

NOTICE OF PUBLIC MEETING

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

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

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

MEETING: Public Budget Hearing & Regular Meeting
DATE: June 19, 2023
TIME: 6:00 p.m.
PLACE: Ludington Area Schools Administration Office, 809 E Tinkham Ave, Ludington, Michigan

BUDGET HEARING

1. CALL TO ORDER & ROLL CALL
 __ Steve Carlson __ Dr. Bret Autrey __ Mike Nagle __ Stephanie Reed __ Leona Ashley __ Scott Foster __ Sarah Lowman
2. PLEDGE OF ALLEGIANCE
3. AGENDA MODIFICATION
4. CITIZEN PARTICIPATION
5. PUBLIC HEARING
 - a. Final Budget Amendment for Fiscal Year Ending June 30, 2023
 - b. Proposed Budget for Fiscal Year Ending June 30, 2024 (2023/2024)
 - c. Review of Property Tax Millage Rate
6. ADJOURNMENT OF PUBLIC HEARING

REGULAR MEETING

7. CALL TO ORDER
8. SPECIAL PRESENTATIONS ~ All State Athlete Recognition
9. AGENDA MODIFICATION
10. CITIZEN PARTICIPATION
11. CONSENT AGENDA
 - a. Ratification of Bill Payment - Per Summary Dated June 20, 2023
 - b. Approval of Minutes – Regular & Closed Meetings May 15, 2023
 - c. Annual Summer Tax Resolution 2024
 - d. MASB Membership Renewal 2023/2024
 - e. MHSAA Membership Renewal 2023/2024
 - f. Tuition Rate (Section 6 Non-Resident Students) 2023/2024
 - g. Resignation Acceptances
12. BOARD COMMITTEE REPORTS
 - a. Personnel/Policy Committee Report
 - b. Finance Committee Report
 - c. Building & Site Committee Report
13. SUPERINTENDENT'S REPORT and COMMENTS
 - a. Report on Bullying 2022/2023 School Year
 - b. Report for 98b Student Growth
14. DISCUSSION ITEMS
 - a. Bond Project Application and Certificate for Payment #38
 - b. Administrative & Central Office, Non-Union Contracts 2023/2024
 - c. West Shore Educational Service District Parent Advisory Committee Appointment 2023/2024
 - d. Probationary Teacher Contract Approval

- e. Renewal of Non-Homestead Operational Millage
 - f. Disposal of Unused/Obsolete Science Lab Chemicals
15. ACTION ITEMS
- a. Bond Project Application and Certificate for Payment #38
 - b. Administrative & Central Office, Non-Union Contracts 2023/2024
 - c. Final Budget Amendment for Fiscal Year Ending June 30, 2023
 - d. Budget Adoption for Fiscal Year Ending June 30, 2024 (2023/2024)
 - e. Set July 2023 Board Meeting Date Time Place
 - f. West Shore Educational Service District Parent Advisory Committee Appointment 2023/2024
 - g. Probationary Teacher Contract Approval
 - h. Renewal of Non Homestead Operational Millage
 - i. Disposal of Unused/Obsolete Science Lab Chemicals
 - j. Closed Session for the Purpose of the Personnel Evaluation of the Superintendent per MCL 15.268 Section 8(1)a, as requested by the Superintendent
 - k. Superintendent Evaluation for 2022/2023 School Year
16. OTHER ITEMS OF BUSINESS & ANNOUNCEMENTS
17. ADJOURNMENT

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

Memorandum - Office of the Superintendent

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

CITIZEN PARTICIPATION

Review Board Policy 0167.3: Public Participation at Board Meetings

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

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

The presiding officer shall be guided by the following rules:

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

Revised: January 21, 2019

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

PUBLIC BUDGET HEARING

The Board of Education will hold a public hearing to consider the District's proposed 2023/2024 budget. The Board may not adopt its proposed 2023/2024 budget until after a public hearing. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing. We will hold a public hearing prior to the regular meeting for the proposal of the operating budget. Laura Jacobs, Director of Business Services, will present to the Board. We will then adjourn the hearing and call the regular meeting to order.

Budget Amendment for Fiscal Year Ending June 30, 2023

Laura Jacobs will discuss the final budget amendment for the year ending June 30, 2023. The Board of Education will be asked to approve the final budget amendment for the year ending June 30, 2023.

Proposed Budget for 2023/2024

Laura Jacobs will present the 2023/2024 fiscal year budget in the public budget hearing. The Board is required to approve a budget prior to June 30. The Board will review the assumptions used to build the budget, as well as the preliminary budget build for the 2023/2024 fiscal year.

Regular Meeting

CONSENT AGENDA

Tuition Rate (Section 6 Non-Resident Students) 2023/2024

By state law, tuition cannot be charged for non-resident students under Section 105 or 105c, Schools of Choice. However, also required by state law, tuition must be charged to non-resident students who are released by their resident district after the Section 105 or 105c, Schools of Choice application deadline has passed. The non-resident tuition rate is set at \$1.00. These are called Section 6 non-resident students.

Resignation Acceptances

- Chelsea Sobanski
- Barry Webster
- Cathy Webster

SUPERINTENDENT REPORT

I will provide the annual end of year report on Bullying and a report on student growth that is required as part of the 98b grant.

DISCUSSION ITEMS

Bond Project Application and Certificate for Payment #38

We will need an action item at the Board meeting to approve the certificate for payment on the school bond project and to authorize the District to pay \$1,686,900.28, as certified by the architect and construction manager, and as outlined in the Certificate for Payment.

Administrative & Central Office, Non-Union Contracts 2023/2024

I recommend that the administrators (Dan Mesyar, Steve Forsberg, Greg Pscodna, Mike Hart, Randy Fountain, Tim Hansen, Jenn Mackey, Katie Eisinger, Abby Schaperkotter, Laura Jacobs) and other central office staff/supervisors and non-union staff (Susie Hovey, Andy Klevorn, Mary Marble, Laura Kassanos, Carrie Moeggenberg, Penny Schultz, Deb Wilsey, Brent Gillett, Tyrone Collins, Jen Collins, Caryn Elam)

receive a one year extension of their contracts. Salaries and benefits will be equivalent to the negotiated pay increase established for the LEA for the 2023/2024 school year.

West Shore Educational Service District Parent Advisory Committee Appointment 2023/2024

I recommend the reappointment of Melissa Mutton to fill the parent advisory committee position for the District for the 2023/2024 school year.

Probationary Teacher Contract Approval

I recommend Mr. Matthew Leslie for a probationary contract teaching music at Ludington Elementary School. Matthew is a graduate of the Grand Valley State University Music Education program. He completed his student teaching in Hudsonville Public Schools and continues to work with his alma mater’s marching band. He comes very highly recommended from his previous experiences. The music department felt very strongly that Matthew could establish a well-rounded 3-5 music program that ignites our students’ passion for music. Ludington Elementary School staff are looking forward to supporting Matthew as he transitions to Ludington.

Renewal of Non-Homestead Operational Millage Ballot Proposal

We will discuss the millage at the meeting. This proposal will allow the school district to continue to levy the statutory rate of not to exceed 18 mills on all property, except principal residence and other property exempted by law, required for the school district to receive its revenue per pupil foundation allowance. The remaining 2 mills are only available to be levied to restore millage lost as a reduction required by the “Headlee” amendment to the Michigan Constitution of 1963 and will only be levied to the extent necessary to restore that reduction.

Disposal of Unused/Obsolete Science Lab Chemicals

Included in the board packet is the quote we received in regards to our chemicals that are in various areas throughout our science classrooms. These chemicals have been around for many years, in some cases even decades. Due to our construction project we are in desperate need of moving these chemicals right away. This is the only company found that would come. They specialize in this area and have seen similar situations in many schools. This quote is the first wave and does not include the actual disposal. This could reach \$25,000 when we are all said and done. We are looking for a quick turnaround on approval so we can secure arrangements with this company. They are from Detroit and are in the process of mobilizing to send a team to Ludington next week pending board approval. Currently our construction in these areas have slowed to a crawl and soon will be at a stand still because of these chemicals.

ACTION ITEMS

Bond Project Application and Certificate for Payment #38

Board President: We will need a motion to approve the certificate for payment on the school bond project and to authorize the District to pay \$1,686,900.28, as certified by the architect and construction manager, and as outlined in the Certificate for Payment.

Motion by Member _____, to approve the certificate for payment on the school bond project and to authorize the District to pay \$1,686,900.28, as certified by the architect and construction manager, and as outlined in the Certificate for Payment.

Support by Member _____ .

VOTE: (Y/N) Steve Carlson (Y/N) Bret Autrey (Y/N) Josh Snyder (Y/N) Mike Nagle (Y/N)

Stephanie Reed (Y/N) Leona Ashley (Y/N) Scott Foster. AYES: ____ NAYES: ____ MOTION: Passes / Fails.

Administrative & Central Office, Non-Union Contracts 2023/2024

Board President: We will need a motion to approve a one year extension of contracts for administrators (Dan Mesyar, Steve Forsberg, Greg Pscodna, Mike Hart, Randy Fountain, Tim Hansen, Jenn Mackey, Katie Eisinger, Abby Schaperkotter, Laura Jacobs) and other central office and non-union supervisors and directors (Susie Hovey, Andy Klevorn, Mary Marble, Laura Kassanos, Carrie Moeggenberg, Penny Schultz, Deb Wilsey, Brent Gillett, Tyrone Collins, Jen Collins, Caryn Elam, Ashela Trevino). Salaries and benefits will be equivalent to the negotiated pay and benefits established for the Ludington Education Association for the 2023/2024 school year.

Motion by Member _____, to approve a one year extension of contracts Administrative, Central Office and Non-Union contracted staff as presented with salary and benefits as established and approved for the Ludington Education Association for the 2023/2024 school year.

Support by Member _____ to approve a one year extension of contracts Administrative, Central Office and Non-Union contracted staff as presented with salary and benefits as established and approved for the Ludington Education Association for the 2023/2024 school year. .

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

Final Budget Amendment for Fiscal Year Ending June 30, 2023 (2022/2023)

Board President: We will need a motion to approve the Final Budget Amendment Fiscal Year Ending June 30, 2023 as written and presented.

Motion by Member _____, to approve the Final Budget Amendment Fiscal Year Ending June 30, 2023 as written and presented.

Support by Member _____ .

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

Budget Adoption for Fiscal Year Ending June 30, 2024 (2023/2024)

Board President: We will need a motion to approve the Budget for Fiscal Year Ending June 30, 2024 (2023/2024) as written and presented.

Motion by Member _____, to approve the Budget for Fiscal Year Ending June 30, 2024 (2023/2024) as written and presented.

Support by Member _____ .

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

Set July 2023 Board Meeting Date Time Place

Board President: We will need a motion to set the date/time/place for the July Regular Board Meeting as July 17, 2023 at 6:00 p.m. at the Administration Office, 809 East Tinkham Avenue, Ludington, Michigan, 49431.

Motion by Member _____, to set the date/time/place for the July Regular Board Meeting as July 17, 2023 at 6:00 p.m. at the Administration Office, 809 East Tinkham Avenue, Ludington, Michigan, 49431.

Support by Member _____ .

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

West Shore Educational Service District Special Education Parent Advisory Committee

Appointment 2023/2024

Board President: We will need a motion to appoint Melissa Mutton as the Ludington Representative serving on the SEPAC for the 2023/2024 school year.

Motion by Member _____, to appoint Melissa Mutton as the Ludington Representative serving on the SEPAC for the 2023/2024 school year.

Support by Member _____ .

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

Probationary Teacher Contract Approval 2023/2024 School Year

Board President: We will need a motion to approve a probationary teaching contract for Matthew Leslie, pending completion of all inservice requirements and background checks per Board Policy and Michigan Law.

Motion by Member _____, to approve a probationary teaching contract for Matthew Leslie, pending completion of all inservice requirements and background checks per Board Policy and Michigan Law.

Support by Member _____ .

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

Renewal of Non-Homestead Millage Resolution

Board President: We will need a motion to approve the renewal of the non-homestead operational millage resolution as presented.

Motion by Member _____, to approve the renewal of the non-homestead operational millage resolution as presented.

Support by Member _____ .

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

Disposal of Unused/Obsolete Science Lab Chemicals

Board President: We will need a motion to approve the quote from HEPACO as written and presented.

Motion by Member _____, approve the quote from HEPACO as written and presented.

Support by Member _____ .

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

Closed Session for the Purpose of the Personnel Evaluation of the Superintendent

Per MCL 15.268 Section 8(1)a, and as requested in writing through this communication with the Board by the Superintendent, the Board will enter into a closed session to conduct the periodic, annual evaluation of the Superintendent.

Board President: We will need a motion to convene in closed session at the request of the Superintendent for the Personnel Evaluation of the Superintendent Pursuant to Open Meetings Act Section 81(a).

Motion by Member _____, to move to closed session for the purpose of the Personnel Evaluation of the Superintendent Pursuant to Open Meetings Act Section 81(a).

Support by Member _____.

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

Convene in Closed Session at _____ p.m.
Return to Open Session at _____ p.m.

Superintendent Evaluation for 2022/2023

The Board will return to open session and an action item is needed to approve the Board evaluation of Superintendent Dr. Kyle B. Corlett, as discussed, and to assign an effectiveness rating to the Superintendent for the 2022/2023 school year.

Board President: We will need a motion to approve the Personnel Evaluation and rating of the Superintendent.

Motion by Member _____, to approve the Personnel Evaluation and rating of the Superintendent.

Support by Member _____.

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

**RESOLUTION FOR ADOPTION
BY THE BOARD OF EDUCATION—LUDINGTON AREA SCHOOL DISTRICT
2022/2023 BUDGETS**

RESOLVED, That this resolution shall be the General Appropriations of the Ludington Area School District for the fiscal year ending June 30, 2023;

AN ACT to make appropriations; to provide for the expenditures of the appropriations; and to provide for the disposition of all income received by the Ludington Area School District;

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the GENERAL FUND of Ludington Area School District for the fiscal year ending June 30, 2023, is AMENDED as follows:

<u>ACCOUNT CODE</u>	<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/2022</u>	<u>AMENDED BUDGET 1/16/2023</u>	<u>FINAL BUDGET 6/19/2023</u>
100	Local	\$17,844,645	\$19,250,090	\$19,519,134
300	State	4,721,649	5,698,409	7,954,456
400	Federal	3,431,185	5,179,894	5,217,737
500	Incoming transfers & Transactions	<u>585,644</u>	<u>649,643</u>	<u>674,188</u>
 GENERAL FUND				
Total Revenue and other transactions		26,583,123	30,778,036	33,365,515
Fund Balance 6/30/22		1,572,557	109,387	109,387
GENERAL FUND AVAILABLE TO APPROPRIATE		28,155,681	30,887,423	33,474,904

BE IT FURTHER RESOLVED, that the total available to appropriate in the GENERAL FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>ACCOUNT CODE</u>	<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/2022</u>	<u>AMENDED BUDGET 1/16/2023</u>	<u>FINAL BUDGET 6/19/2023</u>
110	Instruction: Basic	\$13,854,537	14,252,072	14,305,805
120	Added Needs	3,447,369	3,928,195	3,805,667
210	Support Services: Pupil	895,483	1,002,889	1,215,002
220	Instructional	858,646	1,767,509	1,794,513
230	General Administration	471,848	508,842	537,083
240	School Administration	1,918,448	1,972,142	2,104,630
250	Business	635,875	613,201	656,760
260	Operations/Maintenance	2,055,111	2,127,411	2,293,996
270	Transportation	1,036,779	1,044,056	1,221,414
280	Central Office	240,421	374,833	367,603
290	Athletics	933,960	943,860	1,002,062
300	Community Services	125,839	187,194	256,317
400	Payments to Other Govts & Prior Period Adjustments	0	7,080	92,590
500	Transfers & Other	<u>7,900</u>	<u>0</u>	<u>1,000,000</u>
GENERAL FUND: TOTAL NET EXPENDITURES AND OTHER TRANSACTIONS				
		26,482,216	28,729,284	30,698,441
Excess Revenue Over Expenditure		<u>100,907</u>	<u>2,048,752</u>	<u>2,667,074</u>
Expected Fund Balance 6/30/23		1,673,465	2,267,528	2,776,463

BE IT FURTHER RESOLVED, that no Board of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education in keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount appropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budgets adopted by the Board and shall hold department heads responsible for performance of their responsibilities within the amounts appropriated by the Board of Education and in keeping with the budgetary statement hitherto adopted by the Board.

BE IT FURTHER RESOLVED, that for the purpose of meeting emergency needs of the school district, expenditures, transfers, and appropriations may be made upon written authorization of the Superintendent. When the Superintendent makes such a change, it shall be presented to the Board of Education for its approval at the next regularly scheduled meeting.

BE IT FURTHER RESOLVED, that for purposes of meeting the needs of the school district, specific line item changes may be made by the Superintendent within the general line items listed above, but the total budget amount may not be increased without approval of the Board of Education.

This Appropriation Resolution is to take effect on June 20, 2023.

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriations in the FOOD SERVICE FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$31,600	\$239,300
Intermediate		
State	32,000	43,374
Federal	893,100	650,118
Incoming transfers & Transactions	<u>0</u>	<u>0</u>
Total Revenues and Incoming Transfers	956,700	933,232
Fund Balance 6/30/22	<u>207,223</u>	<u>293,603</u>
Total Available to Appropriate	1,163,923	1,226,835

BE IT FURTHER RESOLVED, that the total available to appropriate in the FOOD SERVICE FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Food Service	\$957,957	\$1,010,813
Other		
Outgoing Transfers & Other Transactions	<u>0</u>	<u>45,000</u>
Total Expenses, Transfers and Other	957,957	1,055,813
Excess Revenues over Expenditures	<u>(1,257)</u>	<u>(122,581)</u>
Expected Fund Balance 6/30/23	205,966	171,022

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2003 DEBT SERVICE FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally designated as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$682,539	\$685,261
State	0	19,293
Incoming transfers & Transactions	<u>\$0</u>	<u>\$0</u>
Total Revenues and Incoming Transfers	682,539	704,554
Expected Fund Balance 6/30/22	<u>230,949</u>	<u>255,926</u>
Total Available to Appropriate	912,888	960,480

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2003 DEBT SERVICE FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Principal	\$730,000	730,000
Bond Interest & other	21,900	21,900
Outgoing Transfers & Other Transactions	<u>10,200</u>	<u>208,580</u>
Total Expenses, Transfers and Other	762,100	960,480
Excess Revenues over Expenditures	<u>(79,561)</u>	
Expected Fund Balance 6/30/2022	150,788	0

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the SINKING FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally designated as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$387,806	\$436,000
Intermediate		
State		
Federal		
To be Provided By		
Other Sources	<u>0</u>	<u>0</u>
Total Revenues and Incoming Transfers	387,806	436,000
Expected Fund Balance 6/30/22	<u>1,102,366</u>	<u>1,165,043</u>
Total Available to Appropriate	1,490,172	1,601,043

BE IT FURTHER RESOLVED, that the total available to appropriate in the SINKING FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Construction	\$400,000	\$400,000
Outgoing Transfers & Other Transactions	<u>6,000</u>	<u>6,000</u>
Total Expenses, Transfers and Other	406,000	406,000
Excess Revenues over Expenditures	<u>(18,194)</u>	<u>30,000</u>
Expected Fund Balance 6/30/2023	1,084,172	1,195,043

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the TECHNOLOGY FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally designated as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$1,000	\$3,000
Bond Issuance		
To be Provided By		
Other Sources	<u>0</u>	<u>359,000</u>
Total Revenues and Incoming Transfers	1,000	\$362,000
Expected		
Fund Balance 6/30/22	<u>1,232,565</u>	<u>1,268,742</u>
Total Available to Appropriate	1,233,565	1,630,748

BE IT FURTHER RESOLVED, that the total available to appropriate in the TECHNOLOGY FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Technology	\$1,161,455	\$1,161,455
Outgoing Transfers & Other Transactions	<u>0</u>	<u>0</u>
Total Expenses, Transfers and Other	1,161,455	\$1,161,455
Excess Revenues over Expenditures	<u>(1,160,455)</u>	<u>469,293</u>
Expected Fund Balance 6/30/23	72,110	469,293

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the BUS PURCHASE FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally designated as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$20	\$171
To be Provided By		
Other Sources	<u>0</u>	<u>0</u>
Total Revenues and Incoming Transfers	20	171
Expected		
Fund Balance 6/30/22	<u>47,633</u>	<u>47,612</u>
Total Available to Appropriate	47,653	47,783

BE IT FURTHER RESOLVED, that the total available to appropriate in the BUS PURCHASE FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Expense		
Buses	\$47,653	\$47,783
Outgoing Transfers & Other Transactions	<u>0</u>	<u>0</u>
Total Expenses, Transfers and Other	0	0
Excess Revenues over Expenditures	<u>(47,633)</u>	<u>(47,612)</u>
Expected Fund Balance 6/30/23	0	0

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2016 TECHNOLOGY DEBT FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally established as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$418,830	\$0
To be Provided By		
Other Sources	<u>0</u>	<u>0</u>
Total Revenues and Incoming Transfers	418,830	0
Expected		
Fund Balance 6/30/22	<u>226,677</u>	<u>265,059</u>
Total Available to Appropriate	645,507	265,059

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2016 TECHNOLOGY DEBT FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Principal	\$250,000	\$0
Bond Interest & other	19,670	
Outgoing Transfers & Other Transactions	<u>241,895</u>	<u>265,059</u>
Total Expenses, Transfers and Other	511,565	265,059
Excess Revenues over Expenditures	<u>(92,735)</u>	<u>(265,059)</u>
Expected Fund Balance 6/30/23	133,942	0

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2022 TECHNOLOGY DEBT FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally established as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$0	\$396,5000
To be Provided By		
Other Sources	<u>0</u>	<u>0</u>
Total Revenues and Incoming Transfers	0	396,500
Expected		
Fund Balance 6/30/22	<u>0</u>	<u>0</u>
Total Available to Appropriate	0	396,500

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2022 TECHNOLOGY DEBT FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Principal	\$0	\$250,000
Bond Interest & other	0	19,670
Outgoing Transfers & Other Transactions	<u>0</u>	<u>269,670</u>
Total Expenses, Transfers and Other	0	269,670
Excess Revenues over Expenditures	<u>0</u>	<u>126,830</u>
Expected Fund Balance 6/30/23	0	126,830

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2016 BUS DEBT FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally established as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$0	\$1,044
Total Revenues and Transfers	0	0
Fund Balance 6/30/22	<u>258,242</u>	<u>258,242</u>
Total Available to Appropriate	258,242	259,286

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2016 BUS DEBT FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Principal		
Bond Interest & other		
Outgoing Transfers	<u>244,458</u>	<u>259,286</u>
Total Expenses, Transfers and Other	244,458	259,286
Excess Revenues over Expenditures	<u>(244,458)</u>	(259,286)
Expected Fund Balance 6/30/23	0	0

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2019 CAPITAL PROJECTS FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally designated as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Proceeds		
Local Sources	\$50,586	\$43,260
To be Provided By Other Sources	<u>0</u>	<u>0</u>
Total Revenues and Incoming Transfers	50,586	43,260
Expected Fund Balance 6/30/22	<u>61,233,257</u>	<u>1,217,041</u>
Total Available to Appropriate	61,283,843	1,260,301

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2019 CAPITAL PROJECTS FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bus Replacement	\$0	\$217,195
Construction	23,650,000	311,500
Professional Services	1,561,389	100,000
Instructional Tech		
Outgoing Transfers & Other Transactions	<u>0</u>	<u>588,446</u>
Total Expenses, Transfers and Other	25,211,389	1,217,041
Excess Revenues over Expenditures	<u>(25,160,803)</u>	<u>(1,173,781)</u>
Expected Fund Balance 6/30/23	36,072,454	0

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2019 DEBT FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally established as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$946,247	\$946,247
State		
To be Provided By		
Other Sources	<u>472,035</u>	<u>391,320</u>
Total Revenues and Incoming Transfers	1,418,282	1,337,247
Expected		
Fund Balance 6/30/22	<u>269,326</u>	<u>288,876</u>
Total Available to Appropriate	1,687,608	1,626,123

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2019 DEBT FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Principal	\$270,000	\$270,000
Bond Interest & other	1,219,981	1,219,981
Outgoing Transfers & Other Transactions	<u>20,500</u>	<u>2,000</u>
Total Expenses, Transfers and Other	1,510,481	1,491,981
Excess Revenues over Expenditures	<u>(92,199)</u>	<u>(154,734)</u>
Expected Fund Balance 6/30/23	177,127	134,142

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2022 CAPITAL PROJECTS FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally designated as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local Sources	\$0	\$1,030,000
To be Provided By		
Other Sources	<u>0</u>	<u>0</u>
Total Revenues and Incoming Transfers	0	1,030,000
Expected		
Fund Balance 6/30/22	<u>0</u>	<u>59,343,311</u>
Total Available to Appropriate	0	60,373,311

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2022 CAPITAL PROJECTS FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Construction	\$0	22,000,000
Professional Services		1,556,000
Furniture, Fixtures & Equipment		150,000
Outgoing Transfers & Other Transactions	<u>0</u>	<u>0</u>
Total Expenses, Transfers and Other	0	23,556,000
Excess Revenues over Expenditures	<u>0</u>	<u>(22,526,000)</u>
Expected Fund Balance 6/30/23	0	37,847,311

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the 2022 DEBT FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally established as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Local	\$3,148,985	\$3,131,000
State		
To be Provided By		
Other Sources		
Total Revenues and Incoming Transfers	3,148,985	3,131,000
Expected		
Fund Balance 6/30/22	<u>0</u>	<u>0</u>
Total Available to Appropriate	3,148,985	3,131,000

BE IT FURTHER RESOLVED, that the total available to appropriate in the 2022 DEBT FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Bond Principal	\$600,000	\$600,000
Bond Interest & other	2,379,573	2,379,573
Outgoing Transfers & Other Transactions	<u>20,500</u>	<u>2,000</u>
Total Expenses, Transfers and Other	3,000,073	2,981,573
Excess Revenues over Expenditures	<u>148,912</u>	<u>149,427</u>
Expected Fund Balance 6/30/23	148,912	149,427

BE IT FURTHER RESOLVED, that the total estimated revenues and unappropriated fund balance available for appropriation in the STUDENT ACTIVITY FUND of the Ludington Area School District for the fiscal year ending June 30, 2023 is formally established as follows:

<u>REVENUES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Incoming transfers & Transactions	<u>\$500,000</u>	<u>\$566,000</u>
Total Revenues and Incoming Transfers	500,000	566,000
Fund Balance 6/30/22	<u>546,943</u>	<u>546,943</u>
Total Available to Appropriate	960,940	1,112,943

BE IT FURTHER RESOLVED, that the total available to appropriate in the STUDENT ACTIVITY FUND is hereby appropriated in the amounts and for the purposes set forth below:

<u>EXPENSES</u>	<u>ORIGINAL BUDGET 6/20/22</u>	<u>FINAL BUDGET 6/19/2023</u>
Outgoing Transfers & Other Transactions	\$500,000	\$620,000
Total Expenses, Transfers and Other	<u>500,000</u>	<u>620,000</u>
Excess Revenues over Expenditures	0	(54,000)
Expected Fund Balance 6/30/23	<u>460,940</u>	<u>492,943</u>

THIS BUDGET IS PREPARED BASED UPON A LEVY OF 18.0 MILLS ON ALL NON-HOMESTEAD PROPERTY AND A STATE LEVY OF 6.0 MILLS ON ALL PROPERTY OF THE SCHOOL DISTRICT IN THE TOWNSHIPS OF AMBER, HAMLIN, PERE MARQUETTE, RIVERTON AND SUMMIT, AND THE CITY OF LUDINGTON FOR THE PURPOSE OF SUPPORTING THE GENERAL OPERATIONS OF THE SCHOOL DISTRICT FOR THE 2022/23 SCHOOL YEAR. ESTIMATED TAXABLE VALUE: \$1,551,223,987; THE NON-HOMESTEAD PORTION TAXABLE VALUE: \$977,146,925. THERE IS ALSO A .25 MILL SINKING FUND LEVY, A .27 MILL TECH BOND DEBT LEVY, A .44 MILL RENOVATION DEBT FUND LEVY, .61 MILL BUILDING & SITE 1ST SERIES DEBT LEVY, AND A 2.03 MILL BUILDING & SITE 2ND SERIES DEBT LEVY FOR ALL PROPERTY IN THE SCHOOL DISTRICTS AS DEFINED ABOVE.

BE IT FURTHER RESOLVED, that no Board of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education in keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount appropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budgets adopted by the Board and shall hold department heads responsible for performance of their responsibilities within the amounts appropriated by the Board of Education and in keeping with the budgetary statement hitherto adopted by the Board.

BE IT FURTHER RESOLVED, that for the purpose of meeting emergency needs of the school district, expenditures, transfers, and appropriations may be made upon written authorization of the Superintendent. When the Superintendent makes such a change, it shall be presented to the Board of Education for its approval at the next regularly scheduled meeting.

BE IT FURTHER RESOLVED, that for purposes of meeting the needs of the school district, specific line item changes may be made by the Superintendent within the general line items listed above, but the total budget amount may not be increased without approval of the Board of Education.

This Appropriation Resolution is to take effect on June 19, 2023.

RESOLUTION FOR ADOPTION
 BY THE BOARD OF EDUCATION - LUDINGTON AREA SCHOOL DISTRICT
 2023/2024 BUDGETS

BE IT RESOLVED, That this shall be the General Appropriations of the Ludington Area School District for the fiscal year ending June 30, 2024.

AN ACT to make appropriations; to provide for the expenditures of the appropriations; and to provide for the disposition of all income received by the Ludington Area School District,

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **GENERAL FUND** of Ludington Area School District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023 2,776,463

ACCOUNT CODE	REVENUES	PROPOSED BUDGET 6/19/2023
100 Local		\$ 19,717,347
300 State		\$ 6,363,672
400 Federal		\$ 599,734
500 Transfers In		\$ 651,724
	Total Revenue	27,332,477
	AVAILABLE TO APPROPRIATE	30,108,940

BE IT FURTHER RESOLVED, that the total available to appropriate in the **GENERAL FUND** is hereby appropriated in the amounts and for the purposes set forth below:

ACCOUNT CODE	EXPENSES	PROPOSED BUDGET 6/19/2023
110 Instruction/Basic		\$ 13,229,086
120 /Added Needs		\$ 4,343,524
210 Support Service/Pupil		\$ 1,124,422
220 /Instructional		\$ 1,068,428
230 /Gen. Admin.		\$ 499,519
240 /School Admin.		\$ 1,972,954
250 /Business		\$ 557,471
260 /Oper. & Maint.		\$ 2,254,326
270 /Transportation		\$ 1,209,012
280 /Central Services		\$ 191,648
290 /Athletics		\$ 851,677
300 /Community Services		\$ 217,390
400 /Prior Adj. & Other Govt Pay		\$ 90,000
500 /Transfers Out		\$ -
	Total Expenses	\$ 27,609,457
	Revenue Over (under) Expenditures	<u>(276,980)</u>
	Expected Fund Balance on 6/30/2024	2,499,483

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **FOOD SERVICE FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023		171,022
ACCOUNT CODE	REVENUES	PROPOSED BUDGET 6/19/2023
<hr/>		
100 Local		\$ 20,000
300 State		\$ 28,265
400 Federal		\$ 1,094,136
500 Transfers In		\$ -
Total Revenue		1,142,401
AVAILABLE TO APPROPRIATE		1,313,423

BE IT FURTHER RESOLVED, that the total available to appropriate in the **FOOD SERVICE FUND** is hereby appropriated in the amounts and for the purposes set forth below:

ACCOUNT CODE	EXPENSES	PROPOSED BUDGET 6/19/2023
<hr/>		
290 Food Services		\$ 1,092,245
500 Transfers Out		\$ 50,000
Total Expenses and other transactions		\$ 1,142,245
Revenue Over (under) Expenditures		156
Expected Fund Balance on 6/30/2024		171,178

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **STUDENT ACTIVITY FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023		492,943
ACCOUNT CODE	REVENUES	PROPOSED BUDGET 6/19/2023
<hr/>		
100 Local		\$ 610,000
Total Revenue		610,000
AVAILABLE TO APPROPRIATE		1,102,943

BE IT FURTHER RESOLVED, that the total available to appropriate in the **STUDENT ACTIVITY FUND** is hereby appropriated in the amounts and for the purposes set forth below:

ACCOUNT CODE	EXPENSES	PROPOSED BUDGET 6/19/2023
<hr/>		
290 Student Activities		\$ 610,000
Total Expenses and other transactions		\$ 610,000
Revenue Over (under) Expenditures		-
Expected Fund Balance on 6/30/2024		492,943

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **2022 DEBT RETIREMENT FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023	149,427
	PROPOSED BUDGET 6/19/2023
<hr/>	
REVENUES	
Local	\$ 3,210,996
State	\$ -
Transfers In	\$ -
	<hr/>
Total Revenue	3,210,996
AVAILABLE TO APPROPRIATE	3,360,423

BE IT FURTHER RESOLVED, that the total available to appropriate in the **2022 DEBT RETIREMENT FUND** is hereby appropriated in the amounts and for the purposes set forth below:

	PROPOSED BUDGET 6/19/2023
<hr/>	
EXPENSES	
Bond Principal	\$ 810,000
Bond interest & Other	\$ 2,357,700
Transfers Out	\$ 5,000
	<hr/>
Total Expenses and other transactions	\$ 3,172,700
Revenue Over (under) Expenditures	38,296
Expected Fund Balance on 6/30/2024	187,723

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **2019 DEBT RETIREMENT FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023	134,142
	PROPOSED BUDGET 6/19/2023
<hr/>	
REVENUES	
Local	\$ 1,964,881
State	\$ -
Transfers In	\$ -
	<hr/>
Total Revenue	1,964,881
AVAILABLE TO APPROPRIATE	2,099,023

BE IT FURTHER RESOLVED, that the total available to appropriate in the **2019 DEBT RETIREMENT FUND** is hereby appropriated in the amounts and for the purposes set forth below:

	PROPOSED BUDGET 6/19/2023
<hr/>	
EXPENSES	
Bond Principal	\$ 740,000
Bond interest & Other	\$ 1,194,732
Transfers Out	\$ 5,000
	<hr/>
Total Expenses and other transactions	\$ 1,939,732
Revenue Over (under) Expenditures	25,149
Expected Fund Balance on 6/30/2024	159,291

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **2022 TECHNOLOGY DEBT RETIREMENT FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023	126,830
	PROPOSED BUDGET 6/19/2023
<u>REVENUES</u>	
Local	\$ 427,078
State	\$ -
Transfers In	\$ -
Total Revenue	427,078
AVAILABLE TO APPROPRIATE	553,908

BE IT FURTHER RESOLVED, that the total available to appropriate in the **2022 TEC HNOLOGY DEBT RETIREMENT FUND** is hereby appropriated in the amounts and for the purposes set forth below:

	PROPOSED BUDGET 6/19/2023
<u>EXPENSES</u>	
Bond Principal	\$ 230,000
Bond interest & Other	\$ 12,240
Transfers Out	\$ 2,000
Total Expenses and other transactions	\$ 244,240
Revenue Over (under) Expenditures	182,838
Expected Fund Balance on 6/30/2024	309,668

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **SINKING FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023	1,195,043
	PROPOSED BUDGET 6/19/2023
<u>REVENUES</u>	
Local	\$ 395,443
State	\$ -
Transfers In	\$ -
Total Revenue	395,443
AVAILABLE TO APPROPRIATE	1,590,486

BE IT FURTHER RESOLVED, that the total available to appropriate in the **SINKING FUND** is hereby appropriated in the amounts and for the purposes set forth below:

	PROPOSED BUDGET 6/19/2023
<u>EXPENSES</u>	
Construction	\$ 855,000
Transfers Out	\$ -
Total Expenses and other transactions	\$ 855,000
Revenue Over (under) Expenditures	(459,557)
Expected Fund Balance on 6/30/2024	735,486

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **2022 TECHNOLOGY PURCHASING FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023	469,293
	PROPOSED BUDGET 6/19/2023
<u>REVENUES</u>	
Local	\$ 2,000
State	\$ -
Transfers In	\$ -
Total Revenue	2,000
AVAILABLE TO APPROPRIATE	471,293

BE IT FURTHER RESOLVED, that the total available to appropriate in the **2022 TECHNOLOGY PURCHASING FUND** is hereby appropriated in the amounts and for the purposes set forth below:

	PROPOSED BUDGET 6/19/2023
<u>EXPENSES</u>	
Construction	\$ 470,000
Transfers Out	\$ -
Total Expenses and other transactions	\$ 470,000
Revenue Over (under) Expenditures	<u>(468,000)</u>
Expected Fund Balance on 6/30/2024	1,293

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **2022 CAPITAL PROJECTS FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023	37,847,311
	PROPOSED BUDGET 6/19/2023
<u>REVENUES</u>	
Local	\$ 80,000
State	\$ -
Transfers In	\$ -
Total Revenue	80,000
AVAILABLE TO APPROPRIATE	37,927,311

BE IT FURTHER RESOLVED, that the total available to appropriate in the **2022 CAPITAL PROJECTS FUND** is hereby appropriated in the amounts and for the purposes set forth below:

	PROPOSED BUDGET 6/19/2023
<u>EXPENSES</u>	
Construction	\$ 20,000,000
Professional Services	\$ 3,000,000
Furnishings & Equipment	\$ 3,000,000
Transfers Out	\$ -
Total Expenses and other transactions	\$ 26,000,000
Revenue Over (under) Expenditures	<u>(25,920,000)</u>
Expected Fund Balance on 6/30/2024	11,927,311

BE IT FURTHER RESOLVED, that the total estimated revenues and appropriated fund balance available for appropriations in the **2023 CAPITAL PROJECTS FUND** of Ludington Area Shool District for the fiscal year ending June 30, 2024, is as follows:

Expected Fund Balance on 6/30/2023	1,000,000
	PROPOSED BUDGET 6/19/2023
<hr/>	
REVENUES	
Local	\$ 3,000
State	\$ -
Transfers In	\$ -
	<hr/>
Total Revenue	3,000
AVAILABLE TO APPROPRIATE	1,003,000

BE IT FURTHER RESOLVED, that the total available to appropriate in the **2023 CAPITAL PROJECTS FUND** is hereby appropriated in the amounts and for the purposes set forth below:

	PROPOSED BUDGET 6/19/2023
<hr/>	
EXPENSES	
Construction	
Professional Services	
Furnishings & Equipment	\$ 1,003,000
Transfers Out	\$ -
	<hr/>
Total Expenses and other transactions	\$ 1,003,000
Revenue Over (under) Expenditures	<u>(1,000,000)</u>
Expected Fund Balance on 6/30/2024	-

THIS BUDGET IS PREPARED BASED UPON A LEVY OF 18.0 MILLS ON ALL NON-HOMESTEAD PROPRTY AND A STATE LEVY OF 6.0 MILLS ON ALL PROPERTY OF THE SCHOOL DISTRICT IN THE TOWNSHIPS OF AMBER, HAMLIN, PERE MARQUETTE, RIVERTON AND SUMMIT; AND THE CITY OF LUDINGTON FOR THE PURPOSE OF SUPPORTING THE GENERAL OPERATIONS OF THE SCHOOL DISTRICT FOR THE 2023-2024 SCHOOL YEAR.

ESTIMATED TAXABLE VALUE: \$1,665,022,652; THE NON-HOMESTEAD PORTION TAXABLE VALUE: \$1,063,037,516. THERE IS ALSO A .25 MILL SINKING FUND LEVY, A .27 MILL TECH BOND DEBT LEVY, A .61 MILL BUILDING & SITE 1ST SERIES DEBT LEVY, AND A 2.03 MILL BUILDING & SITE 2ND SERIES DEBT LEVY FOR ALL PROPERTY IN THE SCHOOL DISTRICT AS DEFINED ABOVE.

BE IT FURTHER RESOLVED, that no Boarf of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except persuant to appropriations made by the Board of Education in keeping with the budgetary policystatement hitherto adopted by the Board. Changes in the amount appropriated by the Board shell require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision of the execution of the budgets adopted by the Board and shall hold department heads responsible for performance of their responsibilities within the amounts appropriated by the Board of education and in keeping with the budgetary statement hitherto adopted by the Board.

BE IT FURTHER RESOLVED, that for the purpose of meeting emergency needs of the school district, expenditures, transfers, and appropriations may be made upon written authorization of the Superintendent. When the Superintendent makes such a change, it shall be presented to the Board of Education for its approval at the next regularly scheduled meeting.

BE IT FURTHER RESOLVED, that for the purposes of meeting the needs of the school district, specific line item changes may be made by the Superintendent within the general line items listed above, but the total budget amount may not be increased without approval of the Board of Education.

This Appropriation Resolution is to take effect on July 1, 2023.

RATIFICATION OF BILL PAYMENT

June 19, 2023

Period: 5/11/23 through 6/15/23

GENERAL OPERATING FUND

Payroll 5-12-23	724,340.31
Payroll 5-26-23	<u>723,219.00</u>

Total Payroll	1,447,559.31
---------------	--------------

Bills (5/11/23 through 06/15/23)	<u>3,648,600.69</u>
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TOTAL GENERAL OPERATING FUND	5,096,160.00
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TOTAL ATHLETIC FUND

Bills (5/11/23 through 06/15/23)	19,932.08
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TOTAL FOOD SERVICE FUND

Bills (5/11/23 through 06/15/23)	67,143.22
---	------------------

GRAND TOTAL ALL FUNDS

Bills (5/11/23 through 06/15/23)	5,183,235.30
---	---------------------

**LUDINGTON AREA SCHOOLS
BALANCE SHEET
For the Month Ending May 31, 2023**

	Current Year
<u>Assets</u>	
Savings/Checking Accounts	\$ 1,635,321
Investments	\$ -
Taxes Receivable	\$ -
Accounts Receivable	\$ 147,507
Due from Other Funds	\$ 3,726,518
Due from Other Governmental Units	\$ -
Inventory	\$ -
Prepaid Expenses	\$ 201,258
Other Assets	\$ -
Total Assets	<u>\$ 5,710,605</u>
 <u>Liabilities and Fund Equity</u>	
Liabilities:	
Accounts Payable	\$ 58,688
Payroll Liabilities	\$ 138,581
Accrued Expenses	\$ -
Due to Other Funds	\$ 1,621,629
Due to Other Governmental Units	\$ -
Deferred Revenue	\$ 111,767
Note Payable	\$ -
Total Liabilities	<u>\$ 1,930,665</u>
Fund Equity:	
Inventory (Reserved)	\$ -
Other Fund Balance	\$ 3,779,940
Total Fund Balance	<u>\$ 3,779,940</u>
Total Liabilities and Fund Equity	<u>\$ 5,710,605</u>

LUDINGTON AREA SCHOOLS
Capital Projects Fund
STATEMENT OF REVENUES AND EXPENDITURES
For the Month Ending May 31, 2023

REVENUES:	Budget	Year-to-Date	Balance	% Rcvd
Bond Issuance	\$ -	\$ -	\$ -	
Interest Earnings 2019	\$ 50,586	\$ 43,267	\$ 7,319	85.53%
Interest Earnings 2022	\$ -	\$ 1,016,904	\$ (1,016,904)	
Energy Rebates	\$ -	\$ -	\$ -	
Total Revenue	\$ 50,586	\$ 1,060,171	\$ (1,009,585)	2095.78%

EXPENDITURES:	Budget	Year-to-Date	Balance	% Spent
Contracted Services	-	\$ -	\$ -	0.00%
School Bus Replacement	-	\$ 217,193	\$ (217,193)	0.00%
Site Improvements	1,650,000	\$ 234,066	\$ 1,415,934	14.19%
Consulting Services	1,556,389	\$ 643,796	\$ 912,593	41.36%
Legal Fees	5,000	\$ -	\$ 5,000	0.00%
Building Constr. / Imprvmt	22,000,000	\$ 12,958,503	\$ 9,041,497	58.90%
Furniture, Fixtures & Equip.		\$ 129,218	\$ (129,218)	0.00%
Bond Issuance Costs		\$ -	\$ -	0.00%
Total Expense	25,211,389	14,182,777	\$ 11,028,612	56.26%

Fund Balance 6/30/22 \$ 60,560,352

Budgeted Ending Fund Balance \$ 35,399,549
Month End Fund Balance \$ 47,437,746

Prepared by the Business Office



Market Overview

	Current Period	Year-to-Date
	05/01/2023	01/01/2023
Beginning Market Value	927,133.14	912,808.45
Income		
Dividends	4,323.42	18,648.11
Change in Market Value	0.00	0.00
Ending Market Value	931,456.56	931,456.56

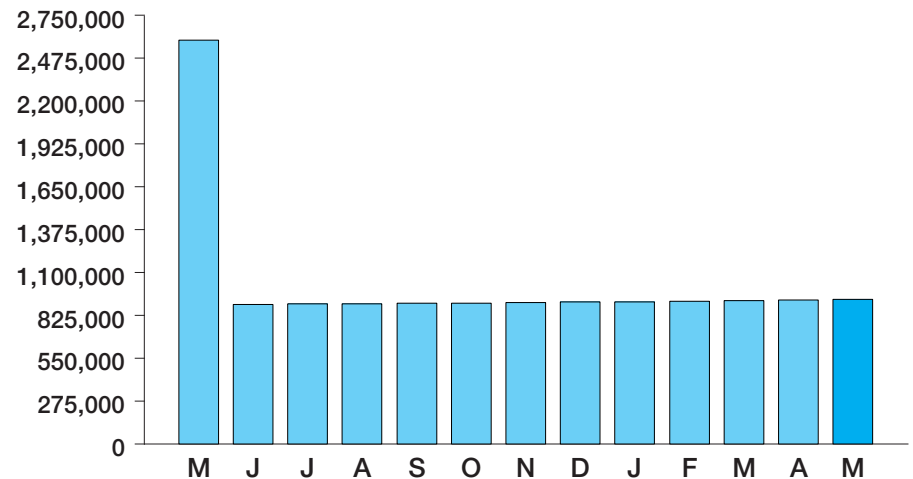
Capital Gains

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

Asset Allocation

	Account Value Percentage	Market Value
■ Money Markets and Cash	100%	\$931,457
	100%	\$931,457

Historical Value





Account Name: Ludington Area Schools Custody Series
2019

Account Number: 150363.1
Statement Period: May 1 - May 31, 2023

Portfolio(s) included in Statement

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

Transaction Summary

	Income Cash	Principal Cash	Cost	Market Value Including Cash
Beginning Market Value	0.00	0.00	927,133.14	927,133.14
Income				
Interest		(4,323.42)	4,323.42	
Dividends		4,323.42		4,323.42
Ending Market Value	0.00	0.00	931,456.56	931,456.56





Statement of Investment Position

Units Description	Symbol Cusip	Cost Basis		Market Value		Unrealized Gain / (Loss)	Estimated Annual Income	Yield %
		Unit	Total	Unit	Total			
Money Markets & Cash								
Money Market Funds								
931,456.56 Michigan Class Cooperative Liquid Asset	SF8888741	1.00	931,456.56	1.00	931,456.56		47,702	5.12
Total Money Market Funds			931,456.56		931,456.56	0.00	47,702	
Total Money Markets and Cash			931,456.56		931,456.56	0.00	47,702	
Account Total			931,456.56		931,456.56	0.00	47,702	



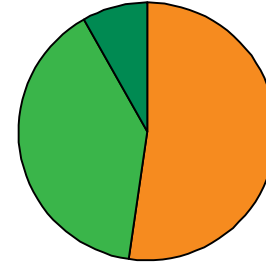
Market Overview

	Current Period	Year-to-Date
	05/01/2023	01/01/2023
Beginning Market Value	50,848,810.61	50,228,035.54
Income		
Interest	195,628.67	653,822.15
Dividends	29,249.10	198,438.93
Net Contributions/Distributions		
Expenses/Fees	(5,978,390.02)	(5,982,817.42)
Change in Market Value	(56,784.29)	(58,965.13)
Ending Market Value	45,038,514.07	45,038,514.07

Capital Gains

	Current Period	Year-to-Date
Short-term Capital Gain / (Loss)	(2,199.17)	(2,726.95)
Long-term Capital Gain / (Loss)	0.00	0.00

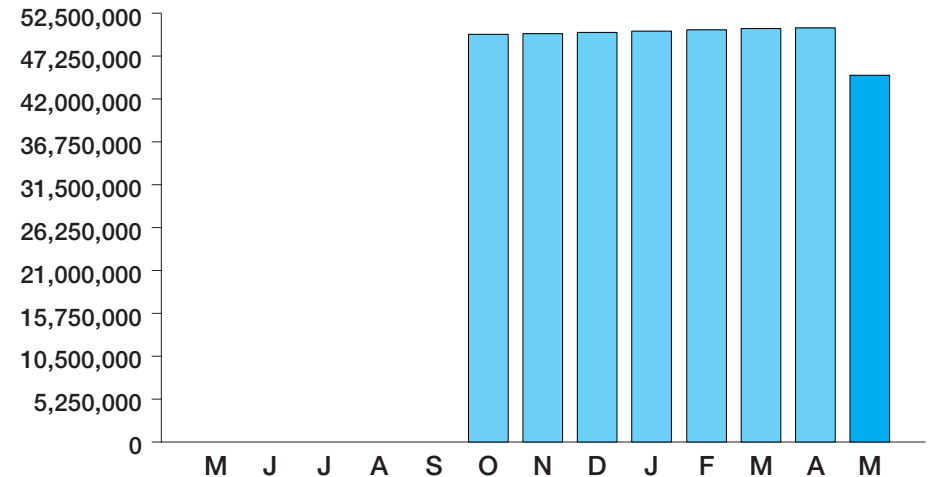
Asset Allocation



- Fixed Income Securities
- Short Term Investments
- Money Markets and Cash

Account Value Percentage	Market Value
52%	\$23,575,184
39%	\$17,761,917
8%	\$3,701,413
100%	\$45,038,514

Historical Value





Portfolio(s) included in Statement

Portfolio Number: 158843.1 Portfolio Name: Ludington Area School District - USD

Transaction Summary

	Income Cash	Principal Cash	Cost	Market Value Including Cash
Beginning Market Value	0.00	0.00	50,828,344.25	50,848,810.61
Income				
Interest		166,379.57	29,249.10	195,628.67
Dividends		29,249.10		29,249.10
Disbursements				
Fees and Expenses		(5,978,390.02)		(5,978,390.02)
Purchases		(18,493,952.90)	18,493,952.90	
Sales & Maturities		24,276,714.25	(24,278,913.42)	(2,199.17)
Change in Market Value				(54,585.12)
Ending Market Value	0.00	0.00	45,072,632.83	45,038,514.07

Statement of Accruals

Units	Asset Description	Payable Date	Rate	Amount
Interest				
3,000,000	Charlotte-Mecklenburg NC Hosp Disc CP DTD 2/14/2023 0% 6/20/2023	06/20/2023	0.014	42,621.67
4,000,000	Duke Univ Health Sys Disc CP DTD 2/27/2023 0% 6/2/2023	06/02/2023	0.012	49,038.89
5,116,000	Farmer Mac DTD 4/22/2021 0.500% 4/22/2024 Call 10/22/2021 @ 100 Step Coupon	10/22/2023	0.001	4,156.75
4,000,000	Federal Home Loan Bank DTD 11/24/2021 0.610% 11/24/2023 Call 05/24/2023 @ 100	11/24/2023	0.000	474.44
5,000,000	Federal Home Loan Bank DTD 12/28/2021 0.950% 6/28/2024	06/28/2023	0.004	20,187.50





Statement of Accruals (continued)

Units	Asset Description	Payable Date	Rate	Amount
Interest				
5,000,000	Federal Home Loan Bank DTD 3/28/2023 5.430% 9/28/2023 Call 06/28/2023 @ 100	09/28/2023	0.010	47,512.50
5,000,000	FEDERAL HOME LOAN BANKS DTD 3/15/2023 5.150% 9/15/2023 Call 06/15/2023 @ 100	09/15/2023	0.011	54,361.11
6,000,000	Inova Health System DTD 4/13/2023 0% 7/13/2023	07/13/2023	0.006	37,875.00
5,000,000	Norton Healthcare Inc CP DTD 5/2/2023 0% 8/1/2023	08/01/2023	0.004	21,458.33
Total Interest				277,686.19
Total Accruals				277,686.19

Bond Maturity Schedule

	Cost	Market Value	% of Fixed Income	Projected Annual Income
Government & Agency Bonds				
Less than 1 year	13,894,500.00	13,895,860.00	33.62	553,400.00
Short Term	4,799,350.00	4,769,550.00	11.54	47,500.00
Total Government & Agency Bonds	18,693,850.00	18,665,410.00	45.15	600,900.00
Corporate Bonds				
Less than 1 year	4,915,452.80	4,909,774.04	11.88	38,370.00
Total Corporate Bonds	4,915,452.80	4,909,774.04	11.88	38,370.00
Short Term Investments				
Less than 1 year	17,761,916.94	17,761,916.94	42.97	910,370.85
Total Short Term Investments	17,761,916.94	17,761,916.94	42.97	910,370.85
Total	41,371,219.74	41,337,100.98	100.00	1,549,640.85





Statement of Investment Position

Units Description	Symbol Cusip	Cost Basis		Market Value		Unrealized Gain / (Loss)	Estimated Annual Income	Yield %	
		Unit	Total	Unit	Total				
Fixed Income Securities									
Government & Agency Bonds									
4,000,000	Federal Home Loan Bank DTD 11/24/2021 0.610% 11/24/2023 Call 05/24/2023 @ 100 Aaa	3130APQT5	0.97	3,897,000.00	97.70	3,907,960.00	10,960.00	24,400	5.04
5,000,000	Federal Home Loan Bank DTD 12/28/2021 0.950% 6/28/2024 Aaa	3130AQ6V0	0.96	4,799,350.00	95.39	4,769,550.00	(29,800.00)	47,500	4.64
5,000,000	Federal Home Loan Bank DTD 3/28/2023 5.430% 9/28/2023 Call 06/28/2023 @ 100	3130AVDH2	1.00	5,000,000.00	99.86	4,993,100.00	(6,900.00)	271,500	5.43
5,000,000	FEDERAL HOME LOAN BANKS DTD 3/15/2023 5.150% 9/15/2023 Call 06/15/2023 @ 100	3130AV5A6	1.00	4,997,500.00	99.90	4,994,800.00	(2,700.00)	257,500	5.25
Total Government & Agency Bonds				18,693,850.00		18,665,410.00	(28,440.00)	600,900	
Corporate Bonds									
5,116,000	Farmer Mac DTD 4/22/2021 0.500% 4/22/2024 Call 10/22/2021 @ 100 Step Coupon	31422XER9	0.96	4,915,452.80	95.97	4,909,774.04	(5,678.76)	38,370	4.44
Total Corporate Bonds				4,915,452.80		4,909,774.04	(5,678.76)	38,370	
Total Fixed Income Securities				23,609,302.80		23,575,184.04	(34,118.76)	639,270	
Short-term Investments									
Short Term Investments									
3,000,000	Charlotte-Mecklenburg NC Hosp Disc CP DTD 2/14/2023 0% 6/20/2023	16085HTL0	0.98	2,949,810.00	98.33	2,949,810.00		145,392	4.93
4,000,000	Duke Univ Health Sys Disc CP DTD 2/27/2023 0% 6/2/2023	26443GT20	0.99	3,950,422.22	98.76	3,950,422.22		196,694	4.93
6,000,000	Inova Health System DTD 4/13/2023 0% 7/13/2023	45778PUD9	0.99	5,926,775.00	98.78	5,926,775.00		307,208	5.02
5,000,000	Norton Healthcare Inc CP DTD 5/2/2023 0% 8/1/2023	66863EV11	0.99	4,934,909.72	98.70	4,934,909.72		261,076	5.30
Total Short Term Investments				17,761,916.94		17,761,916.94	0.00	910,371	
Total Short Term Investments				17,761,916.94		17,761,916.94	0.00	910,371	





Statement of Investment Position (continued)

Units Description	Symbol Cusip	Cost Basis		Market Value		Unrealized Gain / (Loss)	Estimated Annual Income	Yield %
		Unit	Total	Unit	Total			
Money Markets & Cash								
Money Market Funds								
3,701,413.09 Michigan Class Cooperative Liquid Asset	SF8888741	1.00	3,701,413.09	1.00	3,701,413.09		189,556	5.12
Total Money Market Funds			3,701,413.09		3,701,413.09	0.00	189,556	
Total Money Markets and Cash			3,701,413.09		3,701,413.09	0.00	189,556	
Account Total			45,072,632.83		45,038,514.07	(34,118.76)	1,739,197	



Ludington Area Schools
Board of Education
Meeting Minutes May 15, 2023

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

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

REGULAR MEETING

- I. Call to Order & Roll Call ~ The meeting was held in Ludington High School, Peterson Auditorium, 508 North Washington Avenue, Ludington, Michigan, 49431. The meeting was called to order by Board President Steve Carlson at six o'clock p.m.
Members Present: Steve Carlson, Dr. Bret Autrey, Scott Foster, Stephanie Reed, Leona Ashley and Sarah Lowman
Members Absent: Mike Nagle
- II. Pledge of Allegiance
- III. Agenda Modifications - None to report.
- IV. Citizen Participation – Three citizens addressed the Board.
- V. Consent Agenda
 - A. Ratification of Bill Payment Per Summary dated May 15, 2023 was approved by consent.
 - B. Minutes for Regular Meeting April 17, 2023, May 10, 2023 Special & Closed Meetings were approved by consent.
 - C. Hiring approvals for the following position was approved by consent:
 - Deb Hillier, Food Service Aide
 - D. Resignation acceptances were approved by consent for Joan Allard, Mallory Sarnowski, Ryan Lewis, Cori Towns.
 - E. Retirement acceptance was accepted by consent for Susan Shoup.
 - F. L-4029 Tax Rate Request Form was approved by consent.
 - G. School of Choice for the 2023-2024 school year was approved by consent with the deadline of August 4, 2023 for accepting applications.
Motion by Autrey, supported by Reed, to approve the consent agenda as presented.
Vote: Ayes: Carlson, Autrey, Foster, Reed, Ashley, Lowman. Nays: None. Motion: Carries 6-0.
- VI. Board Committee Reports
 - A. Sarah Lowman presented the Personnel Committee Report.
 - B. Stephanie Reed presented the Building & Site Committee Report.
 - C. Dr. Bret Autrey presented the finance topics discussed at the special meeting on May 10, 2023.
- VII. Superintendent Report and Comments
 - A. Dr. Kyle Corlett shared the Soaring Oriole Award which was presented to Judy Bussey.
- VIII. Discussion Items
 - A. The bond project certificate for payment application in the amount of \$2,258,519.96 was presented. The project is at 24% completion.
 - B. West Shore Educational Service District Biennial Election Resolution was discussed. Three candidates are running for two seats; Vincent Greiner, Jim Riffle and Jason Wolven.
 - C. Neola Policy Updates Volume 37 Number 2 as listed were presented at the April meeting were recommended for approval:
 - Policy 2623 - Student Assessment (Revised)
 - Policy 6325 - Procurement - Federal Grants/Funds (Revised)

Ludington Area Schools
Board of Education
Meeting Minutes May 15, 2023

- Policy 8390 - Animals on District Property (Revised)
- Policy 8400 - School Safety Information (Revised)
- Policy 7540.02 – Web Accessibility, Content, Apps, and Services (Revised)
- Policy 7540.03 - Student Technology Acceptable Use and Safety (Revised)
- Policy 7540.04 - Staff Technology Acceptable Use and Safety (Revised)
- Policy 8300 - Continuity of Organizational Operations Plan (Revised)
- Policy 8305 - Information Security (Revised)
- Policy 8315 - Information Management (Revised)
- Policy 9700.01 - Advertising and Commercial Activities (Revised)

- D. Professional Development Advisory Committee district representatives are the Building Network Teams. Dr. Corlett commented that he appreciates staff and the work they do serving on these committees.
- E. A generator for the transportation department was discussed. In the event there is a power outage it is needed to operate the fuel pumps for District use and Mason County emergency personnel. Three bids were received, the one from C & I Electric in the amount of \$14,810 is recommended for approval. The two other bids received were for smaller units.

IX. Action Items

- A. Motion by Autrey, supported by Foster, to approve the Bond Project Application and Certificate for Payment #37 in the amount of \$2,258,519.96 as presented.
Vote: Ayes: Carlson, Autrey, Foster, Reed, Ashley, Lowman. Nays: None. Motion: Carries 6-0.
- B. Motion by Ashley, supported by Lowman, to approve the West Shore Educational Service District Biennial Election Resolution designating Scott Foster as the District Board Representative and designate Mike Nagle as an alternate representative, to vote for Vincent Greiner for a six year term and Jim Riffle for a six year term at the WSESD meeting June 5, 2023.
Vote: Ayes: Carlson, Autrey, Foster, Reed, Ashley, Lowman. Nays: None. Motion: Carries 6-0.
- C. Motion by Reed, supported by Foster, to approve Neola Policy Update Volume 37 Number 2 as listed and presented:
- Policy 2623 - Student Assessment (Revised)
 - Policy 6325 - Procurement - Federal Grants/Funds (Revised)
 - Policy 8390 - Animals on District Property (Revised)
 - Policy 8400 - School Safety Information (Revised)
 - Policy 7540.02 – Web Accessibility, Content, Apps, and Services (Revised)
 - Policy 7540.03 - Student Technology Acceptable Use and Safety (Revised)
 - Policy 7540.04 - Staff Technology Acceptable Use and Safety (Revised)
 - Policy 8300 - Continuity of Organizational Operations Plan (Revised)
 - Policy 8305 - Information Security (Revised)
 - Policy 8315 - Information Management (Revised)
 - Policy 9700.01 - Advertising and Commercial Activities (Revised)
- Vote: Ayes: Carlson, Autrey, Foster, Reed, Ashley, Lowman. Nays: None. Motion: Carries 6-0.
- D. Motion by Autrey, supported by Reed, to designate and approve the Professional Development Advisory Committee as our Building Network Teams who plan professional development for the District as presented.
Vote: Ayes: Carlson, Autrey, Foster, Reed, Ashley, Lowman. Nays: None. Motion: Carries 6-0.

Ludington Area Schools
Board of Education
Meeting Minutes May 15, 2023

- E. Motion by Foster, supported by Autrey, to approve the bid from C & I Electric for the purchase of a 22KW Generac Generator as presented in the amount of \$14,810.
Vote: Ayes: Carlson, Autrey, Foster, Reed, Ashley, Lowman. Nays: None. Motion: Carries 6-0.
- X. Other Items of Business and Announcements ~ Dr. Corlett thanked Emily Garland for the Mason County District Library Annual Report and the Unbound Program. Parents can Opt out of the program and those who utilize the service get notified of the materials their students are receiving. Teachers have the ability to remove materials as well.
- XI. Adjournment ~ Motion by Autrey, supported by Reed, to adjourn the meeting at 6:33 p.m.
Vote: Ayes: Carlson, Autrey, Foster, Reed, Ashley, Lowman. Nays: None. Motion: Carries 6-0.

Michael W. Nagle, Secretary, Board of Education

Approved _____

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



June 15, 2023

Tyrone Collins
Ludington Area School District
809 E Tinkham Ave
Ludington, MI 49431
231-845-7303

Subject: Inventory and Segregate Chemistry lab materials

Dear Tyrone,

Thank you for the opportunity to provide this proposal for the Inventory and Segregation of lab materials at Ludington School District.

HEPACO is the premier environmental contractor with coverage over 45 regional offices. We specialize in emergency response, industrial services, remediation, and waste services. HEPACO serves a multitude of customers including transportation companies, energy companies, environmental consultants, industrial facilities, terminals, environmental service companies, general contractors, property owners, and many other public and private-sector clients.

HEPACO, with its well-rounded and cross-trained staff, can effectively and efficiently complete this project and appreciates the opportunity. We stand firmly behind our work and always strives to deliver exceptional value and a high level of service at reasonable pricing.

Scope of Work

HEPACO will provide the following:

- Personnel and PPE to inventory and segregate lab materials
- Move materials to specified location on site.

Assumptions

HEPACO assumes the following:

- All work will be completed in one mobilization unless otherwise noted
- Waste will be stored on site until a quote for disposal is obtained from inventory.
- We plan on 4 days for job, including travel days. If the project takes less time we will bill for that time.

Price



A pricing itemization is provided in Attachment A.

HEPACO Basic Conditions:

- All projects require a (2) two week notice to process. HEPACO will make every effort possible to meet all our client's requests; however, HEPACO can not guarantee a project start date with less than (2) two weeks' notice to proceed.
- This proposal is contingent upon credit approval and valid for thirty days
- For any additional work beyond the original scope of work, time and material rates will apply.
- Except for minimums, billing will be based on actual quantities at unit costs (see Attachment A).
- A four-hour minimum will apply to all unit costs quoted by the hour
- Unit costs quoted by the day will be billed at the full day rate for any work on site. There will be no partial billing for partial workdays.
- Unit costs quoted by the day apply up to eight hours per day. After eight hours per day, the day rate will be pro-rated for additional hours.
- Unit costs are based on a non-union work force, no prevailing wages, no overtime work, and no performance bond.
- Additional costs related to unexpected, concealed, or unknown conditions or any delays at the project site shall be incurred by customer.
- HEPACO will not be held responsible if underground or above ground structures, cables, conduits, site features, property, materials, or equipment are destroyed, damaged, or rendered inoperable during the project.
- Pricing is based on current fuel prices. If fuel prices increase, additional charges may apply.
- Pricing includes HEPACO's standard insurance coverage. Adding additional insured or increased coverages will be at additional cost and will be quoted on a case-by-case basis.



Again, thank you for the opportunity and we look forward to completing this project.

Sincerely,

William Swope

William Swope
HEPACO Project Manager



Subject: Inventory and Segregate Chemistry lab materials

By signing below the customer acknowledges that they have received, reviewed, and agree to the HEPACO Terms and Conditions provided in Attachment B.

Owner or Owner Agent:

Print Name

Signature:

Owner or Owner Agent

Date of Acceptance:

ATTACHMENT A
PRICING ITEMIZATION TABLE

ATTACHMENT B
TERMS AND CONDITIONS

WITNESSETH: That the Owner and HEPACO, for the consideration hereinafter named, agree as follows:

1. STATEMENT OF WORK. HEPACO shall furnish the personnel, equipment, materials, services, and facilities to perform the work described in HEPACO's proposal (hereinafter the "Work").

The Work shall be performed in accordance with, and the rights and obligations of the parties shall be governed by, the additional terms and conditions set forth herein, which terms and conditions together with all Exhibits (the "Agreement") thereto are incorporated herein by reference.

2. COMMENCEMENT OF HEPACO'S WORK. HEPACO shall commence its Work as soon as possible after Owner signs the proposal. HEPACO shall then diligently pursue its Work, and Owner shall perform its obligations in accordance with the terms of the Agreement.

3. CONSIDERATION AND PAYMENT. Owner shall pay HEPACO for HEPACO's labor, equipment, materials, reporting and administrative tasks, services and other items furnished in performance of HEPACO's Work until completion or until the earlier termination of this Agreement. Such payment shall be made by Owner to HEPACO within ten (10) days from the date of HEPACO's invoices for payment related to its Work or Extra Work. If payment is not received by HEPACO within ten (10) days of the date of HEPACO's invoices, interest shall accrue on such payment due at the rate of eighteen percent (18%) per annum or the maximum finance charge allowed by law, whichever is less. Owner shall pay any attorneys' fees, collection fees, arbitration fees, including, but not limited to compensation of the arbitrator(s), and expert witness fees and costs or other costs incurred by HEPACO in collecting any late amounts due HEPACO. The sole and exclusive venue for any arbitration proceedings shall be Charlotte, North Carolina without regard to any application of the Federal Arbitration Act. The arbitration proceedings will be governed by the North Carolina Revised Uniform Arbitration Act.

4. RESPONSIBILITIES OF HEPACO.

A. HEPACO

(1) Will obtain any license to do business or other permit or license required to perform the Work unless otherwise specified in the proposal.

(2) Will perform the Work in compliance with the terms and conditions of this Agreement, and with the standards normally followed by those performing Work of the type performed hereunder in the same or similar locality of the Site; and

(3) Will provide adequate personnel, equipment, and material required to perform the Work, which equipment and materials will be maintained in good working order throughout the performance of the Work.

B. HEPACO shall take reasonable safety precautions with respect to the Work contained in any project safety plan agreed to by the Owner and HEPACO or equivalent document, including modifications thereto.

C. In performing the Work, HEPACO may provide the Owner with certain proposals, reports, or other similar information which are provided for the exclusive use of the Owner and may not be used or relied on by another person. Such proposals, reports, and other information shall become the property of the Owner; however, all original data gathered by HEPACO and all HEPACO's work papers shall remain the sole and exclusive property of HEPACO.

D. Upon completion of the Work or upon termination of this Agreement prior to completion, HEPACO may perform such other services, or such other or additional work as may be deemed necessary in the judgement of HEPACO to prepare the Work or the Site to be left unattended for an indefinite period, provided, however, HEPACO by performing such other or additional services or Work does not undertake to render this Site unsafe. Owner shall compensate HEPACO for such Extra Work/additional services based on HEPACO's then current non-emergency Time and Material Rate Schedule as set forth in Exhibit A attached hereto and incorporated herein by reference.

E. In an emergency threatening injury to persons or damage to property, where it is impracticable for HEPACO to obtain prior authorization from the Owner, HEPACO may in its discretion, take such actions as it shall deem appropriate to prevent threatened

injury or damage. The Owner shall compensate HEPACO for such Extra Work/additional services based on HEPACO's then current Time and Materials Rate Schedule as set forth in Exhibit A attached hereto and incorporated herein by reference.

F. HEPACO will be responsible for performing its duties under this Agreement and agrees to hold harmless and defend the Owner from and against any and all losses, liabilities, and costs (including but not limited to attorneys' fees) which the Owner may incur, become responsible for or pay out as a result of death or bodily injury to any person, or destruction or damage to any property, caused solely by any negligent act or omission of HEPACO or its employees, in the performance of this Agreement.

5. RESPONSIBILITIES OF THE OWNER.

A. The Owner will provide HEPACO with an accurate description of the Site and will furnish HEPACO all available surveys describing the physical characteristics, legal limitations, and utility locations at the Site and an accurate statement concerning other physical conditions at the Site.

B. The Owner will communicate to HEPACO any relevant change in the information pertinent to the Site, the services and the Work, and the surveys described in Section 5-A, or in the designated facility's permitted status for the waste materials, immediately after the Owner receives any information or communication

C. Owner will provide HEPACO, its employees, and subcontractors full and uninhibited access to the Site and a safe working environment for the work.

D. The Owner agrees to hold harmless and defend HEPACO from and against any and all losses, liabilities, and costs (including but not limited to attorneys' fees) which HEPACO may incur, become responsible for or pay out as a result of death or bodily injury to any person, or destruction or damage to any property, resulting from any cause related to the Work, the site, or the waste materials other than the sole negligence of HEPACO or its employees.

E. Neither the Owner nor HEPACO shall be obligated to hold harmless or defend the other from or against any liability resulting from the negligence or willful misconduct of the party seeking to be held harmless or defended.

6. CHANGE ORDERS. The Owner may request changes in the work consisting of additions or other revisions ("Extra Work"), and if the change is approved and accepted by HEPACO, the Agreement price and completion date shall be adjusted, if appropriate. Owner shall pay HEPACO for HEPACO's labor, equipment, materials, services and other items furnished in performance of HEPACO's Extra Work in accordance with HEPACO's Time and Materials Rate Schedule and Reimbursement Terms and Conditions attached hereto and incorporated herein by reference as Exhibits A. Owner hereby acknowledges that it has received and reviewed such Time and Materials Rate Schedule and the Reimbursement Terms and Conditions, and the terms and rates set forth therein for HEPACO's Extra Work are reasonable and accepted by the Owner. HEPACO shall not be obligated to proceed with any changed or extra Work until HEPACO receives an agreed upon and fully executed Change Order.

HEPACO may, from time to time, at the request of Owner, provide a best estimate for HEPACO's costs in performing Extra Work. Such estimate or quote given by HEPACO is ONLY AN ESTIMATE and not a firm contract price nor a "not to exceed" price. Owner acknowledges that, despite any estimate given by HEPACO, Owner shall pay the price as billed by HEPACO in accordance with the Time and Materials Rate Schedule and the Reimbursement Terms and Conditions attached hereto and incorporated herein by reference as Exhibit A.

7. TERMINATION OF AGREEMENT. Upon any material breach of this Agreement by one party, the other party shall give the breaching party five (5) days written notice to cure the breach. If within such five (5) days, the breach is not reasonably cured, the non-breaching party may terminate this Agreement after five (5) days following receipt by the breaching party of an additional written notice, which notice shall make reference to Section 7 of this Agreement and describe the alleged breach. At termination of the Agreement, the Owner shall pay HEPACO monies due HEPACO for Work performed through the termination date, including other additional services or Extra Work performed as described in Sections 4D, 4E and 6 of this Agreement, respectively, plus reasonable overhead and profit on Work not performed plus all costs incurred by HEPACO in terminating subcontracts and purchase orders and all costs of demobilization per the terms of this Agreement. Such payment shall be due and payable as of the termination date. All obligations arising prior to termination and all rights and obligations of the parties pursuant to Sections 3, 5B and 11 of this Agreement shall survive any termination of this Agreement. Reasonable overhead and profit on Work not executed shall be 20% of the total cost paid by Owner to any third party to complete HEPACO's Scope of Work.

8. DELAYS AND EXTENSIONS OF TIME. If HEPACO is delayed at any time in the progress of the Work by any negligent or willful act of the Owner, by any act of another contractor of the Owner, by adverse weather conditions not reasonably anticipated, unavoidable casualties, or by any other cause beyond HEPACO's control or by delay authorized by the Owner pending arbitration, the time for completion of the Work shall be extended for a time equal to the time of such delay. Such causes beyond HEPACO's control shall include, without limitation, acts of God, acts of war, riots, fire, explosion, accident or flood, embargo, sabotage, shortage of fuel, energy, materials, labor or facilities, breakage or failure of equipment or apparatus, governmental law, ordinance, rule, regulation, order or actions, injunction or restraining order, labor trouble, strike lockout or injunction (provided HEPACO shall not be required to settle a labor dispute against its own judgment). In addition to a time extension, HEPACO shall also be entitled to additional compensation for additional costs incurred by HEPACO due to delays caused by or the responsibility of the Owner.

9. SUBCONTRACT AND ASSIGNABILITY. HEPACO may at any time delegate, orally or in writing, the performance of the Work or any portion thereof. Except for the right to payment, neither party may assign its rights under the Agreement.

10. INSURANCE. HEPACO shall secure and maintain throughout the full period of this Agreement insurance sufficient in the judgment of HEPACO to protect it adequately from claims under applicable Workers' Compensation Act and from claims for bodily injury, death or property damage as may arise from the performance of the Work. HEPACO will, upon request, deliver certification of such insurance coverage to Owner.

11. LIMITATION OF LIABILITY. In no event shall HEPACO be liable (whether in tort, Agreement, strict liability or otherwise) to the Owner, or the Owner's insurers for any incidental, special, indirect, or consequential damage of any kind (including but not limited to lost, delayed, or diminished use of the Site or any plant or other facility owned or operated by the Owner on the Site or any other lost, delayed or diminished profits or opportunities) resulting from HEPACO's performance under this Agreement.

12. ARBITRATION.

A. All claims, disputes, and other matters in question between the Owner and HEPACO arising out of, or relating to, this Agreement or the breach thereof, at the sole option of HEPACO, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Judgment upon the award entered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Owner and HEPACO expressly agree that the arbitrator or arbitrators shall have the power and authority to grant reasonable attorneys' fees and costs to the prevailing party in resolution of the claims, differences and/or controversies arising from this agreement.

B. Notice of the Demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. The Demand for Arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or statute of repose.

C. Unless otherwise agreed in writing, HEPACO shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to HEPACO in accordance with this Agreement.

13. GOVERNING LAW AND VENUE. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement shall also be deemed to have been made under the laws of the State of North Carolina. The sole and exclusive venue for all arbitrations or other proceedings between Owner and HEPACO shall be Charlotte, North Carolina, regardless of the applicability of the Federal Arbitration Act. The proceedings shall be governed by the North Carolina Revised Uniform Arbitration Act.

14. NO WAIVER. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a Waiver of any future detail, whether like or different in character.

15. CAPTIONS AND HEADINGS. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to definite, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

16. SEVERABILITY. If any provision of this Agreement, or application thereof to any person or circumstance, shall by any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to

which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. ENTIRE AGREEMENT. This Agreement, including the Exhibits hereto which are incorporated herein by reference, represents the entire understanding and agreement between the parties hereto relating to the Work and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by the party so to be bound thereby.

18. ENUMERATION OF CONTRACT DOCUMENTS. This Agreement consists of the following documents, all of which are incorporated herein by reference:

1. Proposal by HEPACO (including Attachment A – Itemized Pricing)
2. Exhibit “A” - Non-Emergency Response Rate Schedule; and
3. Exhibit “B” – Reimbursement Terms and Conditions for Time and Material Contracts.

EXHIBIT A

**NON-EMERGENCY RESPONSE RATE SCHEDULE
(REV22A Non-ER - Effective March 18, 2022)**



EXHIBIT A - NON-EMERGENCY RESPONSE RATE SCHEDULE

LABOR	JOB CATEGORY	HOURLY RATES		
		Straight Time	Premium Rates	
			Overtime	Holiday Time
L4	Emergency Response Manager	\$142.00	\$213.00	\$284.00
L6	Project Manager	\$106.00	\$159.00	\$212.00
L9	Senior Health/Safety Specialist	\$90.00	\$135.00	\$180.00
L15	Supervisor/General	\$79.60	\$119.40	\$159.20
L16	Field Manager/Response Coordinator	\$78.60	\$117.90	\$157.20
L17	Boat Operator	\$76.00	\$114.00	\$152.00
L18	Foreman/General	\$69.60	\$104.40	\$139.20
L20	Equipment Operator	\$69.60	\$104.40	\$139.20
L22	Truck Driver	\$69.60	\$104.40	\$139.20
L24	Technician	\$56.60	\$84.90	\$113.20
L5	Certified Industrial Hygienist	\$138.00	\$207.00	\$276.00
L25	Project Accountant	\$65.00	\$97.50	\$130.00
L28	Administrative Assistant	\$55.00	\$82.50	\$110.00
L29	Environmental Professional/Chemist	\$80.00	\$120.00	\$160.00
LODGING & PER DIEM				
L31	Per Diem	\$195.00	Day	
PERSONAL PROTECTIVE EQUIPMENT (PPE)				
PPE1	Level A (per Person) – Includes First SCBA Bottle	\$710.00	Day	
PPE2	Level B (per Person) – Includes First SCBA Bottle	\$300.00	Day	
PPE3	Level C (per Person) – Includes First Set of Filters	\$220.00	Day	
PPE4	Level D (per Person)	\$45.00	Day	
PPE46	Level D FR Clothing Required (per Person)	\$52.00	Day	
PPE47	Confined Space Entry Package	\$610.00	Day	
PPE48	Confined Space Rescue Package	\$2,200.00	Day	
PPE49	Cold Weather/Mustang Suit (per Person)	\$140.00	Day	
VEHICLES – ROLLING STOCK				
V1	Mobile Command Center (53')	\$188.85	Hour	
V2	Command Center Trailer (30')	\$97.85	Hour	
V3	Emergency Response Trailer (12' to 14')	\$61.65	Hour	
V4	Emergency Response Trailer (24')	\$95.89	Hour	
V5	Emergency Response Trailer (32')	\$107.64	Hour	
V6	Chemical Transfer Trailer	\$101.76	Hour	
V7	Boom Trailer (Boom not included)	\$54.80	Hour	
V8	Emergency Response Truck	\$96.87	Hour	
V9	Decontamination Trailer	\$39.14	Hour	
V11	Road Tractor	\$90.02	Hour	
V12	Stainless Steel Vac Tanker	\$117.42	Hour	
V14	Vacuum Tanker	\$93.94	Hour	
V16	Frame Truck	\$61.65	Hour	
V19	Service Truck (Mechanic)	\$43.05	Hour	
V21	Rail (Roll Off) Trailer	\$49.90	Hour	
V24	12' - 16' Utility Trailer	\$20.55	Hour	
V25	Vacuum Truck (3,000 - 3,500 Gal.)	\$141.88	Hour	
V27	Air Mover Vacuum Truck w/Rotary Vane	\$203.53	Hour	
V29	High-Rail Vacuum Truck	\$298.44	Hour	

V30	Vacuum Truck/Trailer Clean Out Charge	\$407.06	Each
V34	Pick-up Truck (3/4 Ton and 1/2 Ton)	\$22.57	Hour
V37	Pick-up Truck (4 Wheel Drive)	\$23.51	Hour
V38	Flatbed w/Lift Gate	\$76.32	Hour
V39	1 Ton Flatbed (Crew Cab)	\$26.46	Hour
V43	UTV/ATV Vehicles	\$37.18	Hour
V46	Box Truck (16' to 24')	\$48.37	Hour
V49	Dump Truck	\$57.73	Hour

V50	Box Trailer	\$34.25	Hour
V60	Pressure Washer Box Truck	\$127.21	Hour
V61	Pressure Washer Trailer	\$107.64	Hour
V56	Vehicle Use - Pick-Ups, Vans, Cars	\$0.70	Mile
V57	Vehicle Use – Large Trucks	\$2.20	Mile
V58	Decontamination Charge (Cost + %)	25	%
V59	Miscellaneous Rentals (Cost + %)	25	%

BOATS AND MARINE EQUIPMENT – Workboat includes motor

B5	Workboat (30' - 39')	\$210.00	Hour
B6	Workboat (20' - 29')	\$68.25	Hour
B7	Workboat (17' - 19')	\$36.75	Hour
B8	Workboat (12' - 16')	\$33.60	Hour
B9	Workboat (up to 12')	\$15.75	Hour

HEAVY EQUIPMENT

HEQ1	Backhoe 416B or equivalent	\$53.82	Hour
HEQ5	Skidsteer	\$48.93	Hour
HEQ6	Skidsteer Sweeper Attachment or equivalent (when rented with Skidsteer)	\$11.74	Hour
HEQ7	Skidsteer Sweeper Brush Wear in addition to Sweeper Rental	\$170.26	Inch (Diameter)
HEQ8	Skidsteer Fork Attachment or equivalent (when rented with Skidsteer)	\$11.74	Hour
HEQ9	Skidsteer Trailer (when rented with Skidsteer)	\$23.48	Hour
HEQ10	5000-Lb Forklift – All Terrain 4 x 4	\$81.22	Hour
HEQ13	JD 544 Rubber Tire Loader or equivalent	\$100.79	Hour
HEQ16	CAT 943 Track Loader or equivalent	\$73.39	Hour
HEQ19	Mini Excavator	\$78.28	Hour
HEQ20	PC 150 Excavator or equivalent	\$132.10	Hour
HEQ47	Maintenance & Repair (Cost + %)	25	%

RECOVERY / TREATMENT / STORAGE EQUIPMENT

R2	36" Barrel Skimmer	\$121.80	Hour	
R7	24" Barrel Skimmer	\$113.40	Hour	
R8	Up to 17" Containment Boom (per foot)	\$3.15	Day	
R9	18" Containment Boom (per foot)	\$4.20	Day	
R15	1" Electric Pump	\$21.00	Hour	+REBUILD
R16	1" Polypropylene Pump	\$23.10	Hour	+REBUILD
R17	1-1/2" Double Diaphragm Pump	\$37.80	Hour	+REBUILD
R18	Submersible (2") Pump	\$45.15	Hour	+REBUILD
R20	2" Stainless Steel Diaphragm Pump	\$52.50	Hour	+REBUILD

R21	2" Diaphragm Pump	\$37.80	Hour	+REBUILD
R22	2" Trash Pump	\$31.50	Hour	+REBUILD
R23	3" Diaphragm Pump	\$43.05	Hour	+REBUILD
R24	3" Stainless Steel Pump	\$73.50	Hour	+REBUILD
R25	3" Trash Pump	\$36.75	Hour	+REBUILD
R33	Industrial Water Hose	\$2.10	Per Foot Per Day	
R35	2" Discharge Hose	\$5.25	Per Foot Per Day	
R36	3" Discharge Hose	\$8.40	Per Foot Per Day	
R37	2" Chemical Suction Hose	\$37.80	Per Foot Per Day	
R38	3" Chemical Suction Hose	\$59.85	Per Foot Per Day	
R39	2" Reg. Suction Hose	\$9.45	Per Foot Per Day	
R40	3" Reg. Suction Hose	\$13.65	Per Foot Per Day	
R44	6" Aluminum Vacuum Pipe (£ 10' section)	\$31.50	Day	
R45	6" Aluminum Fittings (90's, 45's, etc.)	\$63.00	Day	
R46	6" Aluminum Wye's	\$147.00	Day	
R47	Hydraulic Hose (£ 100' section)	\$126.00	Day	
R59	10 – 15 CFM Air Compressor	\$21.00	Hour	
R61	185 CFM Air Compressor	\$42.00	Hour	
R70	Betts Emergency Unloading Fixture	\$126.00	Hour	
R76	Poly Tote 250 to 350 Gal.	\$22.05	Hour	
R79	Frac Tank Containment	\$73.50	Day	
R81	21,000 Gallon Frac Tank	\$115.50	Day	

R83	Roll Off Box	\$52.50	Day	
R86	Vacuum Box	\$157.50	Day	
R87	Drum Vacuum - single head	\$44.10	Hour	
R88	Drum Vacuum - dual head	\$46.20	Hour	
R98	Skim Pack	\$97.65	Hour	
R99	Brush Skimmer	\$152.25	Hour	
R102	Boom Vane	\$798.00	Day	
R103	Watergate Unit	\$798.00	Day	
R101	Hose & Equipment, Cleaning, Repair (Cost + %)	25	%	

MISCELLANEOUS EQUIPMENT

ME2	Portable Light Stand	\$42.89	Hour	
ME4	Light Plant	\$43.89	Hour	
ME15	Drill	\$11.97	Hour	
ME16	Sawzall	\$11.97	Hour	
ME24	Generator - Up to 5 KW	\$31.92	Hour	
ME25	Generator - 6-30 KW	\$51.98	Hour	
ME34	Pressure Cleaner – 2,500 psi	\$55.86	Hour	
ME35	Hot Water Pressure Washer 3,000/4,000 psi	\$60.85	Hour	
ME36	High Pressure Washer - 10,000 psi (28 gal/min)	\$127.68	Hour	
ME37	High Pressure Washer - 10,000 psi (70 gal/min)	\$171.57	Hour	
ME107	3D/2D Cleaning Head	\$60.85	Hour	
ME39	Air Blower	\$11.97	Hour	
ME43	Cut Off Saw	\$39.90	Hour	

ME61	Shop Vac	\$9.98	Hour
ME62	Mercury Vac	\$49.88	Hour
ME63	HEPA Vac	\$49.88	Hour
ME65	AFD/Negative Air Machine (w/o Filters)	\$21.95	Hour
ME66	Non-Sparking Tool Set (reconditioning additional, if required)	\$43.89	Hour
ME67	Tanker Tapping Kit	\$47.88	Hour
ME76	Air Tools (Each)	\$11.97	Hour
ME80	Step Ladders	\$11.97	Hour
ME106	Misc Items (without a corresponding line item) (Cost + %)	25	%

MATERIALS/DISPOSABLES			
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M6	Oil Snare on Rope	\$144.20	Each
M7	Oil Snare	\$125.66	Each
M8	Absorbent Roll	\$288.40	Each
M9	Absorbent Sweep	\$184.37	Each
M15	Oil Dry (Bag)	\$21.50	Each
M16	Vermiculite (Bag)	\$28.84	Each
M39	Cotton Rags (per pound)	\$8.24	Each
M40	Acid Socks	\$52.53	Each
M41	Petroleum Socks	\$26.78	Each
M43	Absorbent Pads – Chemical	\$26.15	Each
M45	5 Gallon Bucket	\$20.60	Each
M46	5 Gallon Biohazard Disposal Package	\$321.36	Each
M54	Poly Bags - 6 Mil	\$6.18	Each
M55	Duct Tape/Roll	\$15.45	Each
M56	DOT & Hazardous Waste Labels	\$7.21	Each
M57	Cubic Yard Box	\$142.14	Each
M58	Cubic Yard Box Liner	\$89.61	Each
M62	55 Gallon Drum Liners - 10 Mil	\$21.63	Each
M63	Roll Off Liners	\$175.10	Each
M64	17H/E 55 Gallon Drums	\$134.63	Each
M65	17H/E 55 Gallon - Reconditioned Drums	\$95.12	Each
M68	15 Gallon Poly/Steel Drums	\$73.13	Each
M69	20 Gallon Poly/Steel Drums	\$79.31	Each
M70	30 Gallon Poly/Steel Drums	\$92.70	Each
M71	55 Gallon Poly Drums	\$110.05	Each
M72	85 Gallon Recovery Drums - Steel	\$296.64	Each
M73	95 Gallon Recovery Drums - Plastic	\$373.89	Each

M75	Absorbent Boom - Disposable - 4"	\$118.45	Each
M76	Absorbent Boom - Disposable - 5"	\$281.19	Each
M78	Absorbent Pads (per Bale)	\$167.32	Each
M134	Biosolve (or equivalent)	\$98.88	Gallon
M135	Microblaze (or equivalent)	\$100.94	Gallon
M148	pH Paper (per package)	\$31.93	Each
M149	Sample Container	\$16.48	Each
M162	Disposable Flex Pipe 6", 100 ft. roll	\$447.02	Each

M163	Disposable Flex Pipe 4", 100 ft. roll	\$357.41	Each
M173	Miscellaneous (without corresponding item)(Cost + %)	25	%
MONITORING/SAMPLING EQUIPMENT AND MATERIALS			
M/SE1	PID Meter	\$29.40	Hour
M/SE24	Personnel Air Sampling Pumps (Low & Medium Flow)	\$10.50	Hour
M/SE25	High Volume Air Sampling Pump	\$25.20	Hour
M/SE27	Oxygen Detector	\$11.55	Hour
M/SE28	Explosion Meter	\$11.55	Hour
M/SE29	Drager Pump	\$12.60	Hour
M/SE31	4 Gas Meter	\$44.10	Hour
M/SE32	Hazardous Characterization Kit	\$298.20	Hour
M/SE37	PID w/3 Gas Meter	\$61.95	Hour
M/SE40	Mercury Monitor	\$91.35	Hour
LABORATORY AND ANALYTICAL			
LA72	Miscellaneous Tests (without a line item)(Cost + %)	25	%
DISPOSAL			
D1	Drum Storage (Each)	\$28.35	Day
D2	Non-Haz Solids Disposal	\$210.00	Drum
D3	Non-Haz Solids Disposal	\$73.50	Ton
D4	Non-Haz Liquids Disposal	\$1.05	Gallon
D5	Non-Haz Sludge Disposal	\$253.05	Ton
D6	Non-Haz Cubic Yard Box Disposal	\$656.25	Each
D7	Non-Haz Liquids Disposal	\$630.00	Tote
D8	Non-Haz Liquids Disposal	\$141.75	Drum
D9	Non-Haz Overpacked Drum Surcharge	\$157.50	Drum
D10	Bio-Hazardous Disposal	\$525.00	Drum
D11	Waste Profile Fee	\$105.00	Each
D12	Waste Transportation (other than trucks)(Cost + %)	25	%
D13	Miscellaneous Non-Haz Disposal (Cost + %)	25	%
D14	Hazardous Waste Disposal (Cost + %)	25	%
REPORTS			
E1	DOT 5800	\$145.23	Each
E2	State/Local Regulatory Telephonic Reporting (per notification)	\$24.72	Each
E3	NRC Report	\$48.41	Each
E4	Initial Written Report	\$96.82	Each
E5	Federal RQ Report	\$242.05	Each
E6	Interim Report	\$96.82	Each
E7	Final Written Report	\$242.05	Each
E8	Report Submitted to CUPA, LEPC, Parish	\$103.00	Each
E9	Federal EPA Report	\$508.82	Each
ENERGY, SECURITY AND RECOVERY FEE			
F1	Energy, Security and Recovery Fee (Applied to Total Invoice excluding Cost + items) (To be applied to all invoices)	12.5	%
INSURANCE			
USL&H1	Jones Act/USL&H (if applicable) (Cost + %)	25	%
SUBCONTRACTORS			
S1	Subcontractors (Cost + %)	25	%

***A full list of resources can be found on the Supplemental Rate Sheet and will be invoiced accordingly.

Reimbursement Terms and Conditions
shall be as set forth in the Reimbursement Terms and Conditions for
Time and Materials Contracts attached hereto and incorporated herein by reference.

EXHIBIT "B"

**REIMBURSEMENT TERMS AND CONDITIONS for TIME AND MATERIAL CONTRACTS
(Included on Last Page of All Rate Sheet Versions)**



EXHIBIT B -- REIMBURSEMENT TERMS AND CONDITIONS FOR TIME AND MATERIALS CONTRACTS (ABRIDGED)

1. Mobilization/Demobilization

Equipment and labor are charged to the project on a "portal-to-portal" basis. Also, all expenses associated with mobilization or demobilization, such as delivery charges and those incurred for crane rental or supply shipment, are billed to the Client at cost plus Contractor's standard mark-up as shown on the Time and Materials Rate Schedule.

2. Personnel Rates

Contractor's normal employee workday is 7:00 a.m. to 4 p.m. Monday through Friday. Hours worked during the normal workday are billed at the Straight Time Rate. All hours worked in excess of eight (8) hours in a normal workday, any hours worked outside of the normal workday on Monday through Friday, and all hours worked on Saturday are billed at the Overtime Rate. Hours worked on Sundays and Holidays are billed at the Holiday Time Rate. Holidays are the United States Federal Holidays, as observed, plus the day after Thanksgiving and any additional holidays recognized by local laws or regulations where the services are being performed. Client will be charged a minimum of 4 hours. Client will be charged for the time required to mobilize, service, repair, coordinate, administer, demobilize, and restock all vehicles and equipment used in the performance of the work (whether performed on or off site).

3. Per Diem

Client will be charged the per diem rate set forth on the Time and Materials Rate Schedule for each site personnel who requires an overnight stay. Per diem covers, lodging, breakfast, lunch, dinner, laundry, and incidental expenses.

4. Equipment

The charges for operators to operate the equipment are not included in the stated equipment rates and will be charged separately under the applicable labor category. The rates do not include pick up, delivery, fuel, oil and grease, tarps, damages beyond reasonable wear and tear, and/or demurrage. Contractor will invoice charges for all itemized equipment used or available for use on the project in accordance with the Time and Materials Rate Schedule, regardless of whether the equipment is owned by Contractor or rented equipment. Items that are not itemized in the Time and Materials Rate Schedule, or for which there is no applicable rate in the Time and Materials Rate Schedule, will be invoiced at the cost-plus percentage listed. There is a four (4) hour minimum charge for any equipment mobilized for the project, used or available for use at the project site. Equipment that is damaged beyond economical repair, other than at the sole fault of Contractor, will be replaced at Client's expense with no mark-up.

5. Materials and Expenses

Client will be charged for inventoried itemized materials at the rates listed on the Time and Materials Rate Schedule based upon current market conditions. If market conditions fluctuate and the prices of expendable items increase, Contractor will invoice for such items on a cost-plus basis as listed. Materials not generally obtained from inventory and not itemized on the Time and Materials Rate Schedule but purchased for the work are billed at their cost plus the mark-up shown on the Time and Materials Rate Schedule.

6. Stand-By Charges

Client will be charged for labor stand-by time that is due to adverse weather conditions or to delays incurred through no fault of Contractor or its subcontractors at Straight Time Rates for all stand-by hours up to 8 hours per day and 40 hours per week per worker.

7. Project Management Charges

Contractor assigns a Project Manager to each project. Contractor's Project Managers are experienced professionals who are responsible for directing Contractor field supervisors, obligating company resources to a project, and providing technical guidance to projects. Clients are billed for the time spent and expenses incurred by the Project Managers for periodic site visits, Client-requested meetings, and other activities deemed necessary to assure a properly run project. Additional Project Managers or supervisory personnel may be assigned as deemed necessary by Contractor.

8. Permits and Access

Client shall secure and pay for all necessary approvals, easements, orders, assessments, permits, and charges required for the Work to be performed and for Contractor to have legal access to the Site.

9. High Hazards

High hazard/reactive/explosive/cylinder rates apply to projects involving explosives or explosion risk; firefighting or risk of fire; Level A, Level B Personal Protective Equipment; gas or chemical transfer, uncontrolled events, unknown materials, actual or suspected Weapons of Mass Destruction (WMD) events; and/or handling of highly hazardous materials. Applicability of High Hazard rates will be at the sole determination of Contractor based on project conditions.

10. Jones Act/USL&H

If the work is performed over, adjoining, and/or in water such that the U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance apply, then an additional fee of the percentage listed of total invoiced labor costs for the Work will be added to compensate for U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance and related risks.

11. Terms of Payment

Invoices are due and payable upon receipt of the invoice. Client shall have 14 days from the date of receipt to object, in writing, or dispute any part of invoice. Any objection or dispute not raised, in writing, within 14 days shall be conclusively waived by Client. Payment not received by the 14th day following the invoice date will accrue interest of 18% per annum or the maximum finance charge allowed by law, whichever is less. Any attorney's fees, collection fees, arbitration fees, or other costs incurred in collecting overdue invoiced amounts shall be paid by the Client. Any time spent by Contractor in the collection of delinquent accounts shall be invoiced in accordance with the Time and Materials Rate Schedule and shall be paid by the Client within 14 days of receipt of such invoice.

12. Taxes

Client agrees to fully compensate Contractor for all taxes related to the provision of services performed.

13. Credit Assurance

A minimum fee of \$5,000.00 will be charged to any new Client or to any Client who is not in good payment status with Contractor. The fee will be paid at the time of ordering emergency response services, and any charges estimated to exceed the minimum fee must be paid in advance before Contractor will begin providing services. Credit card payments, which are only accepted if approved in advance by Contractor, will incur an additional processing fee of 3%.