

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 Meeting

DATE: February 21, 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
ROLL CALL: Steve Carlson Bret Autrey Josh Snyder Mike Nagle Stephanie Reed Leona Ashley_ Scott Foster
2. PLEDGE OF ALLEGIANCE
3. SPECIAL PRESENTATION
 - a. LHS Building Report & Accreditation Process by Dan Mesyar & Steve Forsberg
 - b. LASD Safety Mitigation Plan
4. AGENDA MODIFICATION
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA
 - a. Ratification of Bill Payment - Per Summary Dated February 21, 2022
 - b. Approval of Minutes – January 17, 2022 Organizational/Regular & Closed Meetings, February 2, 2022 Special Meeting
 - c. Contract Extension
 - d. Hiring Approvals
 - e. Resignation Acceptances
7. BOARD COMMITTEE REPORTS
 - a. Personnel Committee Report: February 16, 2022
 - b. Finance/Negotiation Committee Report: February 16, 2022
 - c. Building & Site Committee Report: February 18, 2022
8. SUPERINTENDENT'S REPORT
 - a. District and Building Annual Education Reports
 - b. District Extended Learning Goal Report
 - c. Superintendent's Goals / Evaluation
 - d. Oriole Foundation Grant Awards: Winter 2022
 - e. Oriole Award
9. DISCUSSION ITEMS
 - a. Elementary Bond Project Application and Certificate for Payment #22
 - b. Resolution Authorizing the Issuance and Delegating the Sale of Bonds
 - c. Resolution Awarding Technology Bond Placement
 - d. 2021-2022 General Fund Budget Amendment
 - e. Review Bids for the Sale of Pere Marquette School Property
 - f. Resolution Juul Labs, Inc. Litigation
10. ACTION ITEMS
 - a. Elementary Bond Project Application and Certificate for Payment #22
 - b. Resolution Authorizing the Issuance and Delegating the Sale of Bonds
 - c. Resolution Awarding Technology Bond Placement
 - d. 2021-2022 General Fund Budget Amendment
 - e. Resolution of Bids for the Sale of Pere Marquette School Property
 - f. Resolution Juul Labs, Inc. Litigation
 - g. LASD Safety Mitigation Plan
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 B. 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

Contract Extension

- Ron Veldman, Contract Extension through 6/30/2022

Hiring Approvals

- Larry Brown, Girls Tennis
- Rob Killips, Girls Tennis
- Lucas Weinert, JV Baseball
- Evan Kroeze, Varsity Baseball
- Sierra Holmes, Varsity Softball
- Maggie Bates, JV Softball
- Kris Anderson, Varsity Girls Soccer
- Trish Forfinski, JV Girls Soccer
- Sebastian Alvarado, Varsity Boys Golf
- Mark Willis, Varsity Boys Track
- Maurie Holbrook, JV Boys Track
- Kelsey Britton, Varsity Girls Track
- Jim Keillor, MS Boys Track
- Tim Keith, MS Boys Track
- Megan DeRoo, MS Girls Track
- Theresa Shoop, MS Girls Track
- Diane Bierbower, Assistant Cook
- Jennifer Foote, Ludington Elementary Aide
- T'Lia Bowden, Ludington Elementary Aide
- Mo Nator, Ludington Elementary Aide

Resignation Acceptances

- Brian Dotson, LES Principal Effective 4/1/2022
- Marcus Green, Transportation
- Brandi Thomas, MS Track
- Miranda Cogle, MS Cheer
- Becky Vaara, Varsity Volleyball
- Randal Klein, Transportation Effective 6/9/2022
- Dale White, Transportation Effective 6/9/2022

SUPERINTENDENT'S REPORT

District and Building Annual Education Reports

We will discuss the District and building level Annual Education Reports (AER) that were published to the District's website on February 14, 2022. The deadline for doing so was February 15, 2022. The Annual Education Report (AER) is a report designed to meet federal requirements of the Every Student Succeeds Act (ESSA) for reporting on performance for the most recently completed school year to parents and communities. This year's AER is based on data from the 2020-2021 school year.

District Extended Learning Goal Report

It's a state requirement to report on the district's NWEA test scores as part of the COVID-19 Return to School Plan.

Superintendent's Goals / Evaluation

Dr. Corlett's two evaluation goals are as follows:

1. To develop a Strategic Plan for 2022-2026 and begin making progress on the goals.
2. To have completed or begun each goal stated in my 90 Day Superintendent's Entry Plan.

Oriole Foundation Grant Awards: Winter 2022

The Oriole Foundation has met to review the grant applications that were received for winter funding.

Amount Granted	Grant Application	School Name	Employee(s) Name	Grade Level This Request Will Impact	Project Name	Amount Requested	What other grants or sources of funding have you been awarded in the past two years?	Project Type
	View Application	Ludington Elementary School	Hjordis Rivet	5th grade	Life Science: Growing plants from seed	\$1,314.40	None	Science
	View Application	OJ Dejonge Middle School	Todd Schipper	6th Grade	Middle School Quiz Bowl	\$745.00	None, last was in 2019	Geography/Soc. Studies
	View Application	Ludington Elementary School	Scott Andersen	K-2	Makedo Cardboard Construction	\$777.00	Oriole Grant, Great Lakes Energy Grant, Community Foundation Grant	STEAM
	View Application	Ludington High School	Jennifer Rowe	9-12	Tower Garden Upgrade	\$500.00	None	Food Science
	View Application	OJ Dejonge Middle School	Danielle Luce (on behalf of OJ BNT)	6-8	Charging Stations for Multiple Devices	\$360.00	Oriole Foundation Grant (2020)	Academic Sustainability
	View Application	Ludington Elementary School	Lindsey Boyd, Sten Vaara, Cindy Cooper	4	4th Grade Bristle Bots	\$820.44	We received the Oriole Grant for this last year. It was such a great learning activity for our students that we are hoping to get the supplies needed to build Bristle Bots with our new group of students this year.	Science
	View Application	OJ Dejonge Middle School	Teresa Eriksen	6-8th grade	3D Laser Printer and Power Banks	\$7,854.45	Fall 2021: Oriole Foundation Grant - Collaboration with Scott Bentz for sewing machines, Winter 2020 : Oriole Foundation Grant for 3D Pens	Art, Computer Science, Mathematics, Science
	View Application	Ludington High School	Rich Kirby	Potentially all at Secondary Complex 6-12th grade	Strength/Power Bands	\$2,200.80	None. We have not participated in the last several grant cycles.	Physical Education
	View Application	Ludington Elementary School	Ryan Lewis	K-5 (+)	Portable Keyboard/Piano	\$950.00	none	Music, K-5 Choirs & Classroom
	View Application	Ludington Elementary School	Sarah Kaminski, Ronni Sniegowski, Sarah Hodges, Zack Korzenek	Kindergarten and First Grade	Garden Tower Project	\$1,601.95	None	Science
	View Application	Ludington Elementary School	Hallie Ancombe, Karen Mazur, Christa Millsbaugh	4th	Creating a Nonfiction Book	\$1,592.00	Logic of English Materials (2019)	Reading/Language Arts
	View Application	OJ Dejonge Middle School	Alison Helminski	6-8	Yoga Supplies	\$500.00	Bike Project Fall 2022, Bal-A-Vis-X Fall 2020, Drum Fit Winter 2020	Physical Education
	View Application	OJ Dejonge Middle School	Alison Helminski	6-8	Lapboards	\$60.00	Bike Project Fall 2022, Bal-A-Vis-X Fall 2020, Drum Fit Winter 2020	Physical Education
TOTAL GRANTED					TOTAL REQUESTED	\$19,276.04		

Oriole Award

Dr. Corlett will play a video for this month's Oriole Award winner, LES Special Education Teacher Keri Hansen.

DISCUSSION ITEMS

Elementary Bond Project Application and Certificate for Payment #22

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 \$67,350.43, 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 February 9, 2022. This information was shared with the finance committee.

Resolution Authorizing the Issuance and Delegating the Sale of Bonds

We will discuss a resolution to approve the issuance of bonds.

Resolution Awarding Technology Bond Placement

We will discuss a resolution to award the technology bonds.

2021-2022 General Fund Budget Amendment

LASD Finance Director Jesse Rickard presented the amended budget to the Finance Committee at their last meeting.

Review Bids for the Sale of Pere Marquette School Property

FiveCap Inc., who operates the local Head Start program submitted the only bid before the February 11th deadline, which was for \$110,000.

Resolution Juul Labs, Inc. Litigation

The new deadline to join the nationwide Juul litigation is March 31, 2022. Over 100 Michigan schools have joined this class action lawsuit. Juul is being accused of marketing their e-cigarette products to underage students, which caused school districts additional costs of dealing with student discipline related to these products and providing support for students who struggle with addiction.

ACTION ITEMS

Elementary Bond Project Application and Certificate for Payment #22

Board President: We will need a motion to approve the certificate for payment #22 on the elementary school bond project and to authorize the District to pay the certificate for payment in the amount of \$67,350.43, as certified by the architect and construction manager, and as outlined in the Certificate for Payment.

Motion by Member _____, to approve the certificate for payment #22 on the elementary school bond project and to authorize the District to pay the certificate for payment in the amount of \$67,350.43, 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.

Resolution Authorizing the Issuance and Delegating the Sale of Bonds

Board President: We will need a motion to approve the Resolution Authorizing the Issuance and Delegating the Sale of Bonds as written by Thrun Law, Inc.

Motion by Member _____, to approve the Resolution Authorizing the Issuance and Delegating the Sale of Bonds as written by Thrun Law, Inc.

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.

Resolution Awarding Technology Bond Placement

Board President: We will need a motion to approve the Resolution Awarding Technology Bond Placement as written by Thrun Law, Inc.

Motion by Member _____, to approve the Resolution Awarding Technology Bond Placement as written by Thrun Law, Inc.

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.

2021-2022 General Fund Budget Amendment

Board President: We will need a motion to approve the amended 2021-2022 General Fund Budget.

Motion by Member _____, to approve the amended 2021-2022 General Fund Budget.

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.

Resolution of Bids for the Sale of Pere Marquette School Property

Board President: We will need a motion to approve the Resolution for the Sale of the Pere Marquette School Property.

Motion by Member _____, to approve the Resolution for the Sale of the Pere Marquette School Property.

Support by Member _____.

ROLL CALL 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.

Resolution Juul Labs, Inc. Litigation

Board President: We will need a motion to approve the Juul Lab, Inc. Litigation Resolution as written and prepared by Thrun Law, Inc. and further authorize, direct and designate the Superintendent to execute and sign the Attorney-Client Fee Contract on behalf of the District.

Motion by Member _____, to approve the Juul Lab, Inc. Litigation Resolution as written and prepared by Thrun Law, Inc. and further authorize, direct and designate the Superintendent to execute and sign the Attorney-Client Fee Contract on behalf of the District.

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.

LASD Safety Mitigation Plan

Board President: We will need a motion to approve the Safety Mitigation Plan.

Motion by Member _____, to approve the Safety Mitigation Plan.

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

February 21, 2022

Period: 1/12/2022 through 2/16/2022

GENERAL OPERATING FUND

Payroll 1/14/22	620,867.89
Payroll 1/28/22	699,580.37
Payroll 2/11/22	<u>693,032.74</u>

Total Payroll	2,013,481.00
---------------	--------------

Bills (1/12/22 through 2/16/22)	<u>2,467,106.92</u>
--	---------------------

4,480,587.92

TOTAL GENERAL OPERATING FUND

TOTAL ATHLETIC FUND	12,556.78
Bills (1/12/22 through 2/16/22)	

TOTAL LUNCH FUND	58,211.40
Bills (1/12/22 through 2/16/22)	

GRAND TOTAL ALL FUNDS	4,551,356.10
Bills (1/12/22 through 2/16/22)	

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

		Current Year
<u>Assets</u>		
Savings/Checking Accounts	\$	2,057
Investments	\$	6,194,523
Taxes Receivable	\$	-
Accounts Receivable	\$	189,621
Due from Other Funds	\$	1,357,740
Due from Other Governmental Units	\$	-
Inventory	\$	-
Prepaid Expenses	\$	192,246
Other Assets	\$	-
Total Assets		<u>\$ 7,936,187</u>
 <u>Liabilities and Fund Equity</u>		
Liabilities:		
Accounts Payable	\$	-
Payroll Liabilities	\$	(1,672)
Accrued Expenses	\$	-
Due to Other Funds	\$	121,340
Due to Other Governmental Units	\$	-
Deferred Revenue	\$	258,810
Note Payable	\$	-
Total Liabilities	\$	<u>378,478</u>
Fund Equity:		
Inventory (Reserved)	\$	-
Other Fund Balance	\$	7,557,709
Total Fund Balance	\$	<u>7,557,709</u>
Total Liabilities and Fund Equity		<u>\$ 7,936,187</u>

**LUDINGTON AREA SCHOOLS
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021**

REVENUES:	Budget	Year to date	Balance	% spent
Local	\$ 16,132,305	\$ 17,053,462	\$ (921,157)	105.71%
State	\$ 6,062,939	\$ 1,965,682	\$ 4,097,257	32.42%
Federal	\$ 1,249,053	\$ 110,276	\$ 1,138,777	8.83%
Transfers	\$ 510,105	\$ 241,315	\$ 268,790	47.31%
 Total Revenue	 \$ 23,954,402	 \$ 19,370,735	 \$ 4,583,667	 80.87%
 EXPENDITURES:				
Instruction/Basic	\$ 11,827,875	\$ 6,549,406	\$ 5,278,469	55.37%
/Added Needs	\$ 3,609,466	\$ 1,939,381	\$ 1,670,085	53.73%
Support Service/Pupil	\$ 835,947	\$ 440,800	\$ 395,147	52.73%
/Instructional	\$ 738,810	\$ 452,661	\$ 286,149	61.27%
/Gen. Admin.	\$ 482,515	\$ 290,283	\$ 192,232	60.16%
/School Admin.	\$ 1,742,708	\$ 1,072,827	\$ 669,881	61.56%
/Business	\$ 501,259	\$ 364,222	\$ 137,037	72.66%
/Oper. & Maint.	\$ 1,974,509	\$ 1,081,832	\$ 892,677	54.79%
/Transportation	\$ 948,867	\$ 481,010	\$ 467,857	50.69%
/Central Services	\$ 256,196	\$ 149,968	\$ 106,228	58.54%
/Athletics	\$ 866,431	\$ 532,940	\$ 333,491	61.51%
/Comm Services	\$ 103,303	\$ 59,161	\$ 44,142	57.27%
/Transfers	\$ 14,131	\$ -	\$ 14,131	0.00%
 Total Expenditures	 \$ 23,902,017	 \$ 13,414,493	 \$ 10,473,393	 56.12%
Excess of Revenue over Expenses		\$ 5,956,242		
 Fund Balace 6/30/21	 \$ 1,602,806	 \$ 1,602,806		
 Ending Fund Balance		 \$ 7,559,048		

Prepared by the Business Office

LUDINGTON AREA SCHOOLS
Building and Site Funds
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021

REVENUES:	Budget	year to date	Balance	% spent
Tax Revenue Sinking	\$ 373,298	\$ 365,766	\$ 7,532	97.98%
Interest Sinking Fund	\$ 2,000	\$ 1,387	\$ 613	69.35%
Other Income	\$ 12,970	\$ -	\$ 12,970	0.00%
Total Revenue	\$ 388,268	\$ 367,153	\$ 21,115	94.56%
EXPENDITURES:				
Equipment	\$ -	\$ -	\$ -	0.00%
Construction Sinking	\$ 382,268	\$ 4,145	\$ 378,123	1.08%
Tax Appeals	\$ 6,000	\$ 66	\$ 5,934	1.10%
Total Expense	\$ 388,268	\$ 4,211	\$ 384,057	1.08%
Fund Balace 6/30/21	\$ 804,772	\$ 804,772		
Ending Fund Balance		\$ 1,167,714		

LUDINGTON AREA SCHOOLS
Technology Fund
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021

REVENUES:	Budget	year to date	Balance	% spent
Bond Issuance	\$ 930,000	\$ -	\$ 930,000	0.00%
Interest	\$ 2,000	\$ 365	\$ 1,635	18.25%
Total Revenue	\$ 932,000	\$ 365	\$ 931,635	0.04%
EXPENDITURES:				
Planning	100,000	\$ -	\$ 100,000	8.40%
Equipment	1,151,455	\$ 52,461	\$ 1,098,994	0.00%
Construction	10,000	\$ -	\$ 10,000	0.00%
Total Expense	1,261,455	\$ 52,461	\$ 1,208,994	4.16%
Fund Balace 6/30/21	\$ 445,102	\$ 445,102		
Ending Fund Balance		\$ 393,006		

Prepared by the Business Office

LUDINGTON AREA SCHOOLS
Capital Projects Fund
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending December 31, 2021

REVENUES:	Budget	year to date	Balance	% spent
Bond Issuance	\$ 61,435,000	\$ -	\$ 61,435,000	0.00%
Interest Earnings	\$ 50,586	\$ 50,447	\$ 139	99.73%
Energy Rebates	\$ -	\$ 29,111		
Total Revenue	\$ 61,485,586	\$ 79,558	\$ 61,406,028	0.13%
 EXPENDITURES:				
Bond Issuance Costs	1,234,860	\$ -	\$ 1,234,860	0.00%
Contracted Services	-	\$ -	\$ -	0.00%
Site Improvements	1,713,292	\$ 1,747,539	\$ (34,247)	0.00%
Consulting Services	1,556,389	\$ 886,506	\$ 669,883	56.96%
Legal Fees	5,000	\$ -	\$ 5,000	0.00%
Building Construction	10,413,992	\$ 9,132,290	\$ 1,281,702	87.69%
Other Expense		\$ 1,113,232	\$ (1,113,232)	0.00%
Total Expense	14,923,533	12,879,567	\$ 2,043,966	86.30%
Fund Balance 6/30/2021	\$ 14,833,103	\$ 14,833,103		
Ending Fund Balance		\$ 2,033,094		

Prepared by the Business Office

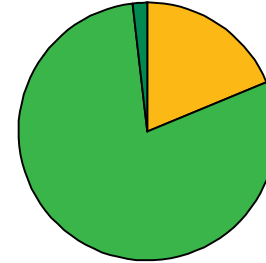
Market Overview

	Current Period	Year-to-Date
	01/01/2022	01/01/2022
Beginning Market Value	12,741,860.94	12,741,860.94
Income		
Interest	325.34	325.34
Dividends	147.64	147.64
Net Contributions/Distributions		
Receipts	1,650,738.83	1,650,738.83
Disbursements	(5,601,892.11)	(5,601,892.11)
Change in Market Value	0.00	0.00
Ending Market Value	8,791,180.64	8,791,180.64

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

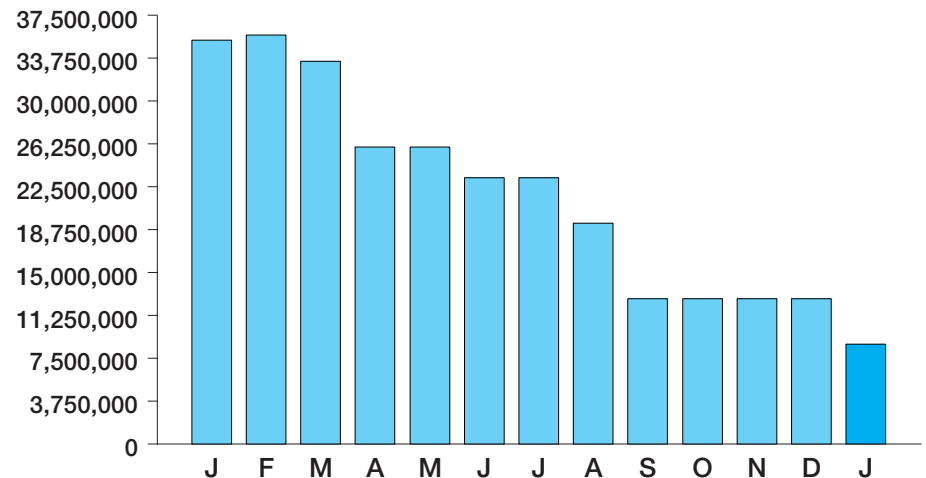
Asset Allocation



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

Account Value Percentage	Market Value
19%	\$1,650,000
79%	\$6,977,571
2%	\$163,610
100%	\$8,791,181

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	12,741,860.94	12,741,860.94
Income				
Interest		177.70	147.64	325.34
Dividends		147.64		147.64
Additions				
Receipts		1,650,738.83		1,650,738.83
Disbursements				
Other		(5,601,892.11)		(5,601,892.11)
Purchases		(8,111,256.65)	8,111,256.65	
Sales & Maturities		12,062,084.59	(12,062,084.59)	
Ending Market Value	0.00	0.00	8,791,180.64	8,791,180.64





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								
1,007,000	COLUMBIA UNIV TRUSTEES N Y DISC COML PAP DTD 11/10/2021 0% 3/10/2022	19865XCA7	1.00	1,006,557.48	99.96	1,006,557.48	1,429	0.14
1,250,000	Toyota Motor Credit Corp Disc C/P DTD 7/22/2021 0% 4/18/2022	89233HDJ0	1.00	1,249,102.78	99.93	1,249,102.78	2,155	0.17
4,725,000	Virginia Polytechnic Inst & Stuniv CP DTD 1/11/2022 0% 5/5/2022	92806SE56	1.00	4,721,910.38	99.93	4,721,910.38	10,539	0.22
Total Short Term Investments				6,977,570.64		6,977,570.64	0.00	14,123
Total Short Term Investments				6,977,570.64		6,977,570.64	0.00	14,123
Money Markets & Cash								
Money Market Funds								
163,610	Michigan Class Cooperative Liquid Asset	SF8888741	1.00	163,610.00	1.00	163,610.00	86	0.05
Total Money Market Funds				163,610.00		163,610.00	0.00	86
Total Money Markets and Cash				163,610.00		163,610.00	0.00	86
Account Total				8,791,180.64		8,791,180.64	0.00	14,209



Ludington Area Schools
Board of Education
Meeting Minutes January 17, 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.

ORGANIZATIONAL MEETING

I. Call to Order & Roll Call ~ The meeting was held in the Ludington Area Schools Administration Office, 809 East Tinkham Avenue, Ludington, Michigan, 49431. The meeting was called to order by Temporary Chairperson, Superintendent Dr. Kyle Corlett at six o'clock p.m.

Members Present: Steve Carlson, Mike Nagle, Stephanie Reed, Leona Ashley, Scott Foster
Members Absent: Josh Snyder, Bret Autrey

II. Pledge of Allegiance

III. Election of Board President - Member Foster nominated Steve Carlson for Board President. No other nominations were heard. Motion by Foster, supported by Reed, to close nominations and elect Steve Carlson for Board President. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0. Chairperson Corlett declared Steve Carlson President of the Board and the President assumed the chair.

IV. Election of Vice President - Member Nagle nominated Bret Autrey for Board Vice President. No other nominations were heard. Motion by Member Nagle, supported by Member Foster, to close nominations and elect Bret Autrey for Vice President. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0. The President declared Bret Autrey Vice President of the Board.

V. Election of Secretary - Member Reed nominated Mike Nagle for Board Secretary. No other nominations were heard. Motion by Reed, supported by Ashley, to close nominations and elect Mike Nagle for Board Secretary. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0. The President declared Mike Nagle Secretary of the Board.

VI. Election of Treasurer - Member Ashley nominated Josh Snyder for Board Treasurer. No other nominations were heard. Motion by Member Ashley, supported by Member Nagle, to close nominations and elect Josh Snyder for Board Treasurer. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0. The President declared Josh Snyder Treasurer of the Board.

VII. Appointment of Board Secretary - Member Foster, supported by member Nagle, moved to designate the Superintendent's Administrative Assistant, Penny Schultz, as Board Secretary Designee, who will, in place of the Board Secretary, post all notices and take minutes of Board meetings. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.

VIII. Appointment of Board Members as ESD and MASB Representatives/Recreation Board & Committee assignments as designated by the Board President. (Chairperson denoted by *)

- WSES/WSASBA Representative: Josh Snyder
- MASB Negotiations Liaison: Bret Autrey
- Ludington Recreation Board Representative: Stephanie Reed
- Building and Site Committee Members: *Mike Nagle, Stephanie Reed, Scott Foster
- Finance/Negotiations Committee Members: *Josh Snyder, Steve Carlson, Bret Autrey
- Personnel Committee Members: *Stephanie Reed, Mike Nagle, Leona Ashley
- Co-Curricular Committee Members: *Bret Autrey, Leona Ashley, Josh Snyder

IX. Adjournment of Organizational Meeting - Motion by Foster, supported by Ashley, to adjourn the organizational meeting at 6:06 p.m. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.

Ludington Area Schools
Board of Education
Meeting Minutes January 17, 2022

REGULAR MEETING

- I. Call to Order - The regular meeting was called to order by Board President Carlson at 6:06 p.m.
- II. Special Presentations ~ Board Appreciation Month and Martin Luther King Jr.'s Birthday were acknowledged.
- III. Agenda Modifications - Add to the consent agenda Ludington Elementary School Handbook; and add to discussion the Traffic Threat Assessment.
- IV. Citizen Participation – Several citizens addressed the Board.
- V. Consent Agenda
 - A. Ratification of bill Payment Per Summary dated January 17, 2022 was approved by consent.
 - B. Minutes for December 13, 2021 were approved by consent.
 - C. Ludington Elementary School Handbook was approved by consent.Motion by Nagle, supported by Foster, to approve the consent as presented. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.
- VI. Board Committee Reports
 - A. Stephanie Reed presented the discussion topics from the Personnel Committee Meeting.
 - B. Steve Carlson presented the Finance Committee Report.
 - C. Mike Nagle presented the Building & Site Committee Report
- VII. Business Manager's Report ~ None heard.
- VIII. Superintendent Report and Comments
 - A. Dr. Kyle Corlett shared that Ingrid Fournier will be retiring March 31, 2022. The position will be posted.
 - B. The Superintendent's Oriole Award was presented to Tyrone Collins. This is awarded to a staff member who received nominations from their colleagues for going above and beyond.
- IX. Discussion Items
 - A. The elementary bond project certificate for payment application in the amount of \$490,162.83 was presented.
 - B. The Distance Learning Plan was shared. In collaboration with LEA and LESPA a plan was developed to be able to continue providing instruction if the district needed to cancel in-person instruction in the future.
 - C. The sinking fund that voters approved in 2013 is due to expire at the end of this year. This fund generates over \$300,000 in additional revenues through a levy of .25 mills. These funds are used for allowable capital repairs and improvements, which continue to be a district need. The Board will hold a special meeting to discuss sinking fund needs.
 - D. A school nurse three year agreement through Spectrum Health has been developed in accordance with grant funding which will cover 100% of the costs the first year, 60% for year two, and 30% in the final year. Spectrum Health anticipates other grant funding availability to fill the gap in year two and three. The position has been posted.
 - E. The new CDC Guidelines for the Safety Mitigation Plan was discussed.
 - F. A resolution to solicit bids for Pere Marquette School Property was written and prepared by Thrun Law, Inc. The District does not need the use of space at Pere Marquette so bids will be solicited for the sale of property so the District does not incur additional costs on the building.
 - G. The threat assessment for traffic flow was presented and discussed.
- X. Action Items
 - A. Motion by Ashley, supported by Nagle, to approve the Elementary Bond Project Application and Certificate for Payment #21 in the amount of \$490,162.83 as certified by the architect

Ludington Area Schools
Board of Education
Meeting Minutes January 17, 2022

and construction manager, and outlined in the Certificate for Payment as presented. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.

- B. Motion by Reed, supported by Foster, to approve the appointment of Thrun Law, Inc. and approve the Retainer Fee Agreement in the amount of \$2,500 and as presented. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.
- C. Motion by Nagle, supported by Reed, to approve the District Distance Learning Plan as presented. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.
- D. Motion by Nagle, supported by Reed, to adopt the new CDC Guidelines to the District Safety Mitigation Plan as presented. Vote: Ayes: Carlson, Nagle, Reed, Ashley. Nays: Foster. Motion: Carries 4-1.
- E. Motion by Foster, supported by Reed, to approve the Spectrum Health School Nurse three year agreement as presented. Vote: Ayes: Carlson, Nagle, Reed, Foster. Nays: None. Abstain: Ashley. Motion: Carries 4-0-1.
- F. Motion by Ashley, supported by Foster, to approve the Resolution for the Solicitation of Bids for Pere Marquette School Property as written by Thrun Law, Inc. Vote: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.
- G. Motion by Nagle, supported by Foster, to move to closed session for the purpose of Emergency Operations Planning pursuant to MCL 15.268 Section 8(k).
Roll Call Vote $\frac{2}{3}$ Majority of Full Board Required for Closed Session: Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.

The Board convened in closed session at 6:43 p.m.

The Board returned to open session at 7:27 p.m.

XI. Other Items of Business and Announcements ~ None heard.

XII. Adjournment ~ Motion by Foster supported by Reed, to adjourn the meeting at 7:27 p.m. Ayes: Carlson, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 5-0.

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.*

Ludington Area Schools
Board of Education
Meeting Minutes February 2, 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.

SPECIAL MEETING

- I. Call to Order & Roll Call ~ The meeting was held in the Ludington Area Schools Administration Office, 809 East Tinkham Avenue, Ludington, Michigan, 49431. The meeting was called to order by Board President Steve Carlson at five o'clock p.m.
Members Present: Steve Carlson, Bret Autrey, Mike Nagle, Josh Snyder, Stephanie Reed, Leona Ashley, Scott Foster
Members Absent: None
- II. Agenda Modification ~ None to report.
- III. Citizen Participation ~ One citizen addressed the board.
- IV. Discussion Items
 - A. Jesse Rickard gave a presentation on the sinking fund use, needs and renewal.
- V. Action Items
 - A. Motion by Nagle, supported by Snyder, to adopt the Resolution Calling for a Special Election on Tuesday, May 3, 2022 as written and prepared by Thrun Law, Inc. and further name Ludington Daily News as the newspaper for publication notices. Ayes: Carlson, Autrey, Nagle, Reed, Snyder, Ashley, Foster. Nays: None. Motion: Carries 7-0.
- VI. Other Items of Business and Announcements ~ None to report.
- VII. Adjournment ~ Motion by Autrey, supported by Reed, to adjourn the meeting at 5:46 p.m. Ayes: Carlson, Autrey, Snyder, Nagle, Reed, Ashley, Foster. Nays: None. Motion: Carries 7-0.

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.*

**LUDINGTON AREA SCHOOL DISTRICT
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

Ludington Area School District, Mason County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the _____, within the boundaries of the Issuer, on the 21st day of February, 2022, at _____ o'clock in the ____m. (the "Meeting")

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:

1. On May 7, 2019, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed One Hundred Million Nine Hundred Thirty-Five Thousand Dollars (\$100,935,000), the proceeds to be used for the purpose of erecting, furnishing, and equipping a new elementary school building; erecting, furnishing, and equipping additions to the middle/high school building; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, and equipping or re-equipping school buildings for instructional technology; erecting a new team room and concession building for ball fields; purchasing school buses; and preparing, developing, improving, and equipping playgrounds, athletic fields and facilities, and sites (the "Project"); and

2. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury (the "Department of Treasury") pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The second series of bonds of the Issuer aggregating the principal sum of not to exceed Fifty-Nine Million Five Hundred Sixty Thousand Dollars (\$59,560,000) be issued for the purpose of paying a part of the cost of the Project. The bonds shall be designated 2022 School Building and Site Bonds, Series II (the "Bonds"); shall be dated the date of delivery; shall be numbered consecutively in the direct order of maturity from 1 upwards; shall be fully registered Bonds as to principal and interest; shall be issued in denominations of \$5,000 or integral multiples thereof; shall bear interest at a rate or rates to be hereafter determined not exceeding five percent (5%) per annum, payable on November 1, 2022, or such other date as may be established at the time of sale, and semiannually thereafter on the first day of May and November in each year; and shall mature on May 1 and November 1 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
November 1, 2022	\$ 390,000	May 1, 2037	\$ 370,000
May 1, 2023	100,000	November 1, 2037	1,515,000
November 1, 2023	1,030,000	May 1, 2038	380,000
May 1, 2024	260,000	November 1, 2038	1,560,000
November 1, 2024	955,000	May 1, 2039	390,000
May 1, 2025	240,000	November 1, 2039	1,610,000
November 1, 2025	975,000	May 1, 2040	400,000
May 1, 2026	245,000	November 1, 2040	1,660,000
November 1, 2026	1,180,000	May 1, 2041	415,000
May 1, 2027	295,000	November 1, 2041	1,715,000
November 1, 2027	1,200,000	May 1, 2042	430,000
May 1, 2028	300,000	November 1, 2042	1,775,000
November 1, 2028	1,225,000	May 1, 2043	445,000
May 1, 2029	305,000	November 1, 2043	1,835,000
November 1, 2029	1,250,000	May 1, 2044	460,000
May 1, 2030	310,000	November 1, 2044	1,905,000
November 1, 2030	1,275,000	May 1, 2045	475,000
May 1, 2031	320,000	November 1, 2045	1,970,000
November 1, 2031	1,305,000	May 1, 2046	495,000
May 1, 2032	325,000	November 1, 2046	2,050,000
November 1, 2032	1,330,000	May 1, 2047	510,000
May 1, 2033	335,000	November 1, 2047	2,130,000
November 1, 2033	1,365,000	May 1, 2048	535,000
May 1, 2034	340,000	November 1, 2048	2,215,000
November 1, 2034	1,400,000	May 1, 2049	555,000
May 1, 2035	350,000	November 1, 2049	3,880,000
November 1, 2035	1,430,000	May 1, 2050	970,000
May 1, 2036	360,000	November 1, 2050	4,035,000
November 1, 2036	1,470,000	May 1, 2051	1,010,000

The interest on any one Bond shall be at one rate only, and all Bonds maturing in any one year must carry the same interest rate. No bid will be considered for a price less than 99% or greater than 118% of the par value.

The Superintendent or the Director of Business Services of the Issuer (each an “Authorized Officer”) is authorized to adjust the maturity schedule and principal amounts pursuant to the recommendation of the Issuer’s financial advisor.

The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company authorized to do business in Michigan (the “Paying Agent” or “Bond Registrar”), or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity but only to persons whose names are in the register of the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may designate additional co-paying agents/bond registrars within or without the State of Michigan as deemed desirable by the Issuer.

A. Mandatory Redemption - Term Bonds.

Bonds maturing in any year are eligible for designation by the original purchaser at the time of sale as serial bonds or term bonds, or both. However, principal maturities designated as term bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on May 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of term Bonds and serial Bonds must carry the same interest rate. Any such designation must be made within one (1) hour of the Bond sale.

When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

Bonds of this issue maturing November 1, 2022 through May 1, 2032, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing on or after November 1, 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2032, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

2. Book Entry. Unless otherwise requested by the initial purchaser, the ownership of one fully registered bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the

Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

3. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

Any Bond may be transferred upon the books required to be kept pursuant to this resolution by the person in whose name it is registered, in person or by the registered holder's duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall cause a new Bond or Bonds to be executed and the Paying Agent shall authenticate and deliver said Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

4. If any Bond shall become mutilated, the Issuer, at the expense of the bondholder, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent and, if this evidence is satisfactory to both the Paying Agent and the Issuer, an indemnity satisfactory to the Paying Agent and the Issuer shall be given and the Issuer, at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall

thereupon authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being §§ 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

5. The President and Secretary are authorized to manually sign or cause their facsimile signatures to be affixed to the Bonds in conformity with the above specifications and the Treasurer is authorized and directed to have the Paying Agent's authorized signatory manually sign the Bonds and then cause the Bonds to be delivered to the purchaser thereof upon receipt of the purchase price and accrued interest, if any.

Blank Bonds with the manual or facsimile signatures of the President and Secretary affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

6. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2022 SCHOOL BOND DEBT RETIREMENT FUND (the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the DEBT RETIREMENT FUND shall be deposited as collected into said fund to be used for the purpose of paying the principal and interest on the Bonds as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND monies may be invested as authorized by law.

Commencing with the 2022 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. If funds are borrowed from the School Loan Revolving Fund, such funds may be taken into consideration in arriving at the estimated required tax levy. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, and Article IX, Section 16, of the Michigan Constitution of 1963.

7. There is hereby created a separate account to be designated 2022 CAPITAL PROJECTS FUND, to which the proceeds of the Bond issue are to be credited.

8. The Bonds shall be in substantially the form attached hereto as Exhibit A and made a part of this resolution by reference.

9. The Secretary is authorized and ordered to publish notice of sale of the Bonds herein authorized in a publication printed in the English language and circulated in this state, which carries as a part of its regular service the notices of the sale of municipal bonds/notes and which has been approved by the Department of Treasury, pursuant to Act 34, Public Acts of

Michigan, 2001, as amended, as a publication complying with the qualifications provided in said section, which notice of sale shall be in substantially the form attached hereto as Exhibit B and made a part of this resolution by reference. Upon receipt of express written recommendation of the Issuer's financial advisor, an Authorized Officer is authorized to award the sale of the Bonds, approve the winning bidder and approve the interest rates and final principal amounts of the Bonds in accordance with the notice of sale and subject to the parameters of this resolution. As an alternative to a public sale, an Authorized Officer is authorized to negotiate the sale of the Bonds to a bank or financial institution. In authorizing the negotiated sale of the Bonds, the Board determines that a competitive sale of the Bonds would be prohibitively more expensive than a negotiated sale, and that a negotiated sale would allow flexibility in the timing, sale and structure of the Bonds in response to changing market conditions. Further, an Authorized Officer is authorized to negotiate the sale of the Bonds to the Michigan Finance Authority pursuant to Act 227, Public Acts of Michigan, 1985, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and other applicable statutory provisions, with said Bonds to bear an original issue date, be payable in the amounts and on the dates, bear interest at the rates and be subject to redemption as shall be determined in the resolution awarding Bonds to the Michigan Finance Authority.

10. An Authorized Officer, or designee if permitted by law, is authorized to:
 - a. file with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
 - b. if deemed advisable by the Issuer's financial consultant, request a waiver of the requirement that ratings be obtained from a nationally recognized ratings agency.
 - c. make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
 - d. approve the circulation of a Preliminary Official Statement describing the Bonds.
 - e. execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit C attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, their execution thereof to constitute conclusive evidence of their approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents

as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

11. Bids for the Bonds shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of such opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. Further, Thrun Law Firm, P.C., has informed this Board that it represents no other party in the issuance of the Bonds.

12. The financial consulting firm of Baker Tilly Municipal Advisors, LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

13. The Issuer shall furnish Bonds ready for execution at its expense. The Bonds will be delivered without expense to the purchaser at a place to be mutually agreed upon with the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds.

14. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Director of Business Services, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution or the Bonds.

15. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

16. Immediately after the sale of the Bonds, a certified copy of this resolution shall be filed with the Treasurer of the State of Michigan with the Application for Final Qualification of Bonds, which is approved and attached hereto as Exhibit D.

17. The Issuer covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

18. The advance payment for the Project is approved, and monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the proceeds of the Bonds when received. The Issuer shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the later of:

- a. the date that is eighteen (18) months after the expenses are paid, or

- b. the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

19. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are 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 School District, Mason County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, 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

IFK/baf

EXHIBIT A

**[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MASON
LUDINGTON AREA SCHOOL DISTRICT
2022 SCHOOL BUILDING AND SITE BOND, SERIES II
(GENERAL OBLIGATION - UNLIMITED TAX)**

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

LUDINGTON AREA SCHOOL DISTRICT, COUNTY OF MASON, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on November 1, 2022, and semiannually thereafter on the first day of May and November of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the second series of bonds to be issued from a total amount of not to exceed \$100,935,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$ _____, issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on May 7, 2019; and by resolutions duly adopted by the Board of Education of the Issuer on February 21, 2022 and _____, 2022, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of erecting, furnishing, and equipping a new elementary school building; erecting, furnishing, and equipping additions to the middle/high school building; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, and equipping or re-equipping school buildings for instructional technology; erecting a new team room and concession building for ball fields; purchasing school buses; and preparing, developing, improving, and equipping playgrounds, athletic fields and facilities, and sites.

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6, and Article IX, Section 16, of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

The Bonds maturing on May 1, _____, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
May 1, _____	\$
May 1, _____	
May 1, _____	
May 1, _____ (maturity)	

OPTIONAL REDEMPTION

Bonds of this issue maturing November 1, 2022 through May 1, 2032, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing on or after November 1, 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2032, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender

of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable, as provided in the resolutions authorizing the Bonds, only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000, or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, Ludington Area School District, County of Mason, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2022, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

LUDINGTON AREA SCHOOL DISTRICT
COUNTY OF MASON
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.
(Name of Bank)
(City, State)
PAYING AGENT

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number for first named transferee)

EXHIBIT B

OPTIONAL DTC BOOK-ENTRY-ONLY

OFFICIAL NOTICE OF SALE

\$59,560,000

LUDINGTON AREA SCHOOL DISTRICT

COUNTY OF MASON

STATE OF MICHIGAN

**2022 SCHOOL BUILDING AND SITE BONDS, SERIES II
(GENERAL OBLIGATION - UNLIMITED TAX)**

BIDS for the purchase of the above 2022 School Building and Site Bonds, Series II (the “Bond” or “Bonds”) will be received electronically on behalf of Ludington Area School District, Mason County, Michigan (the “Issuer”), on _____, the ____ day of _____, 20____, until ____ o’clock in the __.m., prevailing Eastern Time, by the Municipal Advisory Council of Michigan (the “MAC”) via email at munibids@macmi.com. The bids will be opened and read at the MAC at that time. Award of the bid will be made on behalf of the Issuer by an authorized officer of the Issuer by ____ o’clock in the __.m., prevailing Eastern Time, on that date.

ELECTRONIC BIDS: Bidders submitting signed bids electronically must ensure their bids are received prior to the time and date fixed for receipt of bids. Bidders submitting bids electronically bear the full risk of failed or untimely transmission of their bids, and bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the MAC at (313) 963-0420.

PARITY: Bids may be presented via *PARITY* on the date and at the time shown above. To the extent any instructions or directions set forth in *PARITY* conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*, potential bidders may contact Baker Tilly Municipal Advisors, LLC, at (517) 321-0110 or *PARITY* at (212) 849-5021.

OPTIONAL DTC BOOK-ENTRY-ONLY: Unless otherwise requested by the winning bidder (the “Purchaser”), the Bonds will be initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York (“DTC”) under DTC’s Book-Entry-Only system of registration. If DTC Book-Entry-Only is used, purchasers of interests in the Bonds (the “Beneficial Owners”) will not receive physical delivery of bond certificates, and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

BOND DETAILS: Said Bonds will be fully registered Bonds, of the denomination of \$5,000 each or multiples thereof up to the amount of a single maturity, shall be dated the date of delivery, numbered in order of issue from 1 upwards and will bear interest from their dated date payable on November 1, 2022, and semiannually thereafter.

The Bonds will mature on May 1 and November 1 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
November 1, 2022	\$ 390,000	May 1, 2037	\$ 370,000
May 1, 2023	100,000	November 1, 2037	1,515,000
November 1, 2023	1,030,000	May 1, 2038	380,000
May 1, 2024	260,000	November 1, 2038	1,560,000
November 1, 2024	955,000	May 1, 2039	390,000
May 1, 2025	240,000	November 1, 2039	1,610,000
November 1, 2025	975,000	May 1, 2040	400,000
May 1, 2026	245,000	November 1, 2040	1,660,000
November 1, 2026	1,180,000	May 1, 2041	415,000
May 1, 2027	295,000	November 1, 2041	1,715,000
November 1, 2027	1,200,000	May 1, 2042	430,000
May 1, 2028	300,000	November 1, 2042	1,775,000
November 1, 2028	1,225,000	May 1, 2043	445,000
May 1, 2029	305,000	November 1, 2043	1,835,000
November 1, 2029	1,250,000	May 1, 2044	460,000
May 1, 2030	310,000	November 1, 2044	1,905,000
November 1, 2030	1,275,000	May 1, 2045	475,000
May 1, 2031	320,000	November 1, 2045	1,970,000
November 1, 2031	1,305,000	May 1, 2046	495,000
May 1, 2032	325,000	November 1, 2046	2,050,000
November 1, 2032	1,330,000	May 1, 2047	510,000
May 1, 2033	335,000	November 1, 2047	2,130,000
November 1, 2033	1,365,000	May 1, 2048	535,000
May 1, 2034	340,000	November 1, 2048	2,215,000
November 1, 2034	1,400,000	May 1, 2049	555,000
May 1, 2035	350,000	November 1, 2049	3,880,000
November 1, 2035	1,430,000	May 1, 2050	970,000
May 1, 2036	360,000	November 1, 2050	4,035,000
November 1, 2036	1,470,000	May 1, 2051	1,010,000

MATURITY ADJUSTMENT: The Issuer reserves the right to decrease the aggregate principal amount of the Bonds after receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of \$5,000 and may be made in any maturity.

ADJUSTMENT TO PURCHASE PRICE: In the event of a maturity adjustment, the purchase price of the Bonds will be adjusted proportionately to the adjustment in principal amount of the Bonds and in such manner as to maintain as comparable an underwriter spread as possible to the winning bid.

TERM BOND OPTION: Bidders shall have the option of designating bonds maturing in any year as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities

or mandatory redemption requirements, or a combination of both. Any such designation must be made within one (1) hour of the Bond sale.

PAYING AGENT: Principal and interest shall be payable at a bank or trust company qualified to act as a paying agent in Michigan (the “Paying Agent”), or such other Paying Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any change in Paying Agent. In the event the Bonds cease to be held in book entry form only, the Paying Agent will serve as bond registrar and transfer agent, interest shall be paid by check mailed to the owner as shown by the registration books of the Issuer as of the close of business on the 15th day of the month preceding any interest payment date and the Bonds will be transferable only upon the registration books of the Issuer kept by the Paying Agent. See “Optional DTC Book-Entry-Only” above.

PRIOR REDEMPTION:

A. Mandatory Redemption - Term Bonds.

Principal designated by the Purchaser as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates corresponding to the maturities hereinbefore scheduled. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

Bonds of this issue maturing November 1, 2022 through May 1, 2032, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing on or after November 1, 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2032, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may

deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding five percent (5%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one Bond shall be at one rate only. All Bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the Bonds or at a price less than 99% or greater than 118% of the par value, or at a price which will cause the true interest cost on the Bonds to exceed five percent (5%) per annum, will be considered.

PURPOSE AND SECURITY: The Bonds are the second series of bonds that were authorized at an election on May 7, 2019, for the purpose of erecting, furnishing, and equipping a new elementary school building; erecting, furnishing, and equipping additions to the middle/high school building; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, and equipping or re-equipping school buildings for instructional technology; erecting a new team room and concession building for ball fields; purchasing school buses; and preparing, developing, improving, and equipping playgrounds, athletic fields and facilities, and sites. The Bonds will pledge the full faith, credit and resources of the Issuer for payment of the principal and interest thereon, and will be payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6, and Article IX, Section 16, of the Michigan Constitution of 1963.

STATE QUALIFICATION: The Bonds are expected to be fully qualified pursuant to Act 92, Public Acts of Michigan, 2005, as amended, enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963. Under the terms of said constitutional and statutory provisions, if for any reason the Issuer will be or is unable to pay the principal and interest on the Bonds when due, then the Issuer shall borrow, and the State of Michigan shall lend to it, an amount sufficient to enable the Issuer to make the payment.

AWARD OF BONDS: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost which is the rate that will discount all future cash payments so that the sum of the present value of all cash flows will equal the Bond proceeds computed from _____, 2022 (the anticipated date of delivery).

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of which will be furnished without expense to the Purchaser of the Bonds at the delivery thereof. The fees of Thrun Law Firm, P.C. for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above Bonds, Thrun Law Firm, P.C. has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX MATTERS: In the opinion of bond counsel, assuming continued compliance by the Issuer with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the Bonds and interest thereon are exempt from all taxation in the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Issuer has covenanted to comply with certain requirements of the Code necessary to continue the exclusion of interest on the Bonds from gross income for federal income tax purposes.

OFFICIAL STATEMENT: Upon the sale of the Bonds, the Issuer will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sales date, but in no event later than seven (7) business days after such date, the Issuer will provide the Purchaser with either a reasonable number of final Official Statements or a reasonably available electronic version of the same. The Issuer will determine which format will be provided. The Purchaser agrees to supply to the Issuer all necessary pricing information and any underwriter identification necessary to complete the Official Statement within twenty-four (24) hours after the award of Bonds. Additional copies of the final Official Statement may be obtained up to three months following the sale of the Bonds by a request and payment of costs to the financial consultant. The Issuer agrees to provide to the Purchaser at closing a certificate executed by appropriate officers of the Issuer acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Issuer and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: As more particularly described in the Official Statement, the Issuer will agree in the bond resolution or sales resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, (i) on or prior to the end of the sixth month after the end of the fiscal year of the Issuer, commencing with the fiscal year ended June 30, 2022, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain significant events with respect to the Bonds and (iii) timely notice of a failure by the Issuer to provide the required annual financial information on or before the date specified in (i) above.

BOND INSURANCE: In the event the Purchaser elects to obtain bond insurance for the Bonds, all costs and expenses related to such bond insurance shall be the responsibility of the Purchaser. The failure of such bond insurance to be issued at or before delivery of the Bonds shall not be a basis for the Purchaser to refuse to accept delivery of the Bonds. In the event the Purchaser obtains bond insurance, the bond insurer shall not be entitled to be designated as an addressee of any bond counsel opinion related to the Bonds, nor shall the bond insurer be entitled to a reliance letter associated with the same. If the Purchaser obtains bond insurance, the Issuer agrees to insert any reasonable and necessary insurance language in the Bonds.

CERTIFICATION REGARDING “ISSUE PRICE”: Please see Appendix ___ to the Preliminary Official Statement for the Bonds, dated _____, 2022, for information and requirements concerning establishing the issue price for the Bonds.

CLOSING DOCUMENTS: Drafts of all closing documents, including the form of Bond and bond counsel’s legal opinion, may be requested from Thrun Law Firm, P.C. Final closing documents will be in substantially the same form as the drafts provided. Closing documents will not be modified at the request of a bidder, regardless of whether the bidder’s proposal is accepted.

DELIVERY OF BONDS: The Issuer will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the Purchaser at a place to be mutually agreed upon with the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o’clock, noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the Purchaser may on that day, or any time thereafter until delivery of the Bonds, withdraw the proposal by serving notice of cancellation in writing, on the undersigned. Accrued interest to the date of delivery of the Bonds shall be paid by the Purchaser at the time of delivery. Payment for the Bonds shall be made in federal reserve funds. Unless the Purchaser furnishes the Paying Agent with a list giving the denominations and names in which it wishes to have the certificates issued at least five (5) business days prior to delivery of the Bonds, the Bonds will be delivered in the form of a single certificate for each maturity registered in the name of the Purchaser, subject to the election under the “Optional DTC Book-Entry-Only” provisions herein.

CUSIP NUMBERS: CUSIP numbers will be printed on the Bonds at the option of the Purchaser; however, neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the Purchaser to refuse to take delivery of and pay the purchase price for the Bonds. Application for CUSIP numbers will be made by Baker Tilly Municipal Advisors, LLC, municipal advisor to the Issuer. The CUSIP Service Bureau’s charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

BIDDER CERTIFICATION - NOT “IRAN-LINKED BUSINESS”: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311, et seq.

FURTHER INFORMATION may be obtained from Baker Tilly Municipal Advisors, LLC, 2852 Eyde Parkway, Suite 150, East Lansing, Michigan 48823, telephone: (517) 321-0110.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Secretary, Board of Education

EXHIBIT C
FORM OF
CONTINUING DISCLOSURE AGREEMENT

\$59,560,000
LUDINGTON AREA SCHOOL DISTRICT
COUNTY OF MASON
STATE OF MICHIGAN
2022 SCHOOL BUILDING AND SITE BONDS, SERIES II
(GENERAL OBLIGATION - UNLIMITED TAX)

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Ludington Area School District, County of Mason, State of Michigan (the “Issuer”), in connection with the issuance of its \$59,560,000 2022 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on February 21, 2022 and _____, 2022 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2022.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2022, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any

obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

- respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution, or sale of property securing repayment of the securities, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
 - (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable, or on any indebtedness for which the State is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A

notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

LUDINGTON AREA SCHOOL DISTRICT
COUNTY OF MASON
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2022

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Ludington Area School District, Mason County, Michigan

Name of Bond Issue: 2022 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax)

Date of Bonds: _____, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

LUDINGTON AREA SCHOOL DISTRICT
COUNTY OF MASON
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX B

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: Ludington Area School District, Mason County, Michigan
Name of Bond Issue: 2022 School Building and Site Bonds, Series II (General
Obligation - Unlimited Tax)
Date of Bonds: _____, 2022

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the
Issuer's fiscal year ended on _____. It now ends on _____.

LUDINGTON AREA SCHOOL DISTRICT
COUNTY OF MASON
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Incurrence of a financial obligation of the Issuer or other obligated person
17. _____ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.



EXHIBIT D

Reset Form

Michigan Department of Treasury
3451 (Rev. 09-16)

Application No. SBL

Application for Final Qualification of Bonds for Participation in the Michigan School Bond Qualification and Loan Program

Issued under authority of Public Act 92 of 2005, as amended.

Legal Name of School District Ludington Area School District	District Code Number 53040	Telephone Number (231) 845-7303	
Address 809 E. Tinkham Avenue	City Ludington	County Mason	ZIP Code 49431
Name of Person Responsible for Preparation of this Application Dr. Kyle Corlett		Title Superintendent	

CERTIFICATION

I, the undersigned, Secretary of the Board of Education, do certify hereby that the following constitutes a true and complete copy of a resolution adopted by the Board of Education of this School District, at a

regular or special meeting held on the 21 day of February, 2022,

and that the meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act 267 of the Public Acts of 1976 (Open Meetings Act).

Name of Secretary (Print or Type)	Signature of Secretary	Date

PARTICIPANTS

Secretary, Board of Education	Superintendent of Schools Dr. Kyle Corlett
Treasurer, Board of Education	Architectural Firm GMB
Bond Counsel Thrun Law Firm, P.C.	Construction Manager The Christman Company
Financial Advisor Baker Tilly Municipal Advisors, LLC	Paying Agent TBD
Senior Underwriter TBD	

SALE TYPE

Competitive Bid
 Negotiated Sale

RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Member _____

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

BACKGROUND

1. Act 92 of the Public Acts of Michigan, 2005, as amended, ("Act 92") enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963, provides the procedure, terms and conditions for the final qualification of bonds for participation in the School Bond Qualification and Loan Program.
2. This district has taken all necessary actions to comply with all legal and procedural requirements for final qualification of this bond issue.

ACTION OF THE BOARD

1. The district hereby applies for final qualification of bonds by the State Treasurer for the purpose of:
 - Financing the school construction **and/or**
 - Refinancing existing debt as described in this application.
2. The bonds of the district qualified by the State Treasurer will conform to all the requirements of law pertaining generally to school bonds and specifically to school bonds qualified under Section 16, Article IX of the 1963 Michigan Constitution, Act 92, and Act 112, Public Acts of 1961, as amended.
3. Any moneys obtained through the sale of the qualified bonds of the district as herein proposed will be used only for the purpose of:
 - Financing the projects described in the application including such limited changes allowed by statute, that have been submitted to the State Treasurer for preliminary qualification of bonds numbered SBL_____ **/and/ or**
 - Refinancing existing qualified debt and for no other purpose unless such change of purpose is permitted by law and has the prior approval of the State Treasurer.
4. The district agrees to annually certify and levy its debt millage tax by filing an Annual Loan Activity Statement in accordance with the requirements of Act 92 and to determine the amounts, if any, to be borrowed from or repaid to the School Loan Revolving Fund ("SLRF"). The district agrees to deposit proceeds of debt millage upon receipt into an account established solely for debt service with the appointed banking institution as defined in Section 9. The district agrees to comply with the provisions of Act 92 governing the periodic recalculation of its millage, the adjustment of its millage levy when necessary, and the repayment of funds to the SLRF, where applicable.
5. The district agrees to enter into a loan agreement and file all necessary applications for qualified loans from the SLRF along with all supporting information for repayment to the SLRF within statutory application dates and in accordance with forms and procedures as prescribed by the State Treasurer. The (insert title of authorized school district official(s)) Superintendent/Director of Business Services are/is authorized and directed to execute and deliver the loan agreement and any other documents that may be required by the loan agreement on behalf of the district. The district covenants to comply with the terms of any applicable qualified loan agreement it is now or may be a party to, including the provisions related to its millage levy.
6. The district agrees to take actions and refrain from taking actions as necessary to maintain the tax-exempt status of tax-exempt debt issued by the State of Michigan or the Michigan Finance Authority for the purpose of financing the School Bond Loan Fund or the School Loan Revolving Fund as defined in P.A. 227 of 1985, as amended.
7. The district agrees that if these bonds are issued as tax exempt bonds, it will use the proceeds of these bonds only for the purposes that are allowed for tax exempt bonds and that none of such proceeds will be used for more than the first advance refunding of any original bond issued after 1985, nor more than the second advance refunding of any original bond issued before 1986, and the district further agrees that proceeds of bonds issued as Qualified Zone Academy Bonds, Qualified School Construction Bonds, Build America Bonds or Recovery Zone Economic Development Bonds[will only be used for the purposes that are allowed for such bonds.
8. The district agrees to use any funds borrowed from the SLRF only for the payment of principal and interest on qualified bonds that is immediately payable to bondholders and not to fund escrow or sinking funds.

9. The district agrees to appoint a banking institution that performs paying agent services in general, and to execute a signed agreement that provides, at a minimum, the following procedures:
 - a. If the district has not established an irrevocable escrow account with a qualified escrow agent, the district agrees to submit debt service payments for its qualified bonds in immediately available funds to its banking institution no less than five business days prior to the debt service due date, and agrees not to withdraw, or cause a debit to be drawn against, such funds except to pay debt service.
 - b. The district agrees to use an existing or establish a new interest bearing, money market or investment account with the banking institution that performs paying agent services for the subject bonds, that allows the district to provide written investment instructions for the investment of collected funds on hand preceding the debt service due date.
 - c. The paying agent will implement notification procedures that provide that if sufficient funds for full payment of debt service do not reach the banking institution five business days prior to the debt service payment due date, the paying agent will notify the district of the amount of insufficient funds four business days prior to the debt service payment due date. In the event that the district does not immediately resolve the insufficient funds situation, the paying agent will notify the Michigan Department of Treasury of the delinquency three business days before the payment due date.
 - d. The district agrees to furnish written notification to the paying agent and the Department of Treasury of any bonds that have been refunded.
10. The district agrees to deposit all federal interest credits received with respect to its qualified bonds issued as direct credit type bonds into the debt retirement fund payable for such bonds.
11. The district requests that the State Treasurer increase its computed millage if at any time the full amount of any tax credit related to direct credit type bonds is not received or the amount of debt service on its qualified bonds increases for any reason and the current computed millage is not sufficient to repay all outstanding qualified loans by the final mandatory repayment date.
12. The district agrees that if Treasury determines that the district will not be able to make all or part of the debt service payment, Treasury will process an emergency loan from the SLRF. If the district incurs an emergency loan it shall be a legal debt of the district and the State Treasurer shall bill the school district for the amount paid and the school district shall remit the amount to the state.
13. The board directs the school district administration to report any failure to perform as a result of this application. In the event that the district fails to perform any actions as identified in this application or required by law, the district will submit to the State Treasurer a board approved resolution which indicates the actions taken and procedures implemented to assure future compliance.
14. The district board members have read this application, approved all statements and representations contained herein as true to the best knowledge and belief of said board, and authorized the Secretary of the Board of Education to sign this Final Application and submit same to the State Treasurer for his or her review and approval.

Ayes: Members _____

Nays: Members _____

BOND DETAIL

- 1. PURPOSE: Specify the purpose of bond issue exactly as stated on the ballot and as it is to be cited in the Order Qualifying Bonds (or attach an official copy).

For the purpose of: erecting, furnishing, and equipping a new elementary school building; erecting, furnishing, and equipping additions to the middle/high school building; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, and equipping or re-equipping school buildings for instructional technology; erecting a new team room and concession building for ball fields; purchasing school buses; and preparing, developing, improving, and equipping playgrounds, athletic fields and facilities, and sites.

- 2. ELECTION DATA:

- a. Date of election: 05/07/19
- b. Attach a copy of the Certified Official Canvass of Election (if not already on file).

- 3. FINAL MATURITY SCHEDULE:

- a. Total amount of this issue \$ 59,560,000
- b. Due date annually for principal payments: May 1st
- c. Due date semi-annually for interest payments: May 1st/Nov 1st
- d. Attach a copy of the bond amortization and millage impact schedules.

- 4. DEBT AMOUNTS:

- a. Amount of this bond issue \$ 59,560,000
- b. Total amount of bonded debt prior to this issue \$ 37,260,000
- c. Total amount of bonds being refunded \$ _____
- d. Total amount of proposed and existing debt (4a + b - c) \$ 96,820,000

- 5. PROPERTY VALUATION: Taxable valuation as of this date \$ 1,502,752,337

- 6. CHANGES IN FINANCIAL STRUCTURE: Specify any changes in financial structure since Preliminary Qualification or original Order Qualifying Bonds was approved:

The amounts in 4b and 4d also include the proposed 2022 School Bus and Technology Bonds that will be issued in conjunction with the 2022 School Building and Site Bonds, Series II.

- 7. Bond Type(s) (Check all that apply):

- Fixed Rate
- Variable Rate
- Tax Exempt
- Taxable
- Qualified Zone Academy Bond



Ludington Area School District, Mason County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the Administration Office 809 East Tinkham Avenue, Ludington, Michigan, within the boundaries of the Issuer, on the 21st day of February, 2022, at six o'clock in the p.m. (the "Meeting").

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:

1. By resolution adopted on December 13, 2021 (the "Bond Resolution"), this Board authorized the issuance of not to exceed Nine Hundred Thirty Thousand Dollars (\$930,000) 2022 School Technology Bonds (the "Bonds"); and

2. Based upon information provided by the Issuer's financial consulting firm, the Issuer selected a negotiated sale by private placement and requested proposals from banks and financial institutions because the process of obtaining bids by publishing a notice of sale as specified in Section 309(2) of Act 34, Public Acts of Michigan, 2001, as amended, is prohibitively more expensive than obtaining proposals through the distribution of a request for proposals for private placement of the Bonds.

3. On February 8, 2022, West Shore Bank, Ludington, Michigan (the "Purchaser"), presented to the Superintendent an offer to purchase the Bonds, a copy of which is attached hereto as Exhibit A; and

4. The Board has received the written recommendation provided by the Issuer's financial consulting firm to accept the offer from the Purchaser to purchase the Bonds, and the Board desires to accept the offer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board accepts the offer to purchase the Bonds submitted by the Purchaser. The Bonds shall be issued in the aggregate principal sum of \$930,000 and designated 2022 School Technology Bonds (General Obligation - Unlimited Tax).

2. The Bonds shall be dated February 28, 2022, and shall be issued as a single term bond maturing on May 1, 2026, on which interest is payable at the rate of 1.80% per annum commencing November 1, 2022, at the rate and in the principal amounts set forth in Exhibit B and shall be subject to mandatory redemption as set forth herein. The Purchaser will certify that the Bonds shall not be offered to the public.

3. The Bonds shall be registered as to principal and interest in the name of the Purchaser and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Bond Registrar, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together

with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000, or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity.

4. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$23,376.50 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum after paying the cost of issuance shall be deposited in the 2022 Capital Projects Fund.

B. The sum of \$906,623.50 shall be deposited to the 2022 Capital Projects Fund.

5. The President and Secretary be, and they are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Bond Registrar, the Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Purchaser upon receipt of the purchase price and accrued interest, if any.

6. The President or Vice President, the Secretary, the Treasurer, the Superintendent, and all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Placement Agreement.

7. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate sale and delivery of the Bonds.

8. 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 School District, Mason County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, 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).

EXHIBIT A



February 8, 2022

Baker Tilly
Attn: Karlee Stoddard

Re: Ludington Area School District, 2022 School Technology Bonds

To Whom it May Concern:

Pursuant to the information contained in the Request for Proposal, West Shore Bank is pleased to submit our unconditional and firm bid as outlined below, on the Ludington Area School District, 2022 School Technology Bonds.

As described in said Request, which will be dated on a mutually agreed upon date between the Issuer and the Purchaser (expected to be February 28, 2022), and scheduled to pay back principal annually on May 1 of each year beginning in 2023, and bearing interest payable on November 1, 2022, and semi-annually thereafter on the first day of each May and November of each year, with scheduled Principal Installments of:

<u>Year</u>	<u>Amount</u>
2023	\$250,000 at 1.80%
2024	\$230,000 at 1.80%
2025	\$225,000 at 1.80%
2026	\$225,000 at 1.80%

This bid assumes the following:

- These bonds are not subject to optional redemption prior to maturity.
- The bonds will be dated as of the date of delivery, on a mutually agreeable date between the District and the Purchaser, currently estimated to be on or around February 28, 2022;
- Interest will be calculated on a 30-day month, 360 day year

Thank you for including us in your bid solicitation.

Sincerely,

Brad Howes
Sr Vice President and CFO
201 W Loomis St
Ludington, MI 49431
(231) 845-3521
bradh@westshorebank.com



EXHIBIT B

LUDINGTON AREA SCHOOL DISTRICT
COUNTY OF MASON, STATE OF MICHIGAN

2022 SCHOOL TECHNOLOGY BONDS - FINAL - Term Update

Pricing Summary

<u>Maturity</u>	<u>Type of Bond</u>	<u>Coupon</u>	<u>Yield</u>	<u>Maturity Value</u>	<u>Price</u>	<u>Dollar Price</u>
05/01/2026	Term 1 Coupon	1.800%	1.800%	930,000.00	100.000%	930,000.00
Total	-	-	-	\$930,000.00	-	\$930,000.00

Bid Information

Par Amount of Bonds	\$930,000.00
Gross Production	\$930,000.00
Bid (100.000%)	930,000.00
Total Purchase Price	\$930,000.00
Bond Year Dollars	\$2,447.75
Average Life	2.632 Years
Average Coupon	1.8000000%
Net Interest Cost (NIC)	1.8000000%
True Interest Cost (TIC)	1.7992599%

2022 School Technology Bo | SINGLE PURPOSE | 2/15/2022 | 7:59 AM

Baker Tilly Municipal Advisors, LLC

**LUDINGTON AREA SCHOOLS
GENERAL FUND BUDGET
2021-22 Amended Budget**

	Audited 2020/21	Current 2021/22	Proposed 2021/22
REVENUES:			
Local	18,159,878	16,132,305	16,160,577
State	4,163,156	6,062,939	5,660,564
Federal	1,543,257	1,249,053	3,641,313
Transfers	<u>527,107</u>	<u>510,105</u>	<u>592,734</u>
Total Revenues	24,393,398	23,954,402	26,055,188
EXPENDITURES:			
Instructional Basic	11,992,906	11,827,875	13,053,597
Added Needs	3,413,259	3,609,466	4,048,551
Pupil Support	872,621	835,947	886,027
Instructional Support	836,469	738,810	887,496
General Admin	453,994	482,515	469,495
School Admin	1,689,401	1,742,708	1,831,732
Business	476,441	501,259	517,912
Operation & Maint	2,033,861	1,974,509	1,981,708
Transportation	807,405	948,867	925,583
Central Services	259,015	256,196	286,295
Athletics	845,715	866,431	868,796
Community Services	89,283	103,303	120,573
Transfers and Other	<u>21,657</u>	<u>14,131</u>	<u>13,011</u>
Total Expenditures	23,792,027	23,902,017	25,890,776
Excess of Revenue Over Expenditures	601,371	52,385	164,412
Fund Balance 6/30/21	1,602,806		
Original Expected 6/30/22		1,655,191	
Revised Expected 6/30/22			1,767,218

[SCHOOL DISTRICT, ISD, OR PSA NAME]
[BOARD OF EDUCATION OR BOARD OF DIRECTORS] RESOLUTION

A [regular or special] meeting of the [School District, ISD, or PSA Name] (“School”) [Board of Education or Board of Directors] (the “Board”) was held on the [] day of [], 202[] at the following time: [].

The meeting was called to order by _____, President

Present:

Absent:

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

WHEREAS:

1. In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Lawsuit”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School’s best interests to authorize and direct [Insert Position, such as Superintendent] to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs [Insert Position, such as Superintendent] to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a [regular or special] meeting held on [REDACTED], 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, PA 1976, as amended).

Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between [School District, ISD, or PSA Name], whose address is [redacted] (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates [Insert Position Identified in Resolution], or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:

- A. Is a Thrun retainer client.
- B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
- C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

- 7. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

- 8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and

superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.

11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.

15. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.
16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: _____

Frantz Law Group, APLC

Print Name: _____

Dated: _____, 202__ Signature: _____

Print Name: _____

Client: _____

Its: _____

