



"To Build Knowledge and Skills for Success Today and Tomorrow"

AGENDA for September 30, 2024
5:30 PM Special Board Meeting - School Board Study Session
Board Room, Williams Administration Building
Zoom Link:

-
1. Call meeting to order/roll call
 2. Pledge of Allegiance
 3. Agenda
 4. Open Forum
 5. Action Items
 - 5.a. Woodle Field Soil Sample Borings by AET
 6. Discussion Items
 - 6.a. SBHS East Gym Floor Project
 - 6.b. City of Sturgis Woodle Field and Fairground Letter of Intent
 - 6.c. Strategic Planning
 - 6.d. Professional Development Budget for Board Members
 7. Executive Session SDCL 1-25-2 Executive or closed meetings--Purposes--
Authorization--Violation as misdemeanor. Executive or closed meetings may be held for
the sole purpose of: View SDCL 1-25-2 for all reason for executive session.
 - 7.a. School board members will enter into executive session to discuss School Safety
(SDCL-1-25-2.6).
 8. Adjournment

September 11, 2024



Mr. Derik Budig
Mammoth Sports Construction
601 E Wyandotte Street
Meriden, Kansas 66512

Subject: Cost Proposal - Geotechnical Exploration & Review
Proposed Turf Replacement – Woodle Field
Woodle Field
Sturgis, South Dakota 57785
AET Proposal No. P-0037120

Dear Derik,

American Engineering Testing (AET) is pleased to submit a proposal for the subsurface exploration for use in the planning and design of the above referenced project to be constructed at Woodle Field in Sturgis, South Dakota. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services.

PROJECT INFORMATION

Based on the information provided, we understand the project will consist of the re-construction of the grass playing field at the Woodle Field complex in Sturgis, South Dakota. The new field will be replaced with artificial turf, and at this time the surrounding track is intended to remain in place. We also understand that due to the ongoing sport seasons the schedule for drilling will be delayed until at least November 2024. At this time, we anticipate the new field will be constructed at or near the existing site grades.

The purpose of the geotechnical study will be to determine the subsurface conditions at the site and to evaluate the suitability of the site soils for their use in constructing the proposed artificial field. We assume access to the boring locations will be accessible with a truck mounted drill rig and support vehicle.

SCOPE OF SERVICES

Field Exploration

Based on the information provided, the following scope of services will be provided:

- Stake/mark the boring locations and arrange clearance of underground public utilities through SD One Call.
- Perform a total of five (5) standard penetration test (SPT) borings to depths of 5 feet below grade within the footprint of the existing track & field complex.

1745 Samco Road | Rapid City, SD 57702
Phone (605) 388-0029 | teamAET.com | AA/EEO

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Before we drill, we will contact South Dakota One Call to locate public underground utilities. South Dakota One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The client/property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the client/property owner, any maps, plans or records, or public or private utility locator providers.

We will drill the borings using solid flite or hollow stem augers, and sampling by either the split-barrel method (ASTM D1586) or the ring lined-barrel method (ASTM D3550). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½ foot intervals to the proposed terminal boring depths. Representative portions of recovered samples will be collected in sealed glass jars or capped brass tubes to prevent moisture loss and submitted to our laboratory for review, testing and final classification.

We will backfill the boreholes with auger cuttings and replace the removed sod patch or patch existing pavement (where applicable). Please note that accessing the boring locations may leave ruts in the ground. Our field crew will take all precautions necessary to minimize rutting; however, area disturbance may be seen after we leave the site. We have not provided any site restoration costs in this proposal.

LABORATORY TESTING

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. We anticipate laboratory testing to include natural moisture content, Atterberg Limits, percent passing the No. 200 sieve, swell-consolidation, and moisture-density relationship (standard Proctor) tests.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

REPORT

We will prepare a geotechnical engineering report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:



- Grading procedures to prepare the area for support of the field and track, including comments on the suitability of the on-site soils for reuse as fill, as well as imported fill requirements (if required).
- Subgrade preparation for artificial turf support.
- Comments on other items which may affect final performance or constructability, such as drainage requirements.

SCHEDULE

Weather and site access permitting, the drilling can be scheduled in the month of November after receiving a written notice-to-proceed. We estimate the drilling can be completed in 1 day. Laboratory testing will require approximately 7 working days to complete. The report can be submitted within about 10 working days following the completion of the laboratory testing.

FEES

Our fees for the scope of services described above will be charged on a lump sum basis of \$4,700.00, plus applicable state and local taxes. Please note, our fees will be in effect for thirty (30) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Cost Proposal - Geotechnical Exploration
Proposed Turf Replacement – Woodle Field, Sturgis, South Dakota
September 11, 2024
AET Project No. P-0037120



CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact our office at 605-388-0029.

Sincerely,
American Engineering Testing, Inc.

A handwritten signature in blue ink that reads 'Wyatt T. Leadens'.

Wyatt T. Leadens, EIT
Engineer II

Attachments: Environmental/Geotechnical Terms & Conditions
Certification of
Insurance IRS Form W-9

ACCEPTANCE AND AUTHORIZATION AET Proposal No. P-0037120

SIGNATURE: _____
PRINTED NAME: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER AND EMAIL: _____
DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if applicable)

ACCOUNTS PAYABLE CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN ENGINEERING TESTING, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 550 CLEVELAND AVENUE NORTH		
6 City, state, and ZIP code ST. PAUL, MN 55114		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[]	[] - [] - [] [] [] []
or	
Employer identification number	
4	1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ▶ 1/1/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER A: The Phoenix Insurance Company NAIC # 25623	
	INSURER B: The Travelers Indemnity Company of America 25666	
	INSURER C: Travelers Property Casualty Company of America 25674	
	INSURER D: Charter Oak Fire Insurance Company 25615	
	INSURER E: Continental Casualty Company 20443	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000
							AGGREGATE \$ 15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9H9151012443G	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONSTRUCTION CONTRACT
Sturgis Brown High School
East Gym Floor project

THIS AGREEMENT made the 15th day of October ,2024, between FLR Sanders, Inc.,3079 92nd Avenue, Princeton, MN 55371(“Contractor”), and Meade School District 46-1, 1230 Douglas St., Sturgis, SD 57785 (“Owner,” which refers both to the singular and plural).

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, Owner and Contractor agree as follows:

1. Services to Be Performed. Contractor shall furnish all labor and materials to construct and complete the project shown on the contract documents contained in **Exhibit A**, which is attached hereto and by this reference made a part hereof.

2. Contract Price.

a. Contract Price. The Owner agrees to pay the Contractor the contract price of \$182,370.56.

b. Change Agreements. In addition, the contract price shall be increased according to any additions or changes, made in accordance with mutually agreed upon written Change Agreements. To be valid, all Change Agreements must be signed by the Owner and Contractor, describe the nature of additions, deletions, or modifications to the services to be performed, and describe Corresponding adjustments in the Contract price and time for completion. No verbal Change Agreement shall be permitted. Any adjustment in the Contract price will be determined by mutual agreement and the prior approval of the Owner and Contractor before starting the work involved in the change.

c. Terms of Payment. The contractor shall be paid as follows: 100% upon successful installation. The making of progress payments, if any, by Owner to Contractor, subcontractors, or material suppliers, does not constitute or imply acceptance of any portion of the Work until final payment is made.

3. Time of Completion.

a. Time of Completion. The services to be performed under this Agreement shall commence on the 1st day of April 2025 and be substantially completed on or before the 15th day of June,2025.

b. Extension of Time of Completion. The completion date may be extended by the mutual written agreement of the parties, including change orders.

4. Permits and Approvals. Contractor shall be responsible for determining which state and local permits are necessary for performing the specified work and for obtaining

and paying for the permits. **A performance bond equal to the amount of the contract must be obtained by contractor and added to contract price.**

5. Warranty. Contractor warrants that all work shall be completed in a good workmanlike manner and in compliance with all building codes and other applicable laws.

6. Site Maintenance. Contractor agrees to be bound by the following conditions when performing the work under this Agreement:

7. Subcontractors. Contractor may, at its discretion, engage subcontractors to perform services under this Agreement. Contractor shall, however, remain solely responsible for proper completion of this Agreement.

8. Independent Contractor Status. Owner and Contractor are not partners, joint-ventures or involved in any employment relationship whatsoever, and nothing in this Contract shall be deemed to create or imply any such relationship. Contractor is not Owner's employee, nor are Contractor's employees or subcontractors. Contractor and Owner agree to the following rights, consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- c. The Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement; Owner shall not hire, supervise, or pay any assistants to assist Contractor or otherwise attempt to complete the services to be performed.
- d. Owner shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- e. Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Owner.

9. Taxes. Contractor shall be responsible for all excise taxes incurred by Contractor while Contractor performs services under this Agreement, and for any interest or penalties incurred due to late payment or nonpayment of any excise taxes. Contractor shall be responsible for all other taxes incurred by contractor.

10. Insurance.

a. Contractor's Insurance. The Contractor agrees to keep in force at Contractor's expense such liability insurance during this Contract term as will protect Contractor from claims, under worker's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of the work, in a commercially reasonable amount determined by the Contractor in light of the Contract price and Contractor's obligations under this Contract and the related Warranty. Contractor agrees to provide proof of insurance to Owner upon request.

b. Owner's Insurance. The Owner agrees to keep at Owner's expense during this Contract term premises liability insurance coverage and property damage insurance on the Work at the site to its full insurable value, including the interests of Owner, Contractor, and subcontractors, against fire, vandalism, and other perils ordinarily included in extended coverage. Losses under such insurance will be adjusted with and made payable to the Contractor and Owner as their interests appear, subject to the requirements of a mortgagee's loss payable clause. Owner agrees to provide proof of premises liability and property damage insurance coverage to Contractor upon request.

11. Terminating the Agreement. Either Owner or Contractor may terminate this Agreement at any time by giving 14 days written notice of termination. Contractor shall be entitled to full payment for services performed prior to and including the date of termination.

12. Default. Time is of the essence of this Contract. In the event a breach is claimed by any party in the terms of the Contract Documents, except as waived by final payment, the aggrieved party will notify the other of such claimed breach and the party alleged to have breached this Contract will have 10 days from receipt of notice to correct the breach. All notices of breach will be by certified mail and will be deemed received on the earlier of actual receipt or three days after the date of mailing. If the alleged breach is not corrected within 10 days, then the non-defaulting party shall have all rights at law or equity. The laws of the State of South Dakota shall govern this contract.

13. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

a. When delivered personally to the recipient's address as stated on this Agreement.

b. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement: or

c. When sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

14. Liens or Encumbrances. Contractor agrees Contractor will not permit the filing of any claims, liens, or encumbrances on the real property described herein at any time during the term of this Agreement. If any mechanic's or other liens or encumbrances are filed during the term of this agreement, Contractor agrees the same shall be removed within 30 days after Contractor has knowledge of said lien; provided, however, that Contractor shall not be required to so remove any lien which is filed as a result of a bona fide dispute, unless said disputed lien can be bonded. In that event, Contractor agrees to provide a bond and secure the removal of said lien pending resolution of the dispute. In the event a lien cannot be bonded, Contractor agrees to use due diligence in removing such lien from the property by appropriate legal action or otherwise. The parties agree that the violation of the provisions of this paragraph shall constitute a default hereunder.

15. Written Memorandum. This Agreement constitutes a memorandum of the final meeting of the minds between the parties hereto of all prior negotiations had by the parties in reference to all matters covered herein; and, this agreement is to be binding upon the respective heirs, executors, administrators and assigns of the parties hereto. No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties hereto.

16. Acknowledgments.

a. By signing this Contract, any legal entity executing this Contract warrants and represents that: (a) such entity is in good standing with the State of South Dakota; (b) all necessary actions have been taken to make this Contract (including the Contract Documents) lawfully binding upon the entity; and , (c) the individual signing this Contract is duly authorized and directed by the entity to execute the same in the name of the entity.

b. Contractor acknowledges this Contract was prepared by Owner's attorney and that Owner's attorney is not representing the Owner. Contractor has been advised Contractor has the right to have this Contract and all related documents reviewed by Contractor's separate legal counsel if Contractor so elects.

17. Binding Effect and Modification. This Contract will be binding upon the executors, administrators, heirs, assigns, legal representatives and successors of the parties. No modification, change, addition or revision of the Contract Documents will be effective unless in writing and signed by Contractor and Owner.

IN WITNESS WHEREOF the parties have executed this Contract effective the date above-written.

CONTRACTOR:

OWNER:

By: _____

CHANGE AGREEMENT FORM

Nature of additions, deletions, or modifications to the services to be performed: _____

Adjustments in the Contract price: _____

Adjustments in time for completion: _____

No verbal Change Agreement shall be permitted. Any adjustment in the Contract price will be determined by mutual agreement and the prior approval of the Owner and Contractor before starting the work involved in the change.

Dated the ___ day of _____, 20__.

CONTRACTOR:

OWNER:

By: _____

Current price

Building Specialties
Equipment
Installation
Service



COMBINED BUILDING SPECIALTIES



4921 W FRANK BOYCE DRIVE
SIOUX FALLS, SD 57107
Phone: (605) 331-6904 Fax: (605) 331-6913
Email: sales@combinedbuilding.com
Website: www.combinedbuilding.com

JOB NUMBER : SSX2432277 JOB NAME : Sturgis High East Gym Ren

LOCATION : Sturgis, SD

LETTING DATE : 02/06/2024

PROPOSAL DATE : 01/25/2024

TO: *Building Contractors*

118,062. +

182,370.56 +

300,432.56 *

We propose to furnish the following, subject to all the terms and conditions stated herein:

20K Contingency

SECTION		BID AMOUNT
Base Bid		
Bleacher	Removal/Replace Quoting: Removal and Replacemnet of (2) banks of bleachers. Price Includes Installation! Please Note this is a BUDGETARY number and not a firm price.	\$92,500.00
Gym Curtain	Removal/Replace Quoting: Removal and replacement of gym divider curtain with new curtain and structure. Price Includes installation and removal. All electrical by others! BUDGET Price only!	<i>NO</i> \$19,650.00 <i>NO</i>
Backstops	Service/Updates Quoting: (6)ea motors, safety straps, pulleys, cable retractors and recabing of units. Price Includes Installation. Any Electric done by others! BUDGET Price Only!	\$16,350.00

COMBINED BUILDING SPECIALTIES

PROPOSAL: SSX2432277

STRUCTURE: Sturgis High East Gym Ren

(Page 2)

SECTION		BID AMOUNT
Hoop Relocation	Backstop Move & Adjust Quoting: Cost to move 2 Backstops 3' and raise all glass to 10'. Price includes labor. Any Electrical by others! Budget Only!	\$3,112.00
Floor Sleeves	Floor Sleeve Install Quoting: Core drilling and setting of (6) floor sleeves. Price includes installation. Floor covers to be installed by flooring contractor! Budget Price!	\$6,100.00

All prices are Budget Pricing.

± 118,062

No sales tax or special tax included, unless indicated above.

Prices are F.O.B. Jobsite

THIS PROPOSAL FOR ACCEPTANCE WITHIN 30 DAYS

Submitted by: Ben *Ben Tenison* 02/06/2024
(Print name) (Signature) (Date)

Accepted by: _____
(Print name) (Signature) (Date)

**LETTER OF INTENT
WOODLE FIELD**

I

PARTIES:

The parties to this Letter of Intent (“Agreement”) are the City of Sturgis, a South Dakota municipal corporation, 1040 Harley-Davidson Way, Sturgis, SD 57785 (“Seller”) and Meade School District 46-1, 1230 Douglas Street, a public subdivision of the State of South Dakota, Sturgis, SD 57785 (“Buyer”).

II

PURPOSE:

The purpose of this Agreement is to fix the terms and conditions under which the Seller expresses an interest in selling and the Buyer expresses an interest in purchasing to buy the property described in Article III. After this Letter of Intent has been made, a formal purchase agreement and contract for deed may be drafted for the mutual benefit of the parties.

III

PROPERTY:

The “Property” to be covered by this Agreement is legally described as Preliminary plat: Park Lot 1 and Woodle Field Lot of Northside Addition, and as shown on Exhibit A attached hereto and incorporated by this reference.

IV

CONSIDERATION:

As total consideration for the above-described property, Buyer intends to pay Seller the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$67,500.00) payable as follows:

- A. XXXX Thousand Dollars (\$0,000) upon the execution of this Agreement, and
- B. The balance of XXXX Thousand Dollars (\$0,000) at Closing.

V

POSSESSION:

Buyer will assume possession of the property upon the Closing date.

VI

TITLE AND TITLE INSURANCE:

A. Seller will represent and warrant that it has good and merchantable title to the property subject to the easements, rights-of-way, restrictions, reservations, and covenants of record, if any.

B. Within thirty (30) days of closing, Seller will deliver to Buyer if so requested, a purchaser's title insurance policy in the full amount of the purchase price showing good and merchantable title in the Seller to the real property hereinbefore described. Buyer may cause such policy to be examined and will advise Seller of any defects of title, and in the event the title insurance policy shows encumbrances or defects in the title, Seller will cure the defects. If the defect cannot be cured, this contract may be rescinded upon notice by either party for a period of thirty (30) days after notice of the inability to cure the defect. The Buyer will pay for the cost of title insurance.

VIII

MECHANIC'S LIENS:

The Seller will not permit any no mechanic's liens be filed on the property at any time during the term of this Agreement. The Seller will discharge any mechanic's liens that may be filed.

IX

TIME:

Time to be of essence of this Agreement.

X

SALE OR ASSIGNMENT:

Buyer may not sell or assign this Agreement or may not sell or otherwise dispose of any interest in the property, either in whole or in part, to any other person, firm, or corporation for any reason without the express written consent of the Seller.

XI

HOLD HARMLESS:

The Buyer wills indemnify, defend, and hold the Seller harmless from any liability of any kind or character arising out of the Buyers' possession and use of the property, or anyone claiming under them, including, but not limited to, attorneys' fees and costs. This indemnification obligation is intended to survive final payment of all sums which may be due under a subsequent Purchase Agreement.

XII

EMINENT DOMAIN:

During the term of this Agreement the parties agree that if all or any part of the property is taken by any governmental or quasi-governmental body under the power of eminent domain, or the threat of the use of the power of eminent domain, that the entire award received from such taking shall be applied to unpaid balance due hereunder, with the balance payable to the Buyer after all sums due and payable under any subsequent Agreement have been fully satisfied and discharged.

XIII

LAND AND WATER CONSERVATION FUND:

The Parties acknowledge that the Property encumbered by a Land and Water Conservation Fund easement and that the encumbrance currently prevents the Seller from conveying marketable title to the Property. Seller presents that it will use its best efforts to remove the encumbrance in a timely fashion.

XIV

SUBSEQUENT NOTIFICATION:

The Seller agrees to promptly notify the Buyer when the Land and Water Conservation Fund encumbrance has been removed.

XV

CLOSING:

The sale contemplated by this Agreement will close within thirty (30) days after the Land and Conservation encumbrance has been removed and Buyer may take possession of the Property on the Closing date.

XVI

CONSTRUCTION:

In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

XVII

INCORPORATION OF EXHIBITS:

All exhibits identified in this Agreement are incorporated by reference and made a part of this Agreement.

XVIII

OBLIGATION TO COMPLY WITH APPLICABLE LAWS:

Buyers, intend to comply at their sole cost and expense, with all laws, orders, and regulations of federal, state, county, and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Buyers with respect to the property.

IXX

BINDING EFFECT:

This Agreement shall extend to and be binding upon the respective heirs, devisees, personal representatives, administrators, successors and assigns of the parties hereto.

XX

HEADINGS:

The headings used for each paragraph herein are for descriptive purposes only.

XXI

GOVERNING LAW:

The parties agree that this Letter of Intent is governed by the laws of the State of South Dakota.

[SIGNATURE PAGE OF SELLER]

Dated: October __, 2024.

SELLER:

Angela Wilkerson
Mayor of the City of Sturgis

COUNTER SIGNATURE

Finance Officer of the City of Sturgis

(City Seal)

EXHIBIT A

LEGAL DESCRIPTION

[ATTACHED]

DRAFT

**Preliminary Plat of
Park Lot 1 and Woodle Field Lot of Sky Hill Addition.**
Formerly Lot A, Lot B, the Remainder of Government Lot 7 of Section 3 and the
Unplatted Portion of the NW1/4 of Section 10.
All Located in Section 3 and Section 10, Township 5 North, Range 5 East,
Black Hills Meridian, City of Sturgis, Meade County, South Dakota.

SURVYOR'S NOTES

- 1) Units & Minor Deductions Elements
8' Wks on the Interior Side of All Lot Lines.
- 2) Building Restrictions:
Per the 2012 International Building Code (IBC).
- 3) Building Setbacks:
For the City of Sturgis Title 18 Zoning Code.
10' Front and Rear Lot Lines and 5' All Sides.

- Reference documents as shown on:
1. Plat Book 2 of 5 Page 42
 2. Plat Book 2 of 5 Page 182-183
 3. Plat Book 15 of 19 Page 10
 4. Plat Book 15 of 19 Page 50
 5. Plat Book 15 of 19 Page 50
- For the Meade County Register
of Deeds Office.

- LEGEND**
- Found or Set 5/8" Rebar with Cap
 - Marked "Neckmark" RLS 7719"
 - ⊙ Found Survey Monument
 - ⊙ As Noted.
 - Bearing Break Not Set
 - All Measurements are of Record.

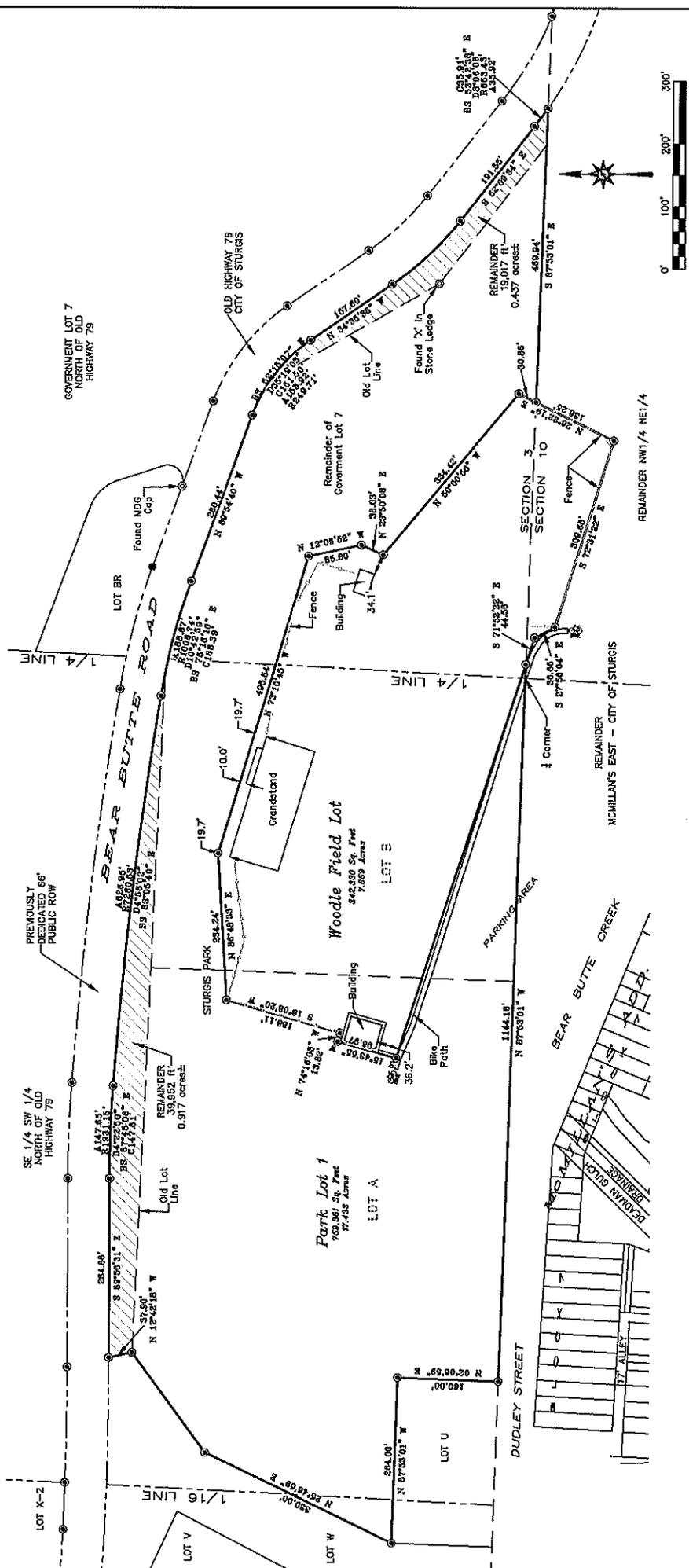




Photo #3 – Subject, View West-Northwest. Photo taken by Rick March, drone pilot, on December 6, 2023

**LETTER OF INTENT
FAIRGROUNDS PROPERTY**

I

PARTIES:

The parties to this Letter of Intent (“Agreement”) are the City of Sturgis, a South Dakota municipal corporation, 1040 Harley-Davidson Way, Sturgis, SD 57785 (“Seller”) and Meade School District 46-1, 1230 Douglas Street, a public subdivision of the State of South Dakota, Sturgis, SD 57785 (“Buyer”).

II

PURPOSE:

The purpose of this Agreement is to fix the terms and conditions under which the Seller expresses an interest in selling and the Buyer expresses an interest in purchasing to buy the property described in Article III. After this Letter of Intent has been made, a formal purchase agreement and contract for deed may be drafted for the mutual benefit of the parties.

III

PROPERTY:

The “Property” to be covered by this Agreement is described as approximately 9.45 acres , more or less, to be platted from Fairgrounds Add. Lot 6 of NW1/4SE1/4 and Lot 7 of NE1/4SW1/4 Sec 9 T5N R5E BHM, City of Sturgis, Meade County, South Dakota, and as shown on Exhibit A attached hereto and incorporated by this reference.

IV

CONSIDERATION:

As total consideration for the above-described property, Buyer intends to pay Seller the sum of TWO HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED EIGHTEEN DOLLARS (\$255,218) payable as follows:

- A. XXXX Thousand Dollars (\$0,000) upon the execution of this Agreement, and
- B. The balance of XXXX Thousand Dollars (\$0,000) at Closing.

V

POSSESSION:

Buyer will assume possession of the property upon the Closing date.

VI

TITLE AND TITLE INSURANCE:

A. Seller will represent and warrant that it has good and merchantable title to the property subject to the easements, rights-of-way, restrictions, reservations, and covenants of record, if any.

B. Within thirty (30) days of closing, Seller will deliver to Buyer if so requested, a purchaser's title insurance policy in the full amount of the purchase price showing good and merchantable title in the Seller to the real property hereinbefore described. Buyer may cause such policy to be examined and will advise Seller of any defects of title, and in the event the title insurance policy shows encumbrances or defects in the title, Seller will cure the defects. If the defect cannot be cured, this contract may be rescinded upon notice by either party for a period of thirty (30) days after notice of the inability to cure the defect. The Buyer will pay for the cost of title insurance.

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MECHANIC'S LIENS:

The Seller will not permit any no mechanic's liens be filed on the property at any time during the term of this Agreement. The Seller will discharge any mechanic's liens that may be filed.

IX

TIME:

Time to be of essence of this Agreement.

X

SALE OR ASSIGNMENT:

Buyer may not sell or assign this Agreement or may not sell or otherwise dispose of any interest in the property, either in whole or in part, to any other person, firm, or corporation for any reason without the express written consent of the Seller.

XI

HOLD HARMLESS:

The Buyer wills indemnify, defend, and hold the Seller harmless from any liability of any kind or character arising out of the Buyers' possession and use of the property, or anyone claiming under them, including, but not limited to, attorneys' fees and costs. This indemnification obligation is intended to survive final payment of all sums which may be due under a subsequent Purchase Agreement.

XII

EMINENT DOMAIN:

During the term of this Agreement the parties agree that if all or any part of the property is taken by any governmental or quasi-governmental body under the power of eminent domain, or the threat of the use of the power of eminent domain, that the entire award received from such taking shall be applied to unpaid balance due hereunder, with the balance payable to the Buyer after all sums due and payable under any subsequent Agreement have been fully satisfied and discharged.

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LAND AND WATER CONSERVATION FUND:

The Parties acknowledge that the Property encumbered by a Land and Water Conservation Fund easement and that the encumbrance currently prevents the Seller from conveying marketable title to the Property. Seller presents that it will use its best efforts to remove the encumbrance in a timely fashion.

XIV

SUBSEQUENT NOTIFICATION:

The Seller agrees to promptly notify the Buyer when the Land and Water Conservation Fund encumbrance has been removed.

XV

CLOSING:

The sale contemplated by this Agreement will close within thirty (30) days after the Land and Conservation encumbrance has been removed and Buyer may take possession of the Property on the Closing date.

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CONSTRUCTION:

In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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Buyers, intend to comply at their sole cost and expense, with all laws, orders, and regulations of federal, state, county, and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Buyers with respect to the property.

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BINDING EFFECT:

This Agreement shall extend to and be binding upon the respective heirs, devisees, personal representatives, administrators, successors and assigns of the parties hereto.

XX

HEADINGS:

The headings used for each paragraph herein are for descriptive purposes only.

XXI

GOVERNING LAW:

The parties agree that this Letter of Intent is governed by the laws of the State of South Dakota.

[SIGNATURE PAGE OF SELLER]

Dated: October __, 2024.

SELLER:

Angela Wilkerson
Mayor of the City of Sturgis

COUNTER SIGNATURE

Finance Officer of the City of Sturgis

(City Seal)

EXHIBIT A

LEGAL DESCRIPTION

[ATTACHED]

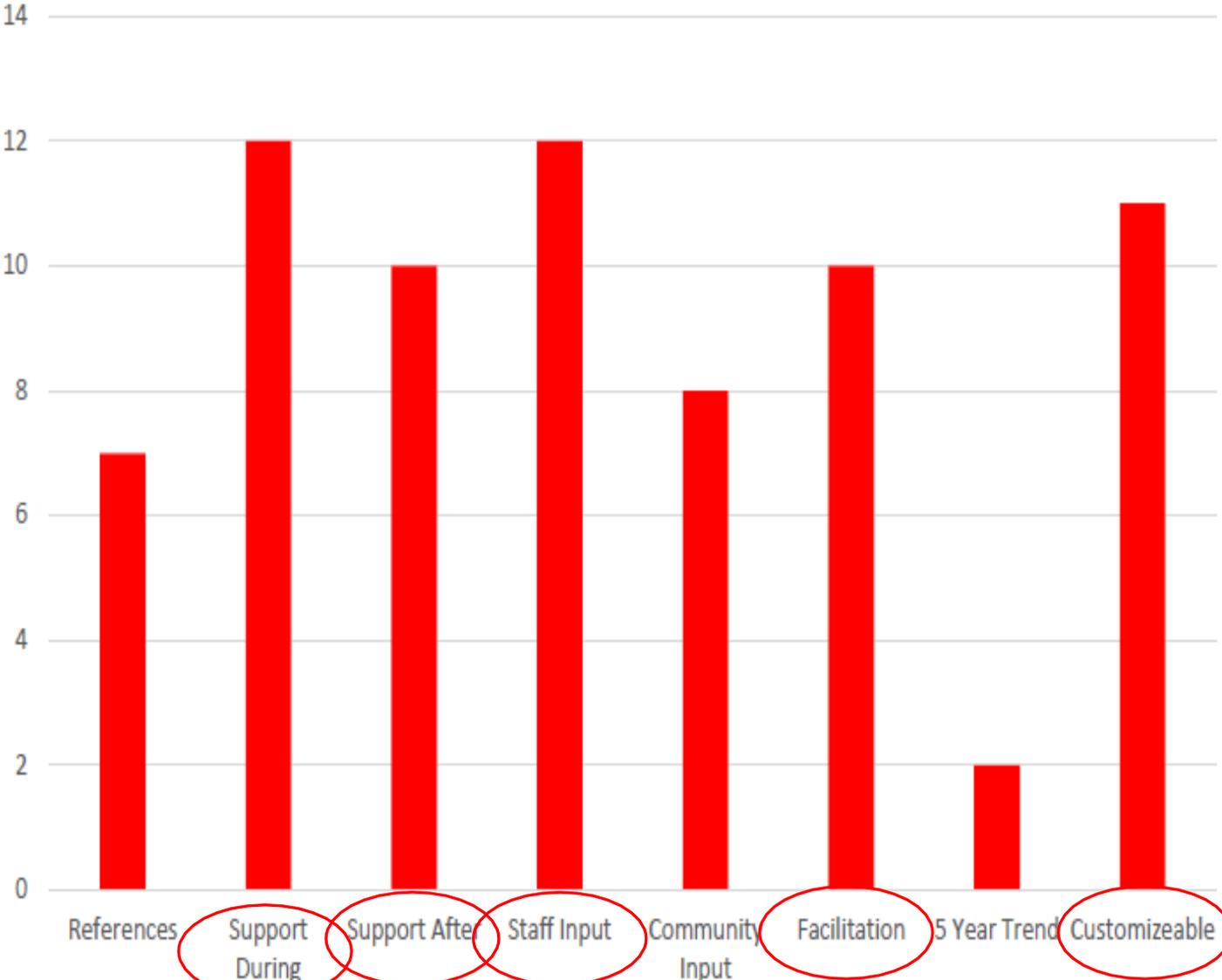
DRAFT



Strategic Planning Data From Large School Group

Board discussions and considerations

Summative Scores for Ranking 1st through 4th Priorities



The data presented is from the previous meeting.

Quantitative Results

- Response Rate: 11 Schools
- Time to last strategic planning:
 - >1 Year : 2 Schools
 - 2-3 Years: 7 Schools
 - 3 Years +: 1 School
- Who Assisted with Strategic Planning
 - Internal: 5 Schools
 - Studer: 3 Schools
 - Dakota Education Consulting: 2 Schools
 - Thought Exchange: 1 School
 - *Studer is helping with implementation*

Individual Schools Self Reported-What Was Created/What Went Well

	Studer	Dakota Consulting	Thought Exchange
Community Surveys	X	X	
Staff Surveys	X	X	
In Person Meetings	X	X	
Facilitate Process Development	X		
Facilitate In-Person Meetings with Community	X	X	
Facilitate In-Person Meetings with Staff	X	X	
Training for Board members	X	X	
Direct Support for Superintendent	X		
Training for Admin	X		
Useable Format	X		

“I wasn’t around for the change. I can tell you the last one looked nice but was too much and therefor didn’t make an impact.”
Studer Group

“Not enough Follow-up on the backside”-Thought Exchange

Qualitative Data- What Didn’t Go Well?

“Ideas/solutions that were quality, but unable to be supported by available resources.”-
Internal

“We are still working on student achievement”-
Studer Group

“Identifying goals that are specific, but yet apply to each grade level”-Internal

“Most of our goals can be achieved in 1-2 years, less long term vision”-
Dakota Consulting
(Tom Oster)

Qualitative Data-Other

“Consultants are expensive, but worth their outside expertise. Tom will speak frankly with all groups. Call if you need more. “

“We are beginning our third 5year plan in the past 10 years. Our new 5 year plan is Forward 2029!”

“I believe superintendents need to be a big part of leading this process. If you have a facilitator help you with group sessions, you can still be very present, and not give up the "reins." I think it's a confidence builder with your Board as well. I also believe it needs to be a very living document that is connected to everything and how you make it part of the fabric of the district.“

“The best strategic plans begin with what you are doing well!!! If it is working and effective, keep it a priority. When data dictates results and outcomes are not as desired, strategize practical actionable strategies to move you towards your strategic goals.

Quantitative Results- Would You Use the Same Company

All Respondents
responded “Yes”



Considerations

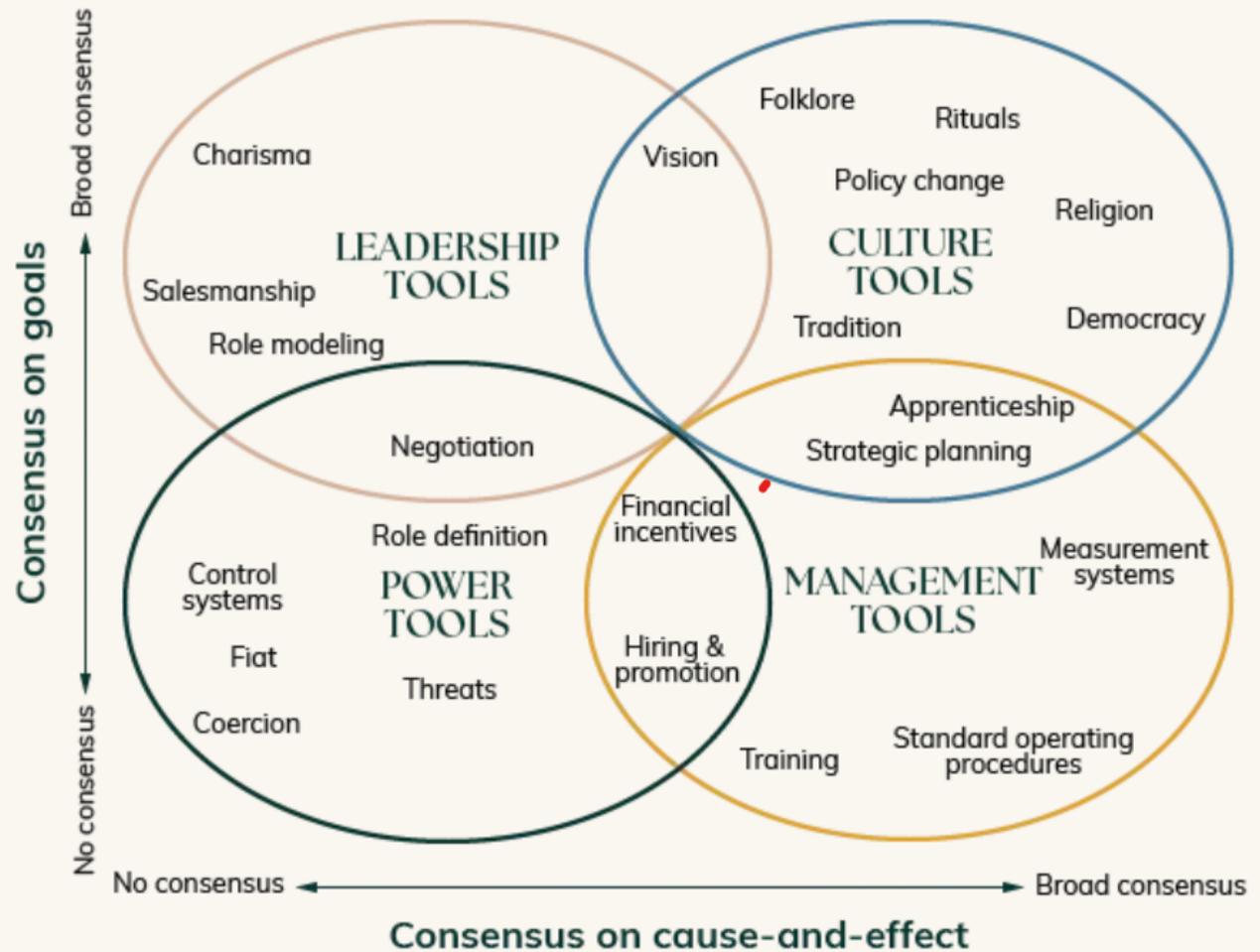
Cost/Benefit

Culture/District Fit

Workability/ Living Document

Goals/Vision Alignment

The Tools of Cooperation



Curriculum and Program Considerations

Admin – What programs will fit any changes vs. what programs/ associated costs will need to be changed/added?

Finance/Board – Are we prepared for conversations and ideas that “stretch” or change what we are currently doing and who is best fit to help us with that?

Priorities – focusing on actionable improvements, not too much, not too little (timelines)



Thoughts and Discussion