

Shenandoah Community School District Board of Directors
 Shenandoah Administrative Board Room
 March 21, 2022 – 5:00 p.m.
 Meeting ID: 831 6600 5542
 Passcode: 6ge2D7

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Rogers
 - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximized his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome to Audience
5. Public Forum
6. Administrative Reports:
 - a. GHAEA Presentation
 - b. CTE Program
7. Consent Agenda
 - a. Minutes
 - b. Treasurer’s Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable

c. Personnel Requests:
 Contracts (2021-22):

Robin Culbertson	Elem. Associate Level II/III	\$12.34/hr probationary
Brenda Williams	Night Custodian	\$13.95/hr probationary

Contracts (2022-23):

*Mallory Degase	IGNITE Art Content Specialist	\$6,000
*Ashley Grossman	2 nd Grade	BA Step 1
Julie Murren	IGNITE Elementary Content Specialist	\$6,000
*Stephanie Sparks	MS BSP	BA Step 9
*pending proper certification		

Resignations:

Jennifer Edie	2 nd Grade	effective end of school year
Kaylee Greene	Preschool Associate	effective 3.1.22
Jeana Jensen-Hogue	Asst. Volleyball	
Jay Soderberg	Boys Basketball	
Rebecca Sturm	Junior Kindergarten	effective end of school year

Transfers (2022-23):

Kendria Johnson	Kindergarten to 3 rd Grade Teacher
Kayla Michaelson	HS Associate to AD Secretary (AD Stipend for \$2100 included)
Stacy Resh	Librarian/HS Social Studies to MS/HS Social Studies with Librarian Services Stipend of \$6,000

Volunteer Coaches:

Jon Skillern	HS Track
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- d. Out of State Travel Requests:
 - *on attached sheet

- e. Grant Requests:
 - i. Sarah Martin – Healthcare Registered Apprenticeship Expansion
 - ii. Tiffany Spiegel – Corner Counties Early Childhood Grant – renewal of application for 2022-23 school year to help offset costs to parents

- 8. Action Items
 - a. Approve Fremont County Fair Partnership Agreement
 - b. Approve 3-year Renewal Agreement with Timberline Billing Service for Medicaid Reimbursement
 - c. Approve Iowa Local Government Risk Pool Commission Natural Gas Program Participation Agreement
 - d. Approve AEA Purchasing Agreement for Food, Small Wares and Ware Wash for 2022-23
 - e. Approve 2022-23 E-Rate Bids
 - i. Category 1 with SWIFT for 5G - \$499.95
 - ii. Category 2 for switches and access points with Heartland Technologies - \$89,255.80
 - f. Approve Shot Clock Quote with Daktronics
 - g. Approve Residential Purchasing Agreement with City of Shenandoah
 - h. Approve \$1,000 Teacher Incentive Bonuses using state issued and ESSER funds
 - i. Set Public Hearing Date for School Calendar for April 11, 2022
 - j. Set Public Hearing Date for FY23 Budget for April 11, 2022

- 9. Informational Items:
 - Next Regular Meeting –April 11, 2022 at 5:00 p.m.

- 10. Adjournment

Shenandoah Community School District Board of Directors
March 21, 2022 – 6:15 p.m.
Shenandoah Administrative Board Room

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Approval of Agenda
4. Closed Session -

Motion – I move that the Board conduct a hearing to consider disciplinary action against a student as provided by Iowa Code Section 21.5(1)(e) and to review and discuss records which are required by state or federal law to be kept confidential as provided by Iowa Code Section 21.5(1)(a).

Return to Open Session

5. Action Item:
 Action regarding recommended discipline of student
6. Adjournment

Work Session – No Pending Action

Board Agenda

1. Call to Order
2. Roll Call
3. Discussion Items:
 - a. FY23 Budget
4. Adjournment

Shenandoah Community School District
Minutes of the Special Meeting of the Board of Directors – February 14, 2022
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 3:00 pm.

Roll Call:

Roll Call was answered by Directors Jean Fichter, Jeff Hiser, Adam Van Der Vliet and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes. Absent was Director Rogers.

Approval of Agenda:

Motion by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

Closed Session:

At 3:01 pm Director Van Der Vliet made a motion to go into closed session authorized by Iowa Code Section 21.5(1)(a) & 21.5(1)(e) to conduct a hearing to consider disciplinary action against a student and to review and discuss records which are required by state or federal law to be kept confidential. Director Wooten seconded the motion. Motion carried unanimously.

Action Item:

The board returned to open session by consensus at 3:27 pm. Director Van Der Vliet made a motion that the student who was the subject of the disciplinary hearing be mandatorily reassigned and suspended from school activities for the remainder of the 2021-22 school year in accordance with the agreed upon terms and conditions and shall be allowed the resources and options during the suspension period as recommended by the superintendent; that upon completion of the suspension period, an application for re-admission must be submitted and approved by the administration with a recommendation to the Board prior to re-admission; and that written findings and conclusions consistent with the Board's deliberations will be prepared and the President is authorized and directed to execute the Findings of Fact and Conclusion. Director Wooten seconded the motion. Motion carried unanimously.

Adjournment:

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 3:29 pm. Motion carried unanimously.

Board Secretary

Board President

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – February 14, 2022
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 4:30 pm.

Roll Call:

Roll Call was answered by Directors Jean Fichter, Jeff Hiser, Benne Rogers, Adam Van Der Vliet and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson, School Business Official William Barrett and Board Secretary Lisa Holmes.

Mission Statement:

The SCSD Mission Statement was read by Director Hiser.

Welcome to Audience:

President Fichter welcomed everyone to the meeting.

Open Forum:

President Fichter read the rules for speaking during the open forum. Dr. Nelson introduced William Barrett to the board. Star Ann Kloberdanz invited all to the Shenandoah Iowa Education Foundation banquet to be held on March 26, 2022. She also told the board that the mini-grant amounts would be expanded for next year.

Consent Agenda:

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills, and fundraising requests. Personnel Requests: Contracts (2021-22): Christopher Koontz, Evening Custodian - \$13.95/hr probationary; Dakota Lawson, Van Driver - \$14.72/hr; Jeanette Parsons, HS Level II/III Associate - \$12.34/hr probationary. Contracts (2022-23): Anita Baker, District Registrar - \$2,100; Addyson Flammang, 3rd Grade – BA Step I, pending proper licensure; Mariah Munsinger, Asst. Volleyball Coach – pending proper licensure; Lydia Schmoker, 5th Grade – BA Step I. Resignations: Madison Beeck, 3rd Grade and Asst. Girls Basketball – effective 6/30/22; Whisper Ford, Custodian – effective 1/31/22; Wendy Fry, HS Science – effective end of school year; Mary Peterson, 10th Grade Sponsor – effective end of school year; Kiley Ryan, Wrestling Cheer – effective end of season; Sara Wilcox, Elem Associate – effective 2.18.22. Modifications: Tabitha Love, Level I to Level II/III associate - \$13.99/hr. Grant Requests: SIEF Grant – 5th grade science team to refurbish outdoor classroom; SIEF Grant – Preschool team for social emotional screening assessments; Farm Credit Services Grant – Davis-Rodgers FFA for Meals for the Heartland; Hockenberry Application – funding for stage curtain. Motion to approve by Director Van Der Vliet, second by Director Rogers. Ayes- Rogers, Van Der Vliet, Wooten, Fichter. Nays – Hiser. Motion passes 4-1.

Action Items:

Acknowledge Receipt of SEA Opening Proposal:

SEA gave their initial proposal of a 7.95% increase for \$554,027. Motion to acknowledge receipt by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

Acknowledge Receipt of SSA+ Opening Proposal:

SSA+ gave their initial proposal of a 7.964% increase for \$160,100.08. Motion to acknowledge receipt by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

Approve Salary Increase for Kristin Edwards, Food Service Director to \$57,500 for FY 2022-23 due to expansion of job duties:

Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

Approve Re-assignment of Lisa Holmes to Board Secretary/Business Office Operations Specialist for FY 2022-23 due to restructuring of the business office - \$41,600:

Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

Approve Adding HOSA Sponsor to the Extra Duty Assignments with a base of \$753:

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

Approve Andrew Christensen as High School Principal for 2022-23 - \$112,000:

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried unanimously.

Approve Signatures for Housing Project located on Sheridan Avenue:

Tabled due to paperwork not arriving.

Discussion Item:

Band Uniforms:

High School Band Instructor Dale Risher shared a proposal to purchase new band uniforms. The Band Boosters have raised funds for approximately 50% of the total cost. The total cost is around \$38,000. The board discussed contributing \$10,000 to the purchase and loaning the Band Boosters the additional funds needed to get the uniforms ordered asap. Action will be taken at a future meeting.

Informational Items:

Next Regular Meeting – March 14, 2022 at 5:00 pm

Adjournment:

Motion by Director Van Der Vliet, second by Director Rogers to adjourn the meeting at 5:06 pm. Motion carried unanimously.

Board Secretary

Board President

*Following the meeting, the board met in exempt session to discuss negotiation strategies.

Shenandoah Community School District
Minutes of the Special Meeting of the Board of Directors – February 28, 2022
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 5:00 pm.

Roll Call:

Roll Call was answered by Directors Jean Fichter, Benne Rogers and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson, School Business Official William Barrett and Board Secretary Lisa Holmes. Absent were Directors Jeff Hiser and Adam Van Der Vliet.

Consent Agenda:

Dr. Nelson made a change to the consent agenda to list Darbi Fuhrman as to be determined instead of as 2nd grade teacher. Contracts 2021-22 Spring Break Camp (\$20/hr): Krystal Adams, Brittany Comstock, Candice Gates, Natalie Gilbert, Julie Murren and Holly Olson. Contracts 2022-23: Darbi Fuhrman, elementary teacher – BA Step 1 pending proper certification. Resignations: Christopher Koontz, evening custodian – effective 2/17/22; Catherine Reafleng, 2nd grade – effective end of school year; Kiley Ryan, 3rd grade – effective end of school year. Transfer (2022-23): Logan Roberts, 6th grade to 8th grade science. Motion to approve by Director Rogers, second by Director Wooten. Motion carried 3-0.

Action Items:

Present Opening Proposal to SEA:

The board proposes increasing base wage 2.5% to \$38,020 for a total of \$142,885. Motion to acknowledge proposal by Director Rogers, second by Director Wooten. Motion carried 3-0.

Present Opening Proposal to SSA+:

The board proposes increasing the hourly base wage by \$.40/hour and \$1.00/route for a 2.5% increase and a total of \$51,032.68. They also propose creating a transportation van/car category for wages and categorizing the transportation dispatcher as secretary being July 1, 2022. Motion to acknowledge proposal by Director Rogers, second by Director Wooten. Motion carried 3-0.

Director Van Der Vliet arrived at 5:08 pm.

Approve Bid from Daktronics for Shot Clocks:

After discussion, the board tabled the topic until the electrical bids for the project are received.

Approve \$10,000 payment for High School Band Uniforms:

Motion to Approve by Director Van Der Vliet, second by Director Rogers. Motion carried 4-0.

Informational Items:

Next Regular Meeting – March 21, 2022 at 5:00 pm.

Adjournment:

Motion by Director Van Der Vliet, second by Director Rogers to adjourn the meeting at 5:11 pm. Motion carried 4-0.

Board Secretary

Board President

SHENANDOAH BALANCES	FY2022											
ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
General Fund (10)												
Beg Balance Checking (FNBC)	129,006.49	129,031.80	129,058.86	129,084.25	134,845.76	134,872.85	134,899.09	134,925.34	134,948.48	0.00	0.00	0.00
Beg Balance Checking (BI)	320,150.16	484,369.36	90,687.25	441,972.60	103,436.01	387,200.09	229,209.63	405,852.45	45,847.02	0.00	0.00	0.00
Beg Balance Savings (BI)	3,004,505.60	2,227,700.94	1,670,004.24	1,591,641.74	2,596,852.35	2,224,919.82	2,342,872.37	2,495,774.14	1,739,694.72	0.00	0.00	0.00
Revenues	266,888.56	485,579.89	1,460,564.89	2,049,183.81	971,977.10	1,162,715.04	1,396,726.47	1,088,361.26				
Expenditures	(879,448.71)	(1,409,931.64)	(1,185,264.11)	(1,378,454.07)	(1,061,892.88)	(1,200,949.33)	(1,068,212.67)	(2,205,533.90)				
Payables								1,110.93				
End Balance Checking (FNBC)	129,031.80	129,058.86	129,084.25	134,845.76	134,872.85	134,899.09	134,925.34	134,948.48				
End Balance Checking (BI)	484,369.36	90,687.25	441,972.60	103,436.01	387,200.09	229,209.63	405,852.45	45,847.02				
End Balance Savings (BI)	2,227,700.94	1,670,004.24	1,591,641.74	2,596,852.35	2,224,919.82	2,342,872.37	2,495,774.14	1,739,694.72				
Total General Fund	2,841,102.10	1,889,750.35	2,162,698.59	2,835,134.12	2,746,992.76	2,706,981.09	3,036,551.93	1,920,490.22	0.00	0.00	0.00	0.00
Management Fund (22)												
Beg Balance Checking (BI)	3,476.54	3,476.54	(2,005.47)	1,269.86	6,416.49	263.62	3,542.19	54,680.31	7,819.02	0.00	0.00	0.00
Beg Balance Savings (BI)	971,974.89	971,974.89	972,312.18	1,017,908.38	1,187,924.83	1,216,478.69	1,195,804.71	1,102,700.05	1,159,427.95	0.00	0.00	0.00
Revenues Checking	6,950.40	337.29	85,596.79	178,161.09	28,554.00	19,329.85	6,897.47	6,730.62				
Expenditures Checking	(315,363.70)	(4,864.01)	(36,725.26)	(2,998.01)	(6,153.01)	(36,725.26)	(48,864.01)	3,135.99				
End Balance Checking (BI)	3,476.54	(2,005.47)	1,269.86	6,416.49	263.62	3,542.19	54,680.31	7,819.02				
End Balance Savings (BI)	971,974.89	972,312.18	1,017,908.38	1,187,924.83	1,216,478.69	1,195,804.71	1,102,700.05	1,159,427.95				
Total Management Fund	975,451.43	970,306.71	1,019,178.24	1,194,341.32	1,216,742.31	1,199,346.90	1,157,380.36	1,167,246.97	0.00	0.00	0.00	0.00
SAVE Fund (33)												
Beg Balance Checking (FNBC)	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	0.00	0.00	0.00
Beg Balance Checking (BI)	236,888.35	236,987.95	228,949.87	15,982.06	13,480.68	6,242.01	3,359.15	62,647.48	10,142.28	0.00	0.00	0.00
Beg Balance Savings (BI)	940,954.18	952,534.68	968,065.15	983,584.83	979,105.13	1,136,597.35	1,152,050.52	1,144,771.62	1,195,127.05	0.00	0.00	0.00
Revenues Checking	88,916.78	92,977.32	92,783.06	92,799.33	244,732.18	92,693.49	92,723.12	358.01				
Expenditures Checking	(77,236.68)	(83,839.68)	(290,231.19)	(99,760.41)	(94,478.63)	(80,123.18)	(40,713.69)	(2,507.78)				
End Balance Checking (FNBC)	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21	57,542.21				
End Balance Checking (BI)	236,987.95	228,949.87	15,982.06	13,480.68	6,242.01	3,359.15	62,647.48	10,142.28				
End Balance Savings (BI)	952,534.68	968,065.15	983,584.83	979,105.13	1,136,597.35	1,152,050.52	1,144,771.62	1,195,127.05				
Total SAVE Fund	1,247,064.84	1,254,557.23	1,057,109.10	1,050,128.02	1,200,381.57	1,212,951.88	1,264,961.31	1,262,811.54	0.00	0.00	0.00	0.00
PEEL Fund (36)												
Beg Balance Checking (FNBC)	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	0.00	0.00	0.00
Beg Balance Checking (BI)	24,899.69	24,899.69	20,026.33	11,693.52	14,111.54	14,272.08	5,626.72	6,146.43	8,852.10	0.00	0.00	0.00
Beg Balance Savings (BI)	607,642.71	607,642.71	507,818.87	563,062.65	690,880.40	664,145.36	872,334.05	857,931.04	900,642.41	0.00	0.00	0.00
Revenues Checking	4,766.17	194.54	70,249.20	147,841.15	23,272.47	218,194.78	5,600.37	72,715.68				
Expenditures Checking	(35,989.90)	(5,880.98)	(23,338.23)	(17,605.38)	(49,846.97)	(18,651.45)	(19,483.67)	(27,298.64)				
End Balance Checking (FNBC)	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26	13,319.26				
End Balance Checking (BI)	24,899.69	20,026.33	11,693.52	14,111.54	14,272.08	5,626.72	6,146.43	8,852.10				
End Balance Savings (BI)	607,642.71	507,818.87	563,062.65	690,880.40	664,145.36	872,334.05	857,931.04	900,642.41				
Total PEEL Fund	645,861.66	541,164.46	588,075.43	718,311.20	691,736.70	891,280.03	877,396.73	922,813.77	0.00	0.00	0.00	0.00
Debt Service Fund (40)												
Beg Balance Fiscal Agent (BI)	2,416.80	79,683.58	156,474.54	233,788.47	311,114.49	388,477.48	380,468.18	380,597.07	380,210.15	0.00	0.00	0.00
Revenues Checking	77,266.78	76,790.96	77,313.93	77,326.02	77,362.99	77,955.25	128.89	113.08				
Expenditures Checking	0.00	0.00	0.00	0.00	0.00	(85,964.55)	0.00	(500.00)				
End Balance Fiscal Agent (BI)	79,683.58	156,474.54	233,788.47	311,114.49	388,477.48	380,468.18	380,597.07	380,210.15				
Total Debt Service Fund	79,683.58	156,474.54	233,788.47	311,114.49	388,477.48	380,468.18	380,597.07	380,210.15	0.00	0.00	0.00	0.00
Nutrition Fund (61)												
Beg Balance Checking (FNBC)							10,516.95	10,518.34	10,519.59	0.00	0.00	0.00
Beg Balance Checking (BI)	100,376.21	82,950.93	35,439.63	8,959.19	(4,452.05)	18,720.54	(4,028.56)	32,076.35	13,722.60	0.00	0.00	0.00
Beg Balance Savings (BI)	67,205.86	38,723.66	89,316.73	114,311.91	150,916.10	60,228.97	181,186.25	159,107.44	198,136.39	0.00	0.00	0.00
Revenue	48,114.52	50,627.04	50,000.69	111,605.49	9,324.15	180,958.67	77,922.58	98,959.30				

SHENANDOAH BALANCES	FY2022												
Beg Balance Checking (FNBC)	174.78	174.78	174.78	174.78	174.78	174.78	174.78	174.78	174.78	174.78	0.00	0.00	0.00
Beg Balance Savings (FNBC)	1,816.74	1,816.74	1,816.74	1,816.74	1,816.74	1,816.74	2,316.74	2,489.74	2,489.74	2,489.74	0.00	0.00	0.00
Revenues Savings						0.00	500.00	173.00	0.00				
Expenditures Checking						0.00	0.00	0.00	0.00				
End Balance Checking (FNBC)	174.78	174.78	174.78	174.78	174.78	174.78	174.78	174.78	174.78				
End Balance Savings (FNBC)	1,816.74	1,816.74	1,816.74	1,816.74	1,816.74	2,316.74	2,489.74	2,489.74	2,489.74				
Total Agency Fund	1,991.52	1,991.52	1,991.52	1,991.52	1,991.52	2,491.52	2,664.52	2,664.52	2,664.52	0.00	0.00	0.00	0.00
CHKID=3 (BKIA ACT CHECKING)	3,470.59	3,470.64	3,490.68	3,490.72	3,490.76	3,490.80	3,490.85	3,490.89	3,490.89	0.00	0.00	0.00	0.00
CHKID=40 (FNBC ACT CHECKING)	11,559.38	1,137.21	4,723.12	7,779.12	2,057.36	1,826.14	3,682.63	3,698.36	3,698.36	0.00	0.00	0.00	0.00
CHKID=44 (FNBC ACT SAVING)	95,974.92	103,074.00	130,384.18	152,634.03	155,935.63	154,826.03	160,955.55	157,381.79	157,381.79	0.00	0.00	0.00	0.00
CHKID=16 (FNBC SCHOLAR SAV)	381,598.80	381,649.00	379,195.89	379,241.08	379,290.95	379,339.27	378,637.55	378,681.12	378,681.12	0.00	0.00	0.00	0.00
Grand Total Activity Accounts	492,603.69	489,330.85	517,793.87	543,144.95	540,774.70	539,482.24	546,766.58	543,252.16	543,252.16	0.00	0.00	0.00	0.00
Reconciliation													
Bank Statement	\$5,010.35	\$5,010.40	\$5,030.44	\$5,030.48	\$5,030.52	\$5,030.56	\$5,529.61	\$5,030.65	\$5,030.65				
Bank Statement Checking FNBC	\$14,212.60	\$2,807.43	\$5,366.34	\$8,532.34	\$2,695.58	\$4,909.36	\$5,215.85	\$11,066.32	\$11,066.32				
Bank Statement Savings FNBC	\$95,974.92	\$103,074.00	\$130,384.18	\$152,634.03	\$155,935.63	\$154,826.03	\$160,955.55	\$177,381.79	\$177,381.79				
Bank Statement Savings FNBC	\$383,098.80	\$381,649.00	\$379,195.89	\$379,241.08	\$379,290.95	\$379,339.27	\$378,637.55	\$378,681.12	\$378,681.12				
Less Outstanding Checks	(\$5,692.98)	(\$3,209.98)	(\$2,182.98)	(\$2,292.98)	(\$2,177.98)	(\$4,622.98)	(\$3,072.98)	(\$9,589.72)	(\$9,589.72)				
Outstanding Deposits/GJE								(\$499.00)	(\$19,318.00)				
Total Reconciliation	\$492,603.69	\$489,330.85	\$517,793.87	\$543,144.95	\$540,774.70	\$539,482.24	\$546,766.58	\$543,252.16	\$543,252.16	\$0.00	\$0.00	\$0.00	\$0.00
Amount Reconciliation Difference	\$0.00	(\$0.00)	\$0.00	(\$0.00)	(\$0.00)	\$0.00	\$0.00	(\$0.00)	(\$0.00)	\$0.00	\$0.00	\$0.00	\$0.00

**SHENANDOAH COMMUNITY SCHOOL
CALCULATION OF MISCELLANEOUS INCOME
2021-2022**

	STATE AID/ SRCIPVR (CNI)	TLC/FOUR YEAR-OLD STATE AID/TSS/ INTERVENTION/PD/ TRANSPORTATION	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THROUGH INCOME SURTAXES	EXCISE TAXES UTILITY REPL.	** MISCELLANEOUS REVENUE	TOTAL REVENUE (Includes Flowthrough)	
	Source Codes	Source Code	STATE AID Source Code	Source Code	Source Codes	Source Codes	Source Codes			
	3112	3116, 3117, 3119	Source Code							
	3801, 3803, 3111	3204, 3216, 3376	3113	3214	1110-1119	1134	1170-1179			FY '21 Actuals
JUL				\$43,309.00				\$10,750.60	\$54,059.60	\$282,159.73
AUG				\$43,309.00				\$28,191.84	\$71,500.84	\$82,953.83
SEP	\$530,612.00	\$145,952.00		\$43,309.00	\$628,237.82		\$33.36	\$48,397.54	\$1,396,541.72	\$1,334,814.17
OCT	\$546,267.55	\$145,952.00		\$43,309.00	\$1,256,324.22		\$36,104.67	\$21,226.37	\$2,049,183.81	\$2,012,906.49
NOV	\$540,627.61	\$145,952.00		\$43,309.00	\$197,435.96			\$44,652.53	\$971,977.10	\$1,055,643.39
DEC	\$576,679.86	\$145,952.00		\$43,309.00	\$93,629.69	\$202,324.87		\$100,819.62	\$1,162,715.04	\$1,135,926.64
JAN	\$526,589.00	\$145,952.00		\$43,309.00	\$47,807.55			\$633,068.92	\$1,396,726.47	\$831,480.65
FEB	\$526,589.00	\$145,952.00		\$43,909.00	\$47,693.86	\$67,026.62		\$257,190.78	\$1,088,361.26	\$1,062,998.55
MAR				\$0.00				\$0.00		\$899,768.31
APR								\$0.00		\$1,937,977.84
MAY								\$0.00		\$1,081,880.63
JUN								\$0.00		\$1,695,021.30
TOTAL	\$3,247,365.02	\$875,712.00	\$0.00	\$347,072.00	\$2,271,129.10	\$269,351.49	\$36,138.03	\$1,144,298.20	\$8,191,065.84	\$13,413,531.53

SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2021-2022			
	REGULAR PROGRAM DISTRICT COST	\$7,344,800.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$189,399.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$150,271.00	
+	SPECIAL ED DISTRICT COST	\$957,939.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$674,095.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$73,061.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$85,540.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$360,798.00	
+	AEA SPECIAL ED SUPPORT	\$363,404.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$6,142.00	
+	AEA MEDIA SERVICES	\$60,186.00	
+	AEA EDUCATIONAL SERVICES	\$66,532.00	
+	AEA SHARING DISTRICT COST	\$810.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$37,946.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$4,067.00	
+	DROPOUT ALLOWABLE GROWTH	\$191,628.00	
+	SBRC ALLOWABLE GROWTH OTHER #1	\$237,823.00	Inc. Enrollmnt, OE Out, and LEP
+	SBRC ALLOWABLE GROWTH OTHER #2	\$68,719.00	LEP
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$263,953.00	Estimated
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+	ENROLLMENT AUDIT ADJUSTMENT	\$15,780.00	
-	AEA PRORATA REDUCTION	\$57,385.00	
=	MAXIMUM DISTRICT COST	\$11,095,508.00	
+	PRESCHOOL FOUNDATION AID	\$216,810.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$556,551.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$1,144,298.20	Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$4,031,006.00	
=	MAXIMUM AUTHORIZED BUDGET	\$17,044,173.20	
-	EXPENDITURES	\$8,849,819.89	51.92%
=	UNSPENT AUTHORIZED BUDGET	\$8,194,353.31	
	EXPENDITURES	FY 22	FY '21 Actuals
	JULY	\$209,118.22	\$237,873.72
	AUGUST	\$540,423.00	\$507,123.63
	SEPTEMBER	\$1,185,235.82	\$1,053,480.60
	OCTOBER	\$1,378,454.07	\$1,136,957.50
	NOVEMBER	\$1,061,892.88	\$1,091,707.89
	DECEMBER	\$1,200,949.33	\$1,084,758.37
	JANUARY	\$1,068,212.67	\$1,051,604.51
	FEBRUARY	\$2,205,533.90	\$1,040,102.26
	MARCH		\$1,382,017.22
	APRIL		\$1,047,831.04
	MAY		\$1,167,556.08
	JUNE		\$2,914,033.74
	TOTAL	\$8,849,819.89	\$13,715,046.56

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
AGPARTS WORLDWIDE, INC.	1,199.40	MOTHERBOARD REPAIR
AHLERS & COONEY PC	2,314.50	LAWYER
AVANT	238.80	LANGUAGE TESTING
BARBARA FARWELL	87.52	ESL TRAVEL
BLUECROSS & BLUESHEILD	113,544.44	HEALTH INSURANCE RECONCILE 3/22
BMO MASTERCARD - TRANSPORTATION I	18.70	TRANSPORTATION SUPPLIES
BMO MASTERCARD	18.80	ELEM AT RISK SUPPLIES
BMO MASTERCARD	619.14	ELEM GENERAL ED SUPPLIES
BMO MASTERCARD	2,886.04	SPED SUPPLIES
BMO MASTERCARD	311.99	HS FCS SUPPLIES
BMO MASTERCARD	12.00	ELEM GENERAL ED SUPPLIES
BMO MASTERCARD	102.56	MENTOR DUES & FEES
BMO MASTERCARD	1,654.48	SUPERINTENDENT SOFTWARE/SUPPLIES/TRAVEL
BMO MASTERCARD	738.04	MS PRINCIPAL FUNDRAISER SUPPLIES
BMO MASTERCARD	148.95	MS FCS SUPPLIES
BMO MASTERCARD	857.23	MAINTENANCE SUPPLIES
BMO MASTERCARD	1,029.37	TECHNOLOGYSUPPLIES
BMO MASTERCARD	194.00	BACKGROUND CHECKS
BMO MASTERCARD	192.35	SPED SUPPLIES
BMO MASTERCARD	146.04	HS IND ARTS RESALE INVENTORY
BMO MASTERCARD	493.54	TEACHER LEADERSHIP TRAVEL/SUPPLIES
BMO MASTERCARD	185.23	BUSINESS MANAGER TRAVEL
BROWN'S REPAIR & AUTO PARTS, INC.	587.02	VEHICLE REPAIR SERVICES
CABINETS BY STAC	143.57	maintenance building supplies
CDW GOVERNMENT	2,248.60	Acer TravelMate Spin P4 TMP414RN-51-76AV
CENEX FLEET FUELING	6,824.36	TRANSPORTATION DIESEL/GAS
CENTURYLINK	616.63	TELEPHONE
CHAT MOBILITY	57.27	TELEPHONE
CITY OF SHENANDOAH	32,508.73	WATER-SEWER
CLARINDA CSD	10,536.00	TUITION OE TO LEA WITHIN IA LEVEL I
COUNCIL BLUFFS CSD	3,444.37	PURCHASE EDUCATIONAL/L3 IND COSTS
CULLIGAN WATER	415.47	Maintenance rental of equipment
DLA FARMS LLC	3,567.00	Maintenance snow removal contracted
EGAN SUPPLY	5,543.08	EQUIPMENT REPAIR/SUPPLIES
ESSEX CSD	50,421.17	TUITION OE TO LEA WITHIN IA LEVEL III
FELD FIRE	233.88	Maintenance Parts
GLENWOOD CSD	2,867.78	PURCHASE EDUCATIONAL/L3 IND COSTS
GRAINGER	178.52	maintenance parts
GRANT WOOD AEA	666.64	SPED LEVEL I TUITION - AEA WITHIN STATE
HD PRO INSTITUTIONAL	2,571.60	custodial supplies
HOUGHTON MIFFLIN	8.41	SHIPPING/SUPPLIES
IAMO COMMUNICATIONS	30.00	ESSER III TECHNOLOGY
IOWA COMMUNICATIONS NETWORK	179.46	TELEPHONE
IOWA HIGH SCHOOL MUSIC ASSOCIATION	219.00	REGISTRATIONS
IOWA TESTING PROGRAMS	2,652.00	TESTING
IOWA WESTERN COMMUNITY COLLEGE	29,994.38	TUITION-COMMUNITY COLLEGES
JB PARTS & SUPPLY	73.16	maintenance parts
JOHN COLTRAIN	36.57	OTHER BENEFITS-REIMB
JOHN GOWING PLUMBING AND HEATING INC.	440.86	Maintenance Building Repair Services
JOHNSON CONTROLS	7,871.58	maintenance building repair services
JW PEPPER & SON	199.48	SUPPLIES
KENDALL HUNT PUBLISHING CO	712.50	SUPPLIES
KMA BROADCASTING, LP	1,400.00	ADVERTISING
LEARNING WITHOUT TEARS	3,105.80	SUPPLIES
LITTLE WAITE LANES	440.00	MS PE Bowling

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Amount	Invoice Detail	Description
LOUISE CURTIS	682.46	STUDENT TRANSPORTATION-PARENT	
MEDICAL ENTERPRISES	192.00	EQ PROF DEV STAFF WORKSHOP	
MENARDS	75.54	resale supplies	
MIDAMERICAN ENERGY	11,822.77	UTILITIES-ELECTRICITY	
MIDDLE SCHOOL PTO	549.90	CONCESSIONS	
MILLER BUILDING	103.51	maintenance building supplies	
MITEL NET SOLUTIONS	1,175.58	TELEPHONE	
O'REILLY AUTO	6.99	TRANSPORTATION REPAIR PARTS	
OMAHA WORLD HERALD	2,480.00	NEWSPAPER ADVERTISING	
PAPER CORPORATION	3,394.17	DISTRICT WIDE SUPPLIES	
PAPER TIGER SHREDDING	50.00	PURCHASED PROFESSIONAL SERVICES	
PHONAK HEARING SYSTEM	337.99	SHIPPING/SUPPLIES	
PLUNKETT'S PEST CONTROL	240.00	Maintenance Pest Control contracted	
QUILL CORPORATION	84.69	supplies	
RED OAK WELDING	30.60	gas rental	
REV ROBOTICS	1,360.97	FTC Starter Kit V3	
ROCSTOP - WHITEHILLS	126.00	MS Concession Stand	
SHENANDOAH ACTIVITY FUND	567.30	MS PRINCIPAL FUNDRAISER SUPPLIES	
SHENANDOAH SANITATION	472.14	MAINTENANCE GARBAGE COLLECTION	
SIDNEY CSD	33,261.84	TUITION OE TO LEA WITHIN IA LEVEL I	
SOUTHWEST IOWA THEATRE GROUP	216.00	ELEM PRINCIPAL FUNDRAISER SUPPLIES	
SU INSURANCE COMPANY	171.33	MAINTENANCE BUILDING REPAIR SERVICES	
SWIFT SERVICES LLC	274.94	ESSER III TECHNOLOGY	
SYMMETRY ENERGY SOLUTIONS	17,707.80	UTILITIES-GAS	
TRUCK CENTER COMPANIES	146.78	TRANSPORTATION REPAIR PARTS	
UPS	39.88	Shipping fees	
US CELLULAR	1,826.58	ESSER III TECHNOLOGY	
VALLEY PUBLICATIONS	332.33	NEWSPAPER ADVERTISING	
VISION CARE DIRECT	10.12	MEDICAL INSURANCE OTHERS	
WALLIN PLUMBING & HEATING	2,253.66	Maintenance Building Repair Services	
WESTSIDE COMMUNITY SCHOOLS	686.25	ELEM SPED LVL 3	
Fund Number 10	<u>378,468.13</u>		
Checking Account ID 10	Fund Number 22	MANAGEMENT FUND	
BLUECROSS & BLUESHEILD	4,864.01	EARLY RETIREES MEDICAL INSURANCE	
SU INSURANCE COMPANY	31,861.25	BUILDING INSURANCE	
Fund Number 22	<u>36,725.26</u>		
Checking Account ID 10	Fund Number 36	PHYSICAL PLANT & EQUIPMENT	
BLUPOINTE DRS	750.00	Maintenance, Support and Services:BDR MA	
BMO MASTERCARD	19.66	TOOLS FOR STUDENT HOUSING PROJECT	
BMO MASTERCARD	8.96	STUDENT HOUSING PROJECT	
BROWN'S REPAIR & AUTO PARTS, INC.	3,783.57	REPAIRS & MAINTENANCE VEHICLES	
CDW GOVERNMENT	1,604.74	TECHNOLOGY PROJECT	
COUNCIL BLUFFS CSD	615.23	RENT OF ROOM/APEX BILLING	
COUNSEL OFFICE & DOCUMENT	2,268.55	COPIER LEASE GREAT	
AMERICAN FINANCIAL SERVICES	1,064.38	COPIER LEASE	
MILLER BUILDING	10.99	Housing project	
PRO TRACK & TENNIS, INC.	9,405.00	GROUNDS REPAIR	
SHENANDOAH SANITATION	1,308.08	STUDENT HOUSING PROJECT	
SIGNS & SHINES	200.00	construction signs	
Fund Number 36	<u>21,039.16</u>		
Checking Account ID 10	Fund Number 61	SCHOOL NUTRITION FUND	
BERNARD FOOD INDUSTRIES	325.24	FOOD	
BMO MASTERCARD	1,294.77	SCHOOL LUNCH PROGRAM SUPPLIES	
DFA DAIRY BRANDS CORPORATE, LLC	10,725.62	PS MILK	
FAREWAY STORES	191.42	POP	
HOBART SALES & SERVICE	171.33	GASKET/DISHWASHER	

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
HY-VEE	701.46	FOOD
MARTIN BROS DIST	40,291.34	SUPPLIES
MEYER LABORATORY INC	159.90	SUPPLIES
Fund Number 61	<u>53,861.08</u>	
Checking Account ID 10	490,093.63	
Checking Account ID 40	Fund Number 21	ACTIVITY FUND
AMBER GIBSON	110.00	JUDGE/SHS SPEECH CLUB
ANDERSON'S	1,472.09	prom supplies for 21/22
BELINDA DEBOLT	110.00	JUDGE/SHS SPEECH CLUB
BMO MASTERCARD	1,764.07	SUPPLIES/SHS SPEECH CLUB
BMO MASTERCARD	843.15	REGISTRATION/FCCLA
BMO MASTERCARD	104.33	SUPPLIES/FFA
BMO MASTERCARD	757.19	HS DRAMA SUPPLIES
BMO MASTERCARD	(80.00)	SUPPLIES/STUDENT COUNCIL
BMO MASTERCARD	1,284.49	MUSTANG FIELD CONCESSION SUPPLIES
BMO MASTERCARD	136.73	MAY MENTORING ACTIVITY SUPPLIES
BMO MASTERCARD	343.06	HS DRAMA SUPPLIES
BMO MASTERCARD	77.46	SUPPLIES/MS STUDENT COUNCIL
BMO MASTERCARD	849.90	SHEN BOYS BOWLING TRAVEL
BMO MASTERCARD	318.49	TRAVEL/SHS SPEECH CLUB
CLARK GREEN	110.00	JUDGE/SHS SPEECH CLUB
COUNTY LINE DESIGN	492.00	SUPPLIES
CYNTHIA FISCHER	110.00	JUDGE/SHS SPEECH CLUB
DEBRA WAKE	110.00	JUDGE/SHS SPEECH CLUB
ELKS CLUB	70.00	Wrestling Banquet supplies
FAREWAY STORES	503.13	concession supplies 2/8/22
FIRST NATIONAL BANK/CONNIE MCGINNIS	682.00	TRAVEL
HAUFF SPORTS	978.88	Tennis balls/21-22 #102330
HEARTLAND SCENIC STUDIO	190.00	Musical supplies #56791
IOWA HIGH SCHOOL SPEECH ASSOCIATION	231.00	21/22 State Ind entry fees
IOWA STATE FAIR	30.00	ENTRY FEE
JEFF LAUGHLIN	100.00	MS GENERAL ATHLETICS OFFICIAL
JOSTENS	584.90	MS yearbook
KYLE FISCHER	110.00	JUDGE/SHS SPEECH CLUB
LOIS HAYS	110.00	JUDGE/SHS SPEECH CLUB
MARTY MASON	110.00	JUDGE/SHS SPEECH CLUB
MILLER BUILDING	582.55	MUSICAL Supplies
NATE LAUGHLIN	100.00	MS GENERAL ATHLETICS OFFICIAL
OSBORN, CURTIS	100.00	MS GENERAL ATHLETICS OFFICIAL
R. KEVIN WHITEHILL	100.00	GENERAL ATHLETICS OFFICIAL
RANDY SPILKER	110.00	JUDGE/SHS SPEECH CLUB
RIEMAN MUSIC DES MOINES	123.35	drumsticks /resale
ROCSTOP - WHITEHILLS	418.00	Concession supplies
SERENITY STUDIO&SPA	116.00	Winter HoCo supplies-
SHENANDOAH FLORAL	24.00	pink out flowers
SHENANDOAH SCHOOL LUNCH	110.00	coaches hosp room supplies
TEAM GOLF GEAR	2,647.40	Golf bags/golf supplies
TONY ULLRICH	110.00	JUDGE/SHS SPEECH CLUB
Fund Number 21	<u>17,154.17</u>	
Checking Account ID 40	17,154.17	

Date	Location	Grade Level/Class	Sponsor
6/4/2022	Nebraska City; Arbor Day Tree Farm and Mansion	M.A.Y. Mentoring	Kim Leininger
4/1/2022	Tarkio Hog Facility	7-8th	Sarah F Martin

Fremont County Fair Partnership Agreement

Between

**Fremont County Fair Association
Fremont County Agricultural Extension Council
Fremont-Mills Community School District
Hamburg Community School District
Shenandoah Community School District
Sidney Community School District**

Now, on this 1st day of December, 2021, this partnership agreement (hereafter "AGREEMENT") is entered into between Fremont County Fair Association ("hereafter FAIR BOARD"), Fremont County Agricultural Extension District (hereafter "EXTENSION COUNCIL"), Fremont-Mills Community School District, Hamburg Community School District, Shenandoah Community School District, and Sidney Community School District (hereafter "SCHOOL BOARD") for the purpose of coordinating the relationship, events, activities and responsibilities of the parties, including the presentation of the Fremont County Fair (hereafter "COUNTY FAIR"). This agreement shall be reviewed annually.

Background

- A. FAIR BOARD is the Board of Directors of the corporate organization that has the authority and responsibility under Iowa Code, Section 174.3, to manage county fair events and the county fairgrounds.
- B. EXTENSION COUNCIL is the elected officials that make up the County Agricultural Extension District and has the authority and responsibility under Iowa Code, Section 176A.8 to prepare for educational programming, including 4-H, in cooperation with IOWA STATE UNIVERSITY EXTENSION. Extension Council oversees the staff it employs.
- C. FREMONT COUNTY YOUTH COMMITTEE serves as volunteer representatives of the EXTENSION COUNCIL, making decisions and recommendations regarding the 4-H Program, as outlined in their by-laws.
- D. ISU EXTENSION & OUTREACH part of Iowa State University, has the authority and responsibility under Iowa Code, 266.4 and 266.5, to organize and conduct agricultural and human sciences extension work, including 4-H Club youth development activities, and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C. 707 and educational programming,

including 4-H, and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C. 707 and 7CFR Part 8, has the responsibility to manage the events and activities involving 4-H Clubs and the use of the 4-H Name and Emblem.

- E. The Iowa FFA Association is supported, in part, by the Iowa FFA Foundation and the Iowa Department of Education. The Carl D. Perkins Act of 2006 is the funding source that the Iowa Department of Education uses to assist FFA. The Perkins Act specifically includes career and technical student organization activities as allowable uses of funds at the state and local level. Iowa's approved Perkins plan states: "The IDE will partner with secondary and post-secondary institutions to encourage student participation in Career and Technical Student Organizations (CTSOs). Participation in CTSOs not only provides the CTE student with an opportunity to gain leadership skills but also provides the CTE student with an opportunity to explore and consider the possibility of teaching in a CTE area. Perkins state leadership funding will be allocated in support of CTSOs to assist with membership recruiting and processing, financial management and oversight, coordination of state officers' activities, conference planning and organizational activities."

- F. FREMONT COUNTY AGRICULTURAL EXTENSION COUNCIL and IOWA STATE UNIVERSITY EXTENSION have entered into a separate Memorandum of Understanding that provides for the cooperative maintenance, support, operation and administration of extension efforts in Fremont County. Based on that separate MOU, the two entities cooperate as one entity for their responsibilities related to the presentation of the County Fair. For purposes of this current agreement, FREMONT COUNTY AGRICULTURAL EXTENSION COUNCIL, FREMONT COUNTY YOUTH COMMITTEE, and ISU EXTENSION & OUTREACH, shall be referred to as simply EXTENSION.

- G. The Parties recognize that this current agreement is important to define the relationship of the Fair Board and Extension and understand the responsibility of each party as they must work together to cooperate and coordinate the management of events and activities that are jointly provided in Fremont County.

- H. The Parties recognize that one of the most important events they present together is the County Fair and one of the purposes for this current agreement is to maximize the positive experience for all fair exhibitors, participants and the public who participate.

THEREFORE, the FAIR BOARD, EXTENSION, and SCHOOL BOARD express their mutual understanding that:

1.0 County fairs are important to rural communities and honor Iowa's agricultural heritage and culture. This agreement addresses youth educational and exhibition activities that are important to developing confidence, leadership, and integrity.

1.1 Each party to this agreement must work closely with the others to maximize the resources available from each entity to present a quality County Fair.

1.2 Joint meetings will be held at least bi-annually, once at the beginning of the calendar year for the purpose of evaluating this partnership, and once immediately following the Fremont County Fair to evaluate the mutual event. Additional meetings may be called by any member of the represented parties.

1.3 Because of the mutual importance FFA, EXTENSION and FAIR BOARD share, especially regarding youth development programming—it is advantageous for FFA advisors, ISU Extension employees, Extension Council members, and/or 4-H Youth Committee members to serve as advisory members of the Fair Board with no voting powers. Reversely, Fair Board members are encouraged to serve as advisory members of 4-H Youth Committee with no voting powers. In some cases, members may belong to two or more entities, in which case they would make ideal liaisons at regular board meetings.

1.4 A 4-H Superintendent Selection Committee has been established for the management of 4-H Fair Superintendents. This committee shall consist of four members of FAIR BOARD and three members of YOUTH COMMITTEE, of which none are serving as 4-H Fair Superintendents. Duties for this committee include recruiting new 4-H superintendents as needed, making disciplinary recommendations to the Extension Council, and enforcing superintendent requirements of registering as a volunteer, completing a background screening, attending an annual 4-H volunteer training, and participating in an annual superintendent meeting.

1.5 It is understood that each Party to this agreement is responsible for obtaining and maintaining appropriate insurance or self-insurance to protect it and its officers, employees or agents against liabilities that may arrive from that Party's involvement in the activities or events that are the subject of this agreement.

1.6 Each party shall take seriously their role in risk management including preventive steps such as volunteer registration and background screening, appropriate insurance coverage, training and review, emergency management and evacuation plans during the fair.

2.0 FAIR BOARD responsibilities include:

2.1 Providing resources for infrastructure that help to make the county fair possible. Fair Boards will: (source Iowa Code 174.13)

- Determine the dates of the County Fair
- Provide appropriate facilities for the County Fair
- Maintain and upkeep the county fairgrounds
- Provide security during all fair-related activities
- Pay premiums
- Pay for the printing and distribution of the Fair Book

*Note: Expenses that are the responsibility of the Fair Board must receive prior approval.

2.2 The Fair Board shall provide for indemnification of Fair Board members by policy or by its by-laws. Service of ISU EXTENSION employees, COUNTY EXTENSION COUNCIL members or their appointees shall be contingent upon FAIR BOARD providing evidence of Directors and Officer's insurance protecting such persons from liability when acting on behalf of the FAIR BOARD.

2.3 The Fair Board manages fundraising opportunities conducted during the fair. Past practice has given priority to the Fremont County 4-H program, and food vendors have been limited to 4-H groups.

2.4 The Fair Board will manage outside vendors wishing to participate in the fair. The Fair Board also assumes responsibility for public demonstrations, and disruptions that occur at the Fremont County Fair.

3.0 EXTENSION shall have responsibilities that include:

3.1 Extension, having ultimate authority and jurisdiction over the Fremont County 4-H Program, will have final decision-making authority over rules and guidelines pertaining to all 4-H events and activities, including 4-H involvement in the County Fair.

3.2 All Livestock weigh-ins will be accomplished according to the state 4-H guidelines as outlined in the publications 4-H 202 (Iowa 4-H Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows), 4-H 106 a-f (Livestock Identification Forms) and the 4-H/FFA Code of Ethics.

3.3 All rules and guidelines must comply with the overall Iowa 4-H exhibiting rules and guidelines.

3.4 Responsibility for the following:

- Creation, implementation, and enforcement of rules related to all 4-H events
- Supervision of all necessary activities concerning the 4-H Program
- Determining eligibility of 4-H members and projects
- Approval and training of volunteers who work with the 4-H Program or 4-H members
- Approval, training and selection of judges for all 4-H shows

4.0 SCHOOL BOARD, having ultimate authority and jurisdiction over local FFA chapters, will have final decisions making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

4.1 All Livestock weigh-ins will be accomplished according to the state FFA guidelines as outlined in FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

4.2 All rules and guidelines must comply with the overall Iowa FFA exhibiting rules and guidelines.

4.3 Responsibility for the following:

- Creation, implementation, and enforcement of rules related to all FFA events
- Supervision of all necessary activities concerning the FFA program
- Determining eligibility of FFA members and projects
- Approval and training of volunteers who work with the FFA program or FFA members

5.0 The Parties have determined responsibility for other activities as provided in the attached document entitled "Appendix A: Other Fair Related Tasks."

SIGNATURE PAGE

FAIR PARTNERSHIP AGREEMENT

Fremont County Fair Association President

Date

Fremont County Extension President

Date

Fremont County 4-H Youth Committee Chairperson

Date

Fremont-Mills CSD Board President

Date

Hamburg CSD Board President

Date

Shenandoah CSD Board President

Date

Sidney CSD Board President

Date

Appendix A: OTHER FAIR RELATED TASKS

This is a working document, meant to be edited as needed.

To state that a task is the responsibility of one entity does not release other entities from contributing to the successful completion of said task. Since all parties involved share responsibility for the success of the County Fair, all must work cooperatively to complete necessary tasks.

1. Fair Board will set the dates and schedule of events for the Fremont County Fair.
2. Together, Extension and Fair Board will make necessary updates to the County Fair Book by the deadline set forth by Extension. Extension will distribute the books electronically, and make copies upon request, at the expense of the Fair Board.
3. Fairgrounds clean-up, both before and after the fair, will be led by the Fair Board, with the understanding that Youth Committee is responsible for 4-H static exhibit areas and the 4-H Food Stand kitchen. Extension will encourage 4-H members and their families to assist with Fairgrounds clean-up.
4. Fair Board will be responsible for providing equipment, facilities, and entertainment that it deems appropriate.
5. Fair Board will be responsible for waste disposal during the county fair.
6. Extension will be responsible for any recycling efforts during the county fair.
7. Fair Board will develop an emergency plan to be utilized in cases of inclement weather including tornadoes, terroristic threats, public intoxication, the presence of firearms, elevated conflict, etc.
8. Fair Board will perform pre-fair publicity that may include brochures mailed to Fremont County postal addresses, flyers displayed in local businesses, radio advertising and interviews, and/or the use of social media or other websites. Advertising will be at the expense of the Fair Board.
9. Fair Board will collect donations and order awards according to its budget. Extension will encourage recipients to issue thank-you notes to donors.

10. Together, Extension and Fair Board will hire judges for all 4-H contests. Specific responsibilities are as follows:
 - Extension will estimate how many judges are needed and make recommendations to the Fair Board.
 - Fair Board will set a budget for paying judges
 - Extension will attempt to gather recommendations on judges.
 - Extension will hire judges through a series of at least three contacts via telephone, postal mail and/or email.
 - Extension will submit a billing statement for judges to the Fair Board within 30 days of the close of the County Fair.
 - Fair Board will submit payment to judges in a timely manner.
11. Extension will receive, approve and process all 4-H fair entries, collecting entry fees as outlined in the fair book.
12. Fair Board will receive, approve and process all Open Class fair entries.
13. Extension, specifically Youth Committee, will provide a licensed food stand during scheduled fair events from which patrons can purchase food and drinks at reasonable prices. One hundred percent of proceeds will be kept by Extension. The Fair Board will not allow other entities to sell food and drink without the consent of Extension.
14. Extension and School Board will ensure that all animal exhibitors have completed required training, specifically Youth for the Quality Care of Animals (YQCA) training.
15. Extension will secure a licensed veterinarian for necessary vet checks, with priority given to Fremont County Vet Clinic.
16. Extension, in cooperation with appropriate 4-H Fair Superintendents, will develop, print and distribute livestock show programs at the expense of the Fair Board.
17. Each show will be attended by the appropriate 4-H Fair Superintendent, a Fair Board member, a 4-H Youth Committee member, and an Extension staff member.
18. Volunteer ring helpers and show announcers will be secured by Extension for 4-H/FFA/Clover Kids shows, and by Fair Board for Open Class shows.

19. Together, Extension and Fair Board will conduct a Premium Sale for the financial gain of 4-H and FFA livestock exhibitors. Specific responsibilities are as follows:
 - Extension will arrange for volunteer auctioneers and clerks to conduct the auction.
 - Both parties will recruit buyers for the auction.
 - Extension will develop, print and distribute auction program at the expense of the Fair Board.
 - Fair Board will provide appropriate facilities, including a working sound system, for the premium sale.
 - Extension will arrange for help in the ring during the auction.
 - Fair Board will provide buyer's cards used to recognize contributors.
 - Extension will collect auction proceeds and redistribute to appropriate exhibitors.
 - Extension will encourage exhibitors to write thank-you notes to their buyers.

20. Extension, in cooperation with appropriate 4-H Fair Superintendents, will conduct weigh-ins of market animals and ensure required identification rules have been followed, as outlined in 4-H 202 (Iowa 4-H Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows) and FFA 202 (Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows).

21. Extension, in cooperation with appropriate 4-H Fair Superintendents, will arrange for market animals to be hauled to an appropriate meat processor, when possible.

22. Fair Board will provide adequate pens, cages and stalls for exhibits based on the exhibit count collected by Extension. Extension, in cooperation with appropriate 4-H Fair Superintendents, will assign stalls to exhibitors.

23. Extension, specifically Youth Committee, will conduct a Cherry Pie Auction for the purpose of raising funds for travel with Citizenship Washington Focus (CWF). Specific responsibilities are as follows:
 - Extension will arrange for volunteer auctioneers and clerks to conduct the auction.
 - Both parties will recruit buyers for the auction.
 - Extension will develop, print and distribute auction program.
 - Fair Board will provide appropriate facilities, including a working sound system, for the Cherry Pie Auction.
 - Extension will collect auction proceeds and deposit into CWF account.

- Extension will encourage participants to write thank-you notes to their buyers.
24. Extension will write and submit news releases to local media outlets featuring fair results for 4-H, FFA, and Open Class contests.
 25. Extension will arrange for photographs to be taken throughout the fair and especially of Grand and Reserve Champion winners for 4-H, FFA, and Open Class contests. The cost will be shared equally between Fair Board and Extension.
 26. Fair Board will arrange for the Fair Queen, or her representative, to assist with the distribution of awards to exhibitors during livestock shows.
 27. The Fair Board will award and distribute ribbon premiums according to its budget and based on Extension's records of ribbons earned by each exhibitor.
 28. All parties will work cooperatively to ensure a safe and positive youth development experience during the Fremont County Fair.



February 22, 2022

Shenandoah Community School District
Attn: Sherri Ruzek, Business Manager
304 West Nishna Road
Shenandoah, Iowa 61601-2312

REC'D
FEB 24 2022
SUPERINTENDENT
OF SCHOOLS

RE: Agreement of Service

Dear Sherri:

The Agreement of Service between Timberline Billing Service and Shenandoah Community School District terminates on June 30, 2022. Timberline values your business and would very much like to continue processing your District's claims for Medicaid reimbursement.

To that end, enclosed is an Agreement of Service for the term of July 1, 2022 through June 30, 2025. We would be happy to meet with you should there be any questions or concerns about the services provided by Timberline or the enclosed Agreement. If not, please obtain the necessary signatures and return one original Agreement to our office.

Timberline looks forward to continuing our working relationship with your District.

Sincerely,

A handwritten signature in black ink that reads "M. Elise Stevens". The signature is written in a cursive, flowing style.

M. Elise Stevens, J.D.
General Counsel/CFO

Enc.

Timberline Billing Service LLC

1801 Fuller Road, West Des Moines, Iowa 50265

Phone 515-222-0827 Fax 515-222-0834

Agreement of Service

The document serves as a legally binding agreement between Timberline Billing Service LLC (Timberline) and Shenandoah Community School District (District) regarding the accessing of Medicaid reimbursement for covered school-based services. Timberline is a Limited Liability Company formed and headquartered in the State of Iowa. Timberline is a statewide medical claim processing company, specializing in working with local school districts and Medicaid. The agreement is set forth herein:

Background

Timberline assists school districts as a Medicaid provider in accessing Medicaid reimbursement for covered services. This includes both special education services and primary preventive services provided in the school-based setting. As a full-service company, Timberline will work with District staff to assure appropriate documentation (from training to monitoring completed forms), process the staff documentation for submission of claims to Medicaid and the review of claims which may need to be resubmitted to Medicaid.

Timberline Responsibilities

- 1) Present information about the Medicaid Local Education Agency (LEA) Program to the District's administration and staff.
- 2) Train the District's staff on the covered services and documentation requirements for the LEA program.
- 3) Monitor and review the documentation/claiming forms of all District staff.
- 4) Keep all District information acquired as a result of these services confidential. In the event that any disclosure of any documentation/information acquired by Timberline is required by law, Timberline will notify the District of such obligation prior to such disclosure. Notwithstanding the above, Timberline shall be in full compliance with all requirements of FERPA, as required by the District, and with HIPAA and their respective rules and regulations as well as laws of the State of Iowa regarding mental health, substance abuse and AIDS information. Further, any documentation or information obtained pursuant to this Agreement will be destroyed or returned to the District, at the sole discretion of the District, upon termination of this Agreement.
- 5) Compare District staff documentation with the quarterly Medicaid eligibility listing from District to ensure student eligibility for the students reported on claiming forms provided by LEA.

- 6) Submit Medicaid claims, or respond to District with listing of additional information needed to process the claim, within 60 days from the receipt of the documentation.
- 7) Review any denied claims for reconciliation. This may include resubmission or communication with District on the reason for the appropriate denial of the claim by Medicaid.
- 8) Provide quarterly updates on Iowa Medicaid LEA program benefits. This may be accomplished via the Timberline website, newsletter, or emails to the contact person for District.
- 9) Continue consultation and communication with the Iowa Medicaid Enterprise, Department of Education and the Medicaid fiscal intermediary to ensure the District's full compliance with all requirements of the Medicaid program.
- 10) Perform a quarterly Quality Assurance Service for the District. This will include a full review of all documentation for a random sample of paid claims during the previous quarter.
- 11) Provide Timberline's proprietary software, T-TRAK, for confidential use by the District, its employees and contractors. Timberline owns T-TRAK and the copyright to it. Nothing in this Agreement shall change Timberline's ownership rights to its intellectual property, including but not limited to T-TRAK.
- 12) Obligations are conditioned upon the prior performance by the District as set forth under the District's responsibility.

District Responsibilities

- 1) Obtain provider certification as required by the Iowa Medicaid program for LEA billing.
- 2) Provide Timberline Billing Service with a quarterly Medicaid eligibility list of students with IEP's.
- 3) Ensure that all personnel for which claims are submitted meet standards as set forth in Iowa Department of Education rule 281, Iowa Administrative Code 41.401 (256B, 34CFR300), to the extent that their certification or license allows them to provide services. Practitioners shall meet the Board of Educational Examiners' Licensure or recognition requirements for the position. Additionally, practitioners are required to hold a professional or occupational license, certificate or permit if they do not hold a Board of Educational examiner's licensure.
- 4) Verify that all providers are not excluded from participation in Medicaid by the U.S. Department of Health and Human Services Office of the Inspector General.
- 5) Provide required access to all personnel, materials, information and financial data necessary to accomplish the designated services listed in this Agreement of

Service. Notwithstanding the above, both parties recognize and agree that the District must be in compliance with FERPA, HIPAA and Iowa laws regarding the treatment of substance abuse, mental health and AIDS information, as well as any other applicable federal or state laws, and that the District will not be in breach of this provision if it is prohibited from providing required information to Timberline on the basis of compliance with such laws.

- 6) Provide Timberline Billing Service LLC with a list, and update as needed, of all District staff authorized to access District reports on the Timberline client-only website.
- 7) Complete enrollment with Iowa Medicaid to name Timberline Billing Service LLC as the District's vendor.
- 8) Keep Timberline's proprietary software, T-TRAK, confidential and not share it with any third party or individual. District shall devote its best efforts to protect T-TRAK and any associated documentation against any unauthorized or unlawful use or copying. Under no circumstances may District decompile or attempt to reverse engineer or derive source code of T-TRAK, or permit any third party to do so.

Fees

District shall pay Timberline a fee equal to six percent (6%) of the net Medicaid reimbursement retained by District. This does not include any Medicaid funds that are returned to the Iowa Department of Human Services. This fee will be calculated monthly based on the paid claims for the preceding month. District shall make payment to Timberline within thirty (30) days from the date of the invoice. Unpaid balances will accrue interest at the rate of 1.5% per month commencing forty-five (45) days from the date of the invoice.

General Terms

District Information, Confidentiality, and Use. All data provided to Timberline by the District, either by manual or electronic means, is and shall remain the property of the District. Timberline may have access to certain District information and data, all of which shall be considered confidential. Timberline agrees that all such information and data shall be used only for the intended purpose and shall not sell, rent, share or otherwise disclose any such information and data to any unauthorized third party.

Warranty. Notwithstanding anything contained in this Agreement to the contrary, Timberline represents and warrants that it is the owner of or otherwise has the right to use, distribute, and license or sublicense all materials and methodologies used in connection with providing the services and products which are the subject of this Agreement, and that such materials and methodologies shall not infringe any copyright or other proprietary right of a third party. Notwithstanding anything contained in this Agreement to the contrary, Timberline further represents and warrants that (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by

knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this Agreement will not violate any law, statute, ordinance or regulation; and (e) the work to be performed by it under this Agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Notwithstanding anything contained in this Agreement to the contrary, Timberline agrees to defend at its own cost and expense any threatened or actual claim or action against the District, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right based on any work furnished to the District by Timberline under this Agreement or the use thereof by the District.

Notwithstanding anything contained in this Agreement to the contrary, Timberline warrants that the service will be available to the District and will be provided substantially in accordance with the descriptions and specifications set forth in any user documentation provided to the District. Timberline shall use commercially reasonable efforts to make the service continuously available to the District and to promptly restore availability if it is within Timberline's reasonable control.

Insurance. Timberline shall maintain liability insurance for protection from claims arising out of performance of services caused by negligent error, omission, or act for which the insured is legally liable. Such liability insurance will provide for coverage in a minimum amount of \$1,000,000 effective through the term of this Agreement and for claims made within one year thereafter. Upon request, Timberline shall provide to the District a certificate indicating that such insurance coverage has been obtained.

Notice. Notwithstanding anything contained in this Agreement to the contrary, any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as detailed below:

Notice to Timberline must be sent to:
Dann Stevens, CEO
1801 Fuller Road
West Des Moines, Iowa 50265

Notice to the District must be sent to:
Shenandoah Community School District
Dr. Kerri Nelson, Superintendent
304 West Nishna Road
Shenandoah, Iowa 61601-2312

Timberline makes no guarantee of results with respect to any claim. Timberline shall not be liable for any errors or omissions contained in the information submitted to Timberline by the District. The District shall not be liable for any errors or omissions as a result of actions by Timberline staff.

Miscellaneous Terms

This Agreement shall be governed exclusively by Iowa law. The parties expressly agree that any litigation arising between them related, in any way, to this Agreement and/or any and all disputes, actions, claims, or causes of action related thereto shall be initiated and maintained only in the U.S. District Court for the Southern District of Iowa or the District Court for Polk County, Iowa.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

The relationship between the parties is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.

The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent, which may be withheld at such party's reasonable discretion. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Anything in this Agreement to the contrary notwithstanding, Timberline shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

Term and Termination

This Agreement of Service shall be effective July 1, 2022, and continue through June 30, 2025. This Agreement of Service shall be automatically renewed for additional terms of one year beginning the 1st day of July each subsequent year unless either party has provided written notice of the intention to terminate at least thirty (30) days prior to the then-current termination date. If termination is done prior to the then current termination date, either party must give thirty (30) days advance notice in writing of the intention to terminate the Agreement of Service. This Agreement of Service may also be terminated at any time by a party not in default hereunder upon thirty (30) days written notice to the party that has committed a material breach of this Agreement.

Timberline Billing Service, LLC



Dann Stevens, CEO

Date 2-22-22

Shenandoah Community School District

Board President

Date _____

Iowa Local Government Risk Pool

The Iowa Local Government Risk Pool (Iowa LGRP) was formed out of a need communicated by school districts to meet their unique budget challenges and help them navigate the changing energy landscape.

Governed by a board of directors of school superintendents, the Iowa LGRP was organized under the Iowa Code Chapter 28E in the fall of 2019 and has quickly grown. WoodRiver Energy and ISFIS are service providers to the program, with decades of combined energy service experience working with Iowa schools and local governments.

88

districts participating

457

meters operated

100%

retention of participating districts

What are the benefits of the program?

This program transfers risks of increases in natural gas costs due to weather-driven demand and other market forces away from the school district. When Winter Storm Uri caused natural gas prices to spike 200-300 times the average price in February 2021, participating districts were not impacted.

In addition to the budget protection, the premium may be paid from the district's Management Fund rather than General Fund, according to an opinion from the State Auditor of Iowa.

How does this program work?

Districts pay a single premium at the beginning of the fiscal year to cover all natural gas services for the year. The premium is based on 125% of the average historical usage at the lowest prices the Pool is able to lock in ahead of the winter heating season.

How can you enroll?

We make enrolling in the program easy. We will review your prior natural gas usage and provide you a quote. Your school board then approves joining the 28E entity and the Participation Agreement. We take care of the rest.

"The Iowa LGRP is a tool our district uses to help mitigate the natural gas price volatility we used to see in our General Fund."

- Brian Johnson, Superintendent Prairie Valley CSD and Southeast Webster Grand CSD

Contact us to learn more!

Jen Albers, ISFIS
jen@iowaschoolfinance.com
515-251-5970 x4

Athena Simpson, WoodRiver Energy
athena.simpson@woodriverenergy.com
641-990-3778

Iowa Local Government Risk Pool
1201 63rd Street
Des Moines, Iowa 50311
www.iowalocalgovernmentriskpool.org



Local Government Risk Pool



Local Government Risk Pool

Iowa Local Government Risk Pool Commission
1201 63rd Street
Des Moines, IA 50311
Phone: 1 (515) 251-5970

**Iowa Local Government Risk Pool Commission
Natural Gas Program Participation Agreement**

THIS PARTICIPATION AGREEMENT is entered into by and between Iowa Local Government Risk Pool Commission (“28E”), 1201 63rd Street, Des Moines, Iowa, 50311, and Shenandoah CSD (“District”), effective as of the 1st day of July, 2022.

WHEREAS, 28E has established a local government risk pool program called Education Energy Group Pool (the “Program”) to pool risks and stabilize gas prices for public entities in conjunction with a Certified Natural Gas Provider (“CNGP”) and other service providers including but not limited to Education Energy Group, LLC, an Iowa limited liability company, WoodRiver Energy, a Colorado limited liability company, and Iowa School Finance Information Services, Inc., an Iowa corporation (hereinafter collectively referred to as “Service Provider(s)"); and

WHEREAS, District has a need for such Program in connection with stabilization of natural gas costs within its budget,

NOW, THEREFORE, in consideration of mutual promises and warranties contained in this Agreement, the parties hereby agree to the following:

1. Services. District agrees to purchase from 28E, and 28E agrees to deliver, 100 percent of natural gas requirements for Enrolled Meters listed in Exhibit A of this Agreement, under the terms outlined herein. District shall take title, possession, and control of the gas at the point of delivery.
2. Term. The term of this Agreement shall commence on the effective date listed above and shall be in effect until June 30, 2023. This Agreement shall automatically renew each year for an additional twelve (12) month period unless terminated by either party giving the other written notice of termination on or before April 1 of the calendar year.
3. Total Premium. The Total Premium shall be set as the sum of all District Enrolled Meters and is set forth in Exhibit B of this Agreement. Exceptions are also noted in Exhibit B of this Agreement. Premiums for subsequent fiscal years shall be determined and communicated on or before March 1 of the calendar year. Premiums and any Premium Adjustments shall be due and payable, within 30 days of receipt of invoice by the District to the 28E. Late charges may be assessed on Premiums not paid timely.
4. Limitation of Liability & Indemnification.
 - (a) District & 28E will fully indemnify and hold harmless one another and each of their respective officers, directors, agents, and employees, from and against all claims, actions, proceedings, or settlements based upon, arising out of, or sustained in connection with, any other program or service offered by District or 28E unrelated to this Agreement.
 - (b) Force Majeure – District shall fully indemnify 28E and Service Providers for acts of God, strikes, lock outs, pipeline explosions, pipeline maintenance, pipeline disturbances or other industrial disturbances, including those involving or affecting Service Providers producing or transporting gas on behalf of 28E.
5. Independent Contractors. It is expressly agreed that the relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship, partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

6. Assignment. The 28E may assign this Agreement to a designated Service Provider, upon notice to the District. Other assignments of this Agreement shall only be by mutual consent of the parties.

7. Severability. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

8. Choice of Law. This Agreement will be governed and interpreted in accordance with the laws of the State of Iowa. The parties agree to venue and jurisdiction in the state court located in Polk County, Iowa.

9. Entire Agreement. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement between 28E and District with respect to its subject matter.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their officers designated below.

Iowa Local Government Risk Pool (28E)

Shenandoah CSD

Signature

Signature

Title

Title

Date

Date

**Iowa Local Government Risk Pool
 Natural Gas Program Participation Agreement
 Exhibit A: Enrolled Meters**

Entity Name: Shenandoah CSD

Entity Billing Address: 304 West Nishna Road Shenandoah, IA 51601

Primary Contact Name: Kerri Nelson

Primary Contact Email Address: nelsonk@shencsd.com

Primary Contact Phone: (712) 246-1581

District shall enroll the following meters in the Program for the term of this Agreement ("Enrolled Meters"):

Facility Name	Facility Physical Address	Utility Account Number	Utility Meter Number	Utility/LDC	Material Changes Anticipated (Yes or No)
Middle School	601 DR Creighton Cir.	10860-86029	TY0139621	Mid-American	
High School	1000 Mustang Dr.	50530-10011	TY0014604	Mid-American	
Admin Bldg	304 W Nishna Rd.	50740-10012	T09223406	Mid-American	
HS Generator	1000 Mustang Dr.	57811-04000	AE1204874	Mid-American	
Shen High School	314 W Nishna Rd.	13381-55002	AE1203588	Mid-American	
	1305 W Sheridan Ave.	01020-22007	SY1861329	Mid-American	
Shenandoah School	105 E Nishna Rd.	26170-35039	R90400090	Mid-American	

**Iowa Local Government Risk Pool
Natural Gas Program Participation Agreement
Exhibit B: Premiums**

Entity Name: Shenandoah CSD

Total Premium(s). Total Premium(s) shall be the complete and total amounts owed by the District to the 28E for all costs allocated with the Enrolled Meter for purchase and delivery of natural gas, for the Term of this Agreement, with the Exceptions defined below. The Total Premium includes protections for District from changes to pricing in the natural gas market, and changes in consumption resulting from weather, interstate or local distribution or tariff changes. District recognizes it is paying a premium for this transfer of risk and resulting budget certainty. The Total Premium also includes amounts needed to pay the administrative and other expenditures of the 28E.

Exception. Total Premium is set based upon current equipment and historical consumption for each Enrolled Meter. A Material Change may result from facility capital investment in property and equipment (“Material Change(s)”). District shall inform 28E of any Material Change anticipated in advance or immediately upon occurrence, to equipment or gas consumption for each Enrolled Meters during the Term of this Agreement. In the event the Material Change anticipates gas consumption to decrease, 28E may refund a portion of the Premium. In the event the Material Change anticipates gas consumption to increase, 28E may assess additional Premium. In the event a Material Change occurs, regardless of notification to the 28E by the District, the 28E may adjust the Premium to either refund a portion of the Premium to the District or assess additional Premium from the District (“Premium Adjustment”). Premium Adjustments shall be due and payable by the responsible party within 30 days of notification.

Premiums for Enrolled Meters (“Total Premiums”): **\$58,748.06**, Starting 7/1/22 ending 6/30/23. This Total Premium amount will be reduced based upon actual natural gas invoices from previous supplier to District dated after June 30, 2022.

Facility Name	Facility Physical Address	Total Premium 2022/2023
Middle School	601 DR Creighton Cir.	\$5,597.64
High School	1000 Mustang Dr.	\$43,252.50
Admin Bldg	304 W Nishna Rd.	\$5,114.96
HS Generator	1000 Mustang Dr.	\$231.26
Shen High School	314 W Nishna Rd.	\$132.28
	1305 W Sheridan Ave.	\$1,040.69
Shenandoah School	105 E Nishna Rd.	\$3,378.73

Facility Name	Facility Physical Address	Total Premium 2022/2023



February 25, 2022

Greetings from AEA Purchasing!

You will find attached the agreement for participating in the AEA Purchasing Food, Ware Wash and Small Wares cooperative purchasing programs for school food service. AEA Purchasing has the ability to share this document electronically allowing for completion and e-signature by the authorized person/persons. If your school district is interested in completing this agreement electronically, please email administrative assistant Barb Adams at barb@aeapurchasing.org. Of course we are still able to accept signed and emailed copies as well. You may want to forward or print this off for your Superintendent or Business Manager.

In the school year 2021-2022 there were 323 schools and districts that participated with the AEA Purchasing program and we anticipate over \$37 million dollars in purchases.

Electronic copies of the agreement for the 2022-2023 school year may be acquired at the AEA Purchasing website (www.aeapurchasing.org). PLEASE NOTE THE FOLLOWING.

1. **THE AGREEMENT MUST BE COMPLETED ELECTRONICALLY OR RETURNED NO LATER THAN JUNE 30, 2022. THIS IS NOT NEGOTIABLE.** The agreement is for school year 2022-2023. Please submit your agreement by email to barb@aeapurchasing.org or:

Mail to: AEA Purchasing
Attention: Barb Adams
1521 Technology Parkway
Cedar Falls, IA 50613

2. The agreement provides space to indicate the school's interest in participating in food, ware wash (dish wash) and/or small wares (pots, pans, silverware, etc.). Schools may choose any or all of these bids.
3. AEA Purchasing has taken every step towards ensuring that these bids are compliant with the Iowa Department of Education, Bureau of Nutrition and Health and Service and the USDA Food & Nutrition Service Department. The participating schools must do their part in ensuring compliance.

Schools or school boards wishing further information may contact Meg Brink at 800-632-5918 x-1321 or megan@aeapurchasing.org.

Sincerely,
Meg Brink
AEA Purchasing
Food Program Consultant

AEA PURCHASING AGREEMENT 2022- 2023

This purchasing agreement (“Agreement”) is entered into by AEA Purchasing, an entity formed by a 28E Agreement filed on or about February 7, 2011 and the _____ School District/Customer (hereafter the “Eligible Member”) located in Area Education Agency (hereafter the “AEA”) _____ for the 2022-2023 school year.

SELECTION OF PROGRAMS

Eligible Member elects to participate in the program(s) checked below. Products available under these bids are for use in the Eligible Member’s Child Nutrition Programs:

- A. AEA PURCHASING Food Bid _____ (Martin Bros.)
- B. AEA PURCHASING Small Wares Bid _____ (Rapids Wholesale)
- C. AEA PURCHASING Ware Wash Bid _____ (EMS Detergent - East Zone) (Martin Bros. - West Zone)

COMMITMENT TO BUY AND PARTICIPATE

The Eligible Member agrees to purchase an aggregate monthly total of 60% of its food and supplies (excluding USDA Foods, milk, bread, small wares and ware wash) from the vendor selected by AEA Purchasing (“Prime Vendor”).

Eligible Member agrees to respond to requests for information from AEA Purchasing, reporting any service, product, invoicing, or other problems which may arise between the Eligible Member and any Prime Vendor. Also, to be willing to serve on, or provide input to, committees as established by AEA Purchasing from time to time.

EFFECTIVE DATE

To be effective beginning July 1, 2022, this Agreement must be signed no later than June 30, 2022.

PRIME VENDOR RESPONSIBILITIES TO ELIGIBLE MEMBERS:

- Provide product data information (i.e. nutrition specifications, child nutrition documentation)
- Establish bi-weekly (or otherwise agreed upon schedule) salesperson visits and truck deliveries
- Establish, in conjunction with AEA Purchasing, food shows and seminars
- Provide monthly and weekly price reports
- Invoice and directly deliver products
- Provide computer ordering and inventory system support

AEA PURCHASING ADMINISTRATIVE FEE

AEA Purchasing administers a \$.50 per case and a \$.10 per broken case amount to help to cover the expenses of running the program. At the conclusion of this Agreement, after expenses are paid, the balance is refunded to our Eligible Members on a pro rata basis. In school year 2020-2021 the amount sent back as a year-end food rebate was \$305,685.00. Eligible Member will return any such refund to the appropriate school meals account as required by the United States Department of Agriculture (USDA). Iowa’s AEA, through the appointed representatives on the IAEEA Governing Board, will provide oversight and management for this program but no funding.

PAYMENT

Normal terms are net amount due in 30 days. (Net 30 days.)

Eligible Member will remit payment directly to Prime Vendor. Eligible Member will pay applicable administrative fees included on its invoices. These administrative fees will be paid to AEA Purchasing by Prime Vendor pursuant to the agreement between AEA Purchasing and Prime Vendor.

PRICE LISTS AND PRICE CHANGES

AEA Purchasing will transmit monthly and weekly price lists to Eligible Members. Firm prices will prevail for one calendar month with the exception of weekly price changes for fresh meat, dairy products and produce.

MINIMUM ORDER AND DELIVERY

Orders may be placed with Prime Vendor at any time during the term of this Agreement. The minimum order requirements for one Eligible Member for delivery to one building will be \$500.00 for food. The Prime Vendor will deliver and unload goods directly to Eligible Members during normal operating hours or at other mutually agreed upon times. Schools that order under \$500 will incur a \$15 service fee. There will be no fuel surcharge. There will be no minimum delivery requirement for the month of May or the three weeks prior to Winter break.

ELIGIBLE MEMBER RESPONSIBILITY

Eligible Member acknowledges their responsibility to comply with any and all applicable regulations of the USDA Food and Nutrition Service Department and the Iowa Department of Education Bureau of Nutrition and Health Services, including but not limited to, the retention of records and nonprogram revenue requirements. Eligible Member agrees to adhere to all provisions of the Standards of Conduct adopted by AEA Purchasing.

COMPLIANCE BY AEA PURCHASING

AEA Purchasing will comply with any and all applicable federal and state regulations related to the procurement of goods and services for Iowa school districts and area education agencies.

TERMINATION

Both Eligible Member and the AEA Purchasing have the option to terminate this Agreement prior to June 30, 2022 upon thirty (30) days advance written notice.

SIGNATURES

Eligible Member/School District

AEA Purchasing Signature
AEA Purchasing Foodservice Division
PHONE: 800-632-5918 x-1321
EMAIL: megan@aeapurchasing.org

Name of School District/Customer

AEA Purchasing

Signature

Date

Title

Date

School District Phone Number

*** AEA Purchasing has the ability to share this document electronically allowing for completion and e-signature by the authorized person/persons. If your school district is interested in completing this agreement electronically, please email administrative assistant Barb Adams at barb@aeapurchasing.org .*

Superintendent email address: _____

Business Manager email address: _____

Foodservice Director email address: _____

ERate Funding 2020

BY Richard Morgan-Fine

Below is this year E-rate information. With our rating the E-rate system will cover up to 80% of the cost for those items. This year We did see less response than we normally see. The bidding and RFP process all goes through the Government e-rate system (USAC). I did reached out to a few vendors that bid previously and check to see why they were just bidding e-rate this year. Reasons given seemed to be staffing issues related to bidding process using the E-rate system and also supply chain issues.

E-Rate has 2 categories. Cat 1 is Internet services. Cat 2 is Infrastructure (IE wireless AP, Switches, Routers, and firewalls.)

Category 1 Internet services.

This year our contract With swift for 5 Gig Service is up for renewal. We had 2 different Companies Bid for a 3 year service agreement.

At this time I would recommend we select Swift 5gig Service as the winning bid. Bid Matrix is attached to this letter.

Category 2 (IE wireless AP, Switches, Routers, and new this year Battery Backups.)

We sent out an RFP on Wireless, and a few Switches . Attached is the Matrix and Pricing on Bids received on the RFP. We had 5 companies Bid the RFP.

Switches - We have a few non Meraki switches that need to be updated.

Wireless access points as our current ap's are seeing more clients then before we are going over the optimal Client counts which can affect performance. So the new Ap's can handle up to 150 clients per AP. We upgraded half of the district last year and this is the other half.

My recommendation is to purchase all three items from **Heartland Technologies** - \$89,255.80

Switches - \$27,332.44

Switch Licenses - \$2704.80

Wireless AP's - \$51,487.86

.Wireless Licenses - \$7,730.88

Total - \$89,255.80 E-rate 80% - \$30,695.12 Our share - \$17,851.16

FY 21-22 E-Rate Cat 1 Evaluation Matrix (210021866)

Shenandoah Community School District

Company	Rate	Monthly Cost	Build out cost	Level of service (Speed)	Prior experience	Local or in-state vendor	Requires Buildout	Cost	Totals Possible Points
				5 points	8 Points	9 Points	(5 Points)	(10 Points)	37
				<i>1- 1gig and below 2 - 1.5 gig 3 - 2 gig 4- 3 gig 5 - 4gig and above</i>	<i>Highest - worked with good results Lowest - Never worked</i>	<i>9 - In State 8 - 1 Based on regional Location</i>	<i>5 - No Build out cost 4- 2 is ranked Build out cost among Bidders 1- No Build out noted in Quote.</i>	<i>10 - lowest cost 9-1 Graduated Higher cost</i>	
Proficient	1gps	\$599.00	N/A	1	1	1	1	10	14
Swift	5gps	\$499.95	\$0.00	5	2	9	5	10	31
									0

FY 20-21 SCSD 470 Cat 2 - #210021871							Notes	Matrix				
Company	Switch	Switch Licensing	Wireless	Wireless Licensing	Lic Term	Total		Available Points	Price of the eligible products and services	Prior experience with the vendor	Does Products meet RFP Requirements	Local or in-state vendor
								40	30	20	10	100
CDW		\$26,719.24	\$2,617.68	\$54,851.52	\$8,236.32 3yr	\$92,424.76		30	30	20	5	85
Heartland Technology		\$27,332.44	\$2,704.80	\$51,487.68	\$7,730.88 3yr	\$89,255.80		40	30	20	10	100
YCM Solutions		\$27,277.24	\$2,672.32	\$55,956.48	\$8,401.92 3yr	\$94,307.96		20	10	20	5	55
Net Diverse		\$33,130.25	\$3,245.74	\$67,963.97	\$10,204.99 3yr	\$114,544.95		10	10	20	5	45
Questivity		\$55,217.08	\$5,409.56	\$113,273.26	\$17,008.32 3yr	\$190,908.22		5	10	20	5	40



Thank you for giving Daktronics the opportunity to be your equipment provider. It is important to us that we capture your vision for this project. The provided quote outlines your product selection. Please look it over carefully and work with your salesperson to review and answer any questions.

We look forward to partnering with you on this exciting opportunity!

Placing Order:

When you are ready to place your order, contact your salesperson to obtain order documents. Daktronics will need the following information:

- Finalized equipment decision, including colors
- Delivery location/address
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view [Daktronics Graphics File Standards](#) and submit with your order documents.

Additional Information:

Our website and blog offer helpful information. Learn more about what our customers are talking about by visiting the following:

- Could your PA system use an upgrade?
 - Check out our [Sports Sound Systems](#).
- Wishing you could check off more items on your list of needs?
 - See how [Daktronics Sports Marketing](#) could add revenue to your budget.
- Curious what other schools have installed?
 - Look through our [Daktronics Sports Photo Gallery](#) for ideas.
- Did you know we have an in-house reliability laboratory?
 - Experience the testing your components undergo in our [Product Reliability Lab](#).
- Interested in financing options for orders over \$25,000?
 - View our [Getting Started Guide](#) to see what Daktronics offers.
- Want to view helpful information related to our products, in addition to stories on how other schools are developing students and generating revenue?
 - Check out our [blog](#).

DAKTRONICS QUOTE # 774359-2-3

Shenandoah Community School District
 Jon Weinrich
 1000 Mustang Dr
 Shenandoah, IA USA 51601
 Phone: (712)490-5481
 Fax:
 Email: weinrichj@shenandoah.k12.ia.us

3/Mar/2022
 Quote valid for: 60 days
 Terms: Net 30 days from shipment with
 Purchase Order
 Subject to Credit Review
 FCA: DESTINATION
 Delivery: Call for Production Time

Reference: Basketball

Item No.	Model	Description	Qty	Price
1	BB-2115-AR-PV	Tuff Sport® PanaView® Game Clock / Shot Timer; 2 Displays; Scoreboard Color: Black (8800) Semi-Gloss Finish	1	\$4,740.00
	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	
	Indoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	1	
	Radio Receiver	Frequency of 2.4 GHz	2	
2	LTS-BB-10 3.5' Universal Backboard Light Strip	Backboard Lighting Kit - 42 inch Universal	2	\$3,478.00
	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	
	Indoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	1	
	Radio Receiver	Frequency of 2.4 GHz	2	
	W-2913	HARNESS; RADIO ADAPTOR, 5P MNL M TO 6P MINI M	2	
3	DAK Score App with All Sport® MX-1 Mobile Scoring Kit	DAK Score App with All Sport® MX-1 Mobile Scoring Kit and Gen VI Radio Transmitter	2	\$728.00
4	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.	1	\$255.00
Services				
5	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
6	G1C1-W	One Year Warranty - Parts Coverage - G1G1 (for Light Strips)	1	

Total Price Excluding Applicable Tax:	\$9,201.00
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Please reference listed sales literature: DD1628383 for G5C5-W, DD2481875 for BB-2115-AR-PV, DD3888368 for DAK Score App with All Sport® MX-1 Mobile Scoring Kit, DD4703928 for LTS-BB-10 3.5' Universal Backboard Light Strip, SL-02374 for G1C1-W, SL-03991 for AS-5010 Kit, SL-04370 for Indoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver



DAKTRONICS QUOTE # 774359-2-3

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$10,700 per year

\$100,000 in total equipment cost = \$21,199 per year

\$250,000 in total equipment cost = \$52,899 per year

Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- | | |
|--|------------------------------------|
| - Electrical Installation | - Physical/Mechanical Installation |
| - Structure | - Foundation |
| - Power | - Hoist |
| - Technical Support/Installation Support | - Engineering Certification |
| - Signal Conduit | - Labor to Pull Signal Cable |
| - Applicable Permits | - Taxes |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 774359-2 Rev 3 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to [Daktronics' graphic file standards](#), at the time of order.

Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Brett Lyon
PHONE:
FAX: 605-697-4700
EMAIL: Brett.Lyon@daktronics.com

Marcus Marcellus
PHONE: 605-692-0200
FAX:
EMAIL: Marcus.Marcellus@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

NOTE:

The pricing may be adjusted for freight and taxes depending on the options selected.
Please request order documents to submit your order.





RESIDENTIAL PURCHASE AGREEMENT

TO: _____ **City of Shenandoah, Iowa** _____ (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in _____ **Page County** _____, Iowa, locally known as **213 W Sheridan Ave. Shenandoah, IA** _____ and legally described as:

Lot 664 and West 21 feet of Lot 665 in Original Plat to City of Shenandoah, Page County, Iowa
(213 W. Sheridan Ave.)

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be \$ 1.00 and the method of payment shall be as follows: \$ Upon Council Approval with this offer to be deposited upon acceptance of this offer and held in trust by NA as earnest money to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price:
 - a) in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon BUYERS obtaining such funds.
 - b) upon the terms specified in alternative ___ of the Financing Addendum to Residential Purchase Agreement as initialed and attached hereto and incorporated herein.
2. REAL ESTATE TAXES.
 - A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
 - B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, _____) due and payable in the subsequent fiscal year (commencing July 1, _____).

BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of

possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay in full all special assessments which are a lien on the Property as of the date of acceptance NA.

B. If "A" is stricken, then SELLERS shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage ^{liability only} to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS ^{agree to} may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. ~~The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.~~

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on City Council Approval of Sale, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within NA hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed (upon the filing of title transfer documents) (upon the delivery of the title transfer documents to BUYERS) and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following:

all contents

The following items shall not be included:

N/A

7. CONDITION OF PROPERTY.

- A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.
- B. Within NA days after the acceptance of this Agreement BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.
- C. If "B" is deleted, BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.
- D. NEW CONSTRUCTION: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within NA days of acceptance of this Agreement. New construction shall have the warranties implied by law, those specifically made by suppliers of materials/appliances, and those specifically tendered by the contractor.

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, NO ABSTRACT, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.

9. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.

10. ENVIRONMENTAL MATTERS.

- a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed

GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: NA

b) BUYERS may at their expense, within NA days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$ 0.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Quit Claim deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by NA either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYERS.

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS'

option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

- B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
- C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

19. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

- A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
- B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.
- C. Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that _____

22. ADDITIONAL PROVISIONS: (check if applicable)

 A. SALE OF BUYERS' PROPERTY. This Agreement is contingent upon the sale and settlement of the BUYERS' property locally known as _____ on or before _____.

If settlement has not been made by this date, the SELLERS may rescind this Agreement by giving notice to BUYERS that unless sale and settlement of BUYERS' property is made within five (5) business days of such notice, then this Agreement shall be null and void. Unless SELLERS give such written notice, this Agreement shall remain valid until the sale of BUYERS' property.

SELLERS reserve the right to continue to offer the Property for sale. Should SELLERS receive another offer which they desire to accept, BUYERS shall have _____ days from the delivery of written notice to waive the "contingency of sale." Notice from the BUYERS to the SELLERS, removing the contingency of sale, shall be timely delivered to the SELLERS along with reasonable assurance that BUYERS can complete the purchase without the sale of the property referenced above.

If BUYERS do timely remove such contingency, this Agreement will remain in full force and effect (but without being contingent on the sale of BUYERS' property). If BUYERS do not timely remove such contingency, SELLERS will immediately return to BUYERS all earnest money paid, this Agreement will be of no further force and effect, and neither party will have any further obligation to the other hereunder.

___ B. TERMITE INSPECTION. _____ at their expense shall have the Property inspected for termites or other wood destroying insects by a licensed pest inspector prior to closing. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYERS' satisfaction or, declaring this Agreement null and void and returning all earnest money to BUYERS. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. BUYERS may accept the property in its existing condition without such treatment or repairs.

___ C. WELL TEST. SELLERS, at _____ expense, shall provide BUYERS, within _____ days after acceptance of this offer, a report issued by the county health department, or a qualified testing service, indicating the location of any well on the Property and that water from each well (1) is safe for its intended use and (2) is in sufficient quantity for its intended use. If BUYERS receive an unsatisfactory report, the basis for which cannot be resolved between BUYERS and SELLERS within _____ days of receipt thereof, then upon written notice from BUYERS to SELLERS, this agreement shall be null and void and all earnest money paid shall be returned immediately to BUYERS.

___ D. RADON TEST. Within _____ days after the date of acceptance of this offer, SELLERS, at _____ expense, shall have the property tested for the presence of Radon gas by a qualified professional and shall provide the written results of such test to BUYERS within the same time period. If said results reveal the presence of Radon in the Property at a level greater than 4.0 pCi/L and SELLERS do not agree to remediate the Property at SELLERS' expense such that the Radon levels in the Property are reduced to a level below 4.0 pCi/L, then BUYERS shall have the option to terminate this agreement, in which case all earnest money shall be returned to BUYERS and this Agreement shall be of no further force or effect.

___ E. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

___ F. OWNERS' ASSOCIATION. If the property is subject to control by an association of owners, this Agreement is contingent upon the timely satisfaction or waiver of those conditions set forth on the Owners' Association Addendum attached hereto and by this reference made a part hereof. Buyers may, before closing and no later than _____ days after receipt of all responsive documents, elect to cancel this Agreement by written notice of cancellation to Sellers. If Buyers elect to so cancel this Agreement, then this Agreement shall be null and void and the earnest money paid by Buyers shall be refunded. In the event Buyers do not timely notify Sellers of cancellation, this Agreement shall be binding and remain in full force and effect.

___ G. OTHER: Attach Addendum.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

Accepted _____
City of Shenandoah, Iowa, a municipal corporation

Dated _____

SELLERS Roger McQueen, Mayor

SS#:

BUYERS Shenandoah CSD
By School Board President

SS#:

SELLERS Karla Gray, City Clerk

SS#:

BUYERS

SS#:

500 W. Clarinda / PO Box 338
Shenandoah, IA 51601

Address

Phone: 712-246-1213

304 W. Nishna Road
Shenandoah, IA 51601

Address

Phone: 712-246-1581

1. See attached prosal and Resolution.
2. Buyer to complete rehab on or before January 2023.
3. Seller has no abstract and will provide none. Properties are free and clear of all liens, encumbrances and taxes. Buyer to make their own investigation of title. Acceptance of the Deed is acceptance of title.
4. The rehab of the property is a condition precedent to this contract. Failure to rehab within agreed time will result in forfeiture of Buyer contract with all labor and material forfeited and the Buyer taking nothing.
5. Buyer to pay \$1.00 upon City Council approval of this contract.
6. Upon completion of rehab with property ready for occupancy, Seller will provide Quit Claim Deed to Buyer.



7C

City of Shenandoah
500 W. Carinda Avenue P.O. Box 338
Shenandoah, Iowa 51601

City Owned Property Bid Form

Date Bid Received 1.20.2022

Name of Purchaser: Shenandoah CSD
Phone: 712-246-1581
Email: nelsonk@shenandoah.k12.ia.us

Property to Purchase: 213 W. Sheridan Ave
Bid Amount: \$1.00

Ultimate Plans for Property:
The property will be used to allow students to engage in project-based learning with the goal of renovating the house to a reasonable and affordable standard of living. The house will be sold, and any profit will be used to reinvest into the next housing project.
The plan is to work with the original floor plan to rebuild the house. The front porch area will be removed, and the landscaping will be redone.

Timeline for Property:
Immediate: Securing property, cleaning, and removing trash & debris
March: Design and Consultation Work
April through Completion: Removing interior walls, installing essentials (wiring, plumbing, walls, flooring, cabinets, and painting)
November to Completion: Marketing and selling the property
Expected Project Completion Date: 1/2023

Previous Experience in Demo/Rehab/Construction/Etc. (Provide addresses and dates if applicable):
Shenandoah CSD has managed extensive construction projects. The HS renovation in 2020 is the most recent significant project.
Mr. Sweet, the Industrial Technology teacher, is licensed by the State to work with students on such projects. In recent years they have done some demolition and smaller projects i.e. sheds and smaller storage units. Mr. Sweet has worked outside of education on cabinetry and housing construction.
There is an advisory committee work on this project that have technical expertise in construction trades.

How Will the Project Be Funded: Shenandoah CSD Interfund Loan
--

Where Will Materials Be Sourced: Local vendors and business owners

Where Will Debris/Trash Be Disposed: The School District will dispose of debris and trash in dumpsters obtained through Shenandoah Sanitation.

RESOLUTION NO. 2022-03

RESOLUTION PROPOSING THE SALE OF CITY OWNED PROPERTY

WHEREAS, the City of Shenandoah, Iowa has acquired a nuisance property located at 213 W. Sheridan Ave. and legally described as: Lot 664 and West 21 feet of Lot 665 in Original Plat to City of Shenandoah, Page County, Iowa; and

WHEREAS, the property will become a burden upon the City requiring mowing and maintenance with ownership thereof preferred to be in private individuals; and

WHEREAS, the City has no abstract and will provide no abstract, with good title now in the City to the best of its knowledge with Buyer to make his/her own review of title status; and

WHEREAS Shenandoah CSD has agreed to purchase 213 W. Sheridan Ave. for the sum of \$1.00 and participation in student project-based learning.

NOW THEREFORE BE IT RESOLVED the City of Shenandoah will sell 213 W. Sheridan Ave. to Shenandoah CSD for the sum of \$1.00 in accordance with the bid form submitted January 20, 2022.

FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute any and all documents on behalf of the City of Shenandoah necessary to complete the sales in accordance with terms and conditions set forth in the agreement.

That the City Clerk is directed to publish notice that the City is proposing the sale of 213 W. Sheridan Ave. and a hearing is scheduled for February 8, 2022 at 6:00 p.m. at City Hall in Shenandoah, Iowa where public comment will be taken.

That the property at 213 W. Sheridan Ave. has been offered for sale by public offering with the offer of Shenandoah CSD resolved to be accepted. If you have reason to comment on the proposed sale you will have the opportunity to do so at the February 8, 2022 council meeting.

Moved by Graham to adopt. Seconded by Gibson.

Ayes: Graham, Gibson, Brantner, and Swank

Nays: None

Absent: Arman

PASSED AND APPROVED by the Council this 25th day of January, 2022.



Roger McQueen / Mayor



Karla Gray / City Clerk