

**MACCRAY ISD 2180**  
**Clara City, MN 56222**  
**MACCRAY Board Room**  
**Monday, February 12, 2024**  
**6:00 pm**

TENTATIVE AGENDA

Policy 206 – Individual speakers will have three minutes to speak to the board and may do so only during the public comment portion of the meeting. Comments involving data privacy, personal attacks on others, or that may be considered libelous or slanderous, or are initiated after the public comment period, are unacceptable. The board will take no action at the same meeting on an item raised by the public at that meeting to allow for further investigation.

- 1.0 Call to Order
- 2.0 Pledge of Allegiance
- 3.0 Approval of the Agenda/Additions/Deletions
- 4.0 Public Comment -M. Klaassen
- 5.0 Consent Agenda – Action Required
  - 5.1 Adoption of Minutes
  - 5.2 Approve payment of bills and financial reports.
  - 5.3 Approve Employment Agreement with Paraprofessional - K. Dalle
  - 5.4 Approve Employment Agreement with Paraprofessional - A. Lee
  - 5.5 Approve Employment Agreement with Paraprofessional - M. Lindblom
  - 5.6 Approve Employment Agreement with Paraprofessional - D. Torres
  - 5.7 Approve Contract with Director of Buildings and Grounds - N. Emkes
  - 5.8 Approve FMLA Leave - M. Mertens
  - 5.9 Approve FMLA Leave - M. Mankenberg
  - 5.10 Approve Spring Coaches:

Baseball:	Nate Hebrink	Varsity
	Tyler Wrede	Asst
	Brandon Grund	JH
	Jesse Westbrook	JH
	Trent Carlson	Volunteer
Track - B/G	Cole Christopher	Asst.
	Arron Enger	Asst.
	Alexa Yeager	JH
	Michaela Mankenberg	Volunteer ?
	Greta Johnson	Volunteer?
Softball	Nancy Thoma	Varsity
	Brian Brandt	Asst/Volunteer?
	Emily Torkelson	JV or JH
Golf - B/G	Christian Thoen	Head
Boys Tennis	Andrew DuHoux	Varsity
	Ashley Trulock	Volunteer
	Ben Burner	Volunteer

Spring Play	Laura Streich	Director
Weight Room	Seth Falk	Supervisor/Trainer

6.0 Communication Report

6.1 Administrative Reports

- 6.1.1 Mitchell Kent, Elem. Principal
- 6.1.2 Judd Wheatley, MS/HS Principal
- 6.1.3 Josh Austad, Superintendent

6.2 Committee Reports

6.3 Board Discussion

7.0 Business items – Action Required

7.1 Resolution to Accept Bids for Athletic Complex

7.2 Approve first and final reading of Policy 721 - Uniform Grant Guidance Policy Regarding Federal Revenue Sources.

7.3 Resolution Awarding the sale of Certificates of Participation, Series 2024B, in the original aggregate principal amount of \$1,975,000, fixing their form and specifications, directing their execution and delivery, and providing for their payment.

7.4 Resolution awarding the sale of General obligation Facilities Maintenance, Capital Facilities, and Tax Abatement Bonds, series 2024A, in the original aggregate principal amount of \$2,695,000, fixing their form and specification, directing their execution and delivery, and providing for their payment.

7.5 Motion to approve the 2023-2024 Seniority List.

8.0 Upcoming Meetings

8.1 Regular Board Meeting, Monday, March 11, MACCRAY Board Room, 6pm

8.2 Regular Board Meeting, Monday, April 8, MACCRAY Board Room, 6pm

8.3 Regular Board Meeting, Monday, May 13, MACCRAY Board Room, 6pm

9.0 Adjournment

**Proceedings of the Board of Education  
Independent School District #2180  
Regular Meeting #7  
January 9, 2024  
6:00 PM  
MACCRAY Board Room**

Members Present: Carmel Thein, Julie Alsum, Deb Brandt, John Hagemeyer, Mark Kasella, Scott Ruitter  
Others Present: Josh Austad, Superintendent; Kim Sandry, Business Manager.

Chairman Julie Alsum called the meeting to order at 6:00 pm.  
Pledge of Allegiance

Motion by Hagemeyer, second by Ruitter, to approve the agenda. Motion carried by unanimous vote.

Annual Reorganization:

Election of Officers:

Motion by Ruitter, second by Alsum to keep all officers the same. Motion carried by unanimous vote.

Board Chair: Alsum

Vice Chair: Brandt

Clerk: Thein

Treasurer: Ruitter

Committee Appointments:

Motion by Alsum, second by Hagemeyer, to appoint the following board members to the committees as listed. Motion carried by unanimous vote.

Community Education: Deb Brandt

Continuing Education: Carmel Thein

District Advisory Committee: Mark Kasella

Facilities/Health and Safety: Julie Alsum, Carmel Thein, John Hagemeyer

Finance/Negotiations: Julie Alsum, Carmel Thein, Mark Kasella

Legislative Liaison (MSBA/MREA): Deb Brandt

Transportation: Scott Ruitter

Meet and Confer: John Hagemeyer

Health and Safety: Mark Kasella

Board Compensation Rates:

Motion by Thein, second by Kasella, to set the Board compensation rates as listed below. Motion carried by unanimous vote.

Regular Board meeting: \$100

Committee Meeting: \$75

Meetings over 4 hours: \$100

All Day Working Sessions: \$100

MSBA/MREA Workshops: \$75

MSBA/MREA Workshops over 4 hours: \$100

Chair: \$500

Clerk: \$100

Treasurer: \$100

Mileage: Federal Mileage Rate \$.67

Official Designation:

Motion by Kasella, second by Ruitter, to set the official designations as follows. Motion carried by unanimous vote.

Depositories: Citizen's Alliance Bank, MSDLAF

Meeting Dates: Second Monday of every month in the MACCRAY Board Room, in case of inclement weather, the meeting will be the next day at the same time.

Meeting Time: 6:00 pm

Official Newspaper: Clara City Herald

Notification Methods: MACCRAY website

Legal Counsel: Kennedy and Graven, Chartered

Signature Authorizations:

Motion by Brandt, second by Hagemeyer, to set the following signature authorizations as follows. Motion carried by unanimous vote.

Electronic Fund Transfers – Kim Sandry, Business Manager

- Tim Beseman, Accounts Payable/Student Activities
- Nicole Kray Niemeyer Payroll/Purchasing
- Scott Ruitter, Treasurer
- Julie Alsum, Chair

All Other Accounts and CD's: Kim Sandry, Business Manager

- Tim Beseman, Accounts Payable/Student Activities
- Nicole Kray Niemeyer, Payroll/Purchasing

Safe Keeping Investment Securities:

Motion by Ruitter, second by Thein, to authorize the Business Manager to make investments in Federally insured/secured accounts which will yield the greatest interest rates and approve United Banker's Bank as Safe keeper of Citizen's Alliance Bank's pledged collateral as required by MN Statute 118A.03. Motion carried by unanimous vote.

Public Comment – none

Approval of Consent Agenda:

Motion by Ruitter, second by Thein, to approve the consent agenda as presented. Motion carried by unanimous vote.

Adoption of Minutes.

Approve the payment of bills and financial report.

Approve resignation of paraprofessional – B. Bratsch

Approve Coaches/Advisors

Elsie Sumner – JHGGB

Aaron Buttenhoff – JHGGB

Laura Bristle – Spelling Bee

Communications Reports:

Shelby McQuay – Ehlers

Jim Trulock, Activities Report: (written) Update on Winter activities.

Mitchell Kent, Elem Report: written

Judd Wheatley, HS Report: written

Josh Austad, Supt.:

Committee Report: POC - Hagemeyer

Discussion Items: none

Business Items:

Motion by Kasella, second by Thein, directing administration to make recommendations for reduction in programs and positions and the reasons, therefore. Motion carried by unanimous vote.

Motion by Alsum, second by Ruiter, to approve the first and final reading of Policy 533 - Wellness. Motion carried by unanimous vote.

Meetings and Workshops:

Regular Board Meeting, Feb. 12, 2024, Board Room, 6pm

Regular Board Meeting, March 11, 2024, Board Room, 6pm

Regular Board Meeting, April 8, 2024, Board Room, 6pm

Adjournment of Meeting

Motion by Hagemeyer, second by Thein, for adjournment. Motion carried by unanimous vote. Meeting adjourned at 6:40 pm.

Respectfully submitted,  
Carmel Thein, Clerk  
Kim Sandry

## Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
BND2		59965	5550	Check	1	4559	ICS Consulting, LLC - 138006	S Corporation	Yes	No	No		01/02/2024	27,679.39
BND2		60000	5551	Check	1	5390	Terracon Consultants, Inc		Yes	No	No		01/05/2024	10,900.00
BND2		60038	5552	Check	1	5374	Marcus Well Drilling, Inc.	C Corporation	Yes	No	No		01/12/2024	2,000.00
Bank Total:													\$40,579.39	
Pay		57476		Check	1	2865	Gronseth, Joel		Yes	No	Yes		01/10/2024	(11.96)
Pay		60054		Wire	1	00867	PERA		No	No	No		01/12/2024	8,201.78
Pay		60055		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No		01/12/2024	30,888.12
Pay		60056		Wire	1	2181	Aviben	C Corporation	No	No	No		01/12/2024	9,212.36
Pay		60057		Wire	1	2385	MN Department of Revenue		No	No	No		01/12/2024	6,816.45
Pay		60058		Wire	1	2875	Internal Revenue Service		No	No	No		01/12/2024	48,337.20
Pay		60059		Wire	1	2985	Aviben FLEX		No	No	No		01/12/2024	2,637.88
Pay		60171		Wire	1	00867	PERA		No	No	No		01/31/2024	11,069.66
Pay		60172		Wire	1	00868	MN Teachers Retirement Assoc.		No	No	No		01/31/2024	32,418.88
Pay		60173		Wire	1	2181	Aviben	C Corporation	No	No	No		01/31/2024	9,321.44
Pay		60174		Wire	1	2385	MN Department of Revenue		No	No	No		01/31/2024	7,826.24
Pay		60175		Wire	1	2875	Internal Revenue Service		No	No	No		01/31/2024	55,835.01
Pay		60176		Wire	1	2985	Aviben FLEX		No	No	No		01/31/2024	2,637.88
Pay		57809	57535	Check	1	2450	Brothers Fire & Security	C Corporation	Yes	No	Yes		01/11/2024	(127.00)
Pay		57908	57619	Check	1	4700	Wolverine Hoops Club		Yes	No	Yes		01/11/2024	(440.00)
Pay		58376	57937	Check	1	4594	Kensington Bank		Yes	No	Yes		01/11/2024	(247.00)
Pay		58589	58097	Check	1	5324	Horsager, Phillip	Ind/Sole Proprietor	Yes	No	Yes		01/11/2024	(75.00)
Pay		59943	59152	Check	1	5386	Gjerde, Maret	Ind/Sole Proprietor	Yes	No	No		01/02/2024	140.00
Pay		59942	59153	Check	1	3646	Herman, Mark		Yes	No	No		01/02/2024	140.00
Pay		59944	59154	Check	1	5387	Schwinghammer, Ryan	Ind/Sole Proprietor	Yes	No	No		01/02/2024	140.00
Pay		59959	59155	Check	1	4098	Alsum, Julie		Yes	No	No		01/02/2024	314.40
Pay		59955	59156	Check	1	2181	Aviben	C Corporation	Yes	No	No		01/02/2024	133.09
Pay		59950	59157	Check	1	01432	Chappell Central, Inc.	S Corporation	Yes	No	No		01/02/2024	542.29
Pay		59945	59158	Check	1	00046	Clara City Herald	S Corporation	Yes	No	No		01/02/2024	892.25
Pay		59946	59159	Check	1	00048	Clara City Telephone Company	C Corporation	Yes	No	No		01/02/2024	436.39
Pay		59947	59160	Check	1	00056	DAVE'S PLUMBING REPAIR	Ind/Sole Proprietor	Yes	No	No		01/02/2024	90.00
Pay		59961	59161	Check	1	5039	Donner's Garage Inc	S Corporation	Yes	No	No		01/02/2024	36.93
Pay		59951	59162	Check	1	1110	Koenen, Kurt		Yes	No	No		01/02/2024	220.00
Pay		59954	59163	Check	1	2126	Menards - Willmar	S Corporation	Yes	No	No		01/02/2024	69.75
Pay		59956	59164	Check	1	2407	MRVED		Yes	No	No		01/02/2024	2,434.32
Pay		59953	59165	Check	1	1750	MSBA		Yes	No	No		01/02/2024	210.00
Pay		59960	59166	Check	1	4553	Nordic Solar HoldCo Phase 2, LLC	LLC - Partnership	Yes	No	No		01/02/2024	5,195.23
Pay		59949	59167	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No		01/02/2024	195.04
Pay		59958	59168	Check	1	3139	Rambow, Inc.	C Corporation	Yes	No	No		01/02/2024	420.60

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
Pay		59957	59169	Check	1 2943		Sweep Hardware	Ind/Sole Proprietor	Yes	No	No	01/02/2024		215.22
Pay		59963	59170	Check	1 5388		Taylor Peters, LLC	Ind/Sole Proprietor	Yes	No	No	01/02/2024		189.08
Pay		59948	59171	Check	1 00457		Torkelson's Lock Service	LLC - Partnership	Yes	No	No	01/02/2024		199.50
Pay		59962	59172	Check	1 5105		Video Services, Inc		Yes	No	No	01/02/2024		3,320.00
Pay		59952	59173	Check	1 1469		Xcel Energy	C Corporation	Yes	No	No	01/02/2024		6,814.40
Pay		59966	59174	Check	1 3389		Bond Trust Services	S Corporation	Yes	No	No	01/02/2024		2,311,800.00
Pay		59967	59175	Check	1 2359		Amazon Capital Services		Yes	No	No	01/03/2024		5,192.66
Pay		59971	59176	Check	1 5084		BROUWER, EILEEN	Ind/Sole Proprietor	Yes	No	No	01/03/2024		350.00
Pay		59970	59177	Check	1 4979		Coordinated Business Systems	S Corporation	Yes	No	No	01/03/2024		3,986.96
Pay		59969	59178	Check	1 2347		Rochester Telecom Systems	S Corporation	Yes	No	No	01/03/2024		112.42
Pay		59972	59179	Check	1 3414		Kimpling, Katie		Yes	No	No	01/03/2024		13.47
Pay		59974	59180	Check	1 2923		VISA - CABank		Yes	No	No	01/03/2024		5,118.15
Pay		59976	59181	Check	1 4282		First Choice Food & Beverage		Yes	No	Yes	01/04/2024		0.00
Pay		59975	59182	Check	1 3987		Sarlettes Music	Ind/Sole Proprietor	Yes	No	No	01/04/2024		257.79
Pay		59991	59183	Check	1 5362		Anderson, Landon	Ind/Sole Proprietor	Yes	No	No	01/05/2024		130.00
Pay		59980	59184	Check	1 00044		City of Clara City		Yes	No	No	01/05/2024		1,818.47
Pay		59990	59185	Check	1 4801		Clara City Speedway	S Corporation	Yes	No	No	01/05/2024		107.51
Pay		59982	59186	Check	1 1762		Donners Crossroads Truckstop	S Corporation	Yes	No	No	01/05/2024		78.80
Pay		59988	59187	Check	1 4569		Foslien, Adam	Ind/Sole Proprietor	Yes	No	No	01/05/2024		140.00
Pay		59985	59188	Check	1 3280		Guertin, Dave		Yes	No	No	01/05/2024		65.00
Pay		59987	59189	Check	1 3653		Gullickson, Vance		Yes	No	No	01/05/2024		140.00
Pay		59986	59190	Check	1 3426		Jans, Scott		Yes	No	No	01/05/2024		65.00
Pay		59983	59191	Check	1 2508		KDMA	C Corporation	Yes	No	No	01/05/2024		120.00
Pay		59992	59192	Check	1 5389		Lalim, Jeff	Ind/Sole Proprietor	Yes	No	No	01/05/2024		130.00
Pay		59984	59193	Check	1 2655		Nationwide Glass of Willmar		Yes	No	No	01/05/2024		170.00
Pay		59989	59194	Check	1 4691		Turnbull, Donald Scott	Ind/Sole Proprietor	Yes	No	No	01/05/2024		140.00
Pay		59981	59195	Check	1 00666		West Central Roofing Cont.	C Corporation	Yes	No	No	01/05/2024		465.70
Pay		59995	59196	Check	1 3095		ACGC Schools		Yes	No	No	01/05/2024		200.00
Pay		59998	59197	Check	1 4016		Almich's Market	S Corporation	Yes	No	No	01/05/2024		172.39
Pay		59997	59198	Check	1 3962		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	01/05/2024		5,908.18
Pay		59994	59199	Check	1 2126		Menards - Willmar	S Corporation	Yes	No	No	01/05/2024		131.42
Pay		59999	59200	Check	1 5047		Push Pedal Pull, Inc.		Yes	No	No	01/05/2024		175.00
Pay		59996	59201	Check	1 3554		TRIO Supply Co	S Corporation	Yes	No	No	01/05/2024		476.93
Pay		60002	59202	Check	1 5153		Stony Creek Dairy	Ind/Sole Proprietor	Yes	No	No	01/05/2024		1,880.85
Pay		60004	59203	Check	1 5171		Follett Content Solutions, LLC	Partnership	Yes	No	No	01/05/2024		124.19
Pay		60003	59204	Check	1 4830		Trafera Holdings, LLC	Partnership	Yes	No	No	01/05/2024		384.96
Pay		60012	59205	Check	1 5203		Boe, Jason	Ind/Sole Proprietor	Yes	No	No	01/08/2024		140.00
Pay		60010	59206	Check	1 00246		City of Raymond		Yes	No	No	01/08/2024		420.00
Pay		60011	59207	Check	1 5044		FREDRICKSON, JOSHUA	Ind/Sole Proprietor	Yes	No	No	01/08/2024		140.00

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
Pay		60013	59208	Check	1 5206		Minett, Jeff	Ind/Sole Proprietor	Yes	No	No	01/08/2024		140.00
Pay		60014	59209	Check	1 4626		Kubota Leasing		Yes	No	No	01/08/2024		360.00
Pay		60019	59210	Check	1 4123		Asche, Eric		Yes	No	No	01/09/2024		140.00
Pay		60018	59211	Check	1 3640		Bruer, Michael		Yes	No	No	01/09/2024		140.00
Pay		60017	59212	Check	1 3063		PMmusic		Yes	No	No	01/09/2024		700.50
Pay		60020	59213	Check	1 4690		Smith, Eric		Yes	No	Yes	01/09/2024		0.00
Pay		60021	59214	Check	1 00179		Ecolab Pest Elimination Division	C Corporation	Yes	No	No	01/09/2024		504.29
Pay		60024	59215	Check	1 5024		DIRKSEN, GLENN	Ind/Sole Proprietor	Yes	No	No	01/09/2024		140.00
Pay		60026	59216	Check	1 5389		Lalim, Jeff	Ind/Sole Proprietor	Yes	No	No	01/09/2024		65.00
Pay		60023	59217	Check	1 3614		Petrich, Steve		Yes	No	No	01/09/2024		130.00
Pay		60022	59218	Check	1 2766		Shackelford, Rick		Yes	No	No	01/09/2024		65.00
Pay		60025	59219	Check	1 5385		Suter, Jacob	Ind/Sole Proprietor	Yes	No	No	01/09/2024		130.00
Pay		60029	59220	Check	1 5050		Dakota Business Solutions	S Corporation	Yes	No	No	01/10/2024		223.00
Pay		60028	59221	Check	1 00457		Torkelson's Lock Service	LLC - Partnership	Yes	No	No	01/10/2024		154.00
Pay		60031	59222	Check	1 1936		Palmer Bus Service, Inc	C Corporation	Yes	No	No	01/10/2024		93,091.91
Pay		60030	59223	Check	1 1483		Renaissance Learning, Inc.	C Corporation	Yes	No	No	01/10/2024		7,773.00
Pay		60032	59224	Check	1 5391		Zwicky, Errika		Yes	No	No	01/10/2024		80.00
Pay		60033	59225	Check	1 2126		Menards - Willmar	S Corporation	Yes	No	No	01/10/2024		106.28
Pay		60034	59226	Check	1 2865		Gronseth, Joel		Yes	No	No	01/11/2024		11.96
Pay		60037	59227	Check	1 5324		Horsager, Phillip	Ind/Sole Proprietor	Yes	No	No	01/11/2024		75.00
Pay		60035	59228	Check	1 4594		Kensington Bank		Yes	No	No	01/11/2024		247.00
Pay		60036	59229	Check	1 4700		Wolverine Hoops Club		Yes	No	No	01/11/2024		440.00
Pay		60046	59230	Check	1 1680		BSN Sports, LLC	C Corporation	Yes	No	No	01/12/2024		180.00
Pay		60048	59231	Check	1 3445		Chanhassen Dinner Theatre		Yes	No	Yes	01/12/2024		71.94
Pay		60048	59231	Check	1 3445		Chanhassen Dinner Theatre		Yes	No	Yes	01/16/2024		(71.94)
Pay		60049	59232	Check	1 3592		Dooley's Natural Gas	C Corporation	Yes	No	No	01/12/2024		11,034.73
Pay		60051	59233	Check	1 3988		Forum Communications Company	C Corporation	Yes	No	No	01/12/2024		409.00
Pay		60042	59234	Check	1 00105		Hillyard / Hutchinson	C Corporation	Yes	No	No	01/12/2024		2,205.82
Pay		60052	59235	Check	1 4831		Huntington Public Capital Corp	C Corporation	Yes	No	No	01/12/2024		70,088.00
Pay		60050	59236	Check	1 3962		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	01/12/2024		4,784.06
Pay		60047	59237	Check	1 2086		Minnesota UI Fund		Yes	No	No	01/12/2024		266.00
Pay		60044	59238	Check	1 00763		Pan-O-Gold Baking Company	C Corporation	Yes	No	No	01/12/2024		108.90
Pay		60053	59239	Check	1 5125		Rural Fabrication Systems	LLC - S Corp	Yes	No	No	01/12/2024		579.21
Pay		60043	59240	Check	1 00308		SW & WC Service Cooperative		Yes	No	No	01/12/2024		1,209.00
Pay		60045	59241	Check	1 00844		West Central Sanitation, Inc.	C Corporation	Yes	No	No	01/12/2024		2,087.15
Pay		60061	59242	Check	1 00528		Bremer Bank		Yes	No	No	01/12/2024		270.00
Pay		60064	59243	Check	1 1039		Citizens Alliance Bank		Yes	No	No	01/12/2024		1,580.82
Pay		60068	59244	Check	1 4802		Colonial Life		Yes	No	No	01/12/2024		1,395.58
Pay		60067	59245	Check	1 4594		Kensington Bank		Yes	No	No	01/12/2024		247.00

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
Pay		60065	59246	Check	1 3402		Lake Region Bank		Yes	No	No	01/12/2024		100.00
Pay		60062	59247	Check	1 00880		MACCRAY Education Association		Yes	No	No	01/12/2024		3,007.52
Pay		60066	59248	Check	1 4043		MN Child Support Center		Yes	No	No	01/12/2024		58.00
Pay		60063	59249	Check	1 00881		NCPERS Group Life Ins.		Yes	No	No	01/12/2024		20.00
Pay		60060	59250	Check	1 00023		UNUM Life Insurance Company		Yes	No	No	01/12/2024		187.74
Pay		60072	59251	Check	1 5231		Ewing, Branna	Ind/Sole Proprietor	Yes	No	No	01/15/2024		191.00
Pay		60074	59252	Check	1 5392		Johnson, Josephine	Ind/Sole Proprietor	Yes	No	No	01/15/2024		166.00
Pay		60070	59253	Check	1 5030		KUEHN, RYLEE	Ind/Sole Proprietor	Yes	No	No	01/15/2024		64.50
Pay		60069	59254	Check	1 5029		PROVO, KELSEY	Ind/Sole Proprietor	Yes	No	No	01/15/2024		191.00
Pay		60071	59255	Check	1 5032		QUALLE, JACQUELYN	Ind/Sole Proprietor	Yes	No	No	01/15/2024		191.00
Pay		60076	59256	Check	1 5394		Rasmussen, Shannon	Ind/Sole Proprietor	Yes	No	No	01/15/2024		104.50
Pay		60075	59257	Check	1 5393		Schweigert, Paige	Ind/Sole Proprietor	Yes	No	No	01/15/2024		121.00
Pay		60073	59258	Check	1 5234		Shoemaker, Brandee	Ind/Sole Proprietor	Yes	No	No	01/15/2024		101.00
Pay		60077	59259	Check	1 4085		Schlenner Wenner & Co	S Corporation	Yes	No	No	01/15/2024		36,290.00
Pay		60078	59260	Check	1 3054		Beekman, Scott	Ind/Sole Proprietor	Yes	No	No	01/16/2024		140.00
Pay		60080	59261	Check	1 3614		Petrich, Steve		Yes	No	No	01/16/2024		130.00
Pay		60079	59262	Check	1 3398		Tanner, Tim		Yes	No	No	01/16/2024		130.00
Pay		60082	59263	Check	1 3854		Verkindren, Steve	Ind/Sole Proprietor	Yes	No	No	01/16/2024		140.00
Pay		60081	59264	Check	1 3643		Wherry, Brent		Yes	No	No	01/16/2024		140.00
Pay		60085	59265	Check	1 4622		Bourne, Nate		Yes	No	No	01/16/2024		200.00
Pay		60086	59266	Check	1 5083		Erickson, Nikki		Yes	No	No	01/16/2024		30.00
Pay		60087	59267	Check	1 5118		Quadient Finance USA, Inc.		Yes	No	No	01/16/2024		500.00
Pay		60084	59268	Check	1 4498		RCW Booster Club		Yes	No	No	01/16/2024		125.00
Pay		60083	59269	Check	1 3737		SNA Depository		Yes	No	No	01/16/2024		618.00
Pay		60089	59270	Check	1 4436		Carmany, Leanne		Yes	No	No	01/16/2024		13.32
Pay		60098	59271	Check	1 5166		GreatAmerica Financial Svcs.		Yes	No	No	01/17/2024		269.48
Pay		60097	59272	Check	1 00763		Pan-O-Gold Baking Company	C Corporation	Yes	No	No	01/17/2024		193.80
Pay		60100	59273	Check	1 3962		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	01/18/2024		5,681.37
Pay		60101	59274	Check	1 4149		Riley Bus Service, Inc.	S Corporation	Yes	No	No	01/18/2024		850.00
Pay		60103	59275	Check	1 4988		Wassenaar, Jennifer		Yes	No	No	01/18/2024		19.39
Pay		60102	59276	Check	1 01768		Yellow Medicine East Schools		Yes	No	No	01/18/2024		200.00
Pay		60104	59277	Check	1 00258		Willmar Public Schools		Yes	No	No	01/18/2024		210.00
Pay		60108	59278	Check	1 5340		Feldhaus Education Consulting, Inc		Yes	No	No	01/19/2024		633.33
Pay		60107	59279	Check	1 3605		Klosterboer, Kristin		Yes	No	No	01/19/2024		70.16
Pay		60106	59280	Check	1 2126		Menards - Willmar	S Corporation	Yes	No	No	01/19/2024		138.80
Pay		60110	59281	Check	1 4277		Brouwer Construction	S Corporation	Yes	No	No	01/22/2024		3,315.00
Pay		60112	59282	Check	1 5238		Ellingson Plumbing & Heating	C Corporation	Yes	No	No	01/22/2024		870.07
Pay		60109	59283	Check	1 3653		Gullickson, Vance		Yes	No	No	01/22/2024		140.00
Pay		60111	59284	Check	1 5019		Rademacher, Michael T	Ind/Sole Proprietor	Yes	No	No	01/22/2024		140.00

## Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
Pay		60113	59285	Check	1 5241		STRUKEL, GRANT	Ind/Sole Proprietor	Yes	No	Yes	01/22/2024	0.00
Pay		60115	59286	Check	1 4852		Schneider, Richard		Yes	No	No	01/22/2024	65.00
Pay		60114	59287	Check	1 2766		Shackelford, Rick		Yes	No	No	01/22/2024	65.00
Pay		60119	59288	Check	1 5018		Daly, Justin	Ind/Sole Proprietor	Yes	No	No	01/22/2024	140.00
Pay		60120	59289	Check	1 5112		Quadient Leasing USA, Inc		Yes	No	No	01/22/2024	319.70
Pay		60118	59290	Check	1 00905		Trulock, James		Yes	No	No	01/22/2024	35.04
Pay		60123	59291	Check	1 4979		Coordinated Business Systems	S Corporation	Yes	No	No	01/23/2024	48.75
Pay		60121	59292	Check	1 01538		PACT 4 Families Collaborative		Yes	No	No	01/23/2024	12.00
Pay		60124	59293	Check	1 5395		Schultz, Ryan	Ind/Sole Proprietor	Yes	No	No	01/23/2024	130.00
Pay		60122	59294	Check	1 2766		Shackelford, Rick		Yes	No	No	01/23/2024	130.00
Pay		60125	59295	Check	1 5235		Blue Cross Blue Shield of Minnesota		Yes	No	No	01/23/2024	82,966.77
Pay		60128	59296	Check	1 3336		Lakeview Schools		Yes	No	No	01/23/2024	220.00
Pay		60127	59297	Check	1 2923		VISA - CABank		Yes	No	No	01/23/2024	6,743.57
Pay		60131	59298	Check	1 5396		Austad, Josh		Yes	No	No	01/24/2024	811.52
Pay		60130	59299	Check	1 3329		Kent, Mitchell		Yes	No	No	01/24/2024	27.51
Pay		60129	59300	Check	1 00763		Pan-O-Gold Baking Company	C Corporation	Yes	No	No	01/24/2024	108.90
Pay		60132	59301	Check	1 3032		MN Bureau of Criminal Apprehension		Yes	No	No	01/24/2024	15.00
Pay		60135	59302	Check	1 3054		Beekman, Scott	Ind/Sole Proprietor	Yes	No	No	01/25/2024	140.00
Pay		60138	59303	Check	1 4498		RCW Booster Club		Yes	No	No	01/25/2024	125.00
Pay		60137	59304	Check	1 3854		Verkindren, Steve	Ind/Sole Proprietor	Yes	No	No	01/25/2024	140.00
Pay		60139	59305	Check	1 4649		Westbrock, Renae		Yes	No	No	01/25/2024	10.97
Pay		60136	59306	Check	1 3643		Wherry, Brent		Yes	No	No	01/25/2024	140.00
Pay		60140	59307	Check	1 3962		Indianhead Foodservice Distributor	S Corporation	Yes	No	No	01/25/2024	3,099.38
Pay		60144	59308	Check	1 3311		J.W. Pepper & Son, Inc.	C Corporation	Yes	No	No	01/26/2024	77.98
Pay		60147	59309	Check	1 5389		Lalim, Jeff	Ind/Sole Proprietor	Yes	No	No	01/26/2024	130.00
Pay		60142	59310	Check	1 1750		MSBA		Yes	No	No	01/26/2024	210.00
Pay		60143	59311	Check	1 2347		Rochester Telecom Systems	S Corporation	Yes	No	No	01/26/2024	95.73
Pay		60146	59312	Check	1 5378		Tanner, Landon	Ind/Sole Proprietor	Yes	No	No	01/26/2024	130.00
Pay		60145	59313	Check	1 4344		Thein Moving Co		Yes	No	No	01/26/2024	1,500.00
Pay		60149	59314	Check	1 4531		Carlson, Trent		Yes	No	No	01/26/2024	18.38
Pay		60152	59315	Check	1 5205		Busskohl, Brett	Ind/Sole Proprietor	Yes	No	No	01/29/2024	140.00
Pay		60151	59316	Check	1 4569		Foslien, Adam	Ind/Sole Proprietor	Yes	No	No	01/29/2024	140.00
Pay		60150	59317	Check	1 3659		Schmidgall, John		Yes	No	No	01/29/2024	140.00
Pay		60153	59318	Check	1 01432		Chappell Central, Inc.	S Corporation	Yes	No	No	01/29/2024	4,246.97
Pay		60154	59319	Check	1 2877		Matheson Tri Gas	C Corporation	Yes	No	No	01/29/2024	406.88
Pay		60156	59320	Check	1 5340		Feldhaus Education Consulting, Inc		Yes	No	No	01/30/2024	800.00
Pay		60155	59321	Check	1 4245		Wheatley, Judd		Yes	No	No	01/30/2024	184.61
Pay		60158	59322	Check	1 2541		Haug-Kubota LLC	S Corporation	Yes	No	No	01/30/2024	10,000.00
Pay		60161	59323	Check	1 4436		Carmany, Leanne		Yes	No	No	01/30/2024	9.44

## Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
Pay		60160	59324	Check	1	2606	Lightspeed Techonologies	C Corporation	Yes	No	No		01/30/2024	898.00
Pay		60159	59325	Check	1	00763	Pan-O-Gold Baking Company	C Corporation	Yes	No	No		01/30/2024	108.90
Pay		60163	59326	Check	1	00528	Bremer Bank		Yes	No	No		01/31/2024	270.00
Pay		60166	59327	Check	1	1039	Citizens Alliance Bank		Yes	No	No		01/31/2024	1,580.82
Pay		60170	59328	Check	1	4802	Colonial Life		Yes	No	No		01/31/2024	1,395.58
Pay		60169	59329	Check	1	4594	Kensington Bank		Yes	No	No		01/31/2024	247.00
Pay		60167	59330	Check	1	3402	Lake Region Bank		Yes	No	No		01/31/2024	100.00
Pay		60164	59331	Check	1	00880	MACCRAY Education Association		Yes	No	No		01/31/2024	3,007.52
Pay		60168	59332	Check	1	4043	MN Child Support Center		Yes	No	No		01/31/2024	58.00
Pay		60165	59333	Check	1	00881	NCPERS Group Life Ins.		Yes	No	No		01/31/2024	20.00
Pay		60162	59334	Check	1	00023	UNUM Life Insurance Company		Yes	No	No		01/31/2024	187.74
Pay		60180	59335	Check	1	5084	BROUWER, EILEEN	Ind/Sole Proprietor	Yes	No	No		01/31/2024	325.00
Pay		60179	59336	Check	1	5039	Donner's Garage Inc	S Corporation	Yes	No	No		01/31/2024	69.82
Pay		60178	59337	Check	1	1469	Xcel Energy	C Corporation	Yes	No	No		01/31/2024	9,324.99
Pay		60181	59338	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	No	No		01/31/2024	2,920.74
Bank Total:													\$2,978,297.68	
SA		59964	22559	Check	1	4531	Carlson, Trent		Yes	Yes	No		01/02/2024	134.15
SA		59968	22560	Check	1	4280	Viking Coca-Cola	S Corporation	Yes	Yes	No		01/03/2024	92.25
SA		59973	22561	Check	1	2923	VISA - CABank		Yes	Yes	No		01/03/2024	2,008.09
SA		59977	22562	Check	1	4282	First Choice Food & Beverage		Yes	Yes	No		01/04/2024	550.01
SA		59978	22563	Check	1	3621	Minnesota FFA Association		Yes	No	No		01/05/2024	1,365.00
SA		59979	22564	Check	1	4280	Viking Coca-Cola	S Corporation	Yes	Yes	No		01/05/2024	650.75
SA		59993	22565	Check	1	4016	Almich's Market	S Corporation	Yes	Yes	No		01/05/2024	248.33
SA		60001	22566	Check	1	5153	Stony Creek Dairy	Ind/Sole Proprietor	Yes	Yes	No		01/05/2024	249.95
SA		60027	22567	Check	1	5069	Jimmys Pizza Granite Falls	Ind/Sole Proprietor	Yes	Yes	No		01/10/2024	777.50
SA		60040	22568	Check	1	4282	First Choice Food & Beverage		Yes	No	No		01/12/2024	399.06
SA		60041	22569	Check	1	4929	Stoneham Farms, LLC	C Corporation	Yes	Yes	No		01/12/2024	40.00
SA		60039	22570	Check	1	4280	Viking Coca-Cola	S Corporation	Yes	Yes	No		01/12/2024	1,001.75
SA		60088	22571	Check	1	00905	Trulock, James		Yes	Yes	No		01/16/2024	15.84
SA		60091	22572	Check	1	1104	Jostens		Yes	Yes	No		01/17/2024	1,360.00
SA		60093	22573	Check	1	3039	MACCRAY After Prom		Yes	No	No		01/17/2024	1,440.00
SA		60095	22574	Check	1	3908	MACCRAY Community Ed.		Yes	Yes	No		01/17/2024	480.00
SA		60096	22575	Check	1	5191	MACCRAY Parent's Club		Yes	No	No		01/17/2024	960.00
SA		60092	22576	Check	1	2951	MACCRAY Scholarship Fund		Yes	Yes	No		01/17/2024	150.00
SA		60094	22577	Check	1	3650	MACCRAY Trapshoot Team		Yes	Yes	No		01/17/2024	480.00
SA		60090	22578	Check	1	00863	Monte Candy Company	Ind/Sole Proprietor	Yes	Yes	No		01/17/2024	390.00
SA		60099	22579	Check	1	3962	Indianhead Foodservice Distributor	S Corporation	Yes	Yes	No		01/18/2024	167.89
SA		60105	22580	Check	1	4280	Viking Coca-Cola	S Corporation	Yes	Yes	No		01/19/2024	392.25

## Ind. School District #2180 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
SA		60116	22581	Check	1 2950		EmbroidORI	Ind/Sole Proprietor	Yes	Yes	No	01/22/2024	960.50
SA		60117	22582	Check	1 00905		Trulock, James		Yes	Yes	No	01/22/2024	76.08
SA		60126	22583	Check	1 2923		VISA - CABank		Yes	Yes	No	01/23/2024	196.29
SA		60134	22584	Check	1 4282		First Choice Food & Beverage		Yes	No	No	01/25/2024	2,051.45
SA		60133	22585	Check	1 3625		Olson, Bryce		Yes	Yes	No	01/25/2024	100.41
SA		60141	22586	Check	1 4280		Viking Coca-Cola	S Corporation	Yes	No	No	01/26/2024	656.25
SA		60148	22587	Check	1 4531		Carlson, Trent		Yes	No	No	01/26/2024	223.87
SA		60157	22588	Check	1 4282		First Choice Food & Beverage		Yes	No	No	01/30/2024	414.62
SA		60177	22589	Check	1 3612		National FFA Organization		Yes	No	No	01/31/2024	466.00

Bank Total: \$18,498.29

Report Total: \$3,037,375.36

**Ind. School District #2180  
Exp Summary - Fd, Pro Series  
Period Ending January 31, 2024**

Sequence: Fd, Pro

Description		24ORIG				Encumbrances	% YTD + Enc	Remaining Balance
		Annual Budget	Period 202407	Year To Date	% YTD			
01	General							
	000 Administration	744,703.00	87,657.01	391,744.08	53%	0.00	53%	352,958.92
	100 District Support Services	329,278.00	27,970.34	207,296.39	63%	0.00	63%	121,981.61
	200 Elem & Secondary Regular Instr	4,183,324.00	345,180.00	2,097,994.83	50%	312.30	50%	2,085,016.87
	300 Vocational Education Instr	273,224.00	21,858.14	117,190.60	43%	0.00	43%	156,033.40
	400 Special Education Instr	1,808,720.00	137,469.33	810,116.39	45%	674.31	45%	997,929.30
	600 Instructional Support Services	562,956.00	29,879.66	276,172.74	49%	676.78	49%	286,106.48
	700 Pupil Support Services	1,314,976.00	112,464.14	679,004.93	52%	725.00	52%	635,246.07
	800 Sites & Buildings	915,305.00	83,607.09	472,181.55	52%	1,013.87	52%	442,109.58
	900 Fiscal & Other Fixed Costs	489,426.00	0.00	(1,849.00)	(0%)	0.00	(0%)	491,275.00
01	General	10,621,912.00	846,085.71	5,049,852.51	48%	3,402.26	48%	5,568,657.23
02	Food Service							
	700 Pupil Support Services	463,200.00	49,552.87	246,250.77	53%	0.00	53%	216,949.23
02	Food Service	463,200.00	49,552.87	246,250.77	53%	0.00	53%	216,949.23
04	Community Service							
	500 Community Ed & Services	515,237.00	43,415.46	281,645.68	55%	93.23	55%	233,498.09
04	Community Service	515,237.00	43,415.46	281,645.68	55%	93.23	55%	233,498.09
05	Capital Outlay							
	000 Administration	0.00	0.00	16,094.22	0%	0.00	0%	(16,094.22)
	200 Elem & Secondary Regular Instr	25,000.00	0.00	5,396.85	22%	0.00	22%	19,603.15
	800 Sites & Buildings	337,122.00	620,878.29	747,440.76	222%	0.00	222%	(410,318.76)
05	Capital Outlay	362,122.00	620,878.29	768,931.83	212%	0.00	212%	(406,809.83)
07	Debt Redemption							
	900 Fiscal & Other Fixed Costs	2,707,248.00	1,761,425.00	2,262,505.76	84%	0.00	84%	444,742.24
07	Debt Redemption	2,707,248.00	1,761,425.00	2,262,505.76	84%	0.00	84%	444,742.24
21	Student Activity							
	200 Elem & Secondary Regular Instr	0.00	21,703.29	124,818.67	0%	0.00	0%	(124,818.67)
21	Student Activity	0.00	21,703.29	124,818.67	0%	0.00	0%	(124,818.67)
<b>Report Totals:</b>		<b>14,669,719.00</b>	<b>3,343,060.62</b>	<b>8,734,005.22</b>	<b>60%</b>	<b>3,495.49</b>	<b>60%</b>	<b>5,932,218.29</b>

MACCRAY Schools Enrollment 23-24

	<b>EOY</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>EOY</b>
Pre-K	71	64	65	65	65	64	64				
K	58	45	45	45	46	46	46				
1	61	60	59	60	58	58	59				
2	50	60	60	60	58	58	59				
3	59	50	50	50	50	49	49				
4	62	60	60	60	60	59	60				
5	67	65	64	64	63	62	62				
K-5 Subtotal	357	340	338	339	335	332	335	0	0	0	0
Pre-K-5 Subtotal	428	404	403	404	400	396	399	0	0	0	0
6	60	67	68	67	66	67	67				
7	54	63	62	63	63	62	63				
8	49	57	57	55	56	56	55				
9	57	56	54	54	54	55	55				
10	52	60	60	60	60	59	60				
11	52	54	52	50	50	50	50				
12	43	51	51	50	51	50	50				
Subtotal	367	408	404	399	400	399	400	0	0	0	0
K-12 Total	724	748	742	738	735	731	735	0	0	0	0
P-12 Total	795	812	807	803	800	795	799	0	0	0	0

MACCRAY Elementary School  
Board Report  
February 12, 2024

- Reading Curriculum
- READ Act
- Classroom Updates
- Elementary school schedule and staff placements are currently taking place for the 24-25 school year
- Long-Term Sub for Elementary Music
- Long-Term Sub for Kindergarten
- Upcoming Events
  - 4th Grade Ag in the Classroom @ MN West on 3/5
  - CLIMB Theatre on 3/6
  - Spring Conferences on 3/8 from 12:00 - 4:00

Mitchell Kent  
Elementary School Principal

## Board Report – February 12, 2024 MACCRAY Senior High School

The first half of the year has come and gone, and planning for next year has begun!

- The second NHS Blood Drive was held on January 31 and was well attended.
- I had the opportunity to attend my yearly MASSP Principals' Conference in the cities in late January.
- Our rescheduled Snow Week was this past week and was a success! The teachers created a Homecoming Committee that arranged the week's worth of activities which culminated in a pep rally on Friday. Having a packed house for coronation was awesome to see, and the kids did great!
- This past Friday was a Tour of Nursing and we had a group representing MACCRAY in attendance. They were able to visit multiple sites and learn more about the vocation.
- We have already had our first Purple Rope of Service project presented and look forward to seeing the many service opportunities that our Seniors were able to participate in. The rope is an honor cord to wear at graduation.
- Schedule making will begin late spring after we have our initial registration taken care of. To support this, we will be having a Registration Fair on 2/14 so students can discuss elective options with outside groups (MRV-CTE, WC-CEO, etc) and our various HS departments.
- Work on the '24-25 calendar will begin in earnest in the very near future.
- We will be implementing a new online bullying report form for use at the MS and HS levels. It will be a google form and will be screened through our Social Workers. Students will be informed and shown the process in a morning advisory. Students may also report in person to any staff member.

Calendar Happenings:

- FFA Week is 2/20-2/23.
- Spring P/T Conferences will be held on 2/29 and 3/8 (initial course registration also happens here).
- State BPA will be taking place mid-March.

Respectfully Submitted,

Judd K. Wheatley  
MACCRAY Sr. High School Principal

## February 12th, 2024: Board Report (Josh Austad)

- Water break update
  - Millwork completed (Cabinets)
  - Tile installed... Toilets still need installation and hooked up
  - SpEd Suite carpet installed
  - Flood cut walls sheetrocked, taped and mudded... new insulation (mineral wool) installed
  - Start of painting this upcoming weekend (February 16th-19th)
  - Insulation installed around fixed pipes in the ceiling
  - Shout out to Dan Hiemenz at ICS for assisting in contractor set up and organization
  - Insurance process going as well as expected... lengthy process
- Negotiations
  - In process... still about 50% of public schools in MN unsettled
  - Negotiations team met this evening and will meet with teacher's union on Wednesday, February 14th
- Bunde Christian Reform Church will be using our auditorium for a "living last supper"
  - Practice on March 27th
  - March 28th Holy Thursday Presentation
- Calendar Alteration
  - March 28th last day of 3rd quarter
  - Add 4 days to the 4th quarter... remove those days from 3rd quarter
  - Balance of days (36.6 & 35.5)... was 40.5 & 31.5 on original calendar
- Read Act
  - LETRS training (Reading and Literacy)
  - Mr. Kent (Contact/Liaison)
  - (LETRS) Language Essentials for Teachers of Reading and Spelling
  - Statewide initiative... Multiple phases (Phase I provide professional development/training for all K-6 teachers, SpEd, and teachers responsible for reading instruction) July 1, 2025
  - Budget and scheduling needs to address
- Snow Week
  - Great activities planned for kids... Tremendous leadership with Mr. Judd, Mr. Kent, & Mr. Trulock.
  - Highlight: PreK-12 kids being together for multiple events during the week!
- School Resource Officer Possibility
  - Met with Sheriff Derek Olson to discuss
  - Sheriff Olson willing to meet with School Board in the future to answer questions
- Continue to work with Amy Jordan (MSBA) strategic plan foundations and have signed up for a School Finance Seminar (SWWC) (Superintendent Goals)
- Willmar Lakes Area Leadership Perspectives/Willmar Lakes Area Chamber of Commerce (Visiting March 15th)
- School Board appreciation month... Thank You!



Resolution for Approval of the Independent School District #2180 MACCRA Public Schools – Athletic Complex Improvements Project – Bid Award

Member \_\_\_\_\_ (POC member) introduced the following resolution and

Member \_\_\_\_\_ moved for its adoption:

WHEREAS, The MACCRA Athletic Complex Improvements Project previously approved by the ISD #2180 school board. This resolution is to accept the bids received for the individual Work Scope Prime Contractors as submitted via sealed bids on January 16, 2024, at 2:00 pm; and those bids were opened and read aloud immediately following. The Project Oversight Committee (POC) and ICS met on February 8, 2024, to review and recommend award to the remaining Work Scopes as outlined below:

Work Scope #1: Exterior Site Improvements	
Peterson Companies – Wyoming, MN	
Base Bid:	\$ 894,636.00
Alternate #1:	Reject
Alternate #2:	Reject
Alternate #3:	Reject
Work Scope #2: Electrical	
Cory's Hometown Electric – Clara City, MN	
Base Bid A:	\$ 583,000.00
Alternate #1:	In Base Bid
Alternate #2:	Hold for 60 Days
Base Bid B:	Reject
<b>TOTAL CONTRACT AWARD</b>	<b>\$4,502,500.00</b>

THEREFORE, BE IT RESOLVED:

1. ISD #2180 – MACCRA Public Schools award the Work Scopes outlined above in the total amount of \$4,502,500.00 and authorized ICS (the District’s Program Manager) to begin drafting the necessary Contracts for this project.

The motion for adoption of the foregoing resolution was duly seconded by:

Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same: \_\_\_\_\_

The foregoing resolution was approved/not approved this 12<sup>th</sup> day of February 2024.

February 9, 2024



A LEGENCE Company

Board of Education  
ISD #2180, MACCRAY Public Schools  
711 Wolverine Drive  
Clara City, MN 56222

1331 Tyler Street NE  
Suite 101 | Minneapolis, MN 55413  
www.ics-builds.com  
(763) 354-2670

Re: ISD #2180 – MACCRAY Public Schools  
MACCRAY Athletic Complex Improvements

Dear Board Members:

ICS has reviewed the bids that were received for two (2) Work Scopes on Tuesday, January 16<sup>th</sup> for the above referenced project. Our recommendation for award is as follows:

**Work Scope 1 – Exterior Site Improvements  
Peterson Companies – Wyoming, MN**

<b>BASE BID:</b>	<b>\$ 3,919,550.00</b>
<b>Alternate No. 1:</b> Add for additional 24 stalls \$48,385.00	<b>Reject</b>
<b>Alternate No. 2:</b> Add for 6' Chain Link Fence \$100,100.00	<b>Reject</b>
<b>Alternate No. 3:</b> Add for Gray Colored Track \$40,500.00	<b>Reject</b>
<b>TOTAL</b>	<b>\$ 3,919,550.00</b>

**Work Scope 2 – Electrical  
Cory's Hometown Electric – Clara City, MN**

<b>BASE BID A:</b>	<b>\$ 583,000.00</b>
<b>Alternate No. 1:</b> Add to Musco Base Bid/Inclusion of Warranty	<b>In Base Bid</b>
<b>Alternate No. 2:</b> Add to Musco Base Bid for Remote Control/	<b>Hold for 60 Days</b>
<b>BASE BID B:</b>	<b>Reject</b>
<b>TOTAL</b>	<b>\$ 583,000.00</b>

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of \$4,502,500.00

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at (763) 354-2670 should you have any questions regarding our recommendation.

Sincerely,

Christopher B. Ziemer, CSI, LEED AP  
Project Development Director

cc: Josh Austad, ISD #2180  
Kim Sandry, ISD #2180  
Dan Hiemenz, ICS

Enclosures



**MACCRAY Public Schools Athletic Complex Improvements**

OWNER: ISD #2180, MACCRAY Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting LLC (ICS)  
 PROJECT DESIGNER: Design Tree

**BID TABULATIONS**

January 16th, 2024 2:00 pm

Work Scope 1 - Exterior Site Improvements

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Peterson Companies, Inc.	Landwehr	Veit & Company, Inc.	Duininck, Inc.		
<b>BID SECURITY</b>	X	X	X	X		
<b>ADDENDA REC'D.</b>	X	X	X	X		
<b>BASE BID:</b>	\$3,919,550.00	\$4,174,600.00	\$4,084,842.00	\$4,084,815.00		
<b>MN Responsible Contractor</b>	X	X	X	X		
<b>ALTERNATES:</b>						
<b>Alt. No 1: Add for additional 24 stalls to new East Parking Lot</b>	\$48,385.00	\$84,000.00	\$42,730.00	\$38,149.00		
<b>Alt. No 2: Add for 6' Chain Link Fence</b>	\$100,100.00	\$160,000.00	\$97,520.00	\$84,528.00		
<b>Alt. No 3: Add for Gray Colored Track</b>	\$40,500.00	\$45,000.00	\$30,155.00	\$20,512.00		
<b>UNIT PRICES:</b>						
<b>Unit Price No. 1: Soil Corrections - per CY</b>	\$51.00	\$40.00	\$32.00	\$29.00		



**MACCRAY Public Schools Athletic Complex Improvements**

OWNER: ISD #2180, MACCRAY Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting LLC (ICS)  
 PROJECT DESIGNER: Design Tree

**BID TABULATIONS**

January 16th, 2024 2:00 pm

Work Scope 2 - Electrical Base Bid "B"

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Cory's Hometown Electric	Willmar Electric	Design Electric			
<b>BID SECURITY</b>	X	X	X			
<b>ADDENDA REC'D.</b>	X	X	X			
<b>BASE BID:</b>	\$694,000.00	\$682,000.00	\$797,207.00			
<b>MN Responsible Contractor</b>	X	X	X			
<b>ALTERNATES:</b>						
<b>Alt. No. B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty</b>	N/A	N/A	N/A			
<b>Alt. No. B2: Add to Ephesus Base Bid amount for Remote Control/App for Light Scheduling</b>	*Included in Base Bid	*Included in Base Bid	N/A			

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: MACCRAY Public Schools ISD # 2180  
711 Wolverine Drive  
Clara City, MN 56222

BID FROM: Peterson Companies, Inc.  
8326 Wyoming Trail  
Chisago City, MN 55013

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ICS, 1139 Franklin Avenue, Suite 1, Sauk Rapids, MN 56379, dated December 19, 2023 relating to the construction of the MACCRAY Public Schools Athletic Complex Improvements; the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid**

**Work Scope #1 Exterior Site Improvements**

\$ Three million nine hundred nineteen thousand five hundred fifty dollars \$ 3,919,550.00

Alternate #1: Add for additional 24 stalls to new East Parking Lot

\$ Forty eight thousand three hundred eighty five dollars \$ 48,385.00

Alternate #2: Add for 6' Chain link Fence as noted on plan

\$ One hundred thousand one hundred dollars \$ 100,100.00

Alternate #3: Add for Gray Colored Track

\$ Forty thousand five hundred dollars \$ 40,500.00

**Base Bid**

**Work Scope #2 Site and Sports Field Electrical**

**Base Bid 'A': Sports lighting with Musco LED Lighting System and structural installation**

\$ \_\_\_\_\_

Alternate A1: Add to Musco Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_

**Alternate A2: Add to Musco Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ \_\_\_\_\_

**Base Bid 'B': Sports lighting with Ephesus LED Lighting System and structural installation**

\$ \_\_\_\_\_

Alternate B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_

**Alternate B2: Add to Ephesus Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ \_\_\_\_\_

**Unit Prices:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

\$ Twenty one dollars

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 01 Dated 01/08/2024 Addenda No. 02 Dated 01/12/2024

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 8326 Wyoming Trail

City: Chisago City State: MN Zip: 55013

Phone Number: 651-257-6864 Fax Number: 651-257-3393

Name (typed or printed): Jonathan M. Peterson

Signature: 

Title: President - Peterson Companies, Inc. - A Minnesota Corporation

Date: January 16, 2024

**END OF SECTION 00 41 13**

**UNANIMOUS CONSENT TO JOINT ACTION OF THE  
BOARD OF DIRECTORS AND SHAREHOLDERS OF  
PETERSON COMPANIES, INC.**

Pursuant to the provisions of Minnesota Statutes 302A, the following action is taken by the Board of Directors and Shareholders of Peterson Companies, Inc. (the "Corporation"), by unanimous written consent, as if a meeting of the Board of Directors and Shareholders had been duly called pursuant to notice and the Shareholders and members of the Board of Directors entitled to vote on the matters presented had been present and voting in favor of such action.

There are 100,000 issued and currently outstanding shares entitled to vote on the matters presented herein ("Shares"), and the undersigned Shareholder is the holder of record of all of the Shares on the date of this Unanimous Consent.

RESOLVED, that Jonathan M. Peterson, Curtis M. Peterson and Michael J. Peterson are appointed to the Board of Directors and each shall continue to serve until their successor is duly elected and qualified or he is removed by the shareholders of the Corporation; and it is

FURTHER RESOLVED, that the following named persons are appointed to the offices set forth opposite their respective names, to serve in that capacity until their successor is duly elected and qualified:

President / Treasurer:	Jonathan M. Peterson
Vice President:	Curtis M. Peterson
Secretary:	Laurie Lyons

The undersigned, constituting the sole Shareholder of record of the Corporation entitled to vote on the matters presented herein and the sole member of the Board of Directors, has executed this Unanimous Consent to Joint Action of the Board of Directors and Shareholders, effective April 21, 2011.

  
\_\_\_\_\_  
Jonathan M. Peterson, Shareholder & Director



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Peterson Companies, Inc.

8326 Wyoming Trail  
Chisago City, MN 55013

**OWNER:**

(Name, legal status and address)

Independent School District No. 2180, MACCRAY Public Schools  
711 Wolverine Drive  
Clara City, MN 56222

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Work Scope #1: Exterior Site Improvements in connection with MacCray Athletic Complex Improvements, Clara City, MN

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of January, 2024

*[Handwritten signature]*  
(Witness)

*Melinda C. Blodgett*  
(Witness) Melinda C. Blodgett

Peterson Companies, Inc.

(Principal)

(Seal)

By:

(Title) Jonathan M. Peterson, President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

(Title) Nathan C Weaver, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



init.

**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF Minnesota )

COUNTY OF Chisago )

On this 15<sup>th</sup> day of January, in the year 2024 before me personally appeared Jonathan M. Peterson, **President** of Peterson Companies, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



*Janelle K Miller-Coulter*  
\_\_\_\_\_, Notary Public  
My Commission Expires: 1-31-2027

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 12th day of January, in the year 2024, before me personally come(s) Nathan C Weaver, Attorney-in-Fact of Travelers Casualty and Surety Company of America, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Travelers Casualty and Surety Company of America, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



*Melinda C Blodgett*  
\_\_\_\_\_, Notary Public  
My Commission Expires: January 31, 2028

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: MACCRAY Public Schools ISD # 2180  
711 Wolverine Drive  
Clara City, MN 56222

BID FROM: Duininck, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ICS, 1139 Franklin Avenue, Suite 1, Sauk Rapids, MN 56379, dated December 19, 2023 relating to the construction of the MACCRAY Public Schools Athletic Complex Improvements; the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid**

**Work Scope #1 Exterior Site Improvements**

\$ FOUR MILLION EIGHTY-FOUR THOUSAND EIGHT HUNDRED FIFTEEN  $\frac{3}{100}$  \$4,084,815<sup>00/100's</sup>

Alternate #1: Add for additional 24 stalls to new East Parking Lot

\$ THIRTY-EIGHT THOUSAND ONE HUNDRED FORTY-NINE  $\frac{3}{100}$  \$38,149<sup>00/100's</sup>

Alternate #2: Add for 6' Chain link Fence as noted on plan

\$ EIGHTY-FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT  $\frac{3}{100}$  \$84,528<sup>00/100's</sup>

Alternate #3: Add for Gray Colored Track

\$ TWENTY THOUSAND FIVE HUNDRED TWELVE  $\frac{3}{100}$  \$20,512<sup>00/100's</sup>

**Base Bid**

Work Scope #2 Site and Sports Field Electrical

**Base Bid 'A': Sports lighting with Musco LED Lighting System and structural installation**

\$ \_\_\_\_\_  $\frac{N}{A}$

Alternate A1: Add to Musco Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_  $\frac{N}{A}$

**Alternate A2: Add to Musco Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ \_\_\_\_\_  $\frac{N}{A}$

**Base Bid 'B': Sports lighting with Ephesus LED Lighting System and structural installation**

\$ \_\_\_\_\_  $\frac{N}{A}$

Alternate B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_

**Alternate B2: Add to Ephesus Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ \_\_\_\_\_  $\frac{N}{A}$

**Unit Prices:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

\$ TWENTY-NINE  $\frac{3}{4}$  00/100'S

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 01/08/2024 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. 2 Dated 01/12/2024 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 408 6th Street

City: Prinsburg State: MN Zip: 56281

Phone Number: 320-978-6011 Fax Number: 320-978-4978

Name (typed or printed): Kristopher Duinick

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

Title: Vice President

Date: 01/16/2024



END OF SECTION 00 41 13

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 01/08/2024 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. 2 Dated 01/12/2024 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

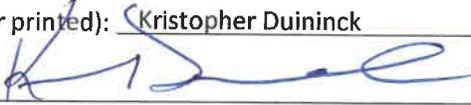
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 408 6th Street

City: Prinsburg State: MN Zip: 56281

Phone Number: 320-978-6011 Fax Number: 320-978-4978

Name (typed or printed): Kristopher Duinick

Signature: 

Title: Vice President

Date: 01/16/2024



END OF SECTION 00 41 13

# CNA SURETY

## Bid Bond

Bond No. 20240250

**CONTRACTOR:**

*(Name, legal status and address)*

Duininck, Inc.  
408 6th St.  
Prinsburg, MN 56281

**SURETY:** Western Surety Company: South Dakota Corporation

*(Name, legal status and principal place of business)*

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

ISD #2180, MACCRAY Public Schools  
711 Wolverine Drive  
Clara City, MN 56222

**BOND AMOUNT:** Five Percent of Bid (5% of bid)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

MACCRAY Public Schools Athletic Complex Improvements - Exterior Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2024.

*(Witness)* Heidi J. Gerdes, Contract Administrator

*(Witness)* Darci Post, CSR

Duininck, Inc.

*(Principal)*

*(Title)* Vice President, Kristopher Duinick

Western Surety Company

*(Surety)*

*(Title)* Attorney-In-Fact, Wes G. Wieberdink





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Wes G Wieberdink, Myron Mulder, Individually**

of Prinsburg, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of January, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: MACCRAY Public Schools ISD # 2180  
711 Wolverine Drive  
Clara City, MN 56222

BID FROM: Veit & Company, Inc.  
14000 Veit Place  
Rogers, MN 55374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ICS, 1139 Franklin Avenue, Suite 1, Sauk Rapids, MN 56379, dated December 19, 2023 relating to the construction of the MACCRAY Public Schools Athletic Complex Improvements; the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid**

**Work Scope #1 Exterior Site Improvements**

\$ \_\_\_\_\_ \$ 4,084,842.00

Alternate #1: Add for additional 24 stalls to new East Parking Lot

\$ \_\_\_\_\_ \$ 42,730.00

Alternate #2: Add for 6' Chain link Fence as noted on plan

\$ \_\_\_\_\_ \$ 97,520.00

Alternate #3: Add for Gray Colored Track

\$ \_\_\_\_\_ \$ 30,155.00

**Base Bid**

**Work Scope #2 Site and Sports Field Electrical**

**Base Bid 'A': Sports lighting with Musco LED Lighting System and structural installation**

\$ \_\_\_\_\_ \$ N/A

Alternate A1: Add to Musco Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_ \$ N/A

**Alternate A2: Add to Musco Base Bid amount for Remote Control/App for light scheduling.**

*\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.*

\$ \_\_\_\_\_ \$ N/A

**Base Bid 'B': Sports lighting with Ephesus LED Lighting System and structural installation**

\$ \_\_\_\_\_ \$ M/A

Alternate B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_ \$ N/A

**Alternate B2: Add to Ephesus Base Bid amount for Remote Control/App for light scheduling.**

*\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.*

\$ \_\_\_\_\_ \$ N/A

**Unit Prices:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

\$ \_\_\_\_\_ \$ 32.00

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 01 Dated 1/8/2024 Addenda No. 02 Dated 1/12/2024

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statue Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

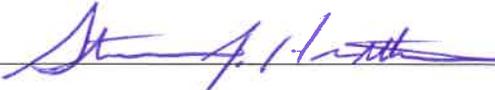
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 14000 Veit Place

City: Rogers State: MN Zip: 55374

Phone Number: 763-428-2242 Fax Number: 763-428-8348

Name (typed or printed): Steve Hedtke

Signature: 

Title: Chief Financial Officer

Date: 1/16/2024

END OF SECTION 00 41 13

# AIA® Document A310™ - 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

Veit & Company, Inc.  
14000 Veit Place  
Rogers, MN 55374

### **SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
101 S Reid Street,  
Sioux Falls, SD 57103

### **OWNER:**

*(Name, legal status and address)*

ISD # 2180 MACCRAY Public Schools  
711 Wolverine Drive  
Clara City, MN 56222

**BOND AMOUNT:** 5% of Bid Amount

### **PROJECT:**

MACCRAY Athletic Complex Improvements  
Clara City, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### **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.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this 8th day of January, 2024

  
(Witness)

See attached CA Notary Acknowledgment  
(Witness)

Veit & Company, Inc.

(Contractor as Principal)

  
(Title) CFO

Western Surety Company

(Surety)

(Seal)

  
(Title) Ihab Loubieh, Attorney In Fact



**ACKNOWLEDGMENTS**

**Corporate Acknowledgment(s)**

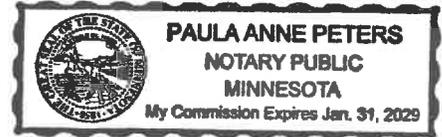
STATE OF Minnesota  
ss: \_\_\_\_\_ }

COUNTY OF Hennepin

On this 16th day of January, 2024, before me, the undersigned, a Notary Public in and for the said State, personally appeared Steve Hedtke, known to me (or proved to me on the basis of satisfactory evidence) to be the CFO of the Veit & Company, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

*Paula Anne Peters* (seal)

Notary Public  
My commission expires January 31, 2029



**Limited Liability Company Acknowledgment**

STATE OF \_\_\_\_\_  
ss: \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally

appeared \_\_\_\_\_, known by me to be the person who is identified in and who executed the foregoing General Agreement of Indemnity, and who being by me duly sworn, deposes and says that (s)he is the Manager of \_\_\_\_\_ a limited liability company, that (s)he is duly authorized to execute said Agreement as the act and deed of said limited liability company.

\_\_\_\_\_ (seal)

Notary Public  
My commission expires \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

On January 8, 2024 before me, Maria Duran Rufino, Notary Public  
(insert name and title of the officer)

personally appeared Ihab Loubieh,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *M Duran Rufino* (Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles Nelson, Ihab Loubieh, Carly Foldenaur, Lou Nanne, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

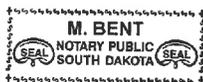
Larry Kasten, Assistant Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is an Assistant Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of January, 2024.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Assistant Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

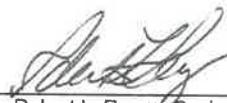
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nathan C Weaver** of **MINNEAPOLIS**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

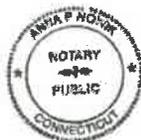
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **January**, 2024



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: MACCRAY Public Schools ISD # 2180  
711 Wolverine Drive  
Clara City, MN 56222

BID FROM: LANDWEHR CONSTRUCTION, INC.

PO Box 1086

St. Cloud MN 56302

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ICS, 1139 Franklin Avenue, Suite 1, Sauk Rapids, MN 56379, dated December 19, 2023 relating to the construction of the MACCRAY Public Schools Athletic Complex Improvements; the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid**

**Work Scope #1 Exterior Site Improvements**

\$ Forty seven thousand one hundred and seventy four hundred and six hundred and no/100 \$ 47,174.60

Alternate #1: Add for additional 24 stalls to new East Parking Lot

\$ Eighty Four thousand dollars 00/100 \$ 84,000.00

Alternate #2: Add for 6' Chain link Fence as noted on plan

\$ One Hundred Sixty Thousand and Sixty no/100 \$ 160,000.00

Alternate #3: Add for Gray Colored Track

\$ Forty Five Thousand dollars 00/100 \$ 45,000.00

**Base Bid**

**Work Scope #2 Site and Sports Field Electrical**

**Base Bid 'A': Sports lighting with Musco LED Lighting System and structural installation**

\$ \_\_\_\_\_ \$

Alternate A1: Add to Musco Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_ \$

**Alternate A2: Add to Musco Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ \_\_\_\_\_ \$

**Base Bid 'B': Sports lighting with Ephesus LED Lighting System and structural installation**

\$ \_\_\_\_\_ \$

Alternate B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty

\$ \_\_\_\_\_ \$

**Alternate B2: Add to Ephesus Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ \_\_\_\_\_ \$

**Unit Prices:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

\$ Forty Dollars & 00/100 \$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 1/8/24 Addenda No. 2 Dated 1/12/24

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 851 60th St S

City: St Cloud State: MN Zip: 56301

Phone Number: 320-252-1494 Fax Number: 320-252-2380

Name (typed or printed): \_\_\_\_\_

Signature: [Handwritten Signature]

Title: President, Nathan Landwehr

Date: 1/16/24

END OF SECTION 00 41 13

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Landwehr Construction, Inc.

851 60th Street S.  
St Cloud, MN 56301

**OWNER:**

(Name, legal status and address)

Independent School District No. 2180, MACCRAY Public Schools

711 Wolverine Drive  
Clara City, MN 56222

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**SURETY:**

(Name, legal status and principal place of business)

Western Surety Company  
151 N Franklin St.  
Chicago, IL 60606

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

Work Scope #1: Exterior Site Improvements In connection with MACCRAY Athletic Complex Improvements, Clara City, MN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of January, 2024

  
(Witness) Stacy Bastin

  
(Witness) Emily R. White

Landwehr Construction, Inc.

(Principal)

By:

(Title)

Western Surety Company

(Surety)

By:

(Title) Ted Jorgensen, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



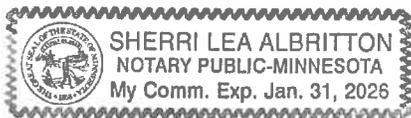
**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF Minnesota )

COUNTY OF Stearns )

On this 16<sup>th</sup> day of January, in the year 2024, before me personally appeared Nathan Landwehr, President of Landwehr Construction, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature], Notary Public

My Commission Expires: 1/31/26

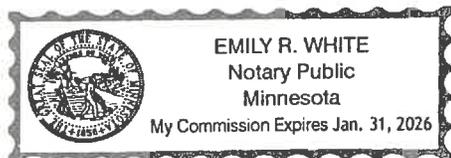
**ACKNOWLEDGEMENT OF SURETY**

STATE OF Minnesota )

COUNTY OF Becker )

On this 9<sup>th</sup> day of January, in the year 2024, before me personally come(s) Ted Jorgensen, Attorney-in-Fact of Western Surety Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Western Surety Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature]  
Emily R. White, Notary Public

My Commission Expires: 01/31/2026

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Melinda C. Blodgett, Brian J. Oestreich, Ted Jorgensen, Sandra M. Engstrum, R. C. Bowman, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of January, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

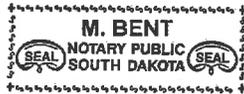
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of January, 2024.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: MACCRAY Public Schools ISD # 2180  
711 Wolverine Drive  
Clara City, MN 56222

BID FROM: Cory's Hometown Electric  
11025 10<sup>th</sup> St SE  
Clara City, MN 56222

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ICS, 1139 Franklin Avenue, Suite 1, Sauk Rapids, MN 56379, dated December 19, 2023 relating to the construction of the MACCRAY Public Schools Athletic Complex Improvements; the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid**

**Work Scope #1 Exterior Site Improvements**

\$ \_\_\_\_\_ \$ N/A

Alternate #1: Add for additional 24 stalls to new East Parking Lot

\$ \_\_\_\_\_ \$ N/A

Alternate #2: Add for 6' Chain link Fence as noted on plan

\$ \_\_\_\_\_ \$ N/A

Alternate #3: Add for Gray Colored Track

\$ \_\_\_\_\_ \$ N/A

## Base Bid

### Work Scope #2 Site and Sports Field Electrical

#### Base Bid 'A': Sports lighting with Musco LED Lighting System and structural installation

\$ Five hundred Eighty three thousand +  $\frac{00}{100}$  ———

\$ 583,000

Alternate A1: Add to Musco Base Bid amount for inclusion of a 25 year warranty

\$ zero (Included)

\$ 0

Alternate A2: Add to Musco Base Bid amount for Remote Control/App for light scheduling.

*\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.*

\$ Six thousand Dollars +  $\frac{00}{100}$  ———

\$ 6,000

#### Base Bid 'B': Sports lighting with Ephesus LED Lighting System and structural installation

\$ Six hundred Ninety four thousand +  $\frac{00}{100}$  ———

\$ 694,000

Alternate B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty

\$ they do not offer

\$ N/A

Alternate B2: Add to Ephesus Base Bid amount for Remote Control/App for light scheduling.

*\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.*

\$ Included in Base price Bid

\$ 0

## Unit Prices:

Unit Price No. 1: Soil Corrections – Cost per Cubic Yard

\$ \_\_\_\_\_

\$ N/A

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 1/8/24 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. 2 Dated 1/12/24 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

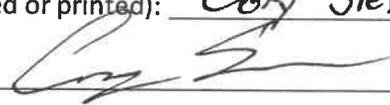
**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 11025 10th St SE

City: Clara City State: MN Zip: 56222

Phone Number: 320-295-6074 Fax Number: \_\_\_\_\_

Name (typed or printed): Cory Siersema (Cory's Hometown Electric)

Signature: 

Title: Owner

Date: 1/16/24

END OF SECTION 00 41 13

## *Bid Bond*

**CONTRACTOR:**

*(Name, legal status and address)*

**Corys Hometown Electric LLC  
11025 10th St SE  
Clara City, MN 56222**

**SURETY:**

*(Name, legal status and principal place of business)*

**Merchants National Bonding, Inc.  
PO Box 14498  
Des Moines, IA 50306-3498**

**OWNER:**

*(Name, legal status and address)*

**MACCRAY School District ISD #2180  
711 Wolverine Drive  
Clara City, MN 56222**

**BOND AMOUNT: Five Percent (5%) of Amount Bid**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**MACCRAY High School Sports Complex Improvements 2024  
711 Wolverine Dr  
Clara City, MN**

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance. **1**

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally comes \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who being duly sworn, deposes and says that he/she resides in the City of \_\_\_\_\_ that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

# ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

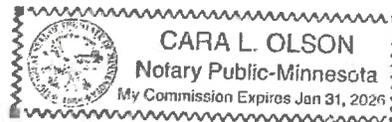
COUNTY OF CHIPPEWA



On this 16th day of January, 2024, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

*Cara L. Olson*

**NOTARY PUBLIC**  
My Commission Expires 1/31/2026



**SECTION 00 41 13  
BID FORM**

PROPOSAL BID FORM

BID TO: MACCRAY Public Schools ISD # 2180  
711 Wolverine Drive  
Clara City, MN 56222

BID FROM: Willmar Electric Service Corp.  
2405 Trott Ave SW  
Willmar, MN 56201

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ICS, 1139 Franklin Avenue, Suite 1, Sauk Rapids, MN 56379, dated December 19, 2023 relating to the construction of the MACCRAY Public Schools Athletic Complex Improvements; the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid**

**Work Scope #1 Exterior Site Improvements**

\$ n/a

\$n/a

Alternate #1: Add for additional 24 stalls to new East Parking Lot

\$ n/a

\$n/a

Alternate #2: Add for 6' Chain link Fence as noted on plan

\$ n/a

\$n/a

Alternate #3: Add for Gray Colored Track

\$ n/a

\$n/a

**Base Bid**

**Work Scope #2 Site and Sports Field Electrical**

**Base Bid 'A': Sports lighting with Musco LED Lighting System and structural installation**

\$ Six Hundred Thirty Thousand Dollars

\$630,000.00

Alternate A1: Add to Musco Base Bid amount for inclusion of a 25 year warranty

\$ No Change (Included in Base)

\$No Change

***Alternate A2: Add to Musco Base Bid amount for Remote Control/App for light scheduling.***

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ Six Thousand Five Hundred Dollars

\$6,500.00

**Base Bid 'B': Sports lighting with Ephesus LED Lighting System and structural installation**

\$ Six Hundred Eighty-Two Thousand Dollars

\$682,000.00

Alternate B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty

\$ Not Available

\$N/A

***Alternate B2: Add to Ephesus Base Bid amount for Remote Control/App for light scheduling.***

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ No Change (Included in Base)

\$No Change

**Unit Prices:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

\$ n/a

\$n/a

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 01/08/2024 Addenda No. 2 Dated 1/12/2024

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2405 Trott Ave SW

City: Willmar State: MN Zip: 56201

Phone Number: (402) 904-7080 Fax Number: \_\_\_\_\_

Name (typed or printed): Justin Chapin

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

Title: Vice President

Date: 1/16/2024

**END OF SECTION 00 41 13**

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
Willmar Electric Service Corp.

P.O. Box 934  
Willmar, MN 56201

**OWNER:**  
*(Name, legal status and address)*  
Independent School District No. 2180, MACCRAY Public Schools  
711 Wolverine Drive  
Clara City, MN 56222

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

Work Scope #2: Electrical in connection with MacCray Athletic Complex Improvements, Clara City, MN

**SURETY:**  
*(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of January, 2024

  
*(Witness)*

Willmar Electric Service Corp.  
*(Principal)*  *(Seal)*

By:   
*(Title)* Secretary

Liberty Mutual Insurance Company  
*(Surety)*  *(Seal)*

  
*(Witness)* Melinda C. Blodgett, Witness as to Surety

By:   
*(Title)* Nathan Weaver, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Init.

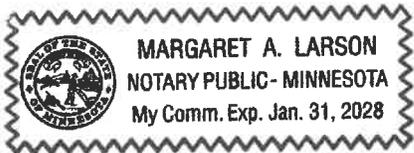
**ACKNOWLEDGEMENT OF PRINCIPAL**

STATE OF Minnesota )

COUNTY OF Kandiyohi )

On this 9<sup>th</sup> day of January, in the year 2024, before me personally appeared Justin B Chapin, Secretary of Willmar Electric Service Corp., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Margie Larson, Notary Public  
My Commission Expires: 1-31-2028

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 8th day of January, in the year 2024, before me personally come(s) Nathan Weaver, Attorney-in-Fact of Liberty Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Melinda C Blodgett, Notary Public  
My Commission Expires: January 31, 2028



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210698 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of January, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

**SECTION 00 41 13  
BID FORM**

PROPOSAL BID FORM

BID TO: MACCRAY Public Schools ISD # 2180  
711 Wolverine Drive  
Clara City, MN 56222

BID FROM: DESIGN ELECTRIC INC  
4807 HEATHERWOOD ROAD  
ST CLOUD MN 56301

In accordance with the Advertisement for Bids and the proposed construction documents prepared by ICS, 1139 Franklin Avenue, Suite 1, Sauk Rapids, MN 56379, dated December 19, 2023 relating to the construction of the MACCRAY Public Schools Athletic Complex Improvements; the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bid**

**Work Scope #1 Exterior Site Improvements**

\$ NO BID NO BID

Alternate #1: Add for additional 24 stalls to new East Parking Lot

\$ NO BID NO BID

Alternate #2: Add for 6' Chain link Fence as noted on plan

\$ NO BID NO BID

Alternate #3: Add for Gray Colored Track

\$ NO BID NO BID

**Base Bid**

**Work Scope #2 Site and Sports Field Electrical**

**Base Bid 'A': Sports lighting with Musco LED Lighting System and structural installation**

\$ SEVEN HUNDRED NINETEEN THOUSAND ONE HUNDRED EIGHTY SEVEN AND 00/100 \$ 719,187.00

Alternate A1: Add to Musco Base Bid amount for inclusion of a 25 year warranty

\$ ONE DOLLAR AND 00/100 \$ 1.00

**Alternate A2: Add to Musco Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ SEVEN THOUSAND TWO HUNDRED AND NINETY FOUR DOLLARS AND 00/100 \$ 7294.00

**Base Bid 'B': Sports lighting with Ephesus LED Lighting System and structural installation**

\$ SEVEN HUNDRED NINETY SEVEN THOUSAND TWO HUNDRED SEVEN DOLLARS AND 00/100 \$ 797,207.00

Alternate B1: Add to Ephesus Base Bid amount for inclusion of a 25 year warranty

\$ NO QUOTE NO QUOTE

**Alternate B2: Add to Ephesus Base Bid amount for Remote Control/App for light scheduling.**

***\*Provisions for adding Remote Control/App for light scheduling are to be included in base bid per specifications.***

\$ NO QUOTE NO QUOTE

**Unit Prices:**

**Unit Price No. 1: Soil Corrections – Cost per Cubic Yard**

\$ \_\_\_\_\_ \$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 1/9/2024 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addenda No. 2 Dated 1/12/2024 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4807 HEATHERWOOD ROAD  
City: ST CLOUD State: MN Zip: 56301  
Phone Number: 320-252-1658 Fax Number: 320-252-4276  
Name (typed or printed): NICK BISCHOFF  
Signature:   
Title: PRESIDENT  
Date: 1/16/2024

**END OF SECTION 00 41 13**

**OHIO FARMERS INSURANCE COMPANY**

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

**Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)

**Design Electric, Inc.**  
4807 Heatherwood Road - PO Box 1252  
St. Cloud, MN 56302

**SURETY:**

(Name, legal status and principal place of business)

**OHIO FARMERS INSURANCE COMPANY**  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

**OWNER:**

(Name, legal status and address)

**ISD #2180 MACCRAY Public Schools**  
711 Wolverine Drive  
Clara City, MN 56222

**BOND AMOUNT:** Five Percent of Bid Amount----- (5%)-----

**PROJECT:**

(Name, location or address, and Project number, if any)

**MACCRAY Public Schools Athletic Complex Improvements**  
711 Wolverine Drive, Clara City, MN 56222

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of January, 2024

[Signature]  
(Witness)

[Signature]  
(Witness)

**Design Electric, Inc.**  
(Principal) [Signature] (Seal)

By: [Signature]  
President (Title)

**OHIO FARMERS INSURANCE COMPANY**  
(Surety) (Seal)

By: [Signature]  
Kathryn Brophy, Attorney-In-Fact (Title)

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CORPORATE ACKNOWLEDGEMENT

STATE OF MN

COUNTY OF Benton

On the 10<sup>th</sup> day of January, 2024, before me, personally appeared Nick Bischoff, to me known, who being by me duly sworn, did depose and say that (s)he resides in MN, that (s)he is the X President of Design Electric Inc the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal)



[Signature]  
(Notary Signature)

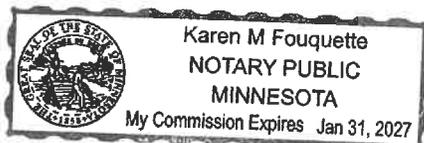
ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 10th day of January, 2024, before me, appeared Kathryn Brophy, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)



[Signature]  
(Notary Signature)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/24/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2260812 09

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANITA M. FICKER, CHRISTINA GRESSER, MARK A. GRESSER, CAROL WEBER, JERI FREDERICK, BRIAN NOHAVA, KATHRYN BROPHY, ANNA PLUMSKI, JOINTLY OR SEVERALLY

of WAITE PARK and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of AUGUST A.D., 2022 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 24th day of AUGUST A.D., 2022 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of January A.D., 2024 .



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 721

Orig. 2016

Revised: \_\_\_\_\_

Rev. 20~~22~~<sup>19</sup>

## 721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

***[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 ~~C.F.R.~~ Code of Federal Regulations Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]***

### I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

### II. DEFINITIONS

#### A. Grants

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

***[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]***

B. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

C. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1.
  - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section ~~C.F.R.~~ § 200.101 (Applicability); or
  - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section ~~C.F.R.~~ § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section ~~C.F.R.~~ § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-

government-owned, contractor-operated facilities.

- D. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 [Code of Federal Regulations](#) ~~C.F.R.~~ Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 [Code of Federal Regulations](#) ~~C.F.R.~~ Subpart 2.1 or as periodically adjusted for inflation).
- [Note: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]**
- ~~1.2.~~ "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000, [\\$175,000 per MN Statutes](#) (periodically adjusted for inflation).
- ~~2.3.~~ "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
- ~~3.4.~~ "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
- ~~4.5.~~ "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 [Code of Federal Regulations](#) section ~~C.F.R. §~~ 200.431 (Compensation - Fringe Benefits).
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 [Code of Federal Regulations](#) section ~~C.F.R. §~~ 200.431(g) for retirees and their spouses, dependents, and survivors.

- I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### **III. CONFLICT OF INTEREST**

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

### **IV. ACCEPTABLE METHODS OF PROCUREMENT**

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
  - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
  - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
  - 3. Procurement by sealed bids (formal advertising).
  - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
    - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
    - b. Proposals must be solicited from an adequate number of qualified sources;
    - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
    - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
    - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
  - 5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
- I. **Competition.** The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 [Code of Federal Regulations section C.F.R.—§ 180.215](#).

**V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

- A. **Property Standards.** The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 [Code of Federal Regulations sections C.F.R.—§§ 200.311, -200.314, and 200.315](#).

- B. **Equipment**

Management requirements. Procedures for managing equipment (including

replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

## **VI. FINANCIAL MANAGEMENT REQUIREMENTS**

A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## **VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES**

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
  2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
  3. "Omni Circular" or "2 ~~C.F.R.~~ Code of Federal Regulations Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
  4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations ~~C.F.R.~~ Part 200s under specific conditions:
1. Advisory councils;
  2. Audit costs and related services;
  3. Bonding costs;
  4. Communication costs;
  5. Compensation for personal services;
  6. Depreciation and use allowances;
  7. Employee morale, health, and welfare costs;
  8. Equipment and other capital expenditures;
  9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;

10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 [Code of Federal Regulations](#) CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 [Code of Federal Regulations](#) CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 [Code of Federal Regulations](#)

| [section C.F.R. § 200.441](#) as allowable;

13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
  - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
  - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

- G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.
1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
  2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
  3. Auditors generally presume supplanting has occurred in three situations:
    - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
    - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
    - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
  4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.
- H. Approved Plans, Budgets, and Special Conditions
1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
  2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.
- I. Training
1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
  2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.
- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

## **VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING**

- A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

**B. Compensation – Fringe Benefits**

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
  - b. The costs are equitably allocated to all related activities, including federal awards; and
  - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 [Code of Federal Regulations section C.F.R. § 200.447\(d\)](#)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
  3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
  4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
  5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
  6. Costs of severance pay are allowable only to the extent that, in each case,

severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
  - 1. Critical and necessary for the conduct of the project;
  - 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
  - 3. Consistent with the school district's cost accounting practices and school district policy; and
  - 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

- 1. Participation of the individual is necessary to the federal award; and
- 2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

- 1. A direct result of the individual's travel for the federal award;
- 2. Consistent with the school district's documented travel policy for all school district travel; and
- 3. Only temporary during the travel period.

***[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations section 6.F.R. § 200.2087 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the***

**circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 ~~Code of Federal Regulations C.F.R. Part 180~~ and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]**

**Legal References:**

2 C.F.R. § 200.1~~2~~ (~~Definitions:~~ Capital Assets)  
2 C.F.R. § 200.112 (Conflict of Interest)  
2 C.F.R. § 200.113 (Mandatory Disclosures)  
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)  
2 C.F.R. § 200.21~~4~~2 (Suspension and Debarment)  
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
2 C.F.R. § 200.302 (Financial Management)  
2 C.F.R. § 200.303 (Internal Controls)  
2 C.F.R. § 200.305(b)(1) (~~Federal~~ Payment)  
2 C.F.R. § 200.310 (Insurance Coverage)  
2 C.F.R. § 200.311 (~~Federally-owned and Exempt Property~~Real Property)  
2 C.F.R. § 200.313(d) (Equipment)  
2 C.F.R. § 200.314 (Supplies)  
2 C.F.R. § 200.315 (Intangible Property)  
2 C.F.R. § 200.318 (General Procurement Standards)  
2 C.F.R. § 200.319(c) (Competition)  
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)  
2 C.F.R. § 200.328 (~~Financial Reporting~~Monitoring and Reporting Program Performance)  
2 C.F.R. § 200.33~~9~~8 (~~Remedies for Noncompliance~~)  
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
2 C.F.R. § 200.430 (Compensation – Personal Services)  
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
2 C.F.R. § 200.447 (Insurance and Indemnification)  
2 C.F.R. § 200.463 (Recruiting Costs)  
2 C.F.R. § 200.464 (Relocation Costs of Employees)  
2 C.F.R. § 200.47~~4~~3 (Transportation Costs)  
2 C.F.R. § 200.47~~5~~4 (Travel Costs)

**Cross References:**

MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
MSBA/MASA Model Policy 702 (Accounting)  
MSBA/MASA Model Policy 703 (Annual Audit)

**RESOLUTION AWARDING THE SALE OF CERTIFICATES OF PARTICIPATION, SERIES 2024B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,975,000, FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 2180 (MACCRAY Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota (the “District”), as follows:

Section 1. Findings; Authorizations; Determinations.

1.01. The District is authorized by Minnesota Statutes, Section 465.71, as amended (the “Act”) and Minnesota Statutes, Section 126C.40, as amended (“Section 126C.40”) to enter into lease-purchase agreements for the lease of real and personal property with an option to purchase.

1.02. On September 11, 2023, the District adopted a resolution (the “Intent Resolution”) stating the intention of the District to issue its Certificates of Participation, Series 2024B (the “Series 2024B Certificates”), pursuant to the Act, to finance the construction and installation of an artificial turf field and related site improvements (the “Project”) on property located in the District (the “Site”). To provide funds for the construction of the Project (the “Certificate-Financed Project”) the Trustee (defined below) will advance or make available to the District the sum of \$1,975,000.

1.03. The District intends to enter into a Ground Lease (the “Ground Lease”) with Huntington National Bank, Cincinnati, Ohio (the “Trustee”), as lessee, pursuant to which the Trustee shall obtain from the District a leasehold interest in the Site on which the Certificate-Financed Project shall be constructed. Furthermore, the District intends to enter into a Lease-Purchase Agreement (the “Lease-Purchase Agreement”) with the Trustee, as lessor, pursuant to which the Trustee shall lease the Site and the Certificate-Financed Project (the “Leased Property”) to the District, and the District shall make lease payments (the “Lease Payments”) to the Trustee, subject to the District’s right to non-appropriation. The District intends to enter into an Indenture of Trust (the “Indenture”) with the Trustee, pursuant to which the Certificates shall be issued by the Trustee payable from lease payments to be made by the District under the terms of the Lease-Purchase Agreement. Subject to the requirements of Section 126C.40, the Board authorizes the use of its lease levy authority for the purpose of making all or a portion of the Lease Payments.

1.04. The following documents (collectively, the “Documents”) have been presented before the Board for approval:

- (a) the Indenture;
- (b) the Ground Lease;
- (c) the Lease-Purchase Agreement, pursuant to which Trustee shall lease the Leased Property to the District, and the District shall make the Lease Payments, subject to the District’s right to non-appropriation;
- (d) a Purchase Contract (as hereinafter defined); and

(e) a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”).

Section 2. Sale.

2.01. Award of Sale to Purchaser. The proposal of [Purchaser][, as syndicate manager] (the “Purchaser”) to purchase the Certificates is hereby found and determined to be a reasonable offer and the sale of the Certificates to the Purchaser is hereby accepted by the District and Trustee, the proposal being to purchase the Certificates at a price of \$\_\_\_\_\_ (par amount of \$1,975,000, plus reoffering premium of \$\_\_\_\_\_, less original issue discount of \$\_\_\_\_\_ less underwriter’s discount of \$\_\_\_\_\_), as set forth in the Purchase Contract. The Board approves the execution and delivery of the Certificates by the Trustee.

2.02. Purchase Contract. The execution and delivery of a Proposal Form, dated as of February 12, 2024 (the “Purchase Contract”), between the District and the Purchaser, on behalf of the District and the Trustee, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”).

Section 3. Bond Counsel. Kennedy & Graven, Chartered, as bond counsel (“Bond Counsel”), is authorized and directed to finalize documents necessary to issue the Certificates including, without limitation, the Ground Lease, the Lease-Purchase Agreement, and the Indenture.

Section 4. Certificates; Lease Payments; Right of Non-Appropriation.

4.01. Certificates. Under the terms of the Indenture, the Certificates shall be issuable only as fully-registered Certificates in denominations of \$5,000 and any integral multiple thereof, numbered No. R-1 and upward, in the form to be included in the Indenture. The Certificates shall be special, limited obligations payable solely from annual appropriations of the District made to pay the Lease Payments, in the manner provided in the Lease-Purchase Agreement, and amounts held by the Trustee under the terms of the Indenture. The obligations of the Lease-Purchase Agreement and the Certificates shall not constitute a general or moral obligation, or a pledge of the full faith and credit or any taxing power of the District, the State of Minnesota, or any political subdivision thereof. The Lease-Purchase Agreement shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the District except its interest in the Lease-Purchase Agreement and the Leased Property.

4.02. Lease Payments. The Lease Payments to be made by the District under the Lease-Purchase Agreement are to be fixed so as to produce equal debt service payments on the Certificates. The District shall pay to the Trustee, promptly when due, all of the Lease Payments and other amounts required by the Lease-Purchase Agreement. To provide money to make such payments, the District shall include in its annual budget, for each fiscal year during the term of the Lease-Purchase Agreement, money sufficient to pay and for the purpose of paying all Lease Payments, and shall take all other actions necessary to provide money for the payment of the obligations of the District under the Lease-Purchase Agreement from sources of the District lawfully available for such purpose, subject to its right of non-appropriation.

4.03. Right of Non-Appropriation. The Lease-Purchase Agreement shall provide that the District may elect in any fiscal year to not appropriate funds for the next fiscal year to make the Lease Payments required under the terms of the Lease-Purchase Agreement. The obligations of the District under the Lease-Purchase Agreement shall not be payable from nor charged upon any funds of the District other than the funds appropriated annually to the payment thereof. In the event of a non-appropriation of Lease Payments by the District in any fiscal year, the District shall lose the right to operate and occupy the Leased Property for the remaining term of the Lease-Purchase Agreement and the Certificates.

Section 5. Continuing Disclosure. The District hereby covenants and agrees that it shall comply with and carry out any conditions for continuing disclosure to satisfy the requirements of Rule 15c2-12 of the Securities and Exchange Act and comply with and carry out the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with any required continuing disclosure obligations is not to be considered an event of default with respect to the Lease-Purchase Agreement or the Certificates; however, any holder of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 6. Approval of Documents.

6.01. The Board Chair and Clerk are hereby authorized and directed to execute and deliver the Documents on behalf of the District, substantially in the forms on file with the District, but with all such changes therein as shall be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof. Copies of all of the Documents shall be delivered, filed, and recorded as provided therein.

6.02. The Board Chair and the Clerk are hereby authorized and directed to furnish to the Purchaser such certificates and other documents as are required as a condition to the sale and delivery of the Certificates. Unless litigation shall have been commenced and be pending questioning the validity or enforceability of the Documents or the Certificates, the organization, corporate existence, or boundaries of the District, or the title or incumbency of the officers of the District, at the closing the Board Chair and the Clerk shall also execute and deliver to the Purchaser a suitable certificate as to the absence of material litigation. The Board Chair, the Clerk, and other District officers and staff are also authorized and directed to execute such other documents and certificates as may be required to give effect to the transactions herein contemplated, including but not limited to a tax certificate and an Information Return for Tax-Exempt Governmental Bonds, Form 8038-G, if applicable to the Certificates.

6.03. The use of the Preliminary Official Statement and a Final Official Statement (together, the "Official Statement") in the offer and sale of the Certificates is hereby ratified and confirmed. The Board Chair and the Clerk are hereby authorized and directed to certify that they have examined the Official Statement and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6.04 The electronic signatures of the Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 7. Escrow. The District may also at any time discharge its liability in its entirety with reference to any Certificates subject to the provisions of the Indenture and the Lease-Purchase Agreement by making prepayments under the Lease-Purchase Agreement and depositing irrevocably in escrow, with the Trustee, as escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, with or without reinvestment, to provide funds sufficient to pay all principal and interest to become due on such Certificates

at their stated maturities or, if such Certificates are prepayable and notice of redemption thereof has been given or irrevocably provided for, to provide funds sufficient to pay all principal, interest and redemption premiums, if any, to such earlier redemption date as provided in the Indenture.

Section 8. Conditions Met. To the knowledge of the District, all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this Resolution, to the issuance of the Certificates, and to the execution of the Documents and the other documents referred to herein to happen, exist, and be performed precedent to and in the enactment of this Resolution, and precedent to the issuance of the Certificates, and precedent to the execution of the Documents and the other documents referred to above have happened, exist, and have been performed as so required by law.

Section 9. Incorporation of Provisions. All covenants, stipulations, obligations, representations, and agreements of the District contained in this Resolution, the Certificates, the Documents, and other documents referred to herein shall be deemed to be the covenants, stipulations, obligations, representations, and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations, representations, and agreements shall be binding upon the District. Except as otherwise provided in this Resolution, all rights, powers, and privileges conferred, and duties and liabilities imposed, upon the District by the provisions of this Resolution or the Documents or other documents referred to herein shall be exercised or performed by the District, or by such officers, board, body, or agency as may be required or authorized by law to exercise such powers and to perform such duties. No covenant, stipulation, obligation, representation, or agreement herein contained or contained in the Documents or other documents referred to herein shall be deemed to be a covenant, stipulation, obligation, representation, or agreement of any elected official, officer, agent, or employee of the District in that person's individual capacity, and neither the members of the Board nor any officer or employee executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 10. Continuing Requirements. The District shall comply with all requirements necessary under the Code and Regulations to establish and maintain the exclusion from gross income of the interest portion of the Lease Payments and interest on the Certificates under Sections 103 and 141-150 of the Code and applicable Regulations including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Lease and the Certificates, and the rebate of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer being officers of the District charged with the responsibility for issuance and delivery of the Lease, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Lease and the Certificates which make it reasonable to expect that the "gross proceeds" of the Lease and the Certificates will not be used in a manner that would cause the Lease or the Certificates to be "arbitrage bonds" within the meaning of the Code and the Regulations. The District covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of the interest portion of the Lease Payments and interest on the Certificates from gross income for federal income tax purposes, unless the Lease and the Certificates qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 or Section 1.148-8 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations and covenants made by this section.

Section 11. No Rebate Required. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements (under Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations), the District finds, determines and declares that the aggregate face amount of all tax-

exempt bonds (other than private activity bonds) issued by the District (and all subordinate entities of the District) during the calendar year in which the Certificates are issued is not reasonably expected to exceed the lesser of: (a) \$15,000,000; or (b) the sum of (i) \$5,000,000, and (ii) the aggregate face amount of the Bonds as are attributable to financing the construction (all within the meaning of Section 148(f)(4)(C)(iv) of the Code) of public school facilities. For purposes of this Section 11, the District reasonably expects that the aggregate face amount of the Certificates that are attributable to financing the construction of public school facilities will be equal to \$1,975,000.

Section 12. Designation as Qualified Tax-Exempt Obligations. The District hereby designates its obligations to pay the Lease Payments under the terms of the Lease-Purchase Agreement and the payments with respect to the Certificates as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In order to qualify the Lease Payments and the payments with respect to the Certificates as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

- (a) the Certificates are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the District designates the Certificates as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the District (and all subordinate entities of the District) during calendar year 2024 shall not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the District during calendar year 2024 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 13. Effective Date. This Resolution shall be in full force and effect from and after its passage.

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**RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION FACILITIES MAINTENANCE, CAPITAL FACILITIES, AND TAX ABATEMENT BONDS, SERIES 2024A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$[2,695,000]; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 2180 (MACCRA Y Public Schools), Chippewa, Kandiyohi, and Renville Counties, Minnesota (the “District”), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. The Board is proposing to issue general obligation facilities maintenance bonds, capital facilities bonds and tax abatement bonds. In connection therewith, it is hereby determined that:

(a) Facilities Maintenance Bonds.

(i) The District is authorized under Minnesota Statutes, Chapter 475, as amended (the “Act”), and Minnesota Statutes, Section 123B.595, as amended (“Section 123B.595”) to issue general obligation facilities maintenance bonds for the purpose of financing certain facilities and site maintenance projects approved by the Commissioner of Education (the “Commissioner”).

(ii) On September 11, 2023, the Board adopted a resolution (the “Intent Resolution”) stating the intention of the Board, in part, to issue its general obligation facilities maintenance bonds (the “Facilities Maintenance Portion”) in the aggregate principal amount not to exceed \$975,000, pursuant to the Act and Section 123B.595 to finance the costs of certain facilities and site maintenance projects of the District (the “Facilities Maintenance Project”) which are included in the District’s ten-year facilities plan approved by the Commissioner, and related financing costs.

(b) Capital Facilities Bonds.

(i) The District is authorized under the provisions of the Act and Minnesota Statutes, Section 123B.62, as amended (“Section 123B.62”), to issue general obligation capital facilities bonds for the purpose of making certain capital improvements specified in Section 123B.62 and approved by the Commissioner.

(ii) The Intent Resolution tentatively authorized the issuance of general obligation capital facilities bonds (the “Capital Facilities Portion”) in the aggregate principal amount not to exceed \$495,000, pursuant to the Act and Section 123B.62 to finance the costs of certain capital facilities projects (the “Capital Facilities Project”). The issuance of the Capital Facilities Portion has received the approval of the Commissioner pursuant to Section 123B.62. The District has caused a notice of intent to issue the Capital Facilities Portion to be published in the official newspaper of the District as required by Section 123B.62. A qualified petition not having been received within thirty (30) days of

the adoption of the Intent Resolution tentatively authorizing the issuance of said bonds, the Capital Facilities Portion has been finally authorized as provided by Section 123B.62.

(c) Tax Abatement Bonds.

(i) The District is authorized by the Act and Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Abatement Act”) to issue general obligation tax abatement bonds.

(ii) Pursuant to a resolution adopted by the Board on September 11, 2023 (the “Abatement Resolution”), following a duly noticed public hearing, the Board approved a property tax abatement (the “Abatements”) in the approximate amount of \$1,605,319 for certain property in the District (the “Abatement Parcels”) over a period of ten (10) years in an amount sufficient to provide financing for parking lot construction, reconstruction and improvements at school sites and facilities districtwide, and related financing costs (the “Abatement Project”).

(iii) In the Abatement Resolution, the District found and determined that the Abatement Project benefits the Abatement Parcels, that the Abatement Project will provide access to services for residents in the District, and that the maximum principal amount of bonds to be secured by Abatements does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(iv) Within the Intent Resolution, the Board stated its intention, in part, to issue and sell its general obligation tax abatement bonds (the “Tax Abatement Portion”), in the maximum aggregate principal amount of \$1,225,000, pursuant to the Act and the Abatement Act to finance the costs of the Abatement Project.

(d) Pursuant to the Intent Resolution, the Board determined that the Facilities Maintenance Portion, the Capital Facilities Portion, and the Tax Abatement Portion shall be issued together in a single series in the original aggregate principal amount of approximately \$2,695,000 (the “Bonds”). The Board designated the Bonds as the “General Obligation Facilities Maintenance, Capital Facilities, and Tax Abatement Bonds, Series 2024A.”

(e) Pursuant to the Intent Resolution, the District covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended (“Section 126C.55”) which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

(f) The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the District has retained Ehlers and Associates, Inc. (the “Municipal Advisor”) to serve as the District’s independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award of Sale to the Purchaser and Interest Rates. The proposal of [Purchaser][, as syndicate manager] (the “Purchaser”), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ \_\_\_\_\_ (par amount of the Bonds of \$[2,695,000], plus original issue premium of \$ \_\_\_\_\_, less original issue

discount of \$ \_\_\_\_\_, less an underwriter’s discount of \$ \_\_\_\_\_), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2025	0.000%	2033	0.000%
2026	0.000%	2034	0.000%
2027	0.000%	2035	0.000%
2028	0.000%	2036	0.000%
2029	0.000%	2037	0.000%
2030	0.000%	2038	0.000%
2031	0.000%	2039	0.000%
2032	0.000%		

*[\*Term Bonds]*

True interest cost: \_\_\_\_\_%

1.03. Purchase Contract. The execution and delivery of a Proposal Form, dated as of February 12, 2024 (the “Purchase Agreement”), between the District and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid, if any, shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Treasurer in consultation with the Municipal Advisor. The Municipal Advisor is directed to receive and retain the good faith payment of the Purchaser in accordance with the terms of the Purchase Agreement, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The District shall forthwith issue and sell the Bonds pursuant to the Act, the Abatement Act, Section 123B.595 and Section 123B.62 in the total principal amount of \$[2,695,000], originally dated March 7, 2024, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$0.00	2033	\$0.00
2026	\$0.00	2034	\$0.00
2027	\$0.00	2035	\$0.00
2028	\$0.00	2036	\$0.00
2029	\$0.00	2037	\$0.00
2030	\$0.00	2038	\$0.00
2031	\$0.00	2039	\$0.00
2032	\$0.00		

*[\*Term Bonds]*

(a) \$ \_\_\_\_\_ of the principal amount of the Bonds, constituting the Facilities Maintenance Portion, maturing on February 1 in the years and in the amounts set forth below, are being used to finance the Facilities Maintenance Project:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$0.00	2033	\$0.00
2026	\$0.00	2034	\$0.00
2027	\$0.00	2035	\$0.00
2028	\$0.00	2036	\$0.00
2029	\$0.00	2037	\$0.00
2030	\$0.00	2038	\$0.00
2031	\$0.00	2039	\$0.00
2032	\$0.00		

*[\*Term Bonds]*

(b) \$\_\_\_\_\_ of the principal amount of the Bonds, constituting the Capital Facilities Portion, maturing on February 1 in the years and in the amounts set forth below, are being used to finance the Capital Facilities Project:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$0.00	2031	\$0.00
2026	\$0.00	2032	\$0.00
2027	\$0.00	2033	\$0.00
2028	\$0.00	2034	\$0.00
2029	\$0.00	2035	\$0.00
2030	\$0.00	2036	\$0.00

*[\*Term Bonds]*

(c) \$\_\_\_\_\_ of the principal amount of the Bonds, constituting the Tax Abatement Portion, maturing on February 1 in the years and in the amounts set forth below, are being used to finance the Abatement Project:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$0.00	2030	\$0.00
2026	\$0.00	2031	\$0.00
2027	\$0.00	2032	\$0.00
2028	\$0.00	2033	\$0.00
2029	\$0.00	2034	\$0.00

*[\*Term Bonds]*

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

1.06. Optional Redemption. The District may elect on February 1, 2032, and on any day thereafter to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity are called for optional redemption, the District shall notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in

such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

[1.07 Mandatory Sinking Fund Redemptions; Term Bonds. The Bonds maturing on February 1, 20\_\_\_, shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

### **Mandatory Sinking Fund Redemptions**

<u>February 1, 20</u>	<u>Term Bond</u>
<u>Year</u>	<u>Principal Amount</u>

\*

\* Maturity

The principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the District shall determine.]

#### Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2025, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The District shall appoint a bond registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the

Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest

after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Board Chair and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The District agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The District reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Board, the Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the Clerk and executed on behalf of the District by the signatures of the Board Chair and the Clerk, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the Clerk shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

### Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation Facilities Maintenance, Capital Facilities, and Tax Abatement Bonds, Series 2024A Debt Service Fund (the "Debt Service Fund") hereby created. The District will maintain the following accounts in the Debt Service Fund: the "Facilities Maintenance Project Account," the "Capital Facilities Project Account," and the "Tax Abatement Project Account" (collectively, the "Project Accounts"). Amounts in the Facilities Maintenance Project

Account are irrevocably pledged to the Facilities Maintenance Portion of the Bonds, amounts in the Capital Facilities Project Account are irrevocably pledged to the Capital Facilities Portion of the Bonds, and amounts in the Tax Abatement Project Account are irrevocably pledged to the Tax Abatement Portion of the Bonds.

(a) Facilities Maintenance Project Account. Proceeds of ad valorem taxes hereinafter levied for the payment of the debt service on the Facilities Maintenance Portion of the Bonds are hereby pledged to the Facilities Maintenance Project Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Facilities Maintenance Portion of the Bonds shall be deposited in the Facilities Maintenance Project Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Facilities Maintenance Project Account of the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. There is also appropriated to the Facilities Maintenance Project Account of the Debt Service Fund: (a) amounts, if any, transferred from the general fund account for long-term facilities maintenance to the Facilities Maintenance Project Account of the Debt Service Fund, pursuant to Section 123B.595, subdivision 10(a)(5); (b) any long-term facilities maintenance equalized aid receivable under Section 123B.595, subdivision 9; and (c) all other moneys as shall be appropriated by the Board to the Facilities Maintenance Project Account of the Debt Service Fund from time to time.

(b) Capital Facilities Project Account. Proceeds of ad valorem taxes hereinafter levied for the payment of the debt service on the Capital Facilities Portion of the Bonds are hereby pledged to the Capital Facilities Project Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Capital Facilities Portion of the Bonds shall be deposited in the Capital Facilities Project Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Capital Facilities Project Account of the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

(c) Tax Abatement Project Account. Proceeds of Abatements from the Abatement Parcels hereinafter levied for the payment of the debt service on the Tax Abatement Portion of the Bonds are hereby pledged to the Tax Abatement Project Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Tax Abatement Portion of the Bonds shall be deposited in the Tax Abatement Project Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Tax Abatement Project Account of the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The District hereby creates the General Obligation Facilities Maintenance, Capital Facilities, and Tax Abatement Bonds, Series 2024A Construction Fund (the "Construction Fund"). The District will maintain the following accounts in the Construction Fund: the "Facilities Maintenance Project Account," the "Capital Facilities Project Account," and the "Tax Abatement Project Account."

(a) Facilities Maintenance Project Account. Proceeds of the Facilities Maintenance Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Facilities Maintenance Portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Facilities Maintenance Project Account of the Construction Fund and used solely to pay costs of the Facilities

Maintenance Project. Any balance remaining in the Facilities Maintenance Project Account of the Construction Fund after completion of the Facilities Maintenance Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Facilities Maintenance Portion of Bonds for such new use and purpose, or credited to the Facilities Maintenance Project Account of the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

(b) Capital Facilities Project Account. Proceeds of the Capital Facilities Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Capital Facilities Portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Capital Facilities Project Account of the Construction Fund and used solely to pay costs of the Capital Facilities Project. Any balance remaining in the Capital Facilities Project Account of the Construction Fund after completion of the Capital Facilities Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Capital Facilities Portion of the Bonds for such new use and purpose, or credited to the Capital Facilities Project Account of the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

(c) Tax Abatement Project Account. Proceeds of the Tax Abatement Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and reduced by the appropriation, if any, of any portion of the Tax Abatement Portion of the Bonds made in Section 4.01 hereof) shall be deposited in the Tax Abatement Project Account of the Construction Fund to be used solely to pay costs of the Abatement Project. Any balance remaining in the Tax Abatement Project Account of the Construction Fund after completion of the Abatement Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Tax Abatement Portion of the Bonds for such new use and purpose, or credited to the Tax Abatement Project Account of the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the District are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the District, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04. Pledge of Taxes.

(a) Facilities Maintenance and Capital Facilities Portions. For the purpose of paying the principal of and interest on the Facilities Maintenance Portion and the Capital Facilities Portion of the Bonds, there are levied direct annual irrevocable ad valorem taxes (the "Taxes") upon all of the taxable property in the District, to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes shall be credited to the applicable Project Accounts of the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Facilities Maintenance Portion and the Capital Facilities Portion, additional Taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of these Bonds are outstanding and unpaid,

provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

(b) Tax Abatement Portion. It is determined that tax abatement revenues shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest on the Tax Abatement Portion of the Bonds and that no tax levy is needed at this time. In the event of any deficiency of tax abatements pledged, additional Taxes shall be levied on all taxable property in the District, which taxes may be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Abatement Portion of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

(c) Additional Considerations – Capital Facilities Portion; Levy Reductions. The tax levies specified in EXHIBIT C concerning the Capital Facilities Portion of the Bonds, plus any levies to be made by the District pursuant to Minnesota Statutes, Section 123B.61, as amended, for each year do not exceed the maximum amount specified in Minnesota Statutes, Section 123B.62(d). The District's levies for each year must be reduced in the manner specified in Section 123B.62(d), by the sum of (1) the amount of the tax levies certified for payment of the principal and interest on the Capital Facilities Portion of the Bonds pursuant to EXHIBIT C, and (2) any excess amount in the Debt Service Fund used to retire the Capital Facilities Portion of the Bonds, other than amounts used to pay capitalized interest. The District shall take such actions as may be necessary to notify the Commissioner of the issuance of the Capital Facilities Portion of the Bonds and the certification of the debt service levies specified herein.

4.05. Debt Service Coverage. It is determined that the estimated collection of tax abatement revenues and Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the Treasurer may certify to the County Auditor/Treasurers of Chippewa, Kandiyohi, and Renville Counties, Minnesota (the "County Auditors") that the District made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditors shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk is authorized and directed to file a certified copy of this Resolution with each of the County Auditors and to obtain the certificates required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. District Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the District as to the facts stated therein.

5.02. Certification as to Official Statement. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of

their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Board Chair, the Clerk, and the Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association, on the closing date for further distribution as directed by the Municipal Advisor.

5.05. Electronic Signatures. The electronic signatures of the Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

## Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The District shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder (the “Regulations”). The District covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The District shall comply with all requirements necessary under the Code and Regulations to establish and maintain the exclusion from gross income of the interest on the Bonds under Sections 103 and 141-150 of the Code and applicable Regulations including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer, being officers of the District charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not

be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 or Section 1-148-8 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations and covenants made by this section.

6.03. No Rebate Required. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements (under Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations), the District finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the District (and all subordinate entities of the District) during the calendar year in which the Bonds are issued is not reasonably expected to exceed the lesser of: (a) \$15,000,000; or (b) the sum of (i) \$5,000,000, and (ii) the aggregate face amount of the Bonds as are attributable to financing the construction (all within the meaning of Section 148(f)(4)(C)(iv) of the Code) of public school facilities. For purposes of this Section 6.03, the District reasonably expects that the aggregate face amount of the Bonds that are attributable to financing the construction of public school facilities will be equal to \$[2,695,000].

6.04. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.05. Qualified Tax-Exempt Obligations. The District hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the District designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the District (and all subordinate entities of the District) during calendar year 2024 shall not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the District during calendar year 2024 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” shall refer to such new nominee of DTC; and upon receipt of such a notice, the Clerk shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds shall agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the District shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Board Chair and Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

**Continuing Seniority List**

1. This list is intended to reflect the 1st day of most continuous service in the MACCRAY ISD 2180 & major/ minor licenses filed on record on Feb. 12, 2024.

	<b><u>NAME</u></b>	<b><u>START DATE</u></b>	<b><u>LICENSURE</u></b>	<b><u>EXPIRE DATE</u></b>	<b><u>File Folder Number</u></b>
1	Thoma, Nancy	Sept. 1978	1-6 Elementary Education	2026	256575
			7-12 Coaching	2026	
			K-12 Specific Learning Disabilities	2026	
			K-12 Mild to Moderate Mentally Hdcp	2026	
			K-12 Moderate to Severe Mentally Hdcp	2026	
2	Schwitters, Brenda	Sept. 1990	1-6 Elementary Education	2027	321174
			7-12 Coaching	2027	
	(ULA 1991-1992 school year, rehired in 1992)				
	(Family Leave 1996-1997)		(Family Leave 1999-2000 - Starting 12/6/1999)		
3-4	Harguth, Brenda	Sept. 1993	PreK - 12 Speech Language Pathologist	2028	345263
3-4	Prekker, Tami	Sept. 1993	K-6 Elementary Education	2028	333604
			K-12 Emotionally/Behaviorally disordered	2028	
5	Trulock, James	Sept. 1994	K-12 Physical Education	2025	323819
	[3-year extended Leave]		7-12 Coaching	2025	
	(Starting August 29, 2011 -		K-12 Health Education	2025	
	ending June 30, 2014)		7-12 Driver and Traffic Safety	2025	
6	Cronen, Carrie	Sept. 1999	7-12 Social Studies -All-	2025	355116
			7-12 Coaching	2025	
7	Lindeman, Billy	Aug. 2000	Pre-Kindergarten	2026	374485
	[Family Leave 8/28/06 - 12/30/06]		K-6 Elementary Education	2026	
	[Family Leave 9/01/09 - 1/22/10]		Early Childhood Special Education	2026	
8	Gustafson, Bethany	Aug. 2004	K-6 Elementary Education	2024	409744
			5-8 Communication Arts/Literature	2024	
9	Plagge, Jennifer	Aug. 2006	Pre K-12 School Social Worker	2026	373106
10	Groen, Jane	Aug. 2007	Pre K-12 Speech-Language Pathologist	2028	338063
11-13	Bourne, Terese	Aug. 2011	Pre-Kindergarten	2028	386825
			K-6 Elementary Education	2023	

11-13	Gronseth, Joel	Aug. 2011	K-12 Instructor (Band/Orch) & Classroom M	2027	463343
11-13	Condon, Stephanie	Aug. 2011	K-6 Elementary Education	2027	461734
			Age 3-K Pre-Primary	2027	
14-17	Frikke, Allison	Feb. 2012	PreK-12 School Social Worker	2027	464121
14-17	Post, Lyndsey	Aug. 2012	K-6 Elementary Education	2024	407476
			5-8 Social Studies	2024	
14-17	Van Eps, Jennifer	Aug. 2012	K-6 Elementary Education	2024	440295
			5-8 Mathematics	2024	
14-17	Johnson, Benjamin	Aug. 2012	5-12 Agricultural Education	2025	477702
			9-12 Teacher/Coordinator Work Based Lrng	2025	
18-20	Dikken, Julie	Aug. 2013	K-6 Elementary Education	2027	427297
			K-12 Reading	2027	
			Age 3-K Pre-Primary	2027	
18-20	Kent, Mitchell	Aug. 2013	K-6 Elementary Education	2029	474252
			K-12 Principal	2027	
			District Superintendent	2027	
18-20	Hebrink, Tara	Sept. 2013	K-6 Elementary Education	2025	447305
			5-8 Communication Arts/Literature	2025	
21-22	Olson, Bryce	Aug. 2014	5-12 Mathematics	2025	481011
21-22	Swenson, Tera	Aug. 2014	K-6 Elementary Education	2026	437006
23	Peper, Kristine	Aug. 2007	Pre-K Pre-Kindergarten	2026	390336
	(EC added to list in 2015)		Pre-K Family Ed/Early Childhood Educator	2026	
			Adult - Parent and Family Education	2026	
24-27	Bristle, Laura	Aug. 2015	5-12 Communication Arts/Literature	2028	435041
			K-12 School Counselor	2028	
24-27	Geiselhart, Caitlin	Aug. 2015	K-6 Elementary Education	2024	466120
			Reading	2024	
24-27	Olson, Jessica	Aug. 2015	K-12 Academic and Behavioral Strategist	2026	484686
			K-12 Learning Disabilities	2026	
			B-12 Autism Spectrum Disorders	2026	
			K-6 Elementary Education	2026	
24-27	Jaenisch, Tania	Aug. 2015	K-6 Elementary Education	2026	420733
			3-K Pre-Primary Education	2026	
28	Klosterboer, Kristine	Aug. 2016	K-6 Elementary Education	2026	421714

			Age 3-K Pre-Primary	2026	
29	Carmany, Leanne	Aug. 2018	7-12 Life Sciences	2024	333309
			7-12 Driver Education	2024	
30-35	Wheatley, Judd	July 2017	5-12 Communication Arts/Literature	2026	426238
			Principal K-12	2026	
			District Superintendent	2026	
30-35	Carlson, Trent	Aug. 2017	K-12 Physical Education	2027	503999
			9-12 Driver and Traffic Safety	2027	
30-35	Christopher, Cole	Aug. 2017	K-12 Physical Education	2027	493071
			5-12 Health Education	2027	
30-35	Johnson, Dana	Aug. 2017	K-6 Elementary Education	2025	482939
30-35	VanDenEinde, Beth	Aug. 2017	1-6 Elementary Education	2028	325261
30-35	Hilbrands, Amber	Dec. 2017	B-Grade 3 Early Childhood Education	2025	505282
36-38	Sunderland, Meghan	Aug. 2019	K-6 Elementary Education	2027	462817
			5-8 Communication Arts/Literature	2027	
36-38	Westbrock, Renae	Aug. 2019	K-6 Elementary Education	2028	466339
			5-8 Mathematics	2028	
36-38	Westbrock, Jesse	Aug. 2019	5-12 Mathematics	2028	466389
			Principal K-12	2024	
			District Superintendent	2024	
39-40	Swenson, Stephanie	Aug. 2018	K-12 Academic and Behavioral Strategist	2025	439059
39-40	Strunc, Amy	Aug. 2018	K-6 Elementary Education	2026	405057
		(Leave of Absence SY23-24)	B-Grade 3 Early Childhood Education	2026	
			ECSE	2026	
41	Hedtke, Jacklin	Aug. 2020	K-6 Elementary Education	2026	487100
42-43	Lewandowski, Andrea	Aug. 2019	5-12 Communication Arts/Literature	2025	482798
42-43	Grund, Brandon	Aug. 2019	K-6 Elementary Education	2024	513114
44-45	Stranberg, Susan	Aug. 2021	K-6 Elementary Education	2027	368264
			7-12 Life Science	2027	
			5-9 Science	2027	
			5-8 Mathematics	2027	
			5-8 Science	2027	
44-45	Stark, Sonja	Aug. 2021	7-12 English/Language Arts	2025	354652
			K-12 English as a Second Language	2025	

46	Donner, Josie	Aug. 2018 [1]	5-12 Communication Arts/ Literature	2026	509977	
47-48	Torkelson, Emily	Aug. 2020	K-6 Elementary Education	2027	1000838	
			5-8 Social Studies	2027		
47-48	Pauling, Lisa	Aug. 2020	B-Grade 3 Early Childhood Education	2025	501356	
49-50	Helgeson, Alyson	Aug. 2022	PreK Pre-Primary	2028	403349	
			K-6 Elementary Education	2028		
49-50	Holm, Sarah	Aug. 2022	K-12 School Counselor	2027	497748	
	<b>Probationary</b>					
51-53	Erickson, Nicolle	Aug. 2021	K-12 Autism Spectrum Disorders	2024	420156	
51-53	Sannerud, Nicole	Aug. 2021	B-Grade 3 Early Childhood Education	2026	516653	
51-53	Goblish, Jasmine	Aug. 2021	K-12 Visual Arts	2026	1010753	
54-61	Ford, Lucas	Aug. 2022	K-12 Vocal and Classroom Music	2024	1011481	
54-61	Hansen, Alecia	Aug. 2022	5-12 Agricultural Education	2028	1005079	
54-61	Holm, Cameron	Aug. 2022	K-12 Academic and Behavioral Strategist	2024	514181	
54-61	Mankenberg, Michaela	Aug. 2022	K-12 Vocal and Classroom Music	2024	1019775	
54-61	Streich, Laura	Aug. 2022	5-12 Mathematics	2025	499834	
54-61	Thoen, Christian	Aug. 2022	5-12 Social Studies	2025	1009679	
54-61	Yeager, Alexa	Aug. 2022	K-6 Elementary Education	2026	1011980	
54-61	Zuidema, Jakob	Aug. 2022	5-12 Social Studies	2025	1020034	
62-68	Ahrndt, Aaron	Aug. 2023	K-12 PE	2027	1001878	1 year
			Health	2027		
62-68	Grates, Tori	Aug. 2023	K-6 Elem. Ed	2026	1025049	
62-68	Mertens, Mallarie	Aug. 2023	K-6 Elem. Ed	2024	513128	1 year
62-68	Scheevel, James	Aug. 2023	K-6 Elem. Ed	2026	512772	
			K-12 EBD	2026		
62-68	Rivera, Cassandra	Aug. 2023	K-12 Elem. ed	2025	1019393	
62-68	Thorson, Kendra	Aug. 2023	K-6 Elem. Ed	2024	1009584	
62-68	Blanchette, Hannah	Aug. 2023	K-6 Elem. Ed	2026	1022369	
	<b>Special Permissions</b>					
	Pieper, Rhonda	Aug. 2017	5-12 Business (Tier 2)	2026	503520	
	Lewison, Monica	Aug. 2023	5-8 Science (Tier 1)	2024	1027856	

				9-12 Chemistry (Tier 1)	2024		
				9-12 Earth and Space Science (Tier 1)	2024		
		Johnson, Greta	Aug. 2023	Physical Education (Tier 2)	2025	1031059	

[1] Tier 3 License Aug. 2023

# MACCRAY PUBLIC SCHOOLS

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## 2023-24 EMPLOYMENT AGREEMENT

With  
**Amanda Lee**

**JOB TITLE:** Instructional Assistant  
**DEPARTMENT:** Special Education  
**REPORTS TO:** Principal, Special Education Coordinator and Special Education Teacher

### JOB SUMMARY

Works with students as directed by the Special Education Teacher. Additional supervision of students may be assigned by the principal.

### TERMS OF EMPLOYMENT

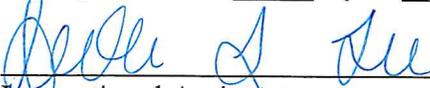
8 Hours – TBD/School Days  
Probation Period: 6 months  
Wage: \$15.25 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/MS/HS Principal.

The provisions of the Terms and Conditions of Employment shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Terms and Conditions of Employment or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed  
My signature this 9<sup>th</sup> day of Feb, 2024.

  
\_\_\_\_\_  
Instructional Assistant

IN WITNESS WHEREOF, we have subscribed  
My signature this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

# MACCRAY PUBLIC SCHOOLS

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## 2023-24 EMPLOYMENT AGREEMENT

With  
Dania Torres

**JOB TITLE:** Instructional Assistant  
**DEPARTMENT:** Special Education  
**REPORTS TO:** Principal, Special Education Coordinator and Special Education Teacher

### JOB SUMMARY

Works with students as directed by the Special Education Teacher. Additional supervision of students may be assigned by the principal.

### TERMS OF EMPLOYMENT

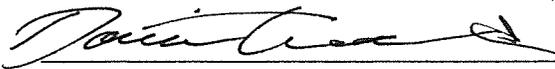
8 Hours – TBD/School Days  
Probation Period: 6 months  
Wage: \$15.25 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/Elementary Principal.

The provisions of the Terms and Conditions of Employment shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Terms and Conditions of Employment or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed  
My signature this 19 day of January, 2024.

  
\_\_\_\_\_  
Instructional Assistant

IN WITNESS WHEREOF, we have subscribed  
My signature this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

# MACCRAY PUBLIC SCHOOLS

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## 2023-24 EMPLOYMENT AGREEMENT

With  
**Kayloni Dalle**

**JOB TITLE:** Instructional Assistant  
**DEPARTMENT:** Special Education  
**REPORTS TO:** Principal, Special Education Coordinator and Special Education Teacher

### JOB SUMMARY

Works with students as directed by the Special Education Teacher. Additional supervision of students may be assigned by the principal.

### TERMS OF EMPLOYMENT

8 Hours – TBD/School Days  
Probation Period: 6 months  
Wage: \$15.25 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/Elementary Principal.

The provisions of the Terms and Conditions of Employment shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Terms and Conditions of Employment or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed  
My signature this 2 day of February, 2024.

  
\_\_\_\_\_  
Instructional Assistant

IN WITNESS WHEREOF, we have subscribed  
My signature this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

# MACCRAY PUBLIC SCHOOLS

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## 2023-24 EMPLOYMENT AGREEMENT With Megan Lindblom

**JOB TITLE:** Instructional Assistant  
**DEPARTMENT:** Special Education  
**REPORTS TO:** Principal, Special Education Coordinator and Special Education Teacher

### JOB SUMMARY

Works with students as directed by the Special Education Teacher. Additional supervision of students may be assigned by the principal.

### TERMS OF EMPLOYMENT

8 Hours – TBD/School Days  
Probation Period: 6 months  
Wage: \$15.25 per hour  
Pay Dates: 15th and 30th of each month  
Other fringe benefits per the MACCRAY School Educational Assistant Terms and Conditions of Employment.

### EVALUATION

Performance of this job will be evaluated by the Special Education Teacher/Elementary Principal.

The provisions of the Terms and Conditions of Employment shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Terms and Conditions of Employment or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed  
My signature this 24th day of January, 2024.

Megan Lindblom

Instructional Assistant

IN WITNESS WHEREOF, we have subscribed  
My signature this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk



# *MACCRAY Public Schools*

## *ISD 2180 Maynard – Clara City - Raymond*

**MACCRAY SCHOOL  
NON-CERTIFIED PERSONNEL  
TERMS AND CONDITIONS OF EMPLOYMENT  
February 1, 2024 – JUNE 30, 2025**

**Buildings and Grounds Director  
ARTICLE I  
PURPOSE**

The Terms and Conditions of Employment is entered into between Independent School District No. 2180, Clara City, Minnesota, hereinafter referred to as the School District, and Noel Emkes, hereinafter referred to as the Buildings and Grounds Director, (BGD) who agrees to perform the duties as Buildings and Grounds Director of the School District.

**ARTICLE II  
DUTIES**

Under the direction of the Superintendent, the Building Maintenance Supervisor is responsible for the overall operations, supervision of building maintenance personnel engaged in the custodial care, maintenance, and repair of district facilities. The Director of Building and Grounds is responsible for scheduling, assigning and overseeing custodial operations, projects and staff and is primarily responsible for the maintenance of, monitoring and maintenance to HVAC systems and operations; building access systems, programming, and lighting systems, building life safety systems, including fire alarm and sprinkler systems.

**ARTICLE III  
DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights:

The BGD recognizes that the DISTRICT is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the DISTRICT, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board Responsibilities:

The BGD recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the DISTRICT within its legal limitations.

The BGD recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the DISTRICT. The BGD also recognizes the right of the DISTRICT or it's duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the

DISTRICT insofar as such rules, regulations, directives, and orders are not inconsistent with the Terms and Conditions of Employment.

**Section 3. Reservation of Managerial Rights:**

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the DISTRICT.

**ARTICLE IV  
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**Section 1. Right to Views:**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**ARTICLE V  
DUTY YEAR AND LEAVES OF ABSENCE**

**Section 1. Basic Work Terms:** The BGD's yearly days for July 1, 2023 through June 30, 2025 shall be 260 days. The BGD shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.

**Subd. 1.** BGD will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

**Section 2. Shifts and Starting Time:**

The BGD will determine starting times and shifts for himself and the custodial staff. Starting times will remain consistent unless changed by the immediate supervisor.

**Section 3. Sick Leave:** The BGD shall earn paid sick leave at the rate of 120 hours combined with ESST and earned sick leave may accumulate to a maximum of 920 hours.

**Subd. 1.** The DISTRICT may require a BGD to furnish a medical certificate from the DISTRICT health officer or from a qualified physician as evidence of illness indicating such absence is due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the BGD will be so advised.

**Subd. 2:** Sick leave allowed shall be deducted from the accrued sick leave days earned by the BGDs.

**Subd. 3:** In the case of illness in the BGDs immediate family, sick leave may be used as in the case of the BGDs personal illness. For this purpose, "immediate family," includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the BGD or other significant personal relationship.

**Section 2: Earned Safe and Sick Time (ESST):**

**Subd. 1.** As of July 1, 2024, 48 hours of ESST time will be front loaded into the ESST Leave. As of January 1, 2024, sick time may be used for ESST reasons (up to 48 hours).

**Subd. 2.** ESST hours may accumulate to a maximum of eighty (80) hours. Accrued unused sick and ESST leave may be carried over to the next school year but remains subject to the maximum accrual of 80 hours.

**Subd. 3.** ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447.

**Subd. 4.** When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event pursuant to Subdivision 3(2.) of this Section, in order to receive ESST pay. The teacher will be advised when documentation is required

**Subd. 5.** Leave will be deducted from accumulated ESST until ESST is exhausted.

**Subd. 6.** Approval/Notice: Employee shall provide his/her supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. ESST may be approved only upon the employee's submission of a request using the authorized ESST pay request form available electronically.

**Subd. 7.** Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

**Subd. 8.** Separation. An employee shall not be paid for unused accumulated sick leave/ESST upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued after January 1, 2024, and unused at the time of said separation shall be reinstated upon rehire.

#### Section 4. Personal Leave:

Personal leave day is defined as paid leave with no discretion from the District.

**Subd. 1.** The BGD shall be granted Two (2) days (16 hrs.) of personal leave each year with no loss of pay.

#### Section 5. Child Care Leave:

Child care leave without pay may be granted upon a written request by the BGD with the extent of leave to be mutually agreed upon by the employee and the School Board. Upon return from such leave, the BGD shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the DISTRICT during such period unless previously discharged or laid off.

#### Section 6. Extended Leave:

A BGD may be granted an extended leave without pay for a period of time mutually agreed upon. The BGD may continue his/her group insurance at his/her own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

#### Section 7. Holiday and Vacation:

**Subd. 1.** The BGD shall receive the following paid holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, Juneteenth, Independence Day, and two (2) Floating Day.  
Subd. 2, The BGD shall be entitled to twelve (12) days (96 hrs.) vacation with pay.

Section 8. Bereavement:

Subd. 1, The BGD will be allowed five (5) days of bereavement leave in case of a death of a spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship. Additional time requests may come from accumulated sick leave as requested and approved by the Superintendent. All accumulated leaves must be used prior to leaves without pay.

Subd. 2, Additional bereavement leave in the case of death in the family will be at the discretion of the School District.

Section 9. Jury Service:

A BGD who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 10. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 11. BGD Leave:

The BGD will be allowed to attend the meetings and workshops per District Staff Development Policy and Procedures.

**ARTICLE VI  
HEALTH BENEFIT**

Section 1. Health and Medical Benefit:

For the time period of July 1, 2023 through June 30, 2025 the District will provide for Single or Family coverage not to exceed the annual amount of \$0 to be applied to each individual District Group Health Insurance Premium.

Section 2. Eligibility:

The School District contribution will be provided to BGD and provided on a pro rata basis for those BGDs employed on a part time basis. The District's Health Insurance is available to any BGDs working 25 hours or more per week. The contribution is at the level of the Terms and Conditions of Employment.

Section 3. Duration of Insurance Contribution:

A BGD is eligible for School District contribution as provided in this Article as long as the BGD is employed by the School District. Upon termination of employment, all School District contributions shall cease. The BGD may remain in the plan for eighteen (18) months by paying his/her own premium as provided by M.S. 62A.17. If retiring BGD may stay on the policy indefinitely via MS 471.61 by paying the monthly premium.

Section 4. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

## **ARTICLE VII COMPENSATION**

### Section 1. Salary:

Subd. 1. The BGD shall be paid the following yearly salary.

2023-2024	\$60,000 prorated	2024-2025	\$60,000
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### SECTION 2. Mileage:

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate per school district policy.

### SECTION 3. Boiler License:

The Buildings and Grounds Director is required to carry a minimum of a First Class Boilers License or higher.

## **ARTICLE VII OTHER PROVISIONS**

### Section 1. Dues:

The BGD are encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The BGD shall present appropriate statements for approval as provided by law.

Section 2. 403B: The District will match \$1500 in the BGD's 403B account per year.

## **ARTICLE VIII DURATION, SUBSEQUENT TERMS AND CONDITIONS, EXPIRATION, TERMINATION DURING THE TERM, AND MUTUAL CONSENT**

### Section 1. Duration:

The Terms and Conditions of Employment will commence on February 1, 2024, and end on June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Secretaries or unless terminated as provided in this Terms and Conditions of Employment.

### Section 2. Subsequent Contract:

#### Subd. 1. Notice by BGD:

The BGD shall provide written notice to the Superintendent calling to the Superintendent's attention the notice requirements as contained in this section not less than ninety (90) calendar days prior to the expiration date of the Terms and Conditions of Employment.

Subd. 2. Notice by Superintendent:

Upon receipt of the notice addressed in Subd. 1, the Superintendent shall confer with the School Board and, no later than sixty (60) days prior to the expiration of this the Terms and Conditions of Employment, shall notify the BGD as to the School Board’s intent to enter into a new the Terms and Conditions of Employment.

Section 3. Expiration:

The Terms and Conditions of Employment shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District’s employment of the BGD shall cease, unless a subsequent Terms and Conditions of Employment is entered into by the parties. In the event the parties fail to follow the time lines as provided in the Terms and Conditions of Employment, the BGDs employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Terms and Conditions of Employment with the BGD or until the School Board provides fifteen (15) calendar days of written notice of the termination of a BGDs employment.

Section 4. Termination During the Term:

The School District shall have the right to impose discipline on the BGD for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the BGD and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. If the School Board proposes to terminate a BGD during the term of the Terms and Conditions of Employment for cause it shall notify the BGD in writing of the proposed grounds for termination.

Section 5. Mutual Consent:

The Terms and Conditions of Employment may be terminated at any time by mutual consent of the School Board and a BGD.

**ARTICLE IX  
SEVERABILITY**

The provisions of the Terms and Conditions of Employment shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Terms and Conditions of Employment or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed  
My signature this 12<sup>th</sup> day of  
Feb, 2024.

  
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Buildings & Grounds Director

IN WITNESS WHEREOF, we have subscribed  
our signatures this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk