SEPTEMBER 2024

WATERTOWN SCHOOL DISTRICT #14-4
SCHOOL BOARD MEETING
Monday, September 9, 2024
5:30 PM – Regular Meeting
Livestream - https://www.youtube.com/@watertownschooldistrict14-74/streams

1. CALL MEETING TO ORDER
    1.1. *Pledge of Allegiance*

2. CONSENT AGENDA
    2.1. *Roll Call*
    2.2. *Conflicts of Interest*
    2.3. *Review/Approval of Agenda*
    2.4. *Approve Minutes of August 12, 2024*
    2.5. *Receive Financial Reports for August, 2024*

3. DISCUSSION ITEMS - LATC
    3.1. *Public Input on Agenda/Non-agenda Items*
    3.2. *Work Session for Joint Meeting with School Board and LATC Strategic Advisory Council - October 24, 2024 – 12:00 -2:00 PM*

4. ACTION ITEMS - LATC
    4.1. *Personnel*
        4.1.1. Resignations
        4.1.2. Contract Recommendations/Addendums
        4.1.3. Requests for Stipend
    4.2. *Property*
        4.2.1. Authority to Bid – Surgical Technology Expansion
        4.2.2. Consider Equipment Bids
            4.2.2.1. Heavy Equipment Simulator
            4.2.2.2. Neonatal & Obstetric Patient Simulators
            4.2.2.3. Surgical Lights
            4.2.2.4. Surgical Boom Systems
            4.2.2.5. Vertical Milling Machine
            4.2.2.6. Wire Electrical Discharge Machine
        4.2.3. Authority to Bid – Semi Tractor
        4.2.4. Authority to Purchase – Fire Truck
        4.2.5. Consider Equipment Lease Agreements
        4.2.6. Consider Redstone Law Firm Engagement

5. DISCUSSION ITEMS – 14-4
    5.1. *Public Input on Agenda/Non-agenda Items*
    5.2. *Northeast Technical High School Report*
    5.3. *Social Studies Update*
    5.4. *Attendance Grant Update*

6. ACTION ITEMS – 14-4
    6.1. *Approval of Bills*
    6.2. *Personnel*

6.2.1. Resignations
6.2.2. Termination
6.2.3. Authority to Hire
6.2.4. Contract Recommendations/Addendums
6.2.5. Requests for Stipend

6.3. Property

6.3.1. Consider Change Order #2 – Athletic Complex Phase II
6.3.2. Consider Presence Learning Contract
6.3.3. Consider Surplus Property

6.4. Second Reading of Policies

6.4.1. ACAA
6.4.2. IJNDC

6.5. Student Enrollment Requests

6.5.1. Open Enrollment
6.5.2. 13-28-10

7. COMMUNICATIONS

7.1. Administrative Reports

7.1.1. Enrollment
7.1.2. Fuel Quotes
7.1.3. Nutrition Report

7.2. Board Report to Superintendent

8. ADJOURNMENT

SCHOOL BOARD MINUTES
WATERTOWN SCHOOL DISTRICT NO. 14-4
CODINGTON COUNTY, SOUTH DAKOTA

The School Board of the Watertown School District No. 14-4 of Codington County, South Dakota convened pursuant to due notice at 5:30 p.m., Monday, August 12, 2024 in regular session. The following members were in attendance: Vice Chairman Jon Iverson, Jean Moulton, Kari Lohr, and Roshal Rossman. Chairman Stuart Stein via teleconference. Also in attendance were staff, administration, and representatives of the news media.

REGULAR MEETING

Vice Chairman Jon Iverson convened the Board for its regular session and Boy Scouts Troop 8 lead the Pledge to the Flag.

CONSENT AGENDA

Jean Moulton moved that the consent agenda be approved as presented. Kari Lohr seconded. Five votes yes. Motion carried.

FINANCIAL REPORT

The Business Manager presented a financial report of receipts, disbursements, and cash balances for the month of July, 2024 as listed below:

Receipts: Taxes, $246,263.17; Tuition, $39,274.84; County Sources, $53,105.15; State Aid, $1,399,209.00; Other State Sources; $900.00; Federal Sources, $930,149.41; Sales, $244,240.28; Interest on Investment, $54,944.29; Misc., $254,772.36; Sales Tax, $10,896.46.

Expenditures: Verified Claims & Expenditures, $6,136,441.59; Salaries, $3,775,778.89.

Cash Balances, July 31, 2024: General Fund $8,716,012.37; Capital Outlay, $7,023,836.40; Special Education, $2,544,134.01; Lake Area Technical College, $3,913,822.69; K-12 Nutrition Services, $244,512.89; LATC Bookstore Services, $1,141,912.91; LATC Nutrition Services, $309,468.27; LATC Day Care Center, $364,616.20; Concessions, $31,031.20; Drivers Education, $9,743.80; Pre-School Services, $23,190.59.

Custodial Funds: Clubs and Scholarships – Receipts, $8,720.10; Expenditures, $24,388.47; Balance, $342,274.73.

Special Revenue/Internal Service Funds: LATC Financial Aid – Receipts, $15,585.55; Expenditures, $15,630.55; Balance, $9,758.20. Employee Benefit Trust – Receipts, $524,934.35; Expenditures, $679,937.68; Balance, $3,382,499.07.

LATC DISCUSSION ITEM

Educare Update – Cam Corey, LATC Vice President, presented on the before and after school program addition to Educare's service structure. The cost is $135.00 per month for after school care and $155.00 per month for before and after school care, which also includes early dismissals. The program will cap at 40 students.

ACTION 25016

Tiffany Sanderson, LATC President, presented the following resignations for Board approval. Kari Lohr moved that the resignations received from Scott Hansen, Diesel Technology Instructor, and Darcy Green, AEL Instructor, be approved as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25017

Tiffany Sanderson, LATC President, presented the following contract recommendations/ addendums and asked for their approval.

LATC CONTRACT RECOMMENDATIONS/ADDENDUMS:
Joseph Rethke – Heavy Equipment Operator & CDL Instructor - $73,921.00
Blake Wilkinson – Auto Body & Paint Technology Instructor - $56,874.00
Dylan Ruotsalainen – Information Technology Technician II – prorated to $42,226.38
Chad Stahl – Dakota Dreams Stipend - $600.00
Tristin Westhoff – Diesel Technology Instructor (ThinkBIG) – $71,849.00
Michelle Moore – Natural Resources Management/Conservation Officer Instructor - $66,161.00
Emily Olson – Dental Assisting/Dental Hygiene Instructor - $72,366.00
Brad Ausborn – Aviation Maintenance/Pilot Maintenance Lab Instructor - $66,702.00
Elizabeth Clobes – Student Success and Career Services Coordinator – prorated to $46,563.64
Brock Stevens – Professional Pilot Instructor - $70,756.00
Hannah Kuno – Campus Life Director - $67,000.00

Adjunct Instructor
Greg Klein – PLT Student Flight Instruction, $43.50/hr – as needed hours, PLT Student Ground Instruction, $24.40/hr – as needed hours, Fleet Management, $15.00/hr – as needed hours
Mike Thu – EO Instructor – 1-day max @ $404.08 - $404.08
Anna Fuhrman – Natural Resources Management Curriculum Development – 160 hours max @ $25.00/hr - $4,000.00
Louis LaSart – Move and set up equipment in new shop – 10 days max @ $407.74/day - $4,077.40
Kerry Stager – Online Course Refresher Workshop – 2 days max @ $200.00/day - $400.00
Mike Thu – Move and set up equipment in new shop – 10 days max @ $404.08/day - $4,040.80
Tony Wiegman – Aircraft Maintenance - $35.00/hr, as needed hours

Corporate Education
Chris Noeldner – Industry Safety Courses - $250.00/3-hour course - up to 6 courses, $300.00/4-hour course – up to 10 courses, $400.00/6-hour course – up to 3 courses, $700.00/10-hour course – up to 3 courses
Alissa Iverson – Sim Lab Instructor - $300.00 per single 4-hour session, up to 3 single sessions - $550.00 per double 4-hour sessions, up to 3 double sessions

Roshal Rossman moved that the contract recommendations/addendums be approved as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25018

Tiffany Sanderson, LATC President, requested Board authorization to directly purchase airplanes as no bids were received. Jean Moulton moved the approval to directly purchase up to three (3) single-engine airplanes and one (1) multi-engine airplane, not to exceed $400,000.00 total, as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25019

Tiffany Sanderson, LATC President, presented for Board the authority to purchase adult patient nursing simulators for the Nursing program. Jean Moulton moved the approval to purchase adult patient nursing simulators from Laerdal Medical, which is a Sourcewell vendor, at an estimated cost of $90,633.00, as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25020

Tiffany Sanderson, LATC President, presented for Board the authority to purchase a skid steer loader for the Heavy Equipment Operator program. Jean Moulton moved the approval to purchase a skid steer loader from Eastside Equipment, which is a Sourcewell vendor, at an estimated cost of $75,947.40, as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25021

Tiffany Sanderson, LATC President, requested Board authorization to bid a vertical machining center for the Precision Machining program. Jean Moulton moved the approval to bid a vertical machining center, not to exceed $140,000.00, as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25022

Tiffany Sanderson, LATC President, presented for Board approval the authority to bid equipment for items exceeding the bid threshold in fiscal year 2025. Jean Moulton moved the approval to bid equipment as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25023

Tiffany Sanderson, LATC President, presented for Board consideration the Lease Agreement with Capital City Campus (CCC) in Pierre for the Nursing program office space. Jean Moulton moved the approval of the Agreement as presented. Kari Lohr seconded. Five votes yes. Motion carried.

K-12 DISCUSSION ITEMS

Northeast Technical High School Board Report – Superintendent Dr. Jeff Danielsen noted that the full NTHS Board met on July 17th and will meet on August 21st at 5:45 p.m. The Superintendents will meet after school begins.

First Reading of Policies – Superintendent Dr. Jeff Danielsen presented for its first reading Policy ACAA – Sexual Harassment and Policy IJNDC – Technology Acceptable Use Policy.

Summer Curriculum Update – Tricia Walker, K-12 Instructional Design Coordinator, presented an update on the curriculum studies from the summer of 2024.

ACTION 25024

Jean Moulton moved the approval of the verified claims and salaries for the month of July, 2024 as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25025

Derek Barrios, Assistant Superintendent, presented the following resignations for Board approval. Kari Lohr moved that the resignations received from Michelle Mack, Middle School Paraprofessional, and Britney Auen, Middle School Part-Time Custodian, be approved as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25026

Derek Barrios, Assistant Superintendent, presented the following contract recommendations/ addendums and asked for their approval.

K-12 CONTRACT RECOMMENDATIONS/ADDENDUMS:
Jessica Jans – Web Content Creator $2,500.00, High School – $66,749.00
Steve Samson Biete – Custodian, High School - $2,920.00/month
Traci Bass – Special Education Instructor, High School - $49,500.00
Erin Fowkes – Lane change from MA to MA+32, $3,580.00 – $82,166.00
Denise Swenson – Lane change from MA to MA+16, $1,690.00 – $67,354.00
Megan Rice – Nurse Training – 2.5 hours @ $25.00/hr - $62.50
Jennifer Nuttall – Food Service, Middle School – 4 hours/day @ $15.60/hr
Anna Solum – Web Content Creator, Mellette, $1,500.00 – $53,802.00
Abby Godfrey – Increase 1 hour for bus supervision - $16.62/hr
Jamie Halajian – Increase 15 min for morning supervision - $17.19/hr
Malory Hoffmann – IEP Training – 7 hours @ $25.00/hr - $175.00
Allison Foster – Dueck Work – 7 hours @ $25.00/hr - $175.00
Amanda Ries – New Teacher Academy – up to 40 hours @ $25.00/hr - $1,000.00
Tracy Voss – Library Paraprofessional, Intermediate School – 7.5 hours @ $15.60/hr
Annabelle Brenden – Classroom Paraprofessional, Lincoln – 7.5 hours @ $15.60/hr
Breanna Helkenn – Classroom Paraprofessional, Lincoln – 7.5 hours @ $15.60/hr
Julie Wolfe – In School Suspension Paraprofessional, High School – 7.5 hours @ $15.60/hr
Alexander Hanson – K-12 Computer Tech, High School - $43,200.00
Zachary Toben – Noon Duty, $2,095.00 – $59,973.00
Timberly Lunde – Web Content Creator, McKinley - $1,500.00
Connie Hanson – Web Content Creator, $1,500.00, Lincoln – $70,077.00
Scholastica Turner – Classroom Paraprofessional, Middle School – 7.5 hours @ $16.90/hr
Cassandra Heiser – Special Education Paraprofessional, Mellette – 7 hours @ $16.44/hr
Lacey Sell – Classroom Paraprofessional, Intermediate School – 7.5 hours @ $15.60/hr
Alexis Gudmundson – Web Content Creator, Middle School - $2,000.00
Sarah Kantrud – Web Content Creator $2,000.00, Intermediate School – $58,919.00
Traci Bass – Curriculum Partner – 3 hours @ $25.00/hr - $75.00
Malory Hoffmann – IEP Training – 7 hours @ $25.00/hr - $175.00
Kahlab Rose – Removal of HS Club $1,485.00, Lane change from BA to BA+16 $1,290.00 – $55,833.00
Cheryl Honomichl – Addition of Middle School Declam $1,881.00 – $64,633.00
Ellisyn Noeldner – Special Education Paraprofessional, Lincoln – 7.5 hours/day @ $15.60/hr
Joscelyn Theisen – Classroom Paraprofessional, Lincoln – 7.5 hours/day @ $15.60/hr
Tanner Chilson – SIOP Training – 7 hours @ $25.00/hr - $175.00

Shelly Osthus – Online Course Delivery – 1 course @ $250.00/course - $250.00
Jennifer Welch – Lane change from BA to BA+16 $1,290.00 – $59,716.00
Katelyn Howard – Mandt Refresher Training – 4 hours @ $25.00/hr - $100.00

Illustrative Math – 7 hours @ $25.00/hr - $175.00

Michelle Wells	Cara Davies	Tanya Maag
Jennifer Brist	Stacey Meyer	Jenny Berg
Twyla Warkenthien	Sheila Schroeder	Susan Kobat

IEP Training – 7 hours @ $25.00/hr - $175.00

Amanda Ries	Brenda Teske	Autumn Culhane

Kari Lohr moved the approval of the contract recommendations/addendums as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25027

Derek Barrios, Assistant Superintendent, presented for Board approval three (3) stipend requests. Roshal Rossman moved the approval of the stipend requests received from Jennifer Welch for eight (8) credits at $55.00 per credit, Kahlab Rose for six (6) credits, and Garrett Buchanan for six (6) credits both at $108.00 per credit, as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25028

Heidi Clausen, Business Manager, presented for Board consideration the Park and Recreation Facility Agreement. Jean Moulton moved the approval of the Agreement as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25029

Heidi Clausen, Business Manager, presented for Board consideration a Surplus Property Resolution declaring property surplus.

RESOLUTION

WHEREAS, the Watertown School District declares the following District vehicles no longer necessary, useful, or suitable for the purpose of which it was acquired,

AND WHEREAS, the following buses are to be disposed of,

Bus 72	VIN 4DRBUAAPXAB208791
Bus 91	VIN 4DRBUAAP1AB208792
Bus 93	VIN 1T88S4E2591113446
Bus 96	VIN 1HVBGAAN41A913029

BE IT RESOLVED, that the Business Manager of the Watertown School District be authorized to surplus of the listed buses as allowed by state statute.

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Presiding Officer

Business Manager

Jean Moulton moved the approval of the Surplus Property Resolution as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25030

Heidi Clausen, Business Manager, provided for Board consideration change order #1 for the Athletic Complex Phase II. Jean Moulton moved the approval of change order #1 consisting of three (3) modifications in the deduct amount of $68,484.80, as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25031

Heidi Clausen, Business Manager, presented for Board consideration the proposals received from Collier Securities in relation to providing Underwriting Services for the issuing of Capital Outlay Certificates in support of Phase II of the Athletic Complex. Jean Moulton moved that the District accept the proposal as received from Collier Securities. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25032

Superintendent Dr. Jeff Danielsen presented for Board consideration the 2024-25 Consolidated Application as required for Title funding through the State. Jean Moulton moved the approval of the 2024-25 Consolidated Application, as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25033

Superintendent Dr. Jeff Danielsen presented for its second reading and approval Policy GBEB – Code of Ethics. Kari Lohr moved that Policy GBEB – Code of Ethics be approved as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25034

Superintendent Dr. Jeff Danielsen presented for its second reading and approval Policy JICI – Dangerous Weapons. Roshal Rossman moved that Policy JICI – Dangerous Weapons be approved as presented. Kari Lohr seconded. Five votes yes. Motion carried.

ACTION 25035

Superintendent Dr. Jeff Danielsen presented a proposal in relation to the annual Arrow Pride Card fundraising activity for the 2024-25 school year. Kari Lohr moved the approval of the fundraising activity, as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25036

Kari Lohr moved the approval of the open enrollment requests involving three (3) students as presented. Roshal Rossman seconded. Five votes yes. Motion carried.

ACTION 25037

Roshal Rossman moved the approval of the student assignment request pursuant to SDCL 13-28-10 involving one (1) student as presented. Kari Lohr seconded. Five votes yes. Motion carried.

COMMUNICATIONS

Superintendent Dr. Jeff Danielsen shared with the School Board the Pre-Service Agendas. Dr. Jeff Danielsen noted that the new teacher luncheon will be held on Tuesday, August 13th at 12:00 p.m. at the Country Road Barn. Dr. Danielsen thanked the Watertown Chamber for their continued support of this luncheon. It was also noted that August 19th would be outlined as conference style open houses at the schools for parents to attend. The first day of school is Thursday, August 22nd.

WATERTOWN SCHOOL DISTRICT
BULK FUEL QUOTES

July 16, 2024

Company Name	Regular Fuel with Ethanol Price Per Gallon
Sioux Valley Coop	$3.106
Moe Oil Company	No Bid

Sioux Valley Coop provided the lowest price per gallon at $3.106 for Regular Fuel with Ethanol.

ADJOURNMENT

Jean Moulton moved that the Watertown School Board adjourn its regular meeting at 7:04 p.m. Roshal Rossman seconded. Five votes yes. Motion carried.

By: Heidi Clausen, Business Manager

_______________________________ Board Chairman

_______________________________ Business Manager

2.5. Receive Financial Reports for August, 2024

WATERTOWN SCHOOL DISTRICT 14-4
NOTES – FINANCIAL REPORT
August 31, 2024

GENERAL FUND

The revenue, totaling $2,089,761 consists of a small amount of tax proceeds, State Aid, and Federal dollars. The Federal dollars in the amount of $637,677 are associated with expenditures that occurred in fiscal year 2024. The expenditures, totaling $3,507,835 exceeded the revenue during the month as typical. This fund's ending cash position of $7,297,938 reflects a slight decrease when compared to the prior year.

CAPITAL OUTLAY

The revenue consists of the typical August property taxes in the amount of $30,342. The expenditures significantly exceeded the revenue this month, as typical. Expenditures included $251,469 in payments towards busses, $262,752 in construction in progress of Athletic Complex and several payments relating to summer projects. This fund's ending cash position of $4,901,975 is above that of the previous year and is expected to decrease as we work through construction in progress of the Athletic Complex.

SPECIAL EDUCATION

The revenue includes a small amount of tax proceeds, the monthly State Aid payment and Federal revenue. The Federal revenue in the amount of $398,533 was in the form of 611-619 funds for the costs that occurred in the 2024 fiscal year. This fund's ending cash position of $2,787,823 reflects improvement over the prior years.

LAKE AREA TECH

The revenue includes just over $3.5M relating to student tuition and fees. A contribution of $3M was received from the Foundation, relating to construction in progress of the Archway, bringing the total revenue to $6,921,687 for the month. Expenditures totaled $3.2M and included $375,500 towards FY25 insurance costs and $560,600 in construction in progress of the Archway. The ending cash position of $7,596,496 is above that of the previous year.

FINANCIAL AID

The activity in the area of student Financial Aid continues to be very high due to the enrollment at LATC. This month's activity was in excess of $5,500,000.

EMPLOYEE BENEFIT TRUST

The premiums in the amount of $500,050 were exceeded by the claims and administrative costs, totaling $915,553 for the month. The ending cash position of $2,966,996 reflects a steady decline. Premiums will increase with September payroll to assist in off-setting increased claim costs.

K-12 NUTRITION

Activity has increased in this fund with the startup of school. The ending cash balance in this fund was reported at $303,474 and is below that of the previous year.

ARENA CONCESSION

Limited activity.

LATC BOOK STORE

Strong sales occurred at the beginning of the first semester for the 2024-25 school year. The expenditures include the replenishing of inventory and the purchasing of large items such as tools and computers. This fund's ending cash position of $740,926 is below that of the previous year and is due to fluctuating inventory to sales.

LATC FOOD SERVICE

Sales and expenditures are typical for this time of year with increased activity anticipated in the upcoming months. The ending cash position of $310,845 in this fund shows improvement over the previous years.

LATC EDUCARE

The revenue, totaling $44,618 was reported over expenditures for the month. The ending cash position of $368,696 is above that of the previous year.

DRIVERS EDUCATION

Limited activity.

PRE-SCHOOL SERVICES

Limited activity. Activity will pick up in the upcoming months with the startup of the preschool tuition program.

CUSTODIAL FUNDS

Routine.

WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

		GENERAL FUND	CAPITAL OUTLAY	SPECIAL EDUCATION	LAKE AREA TECH	FINANCIAL AID
BEGINNING BALANCE:		$8,716,012.37	$7,023,836.40	$2,544,134.01	$3,913,822.69	$9,758.20
RECEIPTS:						
TAXES		$176,506.02	$30,342.53	$20,476.07		
TUITION					$2,043,101.12	
COUNTY REVENUE		$40,469.53				
STATE AID		$1,154,722.00		$244,413.00		
OTHER STATE REV.					$228,696.84	
FEDERAL REVENUE		$637,677.16		$398,533.00	$162,124.24	$3,733,955.50
SALES					$2,632.35	
INTEREST		$20,581.71			$9,241.97	
OTHER REVENUE		$59,805.32			$1,475,140.79	$1,829,964.50
SALES TAX					$750.28	
CONTRIBUTIONS					$3,000,000.00	
TRANSFER IN						
TOTAL INCOME		$2,089,761.74	$30,342.53	$663,422.07	$6,921,687.59	$5,563,920.00
DISBURSEMENTS:						
EXPENDITURES		$1,684,427.57	$2,152,203.74	$18,239.50	$1,755,358.20	$5,514,975.38
PAYROLL		$1,823,407.61		$401,493.36	$1,483,655.38	
RECLASSIFY EXPENSE						
TRANSFER OUT						
VOIDED CHECK						($2,308.00)
TOTAL DISBURSEMENT		$3,507,835.18	$2,152,203.74	$419,732.86	$3,239,013.58	$5,512,667.38
BALANCE:	**8/31/2024**	**$7,297,938.93**	**$4,901,975.19**	**$2,787,823.22**	**$7,596,496.70**	**$61,010.82**
	8/31/2023	$7,684,529.47	$3,343,846.26	$1,662,309.35	$7,426,872.25	$108,823.94
	8/31/2022	$7,409,114.02	$8,753,508.62	$1,272,962.78	$8,319,251.71	$238,416.95

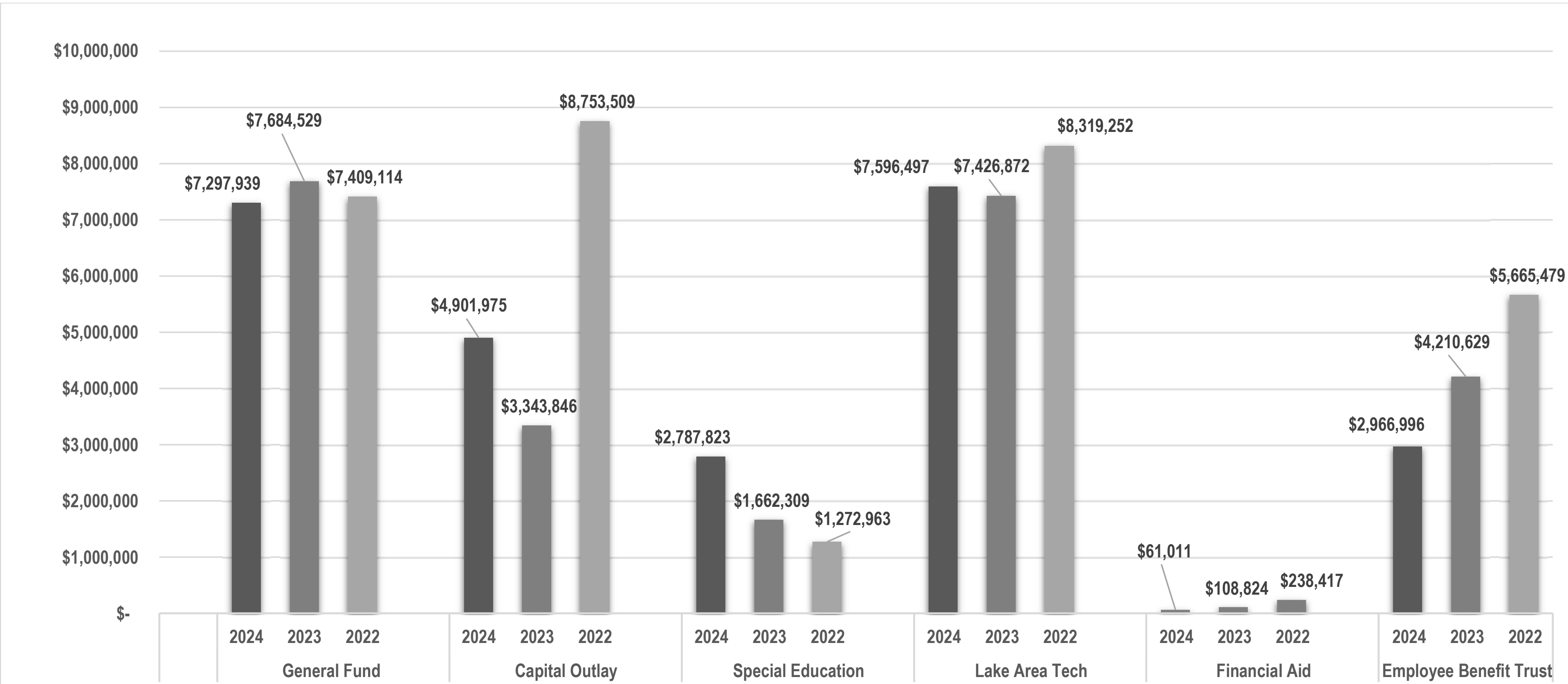
WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

		EMPLOYEE BENEFIT TRUST	K-12 NUTRITION	ARENA CONCESSION	LATC BOOK STORE	LATC FOOD SERVICE	LATC EDUCARE
BEGINNING BALANCE:		$3,382,499.07	$244,512.89	$31,031.20	$1,141,912.91	$309,468.27	$364,616.20
RECEIPTS:							
TAXES							
TUITION							
COUNTY APPOR.							
STATE AID							
OTHER STATE REV.							
FEDERAL REVENUE							$2,442.47
SALES			$69,140.08		$534,628.12	$20,941.79	$42,176.27
INTEREST		$5,313.08					
OTHER REVENUE		$494,737.42	$8,418.32		$11,357.42		
SALES TAX					$32,569.47	$658.79	
TRANSFER IN							
TOTAL INCOME		$500,050.50	$77,558.40	$0.00	$578,555.01	$21,600.58	$44,618.74
DISBURSEMENTS:							
EXPENDITURES		$915,553.51	$3,547.41	$360.00	$964,338.30	$10,535.80	$1,950.10
PAYROLL			$15,049.04	$1,337.44	$15,203.52	$9,687.26	$38,588.09
RECLASSIFY EXPENSE							
TRANSFER OUT							
VOID CHECK							
TOTAL DISBURSEMENT		$915,553.51	$18,596.45	$1,697.44	$979,541.82	$20,223.06	$40,538.19
BALANCE:	**8/31/2024**	**$2,966,996.06**	**$303,474.84**	**$29,333.76**	**$740,926.10**	**$310,845.79**	**$368,696.75**
	8/31/2023	$4,210,629.35	$639,681.60	$33,206.97	$1,079,763.49	$293,523.82	$274,378.04
	8/31/2022	$5,665,478.54	$1,095,001.56	$34,734.60	$1,343,028.66	$260,504.88	$307,206.16

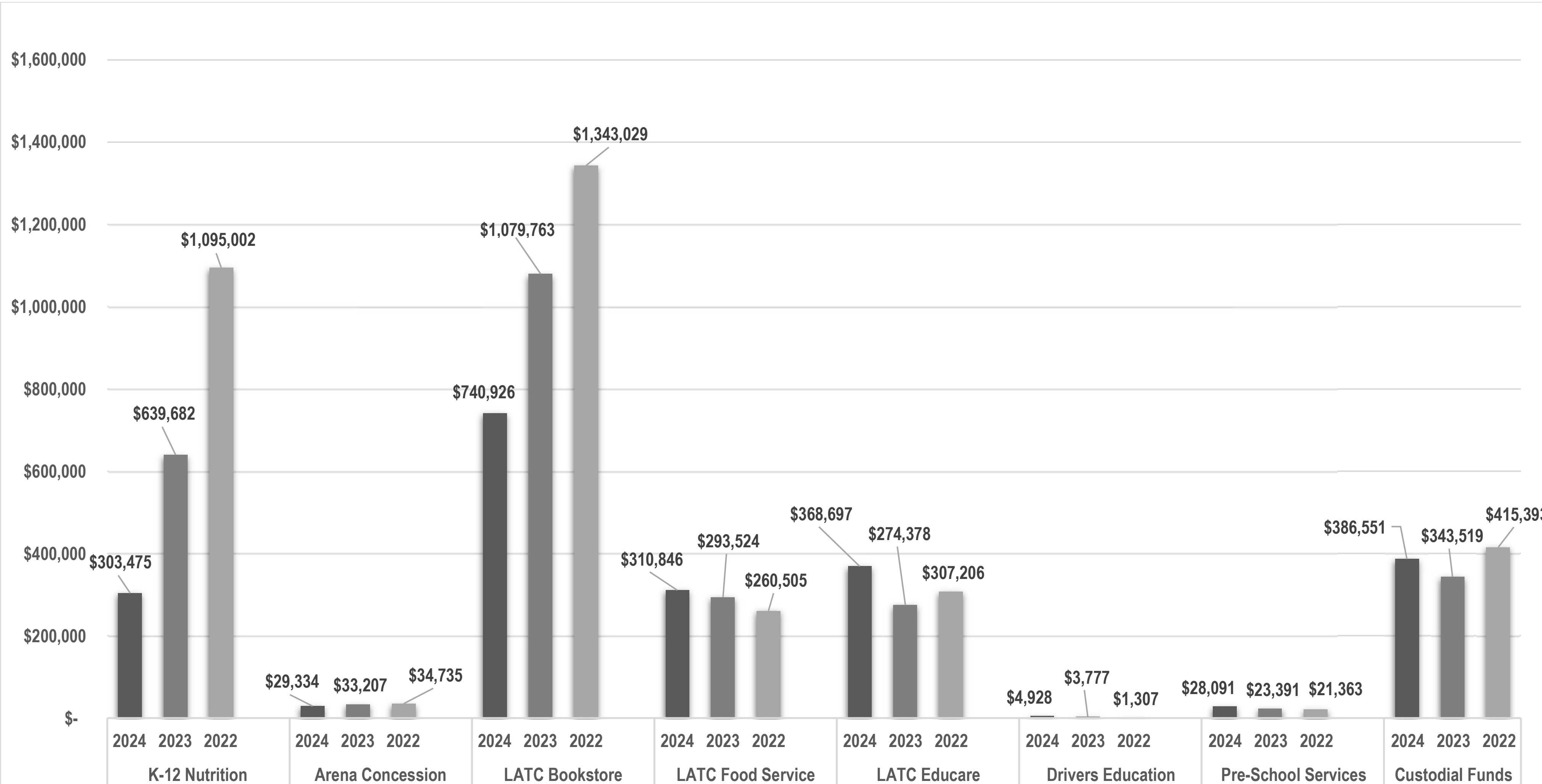
WATERTOWN SCHOOL DISTRICT 14-4
STATEMENT - RECEIPTS, DISBURSEMENTS & BALANCES

		DRIVERS EDUCATION	PRE-SCHOOL SERVICES	CUSTODIAL FUNDS
BEGINNING BALANCE:		$9,743.80	$23,190.59	$342,274.73
RECEIPTS:				
TAXES				
TUITION			$4,900.00	
COUNTY APPOR.				
STATE AID				
OTHER STATE REV.				
FEDERAL REVENUE				
SALES				
INTEREST				
OTHER REVENUE				$87,484.65
TRANSFER IN				
TOTAL INCOME		$0.00	$4,900.00	$87,484.65
DISBURSEMENTS:				
EXPENDITURES		$4,815.50		$43,208.30
PAYROLL				
RECLASSIFY EXPENSE				
TRANSFER OUT				
VOID CHECK				
TOTAL DISBURSEMENT		$4,815.50	$0.00	$43,208.30
BALANCE:	**8/31/2024**	**$4,928.30**	**$28,090.59**	**$386,551.08**
	8/31/2023	$3,777.19	$23,390.59	$343,518.91
	8/31/2022	$1,307.01	$21,363.21	$415,392.69

August 2024 Treasurer's Report



August 2024 Treasurer's Report



Fund: 10 GENERAL FUND

ARROWWOOD RESORT & CONFERENCE CENTER AT CEDAR SHORE	LODGING - D BARRIOS		236.17
BARRIOS, DEREK	REIMB MLGE		832.43
BRIGGS, BECCA	REIMB MEALS - NASHVILLE		280.00
DANIELSEN, DR JEFF	REIMB MLGE		389.07
DIAZ, KIM	REIMB MLGE		79.58
HATTON, EMILY	REIMB MEALS - NASHVILLE CONF		280.00
KNOPF, SHANNON	REIMB MEALS - NASHVILLE		280.00
KRUSE, TIMOTHY	REIMB MEALS MISC - NASHVILLE CONF		550.09
NEALE, TAMARA	REIMB MLGE		323.57
ROSSMAN, ROSHAL	REIMB MLGE - ASBSD CONF		138.86
SASD	EVENT REG - J DANIELSEN		200.00
SHERATON	LODGING - J DANIELSEN		284.00
WARD, ANDRINE	REIMB MEALS - NASHVILLE		280.00
		Fund 10 Total:	**4,153.77**

Fund: 22 SPECIAL EDUCATION

BOLLINGER, JENNIFER	REIMB MEALS - NASHVILLE		280.00
		Fund 22 Total:	**280.00**

Fund: 23 LATC POST SECONDARY EDUCATION

ALLEN, ANGELA	REIMB MTS LODGING MEALS		1,531.60
ARROWWOOD RESORT & CONFERENCE CENTER AT CEDAR SHORE	MTS LODGING/BANQUET RM RENT		963.94
FISCHER, BRADLEY	REIMB MTS LODGING MEALS		2,106.21
GIERE, STUART	REIMB MTS LODGING MEALS		958.43
HOLDEN, ALLYSON	REIMB MEALS		147.46
JOHNSON, KYLIE	REIMB AIRFARE MEALS		262.00
KAKACEK, MICHELLE	REIMB MTS MLG LODGING MEALS		808.50
LARSON, ANGELA	REIMB AIRFARE MEALS MISC		298.00
MAAG, RACHAEL	REIMB AIRFARE MEALS MISC		369.26
MENKE, PETE	REIMB MTS MLGE MEALS		1,167.27
MY PLACE HOTEL - FORT PIERRE, SD	LODGING - DARREL GROHS		654.00
PAULSON, KATIE	REIMB MLGE		244.77
ROHDE, TAMMY	REIMB MTS MEALS		26.00
ROHLFS, LANDON	REIMB LODGING MEALS FUEL		400.26
SCHMITZ, MEGAN	REIMB MLGE		251.52
SHELTON, DARREN	REIMB MEALS		54.00
SILVA, ALEXANDRIA	REIMB MEALS		128.00
STEFFENSEN, CARLA	REIMB MLGE		294.75
THIEX, TRAVIS	REIMB MTS MLGE		1,038.50
		Fund 23 Total:	**11,704.47**

Fund: 51 FOOD SERVICE FUND

ARROWWOOD RESORT & CONFERENCE CENTER AT CEDAR SHORE	LODGING - T TURBIS		1,449.56
BACH, CAITLIN	REIMB MEALS		100.00
MAAG, KATHY D	REIMB MEALS - SNA CONF		80.00
MACK, JUDY	REIMB MEALS		80.00
PAULSON, JEANNE	REIMB MEALS - SNA CONF		100.00
TURBES, TEYA	REIMB MEALS - SNA CONF		80.00
		Fund 51 Total:	**1,889.56**

TOTAL: **18,027.80**

Fund: 10 GENERAL FUND

BEUTOW, ROBYN	AFTER SCHOOL TUTORING	500.00
DANIELSEN, DR JEFF	REIMB LIFE INS	373.98
DCI-DIVISION OF CRIMINAL INVES	BACKGROUND CKS	562.25
ELABO	MBRSHP DUES - H CLAUSEN E SOVELL	120.00
ENDRES, BILL	REIMB MEALS	31.06
FEMRITE, ROSEMARY	REIMB MEALS	58.28
FREED, BRANDON	CHEER CHOREOGRAPHY	2,400.00
HAIGHT, GARY	REIMB MEALS	31.78
HERR, RICK	REIMB MEALS	37.49
KAPPENMAN, KRAIG	REIMB MEALS	120.53
LEITHEISER, MICHELLE	REIMB TR SUP	26.28
MOELLER, BART	REIMB MEAL	21.10
SD HIGH SCHOOL BASKETBALL HALL OF FAME	WTN BOOSTER CLUB DONATION	100.00
SDASBO	CONF REG - H. CLAUSEN E. SOVELL	250.00
VOCU, LAURA	REIMB MEALS	49.84
	Fund 10 Total:	**4,682.59**

Fund: 23 LATC POST SECONDARY EDUCATION

ALLEN, ANGELA	REIMB MTS TNL SUP	178.07
DCI-DIVISION OF CRIMINAL INVES	BACKGROUND CKS	346.00
GIERE, STUART	REIMB MTS PHONE FUEL SUPPLIES	343.92
ROHDE, TAMMY	REIMB MTS PHONE	150.00
THIEX, TRAVIS	MTS PHONE REIMB	350.00
	Fund 23 Total:	**1,367.99**

Fund: 51 FOOD SERVICE FUND

JURGENS PRINTING	POSTERS	31.12
MEIDINGER, MELISSA	REFUND TYBO JAC LUNCH	338.20
MEYER, DANIELLE	REFUND LENORE LUNCH	19.90
PEARSON, HEATHER	REFUND NATALIE LUNCH	66.20
SOLHEIM, WENDY	REFUND COLIN LUNCH	70.05
STEINBERG, CHRISTINA	REFUND JEROD LUNCH	19.30
	Fund 51 Total:	**544.77**

TOTAL: **6,595.35**

Activity Fund Balance Report - Summary - Exclude Encumbrances

08/2024 - 08/2024

Excluding Zeros; Beginning Month 08/2024; Processing Month 08/2024; Accounts to Include Accounts with Activity;
Fund Number 71

Fund: 71 CUSTODIAL FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
71 704 805	FUND BALANCE/ATHLETIC CLEARING	24,748.44	8,009.50	21,723.06	0.00	38,462.00
71 704 809	FUND BALANCE/BISCO	23,739.35	0.00	0.00	0.00	23,739.35
71 704 820	FUND BALANCE/MS SCHOOL STORE	4,064.38	0.00	0.00	0.00	4,064.38
71 704 822	FUND BALANCE/CLASS PROM	6,543.10	42.85	0.00	0.00	6,500.25
71 704 824	FUND BALANCE/CLEARING ACCT	708.75	8,343.35	7,634.60	0.00	0.00
71 704 825	FUND BALANCE/DEBIT CARD	44,411.10	0.00	16,954.51	0.00	61,365.61
71 704 831	FUND BALANCE/DD MILLER/KARING KAPERS	8,202.39	0.00	0.00	0.00	8,202.39
71 704 837	FUND BALANCE/D.IMAGINATION	2,187.29	0.00	0.00	0.00	2,187.29
71 704 844	FUND BALANCE/INTERMEDIATE SCHOOL	6,175.44	0.00	0.00	0.00	6,175.44
71 704 850	FUND BALANCE/JEFFERSON SCHOOL	760.71	34.32	58.80	0.00	785.19
71 704 851	FUND BALANCE/KEY CLUB	4,766.78	0.00	0.00	0.00	4,766.78
71 704 854	FUND BALANCE/LATC FEE FUND	35,917.09	5,108.47	24,229.13	0.00	55,037.75
71 704 856	FUND BALANCE/LINCOLN SCHOOL	3,407.00	0.00	0.00	0.00	3,407.00
71 704 860	FUND BALANCE/MCKINLEY SCHOOL	1,777.95	0.00	0.00	0.00	1,777.95
71 704 862	FUND BALANCE/MELLETTE SCHOOL	443.71	0.00	0.00	0.00	443.71
71 704 865	FUND BALANCE/MID SCHL STAFF	925.42	0.00	0.00	0.00	925.42
71 704 867	FUND BALANCE/MID SCHOOL GENL	5,056.45	0.00	0.00	0.00	5,056.45
71 704 869	FUND BALANCE/NATIVE AMERICAN CLUB	1,352.14	0.00	0.00	0.00	1,352.14
71 704 870	FUND BALANCE/NATIONAL FORENSIC	29,170.48	0.00	0.00	0.00	29,170.48
71 704 871	FUND BALANCE/NATL HONOR SOC	1,068.75	0.00	0.00	0.00	1,068.75
71 704 872	FUND BALANCE/NEEDY STUDENT	28,872.91	129.99	15.56	0.00	28,758.48
71 704 876	FUND BALANCE/ROOSEVELT SCHOOL	301.76	0.00	0.00	0.00	301.76
71 704 877	FUND BALANCE/ROBOTICS	9,069.92	0.00	0.00	0.00	9,069.92
71 704 881	FUND BALANCE/SR HIGH STAFF	2,850.33	0.00	664.80	0.00	3,515.13
71 704 882	FUND BALANCE/SR HIGH GENERAL	6,138.58	3,453.40	2,860.00	0.00	5,545.18
71 704 883	FUND BALANCE/SR HIGH ORCHESTRA	2,611.47	0.00	0.00	0.00	2,611.47
71 704 884	FUND BALANCE/SR HIGH V MUSIC	1,721.71	0.00	0.00	0.00	1,721.71
71 704 886	FUND BALANCE/STATE TOURNEY	5,583.89	0.00	0.00	0.00	5,583.89
71 704 887	FUND BALANCE/STUDENT COUNCIL	7,586.80	0.00	6,879.19	0.00	14,465.99
71 704 891	FUND BALANCE/TUCKS	9,772.75	0.00	0.00	0.00	9,772.75
71 704 900	FUND BALANCE/SKILLSUSA	17,760.36	15,913.02	5,240.00	0.00	7,087.34
71 704 902	FUND BALANCE/FBLA	8,350.57	1,743.04	1,000.00	0.00	7,607.53
71 704 912	FUND BALANCE/ARROW ED FOUND	36,164.28	142.68	0.00	0.00	36,021.60
	Fund Total: 71	342,212.05	42,920.62	87,259.65	0.00	386,551.08

WATERTOWN SCHOOL DISTRICT
PERSONNEL REPORT - LATC
September 2024

RESIGNATIONS
Sheila Gainor – Talent and Campus Experience Coordinator

CONTRACT RECOMMENDATIONS/ ADDENDUM
Derek Dillon – Adult Education and Literacy (AEL) Instructor – prorated to $35,775.00 due to start date
Dustin Wilkens – Assistant Director of Information Technology – prorated to $68,003.91 due to start date
April Simon – Admissions Representative – prorated to $33,090.75 due to start date
Sara Menzia – Child Care Worker I – up to 30 hours/week @ $15/hour
Kadin Gregerson – Custodian - $2,920/month
Alexandria Conley – Administrative Assistant, Financial Aid - $2,825/month
Emily Campbell – Administrative Assistant, Admissions and Marketing - $2,825/month
Matthew Steiner – Campus Life Director – prorated to $45,999.75 due to start date
Mark Iverson – Dakota Dreams Stipend – 1-day max @ $300/day - $300.00
Mark Iverson – Move and set up equipment in new shop – 10 days max @ $398.96/day - $3,989.60
Brooks Jacobsen – Move and set up equipment in new shop – 10 days max @ $490.30/day - $4,906.00
Chad Amundson – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Brad Ausborn – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Jennifer Davis – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Ryan Fischer – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Eric Fjeldheim – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Andy Flisrand – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Anna Fuhrman – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Michelle Moore – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Emily Olson – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Andrea Opitz – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Austin Page – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Joseph Rethke – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Claire Schmidt – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Stacey Vande Zande – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Wyatt Voelsch – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Cole Wegner – New Faculty Academy – 5 days max @ $250/day - $1,250.00
Tristin Westhoff – New Faculty Academy – 5 days @ $250/day - $1,250.00
Blake Wilkinson – New Faculty Academy – 5 days @ $250/day - $1,250.00
Todd Bretschneider – New Faculty Academy – 1 day @ $300/day - $300.00
Marc Cloutier – New Faculty Academy – 1 day @ $300/day - $300.00
Steve Henningsgaard – New Faculty Academy – 1 day @ $300/day - $300.00
Erin Meland – New Faculty Academy – 1 day @ $300/day - $300.00
Tom Mulholland – New Faculty Academy – 1 day @ $300/day - $300.00
Corey Mushitz – New Faculty Academy – 1 day @ $300/day - $300.00
Nicole Pahl – New Faculty Academy – 1 day @ $300/day - $300.00
Tyler Rumpa – New Faculty Academy – 1 day @ $300/day - $300.00
Amber Schleusner – New Faculty Academy – 1 day @ $300/day - $300.00
Chad Stahl – New Faculty Academy – 1 day @ $300/day - $300.00
Melissa Van Gilder – New Faculty Academy – 1 day @ $300/day - $300.00
Sherray Hurlbert – New Faculty Academy – 1 day @ $300/day - $300.00
Lindsey Struwe – Online Course Refresher Workshop – 2 days max @ $200/day - $400.00
Michael Modahl – Online Course Refresher Workshop – 2 days max @ $200/day - $400.00
Erin Meland – Online Course Refresher Workshop – 2 days @ $200/day - $400.00
Michael Mack – Online Course Refresher Workshop – 2 days @ $200/day - $400.00
Louis LaSart – Online Course Refresher Workshop – 2 days @ $200/day - $400.00
Rob Grewe – Online Course Refresher Workshop – 2 days @ $200/day - $400.00

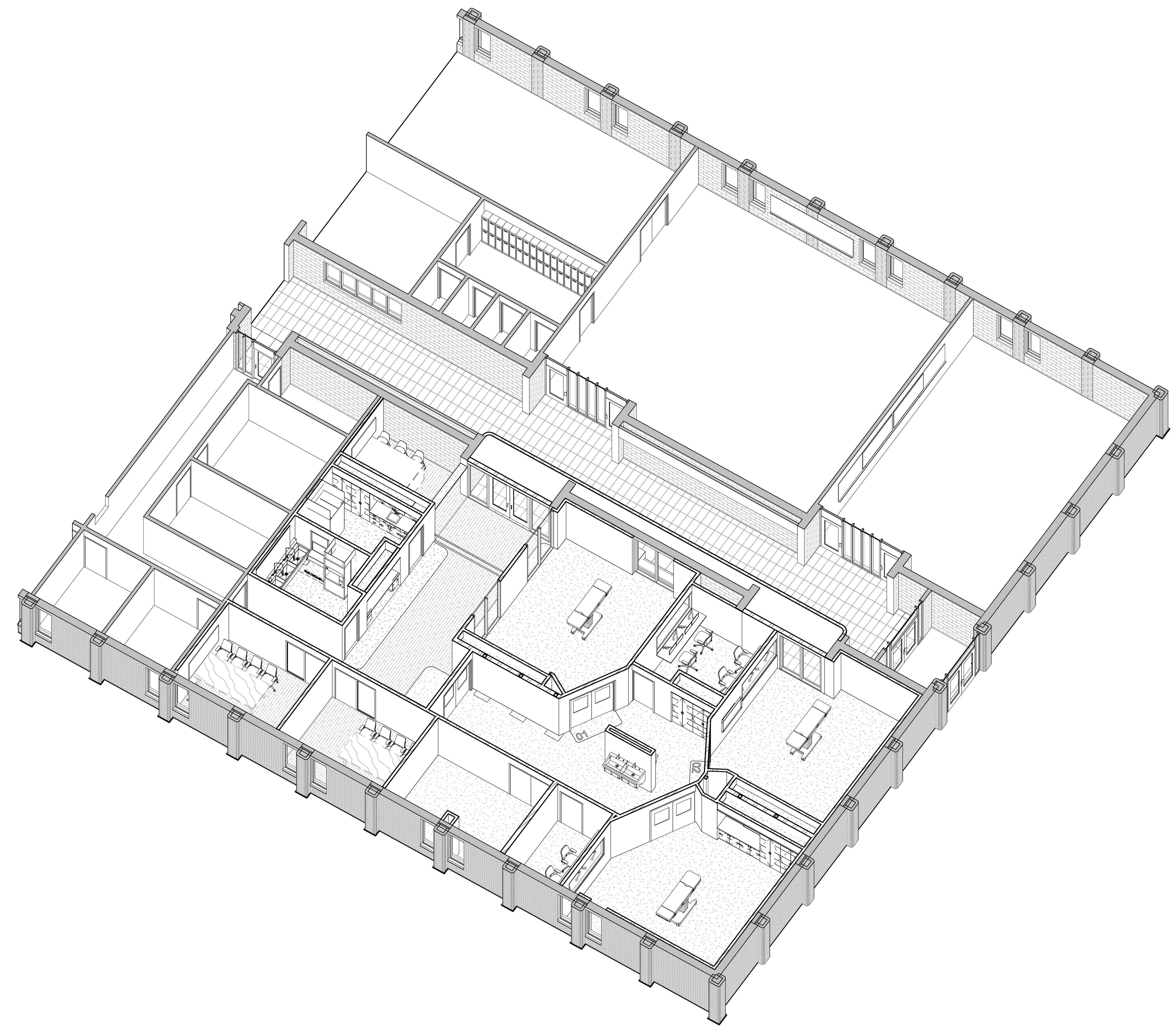
Gina Grant – Online Course Refresher Workshop – 1 day @ $200/day - $200.00
Anna Fuhrman – Online Course Refresher Workshop – 2 days @ $200/day - $400.00
Amanda Culhane – Online Course Refresher Workshop – 2 days @ $200/day - $400.00

Adjunct Instructor
Jamon Harberts – Hourly Law Enforcement Accreditation Manager – 260 hours @ $30.66/hour - $7,971.60
Ryan Nelson – Aircraft Maintenance - $35/hour, as needed hours
Derek Axelsen – Med/Fire Rescue Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Dalton Axelsen – Med/Fire Rescue Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Alexander DeFea – Med/Fire Rescue Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Tyler Gorrell – Med/Fire Rescue Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Isaiah Hall – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Jeffrey Hauck – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Adam Heinrich – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Carli Hoffman – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Kyle Holienbeck – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Derek Landeen – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Nathan Murphy – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Jon Ruby – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Tanner Sittig – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Dylan Traufler – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Blake Wirtjes – Med/Fire Lab Assistant/CPR Instructor - $29.53/hour, as needed hours
Darrel Grohs – Precision Machining Instructor at Mike Durfee State Prison – 76 days @ $270.27/day - $20,540.52
Brody Hanson – PLT Student Flight Instruction, $43.50/hour, as needed hours – PLT Student Ground Instruction, $24.40/hour, as needed hours – Fleet Management, $15/hour, as needed hours
Tyler Kingery – PLT Student Flight Instruction $53.50/hour, as needed hours – PLT Student Ground Instruction, $24.40/hour, as needed hours – Fleet Management, $15/hour, as needed hours
Jason Ohlde – PLT Student Flight Instruction, $43.50/hour, as needed hours – PLT Student Ground Instruction, $24.40/hour, as needed hours – Fleet Management, $15/hour, as needed hours
Levi Jackan – Blood Bank Sim Lab and Microbiology Sim Lab – 4 credits @ $1,100/credit - $4,400.00
Jackie Lage – Cosmetology Lab Aide – 400 hours max @ $20.44/hour - $8,176.00
Wyatt Zachrison – Aircraft Maintenance – 275 hours max @ $35/hour - $9,625.00
Christopher Noeldner – HEO Lab Assistant – 400 hours max @ $29.53/hour - $11,812.00
Jerry Kastein – LE Lab Aide – 60 hours max @ $29.53/hour - $1,771.80
Allison Larson – OTA Lab Aide – 260 hours max @ $20.44/hour+3.5 credits @ $1,100 - $9,164.40
Erin Stover Electronics/Robotics Hourly Lab Aide – 40 hours max @ $29.53/hour - $1,181.20
Shawna Shelton – CSS100 – 0.5 credits @ $1,100/credit - $550.00

Part-Time Temporary
Adison Longbrake – Child Care Worker I – up to 30 hours/week @ $15/hour

Corporate Education
Tyler Gorrell – CPR Training - $200 per 4-hour class, $125 per 2-hour class, $300 per 4-hour class outside of Watertown
Blake Wirtjes – CPR Training - $200 per 4-hour class, $125 per 2-hour class, $300 per 4-hour class outside of Watertown

REQUEST FOR STIPEND REIMBURSEMENT
Kory Hall – 3 credits @ $108/credit
Nathan Albertson – 6 credits @ $108/credit
Jenna Jewell – 6 credits @ $108/credit



SURGICAL TECHNOLOGY

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LAKE AREA TECHNICAL COLLEGE


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SURGICAL TECHNOLOGY
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LAKE AREA TECHNICAL COLLEGE

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Heavy Equipment Training Simulator
August 28, 2024

BIDDER NAME	BID AMOUNT	MEETS SPEC	NOTES
CM Lab Simulations Inc.	$118,556.25	Yes	

Bid Recommendation: Lake Area Tech recommends accepting the sole bid from CM Lab Simulations Inc. to purchase one (1) Heavy Equipment Training Simulator at the bid price of $118,556.25. The Heavy Equipment Training Simulator is funded through the FY25 Perkins Equipment Grant and budgeted at $120,000. The bid meets all specifications.

Bids Opened by: Cam Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.

LAKE AREA TECHNICAL COLLEGE

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Neonatal & Obstetric Patient Simulators
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
GAUMARD SCIENTIFIC COMPANY, INC.	Neonatal Patient Simulator – Victoria S2200	$58,597.00	Yes	
GAUMARD SCIENTIFIC COMPANY, INC.	Obstetric Patient Simulator – Super Tory S2220	$106,957.00	Yes	
GAUMARD SCIENTIFIC COMPANY, INC.	Neonatal & Obstetric High Fidelity Option – Noelle S575	$80,824.00	No	Additional option not specified
LAERDAL MEDICAL CO	Neonatal Patient Simulator - SimNewB	$26,010.75	No	Advanced features not included
LAERDAL MEDICAL CO	Obstetric Patient Simulator - MamaAnne	$60,782.38	No	Advanced features not included

Bid Recommendation: Lake Area Tech recommends accepting the bid from Gaumard Scientific Company, Inc., to purchase one (1) Neonatal Patient Simulator at the bid price of $58,597.00 and one (1) Obstetric Patient Simulator at the bid price of $106,957.00. The Nursing Simulators are funded through the FY25 Perkins Equipment Grant and budgeted at $165,194.00. The bids meet all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.

LAKE AREA TECHNICAL COLLEGE

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Surgical Lights
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT /EACH	MEETS SPEC	NOTES
STRYKER COMMUNICATIONS	Type 1-SLX 628 (TC EQ LFP)	$60,713.30	Yes	
STRYKER COMMUNICATIONS	Type 2-SLX 628 (LFP 2)	$58,713.30	Yes	
SOUTHWEST MEDICAL EQUIPMENT, INC.	Type 1-XLDS-S22	$29,875.00	No	Does not integrate with specified boom system
SOUTHWEST MEDICAL EQUIPMENT, INC.	Type 2-XLDS-S2	$14,935.00	No	Does not integrate with specified boom system

Bid Recommendation: Lake Area Tech recommends accepting the bid from Stryker Communications to purchase two (2) Type 1 surgical lights at the bid price of $60,713.30 each and two (2) Type 2 surgical lights at the bid price of $58,713.30 each. The total purchase price is $238,853.20. The Surgical Lights are funded through the State of South Dakota and budgeted at $150,000. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.

LAKE AREA TECHNICAL COLLEGE

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Surgical Boom
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
STRYKER COMMUNICATIONS	Stryker Connected OR Lite Integration System (COR Lite)	$119,426.61/system	Yes	

Bid Recommendation: Lake Area Tech recommends accepting the bid from Stryker communications to purchase three (3) Surgical Boom Systems at the base bid price of $119,426.61/system. The purchase totals $358,279.83. The Surgical Booms are funded through the GOED Equipment Grant and budgeted at $259,128. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.

LAKE AREA TECHNICAL COLLEGE

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Vertical Milling Machine
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
PRODUCTIVITY INC	Haas VF-1 CNC Vertical Machining Center	$131,187.20	Yes	

Bid Recommendation: Lake Area Tech recommends accepting the sole bid from Productivity Inc. to purchase one (1) Vertical Milling Machine at the bid price of $131,187.20. The Vertical Milling Machine is funded through the LATC Foundation and budgeted at $140,000. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.

LAKE AREA TECHNICAL COLLEGE

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Wire Electrical Discharge Machine (EDM)
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
PRODUCTIVITY INC	Makino UX3 CNC Wire EDM	$139,359.00	Yes	
MC MACHINERY SYSTEMS	Mitsubishi MV1200-S Wire EDM	$140,000.00	No	Advanced features not included

Bid Recommendation: Lake Area Tech recommends accepting the low bid from Productivity, Inc. to purchase one (1) Wire Electrical Discharge Machine (EDM) at the bid price of $139,359.00. The Wire Electrical Discharge Machine is funded through the GOED Equipment Grant and budgeted at $140,000. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.

LAKE AREA TECHNICAL COLLEGE

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Semi Tractor (Used)
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
PETERSON MOTORS	2015 Kenworth T680	$74,000	Yes	$13,000 offered on potential trade-in not included in bid specs
HARLOW'S SALES	2019 Kenworth T680	$67,500	Yes	

Bid Recommendation: In ensure a fair process, Lake Area Tech recommends rejecting both bids due to miscommunication regarding potential trade-in options. The semi tractor will be re-bid on or before October 2. The Semi Tractor is funded through the GOED Equipment Grant and budgeted at $75,000.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.

WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Fire Truck (Used)
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
NO BIDS RECEIVED				

Bid Recommendation: No bids were received at the August 28 bid opening. LATC requests the Watertown School Board authorize Lake Area Tech to directly purchase up to one (1) fire truck for use by LATC's Med-Fire Rescue program. The equipment is funded through the State of South Dakota and budgeted at $216,500 total.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Troy Breitag, Med-Fire Rescue Department Supervisor/Instructor; Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales

4.2.5. Consider Equipment Lease Agreements

TRANSOURCE TRUCK & EQUIPMENT

SALES ● RENTAL ● SERVICE ● PARTS

SIOUX FALLS	RAPID CITY	ABERDEEN
901 E 60th St N	1810 Deadwood Ave	38490 Hwy 12
Sioux Falls, SD 57104	Rapid City, SD 57702	Aberdeen, SD 57401
(605) 336-2000	(605) 342-5694	(605) 229-0237

RENTAL CONTRACT

Customer #	
Contract #	
Date:	08/23/24

LESSEE

Name:	Lake Area Technical College	Phone:	(605) 882-5284
Address:	230 11th St NE		
City / State / Zip	Watertown SD57201		

DESTINATION ("Site")

Job:	College Class
City/County:	Codington
State:	South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):	BASIC TERMS				RENT PER ITEM / MAXIMUM HOURS**			
Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (**including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof**, the following items (each, a "Rented Item"):	Scheduled Rental Term		Equipment Value *** (for buyout or insurance)		Daily	Weekly	4-Wk	Excess Rate per Hour
	Begin	End			8 HR	40 HR	160 HR	
SD15033 2018 Volvo PT125 S/N 327081	8/26/24	6/30/25	50,000.00				$1,000.00	
No Tax								
Customer Is Responsible For Any Damage								
Return Full Of Fuel & Def For No Extra Charge								
Return Clean For No Extra Charge								

			Total Miles
CUSTOMER or THIRD PARTY PICKUP		Transource DELIVERY/PICKUP at $2.75 ~~per one way mile~~	

EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY, LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD, BROOM WEAR WILL BE CHARGED AT $150.00 PER INCH

Hours Out		Hours In	
Damage Waiver Bought		Waiver Declined	

ESTIMATED RENTAL		
FREIGHT		
CLEANUP, FUEL & BROOM CHARGES		
SALES TAX % IF APPLICABLE:	0.0%	
ESTIMATED TOTAL		$0.00

All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.

Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty.

TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC.

BY:

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (**including the Reverse Side or Page 2, and all separate Instructions and Addenda**), has received complete and legible copies of each, and hereby **PERSONALLY GUARANTEES** the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.

LESSEE (Signature): [signature] 8-21-24

Authorized Representative — Date

Name (Printed): Cam Corey Vice President

Lessee's Insurance Provider Required:

Company	
Agent	
Phone	
Address	

OPTION TO PURCHASE: ☐ **Initials of TTE *If* an Option to Purchase has been granted.*****

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, *and* the "Option to Purchase" box has been initialed by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract "set forth on the reverse side or Page 2 hereof (Including without limitation, Section 16), **Lessee shall have the option to purchase such Rented Items(s) for the "Agreed Value"** set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, **Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, *and not for personal, family or household use*.**

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

***If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initialed by an authorized representative of TTE), then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration or termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 5); "Site" means the "Destination" set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.

(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to *and accepted by* TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a *single-shift* basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree: (a) to pay TTE: (i) the "Deposit" specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of TTE.

(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to TTE on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to dTTo so, you will pay TTE: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses we may incur in connection with your failure to do so. (5) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (***including applicable EPA Tier 4 regulations***); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (**call 811 or 800-781-7474 at least 2 full business days in advance**); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.

(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE**. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).

(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. **You may not transfer, sublease or assign any Item or this Contract without the prior written consent of TTE**. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee and agree that such assignee shall not be responsible for, any pre-existing obligations or liabilities of TTE.

(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS,** AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE **ONLY FOR THEIR INTENDED PURPOSE(S)**, AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such Item is used safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any Item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW, TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, **YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) **RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TTE** AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE.

(12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of $2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than $2,000,000 per occurrence, for any and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13

(13) If and *only if,* you have purchased the **OPTIONAL** DAMAGE WAIVER (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding $5,000 *in the aggregate (for all covered Items)*. You may decline Damage Waiver if you provide the deposit specified on Page 1. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "*Act of God*" (*e.g.*, any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder**. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.

(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); *provided that* you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such Items solely for business purposes, *and not for any personal, family or household use*. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**." All such sales will be subject to the terms of this Contract, *mutatis mutandis (modified as appropriate)*. All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)."

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs etiaw*. Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but *also* to *all other items* you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A-8, *et seq*. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

TRANSOURCE TRUCK & EQUIPMENT

SALES ● RENTAL ● SERVICE ● PARTS

SIOUX FALLS	RAPID CITY	ABERDEEN
901 E 60th St N	1810 Deadwood Ave	38490 Hwy 12
Sioux Falls, SD 57104	Rapid City, SD 57702	Aberdeen, SD 57401
(605) 336-2000	(605) 342-5694	(605) 229-0237

RENTAL CONTRACT

Customer #	
Contract #	
Date:	08/23/24

LESSEE

Name:	Lake Area Technical College	Phone:	(605) 882-5284
Address:	230 11th St NE		
City / State / Zip	Watertown SD57201		

DESTINATION ("Site")

Job:	College Class
City/County:	Codington
State:	South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):	BASIC TERMS				RENT PER ITEM / MAXIMUM HOURS**			
Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (**including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof**, the following items (each, a "Rented Item"):	Scheduled Rental Term Begin	Scheduled Rental Term End	Equipment Value *** (for buyout or insurance)		Daily 8 HR	Weekly 40 HR	4-Wk 160 HR	Excess Rate per Hour
SD1196 2023 Volvo ECR88D S/N 219104 With GP Bucket	8/26/24	6/30/25	$127,000				$1,000.00	
No Tax								
Customer Is Responsible For Any Damage								
Return Full Of Fuel & Def For No Extra Charge								
Return Clean For No Extra Charge								

CUSTOMER or THIRD PARTY PICKUP		Transource DELIVERY/PICKUP at $2.75 per one way mile	Total Miles:

EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY, LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD, BROOM WEAR WILL BE CHARGED AT $150.00 PER INCH

Hours Out		Hours In	
Damage Waiver Bought		Waiver Declined	

ESTIMATED RENTAL		
FREIGHT		
CLEANUP, FUEL & BROOM CHARGES		
SALES TAX % IF APPLICABLE:	0.0%	
ESTIMATED TOTAL		$0.00

All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.

Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty.

TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC.

BY:

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (**including the Reverse Side or Page 2, and all separate Instructions and Addenda**), has received complete and legible copies of each, and hereby **PERSONALLY GUARANTEES** the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.

LESSEE (Signature): [signature] 8-22-24

Authorized Representative — Date

Name (Printed): Cam Corey Vice President

OPTION TO PURCHASE: ☐ **Initials of TTE *If* an Option to Purchase has been granted.*****

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, *and* the "Option to Purchase" box has been initialed by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract "set forth on the reverse side or Page 2 hereof (Including without limitation, Section 16), **Lessee shall have the option to purchase such Rented Items(s) for the "Agreed Value"** set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, **Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, *and not for personal, family or household use*.**

Lessee's Insurance Provider Required:

Company	
Agent	
Phone	
Address	

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

***If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initialed by an authorized representative of TTE), then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration or termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 5); "Site" means the "Destination" set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.
(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to *and accepted by* TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a *single-shift* basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree: (a) to pay TTE: (i) the "Deposit" specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of TTE.
(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).
(4) You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to TTE on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to dTTo so, you will pay TTE: (a) Rent for each succeeding full rental period until all Rented Items(s) have been returned or replaced as required; and (b) any and all costs and expenses we may incur in connection with your failure to do so. (5) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith ***(including applicable EPA Tier 4 regulations)***; (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (**call 811 or 800-781-7474 at least 2 full business days in advance**); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.
(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE**. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).
(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. **You may not transfer, sublease or assign any Item or this Contract without the prior written consent of TTE**. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee and agree that such assignee shall not be responsible for, any pre-existing obligations or liabilities of TTE.
(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS,** AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE **ONLY FOR THEIR INTENDED PURPOSE(S)**, AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.
(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such Item is used safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any Item without our prior consent (in our sole discretion).
(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW, TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, **YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) **RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TTE** AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE.
(12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of $2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than $2,000,000 per occurrence, for any and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13
(13) If and *only if*, you have purchased the **OPTIONAL** DAMAGE WAIVER (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance, (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding $5,000 *in the aggregate (for all covered Items)*. You may decline Damage Waiver if you provide the deposit specified on Page 1. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.
(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.
(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "*Act of God*" (*e.g.*, any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder**. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.
(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); *provided that* you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such Items solely for business purposes, *and not for any personal, family or household use*. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**." All such sales will be subject to the terms of this Contract, *mutatis mutandis (modified as appropriate)*. All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)."
(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs etiaw.* Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but *also* to *all other items* you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.
(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**
Refer to South Dakota Codified Laws, § 22-30A-8, *et seq*. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

TRANSOURCE TRUCK & EQUIPMENT

SALES • RENTAL • SERVICE • PARTS

SIOUX FALLS	RAPID CITY	ABERDEEN
901 E 60th St N	1810 Deadwood Ave	38490 Hwy 12
Sioux Falls, SD 57104	Rapid City, SD 57702	Aberdeen, SD 57401
(605) 336-2000	(605) 342-5694	(605) 229-0237

RENTAL CONTRACT

Customer #	
Contract #	
Date:	08/23/24

LESSEE

Name:	Lake Area Technical College	Phone:	(605) 882-5284
Address:	230 11th St NE		
City / State / Zip	Watertown SD57201		

DESTINATION ("Site")

Job:	College Class
City/County:	Codington
State:	South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):	BASIC TERMS			RENT PER ITEM / MAXIMUM HOURS**			
Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof, the following items (each, a "Rented Item"):	Scheduled Rental Term Begin	Scheduled Rental Term End	Equipment Value *** (for buyout or insurance)	Daily 8 HR	Weekly 40 HR	4-Wk 160 HR	Excess Rate per Hour
SD1205 2023 Volvo ECR145EL S/N 316660 With GP Bucket SD15344	8/26/24	6/30/25	$190,000			$1,000.00	
No Tax							
Customer Is Responsible For Any Damage							
Return Full Of Fuel & Def For No Extra Charge							
Return Clean For No Extra Charge							

		Total Miles	ESTIMATED RENTAL	
CUSTOMER or THIRD PARTY PICKUP		Transource DELIVERY/PICKUP at $2.75 per one way mile	FREIGHT	
EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY, LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD, BROOM WEAR WILL BE CHARGED AT $150.00 PER INCH			CLEANUP, FUEL & BROOM CHARGES	
Hours Out		Hours In	SALES TAX % IF APPLICABLE: 0.0%	
Damage Waiver Bought		Waiver Declined		
All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.			ESTIMATED TOTAL	$0.00

Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty.

TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC.

BY:

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (**including the Reverse Side or Page 2, and all separate Instructions and Addenda**), has received complete and legible copies of each, and hereby **PERSONALLY GUARANTEES** the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.

LESSEE (Signature): [signature] 8-22-24

Authorized Representative — Date

Name (Printed): Vice President Cam Carey

OPTION TO PURCHASE: ☐ **Initials of TTE *If* an Option to Purchase has been granted.*****

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, *and* the "Option to Purchase" box has been initialed by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract "set forth on the reverse side or Page 2 hereof (Including without limitation, Section 16), **Lessee shall have the option to purchase such Rented Items(s) for the "Agreed Value"** set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, **Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, *and not for personal, family or household use*.**

Lessee's Insurance Provider Required:

Company	
Agent	
Phone	
Address	

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

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(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. **You may not transfer, sublease or assign any Item or this Contract without the prior written consent of TTE**. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee and agree that such assignee shall not be responsible for, any pre-existing obligations or liabilities of TTE.

(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS,** AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE **ONLY FOR THEIR INTENDED PURPOSE(S)**, AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such Item is used safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any Item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW, TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, **YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) **RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TTE** AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE.

(12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of $2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than $2,000,000 per occurrence, for any and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13

(13) If and *only if*, you have purchased the **OPTIONAL** DAMAGE WAIVER (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding $5,000 *in the aggregate (for all covered Items)*. You may decline Damage Waiver if you provide the deposit specified on Page 1. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "*Act of God*" (*e.g.*, any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder**. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.

(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); *provided that* you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such Items solely for business purposes, *and not for any personal, family or household use*. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**." All such sales will be subject to the terms of this Contract, *mutatis mutandis (modified as appropriate)*. All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)."

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs etiaw*. Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but *also* to *all other Items* you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A-8, *et seq*. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

TRANSOURCE TRUCK & EQUIPMENT

SALES ● RENTAL ● SERVICE ● PARTS

SIOUX FALLS	RAPID CITY	ABERDEEN
901 E 60th St N	1810 Deadwood Ave	38490 Hwy 12
Sioux Falls, SD 57104	Rapid City, SD 57702	Aberdeen, SD 57401
(605) 336-2000	(605) 342-5694	(605) 229-0237

RENTAL CONTRACT

Customer #	
Contract #	
Date:	08/30/24

LESSEE

Name:	Lake Area Technical College
Phone:	(605) 882-5284
Address:	230 11th ST NE
City / State / Zip	Watertown SD 57201

DESTINATION ("Site")

Job:	Construction Class
City/County:	Codington
State:	South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):	BASIC TERMS			RENT PER ITEM / MAXIMUM HOURS**			
Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (**including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof**, the following items (each, a "Rented Item"):	Scheduled Rental Term		Equipment Value *** (for buyout or insurance)	Daily	Weekly	4-Wk	Excess Rate per Hour
	Begin	End		8 HR	40 HR	160 HR	
22-24-01 2024 Volvo CE PT125C S/N 327451 Deliver ASAP to Watertown	9/11/24	6/30/25	$110,000			$1,000.00	
No Tax							
Customer is responsible for any damage							
Return Full Of Fuel & Def For No Extra Charge Return Clean For No Extra Charge							

			Total Miles	ESTIMATED RENTAL	
CUSTOMER or THIRD PARTY PICKUP		Transource DELIVERY/PICKUP at $2.75 per one way mile		FREIGHT	
EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY, LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD, BROOM WEAR WILL BE CHARGED AT $150.00 PER INCH				CLEANUP, FUEL & BROOM CHARGES	
Hours Out		Hours In		SALES TAX % IF APPLICABLE:	
Damage Waiver Bought		Waiver Declined			
All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.				ESTIMATED TOTAL	$0.00

Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty.

TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC.

BY:

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (**including the Reverse Side or Page 2, and all separate Instructions and Addenda**), has received complete and legible copies of each, and hereby **PERSONALLY GUARANTEES** the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.

LESSEE (Signature): [signature] 8/3/24

Authorized Representative — Date

Name (Printed): Cam Corey Vice President

Lessee's Insurance Provider Required:

Company	
Agent	
Phone	
Address	

OPTION TO PURCHASE: ☐ **Initials of TTE *If* an Option to Purchase has been granted.*****

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, *and* the "Option to Purchase" box has been initialed by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract "set forth on the reverse side or Page 2 hereof (Including without limitation, Section 16), **Lessee shall have the option to purchase such Rented Items(s) for the "Agreed Value"** set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, **Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, *and not for personal, family or household use*.**

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

***If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initialed by an authorized representative of TTE), then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration or termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 5); "Site" means the "Destination" set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.

(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to *and accepted by* TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a *single-shift* basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree: (a) to pay TTE: (i) the "Deposit" specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of TTE.

(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to TTE on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to dTTo so, you will pay TTE: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses we may incur in connection with your failure to do so. (5) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (***including applicable EPA Tier 4 regulations***); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (**call 811 or 800-781-7474 at least 2 full business days in advance**); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.

(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE**. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).

(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. **You may not transfer, sublease or assign any Item or this Contract without the prior written consent of TTE**. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee and agree that such assignee shall not be responsible for, any pre-existing obligations or liabilities of TTE.

(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS,** AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE **ONLY FOR THEIR INTENDED PURPOSE(S)**, AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such Item is used safely and only: (a) **for its intended purpose(s)**; (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any Item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "**AS-IS**". EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW, TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

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(12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of $2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than $2,000,000 per occurrence, for any and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13

(13) If and *only if*, you have purchased the **OPTIONAL** DAMAGE WAIVER (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding $5,000 *in the aggregate (for all covered Items)*. You may decline Damage Waiver if you provide the deposit specified on Page 1. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "*Act of God*" (*e.g.*, any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder**. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.

(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); *provided that* you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such Items solely for business purposes, *and not for any personal, family or household use*. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**." All such sales will be subject to the terms of this Contract, *mutatis mutandis (modified as appropriate)*. All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)."

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs etiaw.* Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but *also* to *all other items* you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A-8, *et seq.* for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

DAKOTA IRON

6500 W. 12th St

Sioux Falls SD

605-261-6046

ESTIMATE FOR:

Lake Area Tech

1201 Arrow Ave NE Watertown SD 57021

Steve Henningsgaard

605-956-0957

PROPOSAL FOR 3 MONTHS OF RENTAL FOR DD100 Develon Dozer

$4800 per month

Lake Area Tech to pick unit up from Dakota Iron Equipment in Sioux Falls SD.

Thanks for Choosing Dakota Iron Equipment!

RENTAL AGREEMENT

COMPANY: Dakota Iron Equipment

Address: 6500 W. 12th St, Sioux Falls, SD 57107

START DATE: 8-26-2024

— 3 Month Rental

END DATE: 11-26-2024

SERIAL/VIN #: DW6CDZACHP1010255

MAKE/MODEL: Develon DD100

STOCK: Yes - Sioux Falls - DD100

EQUIPMENT VALUE: $190,000

RENTAL FEE (Amount charging us): $4800

RENTAL FEE (Normal Monthly Rate): $5250 Saving $450 per month.

8-23-2024

SIGNATURE DATE

8-23-24

TITAN MACHINERY

AG RENTAL AGREEMENT

Store Location Watertown

LESSOR HEREBY RENTS THE EQUIPMENT LISTED BELOW TO LESSEE PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS

Lessee: (Exact Legal Name) Watertown School district (LATC)	
Type of Business (Circle One) Individual ☐ Partnership ☐ Corporation ☐ LLC ☐	
Address: 200 9th ST NE	
City: Watertown	County: Codington
State: SD	Zip Code: 57201-2863
Phone: 605-882-6335	Cell: 605-956-0957 (Steve)
Social Security No./Taxpayer ID No.	
Freight Carrier:	

	Rate	Total
☐ DAY		$
☑ PER HOUR	$20	$
☐ PER ACRE		$
☐ OTHER		$
FREIGHT		$
PHYSICAL DAMAGE INSURANCE		$
SUB-TOTAL		$
SALES TAX (_____%)		$
TOTAL		$

- Excess hours will be billed at the pro-rated base rate it is being rented for.
- Transportation to and from dealership, charges for special requirements and non-standard requests are in addition to rental rates

The following is the location, job and project number where the equipment will be located or used.

LOCATION: Watertown, SD	**RENTAL PERIOD:**

RENTAL EQUIPMENT ("EQUIPMENT")

TAG	MAKE	MODEL	DESCRIPTION	SERIAL #
E00587846	CaseIH	380CVT	Tractor	JJAMK380TRRK02302
ATTACHMENTS:				
Please insure for a value of $650,000.00				

	DATE	HOURS	INSPECTION/DAMAGE	CUSTOMER TAKES POSSESSION (CITY, STATE)
UNIT OUT	8/26/24	15	new unit no damage	Watertown, SD
UNIT IN				

For all equipment rentals before leaving a Titan facility, customers are required to either: (i) provide proof of acceptable Physical Damage Insurance coverage; or (ii) purchase a Loss Damage Waiver (LDW). LDW covers most causes of loss or damage, including: collision, overturns, theft, vandalism, fire, flood, wind, hail, and earthquake. LDW does not cover loss or damage caused by: exceeding rated load capacity, misuse, abuse, mysterious disappearance, mechanical breakdown, improper maintenance, wear and tear, and ingestion of foreign objects.

_______ Initial *(LDW 15% of Rental Charge)*	**YES**, I will purchase the Loss Damage Waiver. I understand that I am responsible for the first $1,000 or the first 35% of the Equipment's value if the value is less than $1,000, per occurrence for eligible loss or damage to the Equipment.	_______ Initial	**NO**, I decline to purchase the Loss Damage Waiver and will provide proof of acceptable Insurance coverage.

CUSTOMER RESPONSIBILITIES:

1. Insurance. During the rental period, Customer shall maintain the minimum insurance coverage set forth in paragraph 6 of the back side hereof which includes the requirement that Customer carry liability insurance of not less than $1,000,000 per occurrence for personal injury and $500,000 for property damage. Such policies shall name Titan as an additional insured (including an additional insured endorsement) and loss payee. Customer assumes all risks associated with the Equipment during the rental period, including injury and damage to persons and property. Any loss not covered by insurance will be paid by Customer, and Customer authorizes Titan to charge its credit card or account, as applicable. Customer agrees not to dispute charges to its credit card for uninsured losses/damages.

2. Use of Equipment; Maintenance.

- Customer shall only use the Equipment in accordance with paragraph 2 (Permitted Use) on the back side hereof.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions (owner's operating manual), or if Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Titan immediately.
- Customer shall, at its expense, insure proper maintenance in accordance with the terms and conditions as set forth in paragraph 15 on the back side hereof.

3. Overage Hours. Overage hours (i.e., hours of use in excess of the enumerated one shift maximum hours) will be billed at a prorated rate equal to the rental rate divided by the maximum hours for the rental period.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE WHICH CUSTOMER HAS HAD THE OPPORTUNITY TO READ PRIOR TO SIGNING.

Customer ________________ Signature　　　　Titan Machinery

Print Name Tiffany Sanderson Date 8.23.24 Approved By ________________ Date ________

1st Copy: Accounting　　2nd Copy: Customer　　3rd Copy: Retain

ADDITIONAL TERMS AND CONDITIONS

1. **TERMS.** All of the terms herein are incorporated into this and all future contracts between Titan Machinery and Customer. Any contract terms referred to in Customer's purchase order or other Customer document shall be void. **"Customer"** is identified on the front side hereof and includes any of its representatives, agents, officers or employees and anyone signing this Contract on its behalf. **"Equipment"** is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories thereto and all future Equipment rented. **"Site Address"** is the location that Customer represents the Equipment will be located during the rental period and is identified on the front side hereof. **"Store"** is the Titan Machinery store location identified on the front side hereof. **"Titan"** or **"Titan Machinery"** is Titan Machinery Inc. and its affiliated companies, their respective officers, directors, employees and agents. The Equipment is and shall remain the personal property of Titan Machinery and shall not be affixed to any other property.

2. **PERMITTED USE.** Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment or Customer may authorize Titan Machinery to leave the Equipment at the Site Address without requirement of written receipt; (c) Customer shall immediately notify Titan Machinery if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Titan Machinery all information needed or requested regarding the operation of the Equipment; (e) Titan Machinery is not responsible for providing operator training (Customer being responsible to obtain all training that Customer desires prior to use of the Equipment); (f) only authorized individuals shall use and operate the Equipment (**"authorized individuals"** being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State, and local laws, permits and licenses, including but not limited to, OSHA and MSHA; and (h) the Equipment shall be kept in a secure location.

3. **PROHIBITED USE; LOCATION.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) use the Equipment in a negligent or unauthorized manner; or (d) allow the use of the Equipment by an unauthorized or unqualified individual. Customer acknowledges that the Equipment may be dangerous if used improperly or by untrained parties.

The Equipment will be operated and stored only at the Site Address. At all times, Customer will advise Titan of the exact location of the Equipment. Titan may enter any premises under Customer's control to inspect the Equipment and may remove it if in Titan's opinion it is being abused or used beyond its capacity.

4. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. "Incident"** means any fine, citation, theft, accident, casualty, loss, injury, death, or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall (a) immediately notify Titan Machinery, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Titan Machinery or its agents investigate; (c) immediately submit to Titan Machinery copies of all police and third party reports; and (d) pay Titan Machinery, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced, plus the full cost of repairs of damaged equipment or the replacement cost of lost or totaled equipment. Titan Machinery shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

5. **INDEMNIFICATION.** Customer shall indemnify and hold harmless Titan Machinery, its agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, for all damages or injury to all persons, whether employees or otherwise, and to all property (including the Equipment), arising out of, resulting from, or in any manner connected with, the use or possession of the Equipment by Customer, its agents, subcontractors, or employees (collectively the "Loss"), provided that the Loss is caused in whole or in part by any negligent act or omission of Customer, its agents, subcontractors, or employees. Customer's indemnification obligation shall not apply to a Loss caused solely by the negligent acts or omissions of a party indemnified hereunder. Customer agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the risks allocated under this paragraph; provided that the Customer's inability or failure to secure such insurance does not alter its indemnification obligations hereunder.

6. **INSURANCE.** During the Rental Period, Customer shall maintain the following minimum insurance coverage: (a) general liability insurance of not less than (i) \$1,000,000 per occurrence for personal injury; (ii) \$500,000 for property damage; (b) physical damage insurance covering loss/damage to the Equipment in an amount equal to the replacement costs; (c) workers' compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a hired and non-owned vehicle liability coverage and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used or transported on any roadway. The insurance shall include coverage for Customer's contractual liabilities herein. The insurance shall not exclude boom damage or boom overload. Such policies shall name Titan as an additional insured (including an additional insured endorsement) and loss payee, and provide for Titan to receive at least 30 days prior written notice of any cancellation or material change. Customer shall provide Titan with certificates of insurance evidencing the required policies prior to any rental and at any time upon Titan's request. In the event that Customer does not have insurance covering damage/loss to the Equipment, Titan will insure this damage/loss risk for the Equipment at a charge of 15% of the rental amount, but Customer remains liable for any deductible. To the extent Titan Machinery carries any insurance, such insurance will be considered excess insurance. **THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS INDEMNIFICATION OBLIGATION OR ANY OTHER OBLIGATION PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.**

7. **RENTAL RATES.** The total charges specified in this Agreement are: (a) estimated based upon Customer's representation of the estimated rental period identified on the front side hereof (rental rates beyond the estimated rental period may change); and (b) for the Equipment's use for "one shift," being not more than 9 hours per day, 45 hours per week, or 176 hours per 4-week period, as applicable, except as otherwise noted on the front side. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the rental period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (to cover Titan Machinery's direct and indirect costs of refueling the Equipment); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) any applicable environmental fee incurred by Titan Machinery. The convenience charge for off road diesel fuel does not include state motor fuel taxes. If Customer's use of the equipment extends beyond the initial rental period stated on the front side, then Customer shall be liable to pay Titan's standard rental rate for such extended use.

8. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Customer has approved credit (credit customers must pay upon receipt of Titan Machinery's invoice). Customer must notify Titan Machinery in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Titan Machinery's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, customer agrees to a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law on all delinquent accounts, until paid in full. Deposits are only required to be returned after all amounts are paid in full. If Customer has used a credit card to pay for charges or to guarantee payment, Customer authorizes Titan Machinery to charge the credit card all amounts shown on the contract and charges subsequently incurred by Customer including, but not limited to, loss of or damage to the Equipment.

9. **NO WARRANTIES. TITAN MACHINERY MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO THE FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP.**

10. **LIMITATION OF TITAN'S LIABILITY. TITAN MACHINERY'S LIABILITY UNDER THIS CONTRACT OR RESPECTING THE EQUIPMENT SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER. IN NO EVENT SHALL TITAN MACHINERY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

11. **ATTORNEYS' FEES.** All costs and expenses incurred by Titan in connection with collecting any amounts and damages owing by Customer pursuant to the provisions of this Contract or to enforce any provision of this Contract, including, without limitation, reasonable attorneys' fees (including the services of in-house counsel), whether or not any action is commenced by or on behalf of Titan shall be paid by Customer.

12. **GOVERNING LAW; JURISDICTION. THIS CONTRACT IS GOVERNED BY THE LAWS OF NORTH DAKOTA. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS SITTING IN FARGO, NORTH DAKOTA. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.**

13. **RETURN OF EQUIPMENT.** On the date of expiration or termination of the Agreement, Lessee shall (a) at Customer's own expense, return the Equipment to Store; (b) pay all charges incurred by Titan to repair any excessive wear and tear, damage caused by lack of required maintenance, and for any excess hour charges; (c) Customer is responsible for ground engagement wear parts including, but not limited to chain and teeth wear on trenchers; and (d) return the machine in reasonably clean condition or will be charged for cleaning the equipment at \$50 per hour (2 hour minimum). Excessive wear and tear includes but is not limited to glass breakage, repair to metal work and trim, rips, tears, dents, bending, staining, corrosion and tires in an unsafe condition. If the Equipment is returned damaged, in addition to the charges to repair the damage, Customer will be responsible to pay rental charges until the Equipment is repaired.

14. **TITLE/LIENS/ASSIGNMENT.** Customer does not have any right, title or interest in the Equipment except the right to use it during the term hereof and the right to purchase the Equipment if an option to purchase is granted by Titan Machinery. Lessee agrees to keep the Equipment free and clear of all liens. Lessee will not assign this Agreement, enter into any sublease, or permit others to use the Equipment.

15. **MAINTENANCE.** At Customer's sole cost and expense, Customer will: (i) keep the Equipment in good condition and operating order; (ii) keep the equipment properly serviced, repaired and maintained in accordance with the operating manual, including but not limited to proper fuel, grease, checking fluid levels, correct tire pressure, proper track tension, scheduled oil changes, ground engagement wear parts at manufacturer's prescribed intervals; and (iii) make sure that the manufacturer's warranty remains valid. All maintenance/repairs shall be performed by, or authorized by Titan, using OEM parts, filters and oil.

16. **DEFAULT.** Customer shall be in default under this Agreement if: (a) Customer fails to make any payment due hereunder; (b) Customer shall become insolvent or bankrupt, make an assignment for the benefit of creditors, cease to do business as a going concern or suffer an adverse material change in financial condition; or (c) Customer fails to perform or observe any other covenant or condition of the Agreement.

17. **TERMINATION.** Either party may terminate this Agreement immediately upon written notice to the other party in the case of breach or default hereunder.

18. **EXCHANGE OF EQUIPMENT.** Upon notice to Customer, Titan is entitled to exchange the Equipment with a substantially similar machine. In the event of any such exchange, this Agreement shall continue and remain in full force and effect.

19. **MISCELLANEOUS.** This Agreement contains the entire agreement between the parties. There are no verbal or other representations or agreements other than as stated in this Agreement. This Agreement may only be modified by a writing signed by both parties. Terms of any purchase option will be set forth in a separate addendum signed by the parties. Time is of the essence as to each and every term of this Agreement.

Rental Contract

Stan HOUSTON EQUIPMENT COMPANY, INC.

920 9th Ave. SW
Watertown, SD 57201

Sioux Falls, SD
605-336-3727

Rapid City, SD
605-348-1155

Sioux City, IA
712-255-3001

Aberdeen, SD
605-262-3727

Watertown, SD
605-878-3727

Omaha, NE
531-365-3803

Contract No.: 62583

Order No....: 4513810
Contract Date: Mon, Aug 26, 2024
Phone Number: 605-882-5284
Out: Mon, Aug 26, 2024 7:00
Due: Thu, May 1, 2025 7:00
Order Taker: Matt Aderhold
PO Number...:

Bill To: 105979
LAKE AREA TECH INST
STEVE
1201 ARROW AVE
WATERTOWN, SD 57201-073

Equipment Location:
LAKE AREA TECH INST

1201 ARROW AVE
WATERTOWN, SD 57201-073

Ship Via
Customer Pick-UP

Quantity	Description	Part Number	Status	Rental Period	Amount
1.00 Ea	TRENCH ROLLER, WALK BEHIND 33.5" DRUM WIDTH Equipment #: 30219 Serial No.: 101720191249 Meter Out: 56.4 Meter In: Sch Out: Mon, Aug 26, 2024 7:00	BMP8500-R Rate: 2,250.00 4wk / 750.00 Wk / 250.00 Dy $35,900	Reserved	9 4wk Sch Ret: Thu, May 1, 2025 7:00	.00
1.00 Ea	MINI EXCAVATOR, 11'5" DIG DEPTH 12,18,OR 24" BUCKET Equipment #: 14506 Serial No.: WNCE1602TPAL00446 Meter Out: 986.6 Meter In: Sch Out: Mon, Aug 26, 2024 7:00	EZ36-MX-R Rate: 2,700.00 4wk / 900.00 Wk / 300.00 Dy $51,500	Reserved	9 4wk Sch Ret: Thu, May 1, 2025 7:00	.00
1.00 Ea	SKIDLOADER RIDE CONTROL, BLOCK HEATER, Equipment #: 29157 Serial No.: KBCZ141CVNJM31263 Meter Out: 128.8 Meter In: Sch Out: Mon, Aug 26, 2024 7:00	SSV75PHRC-R Rate: 2,565.00 4wk / 855.00 Wk / 285.00 Dy $59,500	Reserved	9 4wk Sch Ret: Thu, May 1, 2025 7:00	.00

Summary

Settlement

Amount due
Balance

Delivery Instructions:

I HEREBY ACKNOWLEDGE THAT THE LESSEE IS REQUIRED TO HAVE LIABILITY AND PHYSICAL DAMAGE INSURANCE ON THE RENTAL EQUIPMENT ON THIS CONTRACT. I HAVE REVIEWED THE RENTAL AGREEMENT TERMS AND CONDITIONS ON THE REVERSE OF THIS PAGE AND AGREE TO THE SAME.

CUSTOMER SIGNATURE

Rental Contract Reprint

Stan HOUSTON
EQUIPMENT COMPANY, INC.

920 9th Ave. SW
Watertown, SD 57201

Sioux Falls, SD 605-336-3727	Rapid City, SD 605-348-1155
Sioux City, IA 712-255-3001	Aberdeen, SD 605-262-3727
Watertown, SD 605-878-3727	Omaha, NE 531-365-3803

Contract No.: 62584

Order No....: 4513811
Contract Date: Mon, Aug 26, 2024
Phone Number: 605-882-5284
Out: Mon, Aug 26, 2024 7:00
Due: Mon, Nov 18, 2024 7:00
Order Taker: Matt Aderhold
PO Number...:

Bill To: 105979
LAKE AREA TECH INST
1201 ARROW AVE
WATERTOWN, SD 57201-073

Equipment Location:
LAKE AREA TECH INST
1201 ARROW AVE
WATERTOWN, SD 57201-073

Instructions:

Ship Via
Customer Pick-UP

Quantity	Description	Part Number	Status Rental Period	Amount
1.00 Ea	TRACKLOADER W/CAB/HEAT/AC, 2 SPEED Equipment #: 30471 Serial No.: KBCZ053CCP1M20528 Meter Out: 135.0Meter In: Sch Out: Mon, Aug 26, 2024 7:00	SVL75-2HWC-KUB-R Rate: 1,000.00 4wk / 885.00 Wk / 295.00 Dy $74,900 - Equipment Value	Reserved 3 4wk Sch Ret: Mon, Nov 18, 2024 7:00	3,000.00
1.00 Ea	4 MAN RTV, ENCLOSED CAB W/ Master Disconnect Equipment #: 13057 Serial No.: 21273 Meter Out: 1,088.4Meter In: Sch Out: Mon, Aug 26, 2024 7:00	RTV-X1140-R Rate: 500.00 4wk / 375.00 Wk / 125.00 Dy $28,500 - Equipment Value	Reserved 3 4wk Sch Ret: Mon, Nov 18, 2024 7:00	1,500.00

Summary		Settlement	
Rental Charges	4,500.00	Amount due	4,500.00
Total Charges	4,500.00	Balance	4,500.00

I HEREBY ACKNOWLEDGE THAT THE LESSEE IS REQUIRED TO HAVE LIABILITY AND PHYSICAL DAMAGE INSURANCE ON THE RENTAL EQUIPMENT ON THIS CONTRACT. I HAVE REVIEWED THE RENTAL AGREEMENT TERMS AND CONDITIONS ON THE REVERSE OF THIS PAGE AND AGREE TO THE SAME.

CUSTOMER SIGNATURE

SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY
LEASE AGREEMENT

This Agreement is made and entered into by and between the Department of Public Safety, Office of the Highway Patrol, a state agency, of 118 West Capitol Avenue, Pierre, SD, 57501, (the "State") and Lake Area Technical Institute of 1201 Arrow Ave, NE, Watertown, South Dakota 57201 (the "Recipient").

The State hereby enters into this Lease Agreement with Recipient in consideration of and pursuant to the terms and conditions set forth herein.

1. The Recipient will be provided with a SDHP Cruiser to be used for the purpose of practical instruction for law enforcement training and in accordance with this Agreement. VIN number of the Cruiser in Question is 2C3CDXKT4FH739205; Equip I.D. #14AK314. RECIPIENT ACCEPTS THIS CRUISER 'AS IS', WITHOUT ANY WARRANTIES WHATSOEVER, AND IN ITS PRESENT CONDITION.

2. The term of this Lease Agreement shall commence on August 1, 2024 and end on August 1, 2026, unless sooner terminated pursuant to the terms hereof.

3. The Recipient will use State equipment identification number 14AK314.

4. Any and all expenses, including but not limited to fuel and maintenance of the Cruiser, will be the sole responsibility of the Recipient during the term of this lease.

5. Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Recipient in the defense. This section does not require Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Recipient shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include as additional insured and beneficiaries; the State, the South Dakota Highway Patrol, and agents or employees of the State of South Dakota for any claim, cause of action, liability or other proceeding resulting from performance of this lease.

B. Business Automobile Liability Insurance:

The Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each accident.

C. Worker's Compensation Insurance:

The Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before taking possession of this Cruiser the Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Recipient shall furnish copies of insurance policies if requested by the State.

7. In regard to the use of the Cruiser, the Recipient is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Recipient agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property or which may otherwise subject Recipient or the State to liability. Recipient shall report any such event to the State immediately upon discovery.

Recipient's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Recipient's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Recipient to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become

unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. Neither this Agreement nor the Cruiser may be leased, subleased or assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit arising from, pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Recipient may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Recipient will include provisions in its subcontracts requiring its subcontractors to adopt this agreement in full, including the indemnification and insurance provisions. The Recipient will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Major Jason Ketterling** on behalf of the State, and by and to **Chad Stahl** on behalf of the Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof. Failure to strictly enforce any provision of this Agreement shall not constitute a waiver by the State of any provision, right or responsibility contained herein.

17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement by the signatures affixed below.

STATE

BY: Robert Perry

Robert Perry,
Cabinet Secretary
SD Department of Public Safety

8/29/2024
(Date)

RECIPIENT

BY: Chad Stahl (Aug 15, 2024 11:58 CDT)

Print Name: Chad Stahl

Title: LATC Law Enforcement Department Supervisor

08/15/2024
(Date)

Cam Corey
Cam Corey
Vice President
9/6/24

SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY
LEASE AGREEMENT

This Agreement is made and entered into by and between the Department of Public Safety, Office of the Highway Patrol, a state agency, of 118 West Capitol Avenue, Pierre, SD, 57501, (the "State") and Lake Area Technical Institute of 1201 Arrow Ave, NE, Watertown, South Dakota 57201 (the "Recipient").

The State hereby enters into this Lease Agreement with Recipient in consideration of and pursuant to the terms and conditions set forth herein.

1. The Recipient will be provided with a SDHP Cruiser to be used for the purpose of practical instruction for law enforcement training and in accordance with this Agreement. VIN number of the Cruiser in Question is 2C3CDXKT4GH165576; Equip I.D. #14AK337. RECIPIENT ACCEPTS THIS CRUISER 'AS IS', WITHOUT ANY WARRANTIES WHATSOEVER, AND IN ITS PRESENT CONDITION.

2. The term of this Lease Agreement shall commence on August 1, 2024 and end on August 1, 2026, unless sooner terminated pursuant to the terms hereof.

3. The Recipient will use State equipment identification number 14AK337.

4. Any and all expenses, including but not limited to fuel and maintenance of the Cruiser, will be the sole responsibility of the Recipient during the term of this lease.

5. Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Recipient in the defense. This section does not require Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Recipient shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include as additional insured and beneficiaries; the State, the South Dakota Highway Patrol, and agents or employees of the State of South Dakota for any claim, cause of action, liability or other proceeding resulting from performance of this lease.

B. Business Automobile Liability Insurance:

The Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each accident.

C. Worker's Compensation Insurance:

The Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before taking possession of this Cruiser the Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Recipient shall furnish copies of insurance policies if requested by the State.

7. In regard to the use of the Cruiser, the Recipient is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Recipient agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property or which may otherwise subject Recipient or the State to liability. Recipient shall report any such event to the State immediately upon discovery.

Recipient's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Recipient's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Recipient to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become

unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. Neither this Agreement nor the Cruiser may be leased, subleased or assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit arising from, pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Recipient may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Recipient will include provisions in its subcontracts requiring its subcontractors to adopt this agreement in full, including the indemnification and insurance provisions. The Recipient will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Major Jason Ketterling** on behalf of the State, and by and to **Chad Stahl** on behalf of the Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof. Failure to strictly enforce any provision of this Agreement shall not constitute a waiver by the State of any provision, right or responsibility contained herein.

17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement by the signatures affixed below.

STATE	RECIPIENT
BY: Robert Perry	BY: Chad Stahl (Aug 15, 2024 11:58 CDT)
Robert Perry,	Print Name: Chad Stahl
Cabinet Secretary	Title: LATC Law Enforcement Department Supervisor
SD Department of Public Safety	
8/29/2024	08/15/2024
(Date)	(Date)

Cam Corey
Cam Corey
Vice President
9/6/24

Redstone
Law Firm LLP

From the desk of:
James E. McMahon
jim@redstonelawfirm.com
605.444.2833 (direct)

605.331.2975
Main Office:
1300 W. 57th Street, Suite 101
Sioux Falls, SD 57108

redstonelawfirm.com
Capitol Residence:
123 N. Nicollet Avenue
Pierre, SD 57501

September 5, 2024

VIA ELECTRONIC MAIL ONLY

Tiffany Sanderson, President
Lake Area Technical College
1201 Arrow Avenue NE
Watertown, SD 57201
Tiffany.Sanderson@lakeareatech.edu

Re: Redstone Law Firm LLP Engagement Letter

Dear Tiffany:

Pursuant to our conversations, I am forwarding this letter to set out the basic perimeters of Redstone Law Firm LLP's representation of Lake Area Technical College.

I will be the point person in charge of the file and will bill Lake Area Technical College at a rate of $350 per hour. Chris Sommers, an associate with Redstone, will be helping me on the file and his time will be billed at a rate of $250 per hour. Paralegal work is billed at the rate of $125 per hour.

In addition to our fees for services, you will be responsible for direct payment or reimbursement of all out-of-pocket costs we incur on your behalf. For example, expenses associated with filing fees or any other out-of-pocket expenses necessary will be billed to you. While we may sometimes advance funds to cover out-of-pocket expenses incurred on your behalf, we reserve the right to pass any such expenses on to you for payment directly to the person who provided the services.

I will bill you every thirty (30) days unless you tell me you would like a bill more frequently.

This letter governs the fees to be charged and paid by you to our firm for our services only. You will be individually responsible for payment of all fees, costs, and expenses incurred by any other persons whose services are required.

Our firm routinely engages in electronic communications with its clients and also digitally stores client information. Any form of electronic communication carries risks. Nonetheless, you acknowledge your understanding that these risks exist. You further consent to our use of your email address to communicate with you regarding the status of this representation and to our firm's digital store of your information.

This matter may involve litigated claims, which may require you to produce documents, notes, emails, text messages, and other data that may be relevant to this legal matter. You are therefore instructed that you have a legal duty to preserve all evidence, whether printed or electronic, that may be relevant to this legal matter. Your failure to preserve relevant evidence could result in the imposition of sanctions against you.

If the above terms are acceptable to you, please sign this letter and return it to me and retain a copy for your records.

Sincerely,

REDSTONE LAW FIRM LLP

James E. McMahon
Digital signature used for pdf generation

JEM/jmg

Client Acceptance & Consent to Representation

The above and foregoing letter accurately and completely sets forth all of the terms of the agreement between Lake Area Technical College and Redstone Law Firm LLP. My signature below affirms and represents the obligations and responsibilities that I have undertaken herein.

LAKE AREA TECHNICAL COLLEGE

____
By Tiffany Sanderson
Its President
Dated: 9/6/24

VERIFIED CLAIMS
September 9, 2024

SALARIES

General Fund	$	1,823,407.61
Special Education		401,493.36
Lake Area Technical College		1,483,655.38
Nutrition Service		15,049.04
LATC Bookstore		15,203.52
LATC Day Care Center		38,588.09
Concessions		1,337.44
Preschool Services		0.00
Drivers Education		0.00
LATC Food Service		9,687.26
	$	3,788,421.70

VERIFIED CLAIMS

Fund 10 - General Fund	$	322,382.14
Fund 21 - Capital Outlay		1,360,205.31
Fund 22 - Special Education		33,177.72
Fund 23 - Lake Area Technical College		1,393,865.89
Fund 51 - Nutrition Service		99,538.14
Fund 52 - LATC Bookstore		279,498.12
Fund 53 - Concessions		6,926.96
Fund 54 - LATC Day Care Center		1,887.71
Fund 55 - Drivers Education		0.00
Fund 57 - LATC Foodservice		51,328.06
	$	3,548,810.05

Fund: 10 GENERAL FUND

A & B BUSINESS SOLUTIONS	SUPPLIES	91.38
AMAZON	SUPPLIES	21,643.08
AMERICAN LEGION STATE HEADQUARTERS	SUPPLIES	250.00
ANDOR INC	SERVICES	1,555.35
APPLE INC	SUPPLIES	6,050.00
ASBO INTERNATIONAL	DUES	299.00
ASBSD	DUES	410.00
BANTZ GOSCH & CREMER LLC	SERVICES	51.00
BATTERIES UNLIMITED	SUPPLIES	86.00
BELD TREE SERVICE	SERVICES	1,150.00
BIOMETRICS NUTRITION AND FITNESS	SUPPLIES	711.43
BLICK ART MATERIALS	SUPPLIES	1,650.26
BORNS GROUP	SERVICES	2,798.33
CAROLINA BIOLOGICAL SUPPLY	SUPPLIES	150.91
CASHWAY LUMBER INC	SUPPLIES	80.28
CC IMEX	SUPPLIES	872.90
CENEX FLEET FUELING	CHARGES	157.13
CENTER FOR THE COLLAB CLASSROOM	SUPPLIES	6,457.25
COMPUTER DAN'S	SERVICES	519.96
CONJUGUEMOS	SUPPLIES	55.00
COUNTY FAIR	SUPPLIES	73.00
CRESCENT ELECTRIC SUPPLY CO	SUPPLIES	1,691.32
CULLIGAN OF WATERTOWN	SUPPLIES	41.00
CURRICULUM ASSOCIATES INC	SUPPLIES	125.16
DA SERVICES INC	SERVICES	1,125.00
DAKOTA DATA SHRED	SERVICES	20.00
DAKOTA PORTABLE TOILETS INC	SERVICES	710.00
DAKOTA POTTERS SUPPLY LLC	SUPPLIES	3,845.80
DAKOTA SIGNS	SUPPLIES	250.00
DAKOTA SUPPLY GROUP	SUPPLIES	1,300.00
DEMCO INC	SUPPLIES	595.41
DEPENDABLE SANITATION INC	SERVICES	2,617.61
DIAMOND VOGEL INC	SUPPLIES	1,786.60
DUENWALD TRANSPORTATION LLC	TRAVEL	19,275.60
EASTSIDE EQUIPMENT	SUPPLIES	248.91
ECOLAB PEST ELIMINATION DIV	SERVICES	79.84
ENGELSTAD ELECTRIC CO	SERVICES	3,619.66
FASTENAL COMPANY	SUPPLIES	10.22
FIREFLY COUNSELING	SERVICES	255.00
FISCHER ROUNDS AND ASSOCIATES INC	SERVICES	15,654.00
GANNETT SOUTH DAKOTA LOCALIQ	SUPPLIES	383.97
GLASS PRODUCTS INC	SERVICES	2,177.72
GOPHER	SUPPLIES	2,414.81
HEINEMANN	SUPPLIES	124.34
HENRY SCHOOL DISTRICT 14-2	CONFERENCE	300.00
HILLYARD/SIOUX FALLS	SUPPLIES	11,691.77
HOBBY LOBBY	SUPPLIES	167.52
HOUGHTON MIFFLIN CO	SUPPLIES	1,031.82
HUMAN SERVICE AGENCY	SERVICES	225.00
HY-VEE FOOD STORE #1871	FOOD	619.85

INFINITE CAMPUS	SUPPLIES	15,680.00
JOES HEATING & COOLING LLC	SERVICES	1,966.72
JOHNSON CONTROLS INC	SERVICES	858.53
JURGENS PRINTING	SUPPLIES	349.00
JW PEPPER & SON INC	SUPPLIES	556.51
LEARNING A-Z	SUPPLIES	1,952.10
M J DALSIN CO	SERVICES	729.71
MACS HARDWARE	SUPPLIES	317.25
MARKET 65	CHARGES	106.52
MCGRAW HILL LLC	SUPPLIES	4,614.80
MENARDS	SUPPLIES	3,998.59
MIDCONTINENT COMMUNICATIONS	CHARGES	1,815.87
MIDWEST ALARM CO INC	SERVICES	784.80
MYRON DUECK EDUCATIONAL CONSULTING	SERVICES	8,000.00
NASSP/NHS	DUES	320.00
NORTH CENTRAL	SUPPLIES	389.12
NWEA	SUPPLIES	37,317.50
O'REILLY AUTOMOTIVE STORES INC	SUPPLIES	84.63
OFFICE PEEPS INC	SUPPLIES	516.12
P CARD MISC	SUPPLIES	4,122.87
PERFORMANCE TOWING	SERVICES	277.50
PIVOTAL PRINTING	SUPPLIES	701.50
POMPS TIRE SERVICE INC	SERVICES	86.95
POPHAM CONSTRUCTION LLC	SERVICES	675.00
PREPD LLC	SUPPLIES	149.00
PRINT EM NOW	SUPPLIES	1,192.20
PROJECT LEAD THE WAY	FEE	500.00
QUICK CARE	SERVICES	365.00
RAPID CITY RECREATION DEPT	SUPPLIES	1,552.00
ROCHESTER 100 INC	SUPPLIES	145.00
ROY'S SPORT SHOP	SUPPLIES	4,937.90
RUNNINGS FARM & FLEET	SUPPLIES	393.53
SASD	DUES	3,775.00
SCHOLASTIC INC	SUPPLIES	1,325.00
SCHOOL NURSE SUPPLY INC	SUPPLIES	117.45
SCHOOL SPECIALTY LLC	SUPPLIES	490.31
SD DEPARTMENT OF REVENUE	TAXES	(70.00)
SD HISTORICAL SOCIETY FOUNDATION	SUPPLIES	70.00
SD LIBRARY ASSOC	CONFERENCE	430.00
SDAMLE	DUES	150.00
SHARP AUTOMOTIVE	SUPPLIES	114.49
SHERWIN WILLIAMS	SUPPLIES	783.13
SIGN PRO	SERVICES	1,155.00
SIOUX VALLEY COOP	SUPPLIES	5,435.14
SOCIAL STUDIES SCH SERV	SUPPLIES	365.92
STAN HOUSTON EQUIPMENT CO	SUPPLIES	525.00
SUPREME SCHOOL SUPPLY CO	SUPPLIES	210.82
SWIFTEL COMMUNICATIONS	CHARGES	93.78
T&H REPAIR LLC	SERVICES	524.84
TAECKER PLUMBING & HEATING	SUPPLIES	132.30
TARGET	SUPPLIES	241.63
TECHNICOLOR SCREEN PRINTING INC	SUPPLIES	81.65

TITAN MACHINERY	SUPPLIES	857.76
TOOL TIME RENTAL	RENTAL	159.30
TRAINING ROOM	SUPPLIES	1,298.43
TRAVS OUTFITTER	ADVERTISING	150.00
TRUGREEN	SERVICES	3,778.00
TURFWERKS	SUPPLIES	762.56
TWO WAY SOLUTIONS INC	SUPPLIES	547.84
TWOTREES TECHNOLOGIES	SUPPLIES	3,483.66
UPTOWNE CLEANERS	LAUNDRY	112.94
VARSITY SPIRIT FASHIONS & SUPPLIES	SUPPLIES	718.75
VERIZON WIRELESS	CHARGES	1,308.58
VISTAPRINT	SUPPLIES	51.20
WALMART	SUPPLIES	1,900.48
WALSWORTH	SUPPLIES	21,706.02
WATERTOWN AREA CHAMBER OF COMMERCE	CHARGES	1,080.00
WATERTOWN FORD CHRYSLER	SERVICES	134.75
WATERTOWN MUNICIPAL UTILITIES	UTILITIES	49,727.91
WATERTOWN REGIONAL LANDFILL	CHARGES	359.80
WATERTOWN TRUCK & TRAILER	SUPPLIES	3,221.52
WATERTOWN WHOLESALE	SUPPLIES	976.22
WELD IT ALL LLC	SERVICES	427.62
ZANER BLOSER INC	SUPPLIES	710.93
	Fund 10 Total:	**322,382.14**

Fund: 21 CAPITAL OUTLAY

A & B BUSINESS SOLUTIONS	LEASE	5,182.10
AMAZON	SUPPLIES	1,549.36
ANDOR INC	SERVICES	43,044.00
BACHMAN PARKING & PAINTING LLC	SERVICES	4,989.80
BELSON OUTDOORS	SUPPLIES	4,800.00
CDW GOVERNMENT INC	SUPPLIES	8,400.00
CENGAGE LEARNING INC	SUPPLIES	327.95
CO-OP ARCHITECTURE	SERVICES	3,000.00
DAKOTA POTTERS SUPPLY LLC	SUPPLIES	6,595.00
DAVE FULLER MURALS	SERVICES	5,500.00
DERKSEN FLOORS INC	SERVICES	33,500.00
EDCLUB INC	SUPPLIES	3,570.00
GLASS PRODUCTS INC	SERVICES	1,210.00
HARLOWS BUS SALES INC	VEHICLE	257,957.03
HASSLEN CONSTRUCTION CO INC	SERVICES	794,967.60
IXL LEARNING INC	SUPPLIES	4,720.00
JAMF SOFTWARE LLC	SUPPLIES	31,000.00
K1 MECHANICAL	SERVICES	3,571.44
LATC	DONATION	5,000.00
LIEFFORT PAINTING INC	SERVICES	55,000.00
MENARDS	SUPPLIES	318.47
MERTZ FENCING	SERVICES	5,605.62
OFFICE PEEPS INC	SUPPLIES	5,169.45
OVERHEAD DOOR COMPANY	SERVICES	17,500.00
P CARD MISC	SUPPLIES	522.15

PERFECTION LEARNING CORP	SUPPLIES		917.46
PERSONA SIGNS LLC	SERVICES		10,764.58
PROJECT LEAD THE WAY	SUPPLIES		136.00
RIDDELL ALL AMERICAN SPORTS	SUPPLIES		3,847.81
STEIN SIGN DISPLAY	SUPPLIES		16,281.00
STUDIES WEEKLY	SUPPLIES		1,987.50
TARGET	SUPPLIES		20.99
WATERTOWN PARK & REC	RENT		10,000.00
WOODS EDGE LLC	SERVICES		13,250.00
		Fund 21 Total:	**1,360,205.31**

Fund: 22 SPECIAL EDUCATION

AMAZON	SUPPLIES		764.01
BORNS GROUP	SERVICES		187.97
CHILDREN'S HOME SOCIETY OF SOUTH DAKOTA	SERVICES		3,215.52
CORPORATE TRANSLATION SERVICES INC	SERVICES		84.65
CTWSI	SERVICES		762.30
ESGI LLC	SUPPLIES		956.00
HAPPY NUMBERS	SUPPLIES		145.00
HUMAN SERVICE AGENCY	SERVICES		713.60
KARST, SUNNY	SERVICES		125.00
MENARDS	SUPPLIES		9.46
MIDCONTINENT COMMUNICATIONS	CHARGES		28.21
P CARD MISC	SUPPLIES		388.16
PRESENCELEARNING INC	SERVICES		6,500.00
PROFESSIONAL HEARING SERVICES	EQUIPMENT		9,210.00
REALITYWORKS INC	SUPPLIES		733.40
SD DEPT OF HUMAN SERVICES	SERVICES		8,477.30
ULTIMATESLP	SUPPLIES		660.45
UPS STORE, THE	SERVICES		23.89
VERIZON WIRELESS	CHARGES		105.61
WALMART	SUPPLIES		87.19
		Fund 22 Total:	**33,177.72**

Fund: 23 POST SECONDARY EDUCATION

1ST CHOICE AUTO WASH	SUPPLIES		36.00
A & B BUSINESS SOLUTIONS	LEASE		1,628.90
A-OX WELDING SUPPLY CO INC	SUPPLIES		3,329.01
ACTIVE HEATING INC	SERVICES		1,122.45
ADVANCE AUTO PARTS	SUPPLIES		128.51
ADVANTAGE RVS	ADVERTISING		3,110.00
AED.COM	SUPPLIES		73.32
AGRI PARTNERS INC	SUPPLIES		464.00
AGTAC SERVICES LLC	SERVICES		18,519.00
AGWRX COOPERATIVE	SUPPLIES		1,909.32
AIRCRAFT SPRUCE & SPECIALTY CO	SUPPLIES		2,523.76
ALL SEASONS INC	SERVICES		550.00
AMAZON	SUPPLIES		7,911.81

AMERICAN TIRE DISTRIBUTORS	SUPPLIES	1,056.36
ARGUS LEADER MEDIA	SUPPLIES	435.79
ASSOCIATED EQUIPMENT DISTRIBUTORS	SUPPLIES	6,720.00
ATY AVIATION INC	SUPPLIES	12,215.65
AUTO BODY SPECIALTIES	SUPPLIES	2,910.70
AUTO VALUE WATERTOWN	SUPPLIES	337.62
BARTON SOLVENTS INC	SUPPLIES	968.92
BATTERIES UNLIMITED	SUPPLIES	18.00
BECKMAN-COULTER INC	SUPPLIES	219.47
BENDIX TECHNOLOGY CENTER	CHARGES	2,441.38
BILLION	SUPPLIES	288.35
BLUEPEAK	CHARGES	2,194.82
BORGERSON AVIATION	SERVICES	5,174.32
BORNS GROUP	SERVICES	7,142.62
BREADWINNER INTEGRATIONS INC	SUPPLIES	4,104.00
BRIAN'S GLASS & DOOR	SERVICES	2,755.95
BUREAU OF INFORMATION & TELECOMM	CHARGES	275.54
BUSINESS SOLUTIONS	SUPPLIES	1,675.00
BUTLER MACHINERY CO	SUPPLIES	1,529.02
C & S PEST CONTROL LLC	SERVICES	270.00
C&R FIRE SUPPRESSION	SERVICES	8,639.25
CAPITAL CITY CAMPUS	RENT	1,307.58
CARDINAL HEALTH	SUPPLIES	836.68
CCASD	REGISTRATION	180.00
CDW GOVERNMENT INC	SUPPLIES	8,295.25
CENEX FLEET FUELING	CHARGES	1,049.42
CENTURYLINK	CHARGES	381.97
CERT US	SUPPLIES	399.00
CITY OF WATERTOWN	RENT	117,726.61
CO-OP ARCHITECTURE	SERVICES	7,000.00
CODINGTON-CLARK ELECTRIC CO-OP INC	SERVICES	36.47
CONCORDANCE HEALTHCARE SOLUTIONS	SUPPLIES	1,415.79
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	30.00
CRESCENT ELECTRIC SUPPLY CO	SUPPLIES	370.23
CULLIGAN OF WATERTOWN	SUPPLIES	96.50
D&D PAINTING	SERVICES	2,599.75
DAKOTA DATA SHRED	SERVICES	225.27
DAKOTA IRON	RENT	4,800.00
DAKOTA PORTABLE TOILETS INC	SERVICES	225.00
DAKOTA SPLASH INC	SERVICES	865.00
DAKOTA SUPPLY GROUP	SUPPLIES	147.10
DAYSMART SOFTWARE LLC	SUPPLIES	10.00
DEPENDABLE SANITATION INC	SERVICES	3,678.11
DIAMOND VOGEL INC	SUPPLIES	15.89
DOWNS GOVERNMENT AFFAIRS LLC	CHARGES	1,000.00
DUENWALD TRANSPORTATION LLC	TRAVEL	2,455.00
EASTSIDE EQUIPMENT	EQUIPMENT	75,947.40
EASTSIDE INVESTMENT LLC	RENT	2,750.00
ECONOMIC DEVELOPMENT PROFESSIONALS ASSOC	DUES	1,000.00
ELITE DRAIN & SEWER CLEANING LLC	SERVICES	255.00
FASTENAL COMPANY	SUPPLIES	333.05
FIRE PROTECTION PUBLICATIONS	SUPPLIES	400.00

FRESH PRODUCE LLC	SERVICES	35,000.00
FRIENDS OF GOSS OPERA HOUSE INC	SPONSOR	3,250.00
GANNETT SOUTH DAKOTA LOCALIQ	ADVERTISING	113.80
GAST SALES INC	SUPPLIES	10,736.35
GOVCONNECTION INC	SUPPLIES	1,204.00
GRAINGER	SUPPLIES	27,664.30
GRAY CONSTRUCTION	SERVICES	358,203.43
GREAT AMERICAN INS CO	INSURANCE	1,391.00
GREENHOUSE SOUTH LLC, THE	SERVICES	1,834.00
HENTGES, TONY	SERVICES	1,500.00
HIBU INC	CHARGES	72.00
HILLYARD/SIOUX FALLS	SUPPLIES	37,691.36
HOIST & CRANE SERVICES INC	SERVICES	2,865.00
HUTMAN	SERVICES	123.75
HY-VEE FOOD STORE #1871	FOOD	25.45
I STATE TRUCK CENTER	SUPPLIES	1,874.20
INSIGHT MARKETING DESIGN INC	SERVICES	30,478.35
INTERNAL REVENUE SERVICE	TAXES	7.87
J & B SCREEN PRINTING & TROPHIES	SUPPLIES	84.00
J H LARSON CO	SUPPLIES	2,390.98
JERKE CONSTRUCTION	SERVICES	12,913.00
K & M TIRE	SUPPLIES	804.00
KAESER & BLAIR INC	SUPPLIES	4,014.90
KDLT	ADVERTISING	255.00
KELO	ADVERTISING	4,080.00
KELOLAND.COM	ADVERTISING	2,100.18
KSFY	ADVERTISING	425.00
KXLG-FM	ADVERTISING	225.00
LAMAR COMPANIES	ADVERTISING	1,255.00
LATC FOUNDATION	REIMBURSE	146,325.18
LATC IMPREST FUND	REIMBURSE	17,123.18
LEGACY AVIATION	SERVICES	763.20
LORENZEN EQUIPMENT	SUPPLIES	264.50
LUBE-TECH & PARTNERS LLC	SUPPLIES	1,879.75
MACKSTEEL WAREHOUSE INC	SUPPLIES	2,595.14
MACS HARDWARE	SUPPLIES	735.35
MARKET 65	CHARGES	6,867.51
MATHESON TRI-GAS INC	SUPPLIES	1,676.75
MAVERICK AIR CENTER	SUPPLIES	178.63
MCMASTER CARR	SUPPLIES	65.99
MEDBRIDGE INC	SUPPLIES	3,621.98
MEDICAL TRAINING SOLUTIONS INC	SUPPLIES	730.00
MENARDS	SUPPLIES	2,263.99
MERTZ FENCING	SERVICES	23,868.00
MICROBIOLOGICS	SUPPLIES	1,861.69
MIDCONTINENT COMMUNICATIONS	CHARGES	496.87
MIDSTATES GROUP	SERVICES	1,256.34
MIDWEST SPEAKERS BUREAU INC	SERVICES	12,500.00
MITCHELL1	SUPPLIES	1,589.00
MOTOR MARKET	ADVERTISING	1,900.00
NAI SIOUX FALLS	LEASE	5,205.08
NAPA CENTRAL	SUPPLIES	1,822.41

NATIONAL CINEMEDIA LLC	ADVERTISING	2,895.00
NC3	DUES	5,000.00
NVC	CHARGES	91.00
O'REILLY AUTOMOTIVE STORES INC	SUPPLIES	45.70
OFFICE PEEPS INC	SUPPLIES	44,753.31
OPTISIGNS INC	SUPPLIES	3,037.50
P CARD MISC	SUPPLIES	6,485.36
PANDORA MEDIA LLC	ADVERTISING	1,333.33
PANTHER	SERVICES	624.62
POCKET NURSE	SUPPLIES	1,969.58
POMPS TIRE SERVICE INC	SERVICES	39.68
PRAIRIE LAKES HEALTHCARE SYSTEM	SUPPLIES	1,045.00
PRECISION FLIGHT CONTROLS	EQUIPMENT	23,981.00
PRINT EM NOW	SUPPLIES	1,670.00
PRO LINE INC	EQUIPMENT	6,772.00
PROCARE SOFTWARE LLC	SUPPLIES	59.00
PROCTORU INC	SUPPLIES	200.00
PROFESSIONAL SPORTS PUBLICATIONS	ADVERTISING	4,250.00
RABENBERG, COREY	SERVICES	849.24
REILLY REPAIR INC	SERVICES	83.44
REMEL INC	SUPPLIES	968.77
ROBS AUTO REPAIR	SERVICES	1,554.21
RON'S SAW SALES	SUPPLIES	343.92
RUNNINGS FARM & FLEET	SUPPLIES	167.30
SALON SERVICE GROUP	SUPPLIES	17.31
SD CHAMBER OF COMMERCE & INDUSTRY	FEE	50.00
SD DEPARTMENT OF REVENUE	TAXES	750.28
SD DEPT OF LABOR AND REGULATION	CHARGES	84.00
SD SAFETY COUNCIL	CONFERENCE	250.00
SIGNATURE FLIGHT SUPPORT	SUPPLIES	76.58
SINCLAIR BROADCAST GROUP	ADVERTISING	1,500.00
SIOUX VALLEY COOP	SUPPLIES	557.51
SKILLSUSA INC	DUES	35.00
SOARING SOCIETY OF AMERICA	DUES	60.00
SOVELL INVESTIGATIVE TESTING & CONSULTING	SERVICES	10,977.57
SPORTYS	CHARGES	199.00
SPOT ON PRINTING	SERVICES	5,000.00
STATELINE LLC	SERVICES	1,410.00
STEIN SIGN DISPLAY	ADVERTISING	2,150.00
STERIS CORPORATION	EQUIPMENT	49,463.35
SWIFTEL COMMUNICATIONS	CHARGES	291.99
TITAN MACHINERY	SUPPLIES	1,940.95
TK ELEVATOR CORP	SERVICES	453.72
TRANSOURCE TRUCK & EQUIPMENT INC	RENTAL	7,334.00
TRAVERS TOOL CO INC	SUPPLIES	679.54
ULINE	SUPPLIES	10,986.82
VERIZON WIRELESS	CHARGES	1,776.83
VERNON COMPANY, THE	SUPPLIES	4,823.02
WALMART	SUPPLIES	139.84
WARNE PLUMBING & HEATING	SERVICES	780.61
WATERMARK INSIGHTS LLC	SERVICES	9,914.44
WATERTOWN CURRENT	SPONSOR	5,000.00

WATERTOWN DEVELOPMENT COMPANY	RENT		200.00
WATERTOWN MUNICIPAL UTILITIES	UTILITIES		46,160.47
WERFEN USA LLC	SUPPLIES		1,028.67
WINSUPPLY OF WATERTOWN	SUPPLIES		42.98
YANKTON FACTORING INC	SERVICES		2,500.00
YOURNEWSCHOOL	SUPPLIES		2,329.08
		Fund 23 Total:	**1,393,865.89**

Fund: 51 NUTRITION SERVICE

AMAZON	SUPPLIES		93.02
BIMBO BAKERIES	FOOD		910.20
CHESTERMAN COMPANY	FOOD		621.30
CULINARY DEPOT	SUPPLIES		2,201.25
CULINEX	SUPPLIES		772.23
DEPENDABLE SANITATION INC	SERVICES		993.67
EAST SIDE JERSEY DAIRY	FOOD		4,902.05
HILLYARD/SIOUX FALLS	SUPPLIES		1,981.85
HUBERT CO	SUPPLIES		295.05
HY-VEE FOOD STORE #1871	FOOD		555.13
MIDCONTINENT COMMUNICATIONS	CHARGES		56.44
OFFICE PEEPS INC	SUPPLIES		38.93
PERFORMANCE FOODSERVICE	FOOD		78,731.74
SYSCO NORTH DAKOTA INC	FOOD		5,320.57
US FOODS INC	SUPPLIES		545.06
WATERTOWN WHOLESALE	SUPPLIES		1,519.65
		Fund 51 Total:	**99,538.14**

Fund: 52 LATC BOOKSTORE

ACCUTECH	SUPPLIES	293.60
AMAZON	SUPPLIES	236.14
AUTO BODY SPECIALTIES	SUPPLIES	31,384.81
AUTO VALUE WATERTOWN	SUPPLIES	11,864.63
BULK BOOKSTORE	SUPPLIES	4,076.90
BUTLER MACHINERY CO	SUPPLIES	2,242.47
CAREER SAFE	SUPPLIES	590.00
CC PRODUCTS LLC	SUPPLIES	7,581.89
CENGAGE LEARNING INC	SUPPLIES	753.75
CONCORDANCE HEALTHCARE SOLUTIONS	SUPPLIES	12,633.32
ELSEVIER INC	SUPPLIES	26,605.40
FROMM INTERNATIONAL LLC	SUPPLIES	32,298.15
GFSI LLC	SUPPLIES	16,036.00
GRAINGER	SUPPLIES	44.84
INNOVATIVE TOOLS INTL LLC	SUPPLIES	3,329.20
J & B SCREEN PRINTING & TROPHIES	SUPPLIES	522.00
KILGORE INTERNATIONAL	SUPPLIES	300.18
L2 BRANDS LLC	SUPPLIES	7,112.28
LABYRINTH LEARNING	SUPPLIES	4,557.75
LATC IMPREST FUND	REIMBURSE	4,594.45

MACKSTEEL WAREHOUSE INC	SUPPLIES		4,488.22
MACMILLAN HOLDINGS LLC	SUPPLIES		917.20
MCGRAW-HILL LLC	SUPPLIES		2,955.00
OFFICE PEEPS INC	SUPPLIES		1,615.64
PEPSI BEVERAGES CO	FOOD		48.42
POCKET NURSE	SUPPLIES		6,122.13
PRISMRBS	SUPPLIES		60.44
SAGE PUBLICATIONS INC	SUPPLIES		2,110.43
SD DEPARTMENT OF REVENUE	TAXES		32,569.47
SNAP ON INDUSTRIAL	SUPPLIES		33,127.60
STAN HOUSTON EQUIPMENT CO	SUPPLIES		1,096.50
TFORCE FREIGHT INC 10804	SUPPLIES		752.23
TRAVERS TOOL CO INC	SUPPLIES		21,499.57
TRI-STATE BOOKSTORE ASSOC	DUES		50.00
VERIZON WIRELESS	CHARGES		85.38
WING AERO PRODUCTS	SUPPLIES		4,942.13
		Fund 52 Total:	**279,498.12**

Fund: 53 CONCESSIONS

CHESTERMAN COMPANY	FOOD		351.00
HY-VEE FOOD STORE #1871	FOOD		23.88
US FOODS INC	FOOD		4,660.08
WEST RIVER BEVERAGE	FOOD		1,892.00
		Fund 53 Total:	**6,926.96**

Fund: 54 LATC DAY CARE CENTER

AMAZON	SUPPLIES		99.94
BRAMBLE PARK ZOO	SUPPLIES		48.00
DEPENDABLE SANITATION INC	SERVICES		187.92
EAST SIDE JERSEY DAIRY	FOOD		207.22
WALMART	SUPPLIES		526.80
WATERTOWN MUNICIPAL UTILITIES	UTILITIES		817.83
		Fund 54 Total:	**1,887.71**

Fund: 57 LATC FOODSERVICE

ADVANTAGE RVS	SERVICES	960.00
AMAZON	SUPPLIES	47.47
BBQ PITSTOP	FOOD	5,346.00
BORI-MEX LATIN FOOD	FOOD	1,590.00
CASH-WA DISTRIBUTING CO OF FARGO LLC	FOOD	1,178.52
CHESTERMAN COMPANY	FOOD	969.85
COLE PAPERS INC	SUPPLIES	243.51
COUNTY FAIR	FOOD	836.49
CULINEX	SUPPLIES	7,983.19
DAKOTA BUTCHER	FOOD	350.40
ELLWEIN BROTHERS INC	FOOD	308.73

FOX FOOD SERVICES REPAIR LLC	SERVICES		7,500.00
HY-VEE FOOD STORE #1871	FOOD		379.80
MCKEEVER INC	FOOD		519.60
P CARD MISC	SUPPLIES		64.54
PEPSI BEVERAGES CO	FOOD		874.12
PICKLED PIG	FOOD		2,719.46
PIZZA RANCH WATERTOWN	FOOD		163.98
Q HOLDINGS LLC	SERVICES		4,744.00
RUNNINGS FARM & FLEET	SUPPLIES		14.76
SD DEPARTMENT OF REVENUE	TAXES		658.79
US FOODS INC	SUPPLIES		13,874.85
		Fund 57 Total:	**51,328.06**
TOTAL			**3,548,810.05**

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC:	Invoice Amount
PCARDMISC	P CARD MISC	20240822	CRAZY NEON SUPPLIES	08/09/2024	09/10/2024	1	333	X	522.15
PCARDMISC	P CARD MISC	20240822-0001	STEM TEACHERS CLUB SUPPLIES	08/13/2024	09/10/2024	1	333	X	144.00
PCARDMISC	P CARD MISC	20240822-0002	LINKEDPHONE CHARGES	08/02/2024	09/10/2024	1	333	X	19.99
PCARDMISC	P CARD MISC	20240822-0003	PLAYHOUSE REFUND	07/17/2024	09/10/2024	1	333	X	(1,186.80)
PCARDMISC	P CARD MISC	20240822-0004	PLAYHOUSE REFUND	07/18/2024	09/10/2024	1	333	X	(1,370.80)
PCARDMISC	P CARD MISC	20240822-0005	BRAVO REFUND	07/18/2024	09/10/2024	1	333	X	(1,555.00)
PCARDMISC	P CARD MISC	20240822-0006	FLOCODE SUPPLIES	07/19/2024	09/10/2024	1	333	X	298.00
PCARDMISC	P CARD MISC	20240822-0007	EVENTBRITE SUPPLIES	07/31/2024	09/10/2024	1	333	X	266.59
PCARDMISC	P CARD MISC	20240822-0008	EVENTBRITE SUPPLIES	08/01/2024	09/10/2024	1	333	X	175.00
PCARDMISC	P CARD MISC	20240822-0009	AHA SHOP CPR	08/01/2024	09/10/2024	1	333	X	4,345.50
PCARDMISC	P CARD MISC	20240822-0010	GLOBAL SUPPLY EXCHANGE SUPPLIES	08/09/2024	09/10/2024	1	333	X	345.00
PCARDMISC	P CARD MISC	20240822-0011	BEST WESTERN LODGING	08/09/2024	09/10/2024	1	333	X	236.62
PCARDMISC	P CARD MISC	20240822-0012	NACHW CONFERENCE	08/12/2024	09/10/2024	1	333	X	75.00
PCARDMISC	P CARD MISC	20240822-0013	UPFRAME CREATIVE SUPPLIES	08/19/2024	09/10/2024	1	333	X	195.00
PCARDMISC	P CARD MISC	20240822-0014	IN DIESEL DIAGNOSTIC SUPPLIES	08/12/2024	09/10/2024	1	333	X	995.00
PCARDMISC	P CARD MISC	20240826	DRAMATIC PUBLISHING SUPPLIES	07/19/2024	09/10/2024	1	333	X	20.90
PCARDMISC	P CARD MISC	20240826-0001	FOREIGN AFFAIRS SUPPLIES	07/22/2024	09/10/2024	1	333	X	49.95
PCARDMISC	P CARD MISC	20240826-0002	CONTAINERSTORE SUPPLIES	08/06/2024	09/10/2024	1	333	X	228.93
PCARDMISC	P CARD MISC	20240826-0003	HAMPTON INN LODGING	07/31/2024	09/10/2024	1	333	X	(6.00)
PCARDMISC	P CARD MISC	20240826-0004	HAMPTON INN LODGING	07/31/2024	09/10/2024	1	333	X	427.23
PCARDMISC	P CARD MISC	20240826-0005	HAMPTON INN LODGING	08/06/2024	09/10/2024	1	333	X	(33.07)
PCARDMISC	P CARD MISC	20240828	ELEMENT RENTAL	07/24/2024	09/10/2024	1	333	X	132.75
PCARDMISC	P CARD MISC	20240828-0001	ELEMENT RENTAL	07/24/2024	09/10/2024	1	333	X	132.75
PCARDMISC	P CARD MISC	20240828-0002	SIOUX FALLS CHAMBER CONFERENCE	07/26/2024	09/10/2024	1	333	X	100.00
PCARDMISC	P CARD MISC	20240828-0003	LSP THE MARKET SUPPLIES	07/29/2024	09/10/2024	1	333	X	8.29
PCARDMISC	P CARD MISC	20240828-0004	RED ROOSTER COFFEE HOUSE SUPPLIES	07/29/2024	09/10/2024	1	333	X	8.60
PCARDMISC	P CARD MISC	20240828-0005	COUNTY FAIR FOOD	08/15/2024	09/10/2024	1	333	X	95.31
PCARDMISC	P CARD MISC	20240828-0006	ST PAUL FLIGHT SUPPLIES	07/18/2024	09/10/2024	1	333	X	162.89
PCARDMISC	P CARD MISC	20240828-0007	ADAMS CITY SUPPLIES	07/20/2024	09/10/2024	1	333	X	35.73
PCARDMISC	P CARD MISC	20240828-0008	COLGAN AIR SUPPLIES	07/20/2024	09/10/2024	1	333	X	153.63
PCARDMISC	P CARD MISC	20240828-0009	REDWOOD FALLS AIR SUPPLIES	07/22/2024	09/10/2024	1	333	X	80.20
PCARDMISC	P CARD MISC	20240828-0010	REDWOOD FALLS AIRPORT SUPPLIES	07/22/2024	09/10/2024	1	333	X	35.11
PCARDMISC	P CARD MISC	20240828-0011	OPEN AI CHARGES	07/21/2024	09/10/2024	1	333	X	20.00
PCARDMISC	P CARD MISC	20240828-0012	OPEN AI CHARGES	07/21/2024	09/10/2024	1	333	X	20.00
PCARDMISC	P CARD MISC	20240828-0013	SCASD CONFERENCE	07/22/2024	09/10/2024	1	333	X	80.00
PCARDMISC	P CARD MISC	20240828-0014	ROYAL SONESTA LODGING	07/23/2024	09/10/2024	1	333	X	593.19
PCARDMISC	P CARD MISC	20240828-0015	ROYAL SONESTA LODGING	07/23/2024	09/10/2024	1	333	X	593.19

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC:	Invoice Amount
PCARDMISC	P CARD MISC	20240828-0016	SUPREMUSSTORE SERVICES	07/31/2024	09/10/2024	1	333	X	93.99
PCARDMISC	P CARD MISC	20240828-0017	OPEN AI CHARGES	08/05/2024	09/10/2024	1	333	X	20.00
PCARDMISC	P CARD MISC	20240828-0018	TWILIO CHARGES	08/05/2024	09/10/2024	1	333	X	89.95
PCARDMISC	P CARD MISC	20240828-0019	TWILIO CHARGES	08/07/2004	09/10/2024	1	333	X	57.87
PCARDMISC	P CARD MISC	20240828-0020	ZOOM CHARGES	08/10/2024	09/10/2024	1	333	X	149.90
PCARDMISC	P CARD MISC	20240828-0021	INTUIT QUICKBOOKS	08/13/2024	09/10/2024	1	333	X	69.03
PCARDMISC	P CARD MISC	20240828-0022	DROPBOX CHARGES	08/15/2024	09/10/2024	1	333	X	127.31
PCARDMISC	P CARD MISC	20240828-0023	LINGO CHARGES	08/16/2024	09/10/2024	1	333	X	29.70
PCARDMISC	P CARD MISC	20240828-0024	LINKEDIN CHARGES	08/18/2024	09/10/2024	1	333	X	19.99
PCARDMISC	P CARD MISC	20240828-0025	ADOBE CHARGES	08/19/2024	09/10/2024	1	333	X	419.88
PCARDMISC	P CARD MISC	20240830	SMORE.COM SUPPLIES	08/04/2024	09/10/2024	1	333	X	99.00
PCARDMISC	P CARD MISC	20240904	BP FUEL	07/29/2024	09/10/2024	1	333	X	22.01
PCARDMISC	P CARD MISC	20240904-0001	BP FUEL	07/29/2024	09/10/2024	1	333	X	44.70
PCARDMISC	P CARD MISC	20240904-0002	ADORAMA SUPPLIES	08/08/2024	09/10/2024	1	333	X	263.38
PCARDMISC	P CARD MISC	20240904-0003	NEPTUNE SUPPLIES	07/24/2024	09/10/2024	1	333	X	1,800.00
PCARDMISC	P CARD MISC	20240904-0004	NFHS CHARGES	08/05/2024	09/10/2024	1	333	X	455.00
PCARDMISC	P CARD MISC	20240904-0005	KNOX CO SUPPLIES	08/07/2024	09/10/2024	1	333	X	1,312.00
PCARDMISC	P CARD MISC	20240904-0006	ALDI FOOD	08/08/2024	09/10/2024	1	333	X	37.70
PCARDMISC	P CARD MISC	20240904-0007	ALDI FOOD	08/15/2024	09/10/2024	1	333	X	26.84

Report Total: 11,583.08

WATERTOWN SCHOOL DISTRICT
PERSONNEL REPORT K-12
September 2024

RESIGNATIONS
Samuel Foust – Part-Time Custodian, Lincoln
Jennah Dunlap – Food Service, Intermediate School
Wayne Boardman – Custodian, High School
James Pischke – Part-Time Custodian, Middle School
Lacey Sell – Special Education Paraprofessional, Intermediate School
Cali Seaboy – 1:1 Special Education Paraprofessional, Middle School

TERMINATION
Mariah Sandburg – Part-Time Custodian, Lincoln

AUTHORITY TO HIRE
1:1 Paraprofessional

CONTRACT RECOMMENDATIONS/ ADDENDUM
Dawn Berner – Lane change from MS to MS+16 $1,690.00 – Total contract $77,236.00
Melissa Todd – Lane change from BS to BS+16 $1,290.00 – Total contract $64,842.00
Chelsea Brink – Lane change from BS+16 to BS+38 $1,850.00 – Total contract $66,019.00
Denise Allen – Lane change from BS+16 to BS+38 $1,850.00 – Total contract $60,967.00
Lisa McIntire – Lane change from BA to BA+16 $1,290.00 – Total contract $52,302.00
Erica Hurkes – Part-Time Custodian, Lincoln – 19 hours/week @ $17/hour
Brooke Stark – Mandt Training – 4 hours @ $25/hour - $100.00
Kristi Koll – Mandt Training – 4 hours @ $25/hour - $100.00
Mary Dailey – SLC Paraprofessional, Jefferson – 7.5 hours/day @ $15.60/hour
Chloe Ludvigson – Classroom Paraprofessional, Jefferson – 5.5 hours/day @ $15.60/hour
Alexus Karpinske – Part-Time Custodian, Mellette – 5.5 hours/day @ $15.60/hour
Gail Krueger – Part-Time Food Service, Intermediate School – 3 hours/day @ $15.60/hour
Jill Schmidt – 1:1 Special Education Paraprofessional, Jefferson – 7.5 hours/day @ $15.60/hour
Lynn Osthus – Accompanist, Middle School – 149 hours @ $21.55/hour - $3,210.95
Lynn Osthus – Accompanist, High School – 219 hours @ $21.55/hour - $4,719.45
Lynn Osthus – Accompanist, Intermediate School – 4 hours @ $21.55/hour - $517.20
Clay Busskohl – After School Detention – 163 hours @ $34/hour - $5,542.00
Stephanie Hageman – Night School – 210 hours @ $34/hour - $7,140.00
Jennifer Burns – Night School – 210 hours @ $34/hour - $7,140.00
William Gripentrog – After School Study Hall – 153 hours @ $34/hour - $5,202.00
Kris O'Brien – After School Study Hall – 153 hours @ $34/hour - $5,202.00
William Gripentrog – ACT Prep Sessions – 16 hours @ $34/hour - $544.00
Steve O'Brein – ACT Prep Sessions – 16 hours @ $34/hour - $544.00
Tricia Gerlach – ACT Prep Sessions – 16 hours @ $34/hour - $544.00
Danielle Harms – Advisory Facilitator – 20 hours @ $26/hour - $520.00
Stephanie Hageman – School Improvement Team – 20 hours @ $26/hour - $520.00
Chelsea Brink – School Improvement Team – 20 hours @ $26/hour - $520.00
Sharese Jensen – Educators Rising – 50 hours @ $26/hour - $1,300.00
Sharese Jensen – HS Student Teacher Mentor – 100 hours @ $26/hour - $2,600.00
Holly Grimsrud – B-3 Special Education Instructor/Evals – 11 hours @ $33/hour - $363.00
Killian Larson – Student Helper - Custodian, Middle School – 19 hours/week @ $15/hour
Ty Schlimgen – Student Helper – Custodian, Lincoln – 19 hours/week @ $15/hour

REQUEST FOR STIPEND REIMBURSEMENT
Chelsea Brink – 9 credits @ $108/credit
Carter Buelow – 6 credits @ $108/credit

Amanda Spaniol – 6 credits @ $108/credit
Abby Turbak – 12 credits @ $108/credit
Kayla Prasek – 9 credits @ $108/credit

WATERTOWN SCHOOL DISTRICT

SPECIAL SERVICES

Dr. Jennifer Bollinger
Director of Special Services
200 9th St NE | Watertown, SD 57201
Phone: 605-882-6398 | Fax: 605-882-5034
Email: jennifer.bollinger@k12.sd.us

To the Watertown School Board,

Subject: Request for Authority to Hire a One-on-One Paraprofessional

Dear Members of the Board,

I am writing to formally request your approval to initiate the hiring process for a one-on-one paraprofessional for our school district. This will be a 7.5 hour position.

I kindly request the Board's authorization to proceed with the hiring process. We are committed to finding qualified, compassionate, and dedicated professionals who share our vision of providing exceptional support to our students. We are prepared to initiate the recruitment process immediately upon receiving your approval.

Thank you for considering this request. We are eager to move forward with your support to ensure that our students continue to receive the best possible care and support.

Warm Regards,

Jen Bollinger
Director of Special Education

6.3.1. Consider Change Order #2-Athletic Complex Phase II

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
CONSULTANT ☒

PROJECT:
Watertown School District Athletic Complex Phase 2
Watertown, SD

OWNER:
Watertown School District 14-4

TO CONTRACTOR:
Hasslen Construction
45 1st St SE
Ortonville, MN 56278

CHANGE ORDER NO.: 02

DATE OF ISSUANCE:
September 4, 2024

ARCHITECT:
CO-OP Architecture
440 E 8th Street, Suite 221
Sioux Falls, SD 57103

CONTRACT DATE:
November 13, 2023

You are hereby authorized and directed to make the changes to your contract with the Watertown School District covering the above project, as described below:

RFP #02 – Decorative fencing revision to Montage Plus Commercial	**DEDUCT ($28,061.00)**
RFP #04R – Cost correction for revising grandstand deck	**DEDUCT ($1,418.10)**
RFP #05R – Cost correction for Added scope for water cap in street, per WMU	**ADD ($603.00)**
RFP #09 – Painted risers for grandstands	**ADD ($30,480.00)**

Additional Contract Days and Revised Substantial Completion Date: 0 Days - July 12, 2025

For the labor, material and any other necessary costs to make the change or for omitting labor and material and any other costs, you will be allowed the additions or deductions to the amount of your contract as follows:

ORIGINAL CONTRACT AMOUNT	$ 10,839,400.00
CONTRACT AMOUNT TO DATE	$ 10,770,915.20
ADDITION TO CONTRACT	$ 31,083.00
DEDUCTION FROM CONTRACT	$ ($29,479.10)
NET CONTRACT	$ 10,772,519.10

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
CONSULTANT ☒

It is hereby understood that the provisions of the contract will not be otherwise changed or affected by this order.

RECCOMENDED BY

CO-OP ARCHITECTURE
Architect/Engineer

Jason Kann 9/4/24
Jason Kann, AIA (Date)
Architect

ACCEPTED BY

Hasslen Construction	WATERTOWN SCHOOL DISTCICT
General Contractor	
Brent Hasslen (Date)	Heidi Clausen (Date)
Project Manager	Business Manager

WATERTOWN HIGH SCHOOL – ATHLETIC COMPLEX – PHASE 2
CHANGE ORDER #02 – EXECUTIVE SUMMARY

RFP's

2. **Decorative fencing revision to Montage Plus Commercial**
    a. Per coordination with supplier on value engineering items, a deduct was proposed to switch the decorative fencing to the Montage Plus Commercial in lieu of Montage II Industrial. We recommended accepting this deduct.
    DEDUCT ($28,061.00)
4. **Revised - Furring Revise grandstand deck to interlocking anodized aluminum deck**
    a. South Dakota Excise tax was not included in the previous deduct, this revised RFP is to deduct that cost.
    DEDUCT ($1,418.10)

5. **Revised - Added scope for water cap in street, per WMU**
    a. General contractor markup and South Dakota Excise Tax was not included in the previous add, this revised RFP is to add that cost.
    ADD ($603.00)

9. **Painted risers for grandstands**
    a. Per discussion with the Owner, this cost is an add to powder coat the risers for the grandstand to be a custom purple color. The risers for the stairs would also be powder coated a standard gold color.
    ADD ($30,480.00)

Total from previous Change Orders =	($68,484.80)
Total from Change Orders including #2 =	($66,880.90)
Approved Construction Contingency =	$525,870.00
Remaining Construction Contingency =	$592,750.90

Presence

Empowering all who serve students with diverse needs

Presence.com

Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with Watertown School District 14-4 - SD to implement comprehensive teletherapy programs that support students with diverse needs. As the leading provider of online special education-related services since 2009, Presence has pioneered teletherapy solutions with schools across the country.

6M+
sessions delivered

~10K
schools supported

2,000+
clinicians in network

From special education services to mental health counseling, we bring customized solutions to your district

We offer a full range of remote services (from observations and assessments to counseling and therapy) that help meet your district's speech-language, occupational, psychoeducational and mental health service needs.

Our clinical network brings a complete scope of practice to support schools with services that include:

- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Virtual classroom push-in services
- Completing paperwork for IEPs, review of records and Medicaid billing

Solutions customized for diverse needs—backed by school-based experience and innovative technology

Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®*
- Customized teletherapy plans are based on your district's diverse student and staffing needs

Clinically-led teams, trusted by ~10,000 schools

- Our national network of 2,000+ licensed speech-language pathologists, occupational therapists, school psychologists, and mental health clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a dedicated clinical support team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems

Innovative technology, built specifically for students

- An award-winning, interactive teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more*
- Track student attendance to therapy sessions, documentation and progress to ensure compliance with IDEA
- HIPAA and FERPA compliant teletherapy platform technology

**All product names and registered trademarks are the property of their respective owners.*

kanga
by Presence

Give your district team tools to conduct their own therapy sessions with Kanga. Built-in tools reduce the time and stress of scheduling, caseload management, data organization, and session planning. Students and clinicians can engage in a collaborative, virtual space with access to thousands of curated articles, games, and digital assessments.

Service Order

PRESENTED TO

Jennifer Bollinger

Director of Special Needs

Watertown School District 14-4 - SD

ISSUE DATE

7/29/2024

BY

Michael Lowers

Senior Customer Success Manager - Central

mike.lowers@presence.com

Presence

Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and Watertown School District 14-4 - SD. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

7/1/2024 - 6/30/2025

	ANNUAL EST
Weekly Dedicated Services Weekly Hours: 53.00 Weekly Subtotal: $4,081.00 Weeks of Service: 35.00 Dedicated Services Period: 8/28/2024-5/16/2024	**$142,835.00**
Estimated Annual Clinical Services Coordination Fee*	**$4,999.23**
Estimated Total Program Implementation Fee**	**$6,500.00**
Total Estimated Cost	ANNUAL **$154,334.23**

** Service Coordination Fee is billed monthly beginning in the first month in which Services are rendered.*
*** Implementation fee is a one-time fee, billed upon the Service Order Execution Date.*

Presence

Service Order Details

SERVICE ORDER TERM

7/1/2024 - 6/30/2025

Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Speech-language therapy	$77.00	53.00	$4,081.00
	Weekly total of Clinical Services	53.00	$4,081.00
	Weeks		35.00

Estimated Dedicated Services Costs (annual) **$142,835.00**

- - - Continued on next page - - -

Presence

Service Order Details

SERVICE ORDER TERM

7/1/2024 - 6/30/2025

Flexible hourly rates with Dedicated Services

Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in this Service Order.

Clinical Services	Per hour
Speech-language therapy	$85.00

- - - Continued on next page - - -

Assessment Components

	Per Service
SLP Assessments Bundle	
Screening by SLP	$77.00
Bilingual Screening by SLP	$129.00
Evaluation Coordination and Results Summary by SLP	$265.00
Evaluation Coordination and Results Summary by Bilingual SLP	$300.00
Review of Records by SLP	$129.00
Additional Assessment by SLP	$75.00
Articulation Standard Assessment by SLP	$113.00
Auditory Processing Assessment by SLP	$124.00
Early Childhood Language Assessment by SLP	$170.00
Fluency Standard Assessment by SLP	$155.00
Language Standard Assessment by SLP	$221.00
Pragmatic Language Standard Assessment by SLP	$129.00
Phonological Process Analysis by SLP	$65.00
Phonological Processing Assessment by SLP	$113.00
Supplemental Language Screener by SLP	$60.00
Spanish Language Standard Assessment by SLP	$221.00
Spanish Language Select Subtests by SLP	$93.00
Spanish Auditory Processing Select Subtests by SLP	$126.00
Additional Bilingual Assessment by SLP	$93.00
Spanish Articulation Measures (SAM) by SLP	$88.00
Spanish Articulation Standard Assessment by SLP	$103.00
Extended Coordination by SLP	$65.00
Language Difference vs. Disorder Analysis by SLP	$98.00
Unplanned Student Absence SLP	$52.00
Parent Interview by SLP	$65.00
Teacher Interview by SLP	$65.00
Student Interview by SLP	$65.00
Results Meeting by SLP	$129.00
Bilingual Evaluation: Special Considerations	$34.00
Desired Results Development Profile Component-DRDP (CA only)	$129.00
Rating Scale Assessment by SLP	$129.00
AAC Evaluation: Special Considerations	$34.00
AAC: Device analysis	$65.00
AAC: Device trial	$34.00
AAC: Feature matching trials	$34.00
Speech-Language Sample by SLP	$129.00
Observation by SLP	$98.00
Schoolwide Support by SLP	$70.00

Goal Writing by SLP	$55.00
Additional Bilingual Meeting by SLP	$55.00
Additional Bilingual Paperwork by SLP	$55.00
Additional Requested Meetings by SLP	$55.00
Additional Requested Paperwork by SLP	$55.00
Bilingual Parent Interview by SLP	$55.00
Bilingual Results Meeting by SLP	$110.00
Bilingual Student Interview by SLP	$55.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PresenceLearning, Inc.	**Customer**
DocuSigned by: B0FCF67C76C3423...	DocuSigned by: Jennifer Bollinger 304F3E858EFF479...
By	By
Anthony Alejandre	Jennifer Bollinger
Name	Name
Vice President, Customer Success	Director of Special Services
Title	Title
2024-07-29	2024-08-08
Date	Date

Amendment to Clinical Services Schedule

This Amendment ("Amendment"), between PresenceLearning, Inc. ("Presence") and Watertown School District 14-4 - SD ("Customer"), amends the Clinical Services Schedule to the Master Services Agreement (the "MSA") between Presence and Customer and is effective as of the date of the latter below signature (the "Effective Date"). Capitalized terms used in this Amendment and not defined shall have the meanings set forth in the MSA.

WHEREAS, the parties desire to amend the Clinical Services Schedule.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Amendment to Clinical Services Schedule. Section 2 of the Clinical Services Schedule (titled Fees and Payment Terms) is hereby amended and restated in its entirety to read as below set forth:

"2. Fees and Payment Terms. Customer shall pay all Fees as specified in the applicable Service Order. Fees for Clinical Services include the use of Platform for Customer's student users and staff (collectively, "Authorized Users").

2.1 Annual Flat Fee. The Service Order may provide for the payment of all, or a portion of, the Fees set forth in the applicable Service Order upon execution of the Agreement, if so, all such Fees shall be non-refundable.

2.2 Weekly Dedicated Hours.

2.2.1 Dedicated Services Period; Available Clinicians. The Service Order may provide for a specified number of hours per week (collectively, "Weekly Dedicated Hours") of dedicated Clinical Services (collectively, "Weekly Dedicated Services") for a specified number of weeks (the "Dedicated Services Period"). During the Dedicated Services Period, Customer will be charged for the Weekly Dedicated Hours for Clinicians qualified to provide the applicable Clinical Services within the Customer's state (each, an "Available Clinician").

2.2.2 Additional Verifications and Credentialing. If Customer requires an Available Clinician to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed using Weekly Dedicated Hours, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer's sole cost and expense.

2.2.3 Initial Assessments. Weekly Dedicated Services shall include initial assessments for the applicable Weekly Dedicated Services and all such initial assessments shall be conducted within the Weekly Dedicated Hours.

2.2.4 Speech-Language Pathology Therapy Specializations. Speech-language pathology Weekly Dedicated Services shall include Services for students requiring Augmentative Alternative Communication (AAC), American Sign Language (ASL), Deaf and Hard of Hearing (DHH), and Visually Impaired (VI) assistance.

2.2.5 Additional Services. Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in the Service Order. Any assessments conducted outside of Weekly Dedicated Hours shall be invoiced on a per component basis at the applicable rate(s) set forth in the Service Order.

2.3 Flexible Hours.

2.3.1 Flexible Hourly Services. The Service Order may provide for flexible hourly services ("Flexible Hourly Services") for a particular Service, the applicable Fees for which shall be based on a per hour, per Clinician basis.

2.3.2 Additional Verifications and Credentialing. If Customer requires any Clinician providing Flexible Hourly Services to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed at the applicable hourly rate, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer's sole cost and expense.

2.3.3 Clinician Availability. Presence will use commercially reasonable efforts to provide the Flexible Hourly Services throughout the Service Order Term.

2.3.4 Unplanned Student Absences. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be invoiced at the applicable rate set forth in the Service Order.

2.4 Assessments. If applicable, the Service Order may specify that Presence will provide assessments (e.g., behavioral mental health, occupational therapy, Psychoeducational, speech-language pathology, etc.). The applicable rates for assessments will be set forth in the Service Order.

2.5 Assessment Commitment. Except with respect to Psychoeducational Assessments, the Service Order may specify a minimum assessment fee (the "Assessment Commitment Fee") for (i) behavioral and mental health assessments (each, a "BMH Assessment" and, collectively, "BMH Assessments"), (ii) occupational assessments (each, an "OT Assessment" and, collectively, "OT Assessments"), and/or (iii) speech-language pathology assessments (each, an "SLP Assessment" and, collectively, "SLP Assessments") for the Service Order Term. Screenings, review of records, and evaluations may count towards the Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Assessment Commitment Fee with the actual fees billed for the applicable BMH Assessments, OT Assessments, and/or SLP Assessments, and Customer will be invoiced for the difference between the Assessment Commitment Fee and the actual assessment fees billed. After the Customer has met the Assessment Commitment Fee, additional Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.

2.6 Psychoeducational Assessment Commitment. The Service Order may specify a minimum fee (the "Psychoeducational Assessment Commitment Fee") for psychoeducational assessments (each, a "Psychoeducational Assessment" and, collectively, "Psychoeducational Assessments") for the Service Order Term. At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed. After the Customer has met the Psychoeducational Assessment Commitment Fee, additional Psychoeducational Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.

2.7 Supporting Documentation. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin providing Clinical Services.

2.8 Program Implementation Fee. At the beginning of the Service Order Term, Presence will invoice Customer for a non-refundable Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures, and gathering data to create service handbooks. Customer will be invoiced for a Program Implementation Fee for each additional clinical discipline of Services purchased during the Service Order Term.

2.9 Service Coordination Fee. Beginning in the first month in which Services are provided, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to Clinicians."

2. Remaining Terms. Except as specifically modified or amended by this Amendment, the remaining terms and conditions of the Clinical Services Schedule shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PRESENCELEARNING, INC:		**CUSTOMER:**	
By:	DocuSigned by: B0FCF67C76C3423...	By:	DocuSigned by: Jennifer Bollinger 304F3E858EFF479...
Name:	Anthony Alejandre	Name:	Jennifer Bollinger
Title:	Vice President, Customer Success	Title:	Director of Special Services
Date:	2024-07-29	Date:	2024-08-08

RESOLUTION

WHEREAS, the Watertown School District declares the following District vehicles no longer necessary, useful or suitable for the purpose of which it was acquired,

AND WHEREAS, the following items are to be disposed of:

140 Desks	192 Student Chairs	8 Teacher Desks
17 Office Chairs	38 Assorted Tables	3 Kidney Tables
4 Lunch Tables	40 File Cabinets	3 Book Cases
3 Easel Marker Boards	13 Dividers	12 Desk Peddlers
10 Roller Carts	1 Dehumidifier	6 Music Risers
1 Cassette Recorder	1 Projector	4 Podiums
1 Metal Coat Tree	1 Wood Cabinet	1 Wood Mailbox
1 Wood Shelf	1 Metal Bookshelf	
1 Wheelchair	2 Kitchen Warmers	

BE IT RESOLVED, that the Business Manager of the Watertown School District be authorized to surplus of the listed furniture and equipment as allowed by statue.

____

Presiding Officer

____

Business Manager

Policy File: ACAA

Watertown School District 14-4

SEXUAL HARASSMENT

Nondiscrimination. The Watertown School District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The Watertown School District's Title IX Coordinator may be contacted at Title IX Coordinator, 200 9th St NE, 605-882-6328. The Watertown School District's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at www.watertown.k12.sd.us. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

Publication Notice. The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The Watertown School District prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: https://www.watertown.k12.sd.us/page/title-ix-information

Retaliation Prohibited. Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

Definitions. As used in this policy, the following terms are defined as follows:

Complainant means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

Complaint means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged sex discrimination under Title IX.

Consent for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

Respondent means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

Sex-based harassment prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

Quid pro quo harassment. An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

Hostile environment harassment. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and

- Other sex-based harassment in the school district’s education program or activity.

Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

Sex Offenses, Forcible—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape—**(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy—**Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object—**To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling—**The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

Sex Offenses, Non-forcible—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest—**Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape—**Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

Domestic violence meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or
    - Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

Response to Sex-based Harassment.

All Employees. All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

Title IX Coordinator. The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

Supportive Measures. The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

Requests to Modify Supportive Measures. A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

Students with Disabilities. If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

Emergency Removal. The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave. The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

Informal Resolution. The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

Grievance Procedures to Resolve Complaints of Sex Discrimination. Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

Complaint. Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

Complaint by Coordinator. In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.

Consolidation of Complaints. The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

Basic Procedures. This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	**Target Duration** (calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

Notice of Allegations. Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

Complaint Investigation. The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Relevant and Permissible Evidence. The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself

demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

Determining Whether Sex Discrimination Occurred. The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;
- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

Dismissal of a Complaint. A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

Notice of Appeal Filed By Party. The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

Appeals of Dismissals. If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

Appeal Decision. The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

Disciplinary Sanctions and Remedies. If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

Recordkeeping. The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

Policy
Adopted: 12/96
Revised: 8/9/99; 11/13/00; 4/14/08; 5/12/08; 3/23; 9/24
Reviewed: 07/19; 3/23; 9/24

Policy File: IJNDC

Watertown School District 14-4

INTERNET SAFETY POLICY

I. Introduction:
The Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h)(5), and South Dakota Consolidated Statutes Section 22-24-55 require public schools to implement certain measures and actions to ensure that students are restricted from accessing inappropriate materials online using school-owned computers. This policy is adopted to implement these state and federal requirements.

II. Internet Safety
It is the policy of the Watertown School District 14-4 to protect computer users from harassment and unwanted or unsolicited electronic communications. Any network user who receives threatening or unwelcome electronic communications or inadvertently visits or accesses an inappropriate site shall report such immediately to a teacher or administrator.

A. The organization has implemented a technology protection measure that blocks access to inappropriate matter such as child pornography, obscene material, and material that is harmful to minors.
B. In order to protect their safety and security of its students, network users are prohibited from revealing personal information to other users when engaging in online activities including but not limited to chat rooms, email, and social networking web sites.
C. All network users are prohibiting from hacking and engaging in any unlawful online activity.
D. All network users are prohibited from disclosing or disseminating personal information without proper authorization regarding minors.
E. All network users are prohibited from accessing sites or online materials that are blocked by the technology protection measure.

III. Implementation of Technology Protection Measure
A. All school owned computers (used on campus) must be equipped with a technology protection measure.
B. All Student issued machines will be protected via filter during off-campus use.

IV. Acceptable Use Policy

Each network user shall be required to sign an Acceptable Use Policy annually. The Acceptable Use Policy shall implement this Internet Safety Policy. Violation of this policy and/or the Acceptable Use Policy shall be subject appropriate discipline and sanctions.

V. Monitoring of Online Activities

It shall be the responsibility of all personnel of the Watertown School District 14-4 to monitor students' online activities and use of the network to ensure that their use is in compliance with CIPA and this Internet Safety Policy. (CIPA is the Children's Internet Protection Act)

VI. Cyperbullying and Appropriate Online Education

Students will be educated annually about appropriate on-line behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.

VII. Definitions Used in this Policy

A. Minor: The term "minor" means any individual who has not attained the age of 17 years.

B. Obscene: The term "obscene" is defined as material – (1) the dominant theme of which, taken as a whole, appeals to the prurient interest; (2) which is patently offensive because it affronts contemporary community standards relating to the description or representation of sado-masochistic abuse or sexual conduct; and (3) lacks serious literary, artistic, political, or scientific value.

C. Child pornography: The term "child pornography" is a visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct; such visual depiction is a digital image, computer image, or computer-generated image that is, or is distinguishable from, that of a minor engaging in sexually explicit conduct; or such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.

D. Harmful to minors: The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that-(i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (ii)depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and, (iii)taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

E. Technology protection measure: The term "technology protection measure" means a specific technology that blocks or filters Internet access to the material that is obscene, contains child pornography and/or is harmful to minors.

F. Computer: Any electronic device that has the ability to connect to the Internet including, but not limited to desktop computers, laptop computers, tablet computers and electronic book readers.

ADOPTED TO COMPLY WITH THE CHILDREN'S INTERNET PROTECTION ACT AND SOUTH DAKOTA CONSOLIDATED STATUTES SECTION 22-24-55

Policy
Adopted: 7/11/05
Revised: 2/14/11; 9/24

7.1.1. Enrollment

ENROLLMENT REPORT										
	September 3	October 1	November 1	December 2	January 2	February 3	March 3	April 1	May 1	Last Day of School
JK/KG	232	0	0	0	0	0	0	0	0	0
1st Grade	218	0	0	0	0	0	0	0	0	0
2nd Grade	246	0	0	0	0	0	0	0	0	0
3rd Grade	253	0	0	0	0	0	0	0	0	0
4th Grade	257	0	0	0	0	0	0	0	0	0
TOTAL ELEMENTARY	**1206**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
5th Grade	260	0	0	0	0	0	0	0	0	0
6th Grade	279	0	0	0	0	0	0	0	0	0
TOTAL	**543**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
7th Grade	281	0	0	0	0	0	0	0	0	0
8th Grade	304	0	0	0	0	0	0	0	0	0
TOTAL	**587**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
9th Grade	333.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10th Grade	323.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11th Grade	280.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12th Grade	304.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WHS	**1,241.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
GRAND TOTAL	**3,577.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
JEFFERSON										
1 Swenson	23	0	0	0	0	0	0	0	0	0
1 Tisher	23	0	0	0	0	0	0	0	0	0
1 Allen	22	0	0	0	0	0	0	0	0	0
2 Nelson	19	0	0	0	0	0	0	0	0	0
2 Johnson	21	0	0	0	0	0	0	0	0	0
2 Wientjes	20	0	0	0	0	0	0	0	0	0
2 Swenson	20	0	0	0	0	0	0	0	0	0
2 Gades	18	0	0	0	0	0	0	0	0	0
3 Stoick	22	0	0	0	0	0	0	0	0	0
3 Turbak	23	0	0	0	0	0	0	0	0	0
3 Deutsch	23	0	0	0	0	0	0	0	0	0
3 Jahn	23	0	0	0	0	0	0	0	0	0
4 Hogue	26	0	0	0	0	0	0	0	0	0
4 Wietzema	27	0	0	0	0	0	0	0	0	0
4 Bakken	25	0	0	0	0	0	0	0	0	0
TOTAL	**335**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
LINCOLN										
1 Clark	21	0	0	0	0	0	0	0	0	0
1 Schieber	21	0	0	0	0	0	0	0	0	0
1 Vega	22	0	0	0	0	0	0	0	0	0
1 Griffith	22	0	0	0	0	0	0	0	0	0
2 Struckman	21	0	0	0	0	0	0	0	0	0
2 Schlimgen	21	0	0	0	0	0	0	0	0	0
2 Gaikowski	21	0	0	0	0	0	0	0	0	0
2 Lane	21	0	0	0	0	0	0	0	0	0
3 Baldwin	24	0	0	0	0	0	0	0	0	0
3 Hanson	22	0	0	0	0	0	0	0	0	0
3 Wientjes	23	0	0	0	0	0	0	0	0	0
3 Heller	23	0	0	0	0	0	0	0	0	0
4 Taecker	25	0	0	0	0	0	0	0	0	0
4 Olson	25	0	0	0	0	0	0	0	0	0

4 Schmidt	26	0	0	0	0	0	0	0	0	0
4 Boettcher	25	0	0	0	0	0	0	0	0	0
TOTAL	**363**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
MCKINLEY										
EC	17	0	0	0	0	0	0	0	0	0
PK Blaha	28	0	0	0	0	0	0	0	0	0
PK Dilworth	16	0	0	0	0	0	0	0	0	0
PK Mack/Grimsrud	28	0	0	0	0	0	0	0	0	0
K/1 Gilmour	20	0	0	0	0	0	0	0	0	0
K/1 Krause	21	0	0	0	0	0	0	0	0	0
KG Asmussen	20	0	0	0	0	0	0	0	0	0
KG Fjeldheim	21	0	0	0	0	0	0	0	0	0
KG Flatten	22	0	0	0	0	0	0	0	0	0
KG Foust	20	0	0	0	0	0	0	0	0	0
KG Geist	22	0	0	0	0	0	0	0	0	0
KG Miley	21	0	0	0	0	0	0	0	0	0
KG Pieper	20	0	0	0	0	0	0	0	0	0
KG St. Sauver	21	0	0	0	0	0	0	0	0	0
KG Zemlicka	21	0	0	0	0	0	0	0	0	0
TOTAL	**318**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
MELLETTE										
1 VanderZee	18	0	0	0	0	0	0	0	0	0
1 Anderson	21	0	0	0	0	0	0	0	0	0
1 Solum	19	0	0	0	0	0	0	0	0	0
2 Kannas	20	0	0	0	0	0	0	0	0	0
2 Lawrence	21	0	0	0	0	0	0	0	0	0
2 Clausen	22	0	0	0	0	0	0	0	0	0
3 Kahnke	23	0	0	0	0	0	0	0	0	0
3 VanWell	23	0	0	0	0	0	0	0	0	0
3 Miller	23	0	0	0	0	0	0	0	0	0
4 Merriam	24	0	0	0	0	0	0	0	0	0
4 Ross	25	0	0	0	0	0	0	0	0	0
4 Kluver	26	0	0	0	0	0	0	0	0	0
TOTAL	**265**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
SUNRISE COLONY										
KG	3	0	0	0	0	0	0	0	0	0
1	6	0	0	0	0	0	0	0	0	0
2	1	0	0	0	0	0	0	0	0	0
3	1	0	0	0	0	0	0	0	0	0
4	3	0	0	0	0	0	0	0	0	0
5	1	0	0	0	0	0	0	0	0	0
6	3	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	2	0	0	0	0	0	0	0	0	0
TOTAL	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

WATERTOWN SCHOOL DISTRICT
BULK FUEL QUOTES

August 26, 2024

Company Name	No. 2 Diesel Price Per Gallon	Regular Fuel with Ethanol Price Per Gallon
Sioux Valley Coop	$2.83	$2.99
Moe Oil Company	$2.84	No Bid

Sioux Valley Coop provided the lowest price per gallon at $2.83 for No. 2 Diesel and $2.99 for Regular Fuel with Ethanol.

WATERTOWN SCHOOL DISTRICT
BULK FUEL QUOTES

August 28, 2024

Company Name	No. 2 Dyed Diesel Price Per Gallon
Sioux Valley Coop	$2.90
Moe Oil Company	No Bid

Sioux Valley Coop provided the lowest price at $2.90 per gallon for No. 2 Dyed Diesel Fuel.

7.1.3. Nutrition Report

WATERTOWN SCHOOL DISTRICT 14-4
NUTRITION SERVICES PROGRAM
STUDENT PARTICIPATION REPORT
August 31, 2024

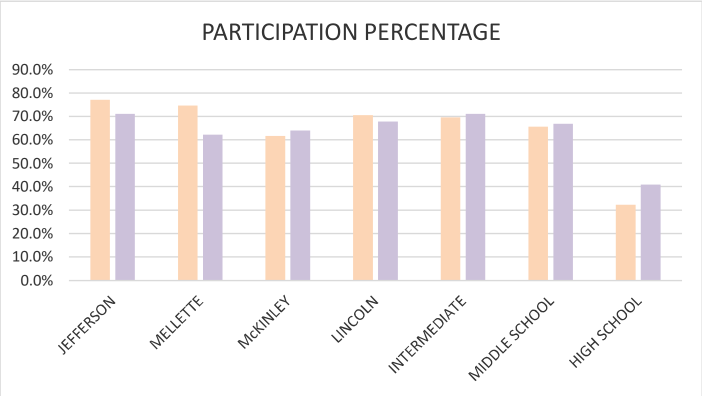
SCHOOL	ENROLLMENT (K-12) 2024	ENROLLMENT (K-12) 2023		AVG. DAILY PARTICIPATION 2024	AVG. DAILY PARTICIPATION 2023		PERCENT 2024	PERCENT 2023
JEFFERSON	335	329		258	234	JEFFERSON	77.0%	71.1%
MELLETTE	265	238	<-Incl PS & K1	198	148	MELLETTE	74.6%	62.2%
McKINLEY	301	269		186	172	McKINLEY	61.7%	63.9%
LINCOLN	363	338		256	229	LINCOLN	70.5%	67.8%
INTERMEDIATE	539	560		375	398	INTERMEDIATE	69.5%	71.1%
MIDDLE SCHOOL	585	592		384	396	MIDDLE SCHOOL	65.6%	66.9%
HIGH SCHOOL	1,241	1,237		400	505	HIGH SCHOOL	32.2%	40.8%
(K-12) TOTAL	3,629	3,563		2,056	2,082		56.7%	58.4%

***Participation percents are skewed lower due to the inclusion of the number of Pre-School and Kindergarten Students at the Elementary sites.

TOTAL MEALS SERVED DURING THE MONTH: 0

BREAKDOWN OF THE MEALS SERVED:

	08/31/24	% 2024	% 2023
STUDENTS PAID	8,640	53.1%	58.3%
STUDENTS FREE	4,255	26.2%	26.6%
STUDENTS REDUCED PRICE	1,425	8.8%	8.1%
A LA CART EQUIVALENCE	1,513	9.3%	5.1%
ADULTS PAID	49	0.3%	0.2%
EARNED MEALS - EMPLOYEES AND STUDENTS	374	2.3%	1.7%
	16,256	100.0%	100.0%



BREAKFAST PROGRAM

	MONTHLY TOTAL	AVG.	% FREE/REDUCED
McKINLEY	602	86	50.8%
MELLETTE	417	60	62.4%
JEFFERSON	286	41	79.4%
LINCOLN	292	42	57.9%
INTERMEDIATE	533	76	61.7%
MIDDLE SCHOOL	193	28	72.5%
HIGH SCHOOL	320	46	79.1%