

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting - March 24, 2008 - 5:30 PM
District Administration Building
210 County Rd. 101, N, Plymouth, MN

AGENDA

- | | |
|---|----|
| 1. CALL TO ORDER - Board Chair Moroz | 3 |
| 2. APPROVAL OF BUS GARAGE LEASE | 4 |
| 3. BID AWARD: OAKWOOD ELEMENTARY CLASSROOM ADDITION | 24 |
| 4. APPROVAL OF NEW HIGH SCHOOL PRINCIPAL | 25 |
| 5. ADJOURN | 26 |

The Special Board Meeting will immediately be followed by a Closed Board Meeting POSTED: 032008

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

MISSION

Our Core Purpose:

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever-changing global society.

VISION

What We Intend to Create and Experience:

The vision of Wayzata Public Schools is to be a model of excellence where all students discover their unique talents, develop a love and tenacity for learning and demonstrate confidence and capacity for success through:

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student—no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment where all are valued for who they are and the contributions they make.

Community Trust, Confidence and Partnership:

- Comprehensive learning opportunities meeting diverse learner needs and community aspirations;
- Committed to being the first choice for students and families;
- Maintaining the highest levels of satisfaction and pride by staff, parents and community.

Operational Excellence:

- Attraction, development and retention of exemplary, creative and engaged employees;
- Accountability by all staff for individual and collective performance;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – March 24, 2008

AGENDA SECTION: 1. CALL TO ORDER/ROLL CALL

ITEM: _____

COMMENTS BY: Board Chair Moroz

Susan Droegemueller, Board Clerk, will call the roll:

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Susan J. Droegemueller	_____	_____
Ms. Patricia L. Gleason	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. Gary W. Landis	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Mr. Robert J. Ostlund, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – March 24, 2008

AGENDA SECTION: 2. APPROVAL OF BUS GARAGE LEASE

COMMENTS BY: Mr. Hopeman, Jr.

For years the District's regular transportation contractors have served the District from a bus garage at 15625 – 32nd Avenue, Plymouth, MN. Currently, the garage is leased by First Group (aka First Student) from the owner, Hanus Enterprises. (The Hanus family at one time owned and operated buses also, but sold out to a predecessor of First Group.) Wayzata Public Schools is the only District served by this garage.

Within the past year or two, First Student merged with LaidLaw, another large bus contractor corporation, to form First Group. Their merger was challenged on anti-trust grounds by at least 13 state attorneys general. A settlement agreement was reached that allowed the merger to occur, but stipulated various remedies in various locations across the nation to counter the anti-competitive effects of the merger. In Minnesota one of the remedies was to require First Group to relinquish the lease on the Plymouth facility, and assign the lease to the school district at no additional cost to the District.

The rationale underlying this remedy is that the District will be able to attract more bidders and will receive more competitive bids if the District controls the bus garage. Taking on a new school district contract is a large undertaking for a bus contractor, requiring that they secure a location, as well as obtain buses, hire and train drivers and mechanics, and complete many other tasks. If the location is provided by the district, the undertaking is considerably simplified.

First Group's lease agreement with Hanus Enterprises is (we believe) currently a month-to-month lease, which means the landlord can give notice and terminate the lease. The Administration, with the aid of counsel, has negotiated the attached lease with Hanus enterprises to replace the existing lease. As a precaution, the District may also need to request that First Group assign the existing lease to the District. Therefore, the recommended action below also requests authority to request assignment of the existing lease. If that occurs, the assigned lease will be amended into substantially the same form as the attached lease. Assignment of a second lease for employee parking only will also be requested.

The proposed lease provides for rent at the rate of \$7,500 per month, to be adjusted annually by the consumer price index. All repairs and maintenance will be the responsibility of the District (which responsibility we would pass on to our subtenant.) All capital improvements will be the responsibility of the District, but improvements costing more than \$20,000 will be paid for by the landlord, with the cost added to rent and amortized over the lifetime of the improvements.

The term of the lease is eight years, renewable for three subsequent eight-year terms. Transportation contracts are typically for 2 years, and renewed for 2 subsequent years, so the lease renewal will coincide with the transportation contract cycle.

RECOMMENDED ACTION: Approve the attached lease with Hanus Enterprises for the bus garage at 15625-32nd Avenue, Plymouth, MN; authorize the clerk to execute the document; and authorize the Administration to obtain an assignment of the existing leases from First Group for the bus garage and associated parking lot.

Motion by: _____ Yes _____ Passed _____
Second by: _____ No _____ Failed _____
Abstentions _____

**MAINTENANCE FACILITY LEASE AGREEMENT
PLYMOUTH, MINNESOTA**

THIS LEASE AGREEMENT ("Lease"), dated as of the ___ th day of _____, 2008, is entered into by and between HANUS ENTERPRISES, LLP, a Minnesota general partnership ("Landlord") and INDEPENDENT SCHOOL DISTRICT NO. 284, an independent school district under the laws of the State of Minnesota ("Tenant").

The obligations of Landlord and Tenant under the following Lease are subject to and conditioned upon the termination of that certain existing lease with Ryder Student Transportation Services, now known as First Student, Inc. dated October 15, 1997 for the Premises described herein (the "First Student Lease"). Landlord represents and warrants that the First Student Lease will expire on July 31, 2008, and that Landlord has the legal authority to lease the Premises described below to Tenant effective as of August 1, 2008.

Subject to the termination of the First Student Lease, and subject to the following terms and conditions, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises located at 15625 32nd Avenue, Plymouth, Minnesota 55447, being more particularly described on Exhibit A attached hereto and incorporated herein, together with all improvements, fixtures, and appurtenances belonging to or pertaining to the demised premises along with ingress and egress to all adjacent highways, roads, streets, and lanes, either public or private (collectively the "Premises").

1. TERM.

This Lease shall be for an initial term of eight (8) years, commencing on August 1, 2008 ("Commencement Date") and terminating on July 31, 2016 (the "Initial Term"), subject to Tenant's rights to renew the Lease pursuant to Section 18 herein. If the First Student Lease is terminated, and the tenant vacates the Premises, as of a date earlier than August 1, 2008, Tenant shall have the right to early occupancy of the Premises, for set-up purposes as of July 1, 2008 ("Early Occupancy Date"), under the same terms and conditions of this Lease, including the obligation to pay Base Rent or Operating Expenses during such early occupancy period until the Commencement Date. Notwithstanding anything in this Lease to the contrary, if Landlord for any reason whatsoever cannot deliver possession of the Premises to the Tenant on the Early Occupancy Date, the Lease shall not be void or voidable, nor shall Landlord be liable for any loss or damage resulting therefrom.

2. RENT. Tenant agrees to pay to Landlord during the first-year of the Initial Term annual rent ("Rent") in the sum of \$7,500.00 per month subject to the CPI adjustment adjusted for any Consumer Price Index change calculated pursuant to the language below. The Rent shall be due and payable in equal monthly installments payable in advance on the first day of each month. Rent for partial months shall be pro rated based upon the number of days of the month which are within the term of the Lease. Commencing on August 1, 2009 and on each successive August 1st (each such anniversary called "Adjustment Date") during the Initial Term and any Extension Term of this Lease, the annual rental due and payable from Tenant shall be adjusted by increasing the annual rental which was due for the immediately preceding twelve month period by the percentage increase, if any, in the Consumer Price Index for all items, U.S. city average (1982-84 equals 100) published by the Bureau of Labor Statistic of the United States Department of Labor for the immediately preceding 12 month period from September 1 through August 31. Landlord shall provide Tenant with written notice of the increased annual rent (together with a statement of how such increase was calculated) as soon as is possible after the Adjustment Date as specified above and thereafter the increased annual rental shall be due and payable from Tenant in equal monthly installments in the same manner as provided above. Tenant shall not be required to pay a security deposit to Landlord. Any additional amounts owed hereunder by Tenant shall be considered "Rent." All Rent owed under this Lease shall be paid without abatement, offset or deduction, unless expressly provided herein.

3. USE OF PREMISES. The Premises maybe used and occupied for the purpose of operating a bus transportation company, including the leasing, washing, maintenance, parking and fueling of buses ("Intended Use")

or for any other legal purpose. Landlord warrants that there are no zoning restrictions or other governmental ordinances of any type whatsoever that will prevent or interfere with the Intended Use.

4. CONDITION OF PREMISES.

A. On or before April 1, 2008, Tenant may make, at its expense, two separate inspections of the Premises. One such inspection shall be made by an independent consultant for identifying structural and repair issues. The second inspection shall be a phase one environmental audit by an independent consultant and if recommended by such environmental consultant, a phase two environmental audit. If any such inspection identifies issues which costs less than \$5,000 to remedy, Landlord shall remedy the issue as soon as possible. If the identified issues cost more than \$5,000 to cure, the parties hereto shall negotiate how to allocate such additional cost and responsibility to remedy such issues. If the parties do not enter into a mutually satisfactory resolution of such issues on or before April 30, 2008, or in the case of issues arising out of a Phase II audit, on or before June 27, 2008 (the "Contingency Date"), Tenant may terminate the Lease at any time by written notice to Landlord given on or before such date.

Tenant shall indemnify and hold Landlord harmless from and against any liability arising from or related to the inspections and assessments performed by Tenant or its agents or employees pursuant to this Section 4.A, provided that Tenant shall not be liable for any pre-existing violation of any statute, ordinance, law or regulation..

B. Subject to Section 4.A., Tenant hereby (i) accepts the condition of the Premises on an "as is" basis and (ii) acknowledges that the Landlord has made no representations or warranties to Tenant concerning the condition of the Premises, environmental or otherwise, other than as otherwise set forth in this Lease.

C. Tenant shall use reasonable efforts to obtain any permits, licenses, approvals, permissions, or other governmental authorizations (collectively the "Authorizations") required for Tenant's Intended Use of the Premises. Tenant's acceptance of the Premises and of this Lease is hereby made conditional upon receipt of all such Authorizations materially required for Tenant's Intended Use. In the event that Tenant is unable to obtain all such Authorizations on or before the Contingency Date, or that zoning restrictions, governmental ordinances and existence of condemnation proceedings are not as warranted, Tenant shall have the option to terminate this Lease by written notice to Landlord given on or before such date.

5. TENANT'S MAINTENANCE. Tenant shall, at its own expense, maintain the interior and exterior of the Premises in the same condition as when received, ordinary wear and tear, natural deterioration and casualty damage excepted. Tenant will be responsible for all general maintenance and repair costs associated with Tenant's use of the Premises, and for repairs to or replacement of the roof, foundation, structural frame, walls, fuel and other storage tanks (including pumps and associated piping and appurtenances), mechanical systems (including, but not limited to, the heating, air conditioning, electrical, plumbing, and sanitary sewer), parking lot, driveways and curb cuts. Tenant shall be responsible for general housekeeping, snow removal and cutting the grass as necessary. Notwithstanding the foregoing, Landlord shall pay the cost of any necessary repair or replacement of the currently existing improvements on the Premises which is individually in excess of \$20,000, and which is characterized as a depreciable capital improvement under generally accepted accounting principles. Tenant shall repay such cost of any such improvement, with interest the rate of seven percent (7%) per annum as additional rent hereunder in monthly installments equal to the total cost of such improvement divided by the useful life of such improvements, measured in months. If the parties cannot agree on the useful life of the capital improvement, the parties shall appoint a disinterested third party expert mutually acceptable to the parties to determine the useful life in accordance with industry standards. The determination of such third party shall be binding upon the parties.

6. LANDLORD'S MAINTENANCE. INTENTIONALLY OMITTED.

7. COMPLIANCE WITH LAWS. Landlord shall promptly execute and comply with all present and future laws, statutes, ordinances, orders, codes, permits, rules and regulations of all federal, state, and local governments, departments, commissions, agencies and boards ("Laws") regarding the maintenance, repair, safety, or alteration of the Premises and any and all environmental compliance required in connection with the use and occupancy of the Premises, subject to Section 24 hereof which shall govern the parties' respective liabilities with respect to the environmental condition of the Property, . Landlord's obligation shall include performing or arranging for the

performance of any and all inspections, tests, audits, or monitoring required for compliance with any Laws. Landlord further warrants that the Premises are in compliance with all Laws and that there are no pending condemnation proceedings which will affect Tenant's use and enjoyment of the Premises.

8. ALTERATIONS AND IMPROVEMENTS. At the commencement of the Term, Tenant may at its expense make such alterations, additions and improvements deemed desirable by Tenant to better adapt the Premises for the Intended Use. All other material alterations, additions or improvements requested in writing by Tenant shall be made at Tenant's expense, and only with the consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Such alterations, additions or improvements and all equipment, trade fixtures and furniture shall be and remain the property of the Tenant, and Tenant may elect to remove them at any time during the term of this Lease or any extensions thereof. In the event that Tenant does not remove such alterations, additions or improvements at the final expiration of the Lease, they shall become the property of the Landlord. At the expiration of the Lease, Tenant shall deliver the Premises to the Landlord in as good order and condition as at the commencement of the term of this Lease, ordinary wear and tear, natural deterioration and casualty damage excepted. Any damage caused by the removal of Tenant's alterations, additions, improvements or trade fixtures at the expiration of the Lease term shall be repaired at Tenant's expense; provided, however, that Landlord may direct Tenant to remove such additions and improvements at Tenant's expense at the expiration of the Lease.

9. ASSIGNMENT AND SUBLETTING.

A. Landlord authorizes Tenant to sublease the Premises to whatever company ("Subtenant") Tenant selects to enter into a transportation contract to provide school bus services to Tenant. Tenant shall provide Landlord the Subtenant's contact information and financial statements and a copy of the executed sublease. Notwithstanding any such sublease, Tenant shall remain liable for the obligations of the tenant contained herein.

B. Tenant may assign this Lease to a third party ("Assignee") with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any such assignment document shall contain language requiring the Assignee to assume all of Tenants obligations, duties, and liabilities under this Lease. A Subtenant or Assignee may without Landlord's consent, (i) assign this Lease or the sublease of the Premises to (A) a corporation with which Subtenant or Assignee may merge or consolidate, to (B) Subtenant's or Assignee's parent or any subsidiary of Subtenant or any corporation under common control with Subtenant. In either event, Tenant and Subtenant or Assignee shall remain responsible to Landlord for the performance of all tenant obligations hereunder.

10. INSURANCE.

A. Tenant shall, at Tenant's sole cost and expense, maintain a policy of commercial general liability and property damage insurance for the Premises, in the amount of Two Million Dollars (\$2,000,000) combined single limit or shall cause any Subtenant or Assignee to maintain such insurance. Such insurance shall be placed with a company or companies qualified to do business in the state of Minnesota. Subtenant may provide such coverage under any blanket policy of Subtenant or its parent corporation. Upon request, Tenant or Subtenant shall provide a certificate of insurance evidencing the required coverage, and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to Landlord. Tenant shall cause Subtenant or anyone to also maintain insurance coverage on all of its personal property. Landlord shall be named as an additional insured under such policy.

B. Tenant shall provide and maintain, at its sole cost and expense, a policy or policies of insurance covering loss or damage to the Premises on an "All Risk" basis including earthquake and flood coverage, if appropriate, in the amount of the full replacement value of the Premises and all other improvements now or at any time hereafter constituting a part of the Premises. Tenant shall provide a certificate of insurance evidencing the required coverage, with Landlord named as insured, and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to Landlord.

C. Tenant and Landlord each waives, for itself and its insurers, all rights of recovery against the other for loss of or damage to property (including, without limitation, loss or damage arising out of the negligence of the other party), to the extent that such loss or damage is insured. The parties shall notify their respective insurance carriers of the foregoing mutual waiver of subrogation. Tenant shall cause any Subtenant to waive subrogation by inclusion of the above waiver of subrogation clause in the sublease.

D. The insurance policy of any Subtenant or anyone shall be primary as compared to insurance by Tenant or Landlord.

E. Nothing herein shall constitute a waiver by Tenant of any statutory limitations on Tenant's liability beyond the limits of insurance coverage provided pursuant to this Lease.

11. INDEMNIFICATION.

A. Notwithstanding Tenant's obligation to provide and maintain insurance, Tenant shall defend, indemnify and hold harmless Landlord, and its directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including, without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Tenant) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of Tenant's use or occupancy of the Premises including, without limitation (i) acts or omissions of Tenant or its agents or employees or (ii) the breach of any covenant, representation or warranty of Tenant contained in this Lease. Nothing in this indemnity shall require Tenant to indemnify Landlord from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Landlord, its agents, employees or contractors.

B. Landlord shall defend, indemnify and hold harmless Tenant and its directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Landlord) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of the following: (i) acts or omissions of Landlord, or its agents, employees or contractors or (ii) the breach of any covenant, representation or warranty of Landlord contained in this Lease. Nothing in this indemnity shall require Landlord to indemnify Tenant from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Tenant, its agents, employees or contractors.

C. With respect to any matter for which indemnification is claimed by Tenant, Tenant will promptly notify Landlord in writing after Tenant becomes aware of it, and Landlord will promptly defend, contest, settle, compromise, or otherwise protect against any such suit, action, investigation, claim or proceeding at their own cost and expense; except that any delay or failure to so notify Landlord will only relieve Landlord of its obligations hereunder to the extent, if at all, that they are prejudiced by reason of such delay or failure. Tenant will have the right, but not the obligation, to participate, at its own expense, in the defense by counsel of its own choosing; however, Landlord will be entitled to control the defense unless Tenant has relieved Landlord in writing from liability with respect to the particular matter. If Landlord requests that Tenant participate in the defense and if Tenant so elects, at Tenant's option, Landlord will reimburse Tenant for its expenses and the cost of providing assistance at the request of Landlord, including, without limitation, reasonable attorneys' fees and investigation expenses. If Landlord does not timely defend, contest or otherwise protect against any suit, action, investigation, claim or proceeding after receipt of the required notice from Tenant, Tenant will have the right, but not the obligation, to defend, contest or otherwise protect against the same, make any compromise or settlement thereof, and recover the entire cost thereof from Landlord, including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim, proceeding, compromise, or settlement.

D. With respect to any matter for which indemnification is claimed by Landlord, Landlord will promptly notify Tenant in writing after Landlord becomes aware of it, and Tenant will promptly defend, contest, settle, compromise, or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense; except that any delay or failure to so notify Tenant will only relieve Tenant of its obligations hereunder to the extent, if at all, that it is prejudiced by reason of such delay or failure. Landlord will have the right, but not the obligation, to participate, at its own expense, in the defense by counsel of their own choosing; however, Tenant will be entitled to control the defense unless Landlord has relieved Tenant in writing from liability with respect to the particular matter. If Tenant requests that Landlord participate in the defense and if Landlord so elects, at Landlord's option, Tenant will reimburse Landlord for its expenses and the cost of providing assistance at the request of Tenant, including, without limitation, reasonable attorneys' fees and investigation expenses. If Tenant does not timely defend, contest or otherwise protect against any suit, action, investigation, claim or proceeding after receipt of the required notice from Landlord, Landlord will have the right, but not the obligation, to defend, contest or otherwise protect against the same, make any compromise or settlement thereof; and recover the entire cost thereof from Tenant, including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim, proceeding, compromise, or settlement.

E. Nothing in this Section 11 shall constitute a waiver by Tenant of any statutory limitations on Tenant's Liability.

F. Tenant shall set forth in any Sublease of the Premises or any Assignment of this Lease that the Subtenant or Assignee shall provide the same indemnification of Landlord, its directors, officers, employees, agents, successors, assigns and affiliates set forth in Section 11A through Section 11E herein. No such indemnification by a Subtenant or Assignee shall abrogate, diminish, limit or otherwise affect any indemnification of Tenant hereunder.

12. DAMAGE AND DESTRUCTION.

A. In the event that the Premises shall be damaged to the extent that they are untenable in part; the rent shall be abated to the extent that the Premises may not be used for Tenant's business. Landlord shall promptly repair and/or rebuild the Premises to substantially the same condition in which they existed prior to such damage.

B. In the event that the Premises shall be totally destroyed or shall be damaged as to be totally untenable, either party may elect, within thirty (30) days of the date of such destruction or damage, to terminate this Lease as of such date of destruction or damage. In the event neither party elects to terminate this Lease, Landlord shall promptly restore the Premises to substantially the same condition in which they existed prior to such destruction or damage and the rent will abate totally during the period of restoration.

C. In the event Landlord does not, within six (6) months of the destruction or damage of the Premises, restore the Premises as required herein, then Tenant shall have the option to terminate this Lease upon written notice to Landlord.

13. CONDEMNATION.

A. Leasehold Award If the whole or part of the Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, or any extension or renewal, or if such authority shall take title to the Premises in lieu of condemnation, Tenant reserves the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for the taking, based upon its ownership of leasehold improvements, interruption of business and moving expenses, without impairing any rights of Landlord for the taking of or injury to the reversion.

B. Partial Taking In the event that a part of the Premises shall be taken or condemned or title be transferred in lieu of condemnation which, in the reasonable judgment of Tenant, is sufficient to render the remaining portion unsuitable for its continued use or occupancy, or in the event that a partial taking shall result in cutting off all reasonable direct access from the Premises to any adjacent public street, highway or road, or which results in the

parking lot area being rendered too small for the safe and easy maneuvering of Tenant's vehicles, then and in any such event, Tenant may at any time either prior to or within a period of sixty (60) days after the date when possession of the Premises shall be required by the condemning authority, elect to terminate this Lease. In the event that Tenant fails to exercise its option to terminate this Lease then this Lease shall continue in effect with respect to the portion of the Premises not taken except that the rent and other charges for which Tenant is responsible hereunder shall be equitably reduced. In the event that Tenant wishes to remain on the Premises, the parties will negotiate in good faith to determine whether Landlord will restore the condemned portion of the Premises.

14. QUIET ENJOYMENT. Landlord represents and warrants that it is the owner of the Premises in fee simple, that the Premises shall not be subject to any other Lease as of the Commencement Date, that Landlord has the full right to execute and perform this Lease and to grant the demised estate and no joinder or approval of another person is required. No liens, restrictions, or encumbrances prevent the Intended Use of the Premises. Tenant, upon payment of the rent and performance of the terms required to be performed by it, shall peacefully and quietly have, hold and enjoy the Premises during the full term of this Lease and any extensions or renewals.

15. MORTGAGING OF LANDLORD'S ESTATE. If there is any existing encumbrance on the Premises, or any part thereof, or on a larger parcel of property of which the Premises forms a part, Landlord hereby agrees to use its reasonable efforts (excluding payment of money or additional expenses) to provide Tenant with a valid non-disturbance agreement from the lender and/or lien holder in a form reasonably acceptable to Tenant. In the event Landlord creates any new encumbrance against its estate in the Premises, and at the request of Landlord, Tenant will execute a reasonable subordination and attornment agreement which does not act to deprive Tenant of material benefits under this Lease upon the condition that Landlord's lender and lienholder provides Tenant with a non-disturbance agreement in form and substance reasonably acceptable to Tenant.

16. PROPERTY TAXES. Tenant agrees to pay, before they become delinquent, all real estate taxes and installments of special assessments lawfully levied or assessed against the Premises and due and payable in any year during the term hereon, subject to Landlord providing timely notice of such assessments and copies of any tax bills to Tenant. Tenant will provide Landlord with evidence of payment of such real estate taxes. For partial calendar years occurring during the Lease term, such obligation shall be prorated based on the number of days in the Lease term which are in such calendar year. For example if the number of days in the Lease term are 182 and the number of days in such calendar year are 364, Tenant shall pay 50% of such obligations.

17. UTILITIES. Landlord represents and warrants that to the best of its knowledge, the Premises are served by appropriate electric, water, gas, septic tank and/or sewer service. The cost of all utility services, including but not limited to gas, water, sewer, storm water and electricity, shall be paid by Tenant in a timely manner before being delinquent, and without abatement, offset or deduction from its other rent obligations.

18. OPTIONS TO RENEW. Tenant shall have four (4) options to extend the term of this lease ("Options") for additional 8 year terms under the same terms and conditions contained herein provided that either party may elect that the Base Rent shall be adjusted to equal the then current market rate for similar space in the Twin Cities metropolitan area. Tenant may exercise an Option by delivering written notice to Landlord, stating its intent to exercise an Option, not less than six (6) months prior to the expiration of the initial term of this Lease. In the event that Tenant fails to deliver timely notice of its exercise of its Option, Tenant's Option shall be deemed null and void. Landlord shall provide Tenant written notice of Landlord's initial determination of the market rent for the Premises within fifteen (15) days after receipt of Tenant's notice exercising its Option. If Tenant does not agree with Landlord's determination of the market rate, then Tenant shall give written notice to Landlord of Tenant's disagreement with Landlord's initial determination of the market rent for the Premises, which shall include an explanation of the reasons for such disagreement, within ten (10) business days after receipt of Landlord's market rate notice. If Tenant does not notify Landlord of Tenant's disagreement with the market rate within said ten (10) business day period, then the market rate set forth in Landlord's market rate notice described above shall be deemed to be the market rate for purposes of this Section 18.

If Tenant timely delivers notice of its disagreement to Landlord and the parties are unable to agree upon the market rate after good faith negotiations within a period of (30) days after Landlord's receipt of Tenant's disagreement notice (the "Extension Negotiation Period"), then the parties shall choose a neutral individual with at

least ten (10) years commercial brokerage experience that has first hand knowledge and experience in the determination of commercial rental rates in the Twin Cities metropolitan areas ("Expert"), and the Expert shall determine the market rate within thirty (30) days after expiration of the Extension Negotiation Period pursuant to binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association. If the parties cannot mutually agree upon an Expert within ten (10) days after expiration of the Extension Negotiation Period, then each party shall choose an individual having such experience and qualifications, and the two (2) persons selected shall choose a third individual having such experience and qualifications, and the three persons (the "Panel") shall determine the market rate not later than forty-five (45) days after expiration of the Extension Negotiation Period pursuant to binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association, provided, however, that the determination of the Panel shall be made as follows:

- (i) Each member of the Panel will independently determine the market rate and simultaneously disclose to each other his or her separate determination.
- (ii) If the high market rate is less than ten percent (10%) higher than the middle market rate and the low market rate is less than ten percent (10%) lower than the middle market rate, then the average market rate of the three Panel members shall be the market rate.
- (iii) If either the high market rate or the low market rate deviates from the middle market rate by more than ten percent (10%), then the average of the two market rates closest by dollar amount shall be the market rate.
- (iv) The Panel shall promptly notify Landlord and Tenant of the determination of the market rate.

Upon determination of the market rate by the Expert or the Panel, as the case may be, such determination shall be final and binding upon the parties. If for any reason the determination of the market rate has not been made as of the commencement of the extension term, then the Tenant shall nevertheless pay Base Rent at the market rate set out in Landlord's market rate notice pending determination of the market rate pursuant to the mechanism described above. Any rent paid by Tenant at a rate other than the market rate determined by the Expert or the Panel, as the case may be, shall be adjusted retroactively. Any and all fees and expenses charged by the Expert shall be divided equally between Landlord and Tenant, or alternatively, Landlord and Tenant shall each pay any and all fees and expenses incurred in connection with such party's own Panel member and the fees and expenses of the third Panel member shall be divided equally between Landlord and Tenant. It shall be a condition of the exercise of this option to extend that Tenant not be in default of this Lease, beyond any applicable cure period, and that this Lease be in full force and effect.

19. **TERMINATION RIGHTS.** The following termination rights shall apply under this Lease:

A. **Initial Term.** Other than those termination otherwise set forth herein, neither party has any termination rights during the initial eight year term.

B. **Extension Term.** Tenant shall have the right at any time during any Extension Term to terminate this Lease ("Tenant's Additional Termination Right"), without any penalty of any kind or nature, by paying Landlord an amount equal to the present value of the aggregate of both (i) the total monthly rent payments (per Section 2 hereof) and the total projected real estate taxes for the remainder of the Extension Period ("Termination Payment"); provided however, that the Tenant's Termination Payment shall be reduced by the present value of the amount of real estate taxes which are to be paid by any successor tenant of the Premises. Tenant shall, provide Landlord a 180-day notice of its intention to terminate this Lease in accordance with the Tenant's Additional Termination Right and during such 180-day period Landlord will have the right to advertise the sale and/or lease of Premises, including showing prospective buyers or tenants the Premises during reasonable business hours. The present value of Tenant's obligations shall be determined at a discount rate equal to the then current interest rate on 3-month Treasury Bills.

20. **DEFAULT BY TENANT.** If Tenant fails to pay any installment of rent when due, and such failure continues for a period of ten (10) days after Tenant's receipt of written notice from Landlord, or if Tenant fails to

perform any obligation hereunder and such failure continues for a period of sixty (60) days after receipt of written notice from Landlord specifying the nature of the default and demand for performance, then and in any event, and as often as any such event shall occur, Landlord may (a) declare the term ended and enter into the demised Premises or any portion thereof, either with or without process of law, and expel Tenant or any person occupying the Premises, using such force as maybe reasonably necessary to do so, and so to repossess and enjoy the Premises as in Landlord's former estate; or (b) relet the Premises applying the rental from the new tenant to this Lease to Tenant's obligations throughout the balance of its Term; provided, however, that in any event of Tenant's default, Tenant shall remain obligated to pay the balance of all remaining rent for the remainder of the Initial Term or any Extension Term. Notwithstanding the foregoing, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of sixty (60) days from and after the receipt of notice as required above, and Tenant prior to the expiration of sixty (60) days from and after the receipt of notice as required, commences to eliminate the cause of the default, then the Landlord shall not have the right to declare the Tenant in default on account of said cause. Landlord shall make reasonable efforts to mitigate its damages in the event of any such default by Tenant.

21. DEFAULT BY LANDLORD. In the event Landlord fails to perform any of its obligations hereunder, Landlord shall be entitled to a reasonable period of time after notice from Tenant to cure such default not to exceed sixty (60) days unless the default, by its nature, cannot be cured in fewer than sixty (60) days and Landlord, during such sixty (60) day period, commences to cure and diligently pursues such cure to completion. In the event Landlord does not cure its default within the time allowed hereby, Tenant may, at its option, cure Landlord's default and deduct the reasonable cost thereof from the rent and other sums due Landlord hereunder.

22. RIGHT OF FIRST OFFER. In conjunction with the execution of this Agreement, Landlord and Tenant shall execute a Right of First Offer in the form attached hereto as Exhibit B, which shall remain in effect until such time as this Lease expires or is otherwise terminated.

23. INTENTIONALLY OMITTED

24. ENVIRONMENTAL MATTERS.

A. Ownership of Tank. Landlord represents and warrants that, as of the date of this Lease, the underground tank described on Schedule 24 attached hereto is located at the Premises (the "Tank"). Landlord agrees that it is and will remain during the term of this Lease, the owner of the Tank listed on Schedule 24, as the term Owner is defined by environmental laws, subject to the Tenant's maintenance covenants set forth herein.

B. Landlord's Representations. Landlord represents and warrants, to the best of its knowledge, that any use, storage, treatment, or transportation of regulated, hazardous or toxic substances, materials, or wastes, or any other contaminants (collectively "Hazardous Substances"), in, on, under, from or affecting the Premises before the commencement date of this Lease has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord further represents and warrants, to the best of its knowledge, that no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on, under or from the Premises and that the Premises are free of Hazardous Substances as of the date hereof, pursuant to current applicable law.

C. Landlord's Covenants. Landlord covenants and agrees to be responsible for the costs of (i) any upgrades and replacements of the Tank as required by the 1998 upgrading requirements of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992(k) ("RCRA") and (ii) any remedial action and costs, if any, required as a direct result of such upgrades and requirements (collectively "1998 RCRA Upgrading Requirements"). Landlord's upgrades and satisfaction of the 1998 RCRA Upgrading Requirements shall be subject to Tenant's approval which shall not be unreasonably withheld.

D. Tenant's Covenants. Tenant covenants and agrees that it will be solely responsible for the maintenance and compliance of the Premises and all Tanks with all applicable state, federal and other Environmental Laws during the entire term of this Lease (both the Initial and all Extensions), including without limitation, the performance of the following tasks, at its sole cost:

1. to maintain, repair, replace and upgrade and, at Tenant's discretion, replace the Tanks and all fuel related piping and equipment and systems (the "Fueling Facilities"), whenever required to keep the same in compliance with Environmental Laws, except for the Landlord's 1998 RCRA Upgrading Requirements set forth above;
2. to comply with all Environmental Laws related to Tenant's use of Tanks and Fueling Facilities; this obligation includes performing or arranging for the performance of any and all inspections, tests, audits, monitoring, assessment or remediation required for Tenant's compliance with all Environmental Laws except as required by Landlord under Section 24C above;
3. to properly operate the fuel pumps and dispensing unit equipment;
4. to maintain the manual inventory control system for all fuel delivered to the Tanks on a daily basis;
5. to operate leak detection equipment, if any, as required and to notify Landlord and/or the applicable governmental agency in the event of a leak; and
6. to perform fuel island inspections on a daily basis.

E. Landlord's Indemnification. Landlord agrees to indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless the Tenant from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, losses or expenses (including, without limitation, any and all sums paid for settlement of claims and attorneys', consultants' and experts' fees) (collectively "Liabilities"), resulting from or arising in connection with the presence, disposal, release, of any Hazardous Substance in, on, under, from or affecting the Premises as a result of the actions or omissions of the Landlord or others before the date of the Lease. Without limiting the generality of the foregoing, Landlord's indemnity shall apply to any and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Premises, any cleanup, removal or restoration of the Premises required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto or under the Premises; provided, however, that it is established that such Liability resulted from or arose out of an action or omission by the Landlord or others before the Commencement Date of this Lease, Landlord shall in no way be responsible for any such Liabilities which were caused in any way by the acts or omissions of Tenant, its agents, employees or contractors after the date of this Lease.

F. Tenant's Indemnification. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord from any and all Liabilities resulting from or arising in connection with the presence, disposal, release, of any Hazardous Substance in, on, under, from or affecting the Premises as a result of the actions or omissions of the Tenant, its affiliates or others after the date of this Lease. Without limiting the generality of the foregoing, Tenant's indemnity shall apply to any' and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Premises, any cleanup, removal or restoration of the Premises required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal,) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto or under the Premises; provided, however, that it is established that such Liability resulted from or arose out of an action or omission by the Tenant, its affiliates or others after the Commencement Date of this Lease and on or before the Termination Date of the Lease. Tenant shall in no way be responsible for any such Liabilities which were caused in any way by the acts or omissions of Landlord, its agents, employees, tenants or contractors or others before the date of this Lease or by any successor tenant after the termination of this Lease.

G. Parties' Intentions. For the purpose of clarification of parties' intentions and the foregoing covenants and indemnifications, the parties acknowledge and agree that the data of this Lease is to signify a clear line of division between the parties' respective obligations for environmental matters under this Lease. It is the parties' intentions that any Liabilities arising from any acts or omissions occurring before the date of this Lease shall be the

responsibility of the Landlord, and any Liabilities arising from any acts or omissions of Tenant after the date of this Lease shall be the responsibility of the Tenant. The parties' respective indemnification obligations under this Section 24 shall be enforced in accordance with Section 11.

25. NOTICES. All notices required or permitted by this Lease shall be in writing, signed by the party serving the notice, sent to the party at the address shown at the end hereof or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be either deposited, postage prepaid, in the registered or certified United States mail, return receipt requested, or sent prepaid via air courier service and shall be deemed given when actually received at the address shown on the postal or air courier receipt. Notices not given in the manner or within the time limits set forth in this Lease shall be of no effect and may be disregarded by the party to whom they are directed.

26. ENTIRE AGREEMENT. This Lease, including the Exhibits, constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments whether written or oral. No waivers, alterations, or modifications of this Lease or any agreements in connection with it shall be valid unless in writing and duly executed by both Landlord and Tenant.

27. SAVINGS CLAUSE. The form of this Lease is intended for general use in the United States of America and in the event that any of the terms and provisions are in violation of or prohibited by any law, statute or ordinance of the state or city where it is used, such term or provision shall be of no force and effect to the extent of such violation or prohibition without invalidating the terms and provisions of this Lease.

28. ACCEPTANCE OF LEASE.

A. If this Lease is not executed by Landlord and returned to Tenant within twenty (20) days of the date executed by Tenant then, at Tenant's option, Tenant's offer to lease will be deemed revoked and withdrawn.

B. This Lease is contingent upon Tenant obtaining the approval of the Lease from the School Board of Tenant. Tenant will consider approval of the Lease at the first School Board meeting following delivery to Tenant of this Lease fully executed by Landlord. If Tenant fails to obtain approval of the School Board at such meeting either party may terminate this lease by written notice to the other party, made prior to any subsequent approval of the Lease by the School Board.

29. ATTORNEY'S FEES. If either party resorts to legal action to enforce its rights under this Lease, the costs of such legal action, including without limitation, reasonable attorney's fees shall be allocated in accordance with the Purchase Agreement.

30. SUCCESSORS AND ASSIGNS. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

31. GOVERNING LAW. This Lease shall be governed by the internal laws of the state of Minnesota. Any laws regarding conflicts of law which may have the effect of applying another state's laws shall not apply.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives.

HANUS ENTERPRISES, LLP

INDEPENDENT SCHOOL DISTRICT NO.
284

By: _____
Fred Hanus, partner
Date: _____, 2008

By: _____
Title: Chairperson
Date: _____, 2008
TIN: _____

By: _____
Susan Hanus, partner
Date: _____, 2008

By: _____
Valerie Hanus, partner
Date: _____, 2008

By: _____
Florence Dockendorf, partner
Date: _____, 2008

Address for notices:
Hanus Enterprises, LLP
c/o Fred Hanus
15801 West Oaks
Minnetonka, Minnesota 55345-2848

Address for notices:
Director of Finance and Business
Independent School District No. 284
Box 660
210 County Road 101 N.
Wayzata, Minnesota 55391-0660

UNDERGROUND "TANKS"

- One ten thousand gallon underground diesel fuel tank (the "Diesel Tank")

EXHIBIT A
To
Maintenance Facility Lease Agreement

Lot 1, Block 2, Playhouse Industrial Park, Hennepin County Minnesota, inclusive of rights to adjacent vacated roads, if any (Property I.D. 21-118-22-23-0004).

EXHIBIT B

RIGHT OF FIRST OFFER

This Right of First Offer is made as of the ___ day of March, 2008 by and between Hanus Enterprises, LLP, a Minnesota general partnership ("Seller") and Independent School District No. 284, a municipal corporation and subdivision of the State of Minnesota ("Purchaser").

WHEREAS, Seller owns real estate legally described on Exhibit A attached hereto and made a part hereof together with all improvements thereon, all easements, tenements, hereditaments and appurtenances thereto, and all personal property owned by Seller located on and used in conjunction with such real estate (collectively the "Real Estate") which Seller has leased to Purchaser pursuant to a lease (the "Lease") of even date herewith.

WHEREAS, Seller has agreed to provide Purchaser a right of first offer to purchase the Real Estate in consideration of Purchaser leasing the Real Estate from Seller.

NOW, THEREFORE, in consideration of the facts set forth in the recitals and mutual covenants herein contained, the parties agree as follows:

1. Grant of Right of First Offer. Seller hereby grants Purchaser a right of first offer to purchase the Real Estate pursuant to the terms and conditions set forth herein.

2. Terms and Conditions. In the event during the term of the Lease Seller elects to sell the Real Estate, Seller shall deliver written notice to Purchaser (the "Sale Notice") setting forth the terms for which Seller would be willing to sell the Real Estate to Purchaser.

(a) Within fifteen (15) days from receipt of the Sale Notice, Purchaser must deliver written notice to Seller indicating Purchaser's intent to purchase the Real Estate pursuant to such terms and conditions or Purchaser's right of first offer shall be deemed waived, time being of the essence.

(b) Within thirty (30) days from receipt of the Sale Notice, Purchaser must deliver to Seller two (2) copies of a written and executed Purchase Agreement incorporating such terms and conditions set forth in the Sale Notice. The Purchase Agreement may include other reasonable terms and conditions, together with a check for the earnest money. If Purchaser fails to timely deliver such items to Seller, Purchaser's right of first offer to purchase the Real Estate on such terms shall be deemed waived, time being of the essence.

(c) If Purchaser timely delivers such notice and timely delivers such Purchase Agreement and earnest money, Seller shall execute the Purchase Agreement and deliver a copy of the executed Purchase Agreement to Purchaser within seven (7) days of its receipt. If Seller does not agree to any terms contained in the Purchase Agreement which were not included in the Sale Notice, Seller may give written notice to Purchaser that Seller desires such terms and conditions to be amended or deleted within seven (7) days of its receipt. Purchaser shall deliver two (2) executed Purchase Agreements to Seller with such amendments and deletions within

The foregoing instrument was acknowledged before me on this ____ day of March, 2008
by _____ and _____, the _____ and
_____ of Hanus Enterprises, LLP, on behalf of the partnership.

Notary Public

DRAFTED BY:
BRIGGS AND MORGAN, P.A. (JRS)
2200 IDS Tower
80 S. 8th Street
Minneapolis, MN 55402
(612) 977-8400

EXHIBIT A
to
RIGHT OF FIRST OFFER

Lot 1, Block 2, Playhouse Industrial Park, Hennepin County Minnesota, inclusive of rights to adjacent vacated roads, if any (Property I.D. 21-118-22-23-0004).

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – March 24, 2008

AGENDA SECTION: 3. BID AWARD: Oakwood Elementary Classroom Addition

COMMENTS BY: Mr. Hopeman, Jr.

The bid opening for Oakwood Elementary Classroom Addition was held at the Administration Building on Thursday March 13, 2008, at 2:00 P.M. A total of nineteen (19) contractors submitted bids, as follows:

<u>Name of Bidder</u>	<u>Base Bid</u>
Rochon Corporation	\$ 1,033,000
Construction Results Corporation	\$ 1,061,900
KUE Contractors Inc.	\$ 1,079,622
Lund-Martin Construction, Inc.	\$ 1,081,000
Parkos Construction Company, Inc.	\$ 1,082,700
Ebert Construction	\$ 1,085,500
CM Construction Company, Inc.	\$ 1,093,000
J.S. Cates Construction Co., Inc.	\$ 1,100,000
Merrimac Construction Company, Inc.	\$ 1,100,310
McFarland Construction Company	\$ 1,124,800
Frerichs Construction Company	\$ 1,124,960
TDJ Construction, Inc.	\$ 1,129,900
Morcon Construction Co., Inc.	\$ 1,141,000
Doran Construction, Inc.	\$ 1,151,601
PMI Construction Co.	\$ 1,152,900
Maertens-Brenny Construction Co.	\$ 1,187,000
GA Construction, Inc.	\$ 1,188,000
A & L Construction Inc.	\$ 1,218,000
Graham Penn-Co Construction, Inc.	\$ 1,251,900

The project includes the construction of three special education classrooms with restrooms and a small food preparation area and the remodel of an adjacent classroom to house the Home Base program.

It is recommended that Rochon Corporation, the low bidder, be awarded the bid in the amount of \$1,033,000.00. The project came in under bid and will be funded through a combination of lease levy and operating capital dollars.

RECOMMENDED ACTION: Award the Oakwood Elementary Classroom Addition to Rochon Corporation for the bid amount of \$1,033,000.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – March 24, 2008

AGENDA SECTION: 4. APPROVAL OF CONTRACT FOR WAYZATA HIGH SCHOOL PRINCIPAL

COMMENTS BY: Ms. Doughty

Dr. Craig Paul will retire as Wayzata High School Principal as of June 30, 2008. Dr. Paul served the high school and our district for sixteen years. We appreciate his dedication to the students, parents and staff of the high school and wish him the best in his retirement.

I am pleased to announce that Mr. Mike Trewick, currently principal at Wayzata East Middle School, has accepted the position as principal of Wayzata High School. Trewick will assume the position on July 1, 2008.

Prior to serving as East principal, Trewick served as principal of Birchview Elementary School for four years. He has also served as principal in the St. Cloud and Sartell school districts.

He holds an Educational Administrative Specialist Degree, a Master’s Degree in Educational Administration, and a Master’s Degree in physical education from St. Cloud State University.

We welcome Mike as our next Wayzata High School Principal!

RECOMMENDED ACTION: Approve the contract for Wayzata High School Principal, Mike Trewick.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – March 24, 2008

AGENDA SECTION: 5. ADJOURN

ITEM: _____

COMMENTS BY: Board Chair Moroz

If there is no additional business before the School Board, the Chair will call for a motion to adjourn the meeting.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____