Mission: To develop lifelong learners through effective teaching in a safe and caring environment.
Vision: Educational excellence for every child – setting the standard others aim for.

AGENDA
BOARD OF EDUCATION – SPECIAL MEETING
Instructional Planning Center/Huron Arena
January 22, 2018
5:30 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Adoption of the Agenda
5. Dates to Remember
   January 26  First day to circulate or file school board petition
   January 29  HHS Registration Open House – 5:30 – 8:45
   February 7  Early Release
   February 12 Board of Education Meeting – 5:30 p.m. IPC
   February 19 President’s Day – No School
   February 23 Deadline for filing school board petition
   February 26 Board of Education Meeting – 5:30 p.m. IPC
   March 7    Early Release
   March 12   Board of Education Meeting – 5:30 p.m. IPC
   March 12 & 13 HMS Parent/Teacher Conferences 4:00 – 7:15
   March 16   Spring Break – No School
   March 26   Board of Education Meeting – 5:30 p.m. IPC
   March 27   4th/5th Grade Parent/Teacher Conferences 3:30 – 6:45
   March 27   HHS Parent/Teacher Conferences 5:30 – 8:45
   March 30   Holiday Break – No School

6. Community Input on Items Not on the Agenda
7. Conflict Disclosure and Consideration of Waivers – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
   a)

8. CONSENT AGENDA
   The Superintendent of Schools recommends approval of the following:
   a) Board Approval of New Hires
      As was mentioned previously, classified personnel, substitute teachers/classroom aides, and volunteers must be approved in order to be covered by our workers’ compensation plan.
      1) Cheryl Brotherton / Special Education Para-Educator / $13.96 per hour
      2) Michael Schmitz / Co-Pole Vault Coach/split base Assistant Track Coach salary – $2068.00
      3) Scott Zuccaro / Co-Pole Vault Coach/split base Assistant Track Coach salary – $2068.00
      4) Keith Molan / Transportation Dept/Route Bus Driver/$25 per hour/Detailing Vehicles/activity buses/$14.68 per hour
      5) Vanessa Stevens / Para-Educator-Middle School/$13.81 per hour
      6) Robert Behlke / TAP Classroom Leader/$17.20 per hour
7) Truman Savery/TAP Classroom Leader/$17.20 per hour
8) Akina Decker/Graduation Coach-Buchanan K/1 Center/$20.21 per hour

b) **Contracts for Board Approval**
1) **Resignations for Board Approval**
1) Briana Heuston / Head Competitive Cheer Coach / 8 years
2) Briana Heuston / Assistant Competitive Dance Coach / 8 years
3) April Krueger/High School Study Hall Para/1½ years

d) **Consideration and Approval of Bills** – See attached list

e) **Request Permission to Operate Summer Nutrition Program at Huron Middle School and Begin a Summer Mobile Nutrition Program.** The Summer Mobile Nutrition Program will make three stops in three Huron City parks – Splash Central, Winter Park, and Prospect Park.

f) **Request for Approval of Open Enrollment Request**
The administration has received open enrollment request #OE-2017-08, #OE-2017-09, #OE-2017-10, #OE-2017-11, and #OE-2017-12 for Board approval.

g) **Intent to Apply for Grant Funding**

<table>
<thead>
<tr>
<th>Group Applying</th>
<th>Amy Schoenfelder</th>
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<td>Contact Person</td>
<td>Amy Schoenfelder</td>
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<tr>
<td>Name of Award</td>
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<td>Name of Funder</td>
<td>American Bank &amp; Trust</td>
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<td>Amount to be Requested</td>
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<td>Project Focus</td>
<td>Grow Height Adjustable Stool &amp; Balance Cushions</td>
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h) **Request to Open “Huron Tigers Orchestra” Account**
Mia Kruse, Director of Orchestras, 4-12, is seeking permission to create a club account for the Huron Schools Orchestras. Letter of request from Ms. Kruse is attached.

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he may do so.)

9. **CELEBRATE SUCCESSES IN THE DISTRICT:**

**CONGRATULATIONS:**

- The following will be inducted into the Huron High School Athletic Hall of Fame in 2018:
  - Athlete Stephanie Tschetter 1999 graduate
  - Athlete Josh Sammons 1992 graduate
  - Coach Late Bob Timm
  - Contributor Gary Harrington
  - Team 1974 State Champion Boys Golf Team

The Induction Ceremony will be held September 22, 2018 in the Huron Arena beginning at 5:00 p.m.

- Sophomore gymnast, Erica Zell, who set a school record on floor with a score of 9.6. Old record was set by Kimberly Hilton at 9.5 in 2000-01 season.

- Middle School All State Band – Victoria Larson-8th Trombone, Maggie Knipling-8th Clarinet, Jake Holfatty-7th Horn, Noah Beck-7th Horn, and Elizabeth Gilbert-8th Baritone. Middle School All State Band will be held at Pierre Riggs High School on March 2nd and 3rd.
THANK YOU TO:

10. **Classified Employee of the Month – Presented by Mrs. Rozell, Madison 2/3 Center – Karen Ford, Para-Educator**, has been selected as Classified Employee of the Month for January 2018. Nomination comments are included in this packet. Congratulations Karen!

11. **OLD BUSINESS**
   a) **Calendar Recommendation – 1st Reading**
      1) Receive public testimony
      2) Board discussion on options
      3) 1st Reading or return to Superintendent and committee
   b) **Section I Policy Review – 2nd Reading**

12. **REPORTS TO THE BOARD:**
   a) **LAN Report**
   b) **Business Manager’s Report**
   c) **Superintendent’s Report**

13. **NEW BUSINESS**
   a) **ROW Agreement Including a Temporary Easement, Permanent Easement, and a Warranty Deed**
   b) **Huron High School Registration Booklet 2018-2019** – Mike Radke – Superintendent recommends approval

14. **EXECUTIVE SESSION**
    1-25-2 Executive or closed meetings may be held for the sole purposes of:
    (4) Preparing for contract negotiations or negotiating with employees or employee representatives

15. **ADJOURNMENT**
Huron School District
New Hire Justification

Date: 1/5/18

Applicant Information

Applicant Name: Cheryl Brotherton
Address: 804 Canary LN, Huron, SD 57350
Phone: 6053502307
Education: Over 2 years at Huron University
Experience: 1 year

References: Marsha Thomas, Noreen French, Brad Sibson

Reason for New Hire: Additional supports at Washington SLC
New Position: Washington SLC para
Replacement: 

Position Information

Department: SPED
Position: Para at Washington SLC
Supervisor: Megan Hein
Responsibilities: SPED Para
Hours: 7.5 Hours

Hiring Information

Wages: 13.96
Classification: SPED Para

Wage Justification: 1 Year Huron ESL/General Ed Para, Almost Complete Elem Ed Degree (only missing Student Teaching)

Start Date: Jan. 11, 2018

Requested by: Lori Wehlander (Administrator)
Huron School District
New Hire Justification

Date: January 16, 2018

Applicant Information
Applicant Name: Michael Schmitz
Address:
Phone:

Education:

Experience: Asst Track Aberdeen Central – five years

References:

Reason for New Hire
New Position:  
Replacement: Dan Thelen

Position Information
Department Athletic
Position: Co-Pole Vault Coach
Supervisor: Tom Baszler and Terry Rotert
Responsibilities: Coach HS and MS pole vaulters
Hours: after school and some weekends

Hiring Information
Wages:
Classification:

Wage Justification: Split base Asst Track salary
Start Date: February, 2018
Requested by: Terry Rotert - AD
Huron School District
New Hire Justification

Date: January 16, 2018

Applicant Information
Applicant Name: Scott Zuccaro
Address:
Phone:

Education:

Experience: Pole vaulted in high school and college

References:

Reason for New Hire
New Position:
Replacement: Dan Thelen

Position Information
Department: Athletic
Position: Co-Pole Vault Coach
Supervisor: Tom Baszler and Terry Rotert
Responsibilities: Coach HS and MS pole vaulters
Hours: after school and some weekends

Hiring Information
Wages:
Classification:
Wage Justification: Split base Asst Track salary
Start Date: February, 2018
Requested by: Terry Rotert - AD
Huron School District
New Hire Justification

Date: January 16, 2018

Applicant Information
Applicant Name: Keith Molan
Address: 517 Colorado Ave. SW, Huron
Phone: 605-412-0101
Education: Trinity Bible & Graduate School, Ellendale, ND
Experience: Maintenance, Bob Cat factory, and Home Improvement Services.
References: Bryan Jacobson, Jordy Nunez, Duane Hanson

Reason for New Hire: Route driver for bus Rt #15.
New Position:
Replacement:

Position Information
Department: Transportation
Position: Bus Driver Rt #15 and vehicle/activity bus detailer
Supervisor: Kathie Bostrom
Responsibilities: Sub Bus driver
Hours: Vary

Hiring Information
Classification: Class 2
Start Date: January 2, 2018
Requested by: Kathie Bostrom

8/25/14
Huron School District
New Hire Justification

Date: 01/08/18

Applicant Information
Applicant Name: VANESSA STEVENS
Address: 634 11th St. SW
Phone: (605) 350 - 7737
Education: Northern State University (via Huron Community Campus)
Complete 52 credit hours of secondary education on Dec. 14, 2017
Experience: Co-leader of Huron Girls Scout Troop #46282
References: On file . . .

Reason for New Hire
New Position:
Replacement: Title Para for Jill Hins position [emphasis with Math]

Position Information: Title Grant Monies . . .
Department: CORE subjects: Math, ELA, Science & Social Studies
Position: 6th – 8th Para Support with staff & students
Supervisor: Mr. Taplett & Mrs. Willemsen

Responsibilities: Working with teachers to academically support struggling students.
Hours: 35 – 40 / week [7:30 AM – 3:30 PM; w/30 min. lunch @ 7.5 hrs. / day]

Hiring Information
Wages: $13.81
Classification: Class A employee; Step One
Wage Justification: As determined by grant and set by administration
Start Date: ASAP; preferably by Jan. 22, 2018
Requested by: Mr. Taplett (Administrator)
Huron School District
New Hire Justification

Date: January 16, 2018

Applicant Information
Applicant Name: Robert Behlke
Address: Box 949, Huron, SD 57350
Phone: 605-353-6900

Education:

Experience Currently employed by the Huron School District

References: Mike Taplett, Heather Sieh, Rodney Mittelstedt

Reason for New Hire
New Position: Added middle school clubs to TAP

Replacement:

Position Information
Department: TAP
Position: Classroom Leader
Supervisor: Laura Willemsen
Responsibilities: Facilitate after-school middle school club activities

Hours: Chess Club- 1 hour per week through April

Hiring Information
Wages: $17.20/hr (classroom leader)

Classification:
Wage Justification: Pre-determined hourly rate

Start Date: January 16, 2018

Requested by: Sherri Nelson
Huron School District
New Hire Justification

Date: January 16, 2018

Applicant Information
Applicant Name: Truman Savery
Address: Box 949, Huron, SD 57350
Phone: 605-353-6900

Education:
Experience Currently employed by the Huron School District
References: Mike Taplett, Heather Sieh, Rodney Mittelstedt

Reason for New Hire
New Position: Added middle school clubs to TAP
Replacement:

Position Information
Department: TAP
Position: Classroom Leader
Supervisor: Laura Willemsen
Responsibilities: Facilitate after-school middle school club activities
Hours: Balloon Animal Classes- 6-8 hours

Hiring Information
Wages: $17.20/hr (classroom leader)
Classification:
Wage Justification: Pre-determined hourly rate
Start Date: January 16, 2018

Requested by: Sherri Nelson
Huron School District
New Hire Justification

Date: 1-9-18

Applicant Information
Applicant Name: Akina Decker
Address: 40556 206th Str.
Phone: 412-1160
Education: BS in Psychology
Experience: Case Manager at CCS, Daktronics,
References: Carol Hofer, Carol Scheweis, Valere Walton

Reason for New Hire New Position
New Position: Graduation Coach
Replacement:

Position Information
Department: Grant under Title
Position: Graduation Coach
 Supervisor: Peggy Heinz/Kari Hinker
Responsibilities: Working with students on social skills, math, reading
Hours: M-F, 7:30-4

Hiring Information
Wages: $20.21
Classification:
Wage Justification:
Start Date: 1/22/18

Requested by: Peggy Heinz
(Administrator)
January 9, 2018

Terry Rotert  
150 5th Street SW  
Huron, SD 57350  

Dear Terry,

After much prayer, thought, and consideration, I have decided to resign as the Head Competitive Cheer/Assistant Competitive Dance Coach for Huron High School. This is a very bittersweet conclusion for me to come to as I absolutely love coaching these sports. It’s incredibly hard for me to hang my hat up on a program I have put so much time and effort into, but I feel my life’s focus needs to move to fit the needs of my family.

I would like to thank you and the Huron School District for allowing me to be in such a rewarding position for the past 8 years. As a Huron transplant 9 years ago, it wasn’t until I started coaching, that I really felt I had a place in Huron. I feel the Huron School District does a fabulous job of supporting its coaches, and Tiger Nation as a whole is second to none. Eight seasons of coaching and three children later for me, I have simply decided that my kids need more of my time and attention.

Again, thank you so much for the opportunity. I want nothing but the best for the competitive cheer and dance program in Huron.

Sincerely,

Briana Heuston  

[Signature] 1-9-18  

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Fund Total: 46,104.15
Checking Account Total: 46,104.15
To: Board of Education  
   Mr. Terry Nebelsick  
   Mr. Kelly Christopherson  

From: Carol Tompkins  

Re: Summer Nutrition Program  

Date: January 5, 2018  

We request permission to operate a summer nutrition program at the Middle School commons and to begin a summer mobile nutrition program making three stops in three Huron City parks. The mobile sites in Huron City parks would be Splash Central, Winter Park, and Prospect Park.

All sites will serve lunch Monday through Friday from June 4 through August 3 for a total of 45 days.

At any site, lunch would be available to any child 1 to 18 years of age FREE. No paperwork needed, just come and eat at the Middle School or at one of the city parks. Supervision will be provided at all the summer sites during serving time and for 15 minutes after serving time ends.

We request to pay the wages listed below.

**Proposed Wages**  
MS Helpers/Mobile Servers & Supervisors $14.00  
Cook/POS cashier $16.06  
Team Leader $16.61  

We are excited to offer the two programs this summer and hope it allows more children to participate without having to travel to the Middle School site. The Middle School site will offer hot lunch meals while the mobile sites will offer cold lunch meals.

Thank you for your support of our summer nutrition programs.
INTENT TO APPLY FOR GRANT FUNDING  --- Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/8/18  Group Applying:  Contact Person:  

Name of Grant/Award: Spirit Card Funds  
Name of Funder: American Bank & Trust  

Amount to be Requested: $390.29  Funder's Submission Due Date: 1/31/18  

Project Focus: Grow Height Adjustable Stool and Balance Cushions  

How awarded amount received?  Full amount up front  Reimbursement  

Are any follow up reports required?  Yes  No  If yes, when are they due?  

Is any District funding, resource, or in-kind commitment required now or in the future? Yes  No  

If yes, please list by dollar amount and/or in-kind service/support. Be specific:  

Please note:  
  o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.  
  o The person or group applying will need to submit the following documentation to the curriculum and business offices:  
    o A copy of the completed grant application.  
    o If and when the grant is awarded, a copy of the award letter.  
    o If any follow-up reports are required, a copy of the report.  

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.  

Signature:  [Signature]  
Building/Department Administrator  
Date: 1/8/18  

Signature:  [Signature]  
Sherri Nelson, Director of Curriculum, Instruction & Assessment  
Date: 1/11/18  

Signature:  [Signature]  
Kelly Christopherson, Business Manager  
Date: 1/11/2018  

Date Presented to School Board:  

[Signature]
January 11, 2017

Dear Members of the School Board,

It is my wish to begin a club account for the Huron Schools Orchestras. The club would be simply named Huron Tigers Orchestra. Its purpose is to provide a convenient means for students to purchase their own orchestra supplies that I would keep on hand for them such as strings, rosin, shoulder rests, bridges, and any other smaller items, without depleting the supplies and resources of the music department. Students will then be able to avoid the inconvenience and delay of traveling to Sioux Falls or Aberdeen or ordering questionable supplies online.

Thank you for your consideration.

Sincerely,

Mia Kruse
Director of Orchestras, 4-12
Huron Public Schools
Classified Employee of the Month
January 2018

The staff of the Madison 2-3 Center would like to nominate Karen Ford, General Education Para, for the Classified Employee of the Month. Karen is a hard worker and a team player. Below are some of the things Karen’s co-workers wrote about her:

- Karen is a pleasure to work with. She has a pleasant personality and is always ready to help whoever asks. She is good with the kids and has good ideas and resources to help the kids learn. She is a valuable employee, educator and co-worker.
- Karen is an amazing person. She helps everyone who needs help, no matter what job it is. She always makes popcorn for everyone on Fridays, and even does it on Thursday’s if she’s going to be gone Friday! She is a true caretaker of all.
- Karen goes above & beyond her assigned duties. She takes care of so many little things around the building that makes everything run smoothly. She pitches in and helps out without being asked. She is a true asset to Madison school.
- Karen does so much to make Madison school feel connected and that we are all in this together.
- Karen is a constant motion from the time she arrives at 7:30 to supervise the early arrivers until 3:30 or later when the last student is picked up. She willingly prepares materials for teachers and plans SIPPS lessons. Karen is truly a team player and an asset to our school.
- Karen is very dedicated to her job and the children. She is the go-to gal on all the office machines and supplies.
- Karen is kind, considerate and very hard working. She never sits down – always on the go! She always has a smile to greet the students and staff.
- Karen is extremely loyal to the district. She is one of the hardest working people known. She is dedicated to her position.

We all enjoy Karen and are extremely grateful to have her with us at the Madison 2-3 Center. “Thank you” Karen!

Madison 2-3 Center Staff
### Huron School District Academic Calendar 2018-2019 School Year

#### AUGUST 2018 (5)

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### ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL

Quarter will end on date set at grade level:
- End of 1st Semester - January 11 (87 days)
- End of 2nd Semester - May 22 (87 days)

**GRADUATION**
- Sunday, May 19, 2019 2:00 p.m., Huron Arena
- 174 Student Contact Days
- 2 Conference Days
- 4 Teacher In-Service Days
- 5 Teacher Check-out (1/2 day)
- 180.5 Total Teacher Days

### MAKE-UP DAYS FOR SNOW
- May 23, 24, 28, 29, 30, 31

### CONFERENCES:
- K & 1st Gr Center:
- 2nd & 3rd Gr Center:
- 4th & 5th Gr Center:
- Middle School:
- High School:

### Staff Development Early Release Days
- Sep 12
- Oct 3
- Nov 7
- Dec 5
- Jan 16
- Feb 13
- Mar 6
- Apr 3
- May 1
- (Sep 21, May 22 also Early Release)

### Graduation
- Last day of classes
- Teacher Checkout
- Memorial Day
- Early Release
- Athletic Awards Program
- Baccalaureate
- 8th grade promotion
- Graduation

### Dates to Remember
- Registration Night
## Huron School District Academic Calendar
### 2018-2019 School Year

### AUGUST 2018

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### SEPTEMBER 2018 (19)

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### MARCH 2019 (19=45=133)

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### MAY 2019 (21=86=174)

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### ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL
Quarter will end on last day at grade level.
End of 1st Semester – January 18 (88 days)
End of 2nd Semester – May 30 (86 days)

### GRADUATION
Sunday, May 26, 2019 2:00 p.m., Huron Arena

| 174 | Student Contact Days |
| 2  | Conference Days      |
| 4  | Teacher In-Service Days |
| 5  | Teacher Check-out (1/2 day) |
| 189.5 | Total Teacher Days |

### Staff Development) Early Release Days
- Sep 12
- Oct 3
- Nov 7
- Dec 5
- Jan 16
- Feb 13
- Mar 6
- Apr 3
- May 1

### MAKE-UP DAYS FOR SNOW
- May 31, June 3, 4, 5, 6, 7

### CONFERENCES:
- All to be determined by principals after calendar approved
- K & 1st Gr Center:
- 2nd & 3rd Gr Center:
- 4th & 5th Gr Center:
- Middle School:
- High School:

### Registration Night
### Huron School District Academic Calendar 2018-2019 School Year

#### AUGUST 2018 (8)

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#### DECEMBER 2018 (15=84)

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#### APRIL 2019 (20=78=162)

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#### MAY 2019 (12=90=174)

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- 1st: Last day of classes
- 2nd: Teacher Check-out (1/2 day)
- 3rd: Teacher In-Service Days
- 4th: Conference Days
- 5th: Student Contact Days
- 6-12: Graduation

**Elementary/Middle School/High School**

Quarter will end on date set at grade level.
End of 1st Semester - December 21 (84 days)
End of 2nd Semester - May 16 (90 days)

**Make-Up Days for Snow**

May 17, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31...

**Conferences:**

- K & 1st Gr Center:
- 2nd & 3rd Gr Center:
- 4th & 5th Gr Center:
- Middle School:
- High School:

(Registration Night)
Memorandum

Date: January 10, 2018

To: School Board Members
Terry Nebelsick, Superintendent

From: Kelly Christopherson, Business Manager

RE: McKinley Road Construction

The State of South Dakota is planning to reconstruct and widen Hwy 37/Dakota Avenue North that is on the east side of McKinley. This has been in the planning stages for the past couple of years. Bidding on the project now is scheduled for October, 2018 with construction to follow.

Right now there is a row of mature trees in the highway right of way (ROW) between the school and the road. The sidewalk is on the school’s property between the building and the ROW. So the sidewalk is on private property, owned and maintained by the school.

The State has come to us asking for four things.

1. A ROW agreement including a temporary easement, permanent easement, and a warranty deed.

2. A temporary easement granting them room to work on the corner of 7th St. NW and Dakota Avenue North. The space they are asking for is 32 square feet.

3. A permanent easement granting them permanent right to the strip of land the sidewalk is currently on. The sidewalk and the future upkeep of the sidewalk would become their responsibility. The reason for this request is to save the trees in the ROW. The space they are asking for is about 262 feet long and 16 feet wide; and is about 4,169 square feet.
4. A warranty deed conveying them a little bit of property on the corner of 7th St. NW and Dakota Avenue North so that the corner may be made less of a sharp turn. The space they are asking for is 31 square feet.

The State would like the school to agree to all of this for compensation of $1.00. The State says many times local governments will work with them $1.00. If not, they are offering $10,505 for the school to agree to their offer.
RIGHT OF WAY AGREEMENT

Project No. P 0037(128)125 PCN No. 0271 Parcel No. 14
County Beadle

This AGREEMENT for highway right of way with _ without _x control of access entered into by the undersigned, hereinafter referred to as the GRANTOR, and the STATE OF SOUTH DAKOTA acting by and through its Department of Transportation, hereinafter referred to as the STATE, witnesses;

WHEREAS, the STATE contemplates the construction, operation and maintenance of highway facilities on the above described project as provided by Law; and;

WHEREAS, a portion of the highway right of way necessary for the proper completion of such highway is located over and across the real property hereinafter described as:

Lot #1 in a 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4, also described as McKinley School Lot, all in Section 36 - Township 111 North - Range 62 West of the 5th P.M., Beadle County, South Dakota, contains 31 sq. ft., more or less.

NOW, THEREFORE, it is expressly agreed and understood by the parties hereto that:

(1) This AGREEMENT shall remain in full force and effect until such time as the above described real property is no longer needed for highway purposes and is disposed of in accordance with Law; and;

(2) The construction area does _ not _x contain existing fence. If the construction area does contain existing fence, the following conditions apply:

A. The GRANTOR may clear existing fence before it is cleared by the STATE. Any fence existing within the construction easement area will become the property of and will be disposed of by the STATE or the STATE'S agents or assigns if not salvaged by the GRANTOR prior to being cleared by the STATE. The STATE will not be responsible for retention of livestock if the GRANTOR salvages the fence. The STATE'S contractor will provide a temporary fence, where necessary, to retain livestock if the STATE clears the existing fence. Such temporary fence remains the property of and may be removed by the STATE'S contractor.

B. The STATE will _x will not _ replace existing fence removed by the STATE. Any replacement fence will consist of the following type of fence that conforms as nearly as possible to the existing fence:

☐ Permanent type _x fence upon completion of construction;
☐ Temporary type _x fence during construction;
☐ Other permanent specialty fencing to be installed by GRANTOR consisting of: __________. The STATE will pay the GRANTOR a lump sum of __________ representing full compensation for the GRANTOR'S cost of acquiring and installing the fence.

C. Permanent fence, except permanent fence constructed within interstate highway right of way, will become the property of and will be maintained by the GRANTOR. Permanent fence constructed within interstate highway right of way will remain the property of and must be maintained by the STATE.; and;

(3) The easement area does _x does not _ require Type 1A Temporary fence for environmental purposes. The GRANTOR will maintain the Type 1A temporary fence in place for at least three (3) years after completion of project construction and will be responsible for any subsequent removal or replacement of the fence.; and;
(4) The area(s) disturbed by this contemplated construction does □ does not □ contain existing crop at the date of execution of this Agreement. If the construction area does contain crop at the date of execution of this Agreement, the following conditions apply:

A. The STATE will pay for crop damage caused by the STATE within the construction easement area only when such crop has been planted prior to the date the GRANTOR signs this Agreement.

B. The STATE will not pay for damage to perennial grass being used for pasture.

C. The amount of crop damage to be paid by the STATE will be based on the area damaged, percent of damage, average yield on adjoining fields, and market price at the time of harvest less a predetermined harvesting cost. Type and location of crops planted prior to the signing date of this Agreement are:

(5) Conditions relating to temporary easement areas on GRANTOR’S property are contained in a separate Temporary Easement Agreement; and;

(6) The easement area does □ does not □ contain buildings or improvements which are considered to be a part of the real property, such as fixtures, removable building equipment, and trade fixtures. If the easement area does contain such items, the following conditions apply:

A. The GRANTOR is allowed to retain, for their salvage value, the buildings or improvements listed in 6.B. below. The GRANTOR must remove these items from the above described real property by ____________, 20__, unless the STATE grants, in writing, a removal date extension.

B. The GRANTOR agrees items being retained and the salvage value of these items are:

C. The STATE will withhold $__________ from any payments due under this Agreement until the GRANTOR has removed the salvaged items.

(7) The Agreement does □ does not □ contain mutually agreed upon special conditions. If the Agreement contains special conditions, the special conditions are as follows:

The GRANTOR has been advised of the right to an appraisal of GRANTOR’S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is ______________ dollars ($__________).

(8) The GRANTOR relinquishes all of his right of access, light, air and view between the portions of the above described real property where the right of way is designated to have control of access except in those specific locations as may be designated now or in the future by the STATE; and;

(9) The payment provided for under this Agreement includes compensation for any and all damage to or decrease in value of GRANTOR’S remaining property, including severance damages, attributable to the above-referenced project.
(10) The GRANTOR grants possession of the above described real property to the STATE and all foregoing conditions are binding upon the STATE only upon approval of this AGREEMENT by the STATE'S authorized representative and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and;

(11) The GRANTOR understands and agrees that if there are liens, mortgages or other encumbrances against the above-described real property, the holder of such lien, mortgage or encumbrance may be named as co-payee on any payment to be made pursuant to this Agreement.

(12) Upon receipt of possession of the subject property, STATE and/or its agents and contractors shall be entitled to enter upon the property for purposes of inspecting, surveying, flagging and other preliminary activities incident to the construction project. STATE may so enter upon the property for such purposes even though GRANTOR may still be occupying the property by agreement with STATE. In the event GRANTOR continues to occupy the property subsequent to granting STATE possession, STATE and/or its agents or contractors shall not enter upon the property for any purposes without first providing reasonable prior notice to GRANTOR.

NOW, THEREFORE, BE IT AGREED, that total consideration is $__________________, it is understood and agreed will be paid as soon as all required documents and releases are properly signed and received by the STATE and a voucher processed for payment as follows:

- $__________ for land conveyed, temporary easement, improvements and damages
- less $0.00 for retained salvage
- less $0.00 to be withheld until improvements are removed
- less $0.00 to be withheld until keys are delivered and a final inspection is made;

The above and foregoing AGREEMENT is entered into on the ___ day of ____________, 20__, and in the witness whereof the GRANTOR hereunto subscribes by signature. Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

________________________________________

STATE OF ____________
COUNTY OF ____________

On this the ___ day of ____________, 20__, before me, a notary public, personally appeared ____________, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

(SEAL)

Notary Public
My Commission Expires: ____________

The above and foregoing Agreement approved this ___ day of ____________, 20__. Right of Way Authorized Representative
TEMPORARY EASEMENT AGREEMENT

Project No. P 0037(128)125         PCN No. 0271         Parcel No. 14
County Beadle

This Agreement for temporary easement rights is entered into by the undersigned, referred to in this Agreement as the GRANTOR, and the STATE OF SOUTH DAKOTA, acting by and through its Department of Transportation, referred to in this Agreement as the STATE.

BACKGROUND:

1. The STATE contemplates the construction, operation, and maintenance of highway facilities on the above described project as provided for by law; and,

2. A portion of the temporary easement necessary for the proper completion of these highway facilities, as designated by plans on file with the STATE, is located over and across the real property owned by the GRANTOR, and described as follows:

A 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4, also described as McKinley School Lot, all in Section 36 - Township 111 North - Range 62 West of the 5th P.M., Beadle County, South Dakota.
DOTRW-69 (03/2016)

THE STATE AND THE GRANTOR AGREE AS FOLLOWS:

1. The GRANTOR grants to the STATE and the STATE'S agents and assigns a temporary easement to enter upon and to use the designated area for construction activities related to the project including but not limited to detour, cutslope, fillslope, temporary utility facilities, and drainage channel purposes, upon approval of this Agreement, with the understanding this permission for entry will terminate one (1) year after the construction of the project has been completed. The temporary easement area is estimated to be:

   ______ acres/sq. ft. at $12,340 per acre/sq. ft.
   ______ acres/sq. ft. at $________ per acre/sq. ft.
   ______ acres/sq. ft. at $________ per acre/sq. ft.

2. The GRANTOR understands and agrees the STATE may use any additional easement area necessary for the proper completion of the project and will compensate the GRANTOR at the rate stated in paragraph 1 above. The STATE will measure the additional easement area and will pay for the additional easement area separately. The STATE will slope and grade the easement area used as smooth as practicable and will leave the easement area in a neat and workmanlike manner.

3. The easement area does □ does not □ contain existing fence. If the easement area does contain existing fence, the following conditions apply:

   A. The GRANTOR may clear existing fence before it is cleared by the STATE. Any fence existing within the temporary easement area will become the property of and will be disposed of by the STATE or the STATE'S agents or assigns if not salvaged by the GRANTOR prior to being cleared by the STATE. The STATE will not be responsible for retention of livestock if the GRANTOR salvages the fence. The STATE'S contractor will provide a temporary fence, where necessary, to retain livestock if the STATE clears the existing fence. Such temporary fence remains the property of and may be removed by the STATE'S contractor.

   B. The STATE will □ will not □ replace existing fence removed by the STATE. Any replacement fence will consist of the following type of fence that conforms as nearly as possible to the existing fence:

      □ Permanent type _____ fence upon completion of construction;
      □ Temporary type _____ fence during construction;
      □ Other permanent ______ specialty fencing to be installed by GRANTOR consisting of: ___________________________. The STATE will pay the GRANTOR a lump sum of ________ representing full compensation for the GRANTOR'S cost of acquiring and installing the fence.

   C. Permanent fence, except permanent fence constructed within interstate highway right of way, will become the property of and will be maintained by the GRANTOR. Permanent fence constructed within interstate highway right of way will remain the property of and must be maintained by the STATE.

4. The easement area does □ does not □ require Type 1A Temporary fence for environmental purposes. The GRANTOR will maintain the Type 1A temporary fence in place for at least three (3) years after completion of project construction and will be responsible for any subsequent removal or replacement of the fence.
5. The easement area does □ does not □ contain existing crop at the date of execution of this Agreement. If the easement area does contain crop at the date of execution of this Agreement, the following conditions apply:

A. The STATE will pay for crop damage caused by the STATE within the temporary easement area only when such crop has been planted prior to the date the GRANTOR signs this Agreement.

B. The STATE will not pay for damage to perennial grass being used for pasture.

C. The amount of crop damage to be paid by the STATE will be based on the area damaged, percent of damage, average yield on adjoining fields, and market price at the time of harvest less a predetermined harvesting cost. Type and location of crops planted prior to the signing date of this Agreement are:

6. The easement area does □ does not □ contain buildings or improvements which are considered to be a part of the real property, such as fixtures, removable building equipment, and trade fixtures. If the easement area does contain such items, the following conditions apply:

A. The GRANTOR is allowed to retain, for their salvage value, the buildings or improvements listed in 6.B. below. The GRANTOR must remove these items from the above described real property by ________________, 20__, unless the STATE grants, in writing, a removal date extension.

B. The GRANTOR agrees items being retained and the salvage value of these items are:

C. The STATE will withhold $__________ from any payments due under this Agreement until the GRANTOR has removed the salvaged items.

7. The Agreement does □ does not □ contain mutually agreed upon special conditions. If the Agreement contains special conditions, the special conditions are as follows:

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is $__________ dollars ($__________). *The Payment for the Temporary Easement is included on the Right of Way Agreement.*

8. Neither the GRANTOR nor any of the GRANTOR’S successors in interest will interfere with or disturb any temporary facility constructed within the temporary easement area prior to project completion without the STATE’S written approval.

Page 3 of 5
9. All foregoing conditions are binding upon the STATE only upon approval of this Agreement by the STATE'S authorized representative. If approval is not obtained, this Agreement is null and void and of no force or effect.

10. The STATE will pay the GRANTOR total consideration in the amount of $________ as full and final compensation for the temporary easement area, improvements, damages, costs, interest, fees, and any other claims or causes of action resulting from the acquisition and use of the temporary easement area. The STATE will make this payment upon receipt of all properly executed documents and releases and completion of State of South Dakota voucher clearance requirements.

11. Each party represents that it has voluntarily signed this Agreement as its own free act and is not acting under any coercion or duress.

12. Each party represents that no representations, promises, agreements, stipulations, or statements have been made by any representatives of the other party to induce a settlement beyond those contained in this Agreement.

13. The STATE may unilaterally terminate this Agreement upon fulfillment of the STATE'S obligations.

14. This Agreement is entered into on this _____ day of ________, 20__. 

The GRANTOR acknowledges the receipt of an identical copy of this Agreement.

GRANTOR(S):

Sign: ____________________________  Sign: ____________________________
Printed Name: ____________________________  Printed Name: ____________________________
Date: ____________________________  Date: ____________________________

Sign: ____________________________  Sign: ____________________________
Printed Name: ____________________________  Printed Name: ____________________________
Date: ____________________________  Date: ____________________________

ACKNOWLEDGMENT FOLLOWS
ACKNOWLEDGMENT

State of ___________________ )
County of ___________________ )

On this the _____ day of ________________, 20____, before me, ____________________________, a Notary Public within and for said County and State, has personally appeared ____________________________

known to me or satisfactorily proven to be the person(s) described in and who executed the within instrument and acknowledged to me that he/she/they executed the same for the purpose and the capacity therein contained.

In witness whereof I hereunto set my hand and official seal.

______________________________

(NOTARY SEAL) NOTARY PUBLIC

My Commission Expires: ____________________

The above and foregoing Easement is approved on ________________, 20____.

By: ________________________________

Right of Way Authorized Representative
PERMANENT EASEMENT

Project No.  P 0037(128)125   PCN No.   0271   Parcel No.   14A
County   Beadle

KNOW ALL PERSONS BY THESE PRESENTS:

The [Municipal Independent School District of 5th St. S.W., Huron, SD 57350], for and in consideration of the sum of $X and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents GRANTS AND CONVEYS unto the State of South Dakota, through its Department of Transportation, the permanent right to install, repair, maintain, alter, and operate a Street/Highway, or its signage, lighting, signaling, or other related devices necessary to operate a Street/Highway upon a parcel of land described as:

A 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4, also described as McKinley School Lot, all in Section 36 - Township 111 North - Range 62 West of the 5th P.M., Beadle County, South Dakota, as shown on the attached Exhibit A, contains 0.10 acre (4169 sq. ft.), more or less.

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is $X.

Grantor will not construct, install, or place (temporary or otherwise), any item of personal property within the described permanent easement area without the express written authorization of the State of South Dakota through its Department of Transportation.

Grantor further agrees that the Grantee will have the right of ingress to and egress from the above described easement area for the purpose of maintaining, repairing, and keeping the Street/Highway, or its related devices, in usable condition at all reasonable times.
This Easement, which runs with the land, is given for highway purposes, with full reversionary rights.

ACKNOWLEDGMENT

STATE OF South Dakota

COUNTY OF

On this the ___ day of __________, 20 __, before me, a notary public, personally appeared ____________________, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: ____________

The above and foregoing Agreement approved this ___ day of __________, 20 __.

Right of Way Authorized Representative
WARRANTY DEED

Project No. F 0037(128)125  PCN No. 0271  Parcel No. 14  
County Beadle  

Huron Independent School District  
150 5th Street Southwest, Huron, SD 57350  

Grantor, of Beadle County, State of South Dakota, for and in consideration of One dollar and other valuable considerations GRANTS, CONVEYS AND WARRANTS to South Dakota Department of Transportation, Grantee, of 700 E. Broadway Avenue, Pierre, Hughes County, South Dakota 57501-2586, the following described real estate in the County of Beadle in the State of South Dakota:  

Lot H1 in a 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4, also described as McKinley School Lot, all in Section 36 - Township 111 North - Range 62 West of the 5th P.M., Beadle County, South Dakota.  

Said Lot H1 contains 31 sq. ft., more or less.
Dated this ___ day of __________, 20__.

__________________________________________

__________________________________________

__________________________________________

ACKNOWLEDGMENT

STATE OF______________________________}

COUNTY OF______________________________}

SS

On this the___ day of __________, 20__, before me, a notary public, personally appeared ______________________, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: ____________________
OFFER AND STATEMENT OF COMPENSATION

Name  Huron Independent School District  Project No.  P 0037(128)125
Address  150 5th Street SW  PCN No.  14, 14A
           Huron, SD  57350  County  Beadle

The State of South Dakota, acting by and through its Department of Transportation, has determined it necessary to acquire the following described real property for highway purposes including any leasehold interests and improvements:

Lot H1 in a 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4, also described as McKinley School Lot, all in Section 36 - Township 111 North - Range 62 West of the 5th P.M., Beadle County, South Dakota, contains 31 sq. ft., more or less.

A 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4, also described as McKinley School Lot, all in Section 36 - Township 111 North - Range 62 West of the 5th P.M., Beadle County, South Dakota, as shown on the attached Exhibit A, contains 0.10 acre (4169 sq. ft.), more or less.

Also temporary easement in a 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4, also described as McKinley School Lot, all in Section 36 - Township 111 North - Range 62 West of the 5th P.M., Beadle County, South Dakota.

We are purchasing with ___ without X__ control of access and are hereby authorized to offer you the following:

DIVISION OF PAYMENTS

Amount for taking

31 acres/sq. ft. at $ 2.50 per acre/sq. ft. = $ 77.50

___ acres/sq. ft. at $ ___ per acre/sq. ft. = $ ___

___ acres/sq. ft. at $ ___ per acre/sq. ft. = $ ___

___ acres/sq. ft. at $ ___ per acre/sq. ft. = $ ___

Amount of temporary easement / Permanent Easement

RE 32 acres/sq. ft. at $ 1.380 per acre/sq. ft. = $ 4.42

RE 4169 acres/sq. ft. at $ 2.50 per acre/sq. ft. = $ 10,422.50

___ acres/sq. ft. at $ ___ per acre/sq. ft. = $ ___

___ acres/sq. ft. at $ ___ per acre/sq. ft. = $ ___

Amount for improvements in the taking

= $ ___

= $ ___

Amount for damages

= $ ___

= $ ___

TOTAL = $ 10,504.42
Rounded = $ 10,505.00
If you wish to retain, for their salvage value, any of your buildings or improvements which are considered to be a part of the real property, including fixtures, removable building equipment and any trade fixtures, you may do so provided any such retained buildings and/or improvements are removed from the above described real property and related temporary easement areas by the ___ day of __________, 20___ unless a removal date extension is granted in writing by an authorized representative of the South Dakota Department of Transportation.

(a) Items which are considered property of the owner that may be retained and their salvage value are:

(b) Items which are considered property of the tenant or lessee that may be retained and their salvage value are:

The following are separately held interests of the owner or tenant/lessee, which are within the limits of the above described real property and related temporary easement, that are not being acquired:

Information in regard to how your property was appraised, how it is to be acquired, your various rights in case you feel you are unable to accept the State's offer, and any incidental payments you may be entitled to are contained in the "Better Roads Brochure" which the Agent will deliver to you with this offer. The Agent will also explain the procedures used and answer any questions you may have in connection with the acquisition of your property for highway purposes.

THIS IS A WRITTEN OFFER AND STATEMENT OF JUST COMPENSATION. SIGNATURE BY THE OWNER DOES NOT BIND NOR REQUIRE HIM/HER TO ACCEPT THE COMPENSATION SHOWN IF (S)HE DOES NOT CHOOSE TO, IT ONLY INDICATES THAT (S)HE RECEIVED THE INFORMATION CONTAINED HEREBIN.

I CERTIFY THAT, on this ___ day of __________________, 20___, a copy of this Document and a copy of the "Better Roads Brochure" was delivered to me by the undersigned Agent.

Signature of Owner

I CERTIFY THAT, on this ___ day of __________________, 20___, a copy of this Document and a copy of the "Better Roads Brochure" was delivered by me to the above named landowner and that (s)he refused to sign this Document.

Signature of Agent
EXHIBIT A

Showing a permanent easement to be acquired for pedestrian access route in
A 262.16 foot by 262.16 foot Tract in the Southeast corner of the NE1/4 SE1/4,
also described as McKinley School Lot, all in Section 36-Township 111 North - Range 62 West of the 5th P.M.
for construction of Project P 0037(128)125
BEADLE COUNTY, SOUTH DAKOTA
Not to Scale

McKINLEY SCHOOL PARK ADDITION
Lot 1B

Permanent Easement containing 0.10 ac
4169 sq ft, more or less

McKINLEY SCHOOL LOT
NE1/4 SE1/4

Length
L1  9.00
L2  262±
L3  16.00
L4  254±
L5  11±

HURON
7th Street NW

8th Street NE

Lot 14
Lot 13
FOURTH ASHLAND PARK ADDITION
Lot 12
BLOCK 1
Lot 11
Lot 10
Lot 9

Drawn By  Crystal L. Stonesifer  Date  01/19/2017
Checked By  Jon Nelson  Date  01/19/2017