

NOTICE OF PUBLIC MEETING

LUDINGTON BOARD OF EDUCATION - LUDINGTON AREA SCHOOL DISTRICT 809 E. Tinkham Avenue, Ludington, Michigan 49431 – Phone 231-845-7303

This is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated on the agenda.

Mission: The Ludington Area School District, in partnership with parents and community, will educate and empower students to adapt and succeed in their future.

MEETING: Regular Board of Education Meeting
DATE: April 18, 2022
TIME: 6:00 p.m.
PLACE: Ludington Area Schools Administration Office, 809 E Tinkham Ave, Ludington, Michigan

REGULAR MEETING

1. CALL TO ORDER & ROLL CALL
Steve Carlson Bret Autrey Mike Nagle Stephanie Reed Josh Snyder Leona Ashley Scott Foster
2. PLEDGE OF ALLEGIANCE
3. SPECIAL PRESENTATION
 - a. PBIS ~ Mike Hart, OJ DeJonge Middle School Principal & Abby Schaperkotter, OJ Assistant Principal
 - b. All State Athlete Recognition
4. AGENDA MODIFICATION
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA
 - a. Ratification of Bill Payment - Per Summary Dated: April 18, 2022
 - b. Approval of Minutes – Regular Meeting Dated: March 21, 2022
 - c. Hiring Approvals
 - d. Resignation Acceptances
7. BOARD COMMITTEE REPORTS
 - a. Personnel/Policy Committee Report April 13, 2022
 - b. Finance/Negotiation Committee Report April 13, 2022
 - c. Building & Site Committee Report April 15, 2022
8. SUPERINTENDENT'S REPORT and COMMENTS
 - a. Oriole Award
 - b. Strategic Plan
9. DISCUSSION ITEMS
 - a. Elementary Bond Project Application and Certificate for Payment #24
 - b. WSESD 2022-2023 General Fund Budget Resolution
 - c. NEOLA Policy Volume 36 Number 2
 - d. Purchase of 1:1 Technology
 - e. Pere Marquette Property Bid Resolution
 - f. Issuance of 2022 School Building and Site Bonds, Series II
 - g. ADHERA Compliance Resolution
10. ACTION ITEMS
 - a. Elementary Bond Project Application and Certificate for Payment #24
 - b. WSESD 2022-2023 General Fund Budget Resolution
 - c. NEOLA Policy Volume 36 Number 2
 - d. Purchase of 1:1 Technology
 - e. Pere Marquette Property Bid Resolution
 - f. Issuance of 2022 School Building and Site Bonds, Series II Resolution
 - g. ADHERA Compliance Resolution
 - h. Awarding Bid for Demolition of Franklin Elementary
11. OTHER ITEMS OF BUSINESS & ANNOUNCEMENTS
12. ADJOURNMENT

Official minutes of the Ludington Board of Education are available for public inspection during normal business hours at the Board of Education's Central Business Office, 809 E. Tinkham Avenue, Ludington, Michigan. The Ludington Area School District is an equal opportunity employer and provider. If you are an individual with a disability who is in need of special accommodations to attend or participate in a public meeting please contact Superintendent Dr. Kyle Corlett at 231-845-7303 at least 24 hours prior to the meeting or as soon as possible.

Memorandum - Office of the Superintendent

TO: Board of Education
FROM: Dr. Kyle B. Corlett, Superintendent
RE: Regular Meeting ~ Agenda Notes

CITIZEN PARTICIPATION

Review Board Policy 0167.3: Public Participation at Board Meetings

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

To permit fair and orderly public expression, the Board shall provide a period for public participation at every regular meeting of the Board and publish rules to govern such participation in Board meetings. The rules shall be administered and enforced by the presiding officer of the meeting.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business, or at the discretion of the presiding officer.
- B. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- C. Each statement made by a participant shall be limited to three (3) minutes duration.
- D. No participant may speak more than once.
- E. Participants shall direct all comments to the Board and not to staff or other participants.
- F. The presiding officer may:
 1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
 2. request any individual to leave the meeting when that person does not observe reasonable decorum;
 3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
 4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
 5. waive these rules with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.
- G. The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes, but the timeframe will be extended, if necessary, so that no one's right to address the Board will be denied.
- H. Tape or video recordings are permitted. The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment, and agrees to abide by the following conditions:
 1. No obstructions are created between the Board and the audience.
 2. No interviews are conducted in the meeting room while the Board is in session.
 3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.
- I. Each Board agenda will include the following statement, "Public participation shall be permitted only as indicated on the order of business."

Revised: January 21, 2019

Legal: M.C.L.A. 15.263(4)(5)(6), 380.1808

CONSENT AGENDA

Hiring Approvals

- Patricia Bos, Food Service Aide
- Jody Rhodes, Food Service Aide
- Sharilyn Rotta, Food Service Aide
- Kate Watkins, LES Aide
- Catherine Webster, Transportation Aide

Resignation Acceptances

- Diana Gatzke, LES Aide
- Heather Killips, Food Service Aide
- Sandra Ramirez, OJ Aide
- Amy Wojcicki, ELL Coordinator

SUPERINTENDENT'S REPORT

Oriole Award

The April award recipient will be announced at the meeting.

DISCUSSION ITEMS

Elementary Bond Project Application and Certificate for Payment #24

We will need an action item at the Board meeting on Monday to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment in the amount of \$661,805.48 as certified by the architect and construction manager, and as outlined in the Certificate for Payment. The District received the pay application information from the construction manager to process on April 12, 2022.

WSESD 2022/2023 General Fund Budget Resolution

We will discuss the WSESD General Fund Budget Resolution and will ask the board to take action to approve the resolution, as presented. An overview of the presentation that was provided to districts by WSESD will be reviewed with the Board prior to taking action on the budget resolution.

NEOLA Policy Volume 36 Number 2 Updates Spring 2022

Policy 6110 Grant Funds

New language added for Maintenance of Effort and Equity- requires that Federal programs will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions or waivers.

Policy 6114- Cost Principles- Spending Federal Funds

Limitations or exclusions... including prohibitions regarding costs incurred for telecommunications and video surveillance services or equipment.

All Federally-funded contracts in excess of \$2,000 related to construction, alterations, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

Policy 6325- Procurement- Federal Grants/Funds

All Federally-funded contracts in excess of \$2,000 related to construction, alterations, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

Increase in thresholds for getting bids for purchases: Micro-Purchases (under \$10,000)

Small Purchases of property or services- increase from \$25,288 to \$26,046 to get an appropriate amount of bids

Small Purchases of supplies, materials, equipment- increase from \$25,288 to \$26,046 get two or more bids

Purchase of 1:1 Technology

It's time to purchase a fresh round of iPads for grades K-12, as well as cases. The cases for this round are sturdier than before and, for the high school students, will include a keyboard. The last round of iPads lasted three years, but we anticipate this round lasting five years.

Pere Marquette Property Bid Resolution

The board will review and approve the bids for the Pere Marquette building.

Issuance of 2022 School Building and Site Bonds, Series II

Last month the board approved going out for the sale of our bonds. This resolution approves the bid from Citibank to purchase the bonds as they had the lowest interest rate.

ADHERA Compliance Resolution

The district is required to have an employee be trained in asbestos assessments and be able to conduct such assessments every year. This resolution approves Tyrone Collins to fill that position.

ACTION ITEMS

Elementary Bond Project Application and Certificate for Payment #24

Board President: *We will need a motion to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment in the amount of \$661,805.48 as certified by the architect and construction manager, and as outlined in the Certificate for Payment. The District received the pay application information from the construction manager to process on April 12, 2022.*

Motion by Member _____, *to approve the certificate for payment on the elementary school bond project and to authorize the District to pay the certificate for payment in the amount of \$661,805.48 as certified by the architect and construction manager, and as outlined in the Certificate for Payment.*

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

WSESD 2022/2023 General Fund Budget Resolution

Board President: *We will need a motion to approve the WSESD 2022/2023 General Fund Budget.*

Motion by Member _____, *to approve the WSESD 2022/2023 General Fund Budget as presented.*

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

NEOLA Policy Volume 36 Number 2

Board President: *We will need a motion to approve the NEOLA Policy Volume 36 Number 2 Updates as presented.*

Motion by Member _____, *to approve the NEOLA Policy Volume 36 Number 2 Updates as presented.*

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Purchase of 1:1 Technology

Board President: We will need a motion to approve the purchase of one to one technology devices as presented.

Motion by Member _____, to approve the purchase of one to one technology devices as presented.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Pere Marquette Property Bid Resolution

Board President: We will need a motion to approve the bid resolution for the purchase of the Pere Marquette property.

Motion by Member _____, to approve the bid resolution for the purchase of the Pere Marquette property.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Issuance of 2022 School Building and Site Bonds, Series II Resolution

Board President: We will need a motion to approve the Resolution Authorizing the Issuance of 2022 School Building and Site Bonds, Series II as written and prepared by Thrun Law, P.C.

Motion by Member _____, to approve the Resolution Authorizing the Issuance of 2022 School Building and Site Bonds, Series II as written and prepared by Thrun Law, P.C.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

ADHERA Compliance Resolution

Board President: We will need a motion to approve the ADHERA Compliance Resolution as presented.

Motion by Member _____, to approve the ADHERA Compliance Resolution as presented.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Awarding Bid for Demolition of Franklin Elementary

Board President: We will need a motion to approve the Awarding Bid for Demolition of Franklin Elementary as presented.

Motion by Member _____, to approve the Awarding Bid for Demolition of Franklin Elementary as presented.

Support by Member _____.

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N) Stephanie Reed
(Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

RATIFICATION OF BILL PAYMENT

April 18, 2022

Period: 3/16/2022 through 4/12/2022

GENERAL OPERATING FUND

Payroll 3/25/22 754,606.26

Payroll 4/8/22 683,914.71

Total Payroll 1,438,520.97

Bills (3/16/22 through 4/12/22) 1,379,216.16

2,817,737.13

TOTAL GENERAL OPERATING FUND

TOTAL ATHLETIC FUND 12,697.57

Bills (3/16/22 through 4/12/22)

TOTAL LUNCH FUND 43,619.12

Bills (3/16/22 through 4/12/22)

GRAND TOTAL ALL FUNDS 2,874,053.82

Bills (3/16/22 through 4/12/22)

**LUDINGTON AREA SCHOOLS
BALANCE SHEET
For the Month Ending March 31, 2022**

		Current Year
<u>Assets</u>		
Savings/Checking Accounts	\$	725,066
Investments	\$	3,181,015
Taxes Receivable	\$	-
Accounts Receivable	\$	144,667
Due from Other Funds	\$	1,018,226
Due from Other Governmental Units	\$	-
Inventory	\$	-
Prepaid Expenses	\$	192,246
Other Assets	\$	-
Total Assets		<u>\$ 5,261,220</u>
 <u>Liabilities and Fund Equity</u>		
Liabilities:		
Accounts Payable	\$	10,292
Payroll Liabilities	\$	(1,672)
Accrued Expenses	\$	-
Due to Other Funds	\$	121,861
Due to Other Governmental Units	\$	-
Deferred Revenue	\$	258,810
Note Payable	\$	-
Total Liabilities	\$	<u>389,291</u>
Fund Equity:		
Inventory (Reserved)	\$	-
Other Fund Balance	\$	<u>4,871,929</u>
Total Fund Balance	\$	<u>4,871,929</u>
Total Liabilities and Fund Equity		<u>\$ 5,261,220</u>

**LUDINGTON AREA SCHOOLS
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending March 31, 2022**

REVENUES:	Budget	Year to date	Balance	% spent
Local	\$ 16,160,577	\$ 17,155,283	\$ (994,706)	106.16%
State	\$ 5,660,564	\$ 3,032,956	\$ 2,627,608	53.58%
Federal	\$ 3,641,313	\$ 305,393	\$ 3,335,920	8.39%
Transfers	\$ 592,734	\$ 262,512	\$ 330,222	44.29%
 Total Revenue	 \$ 26,055,188	 \$ 20,756,144	 \$ 5,299,044	 79.66%
 EXPENDITURES:				
Instruction/Basic	\$ 13,053,597	\$ 8,509,003	\$ 4,544,594	65.19%
/Added Needs	\$ 4,048,551	\$ 2,565,043	\$ 1,483,508	63.36%
Support Service/Pupil	\$ 886,027	\$ 598,062	\$ 287,965	67.50%
/Instructional	\$ 887,496	\$ 560,155	\$ 327,341	63.12%
/Gen. Admin.	\$ 469,495	\$ 366,790	\$ 102,705	78.12%
/School Admin.	\$ 1,831,732	\$ 1,363,137	\$ 468,595	74.42%
/Business	\$ 517,912	\$ 413,807	\$ 104,105	79.90%
/Oper. & Maint.	\$ 1,981,708	\$ 1,466,797	\$ 514,911	74.02%
/Transportation	\$ 925,583	\$ 671,518	\$ 254,065	72.55%
/Central Services	\$ 286,295	\$ 187,978	\$ 98,317	65.66%
/Athletics	\$ 868,796	\$ 692,957	\$ 175,839	79.76%
/Comm Services	\$ 120,573	\$ 90,593	\$ 29,980	75.14%
/Transfers	\$ 13,011	\$ -	\$ 13,011	0.00%
 Total Expenditures	 \$ 25,890,776	 \$ 17,485,842	 \$ 8,391,923	 67.54%
Excess of Revenue over Expenses		\$ 3,270,302		
 Fund Balace 6/30/21	 \$ 1,602,806	 \$ 1,602,806		
 Ending Fund Balance		 \$ 4,873,108		

Prepared by the Business Office

LUDINGTON AREA SCHOOLS
Building and Site Funds
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending March 31, 2022

REVENUES:	Budget	year to date	Balance	% spent
Tax Revenue Sinking	\$ 373,298	\$ 370,355	\$ 2,943	99.21%
Interest Sinking Fund	\$ 2,000	\$ 1,815	\$ 185	90.75%
Other Income	\$ 12,970	\$ -	\$ 12,970	0.00%
Total Revenue	\$ 388,268	\$ 372,170	\$ 16,098	95.85%
EXPENDITURES:				
Equipment	\$ -	\$ -	\$ -	0.00%
Construction Sinking	\$ 382,268	\$ 8,332	\$ 373,936	2.18%
Tax Appeals	\$ 6,000	\$ 66	\$ 5,934	1.10%
Total Expense	\$ 388,268	\$ 8,398	\$ 379,870	2.16%
Fund Balace 6/30/21	\$ 804,772	\$ 804,772		
Ending Fund Balance		\$ 1,168,544		

LUDINGTON AREA SCHOOLS
Technology Fund
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending March 31, 2022

REVENUES:	Budget	year to date	Balance	% spent
Bond Issuance	\$ 930,000	\$ 930,000	\$ -	100.00%
Interest	\$ 2,000	\$ 626	\$ 1,374	31.30%
Total Revenue	\$ 932,000	\$ 930,626	\$ 1,374	99.85%
EXPENDITURES:				
Issuance Costs	100,000	\$ 23,377	\$ 76,623	8.40%
Equipment	1,151,455	\$ 58,491	\$ 1,092,964	0.00%
Construction	10,000	\$ -	\$ 10,000	0.00%
Total Expense	1,261,455	\$ 81,868	\$ 1,179,587	6.49%
Fund Balace 6/30/21	\$ 445,102	\$ 445,102		
Ending Fund Balance		\$ 1,293,860		

Prepared by the Business Office

LUDINGTON AREA SCHOOLS
Capital Projects Fund
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending March 31, 2022

REVENUES:	Budget	year to date	Balance	% spent
Bond Issuance	\$ 61,435,000	\$ -	\$ 61,435,000	0.00%
Interest Earnings	\$ 50,586	\$ 51,646	\$ (1,060)	102.10%
Energy Rebates	\$ -	\$ 29,111		
Total Revenue	\$ 61,485,586	\$ 80,757	\$ 61,404,829	0.13%

EXPENDITURES:				
Bond Issuance Costs	1,234,860	\$ 34,250	\$ 1,200,610	0.00%
Contracted Services	-	\$ -	\$ -	0.00%
Site Improvements	1,713,292	\$ 1,793,918	\$ (80,626)	0.00%
Consulting Services	1,556,389	\$ 1,058,769	\$ 497,620	68.03%
Legal Fees	5,000	\$ -	\$ 5,000	0.00%
Building Construction	10,413,992	\$ 9,932,643	\$ 481,349	95.38%
Other Expense		\$ 1,642,913	\$ (1,642,913)	0.00%
Total Expense	14,923,533	14,462,493	\$ 461,040	96.91%

Fund Balance 6/30/2021 \$ 14,833,103 \$ 14,833,103

Ending Fund Balance \$ 451,367

Prepared by the Business Office

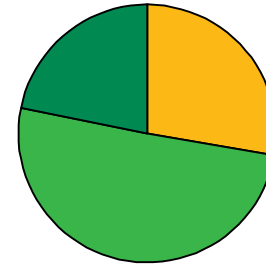
Market Overview

	Current Period	Year-to-Date
	03/01/2022	01/01/2022
Beginning Market Value	7,446,195.52	12,741,860.94
Income		
Interest		860.94
Dividends	106.89	317.44
Net Contributions/Distributions		
Receipts	1,724,310.00	3,375,048.83
Disbursements	(3,226,650.27)	(10,174,126.01)
Change in Market Value	0.00	0.00
Ending Market Value	5,943,962.14	5,943,962.14

Capital Gains

	Current Period	Year-to-Date
Short-term Capital Gain / (Loss)	0.00	0.00
Long-term Capital Gain / (Loss)	0.00	0.00

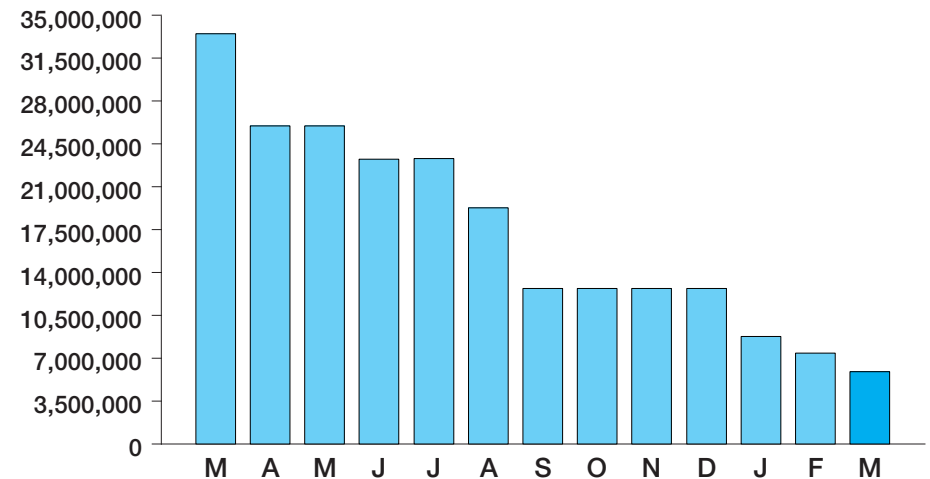
Asset Allocation



- Unique Assets
- Short Term Investments
- Money Markets and Cash

Account Value Percentage	Market Value
28%	\$1,650,000
50%	\$2,998,038
22%	\$1,295,924
100%	\$5,943,962

Historical Value





Portfolio(s) included in Statement

Portfolio Number: 150363.1 Portfolio Name: Ludington Area Schools Custody 2019

Transaction Summary

	Income Cash	Principal Cash	Cost	Market Value Including Cash
Beginning Market Value	0.00	0.00	7,446,195.52	7,446,195.52
Income				
Interest		(106.89)	106.89	
Dividends		106.89		106.89
Additions				
Transfers		1,724,310.00		1,724,310.00
Disbursements				
Other		(1,502,778.23)	(1,723,872.04)	(3,226,650.27)
Sales & Maturities		604,098.44	(604,098.44)	
Ending Market Value	0.00	825,630.21	5,118,331.93	5,943,962.14





Statement of Investment Position

Units Description	Symbol Cusip	Cost Basis		Market Value		Unrealized Gain / (Loss)	Estimated Annual Income	Yield %
		Unit	Total	Unit	Total			
Unique Assets								
Unique Assets								
1,650,000	Flagstar Bank CD	1.00	1,650,000.00	1.00	1,650,000.00		0	
Total Unique Assets			1,650,000.00		1,650,000.00	0.00	0	
Total Unique Assets			1,650,000.00		1,650,000.00	0.00	0	
Short-term Investments								
Short Term Investments								
3,000,000	Virginia Polytechnic Inst & Stuniv CP DTD 1/11/2022 0% 5/5/2022	92806SE56	1.00	2,998,038.34	99.93	2,998,038.34	6,692	0.22
Total Short Term Investments				2,998,038.34		2,998,038.34	0.00	6,692
Total Short Term Investments				2,998,038.34		2,998,038.34	0.00	6,692
Money Markets & Cash								
Money Market Funds								
470,293.59	Michigan Class Cooperative Liquid Asset	SF8888741	1.00	470,293.59	1.00	470,293.59	1,824	0.39
Total Money Market Funds				470,293.59		470,293.59	0.00	1,824
Cash								
825,630.21	Cash		1.00	825,630.21	1.00	825,630.21		0
Total Cash				825,630.21		825,630.21	0.00	0
Total Money Markets and Cash				1,295,923.80		1,295,923.80	0.00	1,824
Account Total				5,943,962.14		5,943,962.14	0.00	8,516



Ludington Area Schools
Board of Education
Meeting Minutes March 21, 2022

This is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated on the agenda.

Mission: Ludington Area School District, in partnership with parents and community, will educate and empower students to adapt and succeed in their future.

REGULAR MEETING

- I. Call to Order & Roll Call ~ The meeting was held in the Administration Office Boardroom. The meeting was called to order by Steve Carlson, Board President at six o'clock p.m.
Members Present: Steve Carlson, Bret Autrey, Mike Nagle, Stephanie Reed, Josh Snyder, and Scott Foster
Members Absent: Leona Ashley
- II. Pledge of Allegiance.
- III. Special Presentation
 - A. Ludington Elementary Principals Brian Dotson and Katie Eisinger presented reading month activities, M-STEP and NWEA assessment data.
 - B. Randy Fountain presented the transition to the West Michigan Conference for middle and high school athletics.
- IV. Agenda Modification - None to report.
- V. Citizen Participation - One citizen addressed the board.
- VI. Consent Agenda
 - A. Ratification of Bill Payment Summary March 16, 2022 was approved by consent.
 - B. Minutes for the February 21, 2022 meeting were approved by consent.
 - C. Approvals for hiring: Haley Stakenas, Susan Moffitt, Paul Wonnacott, Jason Burns, Chazz Rhorer, Steve Forsberg; resignation acceptances for Jennifer Foote, Leslie Miller, Tangy Melonas, Dadrina Slater, Alexis Justice; and retirements for Annette Espinoza, Jim Klug, Julie Rickards, Heidi Urka were approved by consent as presented.
Motion by Snyder, supported by Autrey, to approve the consent agenda as written and presented.
Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.
- VII. Superintendent Report
 - A. The Superintendent presented the March Soaring Oriole Award to Dan Soneral. Dr. Corlett gave an update on the Strategic Planning Process and discussed the middle school and high school design updates.
- VIII. Discussion Items
 - A. The board discussed the Elementary Bond Project Application and Certificate for Payment #23.
 - B. The West Shore Designation of Representative was discussed. Josh Snyder is unable to attend so Stephanie Reed will plan to attend the meeting.
 - C. Much of the Ludington Area School district's copier fleet is in need of replacement. There was money in the 2019 construction bond to pay for printers, and now that we're moved into the building it's time to make some purchases of copiers. All of the larger, high-volume machines are at the end of their useful life and keeping them will result in higher maintenance fees. The elementary copy center will allow for purchasing fewer of the more expensive machines. So we'll be purchasing 5 of the more expensive machines to replace the 7 that we have as well as 4 of the multi-function to replace 2 that are at the end of their life as well as 2 more to replace aging larger machines. Money was budgeted in the 2019 construction bond to pay for copiers. We are purchasing the machines off the REMC state bid website and they will work with our existing print servers. Lead times are long,

Ludington Area Schools
Board of Education
Meeting Minutes March 21, 2022

but we hope to get the copiers this summer for the start of the 2022-2023 school year. The quote for the copier purchases are in the amount of \$75,234.84.

D. The Interconnected System Framework for School-Based Mental Health Services agreement was discussed. This agreement will allow Thrun Law, Inc. to represent all the school districts in Mason County.

E. The Pere Marquette Property Resolution authorized the district to relist the Pere Marquette building with an asking price of \$100,000 but also that we would consider any offer. We have to relist the property since FiveCap backed out of purchasing it.

F. Lawn maintenance equipment purchase was presented. We are looking at doing our own landscaping instead of contracting with Larsen's. We pay Larsen's between \$40,000-\$50,000 a year. We believe we can include these responsibilities to the regular schedules of our three maintenance workers without increasing hours. But we need to spend about \$43,000 in equipment, such as lawn mowers and weed wackers. An amount not to exceed \$50,000 for equipment was requested due to changing pricing.

G. Neola Policy Updates Volume 36 Number 2 were presented. We will have two readings of new policies before they are adopted. This month will count as the first reading and we'll approve these changes at the April meeting. Policy revisions reflect current changes in the law and should be adopted to maintain accurate policies.

Policy 1616- Staff Dress and Grooming (New)

Policy 3216 - Staff Dress and Grooming (Revised)

Policy 4216 - Staff Dress and Grooming (Revised)

Optional language has been added to state what is legally required with regard to enforcing the dress code in a nondiscriminatory/uniform manner and affirming an employee's right to dress in accordance with their gender identity (within the constraints of the adopted dress code). The added language is an option because there is no requirement to include such language in policy or administrative guidelines. Implementation of such measures is required in accordance with the stated principles, whether they are in writing or not, in order to comply with Title IX and Title VII.

Policy 5511- Staff Dress and Grooming (Revised)

Optional language has been added to state what is legally required with regard to enforcing the dress code in a nondiscriminatory/uniform manner and affirming a student's right to dress in accordance with their gender identity (within the constraints of the adopted dress code). The added language is an option because there is no requirement to include such language in policy or administrative guidelines. Implementation of such measures is required in accordance with the stated principles, whether they are in writing or not, in order to comply with Title IX and Title VII.

Policy 6110 - Grant Funds (Revised)

This policy has been revised to include the latest changes to the Education Department General Administrative Regulations (EDGAR). Specific requirements for Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) will need to be documented and provided at the time of audit of specific funded programs (ESSER, GEER, etc.) This revised policy reflects current EDGAR provisions and should be adopted to maintain accurate policies.

Policy 6114 - Cost Principles - Spending Federal Funds (Revised)

Policy 6325 - Procurement - Federal Grants/Funds (Revised)

These policies have been revised to include the latest changes to the Education Department General Administrative Regulations (EDGAR). Specific prohibitions regarding costs incurred for

Ludington Area Schools
Board of Education
Meeting Minutes March 21, 2022

telecommunications and video surveillance services or equipment are included, along with the Davis-Bacon prevailing wage provisions for contracts in excess of \$2,000 related to construction, alteration, repairs, etc. These revisions reflect current EDGAR provisions and should be adopted to maintain accurate policies.

H. MDHHS & DHD updates were shared. Contact tracing and testing are no longer required. We are thankful for the services of the Michigan National Guard for testing the past few months.

I. The Emergency Operations Plan has been updated. This is a living document and should be updated periodically. Thank you to Liz Reimink, Mason County Emergency Manager for her work with the district on the plan review. It is appreciated. By adopting this new plan, we will have updates included for our new building and can qualify for safety grants.

IX. Action

A. Motion by Autrey, supported by Reed, to approve the certificate for payment #23 on the elementary school bond project and to authorize the District to pay the certificate for payment as certified by the architect and construction manager, and as outlined in the Certificate for Payment in the amount of \$762,373.89 as presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

B. Motion by Nagle, supported by Autrey, to designate Stephanie Reed to serve as our representative to attend the West Shore Educational Service District 2022-2023 General Fund Budget Hearing. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

C. Motion by Autrey, supported by Foster, to approve the technology copier replacement purchases in the amount of \$75,234.84 as presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

D. Motion by Nagle, supported by Reed, to approve the Conflict of Interest Waiver for the Interconnected System Framework as presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

E. Motion by Autrey, supported by Nagle, to approve the United Way Mason County Family Link Support Agreement Renewal in the amount of \$20,000 as presented.

Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Abstain: Snyder. Motion: Passes 5-0-1.

F. Motion by Snyder, supported by Reed, to approve the Pere Marquette Property Resolution prepared by Thrun Law, Inc. as written and presented. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

G. Motion by Foster, supported by Autrey, to approve the purchase of lawn maintenance equipment in an amount not to exceed \$50,000. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

H. Motion by Nagle, supported by Reed, to approve the Emergency Operations Plan Update. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

X. Other Items of Business and Announcements ~ Mike Nagle commended the leadership of the extra-curricular activities on outstanding performance. There are a lot of great things going on outside of the classroom. Steve Carlson thanked Brian Dotson for his service to the District.

XI. Adjournment ~ Motion by Autrey, supported by Snyder, to adjourn the meeting at 6:55 p.m. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Foster. Nays: None. Motion: Passes 6-0.

Michael W. Nagle, Secretary, Board of Education

Approved _____

(Official minutes of the Ludington Board of Education are available for public inspection during normal business hours at the Board of Education's central business office, 809 E. Tinkham Avenue, Ludington, Michigan. Phone 231-845-7303.) *The Ludington Area School District is an equal opportunity employer and provider.*

WEST SHORE EDUCATIONAL SERVICE DISTRICT
GENERAL FUND

DETAIL BUDGET PROJECTION
FOR THE FISCAL YEARS ENDING JUNE 30, 2022 AND JUNE 30, 2023

	Actual 2020/2021	Current Proposed 2021/2022	Current Proposed 2022/2023
<u>REVENUES</u>			
Local Sources	\$ 1,454,151	\$ 1,380,513	\$ 1,387,435
State Sources	4,357,022	5,056,159	4,926,478
Federal Sources	312,991	492,093	139,752
TOTAL REVENUES	\$ 6,124,164	\$ 6,928,765	\$ 6,453,665
Incoming Transfers / Transactions	-	-	-
TOTAL REVENUES & INCOMING TRANSFERS / TRANSACTIONS	\$ 6,124,164	\$ 6,928,765	\$ 6,453,665
<u>EXPENDITURES</u>			
INSTRUCTION			
Basic Programs	\$ 1,202,511	\$ 1,333,322	\$ 1,352,884
Added Needs	-	-	-
SUPPORT SERVICES			
Pupil	394,215	594,971	655,597
Instructional Staff	1,376,017	1,633,475	1,910,006
General Administration	275,652	334,856	340,139
School Administration	129,447	143,670	135,884
Business	363,268	375,879	378,629
Operation / Maintenance	63,837	46,000	50,100
Pupil Transportation	1,530	6,500	8,000
Central	318,487	338,781	350,152
Other Support Services	3,000	3,000.00	3,000.00
COMMUNITY SERVICES	220,636	240,880	158,735
TOTAL EXPENDITURES	\$ 4,348,600	\$ 5,051,334	\$ 5,343,126
Outgoing Transfers / Other Transactions	1,317,881	1,584,520	1,114,620
TOTAL APPROPRIATED	\$ 5,666,481	\$ 6,635,854	\$ 6,457,746
EXCESS REVENUES (APPROPRIATIONS)	\$ 457,683	\$ 292,911	\$ (4,081)
BEGINNING FUND BALANCE ACTUAL			
NON-SPENDABLE	\$ 243	\$ 1,331	\$ 1,331
FUND BALANCE MINIMUM	1,416,620	1,416,620	1,658,964
RESTRICTED	-	-	-
ASSIGNED	89,125	62,369	100,000
UNASSIGNED	1,217,782	1,701,133	1,714,070
TOTAL	\$ 2,723,770	\$ 3,181,453	\$ 3,474,364
ENDING FUND BALANCE			
NON-SPENDABLE	\$ 1,331	\$ 1,331	\$ 2,000
FUND BALANCE MINIMUM	1,416,620	1,658,964	1,614,437
RESTRICTED	-	-	-
ASSIGNED	62,369	100,000	100,000
UNASSIGNED	1,701,133	1,714,070	1,753,847
TOTAL	\$ 3,181,453	\$ 3,474,364	\$ 3,470,283

The 2021/2022 and 2022/2023 budgets are based on the levying of .2760 mills on all property located in the West Shore Educational Service District.

**RESOLUTION ACCEPTING BID FOR
PERE MARQUETTE**

Ludington Area Schools, Mason County, Michigan (the “District”).

A regular meeting of the Board of Education (the “Board”) was held in Administration Office Boardroom, 809 East Tinkham Avenue, Ludington, Michigan, within the boundaries of the District, on the _____ day of April, 2022, at _____ o’clock in the p.m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____

WHEREAS, the District owns real property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, Parcel No. 051-423-005-00 (the “Property”);

WHEREAS, on March 22, 2022, the Board authorized the sale of the Property through a bid solicitation process;

WHEREAS, the Board received two (2) Property purchase bids, which bids were from Jason Miney (the “Miney Bid”) and Dreamweaver Lure Co., Inc., (the “Dreamweaver Bid”);

WHEREAS, the Board has determined that the Dreamweaver Bid in the amount of One Hundred Fifteen Thousand Two Hundred Fifty and 00/100 Dollars (\$115,250.00) is fair value for Property;

WHEREAS, the Board has determined to accept the Dreamweaver Bid;

WHEREAS, a Purchase Agreement for the sale of the Property from the District to Dreamweaver Lure Co., Inc. is in Attachment B (the “Purchase Agreement”); and

WHEREAS, the Board desires to authorize and direct District Superintendent Kyle Corlett or his designee, subject to review and approval by the District’s legal counsel, to: (1) make any revisions to the Purchase Agreement not inconsistent with this resolution and to sign the Purchase Agreement on behalf of the District; and (2) take any other action necessary to sell the Property to Dreamweaver Lure Co., Inc., including signing Property closing documents on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby accepts the Dreamweaver Bid in Attachment A.

2. The Board authorizes and directs District Superintendent Kyle Corlett or his designee, subject to review and approval by the District’s legal counsel, to: (1) make any revisions to the Purchase Agreement not inconsistent with this resolution and to sign the Purchase Agreement on behalf of the District; and (2) take any other action necessary to sell the Property to Dreamweaver Lure Co., Inc., including signing Property closing documents on behalf of the District.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ludington Area Schools, Mason County, Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on April _____, 2022, the original of which is part of the Board’s minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the “Open Meetings Act” (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

Attachment A

Bid Form
Pere Marquette, Ludington, Michigan

Bid Amount: \$ 115,250.⁰⁰ Neg / open to supplemental bids

Bidder agrees to the Property sale terms and conditions stated in the Notice of Bid Solicitation for Property Sale dated March 22, 2022 and the Purchase Agreement attached to that Notice, which concern property located at 1107 South Madison Street, Ludington, Michigan 49431, Parcel No. 051-423-005-00 (the "Property"). The Bidder's representative signing below represents that the representative is duly authorized to sign on behalf of the Bidder.

Bidder Name:

Dreamweaver Linc. Co, Inc.

Bidder Representative Name:

Shane Ruboyanes

Bidder Street Address:

5712 Brookwood Pl.

Bidder City, State, & Zip Code:

Ludington, Mi 49431

Bidder Telephone Number:

231-794-7626

Bidder Proposed Use of the Property:

Assembly / Distribution / offices

We provide Great Lakes trolling gear to

North America, primarily Midwest United States.



Bidder Representative Signature

4/12/22

Signature Date

Please send bids to:

Kyle Corlett, Superintendent
Ludington Area Schools
809 Tinkham Avenue
Ludington, Michigan 49431

Bids must be received by the District on or before 4:00 p.m. on April 12, 2022, at the address specified above. Bids received after that time will not be accepted. All bids must be accompanied by documentation demonstrating financial capability to pay the bid amount and a \$5,000 certified or cashier's check. The check shall be forfeited if a bid is selected and the bidder fails to timely execute the Purchase Agreement or close the transaction in accordance with the Purchase Agreement.

The Board of Education reserves the right to accept or reject any or all bids received, extend the bid deadline, allow supplemental bids, negotiate with any or all bidders, and accept the bid which the Board, in its sole discretion, determines best serves the interests of the District.

Attachment B

**PURCHASE AGREEMENT
PERE MARQUETTE**

This Purchase Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”), by and between Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E. Tinkham Ave., Ludington, Michigan 49431 (“Seller”) and Dreamweaver Lure Co., Inc., a Michigan corporation, whose address is 5712 Brookwood Place, Ludington, Michigan 49431 (“Purchaser”) (individually, a “Party” and collectively, the “Parties”), for the transfer by the Seller to the Purchaser of property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, Parcel No. 051-423-005-00 (the “Property”), upon the following terms and conditions:

1. **Property Transferred.** The Purchaser shall purchase and receive and the Seller shall sell the Property, including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining.
2. **Consideration.** The Property shall be purchased for one hundred fifteen thousand two hundred fifty and 00/100 dollars (\$115,250.00). As further consideration, the Purchaser agrees to take the Property subject to the disclaimer of warranties and transfer of environmental liability provisions contained in Paragraphs 8 and 9 below. The District has determined that the consideration in this paragraph is full and fair value for the Property, given the ongoing maintenance expenditures for the building on the Property.
3. **Closing.** Closing of the sale described herein shall take place on a date mutually agreed to by the Seller and Purchaser in writing, but shall be no later than 45 calendar days after the Effective Date (“Closing”). The Closing shall take place at the office of the Seller’s Superintendent of Schools or, at the Seller’s option, the title company that provides the title commitment described in Paragraph 6 below.
4. **Deed.** Seller will sign a deed to the Property at Closing and the transfer of Property title is subject to the terms of that deed. A copy of the deed the Seller anticipates to sign at Closing is attached to this Agreement as Exhibit A.
5. **Property Taxes and Assessments.** The Purchaser shall be responsible for all property taxes and assessments on the Property that become due after Closing, if any.
6. **Evidence of Title.** The Seller shall, at Purchaser’s expense, as soon as practical and in any event within 10 calendar days from the Effective Date, place an order for a title insurance owner’s policy commitment; the amount of coverage for the policy shall be determined by the Purchaser and communicated to the title company by the Purchaser before Closing. Within 10 calendar days of receipt of the commitment for title insurance, the Purchaser shall notify the Seller of any restrictions, reservations, limitations, easements, liens, and other conditions of record (together hereinafter called “Title Defects”), disclosed in such commitment which would unreasonably interfere with the Purchaser’s proposed use of the Property. Should the

Purchaser so notify the Seller of any such Title Defects, the Seller shall have until Closing to cure or remove same. If such objections are not cured by Closing, the Purchaser may, at the Purchaser's option, terminate this Agreement, or alternatively set a date with the Seller to extend the Closing date to a mutually agreed upon Closing date so as to provide the Seller with an additional opportunity to cure said Title Defects. In the event such reasonable objections are not cured by Closing, or any extension thereof, and the Purchaser elects not to waive its title objections, the Purchaser may terminate this Agreement, the deposit amount shall be retained by the Seller and neither Party shall have any further liability to the other under this Agreement. If Purchaser fails to notify the Seller of Title Defects within 10 calendar days as provided in this Paragraph, Purchaser shall purchase the Property with the Title Defects.

- . **Inspections, Surveys, Tests, and Zoning Approvals.** The Purchaser, its agents, or its independent contractors shall have the right and license to enter upon the Property upon reasonable advance notice to the Seller for the purposes of making or obtaining any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, site plan and zoning approvals and the like, all of which inspections and approvals shall be completed within 30 calendar days of the Effective Date (the "Inspection Period"). If the Purchaser has exercised its best efforts to conduct inspections of the Property and obtain any approvals but has not finalized same within the Inspection Period, then Purchaser and Seller may agree in writing to extend the Inspection Period and change the Closing date. If Purchaser is not reasonably satisfied with the condition of the Property or has not obtained all necessary site plan and zoning approvals because of factors beyond Purchaser's control and the Purchaser notifies the Seller of same within the Inspection Period or any extension thereof agreed to by the Parties, then this Agreement shall terminate, the deposit amount shall be retained by the Seller and neither Party shall have any further liability or responsibility hereunder.
- . Notwithstanding anything to the contrary in this Agreement, Purchaser, its agents, and its independent contractors shall use all reasonable efforts to minimize any damage to the Property in the performance of tasks pursuant to the preceding paragraph. In the event any portion of the Property is disturbed or altered by virtue of such tasks, the Purchaser shall promptly, at its sole expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration and shall indemnify and hold the Seller harmless from any loss, cost, or damage to the Property, including without limitation the Seller's actual attorneys' fees, caused by such tasks.
- . **Disclaimer of Warranties.** AT CLOSING, PURCHASER SHALL CONFIRM IN WRITING IT HAS CONDUCTED ALL INSPECTIONS WHICH, IN ITS SOLE DISCRETION, IT HAS DETERMINED NECESSARY TO ESTABLISH THE CONDITION OF THE PROPERTY. AT CLOSING, PURCHASER WILL EXECUTE THE PURCHASER'S STATEMENT THAT IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT B ("PURCHASER'S STATEMENT"). THE PURCHASER'S STATEMENT CONFIRMS IN WRITING THAT (A) PURCHASER HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS; AND (B) SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY

KIND WITH REGARD TO THE PROPERTY. THE PROVISIONS CONTAINED IN THE PURCHASER'S STATEMENT SHALL SURVIVE CLOSING.

9. **Environmental Matters.** It is the intention and agreement of Seller and Purchaser that following conveyance of the Property to the Purchaser, Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. Purchaser is accepting the Property in its "as is" condition with full liability therefor. Seller and Purchaser agree, if a conveyance of the Property occurs:

(a) Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

(b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys' fees incurred by the Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to subparagraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.

(c) The provisions of this Paragraph 9 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(d) This Paragraph 9 shall inure to the benefit and be binding upon the Purchaser, its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchaser.

(e) The provisions of subparagraphs (a) through (d), above, shall survive Closing. At Closing, the provisions of subparagraphs (a) through (d) shall be placed in recordable form, signed, and acknowledged by Purchaser and Seller and then recorded by Seller, at Purchaser's expense, with the Mason County, Michigan, Register of Deeds. A copy of the Transfer of Liability Agreement is attached hereto and made a part hereof as Exhibit C.

10. **Further Assurance.** Each Party shall execute and deliver such other and further documents or perform such acts as may be reasonably requested by the other to confirm and consummate the transaction that is the subject of this Agreement.

11. **Attorney's Opinion.** Purchaser acknowledges that Seller has recommended that Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before Closing.

12. **Time of Essence.** Time is of the essence with respect to all dates and times set forth in this Agreement.
13. **Cost of Closing.** At Closing, Purchaser shall pay for (i) the title insurance policy described in Paragraph 6 above; (ii) the entire closing fee imposed by the title company facilitating the closing this transaction; (iii) recording of the deed in Exhibit A, the Purchaser's Statement in Exhibit B, and the Transfer of Liability Agreement in Exhibit C; and (iv) any inspections, zoning approvals, and any attorney's opinion and services on behalf of Purchaser.
14. **Default and Termination.** In the event Seller fails or refuses to comply with the terms of this Agreement, for any reason other than the Purchaser's default hereunder, the Purchaser may, in its sole discretion, elect to terminate this Agreement and proceed with its legal and equitable remedies. In the event Purchaser fails or refuses to comply with the terms of this Agreement, for any reason other than the Seller's default hereunder, the Seller may, in its sole discretion, elect to terminate this Agreement and proceed with its legal and equitable remedies.
15. **Real Estate Brokers.** Purchaser agrees to indemnify and hold harmless Seller for any real estate brokers who Purchaser has retained for this transaction.
16. **Notices.** All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by certified mail, return receipt requested, addressed to the parties as follows:

If to the Seller:

Ludington Area Schools
 Attention: Superintendent
 809 E. Tinkham Ave.
 Ludington, Michigan 49431

With a Copies to:

Ludington Area Schools
 Attention: Director of Business Services
 809 E. Tinkham Avenue
 Ludington, Michigan 49431

Thrun Law Firm, P.C.
 Attention: Gordon VanWieren, Esq.
 PO Box 2575
 East Lansing, Michigan 48826

If to the Purchaser:

Dreamweaver Lure Co., Inc.
 Attention: Shane Ruboyianes-Treasurer/Secretary
 5712 Brookwood Place
 Ludington, Michigan 49431

or to such other person or address as the Party receiving such notice shall hereafter have

requested in writing. Notices shall be effective on the date of mailing.

1. **Whole Agreement.** This Agreement constitutes the entire agreement between the Parties and shall be deemed to supersede and cancel any other agreement between the Parties relating to the transaction herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the Parties to construe or affect the validity of this Agreement. Each Party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either Party.
1. **Amendments.** This Agreement may be amended or modified only by a document in writing executed by each of the Parties named above.
1. **Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph of this Agreement.
20. **Successors and Assigns.** This Agreement shall bind and benefit the Parties hereto and their respective successors and assigns.
21. **Assignment.** Neither Party shall have the right to assign its rights under this Agreement to any person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
22. **No Construction Against Drafting Party.** This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a Party because of that Party's participation in the drafting of this Agreement.
23. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
24. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
25. **Authorized Signatures.** Each individual signing below represents that the individual is duly authorized to sign on behalf of that individual's respective party as listed below.
26. **Deposit Amount.** The Seller and the Purchaser acknowledge and agree that a deposit of five thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") has been provided by the Purchaser to the Seller. The Deposit shall be credited to the purchase price and closing costs at the closing described in Paragraph 13, above.

SELLER:

**LUDINGTON AREA SCHOOLS,
a Michigan general powers school district**

Signature: _____

Printed Name: Kyle Corlett

Its: Superintendent

Dated: April _____, 2022

PURCHASER:

**DREAMWEAVER LURE CO., INC., a Michigan
corporation**

Signature: _____

Printed Name: Shane Ruboyianes

Its: Treasurer/Secretary

Dated: April _____, 2022

EXHIBIT A

WARRANTY DEED

Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E. Tinkham Ave., Ludington, Michigan 49431 (“Grantor”) conveys and warrants to Dreamweaver Lure Co., Inc., a Michigan corporation, whose address is 5712 Brookwood Place, Ludington, Michigan 49431 (“Grantee”), property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431 and legally described as follows:

[Insert Legal Description from Title Work]

(the “Property”), which is Parcel No. 051-423-005-00, including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one hundred fifteen thousand two hundred fifty dollars (\$115,250.00).

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. Recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. All other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____, 20__ at a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

GRANTOR:

**LUDINGTON AREA SCHOOLS,
a Michigan general powers school district**

Dated: _____, 2022

By: **(For Execution at Closing)**
Kyle Corlett

Its: Superintendent

Acknowledged before me in _____ County, Michigan, this ___ day of _____, 2022 by Kyle Corlett, Superintendent, Ludington Area Schools, a Michigan general powers school district.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Gordon VanWieren, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

EXHIBIT B

PURCHASER'S STATEMENT

Dreamweaver Lure Co., Inc., a Michigan corporation, whose address is 5712 Brookwood Place, Ludington, Michigan 49431 (“Purchaser”), is purchasing from Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E. Tinkham Ave., Ludington, Michigan 49431 (“Seller”), property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431 and legally described as follows:

[Insert Legal Description From Title Work]

(the “Property”), which is Parcel No. 051-423-005-00.

The Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property “as is” with all personal property and debris and in its present condition.
- (2) The Seller expressly disclaims any and all warranties of any kind with regards to the Property.
- (3) Except as provided in the Purchase Agreement between these Parties dated April ____, 2022, there are no written or oral understandings between the Seller and the Purchaser regarding the Property.

The provisions stated above shall survive closing.

PURCHASER:

DREAMWEAVER LURE CO., INC., a Michigan corporation

Signature: **(For Execution at Closing)**

Printed Name: Shane Ruboyianes

Its: Secretary/Treasurer

Dated: _____, 2022

The foregoing was acknowledged before me in _____, County, Michigan, this _____ day of April, 2022, by Shane Ruboyianes, Secretary/Treasurer, Dreamweaver Lure Co., Inc., a Michigan corporation.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

Prepared by and after recording return to:

Gordon VanWieren, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

EXHIBIT C

TRANSFER OF LIABILITY AGREEMENT

This Transfer of Liability Agreement (this “Agreement”) is entered into as of the date of the last signature below. It is the intention and agreement of Ludington Area Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 809 E. Tinkham Ave., Ludington, Michigan 49431 (“Seller”) and Dreamweaver Lure Co., Inc., a Michigan corporation, whose address is 5712 Brookwood Place, Ludington, Michigan 49431 (“Purchaser”), that following conveyance by the Seller to the Purchaser of property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, and legally described in Attachment A to this Agreement (“Property”), the Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. The Purchaser is accepting the Property in its “as is” condition with full liability therefor. Seller and the Purchaser agree as follows:

(a) Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

(b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys’ fees incurred by the Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to Paragraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.

(c) The provisions of this Agreement shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(d) This Agreement shall inure to the benefit and be binding upon the Purchaser and its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part by the Purchaser.

(e) The provisions of paragraphs (a) through (d), above, shall survive closing. This Agreement shall be signed and acknowledged by the Purchaser and the Seller, and recorded by the Seller, at Purchaser's expense, with the Mason County, Michigan, Register of Deeds.

SELLER:

**LUDINGTON AREA SCHOOLS,
a Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Kyle Corlett

Its: Superintendent

Dated: _____, 2022

The foregoing was acknowledged before me in _____, County, Michigan, this _____ day of April, 2022, by Kyle Corlett, Superintendent, Ludington Area Schools, a Michigan general powers school district.

_____(signature)

_____(printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

PURCHASER:

DREAMWEAVER LURE CO., Inc., a Michigan corporation

Signature: **(For Execution at Closing)**

Printed Name: Shane Ruboyianes

Its: Secretary/Treasurer

Dated: _____, 2022

The foregoing was acknowledged before me in _____, County, Michigan, this _____ day of _____, 2022, by Shane Ruboyianes, Secretary/Treasurer, Dreamweaver Lure Co., Inc., a Michigan nonprofit corporation.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

Prepared by and after recording return to:

Gordon VanWieren, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

Attachment A to Transfer of Liability Agreement:

Legal Description of Property

Real property commonly known as Pere Marquette, located at 1107 South Madison Street, Ludington, Michigan 49431, Ludington, Michigan, 49431 and legally described as follows:

[Insert Legal Description From Title Work]

(the “Property”), which is Parcel No. 051-423-005-00.