

## Business Committee - Regular Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, May 15, 2012

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### 1. Financial Report

Recommendation: It is recommended that the Duluth School Board approve the Financial Report as presented.

- |   |    |
|---|----|
| A. <u>Financial Report</u>  | 7  |
| B. <u>Approval of Payment of Claims</u> <i>(Attached separately as Extra)</i> |    |
| This item is attached as an "extra" on BoardBook.                             |    |
| C. <u>Budget Revisions</u>  | 32 |
| D. <u>Wire Transfers</u>  | 34 |
| E. <u>Investment Transactions</u>   | 36 |
| F. <u>WADM Projections</u>  | 37 |
| G. <u>Fund Raisers</u>  | 38 |
| H. <u>Investments in School Children</u>                                      | 39 |
| I. <u>Food Service Lunch Price Increase</u>                                   | 40 |
| Attached is a memo explaining the increased costs involved with school lunch. |    |

Recommendation: It is recommended that the Duluth School Board approve an increase in the price of school lunches by .10/meal effective for the 2012-13 school year.

### 2. Bids, R.F.P.s and Quotes Reports

- |  |    |
|--|----|
| A. <u>Bids</u>   |    |
| 1) <u>Bid 1220 - General Office Supplies Primary Vendor</u>  | 41 |
| Bids were advertised and sent to seven vendors. Based on bid specifications Northern Business Products should be awarded the contract. |    |

Recommendation: It is recommended that the Duluth School Board approve a contract with Northern Business Products for the period July 1, 2012 - June 30, 2016 with renewals by mutual agreement.

2) PLACEHOLDER - for Bids Related to the LRFP

- |   |    |
|---|----|
| B. <u>R.F.P.s</u>   |    |
| 1) <u>RFP 291 - Student Pictures/ID Cards - District Wide</u>   | 43 |
| Requests for proposals were sent to three known vendors. Based on pricing structures and commission rates Lifetouch complied with or exceed the specifications. |    |

Recommendation: It is recommended that the Duluth School Board approve awarding the contract to Lifetouch for student pictures and Ids for the four year period of July 1, 2012 through June 30, 2016.

2) RFP 290 - Annual Yearbook Denfeld High School "Oracle" 44

Proposals were advertised and sent to four known vendors. Based on award criteria and past experience with the existing vendor the recommendation is to award the contract to Jostens.

Recommendation: It is recommended that the Duluth School Board award a contract to Jostens for the Denfeld High School Yearbook for the four year period of July 1, 2012 through June 30, 2016.

3) RFP 289- Annual Yearbook East High School "Birch Log" 47

Proposals were advertised and sent to four known vendors. Based on award criteria and past experience with the existing vendor the recommendation is to award the contract to Jostens.

Recommendation: It is recommended that the Duluth School Board award a contract to Jostens for the East High School Yearbook for the four year period of July 1, 2012 through June 30, 2016.

4) RFP #270 - Insurance Brokerage and Risk Management Services for Duluth Public Schools Renewal – RJF Agencies

As part of the RFP process in 2009, RJF Agencies, Inc. was selected to provide the insurance brokerage and risk management services for property, liability, auto, and workers' compensation for Duluth Public Schools. These services as the Districts Agent/Broker of Record were for a three-year period ending August 1, 2012.

Recommendation: It is recommended the Duluth School Board authorize the use of RJF Agencies, Inc. for an additional one-year extension to provide the insurance brokerage and risk management services. As compensation for their services, RJF Agencies, Inc. will receive a standard commission from the insurance carrier who ultimately underwrites the District's policies or at the District's option, a negotiated lump sum to be determined before RJF places renewal coverage.

5) PLACEHOLDER – For RFPs Related to the LRFP

C. Quotes

1) Quote #4109 – Annual Inspection and Testing of Fire Alarm Systems 50

Quotes were solicited from seven contractors for the District-wide Annual Inspection and Testing of Fire Alarm Systems. Six quotes were received in response to this request covering the period from July 1, 2012 through June 30, 2013. Northland Fire and Safety, 2215 East 5th Street, Superior, WI submitted the low quote with an estimated value of \$8,140.00

Recommendation: It is recommended the Duluth School Board approve the contract with Northland Fire and Safety to provide annual inspection and testing of fire alarm

systems based on their low quote submitted pursuant to Quote #4109 – Annual Inspection and Testing of Fire Alarm Systems.

2) PLACEHOLDER – For Quotes Related to the LRFP

### 3. Policies and Regulations

#### A. Policies

1) Policy 3187 - Use Policy for Internet Access 53

Attached are proposed revisions to Policy 3187 - Use Policy for Internet Access for the first reading.

Recommendation: It is recommended that the Duluth School Board approve the proposed revisions to Policy 3187 - Use Policy for Internet Access for the first reading.

2) Policy 3136/Regulation 3136 R - Suspension 58

Administration is requesting to suspend Policy 3136 - Travel In District, In State, and Out of State, to allow for the purchase of airfare outside the policy for students attending a Speech Tournament. This allows the purchase under a group discount.

Recommendation: It is recommended that the Duluth School Board suspend Policy 3136 - to allow for the purchase of the airfare.

#### B. Regulations

### 4. Contracts, Change Orders, and Leases

#### A. Contracts

1) PEIP Insurance Renewal 62

Attached is a renewal of the group application for the Minnesota Public Employees Insurance Program for the period 7/1/2012 through 6/30/2013. Please note that the corresponding rates are decreasing by 5%.

Recommendation: It is recommended that the Duluth School Board approve the Group Application for PEIP.

2) City of Duluth- School Resource Officers 64

Attached is a contract with the City of Duluth for School Resource Officers in the amount of \$211,000 per year for the period June 1, 2012 to June 6, 2014.

Recommendation: It is recommended that the Duluth School Board approve the contract noted above with the city of Duluth for School Resource Officers.

#### B. Change Orders

1) Eastern High School (East High School) 74

a. Eastern HS LRFP – Steel Erection

Change Order #14, Bid #1175 (Contract #0510) – Northern Industrial Erectors, Inc.

Change Order increase for additional labor resulting from misfabricated steel and existing site conditions **Add: \$21,590.00**

Recommendation: It is recommended the School Board approve the change order as listed above at Eastern High School (East High School) reflecting a total increase of \$21,590.00

2) **Eastern Middle School (Ordean East Middle School)** **76**

a. Eastern MS LRFP – Structural Steel/Metal Fabrication - Supply  
Change Order #10, Bid #1165, WS #5 – Duluth Steel Fabricators, Inc.  
Change Order increase for added steel for the band room roof and added lintels and columns **Add: \$12,739.00**

b. Eastern MS LRFP – Structural Steel/Metal Fabrication - Supply  
Change Order #11, Bid #1165, WS #5 – Duluth Steel Fabricators, Inc.  
Change Order increase for additional steel for the opening at the abandoned stairs and a deduct for work that is not proceeding **Add: \$910.00**

c. Eastern MS LRFP – Drywall and Plaster  
Change Order #11, Bid #1165, WS #16 – RTL Construction, Inc  
Change Order increase due to duct chase revisions; to provide a lintel; rock, frame and tape furring walls and new walls and ceiling; and fur out the west wall in room 3215 **Add: \$33,654.00**

Recommendation: It is recommended the School Board approve the change orders as listed above at Eastern Middle School (Ordean East Middle School) reflecting a total increase of \$47,303.00.

3) **Laura MacArthur Elementary School** **82**

a. Laura MacArthur School LRFP – Energy Recovery Ventilation Units  
Change Order #2, Bid #1173 – The Trane Company Change Order increase for ERVU storage charges **Add: \$500.00**

Recommendation: It is recommended the School Board approve the change order as listed above at Laura MacArthur School reflecting a total increase of \$500.00.

4) **West (Lincoln Park) Middle School** **84**

a. West Middle School LRFP – Electrical, Communications and Security  
Change Order #9, Bid #1184 – APi Electric  
Change Order increase for the theatrical lighting in the auditorium and sound systems in the auditorium, gymnasium and pool **Add: \$383,264.00**

Recommendation: It is recommended the School Board approve the change order as listed above at West (Lincoln Park) Middle School reflecting a total increase of \$383,264.00.

5) PLACEHOLDER - for Change Orders Related to the LRFP

C. Leases

1) South St. Louis County Soil and Water Conservation District Agreement 86

The new lease agreement with South St. Louis County Soil and Water Conservation District covers the period from July 1, 2012 – June 30, 2017. The annual rate increase for this period will be based on the previous ten-year CPI average for the Minneapolis Metropolitan Area of 2.2%. The total revenue generated during this period will be \$57,822.00. This lease will replace our previous lease agreement, which will expire on June 30, 2012.

Recommendation: It is recommended that the School Board approve entering into a new five-year lease agreement with the South St. Louis County Soil and Water Conservation District.

**5. Resolutions**

A. Resolution B-5-12-3015 - Resolution to Approve the Morgan Park School Closing 100

Recommendation: It is recommended that the Duluth School Board approve Resolution B-5-12-3015 - Resolution to Approve the Morgan Park School Closing.

B. Resolution #B-5-12-3013 - Resolution to Approve the Central High School Land Use Map 105

Recommendation: It is recommended the School Board approve Resolution #B-5-12-3013 - Resolution to Approve the Central High School Land Use Map

C. Resolution #B-5-12-3014 –Resolution to Exchange Land with State of Minnesota for a Permanent Easement at Lincoln Park Middle School 107

Recommendation: It is recommended the School Board approve Resolution #B-5-12-3014 –Resolution to Exchange Land with State of Minnesota for a Permanent Easement at Lincoln Park Middle School

D. Resolution B-5-12-3016 - Resolution Authorizing The Execution And Delivery Of An Amendment To Installment Purchase Contract And A Supplement To Declaration Of Trust And Approving The Issuance, Sale And Delivery Of \$12,801,327 Full Term Capital Appreciation Certificates Of Participation, Series 2012A 111

Recommendation: It is recommended that the Duluth School Board approve Resolution B-5-12-3016 - Resolution Authorizing The Execution And Delivery Of An Amendment To Installment Purchase Contract And A Supplement To Declaration Of Trust And Approving The Issuance, Sale And Delivery Of \$12,801,327 Full Term Capital Appreciation Certificates Of Participation, Series 2012A

E. Resolution B-5-12-3017 - Resolution Authorizing The Execution And Delivery Of An Amendment To Lease Purchase Agreement And Supplement To Declaration Of Trust And Approving The Issuance, Sale And Delivery Of \$6,340,000 Certificates Of Participation, Series 2012B 143

Recommendation: It is recommended that the Duluth School Board approve Resolution Authorizing The Execution And Delivery Of An Amendment To Lease Purchase Agreement And Supplement To Declaration Of Trust And Approving The Issuance, Sale And Delivery Of \$6,340,000

Certificates Of Participation, Series 2012B

F. Resolution B-5-12-3018 - Authorized Student Activity Bank Account Signer 172

Recommendation: It is recommended that the Duluth School Board approve Resolution B-5-12-3018 - Authorized Student Activity Bank Account Signer.

G. PLACEHOLDER - Resolutions authorizing the purchase of properties relating to the Long-range Facilities Plan and relocation expenses that apply to these properties

H. PLACEHOLDER - Resolutions authorizing the sale of properties relating to the Long-range Facilities Plan and relocation expenses that apply to these properties

I. PLACEHOLDER - Resolutions for Schematic Designs and Working Drawings related to the LRFP

## **6. Informational**

The items listed below are informational only and do not require board action.

A. Expenditure Contracts 173

The Superintendent or the Director of Business Services has signed the following expenditure contracts during the month of April 2012

B. Revenue Contracts - None

C. Other Contracts - None

D. Facilities Management & Capital Project Status Report 209

Kerry Leider will be in attendance to answer questions regarding the enclosed report.

E. Johnson Controls, Inc. Long-Range Facilities Plan Status Report 222

F. Change Orders Relating to the Long Range Facilities Plan 243

Kerry Leider will be in attendance to answer questions regarding the enclosed report.

G. Contracts Signed in Relation to the Long Range Facilities Plan 248

Kerry Leider will be in attendance to answer questions regarding the enclosed report.

## **7. Future Items**

A. Development of FY13 Budget

B. Ten Year Capital Facilities Plan Update

C. Construction Bids for Myers Wilkins and Congdon Elementary

**Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 03/31/12**

		Fund											
		Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79	
Cash and investments	2/29/2012	\$ 74,110,137	\$ 35,397,955	\$ 968,926	\$ (1,881,221)	\$ 581,146	\$ (9,362,459)	\$ 45,587,548	\$ (39,942)	\$ 1,662,333	\$ 23,672	\$ 1,172,179	
Receivables (increase)/decrease -		(22,366)	76,538	(3,429)	(13,118)	(21)	(82,574)	-	-	-	237	-	
Payables increase/(decrease) -		(6,829,402)	(7,518,920)	46,743	386,739	179,726	62,872	13,437	-	-	-	-	
Revenues increase/(decrease) -		10,056,140	8,221,777	269,582	448,665	323,327	226,241	262,337	229,010	479	74,723	-	
Expenditures (increase)/decrease -		(18,578,046)	(9,712,808)	(302,357)	(887,541)	(879,570)	(214,149)	(6,514,093)	(431)	-	(67,097)	-	
Cash and investments	3/31/2012	\$ 58,736,463	\$ 26,464,543	\$ 979,466	\$ (1,946,476)	\$ 204,608	\$ (9,370,068)	\$ 39,349,228	\$ 188,636	\$ 1,662,812	\$ 31,535	\$ 1,172,179	

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$7	(\$7)	(98.9)	\$21,529	\$21,541
Interest	255	-	255	N/A	(1,227)	0	(1,227)	#####	80	80
Tuition, Fees, Admissions	220	449	(229)	(51.0)	1,831	2,067	(236)	(11.4)	2,922	2,976
Other Local Revenues	241	260	(19)	(7.2)	2,433	10,531	(8,098)	(76.9)	1,935	2,715
State Sources	8,856	7,287	1,569	21.5	62,986	61,031	1,955	3.2	78,891	79,949
Federal Aids from MDE	377	925	(548)	(59.3)	5,385	5,989	(604)	(10.1)	10,764	12,815
Federal Direct Aids	(0)	-	(0)	N/A	2,030	2,397	(367)	(15.3)	3,237	3,221
Local Sales	107	671	(564)	(84.0)	1,543	1,296	247	19.0	6,382	6,565
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>10,056</b>	<b>9,592</b>	<b>464</b>	<b>4.8</b>	<b>74,981</b>	<b>83,318</b>	<b>(8,337)</b>	<b>(10.0)</b>	<b>125,740</b>	<b>129,863</b>
<u>Expenditures</u>										
Salaries	7,301	4,984	(2,317)	(46.5)	39,516	38,039	(1,477)	(3.9)	58,145	60,317
Benefits	2,722	2,336	(386)	(16.5)	18,029	18,596	567	3.0	27,476	27,749
Purchased Services	1,506	1,193	(313)	(26.2)	8,509	8,481	(28)	(0.3)	11,261	12,823
Supplies & Materials	296	395	99	25.1	2,598	3,137	539	17.2	4,588	5,073
Chargebacks	(0)	1	1	100.0	0	1	1	90.9	(21)	(40)
Capital Expenditures	6,620	8,538	1,918	22.5	44,404	82,687	38,283	46.3	61,914	62,772
Debt Service	42	(59)	(101)	(171.6)	20,674	16,225	(4,449)	(27.4)	19,894	20,858
Other	90	289	199	68.8	528	8,590	8,062	93.9	669	1,515
<b>Total Expenditures</b>	<b>18,578</b>	<b>17,677</b>	<b>(901)</b>	<b>(5.1)</b>	<b>134,258</b>	<b>175,756</b>	<b>41,498</b>	<b>23.6</b>	<b>183,925</b>	<b>191,067</b>
Transfers In (Out)	(2,387)	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(10,908)</b>	<b>(\$8,085)</b>	<b>(2,823)</b>	<b>(34.9)</b>	<b>(59,277)</b>	<b>(\$92,438)</b>	<b>33,161</b>	<b>35.9</b>	<b>(\$58,184)</b>	<b>(\$61,204)</b>

DULUTH PUBLIC SCHOOLS - ISD 709  
 March 12  
 General Fund **TOTAL**

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

**PAGE 3**

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$7	(\$7)	(98.9)	\$7,989	\$8,001
Interest	0	0	(0)	N/A	(53)	0			50	50
Tuition, Fees, Admissions	106	59	47	80.3	854	1,016	(162)	(15.9)	1,240	1,284
Other Local Revenues	49	100	(51)	(50.7)	736	1,250	(514)	(41.1)	573	773
State Sources	8,039	6,369	1,670	26.2	55,687	54,225	1,462	2.7	68,272	69,326
Federal Aids from MDE	27	696	(669)	(96.1)	3,028	4,180	(1,152)	(27.6)	7,440	8,777
Federal Direct Aids	(0)	0	(0)	N/A	73	89	(16)	(17.7)	148	161
Local Sales	0	0	0	N/A	14	7	7	99.1	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>8,222</b>	<b>7,224</b>	<b>998</b>	<b>13.8</b>	<b>60,340</b>	<b>60,774</b>	<b>(381)</b>	<b>(0.6)</b>	<b>85,713</b>	<b>88,373</b>
<u>Expenditures</u>										
Salaries	6,334	4,372	(1,962)	(44.9)	34,025	32,924	(1,101)	(3.3)	50,250	51,821
Benefits	2,311	2,050	(261)	(12.7)	15,169	16,307	1,138	7.0	24,033	24,177
Purchased Services	883	666	(217)	(32.6)	4,613	4,754	141	3.0	6,621	7,346
Supplies & Materials	94	92	(2)	(1.9)	928	990	62	6.3	1,452	1,904
Chargebacks	(0)	1	1	107.9	(4)	(3)	1	20.0	(316)	(321)
Capital Expenditures	11	(1)	(12)	(1,239.9)	346	577	231	40.0	297	472
Debt Service	42	15	(27)	(181.7)	46	15	(31)	(208.0)	0	139
Other	37	88	51	57.6	402	1,532	1,130	73.8	320	1,079
<b>Total Expenditures</b>	<b>9,713</b>	<b>7,283</b>	<b>(2,430)</b>	<b>(33.4)</b>	<b>55,526</b>	<b>57,096</b>	<b>1,570</b>	<b>2.8</b>	<b>82,657</b>	<b>86,617</b>
Transfers In (Out)	0	0	0	N/A	(2,323)	0	0	N/A	(2,323)	(2,323)
<b>Operating Excess (Deficit)</b>	<b>(\$1,491)</b>	<b>(\$59)</b>	<b>(1,432)</b>	<b>(2,427.2)</b>	<b>\$2,491</b>	<b>\$3,678</b>	<b>(\$1,187)</b>	<b>(32.3)</b>	<b>\$733</b>	<b>(\$568)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$7	(\$7)	(98.9)	\$7,364	\$7,364
Interest	0	0	0	N/A	(53)	0	(53)	N/A	50	50
Tuition, Fees, Admissions	8	1	7	712.7	519	689	(170)	(24.7)	870	912
Other Local Revenues	36	45	(9)	(20.7)	222	204	18	8.8	243	274
State Sources	7,973	6,247	1,726	27.6	54,233	52,714	1,519	2.9	63,340	64,340
Federal Aids from MDE	0	0	0	N/A	204	406	(202)	(49.7)	1178	1187
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	14	7	7	99.1	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>8,017</b>	<b>6,293</b>	<b>1,724</b>	<b>27.4</b>	<b>55,140</b>	<b>54,027</b>	<b>1,113</b>	<b>2.1</b>	<b>73,044</b>	<b>74,125</b>
<u>Expenditures</u>										
Salaries	5,394	3,718	(1,676)	(45.1)	29,126	27,776	(1,350)	(4.9)	42,739	43,494
Benefits	1,927	1,742	(185)	(10.6)	13,012	13,993	981	7.0	20,641	20,678
Purchased Services	764	526	(238)	(45.2)	4,074	3,974	(100)	(2.5)	5,774	5,834
Supplies & Materials	64	64	0	0.3	686	616	(70)	(11.4)	996	1,320
Chargebacks	(0)	1	1	148.8	(5)	(5)	0	4.1	(338)	(334)
Capital Expenditures	1	1	0	21.8	157	42	(115)	(273.1)	193	232
Debt Service	42	15	(27)	(181.7)	46	15	(31)	(208.0)	0	139
Other	22	7	(15)	(216.2)	273	1,350	1,077	79.8	(17)	384
<b>Total Expenditures</b>	<b>8,213</b>	<b>6,074</b>	<b>(2,139)</b>	<b>(35.2)</b>	<b>47,369</b>	<b>47,761</b>	<b>392</b>	<b>0.8</b>	<b>69,988</b>	<b>71,747</b>
Transfers In (Out)	0	0	0	N/A	(2,323)	0	0	N/A	(2,323)	(2,323)
<b>Operating Excess (Deficit)</b>	<b>(\$197)</b>	<b>\$219</b>	<b>(416)</b>	<b>(189.8)</b>	<b>\$5,448</b>	<b>\$6,266</b>	<b>(\$818)</b>	<b>(13.1)</b>	<b>\$733</b>	<b>\$55</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$626	\$638
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	98	58	40	69.4	335	327	8	2.6	370	372
Other Local Revenues	14	55	(41)	(75.3)	514	1,046	(532)	(50.9)	330	500
State Sources	66	122	(56)	(46.0)	1,453	1,511	(58)	(3.8)	4,933	4,987
Federal Aids from MDE	27	696	(669)	(96.1)	2,824	3,774	(950)	(25.2)	6,262	7,590
Federal Direct Aids	(0)	0	(0)	N/A	73	89	(16)	(17.7)	148	161
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>205</b>	<b>931</b>	<b>(726)</b>	<b>(78.0)</b>	<b>5,200</b>	<b>6,747</b>	<b>(1,547)</b>	<b>(22.9)</b>	<b>12,669</b>	<b>14,247</b>
<u>Expenditures</u>										
Salaries	940	654	(286)	(43.8)	4,900	5,148	248	4.8	7,512	8,327
Benefits	384	308	(76)	(24.6)	2,157	2,314	157	6.8	3,392	3,499
Purchased Services	119	140	21	14.8	539	780	241	30.9	847	1,513
Supplies & Materials	30	28	(2)	(6.8)	241	374	133	35.5	456	583
Chargebacks	0	0	(0)	N/A	2	2	0	19.8	21	13
Capital Expenditures	11	(2)	(13)	(630.8)	189	535	346	64.6	104	240
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	15	81	66	81.2	129	182	53	29.0	337	695
<b>Total Expenditures</b>	<b>1,499</b>	<b>1,209</b>	<b>(290)</b>	<b>(24.0)</b>	<b>8,157</b>	<b>9,335</b>	<b>1,178</b>	<b>12.6</b>	<b>12,669</b>	<b>14,870</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$1,294)</b>	<b>(278)</b>	<b>(1,016)</b>	<b>(365.6)</b>	<b>(\$2,957)</b>	<b>(\$2,588)</b>	<b>(\$369)</b>	<b>(14.3)</b>	<b>(\$0)</b>	<b>(\$623)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	12	8	4	50.0	19	19
State Sources	14	14	(0)	(0.3)	98	87	11	12.6	148	148
Federal Aids from MDE	161	152	9	6.1	1,261	1,182	79	6.7	2,015	2,015
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	94	93	1	1.4	716	708	8	1.2	1,124	1,124
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>270</b>	<b>259</b>	<b>11</b>	<b>4.1</b>	<b>2,087</b>	<b>1,985</b>	<b>102</b>	<b>5.2</b>	<b>3,306</b>	<b>3,306</b>
<u>Expenditures</u>										
Salaries	111	73	(38)	(52.7)	610	591	(19)	(3.3)	942	942
Benefits	44	37	(7)	(20.0)	250	277	27	9.8	425	425
Purchased Services	3	5	2	40.2	36	65	29	45.2	111	106
Supplies & Materials	144	115	(29)	(25.2)	1,002	965	(37)	(3.9)	1,682	1,692
Chargebacks	0	0	0	N/A	1	0	(1)	N/A	106	101
Capital Expenditures	0	0	0	N/A	2	6	4	69.3	10	10
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(0)	(1)	(1)	(58.8)	10	7	(3)	(48.0)	30	30
<b>Total Expenditures</b>	<b>302</b>	<b>229</b>	<b>(73)</b>	<b>(32.0)</b>	<b>1,911</b>	<b>1,911</b>	<b>(0)</b>	<b>(0.0)</b>	<b>3,306</b>	<b>3,306</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$33)</b>	<b>\$30</b>	<b>(\$63)</b>	<b>(209.3)</b>	<b>\$176</b>	<b>\$74</b>	<b>\$102</b>	<b>138.4</b>	<b>\$0</b>	<b>(\$0)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	(0)	(100.0)		
Tuition, Fees, Admissions	0	0	0	N/A	0	0	(0)	(100.0)	0	0
Other Local Revenues	0	5	(5)	(100.0)	(8)	5	(13)	(263.3)	0	0
State Sources	449	340	109	32.0	2,987	2,516	471	18.7	4,660	4,660
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	3	(3)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>449</b>	<b>345</b>	<b>104</b>	<b>30.0</b>	<b>2,979</b>	<b>2,524</b>	<b>455</b>	<b>18.0</b>	<b>4,660</b>	<b>4,660</b>
<u>Expenditures</u>										
Salaries	148	95	(53)	(55.4)	810	744	(66)	(8.8)	1,188	1,188
Benefits	97	70	(27)	(38.0)	511	498	(13)	(2.6)	640	640
Purchased Services	516	228	(288)	(126.4)	2,699	2,469	(230)	(9.3)	3,186	3,186
Supplies & Materials	36	30	(6)	(19.6)	225	203	(22)	(10.6)	261	261
Chargebacks	0	0	0	N/A	0	1	1	59.4	1	1
Capital Expenditures	91	(2)	(93)	(4,657.8)	91	84	(7)	(8.5)	115	115
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	1	0	(1)	N/A	2	2
<b>Total Expenditures</b>	<b>888</b>	<b>421</b>	<b>(467)</b>	<b>(110.8)</b>	<b>4,337</b>	<b>3,999</b>	<b>(338)</b>	<b>(8.4)</b>	<b>5,393</b>	<b>5,393</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$439)</b>	<b>(\$76)</b>	<b>(\$363)</b>	<b>(477.5)</b>	<b>(\$1,357)</b>	<b>(\$1,475)</b>	<b>\$118</b>	<b>8.0</b>	<b>(\$733)</b>	<b>(\$733)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$893	\$893
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	113	118	(5)	(3.9)	816	779	37	4.8	1,037	1,047
Other Local Revenues	79	83	(4)	(4.8)	809	615	194	31.5	599	1,079
State Sources	24	348	(324)	(93.1)	1,393	1,538	(145)	(9.4)	2,159	2,164
Federal Aids from MDE	107	77	30	38.7	927	627	300	47.8	1,309	1,774
Federal Direct Aids	0	0	0	N/A	794	1,144	(350)	(30.6)	1,925	1,896
Local Sales	0	1	(1)	(100.0)	0	1	(1)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>323</b>	<b>627</b>	<b>(304)</b>	<b>(48.4)</b>	<b>4,739</b>	<b>4,704</b>	<b>35</b>	<b>0.7</b>	<b>7,922</b>	<b>8,851</b>
<u>Expenditures</u>										
Salaries	608	363	(245)	(67.6)	3,435	2,973	(462)	(15.5)	4,806	5,407
Benefits	172	142	(30)	(21.4)	1,121	1,170	49	4.2	1,809	1,938
Purchased Services	74	46	(28)	(60.6)	385	578	193	33.4	469	742
Supplies & Materials	21	10	(11)	(112.2)	200	157	(43)	(27.1)	291	316
Chargebacks	0	0	(0)	N/A	2	3	1	28.6	189	179
Capital Expenditures	5	2	(3)	(139.2)	5	31	26	84.6	33	11
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	(1)	0	1	N/A	16	25	9	35.5	275	257
<b>Total Expenditures</b>	<b>880</b>	<b>563</b>	<b>(317)</b>	<b>(56.2)</b>	<b>5,164</b>	<b>4,937</b>	<b>(227)</b>	<b>(4.6)</b>	<b>7,873</b>	<b>8,851</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
<b>Operating Excess (Deficit)</b>	<b>(\$556)</b>	<b>\$64</b>	<b>(\$620)</b>	<b>(969.1)</b>	<b>(\$425)</b>	<b>(\$233)</b>	<b>(\$192)</b>	<b>(82.3)</b>	<b>\$49</b>	<b>\$0</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$1,508	\$1,508
Interest	0	0	0	N/A	0	0	0	N/A	1	1
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	38	17	21	121.9	223	1,352	(1,129)	(83.5)	95	195
State Sources	94	50	44	88.5	580	513	67	13.0	665	665
Federal Aids from MDE	81	0	81	N/A	169	0	169	N/A	0	250
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	13	447	(434)	(97.1)	618	447	171	38.2	4,774	4,957
Sale of Bonds or Loans	0	0	0	N/A	0	3	0	0.0	0	0
<b>Total Revenues</b>	<b>226</b>	<b>514</b>	<b>(288)</b>	<b>(56.0)</b>	<b>1,589</b>	<b>2,315</b>	<b>(723)</b>	<b>(31.2)</b>	<b>7,043</b>	<b>7,576</b>
<u>Expenditures</u>										
Salaries	88	73	(15)	(20.9)	563	745	182	24.4	871	871
Benefits	31	34	3	7.7	234	317	83	26.2	332	332
Purchased Services	16	(17)	(33)	(193.3)	505	278	(227)	(81.7)	0	572
Supplies & Materials	0	(1)	(1)	(100.0)	19	663	644	97.2	300	292
Chargebacks	0	0	0	N/A	1	0	(1)	N/A	0	0
Capital Expenditures	27	(69)	(96)	(139.1)	3,551	2,520	(1,031)	(40.9)	3,642	3,840
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	52	122	70	57.6	52	3,352	3,300	98.5	0	76
<b>Total Expenditures</b>	<b>214</b>	<b>142</b>	<b>(72)</b>	<b>(50.8)</b>	<b>4,924</b>	<b>7,875</b>	<b>2,951</b>	<b>37.5</b>	<b>5,145</b>	<b>5,983</b>
Transfers In (Out)	(6,974)	0	0	N/A	(2,264)	0	0	N/A	(2,264)	(2,264)
<b>Operating Excess (Deficit)</b>	<b>(\$6,962)</b>	<b>\$372</b>	<b>(\$7,334)</b>	<b>(1,971.6)</b>	<b>(\$5,600)</b>	<b>(\$5,560)</b>	<b>(\$40)</b>	<b>(0.7)</b>	<b>(\$366)</b>	<b>(\$671)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<b>Revenues</b>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	255	0	255	N/A	(1,175)	0	(1,175)	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	19	690	(671)	(97.2)	168	168
State Sources	7	0	7	N/A	158	163	(5)	(2.8)	168	168
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	24	0	24	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	6,523	0	0.0	0	0
<b>Total Revenues</b>	<b>262</b>	<b>0</b>	<b>262</b>	<b>N/A</b>	<b>(974)</b>	<b>7,376</b>	<b>(1,827)</b>	<b>(24.8)</b>	<b>337</b>	<b>337</b>
<b>Expenditures</b>										
Salaries	12	8	(4)	(47.5)	73	62	(11)	(18.2)	87	87
Benefits	4	3	(1)	(23.7)	29	27	(2)	(9.2)	37	37
Purchased Services	9	82	73	88.5	64	154	90	58.7	153	151
Supplies & Materials	1	1	(0)	(5.3)	38	11	(27)	(245.9)	41	48
Chargebacks	0	0	0	N/A	0	0	(0)	N/A	0	0
Capital Expenditures	6,485	8,608	2,123	24.7	40,409	79,469	39,060	49.2	57,816	58,323
Debt Service	0	(74)	(74)	(100.0)	0	0	0	N/A	0	0
Other	3	75	72	96.2	33	3,669	3,636	99.1	10	38
<b>Total Expenditures</b>	<b>6,514</b>	<b>8,703</b>	<b>2,189</b>	<b>25.2</b>	<b>40,646</b>	<b>83,392</b>	<b>42,746</b>	<b>51.3</b>	<b>58,144</b>	<b>58,684</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$6,252)</b>	<b>(\$8,703)</b>	<b>\$2,451</b>	<b>28.2</b>	<b>(\$41,620)</b>	<b>(\$76,016)</b>	<b>\$34,396</b>	<b>45.2</b>	<b>(\$57,807)</b>	<b>(\$58,347)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$11,139	\$11,139
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	(5)	6,554	(6,559)	(100.1)	0	0
State Sources	229	166	63	38.0	2,082	1,989	93	4.7	2,817	2,817
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	1,163	1,164	(1)	(0.1)	1,164	1,164
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	42	(42)	(100.0)	0	0
<b>Total Revenues</b>	<b>229</b>	<b>166</b>	<b>63</b>	<b>38.0</b>	<b>3,240</b>	<b>9,749</b>	<b>(6,509)</b>	<b>(66.8)</b>	<b>15,121</b>	<b>15,121</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	20,628	16,210	(4,418)	(27.3)	19,894	20,719
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>20,628</b>	<b>16,210</b>	<b>(4,418)</b>	<b>(27.3)</b>	<b>19,894</b>	<b>20,719</b>
Transfers In (Out)	4,588	0	0	N/A	4,588	0	0	N/A	4,588	4,588
<b>Operating Excess (Deficit)</b>	<b>\$4,817</b>	<b>\$166</b>	<b>\$4,651</b>	<b>2,801.7</b>	<b>(\$12,800)</b>	<b>(\$6,461)</b>	<b>(\$6,339)</b>	<b>(98.1)</b>	<b>(\$185)</b>	<b>(\$1,010)</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	25	25
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	1	0	1	N/A	3	2	1	25.9	300	300
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>N/A</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>25.9</b>	<b>325</b>	<b>325</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	200	0	(200)	N/A	200	200
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>200</b>	<b>0</b>	<b>(200)</b>	<b>N/A</b>	<b>200</b>	<b>200</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$1</b>	<b>\$0</b>	<b>\$1</b>	<b>N/A</b>	<b>(\$197)</b>	<b>\$2</b>	<b>(\$199)</b>	<b>(9,974.2)</b>	<b>\$125</b>	<b>\$125</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	75	0	75	N/A	589	0	589	N/A	0	0
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>75</b>	<b>0</b>	<b>75</b>	<b>N/A</b>	<b>589</b>	<b>0</b>	<b>589</b>	<b>N/A</b>	<b>0</b>	<b>0</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	63	0	(63)	N/A	515	0	(515)	N/A	0	0
Purchased Services	5	0	(5)	N/A	42	0	(42)	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>67</b>	<b>0</b>	<b>(67)</b>	<b>N/A</b>	<b>556</b>	<b>0</b>	<b>(556)</b>	<b>N/A</b>	<b>0</b>	<b>0</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$8</b>	<b>\$0</b>	<b>\$8</b>	<b>N/A</b>	<b>\$32</b>	<b>\$0</b>	<b>\$32</b>	<b>N/A</b>	<b>\$0</b>	<b>\$0</b>

**STATEMENT OF REVENUES AND EXPENDITURES**  
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2012	FY2011	\$ Variance	% Variance	FY2012	FY2011	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	2	0	2	N/A	4	4
Tuition, Fees, Admissions	0	272	(272)	(100.0)	160	272	(112)	(41.1)	645	645
Other Local Revenues	0	55	(55)	(100.0)	56	55	1	1.6	180	180
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	130	(130)	(100.0)	171	130	41	31.6	484	484
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>0</b>	<b>457</b>	<b>(457)</b>	<b>(100.0)</b>	<b>389</b>	<b>457</b>	<b>(68)</b>	<b>(14.9)</b>	<b>1,314</b>	<b>1,314</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	183	183	100.0	165	183	18	9.7	720	720
Supplies & Materials	0	148	148	100.0	187	148	(39)	(26.6)	560	560
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	5	5	100.0	14	5	(9)	(174.6)	34	34
<b>Total Expenditures</b>	<b>0</b>	<b>336</b>	<b>336</b>	<b>100.0</b>	<b>366</b>	<b>336</b>	<b>(30)</b>	<b>(9.0)</b>	<b>1,314</b>	<b>1,314</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$0</b>	<b>\$121</b>	<b>(\$121)</b>	<b>(100.0)</b>	<b>\$23</b>	<b>\$121</b>	<b>(\$98)</b>	<b>(81.3)</b>	<b>(\$0)</b>	<b>(\$0)</b>

March 12

# BALANCE SHEET

ALL FUNDS

ASSETS	03/31/12	06/30/11	03/31/11
Cash / Investments	\$58,736	\$126,721	\$150,286
Taxes & Credits Receivable	4,237	14,603	4,043
Accounts / Interest Receivable	109	2,894	110
Due from Other Funds	75	330	0
Due from Other MN Districts	0	793	0
Due From MDE	22,747	23,018	19,986
Due From Federal thru MDE	35	2,500	34
Due From Federal - Direct	0	350	0
Due from Other Governments	0	133	0
Inventory	215	212	245
Prepays	72	72	67
<b>Total Assets</b>	<b>\$86,227</b>	<b>\$171,624</b>	<b>\$174,770</b>

LIABILITIES	03/31/12	06/30/11	03/31/11
Tax and Aid Anticipation Payable	\$ 22,610	\$ 19,375	\$ 20,072
Accrued Interest Payable	0	0	0
Salaries Payable	1,380	14,521	1,245
Accounts Payable	1,431	17,220	192
Due to Other Funds	75	330	0
Due to Other MN Districts	24	143	0
Due to Other Governments	296	297	0
Claims Payable	349	245	(171)
Deferred Revenue	10	164	12
Taxes Levied for Subsequent Yr.	18,891	19,710	22,613
Property tax shift	819	0	0
<b>Total Liabilities</b>	<b>\$45,885</b>	<b>\$72,004</b>	<b>\$43,963</b>

FUND BALANCES	03/31/12	06/30/11	03/31/11
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	212	212	260
Nonspendable Prepays	72	72	108
Staff Development	302	302	370
Reemployment comp	0	0	0
Basic skills	329	329	89
Learning development	0	0	167
Desegregation	293	293	101
Gifted and Talented	23	23	0
Pupil Transportation Safety	0	0	0
ECFE	160	160	188
Community Education	159	106	78
Community Services	0	0	0
Operating Capital	0	0	369
Facilities	60,433	60,433	48,520
Alternative facilities	20,554	20,554	1,247
Restricted Programs	0	0	0
Bond Refunding	0	0	0
Endowment	1,677	1,875	1,798
Encumbrances	0	0	143,325
Severance-Insurance Prem	4,081	4,081	3,499
Area Learning Center	0	0	0
Designated for:			
Textbooks	0	0	0
Carryovers	681	681	731
Operating Capital	0	0	300
Referendum	0	0	0
Undesignated	(48,633)	10,500	(70,343)

Total Fund Balance \$40,342 \$99,620 \$130,807

Liabilities & Fund Balance \$86,227 \$171,624 \$174,770

March 12

# BALANCE SHEET

General Fund

ASSETS	03/31/12	06/30/11	03/31/11
Cash / Investments	\$26,465	\$20,714	\$29,648
Taxes & Credits Receivable	(5,275)	5,090	(4,229)
Accounts / Interest Receivable	(136)	18	39
Due from Other Funds	75	75	0
Due from Other MN Districts	0	793	0
Due From MDE	21,393	21,461	18,689
Due From Federal thru MDE	0	2,373	0
Due From Federal - Direct	0	3	0
Due from Other Governments	0	128	0
Inventory	210	129	214
Prepays	72	72	67
<b>Total Assets</b>	<b>\$42,804</b>	<b>\$50,855</b>	<b>\$44,428</b>

LIABILITIES	03/31/12	06/30/11	03/31/11
Tax and Aid Anticipation Payable	\$22,610	\$19,375	\$20,072
Accrued Interest Payable	0	0	0
Salaries & Benefits Payable	159	13,892	(558)
Accounts Payable	963	641	111
Due to Other Funds	0	200	0
Due to Other MN Districts	24	143	0
Due to Other Governments	296	297	0
Claims Payable	349	245	(219)
Deferred Revenue	8	159	9
Taxes Levied for Subsequent Yr.	4,945	5,315	8,598
Property tax shift	370	0	0
<b>Total Liabilities</b>	<b>\$29,724</b>	<b>\$40,267</b>	<b>\$28,013</b>

FUND BALANCES	03/31/12	06/30/11	03/31/11
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	129	129	171
Nonspendable Prepays	72	72	93
Staff Development	302	302	370
Reemployment comp	-	-	-
Basic skills	329	329	89
Learning development	-	-	167
Desegregation	293	293	101
Gifted and Talented	23	23	0
Pupil Transportation Safety	0	0	0
ECFE	0	0	0
Community Education	0	0	0
Community Services	0	0	0
Operating Capital	0	0	0
Facilities	0	0	0
Alternative facilities	0	0	0
Restricted Programs	0	0	0
Escrow Account	0	0	0
Severance-Insurance Prem	4,081	4,081	3,499
Encumbrances	0	0	0
Area Learning Center	0	0	-
Designated for:			
Textbooks	0	0	-
Carryovers	375	375	315
Operating Capital	0	0	300
Referendum	0	0	-
Undesignated	7,475	4,984	11,310
<b>Total Fund Balance</b>	<b>\$13,079</b>	<b>\$10,589</b>	<b>\$16,415</b>
<b>Liabilities &amp; Fund Balance</b>	<b>\$42,804</b>	<b>\$50,855</b>	<b>\$44,428</b>



March 12

## BALANCE SHEET

Transportation Fund

ASSETS	03/31/12	06/30/11	03/31/11	FUND BALANCES	03/31/12	06/30/11	03/31/11
Cash / Investments	(\$1,946)	(\$1,034)	(\$1,579)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	44	48	48	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	5
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	74	74	67	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	(13)	0	(7)	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$1,842)	(\$912)	(\$1,471)	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	344	30	336	Restricted Programs	0	0	0
Accounts Payable	321	208	3	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	12	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	(2,507)	(1,150)	(1,827)
Property tax shift	0	0	0				
Total Liabilities	\$665	\$238	\$351	Total Fund Balance	(\$2,507)	(\$1,150)	(\$1,822)
				Liabilities & Fund Balance	(\$1,842)	(\$912)	(\$1,471)

March 12

## BALANCE SHEET

Community Service Fund

ASSETS	03/31/12	06/30/11	03/31/11	FUND BALANCES	03/31/12	06/30/11	03/31/11
Cash / Investments	\$205	\$1	\$800	Reserved for:			
Taxes & Credits Receivable	642	642	650	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	9	5	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	10
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	425	627	453	Reemployment comp	0	0	0
Due From Federal thru MDE	0	92	0	Basic skills	0	0	0
Due From Federal - Direct	0	346	0	Learning development	0	0	0
Due from Other Governments	0	5	0	Desegregation	0	0	0
Inventory	(5)	0	(5)	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	160	160	188
<b>Total Assets</b>	<b><u>\$1,275</u></b>	<b><u>\$1,719</u></b>	<b><u>\$1,899</u></b>	Community Education	159	106	78
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	552	544	656	Restricted Programs	0	0	0
Accounts Payable	89	58	9	Escrow Account	0	0	0
Due to Other Funds	75	130	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	19	Textbooks	0	0	0
Deferred Revenue	0	4	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	628	665	1,093	Undesignated	(425)	52	(154)
Property tax shift	37	0	0				
<b>Total Liabilities</b>	<b><u>\$1,381</u></b>	<b><u>\$1,400</u></b>	<b><u>\$1,777</u></b>	<b>Total Fund Balance</b>	<b><u>(\$106)</u></b>	<b><u>\$319</u></b>	<b><u>\$122</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>\$1,275</u></b>	<b><u>\$1,719</u></b>	<b><u>\$1,899</u></b>

March 12

## BALANCE SHEET

Capital Expenditures

ASSETS	03/31/12	06/30/11	03/31/11	FUND BALANCES	03/31/12	06/30/11	03/31/11
Cash / Investments	(\$9,370)	(\$3,731)	(\$3,803)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	157	4	14	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>(\$9,213)</u></b>	<b><u>(\$3,727)</u></b>	<b><u>(\$3,789)</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	369
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	150	36	608	Restricted Programs	0	0	0
Accounts Payable	26	26	16	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			0
Claims Payable	0	0	13	Textbooks	0	0	0
Deferred Revenue	0	0	1	School Carryover	305	305	416
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(9,694)	(4,094)	(5,212)
<b>Total Liabilities</b>	<b><u>\$175</u></b>	<b><u>\$62</u></b>	<b><u>\$638</u></b>	<b>Total Fund Balance</b>	<b><u>(\$9,388)</u></b>	<b><u>(\$3,789)</u></b>	<b><u>(\$4,427)</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>(\$9,213)</u></b>	<b><u>(\$3,727)</u></b>	<b><u>(\$3,789)</u></b>

March 12

## BALANCE SHEET

Building Construction Fund

ASSETS	03/31/12	06/30/11	03/31/11	FUND BALANCES	03/31/12	06/30/11	03/31/11
Cash / Investments	\$39,349	\$94,404	\$118,009	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	2,795	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	50	50	45	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	(1)	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>\$39,398</u></b>	<b><u>\$97,250</u></b>	<b><u>\$118,054</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	60,433	60,433	48,520
Accrued Interest Payable	0	0	0	Alternative facilities	20,554	20,554	1,247
Salaries Payable	20	5	20	Restricted Programs	0	0	0
Accounts Payable	11	16,258	49	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	143,325
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	(41,620)		(75,107)
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b><u>\$31</u></b>	<b><u>\$16,263</u></b>	<b><u>\$69</u></b>	<b>Total Fund Balance</b>	<b><u>\$39,367</u></b>	<b><u>\$80,987</u></b>	<b><u>\$117,985</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>\$39,398</u></b>	<b><u>\$97,250</u></b>	<b><u>\$118,054</u></b>

March 12

## BALANCE SHEET

Debt Service Fund

ASSETS	03/31/12	06/30/11	03/31/11	FUND BALANCES	03/31/12	06/30/11	03/31/11
Cash / Investments	\$189	\$12,984	\$3,316	Reserved for:			
Taxes & Credits Receivable	8,870	8,870	7,622	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	5	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	805	805	731	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$9,864</b>	<b>\$22,664</b>	<b>\$11,669</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	0		0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	13,317	13,730	12,922	Undesignated	(3,866)	8,934	(1,253)
Property tax shift	413	0	0				
<b>Total Liabilities</b>	<b>\$13,730</b>	<b>\$13,730</b>	<b>\$12,922</b>	<b>Total Fund Balance</b>	<b>(\$3,866)</b>	<b>\$8,934</b>	<b>(\$1,253)</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$9,864</b>	<b>\$22,664</b>	<b>\$11,669</b>

March 12

# BALANCE SHEET

Trust & Agency Funds

ASSETS	03/31/12	06/30/11	03/31/11	FUND BALANCES	03/31/12	06/30/11	03/31/11
Cash / Investments	\$1,663	\$1,605	\$1,800	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	16	16	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	255	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,679</u>	<u>\$1,876</u>	<u>\$1,800</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,677	1,875	1,798
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	2	2	2	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	<u>\$2</u>	<u>\$2</u>	<u>\$2</u>	Total Fund Balance	<u>\$1,677</u>	<u>\$1,875</u>	<u>\$1,798</u>
				Liabilities & Fund Balance	<u>\$1,679</u>	<u>\$1,876</u>	<u>\$1,800</u>



March 12  
Student Activities

## BALANCE SHEET

ASSETS	03/31/12	06/30/11	03/31/11	FUND BALANCES	03/31/12	06/30/11	03/31/11
Cash / Investments	\$1,172	\$1,150	\$1,318	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b><u>\$1,172</u></b>	<b><u>\$1,150</u></b>	<b><u>\$1,318</u></b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,172	1,150	1,318
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b>Total Fund Balance</b>	<b><u>\$1,172</u></b>	<b><u>\$1,150</u></b>	<b><u>\$1,318</u></b>
				<b>Liabilities &amp; Fund Balance</b>	<b><u>\$1,172</u></b>	<b><u>\$1,150</u></b>	<b><u>\$1,318</u></b>









**ISD 709 – Duluth Public Schools  
Investment Activity for FY 2012  
As of May 31, 2012**

**Beginning Investment Balance** (February 29, 2012): **\$ 6,881,374.14**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
03/26	Bank Baroda New York	MBS	06/20/12	0.45%	248,000.00
03/20	MN Trust – Term Series	PMA	07/27/12	0.09%	1,000,000.00

**Total Purchases      \$    1,248,000.00**

**Deduct Maturities/Calls/Sales:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
03/26	Branch Banking & Trust(NC)	MBS	03/26/12	3.00%	\$ 98,000.00

**Total Maturities      \$      98,000.00**

**Other items:**

Add:	Money Market Funds Interest	\$ 616.91
	Market Value Adjustment	0.00
	Other Interest	0.00

Deduct:	Transaction Fees/Other	856.11
	Beginning Value Adjustment	0.00

**Total Other              \$      - 239.20**

**Ending Investment Balance** (March 31, 2012) **\$ 8,031,134.94**

Note: Ending Investment Balance as of March 31, 2011 was \$ 1,808,789.50

**Duluth Public Schools-ISD 709**  
**WADM Projection Report - FY 2012**  
**May-12**

Grade Levels	May	Progression	Projected ADM	PUW	Projected	EOY
	Enrollment	to ADM			WADM	10-11
KG	623.13	1.007896766	628.05	0.612	384.37	396.34
HK	82	0.911044218	74.71	1.000	74.71	95.61
Gr 1-3	2009	0.985256475	1985.38	1.115	2213.70	2119.34
Gr 4-6	1829.21	0.979272246	1803.29	1.060	1911.49	1906.23
Gr 7-8	1187.54	0.967866315	1161.38	1.300	1509.79	1517.98
Gr 9-12	2970.1	0.979720242	2933.87	1.300	3814.03	3891.85
<b>Sub-Total</b>	8700.98				9908.09	9927.35
<b>Other WADM</b>						
Early Childhood	May	Progression	Projected ADM	PUW	Projected	
	Enrollment	to ADM			WADM	
	266	0.339442225	90.29	1.250	112.86	125.15
	Final Count	May 1 Count	Final ADM			
08-09	471	308	98.12			
09-10	466	304	106.70			
10-11	474	269	100.12			
11-12*		266	90.29			
<b>Resident Tuition</b>						
Resident Tuition Details		Total WADM				
08-09		47.23				
09-10		55.36				
10-11		46.14				
11-12*		52.46				
<b>ALC</b>						
ALC Details		Total WADM				
08-09		132.37				
09-10		205.88				
10-11		256.05				
11-12*		198.10				
<b>Projected Total WADM</b>					10020.95	10052.50
<b>Budgeted WADM</b>					9906.61	
<b>Net</b>					114.34	

\* Projected

Fund Raisers

<u>School</u>	<u>Organization</u>	<u>Function</u>
Unity High	School	School Store
Denfeld	Track Program	Cookie Dough Sales
Denfeld	Softball Program	Cookie Dough Sales
Denfeld	Boys Tennis Program	Bag Groceries
Denfeld	Baseball Program	Coupon Book Sales

**DONATIONS**

<b>SCHOOL</b>	<b>FIRST NAME</b>	<b>LAST NAME/ORG.</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
East	M/M Peter	Krause	Robotics	100.00
East	Karen	Johnson	Robotics	100.00
East	M/M Leland	Cone	Robotics	100.00
East	Beverly	Peterson	Robotics	100.00
East		MN Power Foundation	Robotics	3000.00
East		Endorphin Racing LLC	Robotics	210.00
East	Stan Karich	Identitee Sportswear	Softball	1000.00
East		Duluth Lions Club	Orchestra	100.00
East		Nettleton Elem. School	Orchestra	100.00
East	Michael	Lien	EHS	200.00
East	M/M Steven	Grindy	Robotics	150.00
East		Junior League of Duluth	Robotics	2000.00
East	Joan	Setterlund	Robotics	50.00
East		Duluth Audio Distributing	Robotics	500.00
Morgan Park		Timberlodge Steakhouse	Art Dept - Taxidermy	In Kind
Denfeld	State Farm Agency		Robotics	50.00
Denfeld	Patricia	Tarvas	Stained Glass	30.00
Denfeld	Chris	Dahlberg	Robotics	100.00
Denfeld	Ben	Hatton	Robotics	50.00
Denfeld	Deborah	Lepak	Art	20.00
Denfeld	Terry	Perella	Art	20.00
Denfeld	Jeff/Sharla	Mundhenke	Art	20.00
Denfeld	Laura	Gunderson	Art	20.00
Denfeld	Deborah&John	Lepak	Art	25.00
Denfeld	Bradley & Ronna	Butler	Art	20.00
Denfeld	Charles & Jody	O'Connor	Art	20.00
Denfeld	Diane	Petoletti	Art	20.00
Denfeld	Lori	Soiney	Art	20.00
Denfeld	Tracy&Margaret	Engebretsen	Art	20.00
Denfeld	Lori	Knapp	Speech	100.00
Woodland M	Lisa	Berndt	Art Supplies	25.00
Woodland M	K.S.	Leider	Art Supplies	25.00
Woodland M	Elizabeth	Metzen & Joseph Peterson	Art Supplies	50.00
Woodland Hills		Maurices/B105	Ann Ek Classroom	200.00
			<b>TOTAL</b>	<b>8,545.00</b>

Due to the Healthy Hunger-Free Kids Act of 2010, signed into law December, 2010, requiring schools to charge students for paid meals at a price that is, on average, equal to the difference between the federal free meal reimbursements and any state reimbursements, and paid meal reimbursement. Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement. Because our lunch price does not meet the Paid Lunch equity we must increase the lunch price by ten cents.

Current paid Lunch Prices

Elementary \$2.10

Secondary \$2.35

Proposed Paid Lunch Prices

Elementary \$2.20

Secondary \$2.45

Also, the Act establishes a maximum annual increase in the required paid increases of \$.10 annually.

Reduced price lunches will remain at \$.40 per meal as there is not mandatory increase in the Healthy Hunger-Free Kids Act of 2010.

MEMORANDUM

To: Bill Hanson, Director of Business Services  
From: Tony Kelekovich, Senior Buyer  
Subject: BID-1220 General Office Supplies – Primary Vendor  
Date: April 17, 2012

Bids for a general office supplies-primary vendor for district-wide use were advertised and sent to seven (7) vendors. Five (5) vendors responded as listed below. Each vendor's response was given a point total in five (5) categories: hot list pricing (165 high volume items), catalog discount pricing, service and support, internet ordering capability, and value added (additional capabilities that can save the district time and money).

Point total (100 max) results were as follows:

Northern Business Products	99
S & T Office Products	96
Office Depot	91
Office Max	89
Staples	83

It is anticipated that annual purchases will be \$100,000 under this contract.

The contract period is July 1, 2012 – June 30, 2016. The initial contract is for two (2) years, with an additional two (2) year contract signed upon mutual agreement.

The bid meeting specifications with the highest point total for the initial contract period as submitted by Northern Business Products is recommended.

**Fund:** General Fund

**Program:** Various district-wide

**Fund Custodian:** Site administrators

**BID-1220  
GENERAL OFFICE SUPPLIES – PRIMARY VENDOR  
SUMMARY**

IBUYOFFICESUPPLY.COM PLYMOUTH MN	NO RESPONSE
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NORTHERN BUSINESS PRODUCTS DULUTH MN	99 Points
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OFFICE DEPOT PLYMOUTH MN	91 Points
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OFFICE MAX MAPLE GROVE MN	89 Points
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S & T OFFICE PRODUCTS WAITE PARK MN	96 Points
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SCHOOL SPECIALTY GREENVILLE WI	NO RESPONSE
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STAPLES ARDEN HILLS MN	83 Points
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INDEPENDENT SCHOOL DISTRICT NO. 709  
Duluth Public Schools  
Central Administration Building – 215 N. First Avenue E  
Duluth, MN 55802

MEMORANDUM

TO: Bill Hanson, CFO/Executive Director Business Services  
FROM: Patrick J. Devlin, Supervisor of Purchasing  
SUBJECT: RFP-291 – STUDENT PICTURES/ID CARD – DISTRICT WIDE  
DATE: April 15, 2012

Requests for proposals for Student Pictures and Photo ID Cards were advertised and sent to three (3) known vendors.

Responses were received from all three (3) vendors and following are the results with Lifetouch National Studios to be considered the low proposal response meeting specifications: (See attached spreadsheet).

Based on the pricing structures being offered for various Picture Packages and ID Cards, plus the set commission rates that were pre-established in the bid packets, it is recommended that the low proposal meeting specifications as submitted by Lifetouch National Studios be accepted. The contract will be for the four (4) year period, July 1, 2012 thru June 30, 2016, with annual renewals by mutual agreement.

In addition to the lowest pricing, Lifetouch complied with or exceeded the specifications and criteria requirements listed on the Form of Proposal. Furthermore, Lifetouch has been a contracted vendor with ISD 709, receiving recommendations from building principals, based upon service provided.

The commissions received shall be deposited in each schools Activity Fund account as picture revenue.

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
Duluth Public Schools  
Historic Old Central High School – 215 N. First Avenue E.  
Duluth, MN. 55802  
218-336-8738

**MEMORANDUM**

**TO:** Bill Hanson, CFO/Executive Director of Business Services  
**FROM:** Patrick J. Devlin, Supervisor of Purchasing  
**SUBJECT:** RFP-290 Annual Yearbook Denfeld High School "Oracle"  
**DATE:** April 16, 2012

Requests for Proposals for Annual Yearbooks were advertised and sent to four (4) known vendors.

Responses were received from all four (4) which included Jostens, Lifetouch Inc., Enstrom Studios and Balfour Publishing.

Award is based on:

- A. A base price (quantity dependent – see attached), plus vendor response to twenty-two (22) questions that have additional cost impact on the base price.
- B. Ability of each vendor to comply with twenty-three (23) requirements for services as listed in the RFP-290 document.
- C. Recommendations from yearbook advisors and staff.

Award criteria shown on the RFP-290 document were:

- 1. Quality of product being offered.
- 2. Pricing.
- 3. Ability to comply with support services.
- 4. Ability of (Vendor) to comply with specification requirements.
- 5. Prior experience with ISD 709 district site(s).
- 6. Ability of (Vendor) to provide references from other districts of similar size.
- 7. Local representation (accessibility of vendor).
- 8. Summer camp cost/location.

9. Web based program with a built-in accounting package (must be able to demo live program on school computers).
10. E-Commerce capabilities for book sales.
11. The ability to forward information from one year to the next on web site.
12. Digital companion product with yearbook option.

Based on the above information and past experience with the existing vendor, it is recommended that the Annual Yearbook RFP-290 for Denfeld High School be awarded to **Jostens**.

The contract period will be July 1, 2012 thru June 30, 2016, with annual renewals by mutual agreement.

Jostens has provided yearbook services to Denfeld for sixteen (16) plus years. The yearbook adviser has indicated they are extremely satisfied with the service provide by the Jostens representative and the companies service, and want to continue the association.

Revenues from the Sales of Yearbooks will be deposited in the Student Activities Account.

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
 Duluth Public Schools  
 Historic Old Central High School – 215 N. First Avenue E.  
 Duluth, MN. 55802  
 218-336-8738

**RFP-290 ANNUAL YEARBOOK – DENFELD HIGH SCHOOL “ORACLE”**

**BASE COSTS (Includes Delivery)**

<u>QUANTITY</u>	<u>Jostens</u>	<u>Balfour</u>	<u>Enstrom</u>	<u>Lifetouch</u>
650-750	\$47.13	\$54.35	\$46.31	\$57.65
750-850	\$44.70	\$50.75	\$44.62	\$55.65
851 and up	\$43.23	\$47.65	\$43.53	\$53.65

Note: Above costs do not include additional fees that vary for all vendors during production.

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
Duluth Public Schools  
Historic Old Central High School – 215 N. First Avenue E.  
Duluth, MN. 55802  
218-336-8738

**MEMORANDUM**

**TO:** Bill Hanson, CFO/Executive Director of Business Services  
**FROM:** Patrick J. Devlin, Supervisor of Purchasing  
**SUBJECT:** RFP-289 Annual Yearbook East High School “Birch Log”  
**DATE:** April 16, 2012

Requests for Proposals for Annual Yearbooks were advertised and sent to four (4) known vendors.

Responses were received from all four (4) which included Jostens, Lifetouch Inc., Enstrom Studios and Balfour Publishing.

Award is based on:

- A. A base price (quantity dependent – see attached), plus vendor response to twenty-two (22) questions that have additional cost impact on the base price.
- B. Ability of each vendor to comply with twenty-three (23) requirements for services as listed in the RFP-289 document.
- C. Recommendations from yearbook advisors and staff.

Award criteria shown on the RFP-289 document were:

- 1. Quality of product being offered.
- 2. Pricing.
- 3. Ability to comply with support services.
- 4. Ability of (Vendor) to comply with specification requirements.
- 5. Prior experience with ISD 709 district site(s).
- 6. Ability of (Vendor) to provide references from other districts of similar size.
- 7. Local representation (accessibility of vendor).
- 8. Summer camp cost/location.

9. Web based program with a built-in accounting package (must be able to demo live program on school computers).
10. E-Commerce capabilities for book sales.
11. The ability to forward information from one year to the next on web site.
12. Digital companion product with yearbook option.

Based on the above information and past experience with the existing vendor, it is recommended that the Annual Yearbook RFP-289 for East High School be awarded to **Jostens**.

The contract period will be July 1, 2012 thru June 30, 2016, with annual renewals by mutual agreement.

Jostens has been successful in providing local representation with quality service and outcome over the past eleven (11) years. In addition, the advisor has provided positive feedback regarding the service, product, quality and student experiences during the yearbook production period.

Revenues from the Sales of Yearbooks will be deposited in the Student Activities Account.

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
 Duluth Public Schools  
 Historic Old Central High School – 215 N. First Avenue E.  
 Duluth, MN. 55802  
 218-336-8738

**RFP-289 ANNUAL YEARBOOK – EAST HIGH SCHOOL “BIRCH LOG”**

**BASE COSTS (Includes Delivery)**

<u>QUANTITY</u>	<u>Jostens</u>	<u>Balfour</u>	<u>Enstrom</u>	<u>Lifetouch</u>
1000-1100	\$48.49	\$52.95	\$49.41	\$60.65
1101-1200	\$45.93	\$50.08	\$48.47	\$59.40
1201 And Up	\$43.79	\$48.18	\$47.53	\$58.15

Note: Above costs do not include additional fees that vary for all vendors during production.



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 730 East Central Entrance*

*Mailing Address: 215 North 1st Avenue East  
Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To: Bill Hanson  
School Board Members**

**From: Kerry M. Leider**

**Date: April 26, 2012**

**Re: Quote #4109– Annual District-wide Inspection and Testing of Fire Alarm Systems**

Quotes were solicited from seven contractors for the annual District-wide Inspection and Testing of Fire Alarm Systems. Six quotes were received in response to the School District's request for quotes covering the period from July 1, 2012 through June 30, 2013. Northland Fire and Safety, 2215 East 5<sup>th</sup> Street, Superior, WI, submitted the low quote with an estimated value of \$8,140.00.

It is recommended the Duluth School Board approve entering into a contract with Northland Fire and Safety based on their quote as provided in response to Quote #4109 – District-wide Inspection and Testing of Fire Alarm Systems.

Attached please find the Quote Tab and Annual Comparison related to this scope of work.

Attachments

## QUOTE TABULATION

### QUOTE #4109- ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

	Advantage Systems	ESC Systems	Great Lake Alarm	Johnson Controls	MEDCOM	Northland Fire & Safety	Per Mar Security
Bid Bond	<i>na</i>	yes	yes	yes		<i>na</i>	<i>no</i>
Addendum Received	yes	yes	no	yes		yes	
1) Central HS (Closed)	\$555.50	\$0.00	\$555.00	\$1,500.00		\$585.00	\$896.40
2) Denfeld (HS)	\$555.50	\$5,090.00	\$5,320.00	\$2,900.00		\$1,305.00	\$3,011.40
3) East HS	\$555.50	\$1,075.00	\$1,325.00	\$1,320.00		\$165.00	\$504.90
4) Garfield Avenue	\$555.50	\$535.00	\$250.00	\$2,240.00		\$390.00	\$662.40
5) Historic Old Central	\$555.50	\$950.00	\$555.00	\$660.00		\$680.00	\$997.20
6) Homecroft	\$555.50	\$700.00	\$350.00	\$1,200.00		\$370.00	\$634.50
7) Lakewood	\$555.50	\$615.00	\$395.00	\$800.00		\$240.00	\$494.10
8) Laura MacArthur	\$555.50	\$2,155.00	\$2,125.00	\$1,320.00		\$515.00	\$1,242.90
9) Lester Park	\$555.50	\$785.00	\$825.00	\$880.00		\$125.00	\$400.50
10) Lowell	\$555.50	\$740.00	\$535.00	\$1,240.00		\$425.00	\$704.70
11) Morgan Park	\$555.50	\$1,050.00	\$875.00	\$1,280.00		\$790.00	\$1,120.50
12) Nettleton	\$555.50	\$675.00	\$540.00	\$880.00		\$450.00	\$737.10
13) Piedmont	\$555.50	\$1,005.00	\$985.00	\$880.00		\$190.00	\$564.30
14) Rockridge (closed)	\$555.50	\$0.00	\$260.00	\$500.00		\$225.00	\$475.20
15) S.T.C. Main Campus	\$555.50	\$0.00	\$425.00	\$1,320.00		\$470.00	\$751.50
16) S.T.C. Upper Campus	\$555.50	\$325.00	\$130.00	\$500.00		\$85.00	\$311.40
17) Stowe	\$555.50	\$735.00	\$400.00	\$880.00		\$280.00	\$531.00
18) Woodland MS	\$555.50	\$1,215.00	\$750.00	\$1,320.00		\$850.00	\$1,190.70
<b>TOTAL AMOUNT OF BID</b>	<b>\$9,999.00</b>	<b>\$17,650.00</b>	<b>\$16,600.00</b>	<b>\$21,620.00</b>		<b>\$8,140.00</b>	<b>\$15,230.70</b>
Smoke/Heat Detector	\$0.68	\$1.75	\$3.00	\$9.00		\$1.75	\$5.00
Signaling Notification Device	\$0.68	\$1.00	\$1.00	\$1.00		\$1.75	\$1.00
Other Initiating Device	\$0.68	\$2.50	\$2.50	\$22.00		\$1.75	\$5.00
Accessory Device	\$0.68	\$1.00	\$1.00	\$22.00		\$1.75	\$5.00

Smoke Sensitivity \$15

Total Amount Corrected

# COMPARISON

## ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

July 1, 20012 through June 30, 2013

	change from FY12	FY13 Quote #4109	FY12 Quote #4076	FY11 3rd year (1111)	FY10 2nd year (1111)	FY09 Bid #1111	FY08 3rd Year (1027)	FY07 2nd Year (1027)	FY06 Bid #1027
<i>Birchwood</i>									\$260.00
Central (closed)	80.6%	<b>\$585.00</b>	\$323.99	\$410.00	\$410.00	\$410.00	\$700.18	\$682.44	\$660.00
<i>Chester Park (sold)</i>									\$350.00
Congdon Park			\$240.41	\$330.00	\$330.00	\$330.00	\$456.18	\$444.62	\$430.00
Denfeld HS		<b>\$1,305.00</b>			\$550.00	\$550.00	\$933.58	\$909.92	\$880.00
Ordean East MS					\$375.00	\$375.00	\$668.36	\$651.42	\$630.00
<i>Facilities Management (sold)</i>				\$150.00	\$150.00	\$150.00	\$201.57	\$196.46	\$190.00
Garfield Avenue	77.6%	<b>\$390.00</b>	\$219.65	\$225.00	\$225.00	\$225.00	\$318.27	\$310.20	\$300.00
Meyers-Wilkens				\$160.00	\$160.00	\$160.00	\$275.83	\$268.84	\$260.00
Historic Old Central	8.5%	<b>\$680.00</b>	\$626.50	\$450.00	\$450.00	\$450.00	\$678.97	\$661.76	\$640.00
Homecroft	-3.7%	<b>\$370.00</b>	\$384.25			\$165.00	\$254.61	\$248.16	\$240.00
<i>Kenwood (closed)</i>			\$123.24	\$135.00	\$135.00	\$135.00	\$212.18	\$206.80	\$200.00
Lakewood	-13.4%	<b>\$240.00</b>	\$277.00			\$250.00	\$339.48	\$330.88	\$320.00
Laura MacArthur		<b>\$515.00</b>			\$660.00	\$660.00	\$997.23	\$971.96	\$940.00
Lester Park		<b>\$125.00</b>			\$160.00	\$160.00	\$254.61	\$248.16	\$240.00
<i>Lincoln Park ES (closed)</i>			\$510.75	\$865.00	\$865.00	\$865.00	\$1,262.45	\$1,230.46	\$1,190.00
Lowell	-6.2%	<b>\$425.00</b>	\$453.09			\$410.00	\$551.66	\$537.68	\$520.00
Morgan Park	102.2%	<b>\$790.00</b>	\$390.67	\$530.00	\$530.00	\$530.00	\$721.40	\$703.12	\$680.00
Nettleton	77.5%	<b>\$450.00</b>	\$253.47	\$300.00	\$300.00	\$300.00	\$477.40	\$465.30	\$450.00
East HS (Ordean)		<b>\$165.00</b>				\$475.00	\$742.62	\$723.80	\$700.00
Ordean Concession Bldg						\$30.00	\$84.87	\$82.72	\$80.00
Piedmont		<b>\$190.00</b>				\$245.00	\$339.48	\$330.88	\$320.00
Rockridge (closed)	65.2%	<b>\$225.00</b>	\$136.18	\$155.00	\$155.00	\$155.00	\$212.18	\$206.80	\$200.00
S.T.C. Main Campus	93.2%	<b>\$470.00</b>	\$243.25	\$360.00	\$360.00	\$360.00	\$541.05	\$527.34	\$510.00
S.T.C. Upper Campus	0.5%	<b>\$85.00</b>	\$84.60	\$70.00	\$70.00	\$70.00	\$678.97	\$661.76	\$640.00
Stowe	-9.4%	<b>\$280.00</b>	\$308.95			\$290.00	\$413.74	\$403.26	\$390.00
Woodland	100.5%	<b>\$850.00</b>	\$424.00	\$600.00	\$600.00	\$600.00	\$880.53	\$858.22	\$830.00
<b>TOTAL AMOUNT OF BID</b>	<b>62.8%</b>	<b>\$8,140.00</b>	<b>\$5,000.00</b>	<b>\$4,740.00</b>	<b>\$6,485.00</b>	<b>\$8,350.00</b>	<b>\$13,197.40</b>	<b>\$12,862.96</b>	<b>\$13,050.00</b>
Smoke/Heat Detector	16.7%	<b>\$1.75</b>	\$1.50	\$1.64	\$1.64	\$1.64	\$1.74	\$1.70	\$1.64
Signaling Notification Device	133.3%	<b>\$1.75</b>	\$0.75	\$0.84	\$0.84	\$0.84	\$0.89	\$0.87	\$0.84
Other Initiating Device	16.7%	<b>\$1.75</b>	\$1.50	\$3.00	\$3.00	\$3.00	\$3.18	\$3.10	\$3.00
Accessory Device	133.3%	<b>\$1.75</b>	\$0.75	\$0.84	\$0.84	\$0.84	\$0.89	\$0.87	\$0.84

## 3187 - Use Policy for Internet Access

### A. Purpose

The purpose of this policy is to set forth policies and guidelines for access to the Duluth Public Schools' computer system and ~~acceptable~~ **responsible** and safe use of the Internet, including electronic communications.

### B. General Statement of Policy

In making decisions regarding student and employee access to the Duluth Public Schools' computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, ~~bulletin boards,~~ **blogs**, and other resources while exchanging messages with people around the world. The school district expects that faculty will ~~blend thoughtful~~ **promote responsible** use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

### C. Limited Forum for District's Educational Use

The Duluth Public Schools is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

### D. Use of System is a Privilege

The use of the Duluth Public Schools' system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion,

exclusion or termination of employment; or civil or criminal liability under other applicable laws.

Guidelines for Internet Access use are contained in Regulation 3187R.

## Internet Safety

### A. Introduction

It is the policy of the Duluth Public Schools to:

- (1) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- (2) prevent unauthorized access and other unlawful online activity;
- (3) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; **and**
- (4) **educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response; and**
- (5) comply with the Children’s Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

### B. Definitions

Key terms are as defined in the Children’s Internet Protection Act.

### C. Access to Inappropriate Material

To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter the Internet. ~~or other forms of electronic communications, access to inappropriate information.~~ Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions **that are deemed of material deemed obscene or child pornography, or to any material deemed harmful to minors. obscene, child pornography, or harmful to minors.**

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

### D. Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Duluth Public Schools online computer network when using electronic mail, ~~chat rooms~~ **blogs**, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes:

- (1) unauthorized access, including so-called 'hacking,' and other unlawful activities; and
- (2) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

E. Supervision and Monitoring

It shall be the responsibility of all members of the Duluth Public Schools staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet protection Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Technology Department or designated representatives.

F. CIPA definitions of terms:

TECHNOLOGY PROTECTION MEASURE. The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

- (1) OBSCENE, as that term is defined in section 1460 of title 18, United States Code;
- (2) CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United States Code; or
- (3) Harmful to minors.

HARMFUL TO MINORS. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

- (a). Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

- (b). Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- (c). Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

(4) SEXUAL ACT; SEXUAL CONTACT. The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.

#### REFERENCES:

~~E-rate Central sample CIPA Internet Safety Policy~~  
 Children’s Internet Protection Act  
***Protecting Children in the 21<sup>st</sup> Century Act***

#### Legal References:

15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)  
 17 U.S.C. § 101 *et seq.* (Copyrights)  
 20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)  
 47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))  
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
 Minn. Stat. § 125B.15 (Internet Access for Students)  
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*United States v. American Library Association*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Layshock v. Hermitage Sch. Dist.*, 412 F.Supp. 2d 502 (2006)  
*J.S. v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)

#### Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
 MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School  
District Property by Nonschool Persons)

Adopted: 12-16-97      ISD709  
Revised: 7-17-2001  
Revised: 6-12-2007  
Adopted:  
Revised: 5-13-2008  
Revised: 4-02-2012  
Adopted:

### **3136 - Travel In-District, In-State, and Out-of-State**

The School Board encourages the employees of the School District to acquire skills through the attendance at seminars and workshops. Further, the School Board realizes the necessity of in-district, in-state, and out-of-state travel in order to maintain and improve the operation of the School District as well as acquiring skills for improving the system. The expenses associated with the above items, which include travel, lodging, meals, parking, and registration, are to be controlled by the immediate supervisor responsible for the budget of the function where the expenses are charged. All expenses must also comply with all applicable laws and policies of the School District. The supervisor must submit the appropriate forms with in the regulations set by the administration with copies forwarded to the Superintendent or designee. These expenses must be within the budgets established by the School Board and monitored by the Superintendent or designee. The internal and contracted auditors will monitor and report findings of exceptions to the policy to the School Board on a periodic basis. In the case of the Superintendent and the School Board, the School Board Treasurer will be responsible for approving the expenses. The Superintendent will be responsible for approving the expenses of the administrators who report to him/her.

Approved: 1-18-94 ISD 709

Revised: 6-20-95

### **3136R - Expenses--Travel In-District, In-State, and Out-of-State**

All employees must complete the appropriate forms, including a Professional Leave Request Form, when claiming and applying for expenses under Policy 3136. All travel including in and out of town workshops and seminars must be approved in advance by the appropriate supervisor. The approval must be evidenced on a Professional Leave Request Form, if applicable. All travel must be within the budgets established by the School Board. Travel costs shall be incurred in such a manner that actual dollar costs and employee time are minimized. Meal reimbursements are limited to the per diem rates of (\$25) per day for in-state travel and twenty-seven dollars (\$27) per day for out-of state travel. All reimbursement requests must be claimed within a reasonable period of time. All requests must be submitted within 60 days after they were paid or were incurred to be reimbursed by the District. Any excess advances must be returned to the District within 30 days after the date the expense was paid or incurred.

#### Out-of-State Travel

All out-of-state travel must be germane to the School District's mission and approved by the Superintendent or designee. Out-of-state travel must be approved by the Superintendent or designee at least two weeks in advance, unless some sort of an approvable emergency arises. All arrangements for air travel must be coordinated by the Business Services' Secretary. A minimum of a 21-day advance purchase is required for all air travel. Only coach travel is permissible unless the difference between first class and coach fare is (1) pre-paid by the employee, Board member or community member, (2) is required by law, or (3) is less costly than a 21-day advance coach fare. According to Minnesota State Statute 15.435 "Whenever public funds are used to pay for airline travel by an elected official or public employee, any credits or other benefits issued by any airline must accrue to the benefit of the public body providing the funding". Therefore, all air travel rewards/credits shall be credited to an account set up for the individual through the District. All District related travel credits must be credited to the individuals District account, and once a reward is earned the reward can be used for District related travel only.

#### Travel Expenses/Reimbursement

Reimbursement rates for travel shall be within Board adopted or amended budget guidelines and travel shall be at the most reasonable rate. Registration fees and banquet events shall be at actual costs. All costs must be reasonable and necessary. If a conference or seminar has an agenda, a copy of that agenda is to be attached to the Reimbursement Request. Reimbursements for meals are limited to the following amounts:

#### Meal Limitations :

	<u>In-State</u>	<u>Out-of-State</u>
Breakfast to	\$5.00	\$ 5.00
Lunch to	\$7.00	\$7.00
Dinner to	<u>\$13.00</u>	<u>\$15.00</u>
	\$25.00 a day	\$27.00 a day

An employee may not claim reimbursement for breakfast unless the employee was required to leave home before 6:00 a.m. or to be away from home overnight. An employee may not claim reimbursement for lunch unless the employee has traveled more than thirty-five (35) miles from the employee's regular or temporary workstation. An employee may not claim reimbursement for dinner unless the employee was still in a travel status after 7:00 p.m. or away from home overnight. If an employee is claiming reimbursement for a meal, the employee must indicate the starting and ending time of the travel.

#### Travel Expenses/Reimbursement

Limousine, bus service, taxi, or car rental must be at the most reasonable or efficient convenient rate that can be demonstrated. Parking receipts must be submitted with vouchers. Allowance for use of private vehicle is to reflect the current IRS approved reimbursement rate. Because it is possible that the rate may change within a reimbursement period, it is the employees responsibility to ensure the reimbursement is submitted at the proper rate/rates. The District reserves the right to establish an effective date different than the IRS effective date. District reimbursement rates and the effective dates will be posted on the District web site. The employee must provide actual odometer readings or use the mileage allowed per the District's official mileage charts.

The employee must submit airline travel credits (i.e. mileage, etc.) or other benefits (i.e. monetary vouchers for future travel, etc.) earned to the Business Services' Secretary within 14 days of the date of the return. A brief explanation of the reason for receiving the credit or benefit must be attached. Long distance business-related telephone calls or other identified incidental expenses necessary for business purposes must be verified for appropriateness.

#### In-District Meals and Refreshments

For an in-district meal or refreshment expenditure to be reimbursable to an employee or paid directly to a vendor, it must meet the criteria of being necessary, reasonable, and must directly serve a public purpose. Meal and meeting expenditures that are allowable consist of the following:

1. A meal expenditure may be permissible if only a breakfast, noon, or dinner meeting is possible and participants from outside of the School District are available only at that time.
2. A meal is provided at a training session and the session is conducted throughout the reasonable meal time.
3. A meal is available in lieu of overtime pay.
4. Coffee, soft drinks and/or juices and snacks are permissible for staff meetings.
5. A meal is reimbursable to an administrator or Board member if the meal is the product of an organization, other than the district itself, and attendance is necessarily beneficial to the School District and such benefits could not be obtained other than by attending the meal itself.
6. A meal is provided in lieu of hiring a substitute teacher.
7. Modest refreshments such as coffee, soft drinks, and/or juices and snacks may be provided at functions where members of the general public are in attendance.
8. Individuals who are not District employees are not entitled to travel expenses such as meals, lodging, or transportation unless prior approval has been given by the Superintendent or the appropriate director.

9. A modest meal can be provided students, parents, and staff if part of a school or District sponsored educational event or activity.
10. Reasonable transportation and childcare expenses may be permissible for parents who may otherwise not be able to attend an educational event or activity at their son/daughter's school or program. The expenditure would require prior approval by the building principal or program administrator and would be paid to the service provider upon proper documentation.
11. If the budget for a program or grant which includes specific funding for parent or community involvement is approved by the Board and a State Agency, the expenditure of such funds is appropriate and can be approved by the administrator responsible for the program or grant.
12. The Chair of the School Board shall have the prerogative to determine if a meal is needed for a Board meeting, committee meeting, or inservice meeting.
13. All expenditures for meals other than the twelve listed above are the personal responsibility of the School District employee who incurred the expense.

The Superintendent may grant exceptions to these general rules based on need to attend and availability of funds.

Approved: 6-9-70 ISD 709

Revised: 4-20-76

10-9-79

8-14-84

8-11-87

11-13-90

1-18-94

3-21-95

6-20-95

2-17-98

3-21-2000

7-17-2001

10-19-04

06-21-05

10-18-05

1-1-2007



**GROUP APPLICATION**

**EMPLOYER INFORMATION**

Employer <b>INDEPENDENT SCHOOL DISTRICT NO. 709</b>		Federal Tax ID Number <b>041-6003776</b>	Desired Effective Date <b>07/01/2012</b>	
Name and title of person responsible for benefits decisions <b>WILLIAM HANSON</b>			Phone <b>(218) 336-8704</b>	
Address <b>215 N. FIRST AVENUE E.</b>	City <b>DULUTH</b>	County <b>ST. LOUIS</b>	State <b>MN</b>	Zip Code <b>55802</b>
Name and title of person responsible for billing and accounting <b>SHELLY ST. GERMAINE</b>			Phone <b>(218) 336-8723</b>	
Email address <b>Shelly.stgermaine@duluth.k12.mn.us</b>			Fax <b>(218) 336-8765</b>	

**# OF EMPLOYEES TO BE INCLUDED IN COVERAGE**

**ELIGIBILITY CRITERIA**

The Public Employees Insurance Program requires that 75% of all eligible employees participate in the Program. Those individuals who waive coverage due to coverage elsewhere are not included in the 75% calculation.

Total # of eligible employees **1,114**  
 # of employees who waived & have no other coverage **0**  
 # of employees who waived due to coverage elsewhere **30**  
 # of early retirees/COBRA **174**  
**Total number to be included in PEIP 1,318**

Please attach a separate list of the following covered individuals (if any) with full names, social security numbers and effective date of coverage continuation:

- ♦ Cobra individuals
- ♦ Disabled individuals
- ♦ Retirees
- ♦ Other (explain)

The Public Employees Insurance Program allows employers the opportunity to determine eligibility criteria. If you would like to use the Program's **standard eligibility criteria** (listed below) check here:

- Yes  No If no, attach a copy of your group's eligibility policy. (Your policy must conform to the PEIP's minimum criteria guidelines. See employer manual for minimum requirements.)

**Standard Eligibility Criteria**

Eligible:

- ♦ Employees working at least 20 hours per week or more in a Collective Bargaining Unit or an Individual Contract
- ♦ Newly eligible employees. The first day of the month following the date of hire; employees hired on the first day of the school year shall be covered from their date of employment.
- ♦ Spouses
- ♦ Dependents
- ♦ Surviving dependents
- ♦ Retirees & early retirees as defined by ISD 709.

**SELECTION OF COVERAGE**

**COBRA/MIN Continuation/Retiree Billing**

**Health Coverage:**

Advantage High Plan  
 Advantage Value Plan  
 Advantage HSA Plan

Group will do own COBRA/Retiree Administration  
 PEIP will assist in COBRA/Retiree Billing and Administration

Group will bill for early retirees and COBRA  
 PEIP will bill early retirees and COBRA directly

**Optional Dental Coverage:**

Preventive Plan  
 Comprehensive Plan

**Employer Contributes:**

90-100% of employee premium.  
 50-89% of employee premium.

If dependent dental coverage is offered, family dental will be packaged with family medical (i.e. employees who choose family medical must choose family dental).

**Employee Life/Accidental Death & Dismemberment Insurance**

Minimum \$10,000, maximum \$300,000 available in \$5,000 increments. Amounts in excess of the group's guaranteed issue amount are subject to evidence of insurability. Employees who waive medical coverage because they are covered under another plan may still participate in life/AD&D insurance coverage, providing 100% of those employees participate in life/AD&D coverage.

Choose one:  \$10,000 flat amount per active employee  Amount equal to salary  Other (please specify below)  
 Eligibility:  All employees  Medical lock

Advance payment of \$ N/A is submitted with this application to be applied to monthly charges. This amount represents an estimate of the group's monthly premium, as calculated according to preliminary information supplied by the group to Innovo Benefits Administration. Make check payable to the Minnesota Public Employees Insurance Program.

Employer agrees to pay monthly, in advance (by the 25th of the prior month), the entire charges due for all participating individuals. In addition, the employer bears the responsibility to collect and pay to the Minnesota Public Employees Insurance Program any and all amounts to be contributed toward such charges by employees or early retirees of the employer.

**TERMS AND CONDITIONS**

1. By completing and signing this application for group coverage, you are agreeing to participate in the Minnesota Public Employees Insurance Program under all the terms and conditions contained in the proposal/renewal letter provided to you by the Minnesota Public Employees Insurance Program.
2. You agree that the eligibility guidelines in effect today may not be changed until the annual renewal.
3. You agree to participate for a two-year term.

Following receipt of this application, coverage selections and final rates will be confirmed in writing by the Program. Premiums are guaranteed for one year. Withdrawal from the Minnesota Public Employees Insurance Program at any time prior to the end of the two-year term may result in the state pursuing legal action against the employer. Withdrawal for any reason will result in the group's ineligibility to participate for two years.

This application constitutes an offer to purchase Minnesota Public Employees Insurance Program coverage. No contract is created until the applicant receives written confirmation of acceptance from the Minnesota Public Employees Insurance Program. No agent has the authority to waive any of the Minnesota Public Employees Insurance Program's rights or requirements or to make or alter any contract or policy. In accepting group coverage under the Minnesota Public Employees Insurance Program, it is acknowledged that:

1. The applicant is the employer for purposes of ERISA (to the extent applicable), COBRA and state law regarding continuation and conversion of group health coverage. The employer will therefore be responsible for notifying the PEIP of any and all information necessary to fulfill its obligations under these laws. The employer is also responsible for receiving from employees and forwarding to the PEIP notices of events such as an employee's divorce or legal separation or cessation of a child's eligibility under this Program.
2. The employer bears full responsibility for ensuring that its Plan satisfies any and all requirements of state or federal law that relate to employee benefit plans, including ERISA and HIPAA. Employer's legal counsel should be consulted to ensure compliance with these laws.
3. The employer assumes responsibility for collecting from employees and forwarding to the Minnesota Public Employees Insurance Program in a timely and accurate manner, notices of events such as addition of new employees, changes in coverage for employees or retirees, and changes in marital or dependent status of employees and retirees.
4. The employer understands that the monthly premium must be received in the billing and enrollment administrator's office by the 25th of the month in which you receive your invoice. The employer understands that the PEIP may terminate the employer's insurance coverage after two premium delinquencies and that there will be a \$20 service fee for all Non-Sufficient-Fund (NSF) checks.

**EMPLOYER SIGNATURE**

**EXCLUSIVE REPRESENTATIVE (if applicable)**

I hereby apply for coverage stated within. I have reviewed the proposal, the terms of coverage, and the terms and conditions of participation in the Minnesota Public Employees Insurance Program. I am submitting advance payment for the first month's estimated charges.

I have reviewed the selections of coverages and acknowledge that the selections are in accordance with the current collective bargaining agreement. I further acknowledge that charges for selected coverages will be collected and remitted to the billing and enrollment administrator by their employer according to the procedures established by PEIP.

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Exclusive representative signature

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Innovo Benefits Signature

\_\_\_\_\_  
Date

## SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the "School District", and the CITY OF DULUTH, hereinafter referred to as "City".

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 124.912, Subdivision 6, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### ARTICLE I

#### SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1. For the purpose of this Agreement, the term "school resource officer" shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children's and the community's needs and problems.

1.2. The duties of the school resource officer include the following:

a. Strive to develop a better understanding within the school system of the law enforcement process.

b. Confer with parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.

c. Identify problems focused on children by inspecting the school area, grounds and property while being watchful for loiterers and suspicious persons or

automobiles; by frequently visiting high-delinquency areas for law violators; and by observing matters conflicting with the best interests of the students.

d. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.

e. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.

f. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.

g. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The school resource officer shall not have disciplinary authority within the school.

## ARTICLE II

### FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2. The parties agree that during the life of this Agreement the number of school resource officers actually employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties. The parties agree to meet on an annual basis on or before April 1 of each year of this agreement to review the number of officers to be employed for the next upcoming school year.

2.1 School resource officers shall spend approximately sixty-nine (69%) percent of their time (annually) working directly on school district issues as identified in Paragraphs 1.2 a,b,c, above. This represents approximately 36 weeks with approximately 90 percent availability.

2.2 School District agrees to pay to the City \$52,750 per school resource officer for a total of four (4) school resource officers during each year of this two-year agreement in accordance with the following schedule:

- a. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on June 15<sup>th</sup> of each year of the agreement.
- b. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on December 15<sup>th</sup> of each year of the agreement.
- c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

### ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT

3. The School District shall be responsible for the following duties and/or services:

- a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.
- b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.
- c. Require its principals to coordinate the efforts of the school resource officer within the schools.

### ARTICLE IV RESPONSIBILITY OF CITY

4. The City shall be responsible for the following duties and/or services:

- a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.
- b. Assign each of the school resource officers using a team approach

which allows for better coverage during each school year. Assignments shall be at the discretion of the Chief of Police or the Chief's designee.

c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.

d. Provide training and education within the scope of the Police Department of the City.

e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department.

## ARTICLE V INDEMNITY AND HOLD HARMLESS

5. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

5.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

5.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School

District, its officers, agents or employees.

5.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

5.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

5.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

## ARTICLE VI GENERAL PROVISIONS

6. This Agreement shall be in effect for two years commencing on June 1, 2012 and ending on June 6, 2014. Either party may terminate this Agreement by providing six months written notice to the other of its intention to terminate this Agreement.

6.1 It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

6.2 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

6.3 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

6.4 This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with

the laws of the State of Minnesota.

6.5 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

6.6 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of Business Services, 215 N 1<sup>st</sup> Ave East, Duluth Minnesota 55802 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

6.7 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

6.8 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

6.9 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6.10 The understandings of Paragraph 6.9 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

*[Remainder of page left intentionally blank, signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO. 709

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
Clerk

DATE: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney



## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

## SCHOOL RESOURCE OFFICER

May 22, 2009

### I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people, and to develop and maintain a cooperative relationship with the Duluth School District.

### II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Patrol Area Community Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs.

### III. DUTIES AND RESPONSIBILITIES

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- actively promote and support the goals and mission statement of the Duluth Police Department;
- promote and participate in the Department Community Policing effort;
- operate under the direct administration and supervision of the Duluth Police Department;

## SCHOOL RESOURCE OFFICER

Page 2 of 3  
May, 22 2009

- conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department.
- work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- work with residents, businesses, students, and school staff to identify and resolve unique neighborhood/school problems and issues;
- serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- when available, respond to teachers' requests to speak to classes;
- perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- meet as needed with the Student Support Team (SST) and staff at the school;
- work in collaboration with the Safe Schools Healthy Students partners in the school site to participate in integrated service delivery for student;
- check school grounds for loiterers and take appropriate action;
- make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;

- establish a close association with youth who have committed delinquent acts to decrease recidivism;
- identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East*

Duluth, Minnesota 55802

Construction Management (218) 336-8907

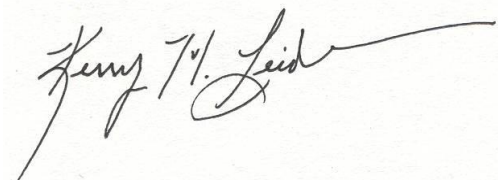
Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider 

**Date:** April 26, 2012

**Re:** Bid #1175, BP #4 – Structure/Enclosure/Interior/Mechanical/Electrical at East HS –  
Contract #0510 – Steel Erection – Northern Industrial Erectors, Inc. – Change  
Order #14

Bid #1175, Contract #0510– Steel Erection at East High School (Ordean site) was approved at the Regular School Board Meeting on February 23, 2010 with a base bid of \$571,956.00.

Change Order #14 to this bid is for additional labor due to misfabricated steel and additional work resulting from existing wall conditions which could not provide sufficient backing to mount handrails resulting in an increase of \$21,590.00. This value will be offset by a back charge to LeJeune of \$14,906.00 and a back charge to Lipe Brothers Construction, Inc. of \$235.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Bid #1175, Contract #0510 – Steel Erection at East High School adding \$21,590.00 to the previously awarded base bid and change orders for a new contract total of \$686,164.00.

Attachment

# CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMA-18 2012

APR 24 2012

OWNER	X <input type="checkbox"/>	PCO #	321
CONSTRUCTION MANAGER	X <input type="checkbox"/>		
ARCHITECT	X <input type="checkbox"/>		75
CONTRACTOR	X <input type="checkbox"/>		
FIELD	X <input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: EASTERN HIGH SCHOOL (BID # 1175)  
 (Name and address) 30 NORTH 40TH AVENUE EAST  
 DULUTH, MINNESOTA 55804

CHANGE ORDER NO.: 0510.014

INITIATION DATE: 4/11/2012

TO CONTRACTOR: NORTHERN INDUSTRIAL ERECTORS, INC.  
 (Name and address) 2500 GLENWOOD DRIVE (PO BOX 308)  
 GRAND RAPIDS, MINNESOTA 55744

PROJECT NOS.: 0807.01

CONTRACT FOR: Contract #0510 Steel  
Erection

CONTRACT DATE: 2/24/2010

The Contract is changed as follows:  
 Provide labor and material as necessary to complete the work for  
 Request Field Change Order #252 as noted on the attached page  
 as RFCO #252.

**RECEIVED**  
 APR 25 2012

I.S.D. #709  
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**Not valid until signed by the Owner, Construction Manager, Architect and Contractor.**

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	571,956.00
Net change by previously authorized Change Orders .....	\$	92,618.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	664,574.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) (unchanged) by this Change Order .....	\$	21,590.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be ....	\$	686,164.00
The Contract Time will be (increased) (decreased) (unchanged) by .....		ZERO ( -0- ) days
The date of Substantial Completion as of the date of this Change Order therefore is .....		unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

PROGRAM MANAGER: JOHNSON CONTROLS, INC.

ARCHITECT: ARCHITECTURAL RESOURCES, INC.

ADDRESS 215 North 1st Avenue East, Rm. 100, Duluth, MN 55802

ADDRESS 126 East Superior Street, Duluth, MN 55802

BY: [Signature] DATE: 4/25/12  
 CONSTRUCTION MANAGER: BOSSARDT CORPORATION

BY: [Signature] DATE: 4/23/12

ADDRESS 3270 West 84th Street, Ste. 550, Mpls, MN 55437

BY: [Signature] DATE: 4/18/12  
 CONTRACTOR: NORTHERN INDUSTRIAL ERECTORS, INC.

OWNER: INDEPENDENT SCHOOL DISTRICT #709

ADDRESS: 2500 Glenwood Drive, Grand Rapids, MN 55744

ADDRESS 215 North 1st Avenue East, Duluth, MN 55802

BY: [Signature] DATE: 4-17-12

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**CAUTION:** You should use an original AIA document which has this caution printed in red.  
 An original assures that changes will not be obscured as may occur when documents are reproduced.





## FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider 

**Date:** April 26, 2012

**Re:** Bid #1165 – Eastern Middle School Project – WS #5 – Structural Steel/Metal Fabrication - Supply – Duluth Steel Fabricators, Inc. – Change Order #10

Bid #1165, WS #5 – Structural Steel/Metal Fabrication - Supply at Eastern Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$89,210.00.

Change Order #10 to this bid is for additional steel for the band room roof and added lintels and columns resulting in an increase of \$12,739.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #5 – Structural Steel/Metal Fabrication - Supply at Eastern Middle School adding \$12,739.00 to the previously awarded base bid and change orders for a new contract total of \$110,297.00.

Attachment



**AIA**

**Document G701/CMa™ - 1992**

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# 170  
APR 19 2012

I.S.D. #709  
FACILITIES MGMT

**Change Order - Construction Manager-Adviser Edition**

**PROJECT (Name and address):**  
Eastern Middle School - Bid #1165  
2900 East 4<sup>th</sup> Street  
Duluth, MN 55812

**CHANGE ORDER NUMBER:** 010  
**INITIATION DATE:** September 29<sup>th</sup>, 2011

**OWNER:**   
**CONSTRUCTION MANAGER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO CONTRACTOR (Name and address):**  
Duluth Steel Fabricators, Inc.  
5900 Main Street  
Duluth, MN 55807

**PROJECT NUMBERS:** 080331 / 90281-2  
**CONTRACT DATE:** October 7, 2009  
**CONTRACT FOR:** Work Scope 05

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- Item No. 001 - PCO #344 - Added steel material per alternate #3 - band room roof.  
Total Amount Item No. 001: \$9,169.00
- Item No. 002 - PCO #348 - Additional material per RFI #173.  
Total Amount Item No. 002: \$1,188.00
- Item No. 003 - PCO #340R - Added lintels and columns per LHB PR #65-R1.  
Total Amount Item No. 003: \$2,382.00

Total Amount This Change Order: \$12,739.00

The original Contract Sum was	\$	89,210.00
Net change by previously authorized Change Orders	\$	8,348.00
The Contract Sum prior to this Change Order was	\$	97,558.00
The Contract Sum will be increased by this Change Order in the amount of	\$	12,739.00
The new Contract Sum including this Change Order will be	\$	110,297.00

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2012.

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

**Kraus-Anderson Construction Company**  
**CONSTRUCTION MANAGER (Firm name)**  
8625 Rendova Street NE, PO Box 158, Circle Pines, MN 55014

**LHB Engineers & Architects**  
**ARCHITECT (Firm name)**  
21 West Superior Street Suite 500, Duluth, MN 55802

**ADDRESS**  
*Patrick Mulcahey*  
**BY (Signature)**  
Patrick Mulcahey  
**(Typed name)**      **DATE:** 2-27-12

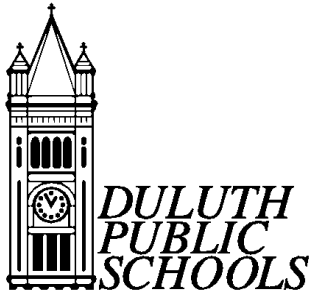
**ADDRESS**  
*Kevin Holm*  
**BY (Signature)**  
Kevin Holm  
**(Typed name)**      **DATE:** 4-4-12

**Duluth Steel Fabricators, Inc.**  
**CONTRACTOR (Firm name)**  
5900 Main Street, Duluth, MN 55807

**Duluth Public Schools - ISD #709**  
**OWNER (Firm name)**  
215 North 1st Avenue East, Duluth, MN 55802

**ADDRESS**  
*Mark Youngren*  
**BY (Signature)**  
Mark Youngren  
**(Typed name)**      **DATE:** 2-24-12

**ADDRESS**  
*Bill Hanson*  
**BY (Signature)**  
Bill Hanson  
**(Typed name)**      **DATE:**



## FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider 

**Date:** April 26, 2012

**Re:** Bid #1165 – Eastern Middle School Project – WS #5 – Structural Steel/Metal Fabrication - Supply – Duluth Steel Fabricators, Inc. – Change Order #11

Bid #1165, WS #5 – Structural Steel/Metal Fabrication - Supply at Eastern Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$89,210.00.

Change Order #11 to this bid is for additional steel for the opening at the abandoned stairs and a deduct for work that is not proceeding resulting in an increase of \$910.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #5 – Structural Steel/Metal Fabrication - Supply at Eastern Middle School adding \$910.00 to the previously awarded base bid and change orders for a new contract total of \$111,207.00.

Attachment



# AIA Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT (Name and address):**  
Eastern Middle School - Bid #1165  
2900 East 4<sup>th</sup> Street  
Duluth, MN 55812

**CHANGE ORDER NUMBER:** 011  
**INITIATION DATE:** December 7<sup>th</sup>, 2011

**OWNER:**   
**CONSTRUCTION MANAGER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO CONTRACTOR (Name and address):**  
Duluth Steel Fabricators, Inc.  
5900 Main Street  
Duluth, MN 55807

**PROJECT NUMBERS:** 080331 /  
90281-2  
**CONTRACT DATE:** October 7, 2009  
**CONTRACT FOR:** Work Scope 05

### THE CONTRACT IS CHANGED AS FOLLOWS:

Item No. 001 - PCO #412 - Additional cost for steel per RFI #190.  
Total Amount Item No. 001: \$1,030.00  
Item No. 002 - PCO #408 - Added material per LHB PR #83-R1.  
Total Amount Item No. 002: \$431.00  
Item No. 003 - PCO #422 - Added steel per RFI #222.  
Total Amount Item No. 003: \$637.00  
Item No. 004 - PCO #348 - Deduct material per RFI #173. Not proceeding with work.  
Total Amount Item No. 004: \$(1,188.00)  
Total Amount This Change Order: \$910.00

The original Contract Sum was	\$	89,210.00
Net change by previously authorized Change Orders	\$	21,087.00
The Contract Sum prior to this Change Order was	\$	110,297.00
The Contract Sum will be increased by this Change Order in the amount of	\$	910.00
The new Contract Sum including this Change Order will be	\$	111,207.00

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2012.

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**RECEIVED**  
APR 19 2012

I.S.D. #709  
FACILITIES MGMT



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East*

*Duluth, Minnesota 55802*

Construction Management (218) 336-8907


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider 

**Date:** April 26, 2012

**Re:** Bid #1165 – Eastern Middle School Project – WS #16– Drywall and Plaster –  
RTL Construction, Inc. – Change Order #11

Bid #1165, WS #16 – Drywall and Plaster at East Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$365,471.00.

Change Order #11 to this bid is for duct chase revisions, to provide a lintel, fur out the west wall of room 3215, and rock, frame and tape furring walls and new walls and ceiling resulting in an increase of \$33,654.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #16 – Drywall and Plaster at East Middle School adding \$33,654.00 from the previously awarded base bid and change orders for a new contract total of \$477,563.00.

Attachment3

# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

<b>PROJECT (Name and address):</b> Eastern Middle School - Bid #1165 2900 East 4 <sup>th</sup> Street Duluth, MN 55812	<b>CHANGE ORDER NUMBER:</b> 011 <b>INITIATION DATE:</b> March 1 <sup>st</sup> , 2012	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> RTL Construction, Inc. 4000 Valley Industrial Boulevard South Shakopee, MN 55379	<b>PROJECT NUMBERS:</b> 080331 / 90281-2 <b>CONTRACT DATE:</b> October 7, 2009 <b>CONTRACT FOR:</b> Work Scope 16	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- Item No. 001 - PCO #439 - Duct chase revisions per LHB PR #94.  
Total Amount Item No. 001: \$2,838.00
- Item No. 002 - PCO #451 - Rock, frame, and tape furring walls per LHB PR #102.  
Total Amount Item No. 002: \$2,189.00
- Item No. 003 - PCO #456 - Fur out West wall of room 3215 per RFI #245.  
Total Amount Item No. 003: \$1,386.00
- Item No. 004 - PCO #435 - Frame, rock, and tape new walls and ceiling per LHB PR #93.  
Total Amount Item No. 004: \$27,035.00
- Item No. 005 - PCO #355 - Additional drywall per LHB PR #72-R1.  
Total Amount Item No. 005: \$206.00
- Item No. 006 - PCO #362R - No Cost Change per LHB PR #75-R1.  
Total Amount Item No. 006: \$0.00
- Item No. 007 - PCO #445 - No Cost Change per LHB PR #100.  
Total Amount Item No. 007: \$0.00

Total Amount This Change Order: \$33,654.00

The original Contract Sum was	\$	365,471.00
Net change by previously authorized Change Orders	\$	78,438.00
The Contract Sum prior to this Change Order was	\$	443,909.00
The Contract Sum will be increased by this Change Order in the amount of	\$	33,654.00
The new Contract Sum including this Change Order will be	\$	477,563.00

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is June 1, 2012.

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**RECEIVED**  
APR 19 2012

I.S.D. #709  
FACILITIES MGMT



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East*

Duluth, Minnesota 55802

Construction Management (218) 336-8907

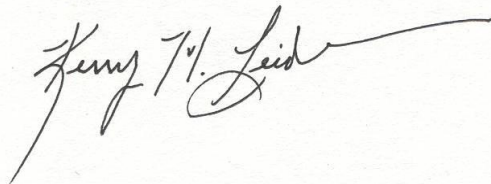
Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider 

**Date:** April 26, 2012

**Re:** Bid #1173, Bid Line 11 – Mechanical Equipment Package for Laura MacArthur School – Modular Energy Recovery Units– The Trane Company – Change Order #2

Bid #1173, Bid Line 11 – Mechanical Equipment Package for Laura MacArthur School – Modular Energy Recovery Units was approved at the Regular School Board Meeting on December 15, 2009 with a base bid of \$75,109.00.

Change Order #2 to this bid is for ERVU storage charges resulting in an increase of \$500.00.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Bid #1173, Bid Line 11 – Mechanical Equipment Package for Laura MacArthur School adding \$500.00 to the previously awarded base bid and change orders for a new contract total of \$98,187.00.

Attachment

5344106

# CHANGE ORDER

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMA



PCO #112 83

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

APR 17 2012

FEB 01 2012

(Instructions on reverse side)

**PROJECT:** LAURA MACARTHUR ELEMENTARY SCHOOL  
 (Name and address) BID PACKAGE #1173  
 720 NORTH CENTRAL AVENUE  
 DULUTH, MINNESOTA 55807

**CHANGE ORDER NO.:**  
2312-02

**INITIATION DATE:**  
10/04/11

**TO CONTRACTOR:**  
 (Name and address) THE TRANE COMPANY  
 775 VANDALIA STREET  
 ST. PAUL, MINNESOTA 55114

**PROJECT NOS.:**  
0807-04

**CONTRACT FOR:**  
Contract #2312

**CONTRACT DATE:** Energy Recovery Ventilation Units

The Contract is changed as follows:

12/16/2009

**RECEIVED**  
APR 19 2012

Provide labor and material as necessary to complete the work for Proposal Request #021 and Request Change Order #-38 as noted on the attached page as PR #021 and RCO #038.

I.S.D.#709  
FACILITIES MGMT

**Not valid until signed by the Owner, Construction Manager, Architect and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was ..... \$ 75,109.00  
 Net change by previously authorized Change Orders ..... \$ 22,578.00  
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was ..... \$ 97,687.00  
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order ..... \$ 500.00  
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be .... \$ 98,187.00  
 The Contract Time will be (increased) (decreased) (unchanged) by ..... zero (-0- ) days  
 The date of Substantial Completion as of the date of this Change Order therefore is ..... unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

PROGRAM MANAGE JOHNSON CONTROLS, INC.  
 ADDRESS: 215 North 1st Avenue East, Rm. 100, Duluth, MN 55802

ARCHITECT: DSGW  
 ADDRESS: 2 West First Street, Duluth, Minnesota 55801

BY: *Kevin Stoney* DATE: 4/19/12

BY: *Kelly Chen* DATE: 4/16/12

CONSTRUCTION MANAGER: BOSSARDT CORPORATION  
 ADDRESS: 270 West 84th Street, Ste. 550, Mpls, MN 55437

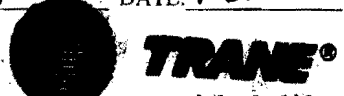
BY: *Todd Deuser* DATE: 3/28/12

OWNER: INDEPENDENT SCHOOL DISTRICT #709  
 ADDRESS: 215 North 1st Avenue East, Duluth, MN 55802

CONTRACTOR: THE TRANE COMPANY  
 ADDRESS: 775 Vandalia Street, St. Paul, Minnesota 55114

BY: *Christopher Dayton* DATE: 1-30-12

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that the document will not be obscured as may occur when documents are reproduced.

**Acknowledged on the same basis as the original purchase order**





## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East  
Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To: Bill Hanson  
School Board Members**

**From: Kerry M. Leider**

**Date: May 2, 2012**

**Re: Bid #1184, Bid Package #2 –West Middle School (WS #37) – Electrical,  
Communications and Security – Change Order #9 – APi Electric, Inc**

Bid #1184, BP #2, WS #37 – Electrical, Communications and Security at West (Lincoln Park) Middle School was approved at the Special School Board Meeting on June 15, 2010 with a base bid of \$3,284,650.00.

Change Order #9 to this bid is for the theatrical lighting in the auditorium and sound systems in the auditorium, gymnasium, and pool resulting in an increase of \$383,264.00. This information was presented to the School Board at the regular School Board Meeting on March 20, 2012 to obtain the authorization to proceed with this work by change order. It was further understood the actual change order, once received, would be brought to the School Board for action to formally authorize the change order once the final value was received and recommended.

**Recommendation:**

It is recommended the School Board approve the change order as listed above pertaining to Bid #1184, BP #2 (WS #37) – Electrical, Communications and Security at West (Lincoln Park) Middle School adding \$383,264.00 to the previously awarded base bid and change orders for a new contract total of \$3,773,074.00.

Attachment





## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East  
Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson  
School Board

**From:** Kerry M. Leider

**Date:** April 30, 2012

**Re:** South St. Louis County Soil and Water Conservation District Lease Agreement

Attached please find a copy of the lease agreement between the South St. Louis County Soil and Water Conservation District and ISD 709 covering the period from July 1, 2012 – June 30, 2017. In the previous lease agreement, an annual adjustment was made to the base rent, which was determined by the previous ten-year averaging of the CPI for the Minneapolis Metropolitan Area. Under the terms of the new agreement, this process will continue with the base rent increasing by 2.2% annually during the five-year period. Therefore, the annual base rent beginning on July 1, 2012 will be \$11,067.00. Please note that this lease agreement has been sent to the South St. Louis County Soil and Water Conservation District for review.

It is my recommendation the school board approve this lease agreement based on the terms contained herein. If you have any question or need additional information, please call me.

Attachment

**LEASE**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA**

**And**

**SOUTH ST. LOUIS COUNTY SOIL AND WATER CONSERVATION DISTRICT**

THIS INDENTURE OF LEASE, effective the 30<sup>th</sup> day of **April, 2012**, by and between Independent School District #709, a public corporation, party of the First Part, hereinafter called Lessor, and South St. Louis County Soil and Water Conservation District public body corporate, party of the second part, hereinafter called the Lessee, organized and operating under Minnesota Statutes § 103C.201 (a Soil and Water Conservation District).

**AGREEMENT**

**ARTICLE 1. - DEFINITIONS**

- 1.1 **AUTHORITY TO LEASE:** Independent School District Number 709 is authorized to lease facilities according to M.S. Sec 123B.02.
- 1.2 **THE LESSOR shall mean:** Independent School District Number 709, A Minnesota Public Corporation.
- 1.3 **THE LESSEE shall mean:** South St. Louis County Soil and Water Conservation District public body corporate, party of the second part, hereinafter called the Lessee, organized and operating under Minnesota Statutes § 103C.201, a Soil and Water Conservation District.
- 1.4 **BUILDING shall mean:** A building located at 215 North First Avenue East, know as Historic Old Central High School and designated as the "Central Administration Building" of the Duluth Public Schools.
- 1.5 **EXCLUSIVE SPACE shall mean** that portion of the Building to which the Lessee shall have the exclusive right of occupancy under this Agreement. The Exclusive Space is more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, said area leased having a floor space of approximately 1,099 square feet.
- 1.6 **PARKING LOT shall mean** those lots owned or leased by the Lessor that are located near or adjacent to the building and for which the Lessee may be granted the privilege to access and occupy parking spaces.
- 1.7 **COMMON AREAS shall mean** those portions of the Building, excluding the Exclusive Space for which the Lessee shall have a right of access under this Agreement and for which the

Lessee shall be entitled to use for purposes of access and egress to Exclusive Space. The Common Areas specifically include, with limitations described in Article 5 of this agreement, rest room facilities, and the hallways and vestibules necessary to access such rooms.

1.8 PREMISES shall mean collectively the Exclusive Space, the Parking Lot, the Common Areas, and any other areas to which the Lessee shall be entitled to access under the Agreement.

#### ARTICLE 2. - GRANT OF OCCUPANCY TO EXCLUSIVE SPACE

2.1 The Lessor does hereby demise and let unto the Lessee, and the Lessee does hereby lease from the Lessor, the Exclusive Space described in Exhibit A.

#### ARTICLE 3. - TERM

3.1 Term. The term of this Agreement shall be for a period of five years beginning on the First day of July 2012 and ending on the 30th day of June 2017.

#### ARTICLE 4. - RENT

4.1 Base Rent. The Lessee shall pay to the Lessor annual rent in the amount of Eleven Thousand Sixty Seven Dollars (**\$11,067.00**), payable in twelve (12) equal installments beginning on the commencement date and continuing on the first day of each month thereafter. On July 1 of every year thereafter, the annual rent amount will be increased to the following amounts:

Year Two (2) – Eleven Thousand Three Hundred Ten Dollars (**\$11,310.00**);  
 Year Three (3) – Eleven Thousand Five Hundred Fifty Nine Dollars (**\$11,559.00**)  
 Year Four (4) – Eleven Thousand Eight Hundred Thirteen Dollars (**\$11,813.00**); and  
 Year Five (5) – Twelve Thousand Seventy Three Dollars (**\$12,073.00**).

The Lessee, at its option, may prepay the annual base rent by paying the amount specified above on the first rental payment date and on May 1 of each calendar year thereafter. There shall be no penalty for prepayment of rent.

Except as otherwise expressly provided herein, the Lessee covenants and agrees that if at any time it fails to pay any amount required by this Agreement, or to obtain, pay for, maintain or deliver any of the insurance policies required hereunder, or fails to make any other payment or perform any other act required by this Agreement, then the Lessor, after notice to the Lessee, without waiving or releasing the Lessee from any obligation hereunder and without assuming any obligation to do so, may effect any such insurance coverage and pay premiums therefore and may make any other payment or perform any other act on behalf of the Lessee in such manner and to such extent as the Lessor desires. All sums so paid by the Lessor and any necessary and incidental costs and expenses incurred by the Lessor on behalf of the Lessee, together with interest thereon at the rate of eight percent (8%) per annum from the date the Lessor incurs such expenditure, shall be payable to the Lessor as additional rent, and except as otherwise provided for in this Agreement, shall be payable on demand or at the option of the Lessor, added to any amount then due or thereafter becoming due under the Agreement. The Lessee covenants to pay any such sum or sums with interest to the Lessor and the Lessor shall have (in addition to any other right or

remedy of the Lessor) the same rights and remedies as in the case of a default by the Lessee in the payment of rent.

#### ARTICLE 5. - USE

5.1 Permitted Uses. Unless specifically agreed to in writing by the Lessor, the Lessee shall use the Premises only for the following purposes:

5.1.A. To conduct business associated to and in connection with their purpose granted and authorized by Minnesota Statutes § 103C.201.

5.2 Non-discrimination Covenant. The Lessee hereby covenants and agrees that it will not engage in or permit unlawful discrimination against persons seeking access to the Premises or to programming conducted by the Lessee on the basis of age, sex, race, religion, color, creed or national origin, status of recipient of economic assistance, or status as a veteran

5.3 Parking Lot. The Lessor does hereby grant unto the Lessee the privilege to access and occupy up to eight parking spaces for which the Lessor will issue the Lessee window tags that will be used to identify vehicles authorized to occupy spaces on the premises. Parking space is available on a first come basis and may not be available at all times of the day. The Lessee accepts that this privilege is subject to change and will depend on the availability of space and any other changes that affect the Lessor's ability to grant this privilege.

5.4 Prohibited Uses. The Lessee shall not use or occupy the Premises or knowingly permit the Exclusive Space to be used or occupied for any purpose or activity which is contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy effecting the same, or which would be likely to cause structural injury to the Premises or improvements thereon or cause the value or usefulness of the Premises or any part thereof to be substantially diminished, or which would adversely affect the Lessor's activity on or adjacent to the Premises, or which would constitute a public or private nuisance or waste. Upon discovery of any use prohibited hereunder, the Lessee shall promptly take all necessary steps to discontinue such non-conforming use.

#### ARTICLE 6. – MANAGEMENT

6.1. Exclusive Space. The Lessee shall allow the Lessor access to those areas to which it is entitled pursuant to Article 13.2 of this Agreement.

6.2. Parking Lot. If for any reason the Lessor determines the use of the parking lots needs to be changed or restricted the Lessee will upon notice make the required changes in its use of the lots.

#### ARTICLE 7. - SUPERVISION AND EQUIPMENT

7.1 Supervision. Each party shall provide reasonable supervision and security for all activities scheduled by it.

7.2 Appropriate Activities. The parties agree that they will limit their activities in the Premises to those for which the Premises was designed and which will not present an unreasonable risk of damage or destruction to the facility or equipment or carry an unreasonable risk of injury to the participants supervisors or spectators. Activities to be conducted in the Exclusive Space or the Common Area that would violate the terms of this section must be approved in advance by both parties.

#### ARTICLE 8. - ORDINANCES BUILDING RESTRICTION'S AND REGULATION'S

8.1 The Lessee during the term of this Agreement shall at its expense comply with all valid applicable laws ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting the Premises and any improvements thereon or the use thereof. The Lessee shall indemnify and hold the Lessor harmless from the consequences of any violation of any such law ordinance or regulation by the Lessee. The Lessee shall not permit any activity contrary to any law ordinance or regulation to occur in the Exclusive Space and during such times as it has the exclusive right to occupy any portion of the Common Areas, it will take reasonable measures to prevent the activities from occurring in such portion(s) of the Common Space. Notwithstanding the foregoing and Section 5.3 it shall be the Lessor's responsibility, rather than the Lessee's responsibility to ensure that the Building and the Premises exclusive of any improvements or alterations made by the Lessee to the Exclusive Space subsequent to the Commencement Date are constructed and maintained in accordance with all building codes ordinances and laws.

#### ARTICLE 9. - ALTERATIONS

9.1 No Alterations Without Consent. The Lessee shall make no changes or alterations to the exterior of the Building without the Lessor prior written approval. The Lessee may at its expense make changes or alterations to the interior of the Premises provided that the Lessor has first consented in writing to the proposed plans and specifications for said changes or alterations. The Lessor shall not unreasonably withhold consent to such alterations provided that the Lessor shall be entitled to withhold consent if it determines in its reasonable discretion that the improvements proposed by the Lessee will not be useful to the Lessor upon reversion of the Premises to the Lessor at the termination of the Agreement. The Lessee shall have the right to erect and maintain a sign identifying its presence in the Building subject to the mutual agreement of the parties regarding the size, location, and design of the sign. The parties agree that such sign shall be aesthetically consistent with the exterior of the Building.

9.2 Mechanic's Liens. The Lessee shall not suffer or permit any statements of mechanic's liens to be filed against the Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Premises or any part thereof through or under the Lessee. If any such statement of mechanic's lien shall at any time be filed against the Premises, the Lessee shall cause the same to be discharged of record within twenty (20) days after the date of actual notice to the Lessee of filing the same. If the Lessee shall fail to discharge such mechanic's lien within such period, then in addition to any other right or remedy of the Lessor, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court, by giving security, in such other manner as is or may be prescribed by law. Any amount paid by the Lessor

for any of the aforesaid purposes, and all reasonable other expenses of the Lessor, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of eight percent (8%) per annum from the date of payment, shall be repaid by the Lessee to the Lessor on demand, and it unpaid may be treated as Additional Rent. The Lessor shall have the right to post and maintain on the Premises notices of non-responsibility under the laws of Minnesota, and nothing herein shall be construed to subject the Lessor's property, if otherwise exempt to such liens.

#### ARTICLE 10. - REPAIRS AND MAINTENANCE

10.1 Obligations of Lessee. The Lessee, at its sole cost and expense, shall repair, restore or replace promptly to the satisfaction of the Lessor all damage or injury to the Building or the fixtures, appurtenances and equipment relating thereto caused by: the Lessee moving property in or out of the Premises; installation or removal of furniture, fixtures, equipment or other property by the Lessee, its agents, contractors, servants or employees; or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other causes of the Lessee, its servants, employees, agents, visitors or licensees. All repairs, restorations and replacements shall be in quality and class equal to the original work. If the Lessee fails to make such repairs, restorations or replacements, the same may be made by the Lessor, and the Lessee shall pay the same to the Lessor within five (5) days' rendition of a bill or statement therefore. Notwithstanding the foregoing, under no circumstances shall the Lessee be obligated to make any repairs or replacements made necessary as a result of damage caused by fire or other casualty, caused beyond its control, or any cause that would ordinarily be covered by a first and extended coverage insurance policy, irrespective of any negligence on the Lessee's part causing or tending to cause the same. The Lessee shall not be obligated to make any repairs or replacements made necessary as a result of the Lessor's negligence, wrongful conduct or breach of this Agreement.

10.2 Scheduled Maintenance. The Lessor shall prepare at the Lessor's expense, a schedule of recommended routine maintenance and repairs for the Exclusive Space. If requested by the Lessee the Lessor shall perform such routine maintenance and repairs. The Lessee shall pay the reasonable cost of such maintenance and repair services performed by the Lessor, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement. The Lessor shall also, upon the Lessee's request, perform additional specific maintenance and repairs to the Exclusive Space, the reasonable cost of which shall be paid by the Lessee, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement.

10.3 No Duty for the Lessor to Repair. Nothing herein contained shall imply any duty on the part of the Lessor to do any such work which the Lessee may be required to perform under any provision of this Agreement and the performance thereof by the Lessor shall not constitute a waiver of the Lessee' default in failing to perform the same.

10.4 Obligations of Lessor. The Lessor shall, during the term of this Agreement, at its expense keep the electrical, plumbing, air conditioning equipment (if any), heating equipment, water system, toilet facilities, and other machinery and equipment in the Building, and the roof, foundation, and structural elements of the Building, in good condition and repair, and shall promptly and adequately repair all damaged or broken glass, fixtures and appurtenances within a

reasonable period of time. The Lessor shall also maintain the, sidewalks and parking facilities in a clean and orderly condition consistent with the practices of the Lessor for the other facilities in its School system.

10.5 Daily Building Operations and Cleaning. Related to the Exclusive Space, the Lessor shall be responsible for the daily operation of building mechanical systems, every other day vacuuming of carpets, daily removal of refuse that is placed in designated refuse receptacles. The Lessor shall be responsible for the cleaning of Common Space related to its activities and uses permitted by this lease or otherwise permitted.

#### ARTICLE 11. - INSURANCE

11.1 The Lessee shall, at its sole cost and expense, be responsible for obtaining and maintaining:

11.1a Insurance for its fixtures and personal property in or about the Exclusive Space against loss or damage by fire or other casualty. Such insurance coverage shall be for the benefit of both the Lessor and the Lessee, as their respective interests may appear.

11.1b. General public liability insurance against claims for personal injury, death or property damage occurring upon or about the Premises and on in or about the adjoining lands, streets and passageways, such insurer to afford protection to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to injury or death to a single person, to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to any one accident, and to the limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) with respect to any property damage, naming both the Lessor and the Lessee as insured.

Such policies of insurance to be obtained by the Lessee shall be written in companies reasonably satisfactory to the Lessor, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to the Lessor. Such policies shall be delivered to the Lessor endorsed "premium paid" or with a receipt for payment of the premium issued by the company or agency issuing the policy or accompanied by other evidence satisfactory to the Lessor that the premiums thereon have been paid, not less than ten (10) days prior to occupancy of the Premises and the expiration of any then current policy. The policy must include a provision the Lessor be notified in writing prior to any cancellation.

#### ARTICLE 12. - INDEMNITY

12.1 Obligations of Lessee. The Lessee shall indemnify and hold the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations; arising from the conduct or management of all activities or from any work or thing whatsoever done in or about the Premises by the Lessee; arising from any breach or default on the part of the Lessee in the performance of any covenants or agreement on the part of the Lessee to be performed pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessee, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the Term of this Agreement in or about the Exclusive Space and Common Areas (during such times as the Lessee has the

exclusive right of access to such Common Areas) incurred by any person, firm or corporation participating in a program of the Lessee or present at the invitation of the Lessee. The Lessee shall further indemnify and hold the Lessor harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessor. Counsel selected by the Lessee's insurance carrier shall be deemed satisfactory to the Lessor. Notwithstanding the foregoing and anything; in this Agreement to the contrary, the Lessee shall not be obligated to defend, indemnify or hold the Lessor harmless as to any claim, or matter based on the Lessor's negligence, wrongful conduct or breach of this Agreement; or as to claims or matters arising from latent defects in the Premises existing on the date of this commencement of the term of this Agreement.

12.2 Obligations of Lessor. The Lessor shall indemnify and hold the Lessee harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations: arising from the conduct or management of all activities or from any work or thing whatsoever done by the Lessor in or about the Premises, Common Areas, or the Parking Lots; arising from any breach or default on the part of the Lessor in the performance of any covenant or agreement on the part of the Lessor to be performed, pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessor, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the term of this Agreement in or about the Premises (excluding the Exclusive Space), Common Areas, or the Parking Lots incurred by any person, firm or corporation participating in a program of the Lessor or present at the invitation of the Lessor. The Lessor shall further indemnify and hold the Lessee harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessee by reason of any such claim, the Lessor, upon notice from the Lessee, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessee. Counsel selected by the Lessor, or its insurance carrier if any, shall be deemed satisfactory to the Lessee. Notwithstanding the foregoing and anything in this Agreement to the contrary, the Lessor shall not be obligated to defend, indemnify or hold the Lessee harmless as to any claim or matter based on the Lessee's negligence, wrongful conduct or breach of this Agreement.

12.3 Release and Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary (including, without limitation, sections 5.3, 10.1, 12.1, 12.2, 15.1 and Articles 17 and 20), each party hereunder (the "releasing party") hereby releases the other party and the other party's agents, employees, licensees and invitees (the "released party"), from any and all liability or responsibility to the releasing party or anyone claiming through or under the releasing party by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty which would ordinarily be covered under a fire and extended coverage or supplementary contract of insurance (whether or not the releasing party has such insurance), even if such fire or other casualty shall have been caused by the fault or negligence of the released party, or anyone for whom such party may be responsible. Such release applies notwithstanding whether the releasing party's policies (if any) shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasing party to recover there under except as expressly provided in this Agreement.

### ARTICLE 13. - LESSOR'S USE AND ACCESS TO PREMISES

13.1 Use of Building by the Lessor. As part of the consideration for this Agreement, the Lessor reserves for itself the exclusive use of all portions of the Building not specifically identified as Exclusive in Exhibit A, or Common Space. The Lessor may use said space for any purpose it deems necessary or appropriate.

13.2 Access to Exclusive Space by the Lessor. The Lessee shall permit the Lessor and the authorized representatives of the Lessor to enter the Exclusive Space at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, regulations or requirements of any public authority or of the Lessor's of fire underwriters or any similar body. However, except as expressly provided in this Agreement, nothing in this Agreement shall be construed so as to impose any obligation on the Lessor to make any such repairs, alterations or improvements. The Lessor may, during the progress of any work on the Exclusive Space, keep and store upon the Exclusive Space all necessary materials, tools and equipment. The Lessor shall not, in any event, be liable for any inconvenience, annoyance, disturbance, and loss of business or other damage to the Lessee by reason of making repairs or the performance of any work on the Exclusive Space or on account of bringing materials, supplies and equipment into or to the Exclusive Space during the course thereof. The obligations of the Lessee under this Agreement shall not thereby be affected in any manner whatsoever. The Lessor agrees, however, in connection with the performance of any such work, to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee as may reasonably be possible in the circumstances.

### ARTICLE 14. - ASSIGNMENT

14.1 Assignment or Subletting. The Lessee shall not as assign this Agreement or sublet the Premises or any portion of the Premises except as provided in Article 14.2 of the Agreement.

14.2 Assignment. The Lessee shall not assign or sublet any portion of the Exclusive Space without first obtaining the written consent of the Lessor. Not less than sixty days before the proposed commencement of occupancy by the subtenant. The Lessee shall notify the Lessor of the name of the proposed new subtenant, the amount of space proposed to be occupied by the new subtenant, and the amount of rent proposed to be paid by the new subtenant. Sublease agreements must be for a minimum of two (2) years in length unless the prior written consent of the Lessor is obtained. The Lessor shall at its sole discretion decide whether to grant permission to the Lessee to sublet space and shall not grant permission to sublet to any subtenants whose use of the Premises will not be consistent with all of the terms and conditions of this Agreement most specifically the requirement that the use be for the purposes of carrying out the government program. In the alternative to venting a sublease the Lessor may elect to exclude from this Agreement the space proposed to be sublet and release the Lessee from its obligations with regard to such space. The Lessor may then lease such space directly to the proposed subtenant. Upon the termination of any such lease for such space, the Lessee shall have the right of first refusal to lease the space before the Lessor may enter into a lease agreement with a new tenant.

### ARTICLE 15. - NO AGENCY

15.1 The parties acknowledge that Tenant is an independent contractor and that nothing contained herein shall be construed to make Tenant or its agent or employee's agents or servants of Lessor.

#### ARTICLE 16. – DEFAULT

16.1 Default; Notice; Remedies. If the Lessee shall vacate or abandon the Premises; shall default in the payment of rent; shall allow the Premises to be appropriated to or used for any other purpose or use than those set forth in Article 5.1 hereof; or shall allow any liquor gambling or any other immoral practices on the Premises; or if any damage or waste shall be made thereon; or if any term condition or covenant of this Agreement shall be violated by the Lessee; then and in any of said cases the Lessee shall be in default of this Agreement. If such default is not cured by the Lessee within ten (10) days after mailing of written notice of the conditions of default the Lessee does hereby authorize and fully empower the Lessor to cancel and annul this Agreement and to reenter and take possession of the Premises and by force if necessary and to remove all persons and their property there from and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all the Premises, whether in possession of the Lessee or a third person or vacant. The Lessor's failure to give immediate notice of default or agreement to allow more than ten days to cure a default shall in no way constitute a waiver of any remedy available to the Lessor upon default by the Lessee.

#### ARTICLE 17. - EMINENT DOMAIN

17.1 If the Building or any portion thereof is taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease as of the day possession shall be taken by such public authority and the Lessor shall make a pro rata refund of any rent that may have been paid in advance. All damages awarded for such taking under the power of eminent domain shall belong to and be the property of the Lessor irrespective of the basis upon which they are awarded; except that the Lessee shall be entitled to any relocation allowance separately awarded to the Lessee.

#### ARTICLE 18. - SURRENDER

18.1 On the last day of the term of this Agreement or on the sooner termination thereof the Lessee shall peaceably surrender the Premises in good condition and repair consistent with the Lessee' duty to make repairs as provided in Article 10 hereof wear and tear and damage by fire and other casualty excepted. On or before the last day of the term of the Agreement or the sooner termination thereof the Lessee shall at its expense remove all of its equipment from the Premises and any property not removed shall be deemed abandoned. The Lessee shall have the right to remove any trade fixtures that the Lessee has installed provided however that the Lessee shall restore the Premises to substantially the same condition as said Premises were in before the removal of said trade fixtures. All alterations and additions other than the Lessee' equipment and trade fixtures which have been made or installed by either the Lessor or the Lessee upon the Premises shall remain as the Lessor's property and shall be surrendered with the Premises as part

thereof, or at the option of the Lessor shall be removed and the premises restored to substantially the same condition as said Premises were in at the time the Lessee took occupancy of the Exclusive Space. If the Premises be not surrendered at the end of the term or sooner termination thereof, the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the Premises including without limitation claims made by any succeeding the Lessee founded on such delay. The Lessee shall promptly surrender all keys for the Premises to the Lessor at the place then fixed for payment of rent.

#### ARTICLE 19. - ATTORNEYS' FEES

19.1 If it is necessary for either party to retain the services of an attorney at law to enforce any of the terms, covenants or provisions of this Agreement or to collect any sums due there under, such party shall be entitled to recover from the other party the reasonable cost of such services and related expenses incurred in enforcing the Agreement.

#### ARTICLE 20 - TERMINATION OF AGREEMENT

20.1 This Agreement may be terminated by either party with 90 days written notice.

#### XARTICLE 21 - NOTICES

21.1 Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to the addresses of the parties set forth below. Either party hereto may change the address to which notices may be sent by giving written notice of such change of address to the other party.

As to the Lessor:                   Independent School District # 709  
215 North 1st Avenue East  
Duluth, MN 55802

As to the Lessee:                   South St. Louis County Soil and Water Conservation District  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802

#### ARTICLE 22. - CONDITION OF PROPERTY AT TERMINATION

22.1 Upon the termination of this Agreement, whether by lapse of time or otherwise, the Lessee shall return the Premises in as good condition as when the Lessee took possession, excepting only ordinary wear and tear.

23.1 The Lessor covenants and agrees with the Lessee that, upon the Lessee observing and performing all the terms, covenants and conditions on the Lessee part to be observed and performed under this Agreement, the South St. Louis Soil and water Conservation District may peaceably and quietly enjoy the Exclusive Space and all of the Lessee' rights under this Agreement, during the Term hereof.

#### ARTICLE 24. - ENTIRE AGREEMENT

24.1 This Agreement contains the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the parties against whom enforcement of the change, modification, discharge or abandonment is sought.

#### ARTICLE 25. - HOLDOVER

25.1 If the Lessee shall hold over possession of the Premises after expiration of the Initial Term or any Additional Term hereof, the Lessor may, at its election, either treat the Lessee as a trespasser and eject the Lessee there from, or recognize the Lessee as a tenant at will or from month to month, but upon all of the conditions and covenants herein contained. However, in no event shall the Lessee's holding over enlarge the Lessee's rights or status beyond those of a month to month tenant or tenant at will under the laws of Minnesota.

#### ARTICLE 26. - DESTRUCTION

26.1 In case the whole or any part of the Premises be destroyed or damaged by fire or other cause, whether or not as a result of the Lessee's negligence, then in every such case, if the Premises are not usable for the normal conduct of business, in whole or in part, then the installments of base annual rent reserved under this Agreement, and other charges, if any, shall be suspended to the extent and during the period when the Premises are not usable for the normal conduct of the Lessee's business and until the Premises shall have been put in the condition in which they were immediately prior to such destruction or damage.

26.2 Except as hereinafter specifically provided, the Lessor shall immediately proceed with reasonable promptness and diligence after such destruction or damage to repair and restore the Premises to the condition in which they were immediately prior to such destruction or damage, notwithstanding that such destruction or damage is caused by the Lessee's negligence. Notwithstanding the foregoing, it is agreed that if the Building shall be destroyed or damaged by fire or other cause and such destruction or damage shall amount to 50% or more of the sound insurable value of said Building (exclusive of the foundations) this Agreement may be terminated at the election of either the Lessor or the Lessee, provided that notice in writing of such election shall be given by the party so electing to the other within 30 days after such destruction or damage as aforesaid. It is further agreed that if any part of the Premises are destroyed or damaged by fire or other cause and such destruction or damage cannot in accordance with reasonable estimates be repaired or restored within 90 days of the destruction or damage, this Agreement may be terminated at the election of the Lessee, provided that notice in writing of such election shall be given by the Lessee to the Lessor within 30 days after such destruction or damage as aforesaid. Upon termination as aforesaid by either party hereto, this Agreement and the term thereof shall cease, terminate and expire, and any unearned rent or other charges paid in advance beyond the date of the injury or destruction, shall be refunded to the Lessee. If such destruction or damage to the Premises is such that neither party shall have the right to terminate this Agreement

under any of the provisions in this section contained, or in the event that neither party, having such right, shall elect to terminate this Agreement as aforesaid within the time provided, the Lessor shall immediately proceed with reasonable promptness and diligence to repair and restore the Premises as aforesaid.

#### ARTICLE 27. - HEADINGS

27.1 The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way limit or add to the terms or provisions hereof.

#### ARTICLE 28. - SITUS

28.1 This Agreement was executed in Duluth, Minnesota, and shall be governed by the Laws of the State of Minnesota.

#### ARTICLE 29. - BINDING EFFECT

29.1 All of the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SOUTH ST. LOUIS SOIL AND WATER CONSERVATION DISTRICT

---

R.C. Boheim, District Manager

INDEPENDENT SCHOOL DISTRICT NUMBER 709

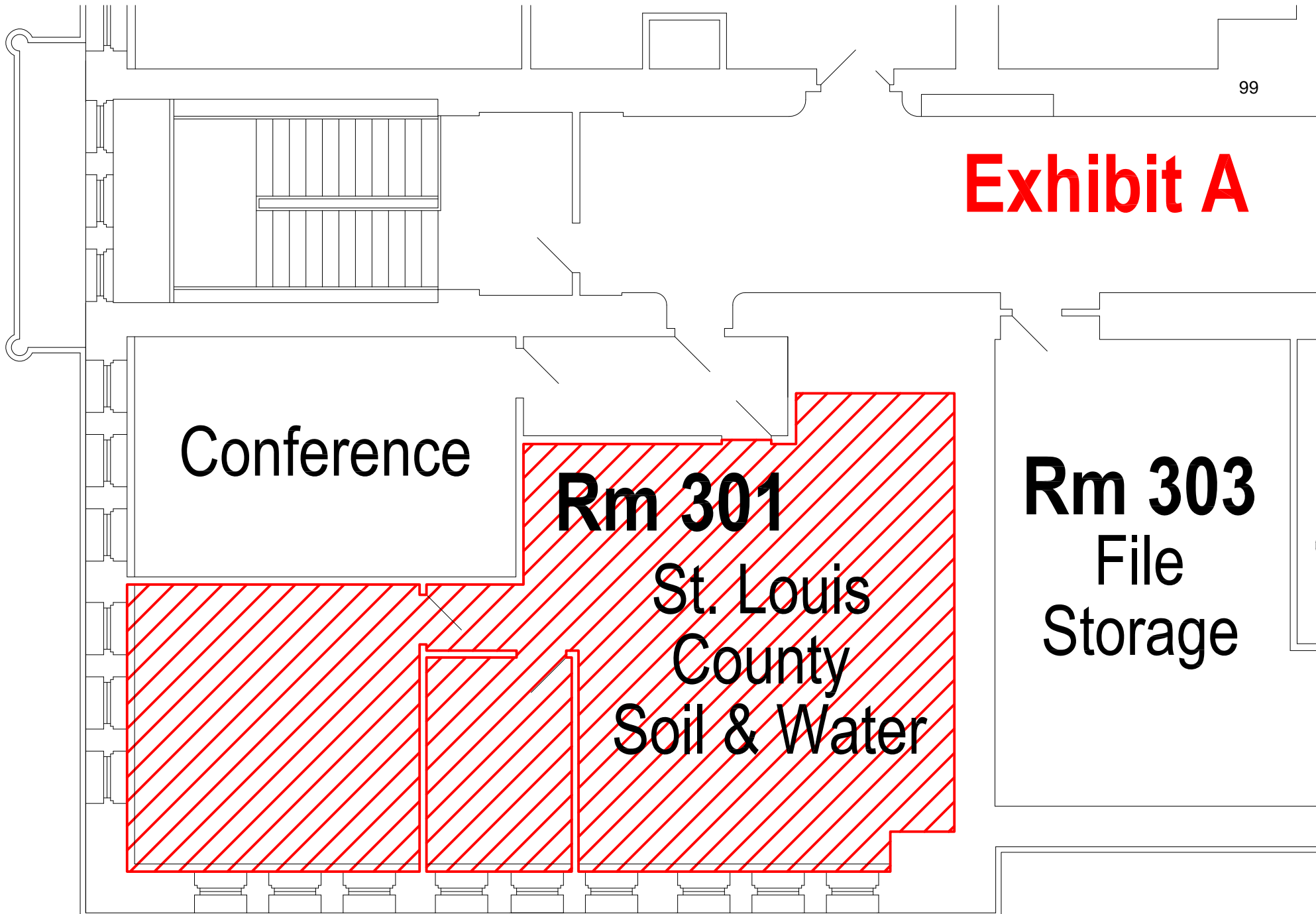
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Ann Wasson, Board Chair

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Judy Seliga Punyko, Board Clerk

# Exhibit A



**1,099 sq.ft.**

**RESOLUTION  
CLOSING MORGAN PARK MIDDLE SCHOOL**

Whereas, a public hearing was held on April 30, 2012 on the proposed closing of Morgan Park Middle School;

Whereas, during this hearing, people wishing to give testimony for and against the proposed closing were heard, and such testimony was considered by the School Board;

Whereas, published notice of this hearing was given in compliance with Minnesota Statutes Section 123B.51, subdivision 5.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 709 as follows:

1. The attached Findings and Conclusions regarding the closing of Morgan Park Middle School are hereby adopted.
2. The closing of Morgan Park Middle School is necessary and practicable.
3. Morgan Park Middle School is closed effective at the end of the 2011-12 school year.
4. At this time, the School Board does not take any action with respect to the possible sale of Morgan Park Middle School building or property.

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**Duluth Public Schools**

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**In the Matter of the Proposed Closing  
Of Morgan Park Middle School**

**FINDINGS AND CONCLUSIONS,**

---

A hearing on the proposed closing of Morgan Park Middle School (“Morgan Park Middle School”) by Independent School District No. 709, Duluth Public Schools (“School District”) was held on April 30, 2012, at 6:30 P.M. at Morgan Park Middle School.

The hearing was conducted pursuant to Minnesota Statutes, section 123B.51, subdivision 1. The hearing was recorded by a court reporter. A transcript of the hearing has been provided to the members of the School Board. Exhibits were offered, received, and kept as part of the record of the hearing. All individuals wishing to speak and offer evidence in favor of, or in opposition to, the proposed closing were given the opportunity to testify during the hearing.

**FINDINGS**

1. Morgan Park Middle School, located at 1243 – 88<sup>th</sup> Avenue West in Duluth, sits on an approximate 10 acre site. Morgan Park Middle School is a three story, 130,000 square foot building. The building was constructed in 1916-59,500 square feet, 1939-30,100 square feet, 1955-433 square feet, 1966-8,200 square feet, 1976-18, 2000 square feet, 1983-10,400 square feet, 1999-864 square feet, 2000-931 square feet.
2. Morgan Park Middle School is currently configured as a 6-8 program.
3. Morgan Park Middle School has an enrollment capacity of 851 students. This number is based on a classroom size of 27 students.
4. The School District currently operates two high schools, two middle schools and nine elementary schools.
5. In accordance with its long range facilities plan, the School District completed construction of a new middle school building (at the new Lincoln Park) within Morgan Park Middle School’s enrollment area. This new facility will open in September of 2012.
6. The Lincoln Park Middle School will have an enrollment capacity of 1,100 students.
7. In 2006, the School District commissioned a report from Dr. Hazel Reinhart. Her demographics report predicted a 10 year decline in the School District’s enrollment of approximately 25%. The demographics report attributed this decline to shifting age demographics in the area served by the School District.

8. Since 2006, the School District's enrollment has been, on average, less than what the demographics report predicted.
9. Considering the enrollment capacity at the new Lincoln Park Middle School, the current enrollment of Morgan Park Middle School, the enrollment figures predicted in the demographics report, and the enrollment trend, it is not necessary to keep Morgan Park Middle School open to provide enrollment capacity for students. Closing Morgan Park Middle School would eliminate the excess use of a separate building.
10. During the 2010-2011 fiscal year, the total building operations cost (including utilities, supplies, and custodial labor) for Morgan Park Middle School was \$555,595.
11. The projected building operations cost for New Lincoln Park Middle School for the 2012-2013 fiscal year is \$592,332, a slight increase in total cost of \$36,737, but a 26% decrease in cost per sq ft (130,000 old compared to 189,000 new).
12. During the 2010-2011 fiscal year, the total cost of employing administrators and school support personnel (such as nurses, nutritionists, media specialists, etc.) at Morgan Park Middle School was \$573,699
13. The projected cost of employing administrators and school support personnel for Morgan Park Middle School for the 2012-2013 fiscal year is projected to be roughly the same as 2010-2011.
14. Moving Morgan Park Middle School into the new Lincoln Park Middle School also allows the School District to streamline student transportation.
15. During the 2011-2012 school year, operating fewer school buildings has already saved the School District's general fund approximately \$4,400,000. These savings have primarily been used to offset potential deficits.
16. In order to consolidate Morgan Park Middle School into the new Lincoln Park Middle School and realize the benefits associated with student transportation, the School District must first close Morgan Park Middle School.
17. Morgan Park Middle School building and surrounding land has been valued at approximately \$465,000.
18. If the School District closes Morgan Park Middle School, it will be able to sell Morgan Park Middle School building and surrounding land to reduce the School District's bonded debt by the sale value.
19. If the School District does not sell Morgan Park Middle School building and/or surrounding land, it will not be able to use the proceeds from such sale to pay down the School District's bonded debt. Instead, the anticipated value of that sale will be drawn

from either or both of: (1) an additional tax levy; or (2) a reduction from the School District's general fund.

20. If the School District closes, but does not sell, Morgan Park Middle School, it will annually incur an anticipated \$90,000 plus inflation and ongoing maintenance and repair costs in order to keep Morgan Park Middle School in a serviceable and minimally preserved condition.
21. Closing Morgan Park Middle School permits the School Board to later choose whether to incur the annual cost of approximately \$90,000 in case of future need for the existing facility, or sell Morgan Park Middle School building and surrounding property to eliminate this cost and pay down the School District's bonded debt. The School District loses these options if it does not close Morgan Park Middle School.
22. Closing Morgan Park Middle School will not necessitate the non-renewal, termination, or layoff of any classroom teacher. Teachers currently assigned to Morgan Park Middle School will be reassigned to other teaching positions, based on enrollment, and in accordance with the provisions of the applicable collective bargaining agreement and/or School District policies.
23. All classes and services, including special education classes and services, currently available at Morgan Park Middle School will be available at the new Lincoln Park Middle School.
24. If Morgan Park Middle School is closed, all students currently attending Morgan Park Middle School will attend the new Lincoln Park Middle School starting in the 2012-2013 school year.
25. The School District has published notice of the school closing hearing in the official newspaper for two weeks before the hearing.
26. At the hearing, the School District administration presented documentary evidence regarding the proposed closure of Morgan Park Middle School. Specifically, the following documents were entered as exhibits:
  - a. An Educational Adequacy Report completed in connection with the School District's Long Range Facilities Plan;
  - b. A Facility Assessment Report completed in connection with the School District's Long Range Facilities Plan;
  - c. A Property Value Report completed in connection with the School District's Long Range Facilities Plan;

- d. A Solutions Options Report completed in connection with the School District's Long Range Facilities Plan;
- e. The Review and Comment Documents that the School District submitted to the Minnesota Department of Education in connection with its Long Range Facilities Plan; and
- f. The Demographic Report from former State Demographer, Dr. Hazel Reinhart.

The School Board has fully considered this evidence prior to reaching any conclusion or adopting any resolution regarding the closure of Morgan Park Middle School.

- 27. At the hearing, members of the public were allowed to present testimony for and against the proposed closure of Morgan Park Middle School. The School Board has considered all comments by members of the public prior to reaching any conclusion or adopting any resolution regarding the closure of Morgan Park Middle School.

### **CONCLUSIONS**

- 1. The closure of Morgan Park Middle School is necessary and practicable.
- 2. The School District has complied with the procedural requirements of Minnesota Statutes, section 123B.51, subdivision 3, for the purpose of closing Morgan Park Middle School.

## RESOLUTION

### Central High School Property - Comprehensive Land Use Plan Map Amendment

WHEREAS, the School Board by Resolution B-6-07-2452 adopted a Long-range Facilities Plan for the District, and therein also directed the District's administrative staff to commence with the disposition of certain non-school sites including the Central High School property that will no longer be used for purposes set forth in Minnesota Statute Section 123B.51; and

WHEREAS, the City of Duluth has a Comprehensive Land Use Plan (CLP) with Map that categorizes the Central High School property use as "Institutional"; and

WHEREAS, the sale, redevelopment and repurposing of the Central property, other than for institutional uses, requires an amendment to the current Comprehensive Land Use Plan - Map, and where City Planning and Community Development departments had completed a process and created a recommendation to amend the current Plan, and have presented this recommendation for consideration by the City Planning Commission; and

WHEREAS, the School Board has been presented with a copy of the City Staff Report recommending the Amendment to the Comprehensive Land Use Plan, and has considered such Plan as it relates to the District's obligations to taxpayers and what the School Board resolves will be in the best interest of the Duluth community as well as the School District; and

WHEREAS, the School Board by Resolution #B-1-12-2965 did not support the Comprehensive Land Use Plan Map Amendment as it had been recommended by City Staff to the City of Duluth Planning Commission; and

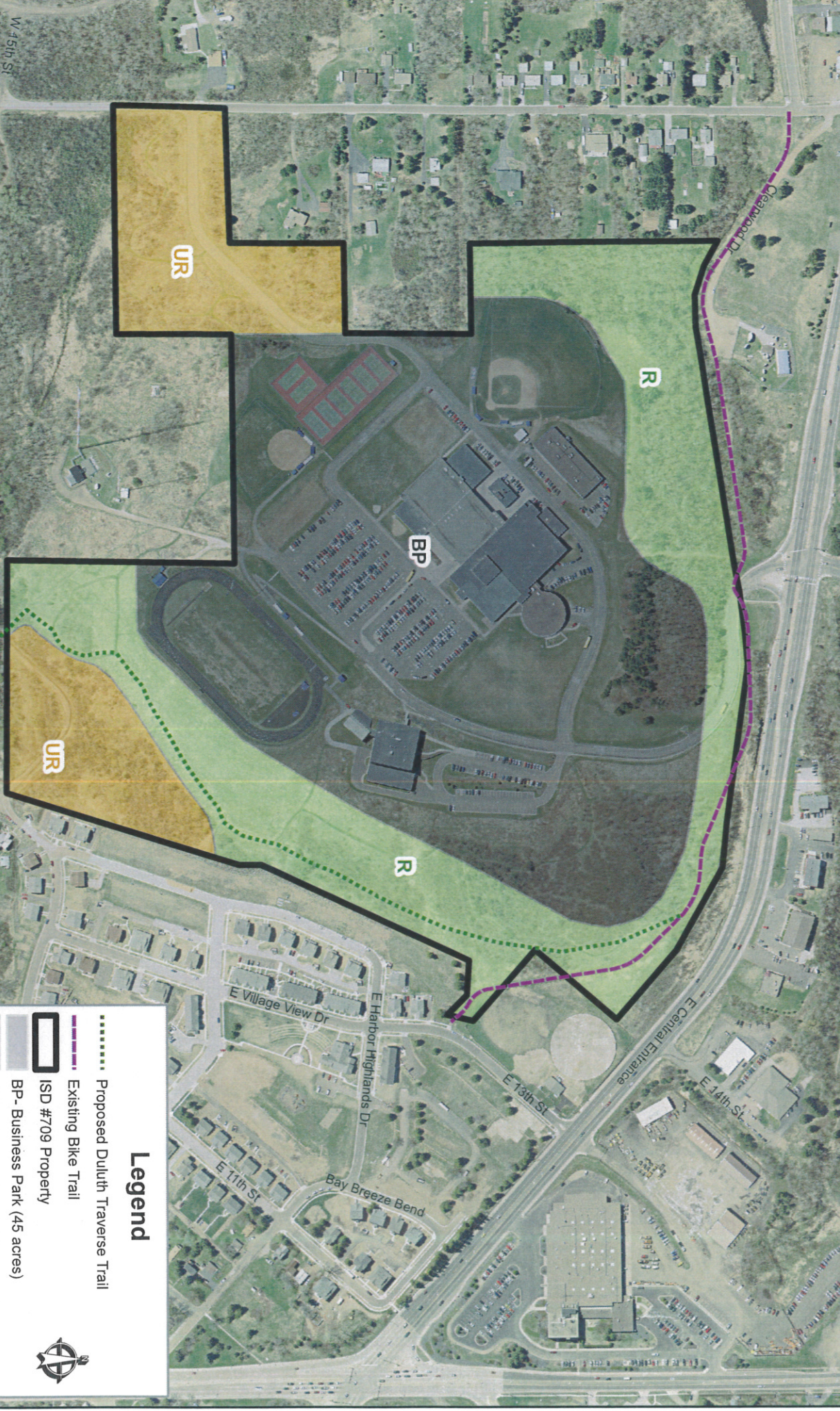
WHEREAS, the City of Duluth Planning Commission upon receipt of the School Board resolution, tabled action on this item in order to allow some additional consideration by the City of Duluth Planning Department and School District Administration in order to define a revised Map that would resolve the Duluth School Board's concerns and objections; and

WHEREAS, the City of Duluth Planning and Community Development staff along with School District Administration staff and consultant LHB, Inc. have mutually developed a revised Future Land Use Map attached hereto, which has been reviewed in a public meeting with the community and has since been approved by the City of Duluth Planning Commission;

NOW, THEREFORE, BE IT RESOLVED the Duluth School Board hereby grants their support of the attached Future Land Use Map approved by the Planning Commission, and further recommends this Map be approved by the Duluth City Council and adopted into the City of Duluth's Comprehensive Land Use Plan.

# Proposed Recommended Future Land Use for Former Central High School Site

106



## Legend

- ..... Proposed Duluth Traverse Trail
- - - Existing Bike Trail
- ▭ ISD #709 Property
- ▭ BP - Business Park (45 acres)
- ▭ UR - Urban Residential (12 acres)
- ▭ R - Recreation (22 acres)



Created by the City of Duluth, Community Development Division 5/2/12. The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability.

Map created on May 2, 2012

**RESOLUTION**

To Exchange Land with the State of Minnesota for a Permanent Easement at  
Lincoln Park Middle School

WHEREAS, on February 23, 2010, the Duluth School Board approved Resolution #B-2-10-2737 – Resolution Authorizing the Application for Conveyance of Tax Forfeited Land – New West Middle School at the North Wheeler Site; and

WHEREAS, the St. Louis County Board approved the sale of this land to the School District on June 8, 2010; and

WHEREAS, the County currently manages as part of the State of Minnesota Land Trust a parcel of land adjoining District property acquired by way of its Resolution #B-2-10-2737; and which adjoining Tax Forfeited Land is (.62 acres) under the acreage requirements for said land parcel to be developed thereby returning it to taxable land; and

WHEREAS, the Duluth School District desires a 16 foot wide permanent easement across the State of Minnesota Land Trust land for the purpose of constructing and maintaining a sidewalk connecting the Lincoln Park Middle School to Devonshire Street, the location of which easement is legally described on Exhibit 2 attached hereto; and

WHEREAS, the District will also require a temporary construction easement across said property further described on Exhibit 3 attached hereto to allow for the grading and construction of the sidewalk;

NOW, THEREFORE, BE IT RESOLVED the School Board of Independent School District No. 709 agrees to a land transfer of approximately (.62 acres) as shown on Exhibit 1 attached hereto to the County/State in exchange for the County/State granting a permanent and temporary easement across County land as described on Exhibit 2 and Exhibit 3.

BE IT FURTHER RESOLVED that the School Board authorizes the School Board Chair to execute the documents required for completing and closing these transactions.

# EXHIBIT #1

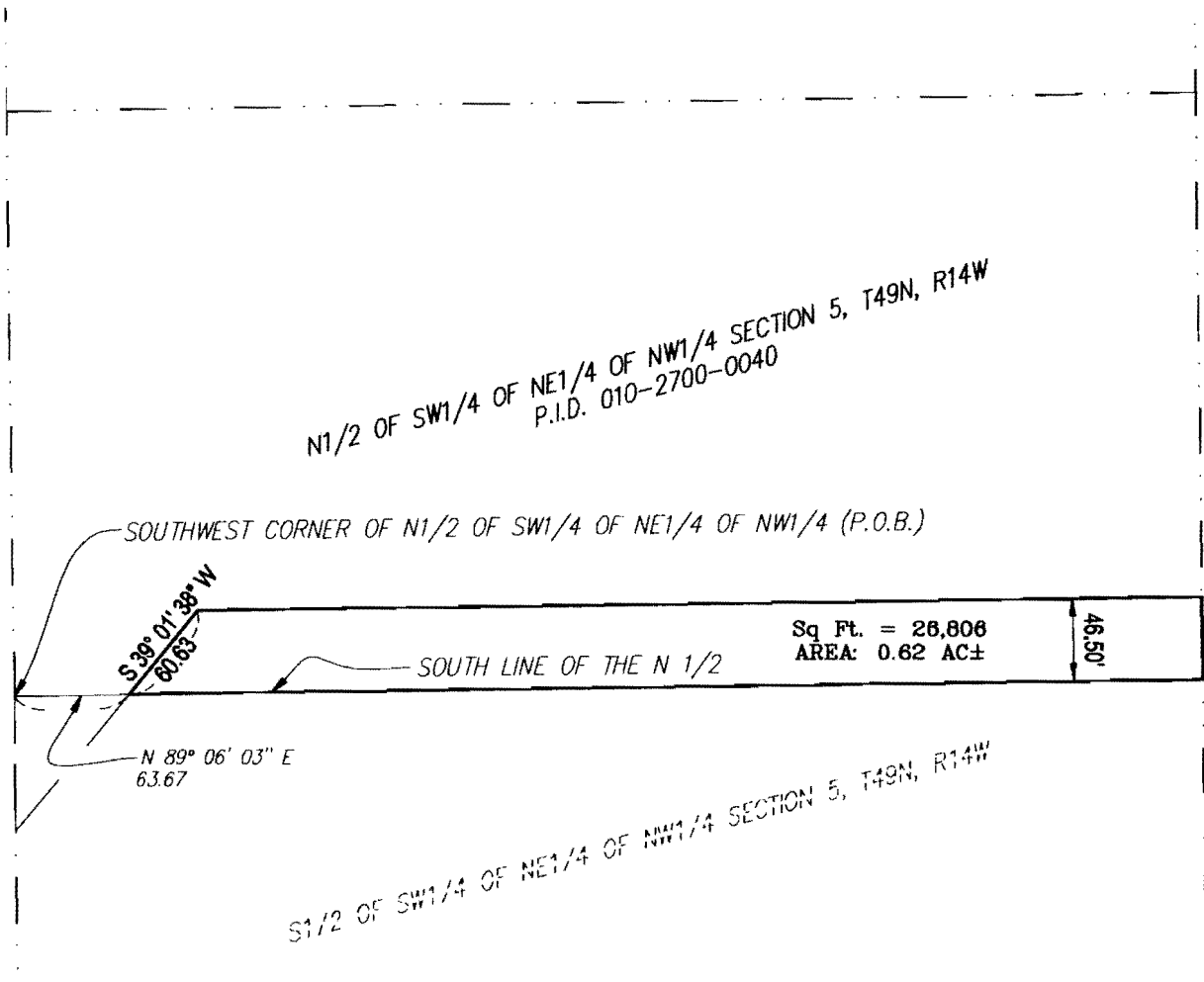
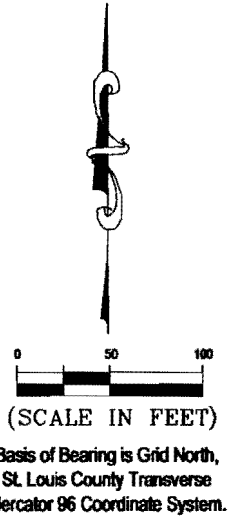
## EXHIBIT

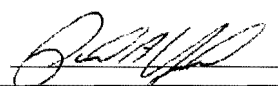

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### LEGAL DESCRIPTION:

The Southerly 46.50 feet of the North One Half of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (N 1/2 of SW 1/4 of NE 1/4 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian, City of Duluth, St. Louis County, Minnesota, lying easterly of a line described as follows:

Commencing at the Southwest Corner of the North One Half of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (N 1/2 of SW 1/4 of NE 1/4 of NW 1/4) of Section 5; thence North 89 degrees 06 minutes 33 seconds East along the south line of said N 1/2 of SW 1/4 of NE 1/4 of NW 1/4, a distance of 63.67 feet to the Point of Beginning of the line to be described; thence North 39 degrees 01 minutes 38 seconds East, a distance of 60.63 feet to a point on a line 46.50 northerly of and parallel with the southerly line of said N 1/2 of SW 1/4 of NE 1/4 of NW 1/4 and said line there terminating. Containing 26,806 square feet (0.62 acres) more or less.



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  Print Name: <u>Paul A. Vogel</u> License # <u>44075</u>  Signature:  Date: <u>5/3/12</u>	DATE PREPARED: 5/03/12	<b>DULUTH</b> 21 W. Superior Street Suite 500 Duluth, MN 55802 TEL 218/727-8446 FAX 218/727-8456 <a href="http://www.LHBcorp.com">http://www.LHBcorp.com</a>	<b>MINNEAPOLIS</b> 250 Third Avenue North Suite 450 Minneapolis, MN 55401 TEL 612/338-2029 FAX 612/338-2088	
	PROJ NO: 080330			
	SHEET 1 of 1 SHEETS			

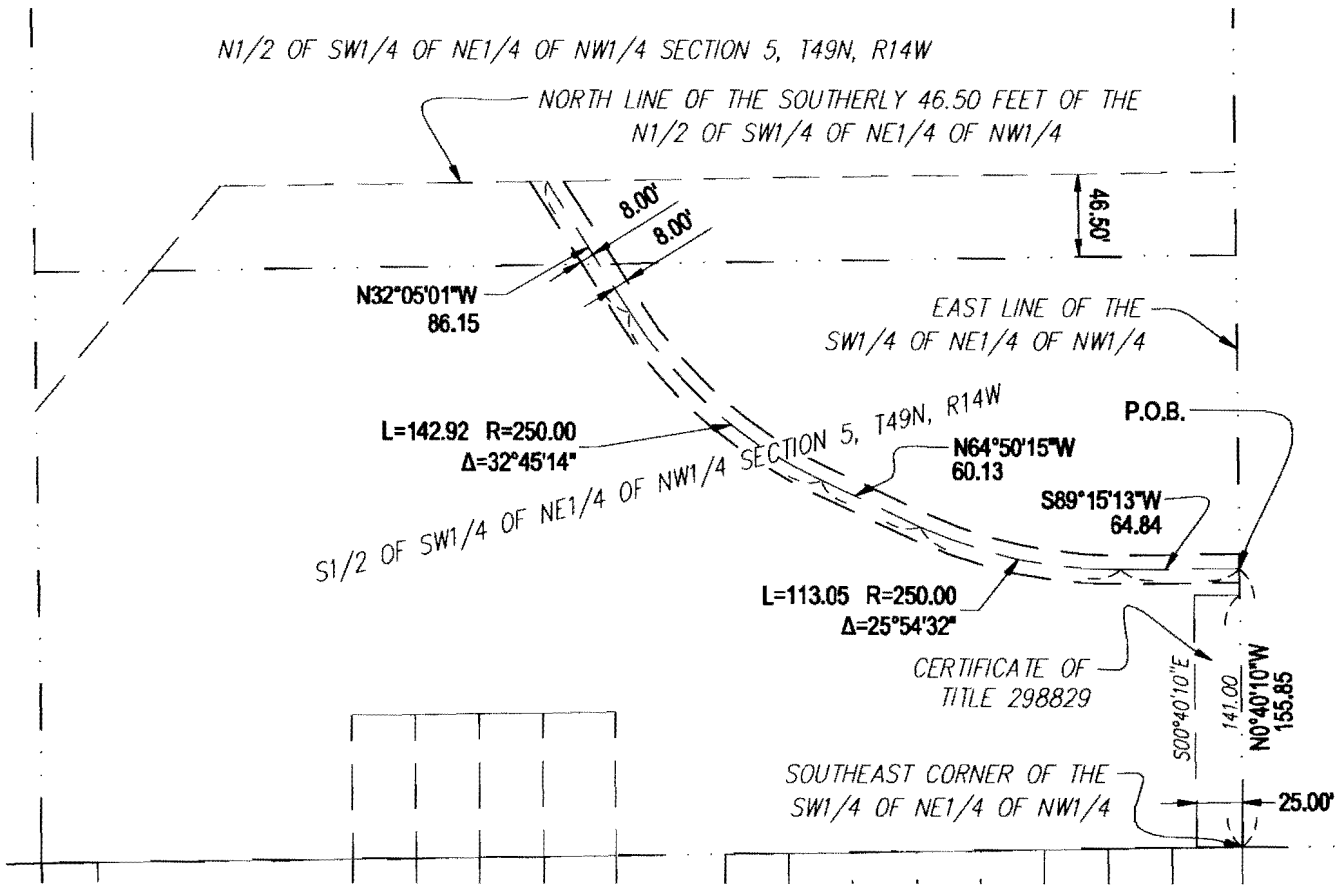
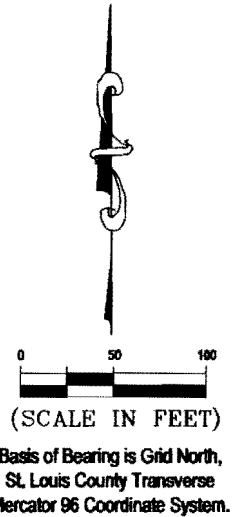
## *EXHIBIT*

### *PERMANENT EASEMENT*

**LEGAL DESCRIPTION:**

A 16.00 foot wide easement over, under and across part of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW 1/4 of NE 1/4 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian, City of Duluth, St. Louis County, Minnesota; centered on the line described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW 1/4 of NE 1/4 of NW 1/4) of Section 5; thence North 00 degrees 40 minutes 10 seconds West along the east line of said SW 1/4 of NE 1/4 of NW 1/4, a distance of 155.85 feet to the Point of Beginning of the line to be described; thence South 89 degrees 15 minutes 13 seconds West, a distance of 64.84 feet; thence 113.05 feet along a tangential curve concave northeasterly, having a radius of 250.00 feet and a central and of 25 degrees 54 minutes 32 seconds; thence North 64 degrees 50 minutes 15 seconds West, a distance of 60.13 feet; thence 142.92 feet along a tangential curve concave northeasterly, having a radius of 250.00 feet and a central and of 32 degrees 45 minutes 14 seconds; thence North 32 degrees 05 minutes 01 seconds West, a distance of 86.15 feet to a point on a line 46.50 northerly of and parallel with the southerly line of the N 1/2 of said SW 1/4 of NE 1/4 of NW 1/4 and said line there terminating.



<p>I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.</p> <p>Print Name: <u>Paul A. Vogel</u> License # <u>44075</u></p> <p>Signature:  Date: <u>5/3/12</u></p>	<p>DATE PREPARED: <u>5/03/12</u></p> <p>PROJ NO: <u>080330</u></p> <p>SHEET 1 of 1 SHEETS</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>DULUTH</b></td> <td style="width: 50%; border: none;"><b>MINNEAPOLIS</b></td> </tr> <tr> <td style="border: none;">21 W. Superior Street Suite 500 Duluth, MN 55802</td> <td style="border: none;">250 Third Avenue North Suite 450 Minneapolis, MN 55401</td> </tr> <tr> <td style="border: none;">TEL 218/727-8446 FAX 218/727-8456</td> <td style="border: none;">TEL 612/338-2029 FAX 612/338-2088</td> </tr> <tr> <td colspan="2" style="border: none; text-align: center;"><a href="http://www.LHBcorp.com">http://www.LHBcorp.com</a></td> </tr> </table>	<b>DULUTH</b>	<b>MINNEAPOLIS</b>	21 W. Superior Street Suite 500 Duluth, MN 55802	250 Third Avenue North Suite 450 Minneapolis, MN 55401	TEL 218/727-8446 FAX 218/727-8456	TEL 612/338-2029 FAX 612/338-2088	<a href="http://www.LHBcorp.com">http://www.LHBcorp.com</a>	
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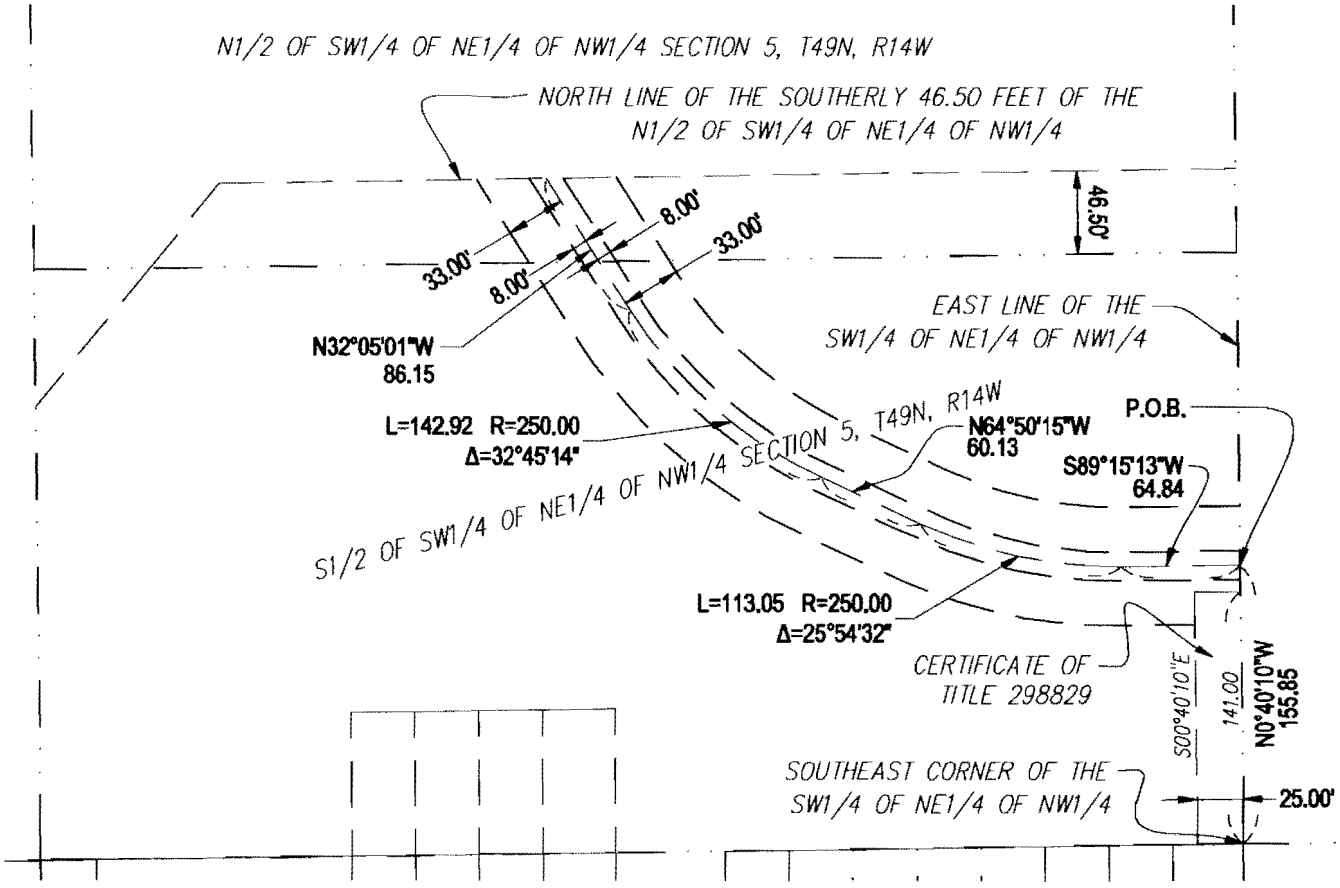
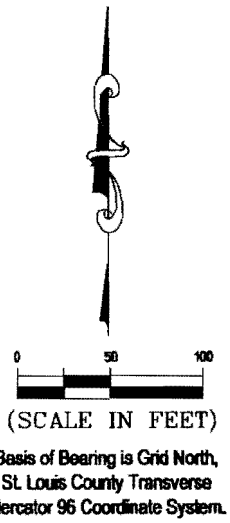


## EXHIBIT TEMPORARY EASEMENT

### LEGAL DESCRIPTION:

A temporary easement over, under and across part of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW 1/4 of NE 1/4 of NW 1/4) of Section Five (5), Township Forty-Nine (49) North, Range Fourteen (14) West of the Fourth (4th) Principal Meridian, City of Duluth, St. Louis County, Minnesota; Except the easterly 25 feet of the southerly 141 feet thereof and lying between two lines 8.00 feet and 33.00 feet northeasterly of and southwesterly of the following described centerline:

Commencing at the Southeast Corner of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW 1/4 of NE 1/4 of NW 1/4) of Section 5; thence North 00 degrees 40 minutes 10 seconds West along the east line of said SW 1/4 of NE 1/4 of NW 1/4, a distance of 155.85 feet to the Point of Beginning of the line to be described; thence South 89 degrees 15 minutes 13 seconds West, a distance of 64.84 feet; thence 113.05 feet along a tangential curve concave northeasterly, having a radius of 250.00 feet and a central angle of 25 degrees 54 minutes 32 seconds; thence North 64 degrees 50 minutes 15 seconds West, a distance of 60.13 feet; thence 142.92 feet along a tangential curve concave northeasterly, having a radius of 250.00 feet and a central angle of 32 degrees 45 minutes 14 seconds; thence North 32 degrees 05 minutes 01 seconds West, a distance of 86.15 feet to a point on a line 46.50 feet northerly of and parallel with the southerly line of the N 1/2 of said SW 1/4 of NE 1/4 of NW 1/4 and said line there terminating.



<p>I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.</p> <p>Print Name: <u>Paul A. Vogel</u> License # <u>44075</u></p> <p>Signature:  Date: <u>5/3/12</u></p>	<p>DATE PREPARED: <u>5/03/12</u></p> <p>PROJ NO: <u>080330</u></p> <p>SHEET 1 of 1 SHEETS</p>	<p><b>DULUTH</b> 21 W. Superior Street Suite 500 Duluth, MN 55802 TEL 218/727-8446 FAX 218/727-8456 <a href="http://www.LHBcorp.com">http://www.LHBcorp.com</a></p>	<p><b>MINNEAPOLIS</b> 250 Third Avenue North Suite 450 Minneapolis, MN 55401 TEL 612/338-2029 FAX 612/338-2088</p>
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Resolution Authorizing The Execution And Delivery Of An Amendment To  
Installment Purchase Contract And A Supplement To Declaration Of Trust  
And Approving The Issuance, Sale And Delivery Of  
\$12,801,327 Full Term Capital Appreciation Certificates Of Participation, Series 2012a

BE IT RESOLVED, by the School Board (the "School Board") of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), as follows:

Section 1. A. Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the "Act"), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

B. The District has approved a Long-Range Facilities Plan (the "Plan") and the Commissioner of Education has approved the District's borrowing of \$111,442,577 under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Original Contract, as hereinafter defined (the "Original Project").

C. By Resolution No. B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Original Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

D. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Original Contract to finance the Original Project and the Commissioner authorized the Original Project and the levy.

E. The District selected U.S. Bank National Association, St. Paul, Minnesota (the "Trustee") to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract (the "Original Contract") with the District regarding the acquisition, construction and equipping of the Original Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the "Original Declaration"), pursuant to which Full Term Certificates of Participation in the installment payments under the Original Contract in the principal amount of \$111,440,000 (the "2008 Certificates"), were executed and delivered by the Trustee.

F. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Contract and the Commissioner of Education approved the amendment to the Plan and the modification to the Original Project and has approved the District's borrowing of an additional \$5,000,000 under the Act to finance the Original Project, as modified, and as described in the First Amendment to Contract, as hereinafter defined.

G. By Resolution No. B-9-10-2819 adopted September 13, 2010, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing full term certificates of participation in the installment payments under a supplement to the Original Declaration in the maximum principal amount of \$5,000,000.

H. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "First Amendment to Contract") to revise and restate the installment payments, modify the description of the Original Project and amend other related matters, such amendment shall modify the Original Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the "First Supplement to Declaration"), pursuant to which the Full Term Certificates of Participation, Series 2010C, in the installment payments under the Contract in the principal amount of \$5,000,000 (the "2010C Certificates") were executed and delivered by the Trustee.

I. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the Installment Payments under the Original Contract, as amended, to finance a portion of the costs of the acquisition and improvements to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

J. By Resolution No. B-4-12-3007 adopted April 24, 2012, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract, as amended, to provide additional funds to purchase real and personal property for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) which are a portion of the Project and issuing full term capital appreciation certificates of participation in the Installment payments under a supplement to the Original Declaration, as supplemented, in the original principal amount of \$12,801,327 and a total accreted account at maturity of \$\_\_\_\_\_.

K. The Trustee, as vendor, and the District, as vendee, shall enter into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the "Second Amendment to Contract"), to revise and restate the Installment Payments, modify the description of the Original Project, as amended (the "Project"), and amend other matters, such amendment shall modify the Original Contract, as amended (the Original Contract, as amended, and as amended by the Second Amendment to Contract, is herein referred to as the "Contract"). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of June 1, 2012 (the "Second Supplement to Declaration"), pursuant to which Full Term Capital Appreciation Certificates of Participation, Series 2012A, in the Installment Payments under the Contract in the original principal amount of \$12,801,327 and a total accreted amount at maturity of \$\_\_\_\_\_ (the "2012A Certificates"), shall be executed and delivered by the Trustee (the Original Declaration, as supplemented by the First Supplement to Declaration and the Second Supplement to Declaration, are herein referred to as the "Declaration").

L. Pursuant to the Act, the District has applied to the Commissioner of Education for permission to make an additional levy for the additional installment payments under the Second Amendment to Contract to finance a portion of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary), which is a portion of the Project, and the Commissioner has authorized the modified Original Project and the levy.

M. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

- (1) The Second Amendment to Contract proposed to be made and entered into between the District and the Trustee; and
- (2) The Second Supplement to Declaration proposed to be made and entered into between the District and the Trustee.

Section 2. A. Northland Securities, Inc., financial consultant to the District, has given notification to at least five firms determined by Northland Securities, Inc. to be prospective bidders on the Certificates at least two days (omitting Saturdays, Sundays, and legal holidays) before the date set for receipt of bids on the 2012A Certificates.

B. The District has solicited bids for the sale of the Certificates and an offer has been received from \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (the “Purchaser”), to purchase the 2012A Certificates at a cash price of \$\_\_\_\_\_, plus accrued interest on the total principal amount from June 6, 2012, to the date of delivery and upon condition that the 2012A Certificates are payable at the times and on the terms set forth in the Contract and the Declaration.

C. The 2012A Certificates shall be issued as capital appreciation obligations which shall mature on February 1 in the years and in the total accreted amounts at maturity set forth in the following table, which table also sets forth, for each maturity, the total original Principal Portion of the Installment Payments thereof, the total accreted amount at maturity (which accreted amount at maturity is also referred to herein as “accreted maturity amount”), and the approximate yield to maturity applicable to each accreted maturity amount, as follows:

Payment Date (February 1)	Total Accreted Amount at Maturity	Total Original Principal Portion	Approximate Yield To Maturity
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
TOTAL			

D. The 2012A Certificates shall bear interest from the date of original issue at the yield to maturity stated therefore in Section 2.C. above. The Interest Portion of the Installment Payment on the 2012A Certificates of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.C. above, on each February 1 and August 1 (each referred to herein as a “Compounding Date”), commencing on August 1, 2012. The Interest Portion of the Installment Payment on the 2012A Certificates shall be payable, together with the Principal Portion, only at maturity, upon optional redemption thereof, or on a Calamity Prepayment. The 2012A Certificates, the accreted amount of each 2012A Certificate as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be the accreted amount as of the most recent Compounding Date prior to said date (or the principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.C. (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the date of original issue if such date precedes the first Compounding Date) to the redemption date.

E. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2012A Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

F. Redemption. (i) The 2012A Certificates maturing in the years 2021 through 2022 shall not be subject to redemption and prepayment before maturity, but those maturing in the year 2023 and in subsequent years shall each be subject to redemption and prepayment at the option of the District on February 1, 2022, and on any date thereafter, in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine at a price of par plus the accreted amount calculated under the Declaration to the date of redemption, as provided for in the Declaration.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner set forth in the Contract, the 2012A Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus the accreted amount calculated under the Declaration to the date of redemption, as provided for in the Declaration.

G. The District, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The Chair and the Clerk are authorized to execute on the part of the District a contract for the sale of the Certificates in accordance with the Purchaser's proposal.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Second Amendment to Contract and the Second Supplement to Declaration;

B. The terms of the Second Amendment to Contract and the Second Supplement to Declaration are found to be advantageous to the District and are hereby approved; and

C. The Installment Payments under the Contract are absolute and unconditional as provided for in Article III of the Contract and are not subject to annual appropriation of the District.

Section 4. A. For the prompt and full payment of the installment payments under the Contract when due, there is hereby levied a direct, annual, ad valorem tax, as an additional levy pursuant to Minnesota Statutes, Section 126C.40, and other laws, upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on Exhibit A hereto.

B. The District maintains a Debt Service Fund on its books and records. A separate account was created within the Debt Service Fund and is designated as the "Installment Purchase Contract Account" (the "Contract Account"). The tax levies provided for in this Section 4 are hereby pledged to, and shall be used for no purpose other than, the payment of Installment Payments under the Contract; provided, however, that if any such Installment Payment shall become due when there is not sufficient money in the Contract Account, the Treasurer may pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes herein levied or appropriated.

C. Except as permitted by Minnesota Statutes, Section 475.61, Subd. 3, such tax levies shall be irrevocable as long as the Contract remains in effect.

Section 5. The Second Amendment to Contract and the Second Supplement to Declaration are hereby approved. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Second Amendment to Contract and the Second Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Second Amendment to Contract and the Second

Supplement to Declaration by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Second Amendment to Contract and the Second Supplement to Declaration, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2012A Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Second Amendment to Contract and the Second Supplement to Declaration, and the issuance, sale and delivery of the 2012A Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Contract and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Second Amendment to Contract and the Second Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Contract and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, the Purchaser, or any holder of the 2012A Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, the Purchaser, and any holder from time to time of the 2012A Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the Second Amendment to Contract and the Second Supplement to Declaration, and the 2012A Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2012A Certificates, the aforementioned documents and this Resolution, including but not limited to the execution and delivery of amendments to the Contract to add real property to the Contract and the execution and delivery of deeds and ground leases as provided for in the Contract.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2012A Certificates herein authorized have been duly entered on his register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2012A Certificates, certified copies of all proceedings and records of the District relating to the 2012A Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax exemption and marketability of the 2012A Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including and heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The School Board has covenanted and has obligated itself in Resolution No. B-4-12-3007 adopted April 24, 2012, to be bound by the provisions of Minnesota Statutes, Section 126C.55. The School Board hereby reaffirms such covenants and obligations.

Section 14. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2012A Certificates.

Section 15. Tax Covenants.

A. The District covenants and agrees with the holders of the 2012A Certificates that the District will (i) take all action on its part necessary to cause the interest on the 2012A Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the 2012A Certificates and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the 2012A Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the 2012A Certificates and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the 2012A Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the 2012A Certificates were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Certificates or \$100,000. To this effect, any proceeds of the 2012A Certificates and any sums from time to time held in the Contract Revenue Fund or the Prepayment Fund by the Trustee (or any other District fund or account which will be used to pay principal and interest to become due on the 2012A Certificates) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the 2012A Certificates and money in the Contract Revenue Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the 2012A Certificates to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The School Board covenants and certifies to and for the benefit of the owners of the 2012A Certificates that no use will be made of the proceeds of the Certificates, which will cause the 2012A Certificates to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the School Board hereby agrees to comply throughout the term of the issue of the 2012A Certificates with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder and Article V of the Declaration.

Section 16. Continuing Disclosure. The District acknowledges that the 2012A Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the 2012A Certificates and the security therefor and to permit underwriters of the 2012A Certificates to comply with the Rule, which will enhance the marketability of the 2012A Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Adopted this 15<sup>th</sup> day of May, 2012.

Motion made by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, to approve Resolution #B-5-12-\_\_\_\_, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

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**EXHIBIT A**  
**Tax Levy Schedule**

Levy Year	Collection Year	2008 Certificates Tax Levy	2010C Certificates Tax Levy	2012A Certificates Tax Levy	Total Tax Levy
2007	2008	\$5,633,908.33*	---		
2008	2009	\$6,120,462.50	---		
2009	2010	\$6,530,937.50	---		
2010	2011	\$7,780,312.50	\$413,450.00**		
2011	2012	\$7,933,662.50	\$403,387.50		
2012	2013	\$8,097,737.50	\$398,287.50		
2013	2014	\$8,257,487.50	\$398,187.50		
2014	2015	\$8,415,887.50	\$397,987.50		
2015	2016	\$8,581,487.50	\$392,025.00		
2016	2017	\$8,753,487.50	\$395,400.00		
2017	2018	\$8,946,087.50	\$392,150.00		
2018	2019	\$9,147,887.50	\$388,750.00		
2019	2020	\$9,357,887.50	\$390,200.00		
2020	2021	\$9,577,187.50	\$391,350.00		
2021	2022	\$9,793,187.50	\$392,200.00		
2022	2023	\$10,027,725.00	\$391,962.50		
2023	2024	\$10,279,287.50	\$391,400.00		
2024	2025	\$10,473,150.00	\$388,000.00		
2025	2026	\$10,693,750.00	\$389,200.00		
2026	2027	\$10,904,250.00	\$384,800.00		

\* Anticipatory Levy

\*\* Such amount shall be reduced by \$50,888.77, the amount of accrued interest, unused discount and rounding

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**SUPPLEMENT TO  
DECLARATION OF TRUST**

**BETWEEN**

**U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE**

**AND**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH), MINNESOTA**

**DATED AS OF JUNE 1, 2012**

**RELATING TO  
FULL TERM CAPITAL APPRECIATION  
CERTIFICATES OF PARTICIPATION, SERIES 2012A**

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SUPPLEMENT TO DECLARATION OF TRUST

THIS SUPPLEMENT TO DECLARATION OF TRUST (the "Supplement to Declaration"), dated as of June 1, 2012, supplementing the Declaration of Trust dated as of June 1, 2008, as supplemented, between U.S. BANK NATIONAL ASSOCIATION, a national banking association, organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota (the "Trustee"), and INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, an independent school district organized under the laws of the State of Minnesota (the "District").

W I T N E S S E T H:

WHEREAS, the District, as vendee, and the Trustee, as vendor, entered into that certain Installment Purchase Contract dated as of June 1, 2008 (the "Original Contract"), to provide for the acquisition, construction and equipping of the Project in order to carry out a portion of the District's long-range facilities plan, and its governmental function.

WHEREAS, the District and the Trustee entered into a Declaration of Trust, dated as of June 1, 2008 (the "Original Declaration"), which provided for the issuance of \$111,440,000 Full Term Certificates of Participation, Series 2008B, dated June 1, 2008 (the "2008 Certificates"), evidencing a proportionate interest in the Installment Payments to be made by the District under the Original Contract.

WHEREAS, the proceeds of the 2008 Certificates are being used to finance a portion of the Costs of the Project.

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "2010 Amendment"), to add land to Schedule 1 of Exhibit A to the Original Contract, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth.

WHEREAS, pursuant to the Original Declaration, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010 (the "2010 Supplement to Declaration"), the Vendor executed and delivered \$5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract, as amended by the 2010 Amendment (the "2010C Certificates").

WHEREAS, other than the 2008 Certificates and the 2010C Certificates, no other certificates or obligations are payable from Installment Payments under the Original Contract, as amended.

WHEREAS, the District has modified the terms of the Original Contract, as amended, as set forth in an Amendment to Installment Purchase Contract dated June 1, 2012, between the Trustee, as vendor, and the District (the "Amendment to Contract"); such amendment modified the Original Contract, as amended.

WHEREAS, the District has found and determined that, in order to provide additional funds to finance the Project, it is necessary and expedient that the Trustee execute and deliver Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 6, 2012 (the "2012A Certificates"), in the original principal amount of \$12,801,327 and a total accreted amount at maturity of \$\_\_\_\_\_ to provide additional funds for the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) portion of the Project.

WHEREAS, the 2012A Certificates are being issued as Additional Certificates under the Original Declaration, as amended, and are secured on a parity with the 2008 Certificates and the 2010C Certificates.

WHEREAS, the District will, pursuant to this Supplement to Declaration, deposit in an account in the Project Fund under the Original Declaration the proceeds of the 2012A Certificates to pay Costs of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) portion of the Project or Costs of Issuance.

WHEREAS, the District and the Trustee have agreed that the Trustee will execute and deliver the 2012A Certificates in the form set forth on Attachment A hereto evidencing a proportionate interest in the Installment Payments to be made by the District under the Contract (the Amendment to Contract and the Original Contract, as amended, are collectively referred to herein as the "Contract").

WHEREAS, upon delivery from the District to the Trustee of this executed Supplement to Declaration, a Request and Authorization and the other items required by Section 2.01.2 of the Original Declaration, the Trustee has agreed to execute and to deliver the 2012A Certificates to the Purchaser.

WHEREAS, the Trustee has agreed on behalf of the Owners of the 2008 Certificates, the 2010C Certificates and the 2012A Certificates to receive the Installment Payments due under the Contract and to apply and to disburse them in accordance herewith.

WHEREAS, by this Supplement to Declaration, the District agrees to forward the Installment Payments due under the Contract to the Trustee.

WHEREAS, the execution and delivery of this Supplement to Declaration and the execution and delivery of the 2012A Certificates provided for herein have been in all respects duly and validly authorized by resolution of the District.

WHEREAS, all things necessary to make the 2012A Certificates, when authenticated by the Trustee as in this Supplement to Declaration provided, the valid, binding and legal limited obligations of the District, according to the import thereof have been done and performed.

NOW, THEREFORE, in consideration of the premises, the covenants and the conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, each of the capitalized terms used in this Supplement to Declaration shall have the same meaning as set forth in the Original Declaration, as supplemented by the 2010 Supplement to Declaration, and shall have the same meaning as set forth in the Contract. With respect to any defined term that is given a different meaning under this Supplement to Declaration, it shall have the meaning designated herein. As used in this Supplement to Declaration and recitals hereto, the terms defined in the Original Declaration, as supplemented, shall have the meanings assigned to them therein, except as amended herein. In addition, unless otherwise indicated or the context otherwise requires, the following terms shall have the following respective meanings hereunder:

"Payment Date" shall mean the date on which an Installment Payment is required to be paid on the 2012A Certificates to the Owners thereof, beginning February 1, 2021, and each February 1 thereafter through and including February 1, 2028.

“2008 Certificates” shall mean the \$111,440,000 Full Term Certificates of Participation, Series 2008B dated June 1, 2008, issued under the Original Declaration.

“2010C Certificates” shall mean the \$5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, issued under the 2010 Supplement to Declaration.

“2012A Certificates” shall mean the Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 6, 2012, in the original principal amount of \$12,801,327 and a total accreted amount at maturity of \$\_\_\_\_\_, issued under this Supplement to Declaration.

Section 2. Creation of 2012A Certificates for Issuance. There is hereby created for issuance a series of Additional Certificates to be designated:

FULL TERM CAPITAL APPRECIATION CERTIFICATES OF PARTICIPATION, SERIES 2012A  
Evidencing the Proportionate Interest of the Registered Owner in Installment  
Payments to be made by  
INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA  
Pursuant to an Installment Purchase Contract dated June 1, 2008, as amended,  
and as further amended on June 1, 2012, with  
U.S. Bank National Association

A. Under Section 2.01.2 of the Original Declaration, as supplemented, the 2012A Certificates shall be issued in the aggregate original principal amount of \$12,801,327 and a total accreted amount at maturity of \$\_\_\_\_\_. The 2012A Certificates shall specify June 6, 2012, as their original issue date, shall mature on the Payment Dates and in accreted maturity amounts (hereinafter defined) of \$5,000 each, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. In accordance with the restated schedule for Installment Payments under the Amendment to Contract, the 2012A Certificates shall be due and payable on the Payment Dates and as provided for below. The 2012A Certificates shall be issued as capital appreciation obligations which shall mature on February 1 in the years and in the total accreted amounts at maturity set forth in the following table, which table also sets forth, for each maturity, the total original Principal Portion of the Installment Payments thereof, the total accreted amount at maturity (which accreted amount at maturity is also referred to herein as “accreted maturity amount”), and the approximate yield to maturity applicable to each accreted maturity amount, as follows:

Payment Date (February 1)	Total Accreted Amount at Maturity	Total Original Principal Portion	Approximate Yield to Maturity
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
TOTAL			

C. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2012A Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

D. Pursuant to Section 3.02(a) of the Original Declaration, the following optional prepayment provision is added for the 2012A Certificates:

“The 2012A Certificates maturing on and after February 1, 2023 shall be subject to prepayment, at the option of the District, in whole and in part, at the applicable Prepayment Price on February 1, 2022, and on any date thereafter, if the District elects to prepay all or a portion of the Principal Portion and accreted amount calculated in accordance with the 2012A Certificates to be prepaid.”

The applicable Prepayment Price for prepayment and redemption of the 2012A Certificates shall equal the accreted amount thereof as of the most recent Compounding Date (hereinafter defined) occurring prior to the redemption date plus accrued interest from such Compounding Date to the date of redemption.

E. Pursuant to Section 3.03 of the Original Declaration, if less than all of the 2012A Certificates are called for prepayment, the District shall select the order of maturity of the 2012A Certificates, or any given portion thereof, to be prepaid from the Outstanding 2012A Certificates and selection of 2012A Certificates within a maturity shall be random, in integral multiples of \$5,000 for the accreted maturity amount. To effect a partial redemption of the 2012A Certificates having a common maturity date, the Trustee, prior to giving notice of redemption, shall assign to each 2012A Certificate having a common maturity date a distinctive number for each \$5,000 of the accreted maturity amount of such 2012A Certificate. The Trustee shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such 2012A Certificates, as many numbers as, at \$5,000 for each number, shall equal the sum of said accreted amount of such 2012A Certificates to be redeemed. The 2012A Certificates to be redeemed shall be the 2012A Certificates to which were assigned numbers so selected. So long as the 2012A Certificates are registered in the name of Cede & Co. as nominee of DTC, selection of the 2012A Certificates for redemption shall be subject to the requirements of the Representation Letter. The Trustee shall promptly notify the District in writing of the numbers of the 2012A Certificates or portions thereof so selected for prepayment. Upon surrender of any 2012A Certificate prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and yield, equal in aggregate accreted maturity amount to the unprepaid portion of the 2012A Certificate surrendered.

F. The Calamity Prepayment under Section 3.02(b) of the Original Declaration shall apply to the 2012A Certificates.

G. The 2012A Certificates shall bear interest from the date of original issue at the yield to maturity stated therefore in Section 2.B. above. The Interest Portion of the Installment Payment on the 2012A Certificates of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.B. above, on each February 1 and August 1 (each referred to herein as a “Compounding Date”), commencing on August 1, 2012. The Interest Portion of the Installment Payment on the 2012A Certificates shall be payable, together with the Principal Portion, only at maturity, upon optional redemption thereof, or on a Calamity Prepayment. For purposes of this Supplement to Declaration and the 2012A Certificates, the accreted amount of each 2012A Certificate as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be

the accreted amount as of the most recent Compounding Date prior to said date (or the principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.B. (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the date of original issue if such date precedes the first Compounding Date) to the redemption date.

H. The form of the 2012A Certificates is set forth as Attachment A hereto and shall constitute a “Certificate” or “Certificates” under the Original Declaration, as supplemented, except where the context refers to the 2008 Certificates, the 2010C Certificates, or the 2012A Certificates or as otherwise provided for in this Supplement to Declaration.

Section 3. Delivery of 2012A Certificates. Upon the execution and delivery of this Supplement to Declaration by the District and the Trustee, the Trustee shall issue, execute and deliver the 2012A Certificates to the Purchaser (or to The Depository Trust Company, New York, New York (“DTC”) as may be directed by the District).

Prior to the delivery of the 2012A Certificates by the Trustee there shall be filed with the Trustee:

- (a) A certified copy of the resolution or resolutions of the District authorizing the issuance of the 2012A Certificates and the execution and delivery of this Supplement to Declaration, the Amendment to Contract and the Continuing Disclosure Certificate;
- (b) An Opinion of Special Counsel to the effect that the 2012A Certificates have been duly and validly authorized and issued and regarding the tax-exempt nature of the Interest Portion of the Installment Payments on the Contract represented by the 2012A Certificates;
- (c) An original executed counterpart of an Amendment to Contract;
- (d) An original executed counterpart of this Supplement to Declaration;
- (e) A Request and Authorization to the Trustee, executed on behalf of the District by its Chair or Clerk of the District, to deliver the 2012A Certificates to the Purchaser therein identified, in the form and amount requested upon payment to the Trustee, for the account of the District, of a specified sum plus accrued interest on the 2012A Certificates to the date of delivery thereof;
- (f) A certificate of an Authorized Representative of the District as required by Section 3.08 of the Original Contract and to the effect that no Event of Default or event which, with the passage of time or giving of notice or both, would become an Event of Default exists or would be created by the issuance of the 2012A Certificates and the execution and delivery of the related documents;
- (g) An Amended Project Budget;
- (h) Approval of an additional levy from the Commissioner at least equal to the total amount of the Installment Payments for the 2012A Certificates;
- (i) A Certificate of Participation issued by the Commissioner pursuant to Minnesota Statutes Section 126C.55; and

(j) Such other customary closing papers as the Trustee or Special Counsel may reasonably require.

Section 4. Creation of Account. There is hereby created, within the Project Fund, an account designated the "2012A Certificates Account."

Section 5. Application of Proceeds of 2012A Certificates. The Trustee shall deposit the 2012A Certificates proceeds received by it for the account of the District from the original sale of the 2012A Certificates into the following funds and account:

(a) to the 2012A Certificates Account in the Project Fund \$\_\_\_\_\_; and

(b) to the Contract Revenue Fund (the accrued interest in the amount of \$\_\_\_\_\_ and the unused discount and rounding amount of \$\_\_\_\_\_) \$\_\_\_\_\_.

The proceeds of the 2012A Certificates credited to such account in the Project Fund shall be applied to payment of the Costs of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) portion of the Project and Costs of Issuance of the 2012A Certificates to the persons and in the amounts set forth in certificates of an Authorized Representative of the District, as provided for under Section 4.04 of the Original Declaration.

IN WITNESS WHEREOF, each of the parties hereto have caused this Supplement to Declaration of Trust to be executed by their proper corporate officers, all as of June 1, 2012.

INDEPENDENT SCHOOL DISTRICT NO. 709

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

U.S. BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF TRUST DATED AS OF JUNE 1, 2012, BY AND BETWEEN U.S. BANK NATIONAL ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA.

*M:\DOCS\05953\000050\MUN\OH854802.DOC*

## APPENDIX A

## FORM OF CERTIFICATE OF PARTICIPATION

No. \_\_\_\_

\$ \_\_\_\_\_

## FULL TERM CAPITAL APPRECIATION CERTIFICATE OF PARTICIPATION, SERIES 2012A

Evidencing the Proportionate Interest of the Registered Owner Hereof in

Installment Payments to be Made by  
 INDEPENDENT SCHOOL DISTRICT  
 NO. 709 (DULUTH), MINNESOTA

due under its Installment Purchase Contract dated June 1, 2008, as amended, and  
 as further amended on June 1, 2012 with U.S. Bank National Association

REGISTERED OWNER: CEDE &amp; CO.

ACCREDITED AMOUNT  
AT MATURITY

\_\_\_\_\_ DOLLARS

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
February 1, ____	June 6, 2012	_____

The registered owner (the "Owner") of this Full Term Capital Appreciation Certificate of Participation (the "Certificate") specified above is entitled to receive, unless called for earlier redemption, in the manner hereinafter set forth, the accreted amount at maturity specified above. The accreted amount at maturity set forth above is the original principal amount of \$\_\_\_\_\_ with interest from the date of original issue stated above, accreted and payable with the original principal amount on the maturity date specified above, at a yield to maturity which, compounded on each February 1 and August 1, commencing on August 1, 2012 (each such date, a "Compounding Date"), results in the accreted amount set forth in the table attached hereto for the specified amount per \$5,000 accreted amount at maturity, subject to the provisions for prepayment and redemption of this Certificate before maturity referred to below. The "accreted amount" of this Certificate, per \$5,000 of accreted amount at maturity (also referred to as "accreted maturity amount"), as of any given February 1 and August 1 is the original principal amount hereof plus interest accrued or compounded on such date, as set forth on the table attached hereto for each applicable February 1 and August 1.

This Certificate evidences an interest in the "Installment Payments" under that certain Installment Purchase Contract dated as of June 1, 2008, as amended, and as further amended by Amendment to Installment Purchase Contract dated as of June 1, 2012 (collectively, the "Contract"), by and between U.S. Bank National Association (the "Vendor") and Independent School District No. 709 (Duluth), Minnesota (the "District"). The Certificates are being issued pursuant to that certain Supplement to Declaration of Trust, dated as of June 1, 2012, supplementing the Declaration of Trust dated as of June 1, 2008, as supplemented (collectively, the "Declaration of Trust"), between the District and U.S. Bank National Association (the "Trustee"). The principal corporate trust office of the Trustee is located at St. Paul, Minnesota (such principal office herein being referred to as the "Principal Office").

The aforesaid original principal amount is payable subject to the terms of the Contract and represents an interest of the Owner hereof in portions of the Installment Payments designated as principal coming due under the Contract. The Owner is also entitled to receive, subject to the terms of the Contract, the Owner's share of the Installment Payments designated as interest coming due under the

Contract. Interest on this Certificate will not be paid separately, but will only be paid with principal as an accreted amount. The accreted amount payable hereunder is payable in lawful money of the United States of America that at the time of payment shall be legal tender for the payment of public and private debts. The accreted amount is payable upon presentation of the Certificate at the Principal Office of the Trustee on the maturity date or the date called for prepayment (the "Certificate Payment Date"). The accreted amount on this Certificate will be paid to the Registered Owner in whose name this Certificate is registered on the registration books maintained by the Trustee and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding the Certificate Payment Date.

So long as this Certificate is registered in the name of DTC or its Nominee as provided in the Declaration of Trust, and as those terms are defined therein, payment of the accreted amount on this Certificate and notice with respect thereto shall be made as provided in the Representation Letter, as defined in the Declaration of Trust, and surrender of this Certificate shall not be required for payment of the redemption price upon a partial redemption of this Certificate. Until termination of the book-entry only system pursuant to the Declaration of Trust, the Certificates may only be registered in the name of DTC or its Nominee.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration of Trust.

This Certificate has been executed by the Trustee pursuant to the terms of the Declaration of Trust. Copies of the Contract and the Declaration of Trust are on file at the office of the District and at the Principal Office of the Trustee, and reference to the Contract and the Declaration of Trust and any and all amendments to such agreements is made for a description of the pledges and the covenants of the District securing the payment of Installment Payments, the nature, the extent and the manner of enforcement of such pledges and covenants and the rights and the terms and the conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Contract and the Declaration of Trust may be amended with respect to the Certificates by the parties thereto and, with respect to the Declaration of Trust with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, as more fully set forth in the Declaration of Trust or without such consent for the purpose of curing any ambiguity, correcting defects or in regard to questions arising under the Declaration of Trust, provided such amendment does not adversely affect the interest of the Owners of the Certificates.

The registration of this Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the Principal Office of the Trustee, upon surrender hereof together with a written instrument of transfer approved by the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee a new fully registered Certificate or Certificates of the same aggregate accreted amount at maturity and Certificate Payment Date as the surrendered Certificate. The Trustee also shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may charge a transfer fee for such transfer. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment and no transfer of any Certificate shall be required between the Record Date and the relevant Certificate Payment Date.

The Certificates are issued originally only as global book-entry certificates in the denomination of the entire accreted amount at maturity of the issue maturing on a single date or, if a portion of the Certificates are prepaid, the unredeemed portion of the aggregate accreted amount at maturity, in the form of fully registered Certificates in Authorized Denominations of accreted maturity amount of \$5,000 each or any integral multiple thereof. Upon surrender thereof at the Principal Office of the Trustee with a

written request of exchange satisfactory to the Trustee duly executed by the Owner or by his attorney duly authorized in writing, at the option of the Owner thereof, the Certificate may be exchanged for an equal aggregate accreted amount at maturity of Certificates of other Authorized Denominations of accreted maturity amount of the same maturity, yield and tenor.

This Certificate is one of the Certificates issued pursuant to the Declaration of Trust and for the purposes of providing funds to finance a portion of the costs of the Project described in the Contract (the "Project"), and paying certain expenses related to the issuance of the Certificates. This Certificate and the rights of the Owner hereof are in all respects subject to and governed by the Declaration of Trust.

The Certificates are being issued as Additional Certificates in the aggregate accreted amount at maturity of \$\_\_\_\_\_ under the Declaration of Trust and are secured on a parity with the Full Term Certificates of Participation, Series 2008B, dated June 1, 2008, in the aggregate principal amount of \$111,440,000 and with the Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, in the aggregate principal amount of \$5,000,000.

All or a part of the Outstanding Certificates, as provided for in the Contract, are subject to redemption and prepayment at any time, at the option of the District, at the Prepayment Price set out in the next paragraph if the Project, or a part thereof, are damaged or destroyed to the extent described in Section 6.01(b) and 9.03(b)(ii) of the Contract.

All Certificates maturing in the years 2023 and thereafter are subject to optional redemption in whole or in part on February 1, 2022, and on any date thereafter at a Prepayment Price equal to the accreted amount thereof as of the most recent Compounding Date occurring prior to the Prepayment Date plus simple interest on the Certificates to be redeemed accrued from the most recent Compounding Date to the Prepayment Date at the yield applicable to this Certificate on the accreted values table attached hereto. Redemption of the Certificate may be in whole or in part. If redemption is in part, the maturities and accreted amounts (in increments of \$5,000 of accreted maturity amount) within each maturity to be redeemed shall be determined by the District.

If less than all of the Certificates are called for prepayment, the District shall determine the maturity year and amount within each maturity year to be prepaid. To effect a partial redemption of the Certificates having a common maturity date, the Trustee, prior to giving notice of redemption, shall assign to each Certificate having a common maturity date a distinctive number for each \$5,000 of the accreted maturity amount of such Certificate. The Trustee shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Certificates, as many numbers as, at \$5,000 for each number, shall equal the sum of said accreted amount of such Certificates to be redeemed. The Certificates to be redeemed shall be the Certificates to which were assigned numbers so selected. So long as the Certificates are registered in the name of Cede & Co. as nominee of DTC, selection of Certificates for redemption shall be subject to the requirements of the Representation Letter hereinafter defined. The Trustee shall promptly notify the District in writing of the numbers of the Certificates or portions thereof so selected for prepayment. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and yield, equal in aggregate accreted maturity amount to the unprepaid portion of the Certificate surrendered.

As more fully described in the Declaration of Trust, notice of prepayment shall be given by the Trustee by mailing a copy of the notice of prepayment not less than thirty (30) days nor more than sixty (60) days prior to the Prepayment Date to the District and the Owner of each Certificate affected at the address shown on the Certificate register maintained by the Trustee on the date such notice is mailed. Each notice of prepayment shall be dated and shall state the Prepayment Date, the place of prepayment,

the CUSIP numbers to the extent applicable, the Prepayment Price and, if less than all the Certificates are to be prepaid, the distinctive numbers of the Certificates to be prepaid, and shall also state that the interest portion of the Installment Payments represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on such date there will become due and payable on each of such Certificates the Prepayment Price.

Notice of prepayment having been duly given as aforesaid and moneys for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee on the Prepayment Date designated in such notice, the Certificates or the portions thereof so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Installment Payments represented by the Certificates so called for prepayment shall cease to accrue, Certificates or portions thereof shall cease to be entitled to any benefit or security under the Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of such Prepayment Price.

The accreted amounts of the Certificates of this issue per \$5,000 of accreted amount at maturity, together with the original principal amount thereof, are set forth in the accreted value table attached hereto. The accreted amount on any date other than the maturity date set forth on the table attached hereto is (i) if the date is a Compounding Date, the accreted amount is as of the Compounding Date, or (ii) if the date is not a Compounding Date, the accreted amount is as of the most recent Compounding Date prior to such date (or is the original principal amount if the date precedes August 1, 2012) plus accrued interest at a rate equal to the yield to maturity of the Certificate (calculated on the bases of a 360 day year of twelve 30 day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the issuance date if the other date precedes August 1, 2012) to such other date.

The District has certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of Minnesota and the Contract to exist, to have happened and to have been performed precedent to the delivery of the Contract exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by signature of an authorized officer as of the Date of Original Issue set forth above.

U.S. BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, the within-mentioned Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer such Certificate on the Certificate register with full power of substitution in the premises.

Dated:

Signature(s):

Signature(s):

\_\_\_\_\_  
 NOTICES: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

\_\_\_\_\_  
 NOTICE: The signatures of this Assignment must correspond with the name that appears upon the face of the within Certificate in particular, without alteration, enlargement or any change whatever.

The Trustee will be required to register a Certificate in the name of a transferee only if provided with the information requested below. The transferee (or his designated representative) should provide as much of the information requested below as is applicable to him prior to submitting this Certificate for transfer.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Social Security or Employer Identification Number: \_\_\_\_\_  
 If a Trust, Name and Address of Trustee: \_\_\_\_\_

*Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

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**AMENDMENT TO  
INSTALLMENT PURCHASE CONTRACT  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, AS VENDEE  
AND  
U.S. BANK NATIONAL ASSOCIATION, AS VENDOR  
DATED AS OF JUNE 1, 2012  
RELATING TO  
FULL TERM CAPITAL APPRECIATION  
CERTIFICATES OF PARTICIPATION, SERIES 2012A**

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This instrument drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, MN 55802

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## AMENDMENT TO INSTALLMENT PURCHASE CONTRACT

THIS AMENDMENT TO INSTALLMENT PURCHASE CONTRACT, made as of the 1<sup>st</sup> day of June, 2012, between INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), Minnesota, an independent school district organized under the laws of the State of Minnesota (the "District") and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the "Vendor").

WHEREAS, the District has heretofore entered into an Installment Purchase Contract with the Vendor dated as of June 1, 2008 (the "Original Contract"), pursuant to which the Vendor sold the District certain real and personal properties for use as school and transportation facilities described in the Original Contract (the "Project") and the District agreed to pay to the Vendor certain Installment Payments (as defined in the Original Contract); and

WHEREAS, pursuant to a Declaration of Trust dated as of June 1, 2008 (the "Original Declaration"), the Vendor executed and delivered \$111,440,000 Full Term Certificates of Participation, Series 2008B, dated June 1, 2008, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract (the "2008 Certificates"); and

WHEREAS, pursuant to Section 2.04 of the Original Contract, the District and the Vendor have agreed to enter into amendments to the Original Contract to add the legal descriptions of the parcels of land to Schedule 1 of Exhibit A of the Original Contract as such land is acquired or any land owned by the District is to be improved under the Original Contract; and

WHEREAS, the District and the Vendor have entered into two Amendments to Installment Purchase Contracts (Real Estate), dated September 22, 2009, and December 16, 2009; and

WHEREAS, pursuant to Section 5.02(b) of the Original Contract, the District may modify or add items to the Project, as described in the Original Contract, provided that no such change in the description of the Project shall increase the aggregate amount of the Project Costs beyond the maximum funds under the Original Contract, as amended, and the District and the Vendor have agreed to enter into an amendment to the Original Contract, as amended, to add items to the Project, as described in Schedule 2 of Exhibit A to this Amendment to Installment Purchase Contract; and

WHEREAS, pursuant to Section 3.08 of the Original Contract, Additional Certificates may be issued under the Original Contract, the Original Declaration and amendments thereto to complete improvements to, or renovation of, the Project, subject to the conditions set forth in Section 3.08 of the Original Contract; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "2010 Amendment"), to add land to Schedule 1 of Exhibit A to the Original Contract, to modify and add items to the Project, to provide for the

issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth; and

WHEREAS, pursuant to the Original Declaration, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010 (the "2010 Supplement to Declaration"), the Vendor executed and delivered \$5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract, as amended by the 2010 Amendment (the "2010C Certificates"); and

WHEREAS, this Amendment to Installment Purchase Contract is also such an additional amendment to add land to Schedule 1 of Exhibit A to the Original Contract, as amended, to modify and add items to the Project, to provide for the issuance of Additional Certificates, and certain other related amendments as herein set forth; and

WHEREAS, the District has authorized and requested that Additional Certificates, described as the Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 6, 2012, in the original principal amount of \$12,801,327 and a total accreted amount at maturity of \$\_\_\_\_\_ (the "2012A Certificates") to be issued under the Original Declaration, as supplemented, including the Supplement to Declaration of Trust dated as of June 1, 2012; and

WHEREAS, Section 3.08 of the Original Contract provides that upon issuance of Additional Certificates, the Vendor and the District shall increase the Installment Payments by an amount sufficient to pay when due the principal and interest on such Additional Certificates; and

WHEREAS, the amendments herein made to the Original Contract do not prejudice the interests of the Registered Owners of the 2008 Certificates or the 2010C Certificates heretofore issued pursuant to the Original Declaration and the 2010 Supplement to Declaration.

NOW, THEREFORE, the District and the Vendor hereby agree to amend the Original Contract as follows:

1. Schedule 1 of Exhibit A to the Original Contract, as amended, is hereby further amended by adding the legal descriptions of the real estate shown on Exhibit A-1 hereto and on Exhibit A-2 hereto.

2. Schedule 2 of Exhibit A to the Original Contract, as amended, is further hereby amended in its entirety by modifying and adding items to the Project as shown on Exhibit A-3 hereto.

3. The estimated Costs of the Project as set forth in the first sentence of Section 5.02(b) of the Original Contract, as amended by the 2010 Amendment, is further amended to provide, as of the date of this Amendment, as follows: The District estimates that the Costs of the Project, excluding Costs of Issuance, as amended, are \$137,936,410.42 to be funded by the proceeds of the 2008 Certificates in the amount of \$111,449,415.98, the proceeds of the 2010C Certificates in the amount of \$4,896,783.26, the proceeds of the 2012A Certificates in the amount of \$12,568,026.00, and investment income on such issues, estimated to be

\$9,022,185.18. The proceeds of the 2012A Certificates in the amount of \$12,568,026.00 shall be used to finance a portion of the Costs of the acquisition and improvements to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

4. The Installment Payment schedule as set forth on Exhibit A to the Original Contract, as amended by the 2010 Amendment, is hereby further amended and restated by the Installment Payment schedule on Exhibit A hereto to increase the Installment Payments by an amount sufficient to pay when due the principal of and interest on the 2008 Certificates, the 2010C Certificates and the accreted amount at maturity of the 2012A Certificates. The Original Contract, as amended, and all conditions, terms and provisions thereof, as such may apply to Installment Payments, shall apply to the Installment Payments for each of the 2008 Certificates, the 2010C Certificates and the 2012A Certificates.

5. The District covenants and agrees, in order to have sufficient funds to pay the Installment Payments when due, to levy taxes on all taxable property in the District, in accordance with Section 3.07 of the Original Contract.

6. Except as herein amended, all terms and provisions of the Original Contract as originally executed and as otherwise amended shall remain in full force and effect.

(remainder of page left intentionally blank)





**EXHIBIT A**

- I. DESCRIPTION OF THE REAL ESTATE  
See Attached Schedule 1, as Amended
- II. DESCRIPTION OF FACILITIES  
See Attached Schedule 2, as Amended
- III. INSTALLMENT PAYMENT SCHEDULE

Installment Payments Payment Date	2008 Certificates Principal Portion	2008 Certificates Interest Portion	2008 Certificates Total Installment Purchase Payment	2008 Certificates Interest Rate Per Annum	2010C Certificates Principal Portion	2010C Certificates Interest Portion	2010C Certificates Total Installment Purchase Payment	2010C Certificates Interest Rate Per Annum	2012A Certificates Accreted Amount at Maturity	2012A Certificates Approximate Yield to Maturity	Combined Total Installment Purchase Payment
2/1/2009	\$2,440,000.00	\$3,193,908.33	\$5,633,908.33	3.500%	--	--	--	--	--		
8/1/2009	--	\$2,352,731.25	\$2,352,731.25		--	--	--	--	--		
2/1/2010	\$1,415,000.00	\$2,352,731.25	\$3,767,731.25	3.500%	--	--	--	--	--		
8/1/2010	--	\$2,327,968.75	\$2,327,968.75		--	--	--	--	--		
2/1/2011	\$1,875,000.00	\$2,327,968.75	\$4,202,968.75	3.500%	--	--	--	--	--		
8/1/2011	--	\$2,295,156.25	\$2,295,156.25		--	\$127,156.25	\$127,156.25				
2/1/2012	\$3,190,000.00	\$2,295,156.25	\$5,485,156.25	3.500%	\$210,000.00	\$76,293.75	\$286,293.75	2.00%			
8/1/2012	--	\$2,239,331.25	\$2,239,331.25		--	\$74,193.75	\$74,193.75				
2/1/2013	\$3,455,000.00	\$2,239,331.25	\$5,694,331.25	3.500%	\$255,000.00	\$74,193.75	\$329,193.75	2.00%			
8/1/2013	--	\$2,178,868.75	\$2,178,868.75		--	\$71,643.75	\$71,643.75				
2/1/2014	\$3,470,000.00	\$2,178,868.75	\$5,648,868.75	3.750%	\$255,000.00	\$71,643.75	\$326,643.75	2.00%			
8/1/2014	--	\$2,108,743.75	\$2,108,743.75		--	\$69,093.75	\$69,093.75				
2/1/2015	\$4,040,000.00	\$2,108,743.75	\$6,148,743.75	4.000%	\$260,000.00	\$69,093.75	\$329,093.75	2.00%			
8/1/2015	--	\$2,027,943.75	\$2,027,943.75		--	\$66,493.75	\$66,493.75				
2/1/2016	\$4,360,000.00	\$2,027,943.75	\$6,387,943.75	4.000%	\$265,000.00	\$66,493.75	\$331,493.75	2.25%			
8/1/2016	--	\$1,940,743.75	\$1,940,743.75		--	\$63,512.50	\$63,512.50				
2/1/2017	\$4,700,000.00	\$1,940,743.75	\$6,640,743.75	4.000%	\$265,000.00	\$63,512.50	\$328,512.50	2.50%			
8/1/2017	--	\$1,846,743.75	\$1,846,743.75		--	\$60,200.00	\$60,200.00				
2/1/2018	\$5,060,000.00	\$1,846,743.75	\$6,906,743.75	4.000%	\$275,000.00	\$60,200.00	\$335,200.00	3.00%			
8/1/2018	--	\$1,745,543.75	\$1,745,543.75		--	\$56,075.00	\$56,075.00				
2/1/2019	\$5,455,000.00	\$1,745,543.75	\$7,200,543.75	4.000%	\$280,000.00	\$56,075.00	\$336,075.00	3.00%			
8/1/2019	--	\$1,636,443.75	\$1,636,443.75		--	\$51,875.00	\$51,875.00				
2/1/2020	\$5,875,000.00	\$1,636,443.75	\$7,511,443.75	4.000%	\$285,000.00	\$51,875.00	\$336,875.00	3.00%			
8/1/2020	--	\$1,518,943.75	\$1,518,943.75		--	\$47,600.00	\$47,600.00				
2/1/2021	\$6,320,000.00	\$1,518,943.75	\$7,838,943.75	4.125%	\$295,000.00	\$47,600.00	\$342,600.00	3.00%			
8/1/2021	--	\$1,388,593.75	\$1,388,593.75		--	\$43,175.00	\$43,175.00				
2/1/2022	\$6,800,000.00	\$1,388,593.75	\$8,188,593.75	4.250%	\$305,000.00	\$43,175.00	\$348,175.00	3.00%			
8/1/2022	--	\$1,244,093.75	\$1,244,093.75		--	\$38,600.00	\$38,600.00				
2/1/2023	\$7,305,000.00	\$1,244,093.75	\$8,549,093.75	4.250%	\$315,000.00	\$38,600.00	\$353,600.00	3.25%			
8/1/2023	--	\$1,088,862.50	\$1,088,862.50		--	\$33,481.25	\$33,481.25				
2/1/2024	\$7,850,000.00	\$1,088,862.50	\$8,938,862.50	4.375%	\$325,000.00	\$33,481.25	\$358,481.25	3.25%			
8/1/2024	--	\$917,143.75	\$917,143.75		--	\$28,200.00	\$28,200.00				
2/1/2025	\$8,445,000.00	\$917,143.75	\$9,362,143.75	4.750%	\$335,000.00	\$28,200.00	\$363,200.00	4.00%			
8/1/2025	--	\$716,575.00	\$716,575.00		--	\$21,500.00	\$21,500.00				
2/1/2026	\$9,040,000.00	\$716,575.00	\$9,756,575.00	4.750%	\$345,000.00	\$21,500.00	\$366,500.00	4.00%			
8/1/2026	--	\$501,875.00	\$501,875.00		--	\$14,600.00	\$14,600.00				

<b>Installment Payments Payment Date</b>	<b>2008 Certificates Principal Portion</b>	<b>2008 Certificates Interest Portion</b>	<b>2008 Certificates Total Installment Purchase Payment</b>	<b>2008 Certificates Interest Rate Per Annum</b>	<b>2010C Certificates Principal Portion</b>	<b>2010C Certificates Interest Portion</b>	<b>2010C Certificates Total Installment Purchase Payment</b>	<b>2010C Certificates Interest Rate Per Annum</b>	<b>2012A Certificates Accreted Amount at Maturity</b>	<b>2012A Certificates Approximate Yield to Maturity</b>	<b>Combined Total Installment Purchase Payment</b>
2/1/2027	\$9,690,000.00	\$501,875.00	\$10,191,875.00	5.000%	\$360,000.00	\$14,600.00	\$374,600.00	4.00%			
8/1/2027	--	\$259,625.00	\$259,625.00		--	\$7,400.00	\$7,400.00				
2/1/2028	\$10,385,000.00	\$259,625.00	\$10,644,625.00	5.000%	\$370,000.00	\$7,400.00	\$377,400.00	4.00%			
	\$111,440,000.00	\$63,865,770.83	\$175,305,770.83		\$5,000,000.00	\$1,698,737.50	\$6,698,737.50				

**EXHIBIT A-1**

Legal Description of Real Estate to be added to Schedule 1 of Exhibit A of the Original Contract, which is added in fee simple, as follows:

## EXHIBIT A-2

Legal Description of Real Estate to be added to Schedule 1 of the Original Contract, which is added pursuant to a Ground Lease, as follows:

**EXHIBIT A-3****Revised description of Schedule 2 to Exhibit A of the Original Contract:****SCHEDULE 2****Description of Facilities**

1. Congdon Elementary
  - Gym, ASD Room, Work Room, Music Room and Kindergarten Additions
  - Land Acquisition for Site Expansion, Parking Lot Improvements and Construction
2. Grant Elementary (now Myers-Wilkins Elementary)
  - Classroom, Gym, Cafeteria, Office, Media Center, Head Start/Special Education, Resource Area Additions, Play Area
  - Land Acquisition for Site Expansion
  - Site Improvements (Storm Water)
3. Homecroft Elementary
  - Classroom Addition
4. New Laura MacArthur Elementary
  - New Elementary Building for 550 Students (to be enlarged for Head Start and Special Education Program)
  - Land Acquisition for Site Expansion
5. New Lester Park Elementary
  - New Elementary Building for 550 Students
  - Land Acquisition for Site Expansion
6. Ordean High School
  - Classroom, Activities and Secondary Technical Additions
  - Stadium
  - Portion of Land Acquisition for Site Expansion and Parking Lot Improvements
7. East Middle School
  - New Aquatics Center
8. Denfeld High School
  - New Cafeteria, Classroom and Secondary Technical Additions
  - Land Acquisition for Site Expansion
9. Transportation Facility
  - Preliminary Design Only
10. Land Acquisition for Portion of Access Road for new Western Middle School and for Portion of Site Expansion for new Lincoln Park/Piedmont Elementary School

Resolution Authorizing The Execution And Delivery Of An Amendment To  
Lease Purchase Agreement And Supplement To Declaration Of Trust And Approving The Issuance, Sale  
And Delivery Of \$6,340,000  
Certificates Of Participation, Series 2012b

BE IT RESOLVED, by the School Board (the "School Board") of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the "District"), as follows:

Section 1. A. Pursuant to the authority contained in Minnesota Statutes, Section 465.71, as amended (the "Act"), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement.

B. The District has approved a Long-Range Facilities Plan (the "Plan") and the Commissioner of Education has approved the District's borrowing of \$35,404,371 under the Act to finance the purchase of real and personal property for the improvement of the school facilities; such improvements which constitute the Project being described in the Original Lease (as hereinafter defined).

C. By Resolution No. B-8-09-2680, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into a lease purchase agreement pursuant to the Act to finance the costs of the Project, with the interest component of the rental payments being tax-exempt under the Internal Revenue Code of 1986, as amended, and issuing certificates of participation in the rental payments under the lease purchase agreement in the maximum principal amount of \$35,400,000 pursuant to a declaration of trust.

D. The District selected Associated Trust Company, National Association, Milwaukee, Wisconsin (the "Trustee") to act as lessor and the trustee as follows: the Trustee, as lessor, entered into a Lease Purchase Agreement dated as of October 1, 2009 (the "Original Lease") with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of October 1, 2009 (the "Original Declaration"), pursuant to which the Certificates of Participation, Series 2009B in the Rental Payments under the Original Lease in the principal amount of \$35,400,000 (the "2009 Certificates"), were executed and delivered by the Trustee.

E. By Resolution No. B-9-10-2820 adopted September 13, 2010, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Lease to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing certificates of participation in the rental payments under a supplement to the Original Declaration in the maximum principal amount of \$1,605,000.

F. The Trustee, as lessor, and the District, as lessee, entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010 (the "First Amendment to Lease"), to revise and restate the rental payments, such amendment shall modify the Original Lease. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the "First Supplement to Declaration"), pursuant to which the Certificates of Participation, Series 2010D in the rental payments under the Lease in the principal amount of \$1,605,000 (the "2010D Certificates") were executed and delivered by the Trustee.

G. The District has approved an amendment to the Plan and the Commissioner of Education has approved the District's borrowing of an additional \$6,430,000 under the Act to finance additional costs for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

H. By Resolution No. B-4-12-3008 adopted April 24, 2012, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Lease, as amended, to provide additional funds to purchase the real and personal property for the items listed for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary), which are a portion of the Project and issuing certificates of participation in rental payments under a supplement to the Original Declaration, as supplemented, in the maximum principal amount of \$6,340,000.

I. The Trustee, as lessor, and the District, as lessee, shall enter into an Amendment to Lease Purchase Agreement dated as of June 1, 2012 (the "Second Amendment to Lease"), to revise and restate the rental payments, such amendment shall modify the Original Lease, as modified by the First Amendment to Lease (the Original Lease, as modified by the First Amendment to Lease and the Second Amendment to Lease, is herein referred to as the "Lease"). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of June 1, 2012 (the "Second Supplement to Declaration"), pursuant to which the Certificates of Participation, Series 2012B, in the rental payments under the lease in the principal amount of \$6,340,000 (the "2012B Certificates") shall be executed and delivered by the Trustee (the Original Declaration, as supplemented by the First Supplement to Declaration and the Second Supplement to Declaration, is herein referred to as the "Declaration").

J. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

(1) The Second Amendment to Lease proposed to be made and entered into between the District and the Trustee, as lessor; and

(2) The Second Supplement to Declaration proposed to be made and entered into between the District and the Trustee, as trustee.

Section 2. The District has solicited bids for the sale of the 2012B Certificates and an offer has been received from \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"), to purchase the 2012B Certificates at a cash price of \$\_\_\_\_\_, plus accrued interest on the total principal amount from June 6, 2012, to the date of delivery and upon condition that the 2012B Certificates mature and bear interest as follows and are payable at the times and on the terms set forth in the Lease and the Declaration.

C. The 2012B Certificates to be issued shall mature on March 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

<i>Year</i>	<i>Amount</i>	<i>Interest Rate</i>
2014	\$260,000	
2015	\$265,000	
2016	\$270,000	
2017	\$270,000	
2018	\$275,000	
2019	\$285,000	
2020	\$290,000	
2021	\$300,000	

2022	\$310,000	
2023	\$320,000	
2024	\$330,000	
2025	\$340,000	
2026	\$355,000	
2027	\$370,000	
2028	\$385,000	
2029	\$400,000	
2030	\$420,000	
2031	\$435,000	
2032	\$460,000	

D. Redemption. (i) The 2012B Certificates maturing in the years 2014 through 2021 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2022 and in subsequent years shall each be subject to redemption and prepayment at the option of the District on March 1, 2021, and on any date thereafter, in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine at a price of par plus accrued interest to the date of redemption, as provided for in the Declaration.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner as set forth in the Lease, the 2012B Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

(iii) The 2012B Certificates maturing on March 1 in the years 20\_\_, 20\_\_ and 20\_\_ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Declaration at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Trustee shall select for redemption, by lot or other manner deemed fair, on March 1 in each of the following years the following stated principal amounts:

For the 2012B Certificates maturing on March 1, 20\_\_:

Year	Amount
	\$
*	\$

\* Final Maturity

For the 2012B Certificates maturing on March 1, 20\_\_:

Year	Amount
	\$
*	\$

\* Final Maturity

For the 2012B Certificates maturing on March 1, 20\_\_:

Year	Amount
	\$
*	\$

\* Final Maturity

E. The District, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The Chair and the Clerk are authorized to execute on the part of the District a contract for the sale of the 2012B Certificates in accordance with the Purchaser's proposal.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Second Amendment to Lease and the Second Supplement to Declaration;

B. The terms of the Second Amendment to Lease and the Second Supplement to Declaration are found to be advantageous to the District and are hereby approved; and

C. The Rental Payments under the Lease are subject to annual appropriation by the District and the Lease is subject to termination at the end of each fiscal year of the District.

Section 4. There was created and shall be continued a separate Rental Payment Account (the "Account") for payment of the Rental Payments under the Lease, which shall be a separate segregated account within the District's general fund. The monies in the Account shall be used for no purpose other than the payment of the Rental Payments and the other payments under the Lease. The Chief Financial Officer/Executive Director of Business Services is authorized and directed to transfer monies of the District to the Account, as from time to time authorized by the District's budget, in the amounts so authorized to pay the Rental Payments and the other payments due under the Lease.

Section 5. The Second Amendment to Lease and the Second Supplement to Declaration are hereby approved. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Second Amendment to Lease and the Second Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Second Amendment to Lease and the Second Supplement to Declaration by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Second Amendment to Lease and the Second Supplement to Declaration, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2012B Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Second Amendment to Lease and the Second Supplement to Declaration, and the issuance, sale and delivery of the 2012B Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Lease and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Second Amendment to Lease and the Second Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Lease and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, the Purchaser, or any holder of the 2012B Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, the Purchaser, and any holder from time to time of the 2012B Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the Second Amendment to Lease and the Second Supplement to Declaration, and the 2012B Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2012B Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2012B Certificates herein authorized have been duly entered on his register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2012B Certificates, certified copies of all proceedings and records of the District relating to the 2012B Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax-exempt status and marketability of the 2012B Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including those heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2012B Certificates.

#### Section 14. Tax Covenants.

A. The District covenants and agrees with the holders of the 2012B Certificates that the District will (i) take all action on its part necessary to cause the interest on the 2012B Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the 2012B Certificates and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the 2012B Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the 2012B Certificates and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the 2012B Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the 2012B Certificates were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the 2012B Certificates or \$100,000. To this effect, any proceeds of the 2012B Certificates and any sums from time to time held in the Lease Revenue Account or the Prepayment Account by the Trustee (or any other District funds or accounts which will be used to pay principal and interest to become due on the 2012B Certificates) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the 2012B Certificates and money in the Lease Revenue Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the 2012B Certificates to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The School Board covenants and certifies to and for the benefit of the owners of the 2012B Certificates that no use will be made of the proceeds of the 2012B Certificates which will cause the 2012B Certificates to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the School Board hereby agrees to comply throughout the term of the issue of the 2012B Certificates with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder and Section 5.01 of the Declaration.

Section 15. Continuing Disclosure. The District acknowledges that the 2012B Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal obligations enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the obligations. To provide for the public availability of certain information relating to the 2010D Certificates and the security therefor and to permit underwriters of the 2012B Certificates to comply with the Rule, which will enhance the marketability of the 2012B Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Adopted this 15<sup>th</sup> day of May, 2012.

Motion made by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, to approve Resolution #B-5-12-\_\_\_\_, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

M:\DOCS\05953\000055\ROL\S30369.DOCX

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**SUPPLEMENT TO DECLARATION OF TRUST**

**BY AND BETWEEN**

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,  
as Trustee,**

**AND**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH), MINNESOTA**

**DATED AS OF JUNE 1, 2012**

**RELATING TO**

**\$6,340,000 CERTIFICATES OF PARTICIPATION, SERIES 2012B**

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## SUPPLEMENT TO DECLARATION OF TRUST

THIS SUPPLEMENT TO DECLARATION OF TRUST, dated as of June 1, 2012, supplementing the Declaration of Trust dated as of October 1, 2009, as supplemented, between ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota (the "Trustee"), and INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, an independent school district organized under the laws of the State of Minnesota (the "District").

## WITNESSETH:

WHEREAS, the District, as lessee, and the Trustee, as lessor, entered into that certain Lease Purchase Agreement dated as of October 1, 2009 (the "Original Lease"), by which the Trustee leases its interest in the Project (as defined in the Original Lease) to the District.

WHEREAS, the District and the Trustee entered into a Declaration of Trust, dated as of October 1, 2009 (the "Original Declaration"), which provided for the issuance of \$35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009 (the "2009 Certificates"), evidencing a proportionate interest in the Rental Payments to be made by the District under the Original Lease.

WHEREAS, the proceeds of the 2009 Certificates are being used to finance a portion of the Costs for the Project.

WHEREAS, the District found and determined that, in order to finance the Project, it was necessary and expedient that the Trustee execute and deliver \$1,605,000 Certificates of Participation, Series 2010D, dated October 1, 2010 (the "2010D Certificates"), evidencing a proportionate interest in the Rental Payments to be made under the Original Lease, as amended, to provide additional funds for the Project.

WHEREAS, the District and the Trustee entered into an Amendment to Lease dated as of October 1, 2010 (the "First Amendment to Lease"), to revise and restate the Rental Payments; such amendment modified the Original Lease.

WHEREAS, the Trustee and the District entered into a Supplement to Declaration of Trust, dated as of October 1, 2010 (the "First Supplement to Declaration"), which modified the Original Declaration and which provided for the issuance of the 2010D Certificates.

WHEREAS, other than the 2009 Certificates and the 2010D Certificates, no other certificates or obligations are payable from Rental Payments under the Original Lease, as amended.

WHEREAS, the District has found and determined that, in order to provide additional funds to finance the Project, it is necessary and expedient that the Trustee execute and deliver

\$6,340,000 Certificates of Participation, Series 2012B, dated June 6, 2012 (the “2012B Certificates”) to provide additional funds for the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) portion of the Project.

WHEREAS, the District and the Trustee have entered into an Amendment to Lease Purchase Agreement dated June 1, 2012 (the “Second Amendment to Lease”), to revise and restate the Rental Payments; such amendment modified the Original Lease and the First Amendment to Lease.

WHEREAS, the 2012B Certificates are being issued as Additional Certificates under the Original Declaration and are secured on a parity with the 2009 Certificates and the 2010D Certificates.

WHEREAS, the District will, pursuant to this Supplement to Declaration of Trust, dated as of June 1, 2012 (the “Second Supplement to Declaration”), deposit in a sub-account in the Construction Account under the Original Declaration the proceeds of the 2012B Certificates to pay Costs of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) portion of the Project or Costs of Issuance.

WHEREAS, the District and the Trustee have agreed that the Trustee will execute and deliver the 2012B Certificates in the form set forth on Attachment A hereto evidencing a proportionate interest in the Rental Payments to be made by the District under the Lease (the Second Amendment to Lease, the First Amendment to Lease and the Original Lease are collectively referred to herein as the “Lease”).

WHEREAS, upon delivery from the District to the Trustee of this executed Second Supplement to Declaration, a Request and Authorization and the other items required by Section 2.01.2 of the Original Declaration, the Trustee has agreed to execute and to deliver the 2012B Certificates to the Purchaser.

WHEREAS, the Trustee has agreed on behalf of the Owners of the 2009 Certificates, the 2010D Certificates and the 2012B Certificates to receive the Rental Payments due under the Lease and to apply and to disburse them in accordance with the Original Declaration, as amended by the First Supplement to Declaration and the Second Supplement to Declaration.

WHEREAS, by this Second Supplement to Declaration, the District agrees to forward the Rental Payments due under the Lease to the Trustee.

WHEREAS, the execution and delivery of this Second Supplement to Declaration and the issuance of the 2012B Certificates provided for herein have been in all respects duly and validly authorized by resolution of the District.

WHEREAS, all things necessary to make the 2012B Certificates, when executed by the Trustee as in this Second Supplement to Declaration provided, the valid, binding and legal limited obligations of the District, according to the import thereof have been done and performed.

NOW, THEREFORE, in consideration of the premises, the covenants and the conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, each of the capitalized terms used in this Second Supplement to Declaration shall have the same meaning as set forth in the Original Declaration and the First Supplement to Declaration and shall have the same meaning as set forth in the Lease. With respect to any defined term that is given a different meaning under this Second Supplement to Declaration, it shall have the meaning designated herein. As used in this Second Supplement to Declaration and recitals hereto, the terms defined in the Original Declaration and the First Supplement to Declaration shall have the meanings assigned to them therein. In addition, unless otherwise indicated or the context otherwise requires, the following terms shall have the following respective meanings hereunder:

“2009 Certificates” shall mean the \$35,400,000 Certificates of Participation, Series 2009B dated October 1, 2009, issued under the Original Declaration.

“2010D Certificates” shall mean the \$1,605,000 Certificates of Participation, Series 2010D, dated October 1, 2010, issued under the First Supplement to Declaration.

“2012B Certificates” shall mean the \$6,340,000 Certificates of Participation, Series 2012B, dated June 6, 2012, issued under this Second Supplement to Declaration.

Section 2. Creation of 2012B Certificates for Issuance. There is hereby created for issuance a series of Additional Certificates to be designated:

CERTIFICATES OF PARTICIPATION, SERIES 2012B  
Evidencing the Proportionate Interest of the Registered Owner in  
Rental Payments to be made by  
INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA  
Pursuant to a Lease Purchase Agreement, dated October 1, 2009, as amended on  
October 1, 2010, and June 1, 2012, with  
Associated Trust Company, National Association

A. Under Section 2.01.2 of the Original Declaration, as supplemented, the 2012B Certificates shall be issued in the aggregate principal amount of Six Million Three Hundred Forty Thousand Dollars (\$6,340,000). The 2012B Certificates shall specify June 6, 2012, as their original issue date.

B. In accordance with the restated schedule for the Rental Payments under the Second Amendment to Lease, the 2012B Certificates shall become due and payable on March 1 of the respective years and in the respective principal amounts, and shall bear interest at the respective rates per annum, set forth in the table below:

<i>YEAR</i>	<i>AMOUNT</i>	<i>INTEREST RATE</i>
2014	\$260,000	
2015	\$265,000	
2016	\$270,000	
2017	\$270,000	
2018	\$275,000	
2019	\$285,000	
2020	\$290,000	
2021	\$300,000	
2022	\$310,000	
2023	\$320,000	
2024	\$330,000	
2025	\$340,000	
2026	\$355,000	
2027	\$370,000	
2028	\$385,000	
2029	\$400,000	
2030	\$420,000	
2031	\$435,000	
2032	\$460,000	

C. Pursuant to Section 3.02(a) of the Original Declaration, the following optional prepayment provision is added for the 2012B Certificates:

“The 2012B Certificates maturing on and after March 1, 2022 shall be subject to prepayment, at the option of the District, in whole and in part, at the applicable Prepayment Price on March 1, 2021, and on any date thereafter, if the District elects to prepay all or a portion of the Principal Portion and Accrued Interest Portion thereon of the Rental Payments.”

D. The following mandatory sinking fund redemption provision shall be added to Section 3.02(a) of the Original Declaration for the 2012B Certificates:

“The 2012B Certificates maturing on March 1, 20\_\_, are subject to mandatory sinking fund redemption on March 1 of the years and in the amounts set forth below:

Maturity	Year	Amount
March 1		
March 1		

“The 2012B Certificates maturing on March 1, 20\_\_, are subject to mandatory sinking fund redemption on March 1 of the years and in the amounts set forth below:

Maturity	Year	Amount
March 1		
March 1		

“The 2012B Certificates maturing on March 1, 20\_\_, are subject to mandatory sinking fund redemption on March 1 of the years and in the amounts set forth below:

Maturity	Year	Amount
March 1		
March 1		

E. The form of 2012B Certificates is set forth as Attachment A hereto and shall constitute a “Certificate” or “Certificates” under the Original Declaration, as supplemented by the Second Supplement to Declaration, except where the context refers to the 2009 Certificates, or the 2010D Certificates or the 2012B Certificates or as otherwise provided for in this Supplement to Declaration.

Section 3. Delivery of 2012B Certificates. Upon the execution and delivery of this Second Supplement to Declaration by the District and the Trustee, the Trustee shall issue, execute and deliver the 2012B Certificates to the Purchaser (or to The Depository Trust Company, New York, New York (“DTC”) as may be directed by the District).

Prior to the delivery of the 2012B Certificates by the Trustee there shall be filed with the Trustee:

- (a) a certified copy of the resolution or resolutions of the District authorizing the issuance of the 2012B Certificates and the execution and delivery of this Second Supplement to Declaration, the Second Amendment to Lease and the Continuing Disclosure Certificate;
- (b) an Opinion of Special Counsel to the effect that the 2012B Certificates have been duly and validly authorized and issued and regarding the tax-exempt nature of the Interest Portion of the Rental Payments on the Lease represented by the 2012B Certificates;
- (c) an original executed counterpart of the Second Amendment to Lease;
- (d) an original executed counterpart of this Second Supplement to Declaration;
- (e) a Request and Authorization to the Trustee, executed on behalf of the District by its Chair or Clerk of the District, to deliver the 2012B Certificates to the Purchaser therein identified, in the form and amount requested upon payment to the Trustee, for the account of the District, of a specified sum plus accrued interest on the 2012B Certificates to the date of delivery thereof;

(f) a certificate of an Authorized Representative of the District as required by Section 5.5 of the Original Lease and to the effect that no Event of Default or event which, with the passage of time or giving of notice or both, would become an Event of Default exists or would be created by the issuance of the 2012B Certificates and the execution and delivery of the related documents;

(g) an Amended Project Budget; and

(h) such other customary closing papers as the Trustee or Special Counsel may reasonably require.

Section 4. Creation of Account. There is hereby created, within the Construction Account, a sub-account designated the “2012B Certificates Sub-Account.”

Section 5. Application of Proceeds of 2012B Certificates. The Trustee shall deposit the 2012B Certificates proceeds received by it for the account of the District from the original sale of the 2012B Certificates into the following account and sub-account:

(a) to the 2012B Certificates Sub-Account in the Construction Account \$\_\_\_\_\_; and

(b) to the Lease Revenue Account (capitalized interest in the amount of \$\_\_\_\_\_, the accrued interest in the amount of \$0.00 and the rounding amount of \$\_\_\_\_\_) \$\_\_\_\_\_.

The proceeds of the 2012B Certificates credited to such sub-account in the Construction Account shall be applied to payment of the Costs of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) portion of the Project and Costs of Issuance of the 2012B Certificates to the persons and in the amounts set forth in certificates of an Authorized Representative of the District, as provided for under Section 4.04 of the Original Declaration.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, each of the parties hereto have caused this Supplement to Declaration of Trust to be executed by their proper corporate officers, all as of June 1, 2012.

INDEPENDENT SCHOOL DISTRICT NO. 709

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

SIGNATURE PAGE TO SUPPLEMENT TO DECLARATION OF TRUST DATED AS OF  
JUNE 1, 2012, BY AND BETWEEN ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH),  
MINNESOTA.

**ATTACHMENT A****FORM OF CERTIFICATE OF PARTICIPATION**

No. \_\_\_\_\_

\$ \_\_\_\_\_

CERTIFICATE OF PARTICIPATION, SERIES 2012B  
Evidencing the Proportionate Interest of the Registered Owner Hereof in  
Rental Payments to be Made by  
INDEPENDENT SCHOOL DISTRICT  
NO. 709 (DULUTH), MINNESOTA  
due under its Lease Purchase Agreement dated October 1, 2009,  
as amended on October 1, 2010, and on June 1, 2012, with  
Associated Trust Company, National Association

REGISTERED OWNER: CEDE &amp; CO.

PRINCIPAL AMOUNT: \_\_\_\_\_

<u>Maturity Date</u>	<u>Interest Rate Per Annum</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
March 1, _____	_____ %	June 6, 2012	_____

The registered owner (the “Owner”) of this Certificate of Participation (the “Certificate”) specified above is entitled to receive on the earlier of the Maturity Date shown above or on the prepayment date, if any (in either case, the “Certificate Payment Date”), the Principal Amount specified above, and on each March 1 and September 1 (the “Interest Payment Date”) commencing March 1, 2013 (or the next day if the first is not a Business Day) until such Certificate Payment Date, an amount equal to interest on such principal amount computed at the Interest Rate Per Annum set forth above on the basis of a 360-day year consisting of twelve 30-day months, all subject to the provisions set forth herein. This Certificate evidences an interest in the “Rental Payments” under that certain Lease Purchase Agreement dated as of October 1, 2009, as amended by Amendments to Lease Purchase Agreement dated as of October 1, 2010 and June 1, 2012 (collectively, the “Lease”), by and between Associated Trust Company, National Association (the “Lessor”) and Independent School District No. 709 (Duluth), Minnesota (the “District”). The Certificates are being issued pursuant to that certain Supplement to Declaration of Trust, dated as of June 1, 2012, supplementing the Declaration of Trust dated as of October 1, 2009, as supplemented (collectively, the “Declaration of Trust”), between the District and Associated Trust Company, National Association (the “Trustee”). The principal corporate trust office of the Trustee is located at Milwaukee, Wisconsin (such principal office herein being referred to as the “Principal Office”).

The aforesaid Principal Amount is payable subject to the terms of the Lease and represents an interest of the Owner hereof in portions of the Rental Payments designated as principal coming due under the Lease. The Owner is also entitled to receive, subject to the terms of the Lease, the Owner’s share of the Rental Payments designated as interest coming due under the Lease. All amounts payable hereunder are payable in lawful money of the United States of

America that at the time of payment shall be legal tender for the payment of public and private debts. The amounts representing principal are payable upon presentation of the Certificate at the Principal Office of the Trustee on the Interest Payment Date and the amounts representing interest are payable by check or draft of the Trustee mailed on each Interest Payment Date to the Owner of record as set forth herein. Interest on this Certificate will be paid to the Registered Owner in whose name this Certificate is registered on the registration books maintained by the Trustee and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding the Certificate Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof as of the Regular Record Date, and shall be payable to the person who is the Registered Owner hereof at the close of business on a date (the "Special Record Date") fixed by the Trustee whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to the Registered Owners not less than ten days prior to the Special Record Date.

So long as this Certificate is registered in the name of DTC or its Nominee as provided in the Declaration of Trust, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Certificate and notice with respect thereto shall be made as provided in the Representation Letter, as defined in the Declaration of Trust, and surrender of this Certificate shall not be required for payment of the redemption price upon a partial redemption of this Certificate. Until termination of the book-entry only system pursuant to the Declaration of Trust, the Certificates may only be registered in the name of DTC or its Nominee.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration of Trust.

This Certificate has been executed by the Trustee pursuant to the terms of the Declaration of Trust. Copies of the Lease and the Declaration of Trust are on file at the office of the District and at the Principal Office of the Trustee, and reference to the Lease and the Declaration of Trust and any and all amendments to such agreements is made for a description of the pledges and the covenants of the District securing the payment of Rental Payments, the nature, the extent and the manner of enforcement of such pledges and covenants and the rights and the terms and the conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Lease and the Declaration of Trust may be amended with respect to the Certificates by the parties thereto and, with respect to the Declaration of Trust with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, as more fully set forth in the Declaration of Trust or without such consent for the purpose of curing any ambiguity, correcting defects or in regard to questions arising under the Declaration of Trust, provided such amendment does not adversely affect the interest of the Owners of the Certificates.

The registration of this Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the Principal Office of the Trustee, upon surrender hereof together with a written instrument of transfer approved by the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee a new fully registered Certificate or Certificates of the same aggregate principal amount and Certificate

Payment Date as the surrendered Certificate. The Trustee also shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may charge a transfer fee for such transfer. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment and no transfer of any Certificate shall be required between the Record Date and the relevant Interest Payment Date.

These Certificates are issued originally only as global book-entry certificates in the denomination of the entire principal amount of the issue maturing on a single date, or, if a portion of said principal is prepaid, said principal amount less the payment, in the form of fully registered Certificates in Authorized Denominations of \$5,000 each or any integral multiple thereof. Upon surrender thereof at the Principal Office of the Trustee with a written request of exchange satisfactory to the Trustee duly executed by the Owner or by his attorney duly authorized in writing, at the option of the Owner thereof, the Certificate may be exchanged for an equal aggregate principal amount of Certificates of other Authorized Denominations of the same maturity, interest rate and tenor.

This Certificate is one of the Certificates issued pursuant to the Declaration of Trust and for the purposes of providing funds to finance a portion of the Costs for the Project described in the Lease (the "Project"), and paying certain expenses related to the issuance of the Certificates. This Certificate and the rights of the Owner hereof are in all respects subject to and governed by the Declaration of Trust.

The Certificates are being issued as Additional Certificates, in the aggregate principal amount of \$6,340,000, under the Declaration of Trust and are secured on a parity with the Certificates of Participation, Series 2009B, dated October 1, 2009, in the aggregate principal amount of \$35,400,000, and the Certificates of Participation, Series 2010D, dated October 1, 2010, in the aggregate principal amount of \$1,605,000.

All or a part of the Outstanding Certificates, as provided for in the Lease, are subject to redemption and prepayment at any time, at the option of the District, at their principal amount and accrued interest to the date of redemption if the Project, or a part thereof, is damaged or destroyed to the extent described in Section 11.1(b) and 7.3(b)(ii) of the Lease.

All Certificates maturing in the years 2022 and thereafter are subject to optional redemption in whole or in part on March 1, 2021, and on any date thereafter at a price of the principal amount thereof, plus accrued interest.

The Certificates maturing on March 1 in the years 20\_\_, 20\_\_ and 20\_\_ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Declaration of Trust at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

If less than all of the Certificates are called for prepayment, the District shall determine the maturity year and amount within each maturity year to be prepaid and the Trustee shall select the Certificates or any given portion thereof to be prepaid from the Outstanding Certificates by lot within any maturity. The Trustee shall promptly notify the District in writing of the numbers

of the Certificates or portions thereof so selected for prepayment. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and interest rate, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

As more fully described in the Declaration of Trust, notice of prepayment shall be given by the Trustee by mailing a copy of the notice of prepayment not less than thirty (30) days nor more than sixty (60) days prior to the Prepayment Date to the District and the Owner of each Certificate affected at the address shown on the Certificate register maintained by the Trustee on the date such notice is mailed. Each notice of prepayment shall be dated and shall state the Prepayment Date, the place of prepayment, the CUSIP numbers to the extent applicable, the Prepayment Price and, if less than all the Certificates are to be prepaid, the distinctive numbers of the Certificates to be prepaid, and shall also state that the Interest Portion of the Rental Payments represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on such date there will become due and payable on each of such Certificates the Prepayment Price.

Notice of prepayment having been duly given as aforesaid and moneys for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee on the Prepayment Date designated in such notice, the Certificates or the portions thereof so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Portion of the Rental Payments represented by the Certificates so called for prepayment shall cease to accrue, Certificates or portions thereof shall cease to be entitled to any benefit or security under the Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of such Prepayment Price.

The District has certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of Minnesota and the Lease to exist, to have happened and to have been performed precedent to the delivery of the Lease exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by signature of an authorized officer as of the Date of Original Issue set forth above.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION

By \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, the within-mentioned Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer such Certificate on the Certificate register with full power of substitution in the premises.

Dated:

Signature(s):

Signature(s):

NOTICES: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

NOTICE: The signatures of this Assignment must correspond with the name that appears upon the face of the within Certificate in particular, without alteration, enlargement or any change whatever.

The Trustee will be required to register a Certificate in the name of a transferee only if provided with the information requested below. The transferee (or his designated representative) should provide as much of the information requested below as is applicable to him prior to submitting this Certificate for transfer.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security or Employer Identification Number: \_\_\_\_\_

If a Trust, Name and Address of Trustee: \_\_\_\_\_

*Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

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**AMENDMENT TO  
LEASE PURCHASE AGREEMENT**

**BETWEEN**

**ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE  
AS LESSOR**

**AND**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH), MINNESOTA, AS LESSEE**

**DATED AS OF JUNE 1, 2012**

**RELATING TO  
\$6,340,000 CERTIFICATES OF PARTICIPATION, SERIES 2012B**

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This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, MN 55802

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## AMENDMENT TO LEASE PURCHASE AGREEMENT

THIS AMENDMENT TO LEASE PURCHASE AGREEMENT dated as of the 1<sup>st</sup> day of June, 2012, by and between ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States and qualified to conduct business in the State of Minnesota (acting in its trust capacity) (the “Lessor” or the “Trustee”), and INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, an independent school district organized under the Laws of the State of Minnesota (the “District”) as lessee;

### W I T N E S S E T H:

WHEREAS, the District has heretofore entered into a Lease Purchase Agreement with the Lessor dated as of October 1, 2009 (the “Original Lease”), pursuant to which the Lessor leased, with an option to purchase, to the District certain improvements to the Facilities (as defined in the Original Lease) and the purchase of personal property to be located thereon as described in the Original Lease (the “Project”) and the District agreed to pay to the Lessor certain Rental Payments (as defined in the Original Lease); and

WHEREAS, pursuant to a Declaration of Trust dated as of October 1, 2009 (the “Original Trust Agreement”), the Lessor issued \$35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009, evidencing an undivided ownership interest in the Rental Payments made under the Original Lease (the “2009 Certificates”); and

WHEREAS, pursuant to Section 5.5 of the Original Lease, Additional Certificates may be issued under the Original Lease, the Original Trust Agreement and amendments thereto to complete improvements to, or renovation of, the Project, subject to the conditions set forth in Section 5.5 of the Original Lease; and

WHEREAS, pursuant to such authority in the Original Lease, Additional Certificates, described as the Certificates of Participation, Series 2010D, dated October 1, 2010, in the principal amount of \$1,605,000 (the “2010D Certificates”), were issued under the Original Trust Agreement, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010; and

WHEREAS, pursuant to Section 3.1 of the Original Lease, the District may modify or add items to the Project, as described in the Original Lease, provided that no such change in the description of the Project shall increase the aggregate amount of the Project Costs beyond the maximum funds provided in Section 3.1 of the Original Lease, as amended; and

WHEREAS, the District has authorized and requested that Additional Certificates, described as the Certificates of Participation, Series 2012B, dated June 1, 2012, in the amount of \$6,340,000 (the “2012B Certificates”) be issued under the Original Trust Agreement, as supplemented, and as further supplemented, by the Supplement to Declaration of Trust dated as of June 1, 2012; and

WHEREAS, Section 5.5 of the Original Lease provides that upon issuance of Additional Certificates, the Lessor and the District shall increase the Rental Payments by an amount sufficient to pay when due the principal and interest on such Additional Certificates; and

WHEREAS, the amendments herein made to the Original Lease, as amended, do not prejudice the interests of the Registered Owners of the 2009 Certificates or the 2010D Certificates heretofore issued pursuant to the Original Trust Agreement, as supplemented, and the Amendment to Lease Purchase Agreement dated as of October 1, 2010 (the “First Amendment”).

NOW, THEREFORE, the District and the Lessor hereby agree to amend the Original Lease, as amended, as follows:

1. Exhibit C to the Original Lease, which contains the project description for each of the Facilities, is hereby amended by modifying and adding items to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) as shown on Exhibit B hereto.

2. The estimated Costs for the Project as set forth in the first sentence of Section 3.1 of the Original Lease, as amended in the First Amendment, is further amended to provide, as of the date of this Amendment, as follows: The District estimates that the Costs for the Project, excluding Costs of Issuance, as amended by this Amendment, is \$42,819,290 to be funded by the proceeds of the 2009 Certificates in the amount of \$34,901,210, the proceeds of the 2010D Certificates in the amount of \$1,552,390, proceeds of the 2012B Certificates in the amount of \$6,012,856, and investment income on such proceeds estimated to be in the amount of \$352,834. The proceeds of the 2012B Certificates in the amount of \$6,012,856 shall be used to finance a portion of the Costs of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

3. The Rental Payment schedule as set forth on Exhibit B to the Original Lease and Exhibit A to the First Amendment is hereby amended and restated by the Schedule of Rental Payments on Exhibit A hereto to increase the Rental Payments by an amount sufficient to pay when due the principal of and interest on the 2009 Certificates, the 2010D Certificates and the 2012B Certificates. The Original Lease, as amended, and as further amended hereby and all conditions, terms and provisions thereof, as such may apply to the Rental Payments, shall apply to the Rental Payments for each of the 2009 Certificates, the 2010D Certificates and the 2012B Certificates.

4. Except as herein amended, all terms and provisions of the Original Lease as originally executed and as otherwise amended shall remain in full force and effect.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the District and the Lessor have caused this Amendment to Lease Purchase Agreement to be executed in their respective names and attested by duly authorized officers, all as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH), MINNESOTA

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

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Signature page to the Amendment to Lease Purchase Agreement dated as of June 1, 2012, and entered into between Independent School District No. 709 (Duluth), Minnesota and Associated Trust Company, National Association

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION, Lessor

By \_\_\_\_\_  
Its Vice President

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Signature page to the Amendment to Lease Purchase Agreement dated as of June 1, 2012, and entered into between Independent School District No. 709 (Duluth), Minnesota and Associated Trust Company, National Association

**EXHIBIT A**  
**SCHEDULE OF RENTAL PAYMENTS**

Installment Payments Payment Date	2009 Certificates Principal Portion	2009 Certificates Interest Portion	2009 Certificates Total Rental Payment	2009 Certificates Interest Rate Per Annum	2010D Certificates Principal Portion	2010D Certificates Interest Portion	2010D Certificates Total Rental Payment	2010D Certificates Interest Rate Per Annum	2012B Certificates Principal Portion	2012B Certificates Interest Portion	2012B Certificates Total Rental Payment	2012B Certificates Interest Rate Per Annum	Combined Total Rental Payment
9/1/2010	--	\$1,379,359.90	\$1,379,359.90		--	--	--						\$1,379,359.90
3/1/2011	--	\$752,378.13	\$752,378.13		\$90,000.00	\$25,087.50	\$115,087.50	2.50%					\$867,465.63
9/1/2011	--	\$752,378.13	\$752,378.13		--	\$28,980.00	\$28,980.00						\$781,358.13
3/1/2012	\$1,300,000.00	\$752,378.13	\$2,052,378.13	4.000%	\$65,000.00	\$28,980.00	\$93,980.00	2.50%					\$2,146,358.13
9/1/2012	--	\$726,378.13	\$726,378.13		--	\$28,167.50	\$28,167.50						\$754,545.63
3/1/2013	\$1,325,000.00	\$726,378.13	\$2,051,378.13	4.000%	\$65,000.00	\$28,167.50	\$93,167.50	2.50%					\$2,144,545.63
9/1/2013	--	\$699,878.13	\$699,878.13		--	\$27,355.00	\$27,355.00						\$727,233.13
3/1/2014	\$1,360,000.00	\$699,878.13	\$2,059,878.13	4.000%	\$65,000.00	\$27,355.00	\$92,355.00	2.50%					\$2,152,233.13
9/1/2014	--	\$672,678.13	\$672,678.13		--	\$26,542.50	\$26,542.50						\$699,220.63
3/1/2015	\$1,400,000.00	\$672,678.13	\$2,072,678.13	4.000%	\$65,000.00	\$26,542.50	\$91,542.50	2.50%					\$2,164,220.63
9/1/2015	--	\$644,678.13	\$644,678.13		--	\$25,730.00	\$25,730.00						\$670,408.13
3/1/2016	\$1,445,000.00	\$644,678.13	\$2,089,678.13	4.000%	\$65,000.00	\$25,730.00	\$90,730.00	3.00%					\$2,180,408.13
9/1/2016	--	\$615,778.13	\$615,778.13		--	\$24,755.00	\$24,755.00						\$640,533.13
3/1/2017	\$1,495,000.00	\$615,778.13	\$2,110,778.13	4.000%	\$65,000.00	\$24,755.00	\$89,755.00	3.00%					\$2,200,533.13
9/1/2017	--	\$585,878.13	\$585,878.13		--	\$23,780.00	\$23,780.00						\$609,658.13
3/1/2018	\$1,555,000.00	\$585,878.13	\$2,140,878.13	4.000%	\$70,000.00	\$23,780.00	\$93,780.00	3.50%					\$2,234,658.13
9/1/2018	--	\$554,778.13	\$554,778.13		--	\$22,555.00	\$22,555.00						\$577,333.13
3/1/2019	\$1,620,000.00	\$554,778.13	\$2,174,778.13	4.000%	\$70,000.00	\$22,555.00	\$92,555.00	3.50%					\$2,267,333.13
9/1/2019	--	\$522,378.13	\$522,378.13		--	\$21,330.00	\$21,330.00						\$543,708.13
3/1/2020	\$1,690,000.00	\$522,378.13	\$2,212,378.13	4.000%	\$75,000.00	\$21,330.00	\$96,330.00	4.00%					\$2,308,708.13
9/1/2020	--	\$488,578.13	\$488,578.13		--	\$19,830.00	\$19,830.00						\$508,408.13
3/1/2021	\$1,765,000.00	\$488,578.13	\$2,253,578.13	4.000%	\$75,000.00	\$19,830.00	\$94,830.00	4.00%					\$2,348,408.13
9/1/2021	--	\$453,278.13	\$453,278.13		--	\$18,330.00	\$18,330.00						\$471,608.13
3/1/2022	\$1,850,000.00	\$453,278.13	\$2,303,278.13	4.000%	\$80,000.00	\$18,330.00	\$98,330.00	4.00%					\$2,401,608.13
9/1/2022	--	\$416,278.13	\$416,278.13		--	\$16,730.00	\$16,730.00						\$433,008.13
3/1/2023	\$1,935,000.00	\$416,278.13	\$2,351,278.13	4.000%	\$80,000.00	\$16,730.00	\$96,730.00	4.00%					\$2,448,008.13
9/1/2023	--	\$377,578.13	\$377,578.13		--	\$15,130.00	\$15,130.00						\$392,708.13
3/1/2024	\$2,030,000.00	\$377,578.13	\$2,407,578.13	4.125%	\$85,000.00	\$15,130.00	\$100,130.00	4.25%					\$2,507,708.13
9/1/2024	--	\$335,709.38	\$335,709.38		--	\$13,323.75	\$13,323.75						\$349,033.13
3/1/2025	\$2,135,000.00	\$335,709.38	\$2,470,709.38	4.250%	\$90,000.00	\$13,323.75	\$103,323.75	4.25%					\$2,574,033.13
9/1/2025	--	\$290,340.63	\$290,340.63		--	\$11,411.25	\$11,411.25						\$301,751.88
3/1/2026	\$2,245,000.00	\$290,340.63	\$2,535,340.63	4.250%	\$90,000.00	\$11,411.25	\$101,411.25	4.50%					\$2,636,751.88
9/1/2026	--	\$242,634.38	\$242,634.38		--	\$9,386.25	\$9,386.25						\$252,020.63
3/1/2027	\$2,365,000.00	\$242,634.38	\$2,607,634.38	4.375%	\$95,000.00	\$9,386.25	\$104,386.25	4.50%					\$2,712,020.63
9/1/2027	--	\$190,900.00	\$190,900.00		--	\$7,248.75	\$7,248.75						\$198,148.75
3/1/2028	\$2,490,000.00	\$190,900.00	\$2,680,900.00	4.500%	\$100,000.00	\$7,248.75	\$107,248.75	4.50%					\$2,788,148.75
9/1/2028	--	\$134,875.00	\$134,875.00		--	\$4,998.75	\$4,998.75						\$139,873.75
3/1/2029	\$2,625,000.00	\$134,875.00	\$2,759,875.00	5.000%	\$105,000.00	\$4,998.75	\$109,998.75	4.65%					\$2,869,873.75
9/1/2029	--	\$69,250.00	\$69,250.00		--	\$2,557.50	\$2,557.50						\$71,807.50
3/1/2030	\$2,770,000.00	\$69,250.00	\$2,839,250.00	5.000%	\$110,000.00	\$2,557.50	\$112,557.50	4.65%					\$2,951,807.50
9/1/2030													
3/1/2031													
9/1/2031													
3/1/2032													
TOTAL	\$35,400,000.00	\$19,680,188.19	\$55,080,188.19		\$1,605,000.00	\$721,370.00	\$2,326,370.00						\$57,406,558.19

**EXHIBIT B**  
**Modification of Project Description**

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**Project Description - Congdon**

Poly floor vapor barrier for service tunnels  
New hot water boilers and hot water piping system throughout the building  
Two 100-amp electrical feeders and panels  
Split cooling system for computer server area  
Six 20-amp receptacles per classroom and associated wiring  
VendingMiser Vending Machine Controls  
T8 fluorescent lamps and ballasts, LED exit lights, Gym motion detectors  
Domestic water heat exchanger  
Low-flow flush valves for toilets & urinals  
Proximity card readers, magnetic door contacts on exterior doors, access control system  
CCTV camera system  
Classroom digital TV distribution system  
Classroom audio enhancement systems  
Transfer switch and emergency power generator for building  
Classroom Digital Smartboards  
Classroom whiteboard/markerboards  
Architectural structure and finishes to build new main entrance, expand cafeteria, educational adequacy upgrades  
Architectural structure and finishes to convert media center to classrooms  
Architectural structure and finishes to convert gym to media center  
Correct landscaping deterioration and erosion  
Creation of production kitchen in lieu of warming kitchen

**Project Description – Grant (now Myers-Wilkin)**

Pave south parking areas  
 Service Tunnels Floor Vapor Barrier  
 Replace case work in Existing Building  
 Front entrance landscaping and sod  
 Split cooling system for computer server area  
 Vending Miser Vending Machine Controls  
 Replace Existing Lighting System  
 Domestic Water Heat Exchanger  
 Low-flow flush valves on toilets & urinals  
 Second exit from Boiler Room  
 Proximity card readers, magnetic door contacts on exterior doors, access control system  
 CCTV camera system  
 Cisco VOIP phone system  
 Classroom digital TV distribution system  
 Classroom audio enhancement systems  
 Transfer switch and emergency power generator for building  
 Computer Workstations (desks) in computer room 209  
 Classroom Digital Smartboards  
 Classroom whiteboard/markerboards  
 Concrete floor for 1918 basement storage area  
 Propylene Glycol for Heating System  
 Architectural structure and finishes to convert old cafeteria/kitchen spaces into 2 kindergarten classrooms  
 Architectural structure and finishes to convert old gym space into headstart and large muscle special ed spaces  
 Architectural structure and finishes to modify entrance, relocate admin, expand cafeteria and education adequacy  
 2 Teacher planning centers on each floor  
 3 small group/multipurpose learning centers  
 Combine existing classrooms & coat rooms into larger classroom spaces  
 New elevator  
 Purchase intrusion alarm  
 Creation of production kitchen in lieu of warming kitchen

**RESOLUTION****Authorized Student Activity Bank Account Signer**

RESOLVED, by the School Board of Independent School District No. 709, St.

Louis County, Minnesota, that it hereby authorizes the following:

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
Lowell	DTCU	XXXX4	Lynn Litzinger	Elizabeth Larson

Expenditure Contracts Signed – April 2012

For your information, the Superintendent or the Director of Business Services has signed the following expenditure contracts during the month of April 2012:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Sounds Unlimited	\$275.00	General	Morgan Park – End of Year Event
Vista Fleet	3,072.49	General	Morgan Park – End of Year Event
Grandma's Sports Garden	2,842.44	General	Morgan Park –Choir Festival
TIES Training Center	Approx 755.00	General	TIES Workshop
Critters & Company	820.00	General	Homecroft – 2 performances
RAV Technologies	15,417.00	General	Conferencing System – HOCHS Board Room
Rodrigo Sanchez-Chavarria	600.00	General OEE	Multiple Presentations
Jeremy Craycraft	180.00	OEE	Presentation-Adelante Cultural Center
Brett Jones	180.00	OEE	Presentation-Adelante Cultural Center
Melanie Sever	180.00	OEE	Presentation-Adelante Cultural Center
Nixom Bustos	180.00	OEE	Presentation-Adelante Cultural Center
Cory Coffman	180.00	OEE	Presentation-Adelante Cultural Center
Pamela Bustos	180.00	OEE	Presentation-Adelante Cultural Center
BLB Consulting	9,390.00	Facilities	School Dude Facility Management System
Carlo Guerra	150.00	OEE	Presentation-Adelante Cultural Center
Sarra Vinnik	650.00	OEE	Presentation-Adelante Cultural Center
Givens Foundation	3,750.00	OEE	School Residency Agreement
Patrick Colvin	500.00	General	Morgan Park – Choir – Piano Accompanist



**Entertainment Agreement**  
**Sounds Unlimited Entertainment LLC**  
 2602 Elmira Avenue - Main Office - Superior WI 54880  
 (715) 392-9012 Fax: (715) 392-9012  
 (800) 977-4248  
 info@soundsdj.com - www.soundsdj.com

The following shall confirm the agreement between Sounds Unlimited Entertainment and Morgan Park Middle School  
attn: Deborah DeVaney.

**Client:** Deborah DeVaney  
**Morgan Park Middle School**  
 1243 88th Avenue West  
 Duluth, MN 55808  
 / 218-626-4512

**Event Type:** Middle School  
**Guest of Honor:** Morgan Park End of the School Year Cruise  
**Event Date:** Wednesday, June 06, 2012  
**Client #:** 41170  
**Event #:** 83675

1. Employment. We shall provide, and you shall hire the services of Sounds Unlimited Entertainment.
2. Duties. The company (we) shall provide services at your event as agreed upon. Said services are set forth herein.

**Event Location:** Vista Fleet Excursions  
 Vista Star  
 D.E.C.C. Dock  
 Duluth, MN

**Start:** 11:30 AM  
**End Time:** 2:00 PM  
**Package:** Disc Jockey Show (no deposit)  
**Description:** One entertainer and Premium JBL Sound System and Lighting Effects Show (2) speaker.

**Add. Location:**  
**Additional Services:**

**Additions:** ////

3. Compensation. You shall pay us for our services the sum of:

<b>Package Price:</b>	<b>\$375.00</b>	<b>Discount:</b>	<b>\$100.00</b>
<b>Package Additions:</b>	<b>\$0.00</b>	<b>Payments:</b>	<b>\$0.00</b>
<b>Deposit for Confirmation:</b>	<b>\$0.00</b>	<b>Total Due:</b>	<b>\$275.00</b>

**Terms and Conditions**

- THIS CONTRACT is for the personal services of a Disc Jockey (hereinafter called "Entertainer") for the event described above, between the undersigned purchaser of music (hereinafter called "Client") and the agent for the Entertainer, "SU"- Sounds Unlimited.
4. The Client shall at all times have complete control, direction, and supervision of the performance of services by the Entertainer at this engagement and Client expressly reserves the right to control the manner, and details of the performance of the services by the Entertainer. The Entertainer playing Client's music requests shall not be held responsible if certain selections are not available.
  5. This agreement of the Entertainer to perform shall be excused by detention of the Entertainer by accident, riots, strikes, epidemics, act of God, or any other legitimate condition beyond the Entertainer and SU control. If such circumstances should arise, all reasonable effort will be made by Sounds Unlimited to find a replacement Entertainer. Should SU be unable to procure a replacement Entertainer, Client shall receive a full refund. In all other circumstances, SU liability shall be limited to the cost of the services it is contracted to provide.
  6. SU carries \$2,000,000.00 aggregate liability coverage, and also a \$1,000,000.00 products & completed operations aggregate. Letter of Insurance and added premises owners & venues available.
  7. In the event of circumstances deemed by the Entertainer to present a threat or implied threat of injury or harm to the entertainer or any equipment in the Entertainer's possession, the Entertainer reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 20 minutes), Entertainer shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is not resolved or whether Entertainer resumes performance.
  8. Contract cancellations less than 30 days of engagement, requires payment in full. All cancellations must be submitted in writing. Client may apply the nonrefundable deposit to a rescheduled event within one year.
  9. Client must provide; reliable power source near, coverage from adverse weather conditions and adequate open space (12 ft. X 12 ft.) for set up. Damage, injuries or delay caused by failure to comply with this provision is the responsibility of the client.
  10. Balance Due shall be paid before the performance start time, on or before, date of event. Late payments have a \$50.00 penalty, plus all court cost and legal representation fees. Returned checks have a \$25.00 service charge.
  11. Specific entertainer requests (upon availability), must have contract and deposit returned within 30 days of Entertainment Agreement date.
  12. SU SHALL NOT BE BOUND BY THIS AGREEMENT CONTRACT UNTIL IT HAS BEEN SIGNED BY CLIENT, RETURNED TO & RECEIVED BY SU.

Deborah DeVaney Morgan Park Middle School Member of Sounds Unlimited Entertainment LLC

Date: 7/20/12 4/20/2012



## Contract

Vista Fleet

323 Harbor Drive  
Duluth, MN 55802

Phone: 218-722-6218 / 877-883-4002

Fax: 218-722-0448

www.vistafleet.com ssteinbach@vistafleet.com

<b>Prepared For:</b>	Deb DeVaney Morgan Park Middle School	<b>Event Date:</b>	6/6/2012 - Wednesday
<b>Address:</b>		<b>Phone:</b>	Work: 218-626-4512 ext. 131
<b>Email:</b>	deborah.devaney@duluth.k12.mn.us	<b>Event Title:</b>	Morgan Park Middle School Class Party
<b>Contract #:</b>	2177	<b>Guest Count:</b>	198
<b>Service Style:</b>	Charter	<b>Occasion:</b>	Class Party
<b>Sales Person:</b>	Sarah Steinbach ssteinbach@vistafleet.com		
<b>Event Total:</b>	\$3,072.49	<b>Per Person:</b>	\$15.52
<b>Deposit:</b>	\$250.00	<b>Deposit Due:</b>	6/1/2009
<b>Venue:</b>	Vista Star 323 Harbor Drive Duluth, MN 55802	<b>Last Change:</b>	3/20/2012
<b>Timeline:</b>	11:00 AM Setup 11:30 AM Boarding 12:00 PM Departure 2:00 PM Return		DJ may board to set up

### Special Contract Notes

225 passengers is the max capacity of the vessel.

### Acceptance

Once this contract is accepted, we will remove from our inventory and consider sold to you for your event, vessel space pursuant to the stated boarding, departure and return times.

### **Billing Procedures and Deposit Schedule**

A 25% deposit is due, along with the signed contract on the date indicated. Deposits and payments will be applied to your account in the form of credits. Deposits are non-transferable and non-refundable within 60 days from the cruise.

The final payment is due (2) days prior to the cruise date. After the final payment has been made, any additional passengers must be paid prior to departure. There shall be no refunds given for no-show passengers. If it is anticipated that other costs may be incurred, a pre-authorized credit card is required.

Payments may be paid in the form of cash, check or charge. Please make checks payable to Vista Fleet.

All charges not paid within 30 days of the cruise date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should Vista Fleet, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

### **Cancellations and Service Commitment**

The initial deposit is refundable if canceled a minimum of 60 days prior to the cruise.

When you contract for event space and for food and beverage services, those vessels and/or services are removed from our inventory and considered sold to you, and Vista Fleet makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Vista Fleet to know in advance whether or under what circumstances or at what rates it would be able to resell your services or facilities if you do not use them, as the result of a cancellation of your event. For that reason and others, we agree that in the event of cancellation less than 60 days prior to the event, the deposit will not be refunded. The deposit represents a reasonable effort on behalf of the Vista Fleet to establish its loss prospectively and shall be held as liquidated damages. The deposit is intended to compensate Vista Fleet for all of its losses associated with cancellation.

### **Conditions**

In consideration for payment made, the Vista Fleet shall provide vessel, Captain, crew, and the performance of any understandings herein described. The Captain shall be responsible for the operation and navigation of the vessel only.

### **Zero Tolerance Position**

The Chartering Party shall assume responsibility for the maintenance of order and the conduct of and damage caused by its guests or passengers at all times while aboard the vessel, and will not engage in, or permit those in its party to engage in any unlawful acts. This includes the sale or consumption of alcoholic beverages by persons under the age of twenty-one, and the sale or consumption of illegal substances. Any violation of this agreement shall enable the Vista Fleet to terminate the agreement and will result in the forfeiture of all fees. If such violation occurs while the vessel is underway, the Captain may proceed immediately to shore and disembark passengers. Law enforcement people will be called if necessary. Vista Fleet is not responsible for any loss or damage to anything left on the vessels.

### **Confirmation**

Unless other arrangements are specifically permitted in this Agreement, the Chartering Party is responsible for confirming minimum number of passengers two weeks prior to the cruise date, no allowances or credit will be made after this date for any decrease in number of passengers served. If the number of passengers should increase, the group or chartering party is responsible for calling the final count (2) days prior to the cruise and guests will be added based upon availability. If no number is received, the Vista Fleet will set, serve, and charge for the number of people estimated on this contract. If the final count exceeds the number reserved, the Vista Fleet will make the determination of availability of space and food service.

### **Bar Service**

If the chartering party chooses a Host, Partial Host, or Token Bar; the balance of the bar plus 15% gratuity and liquor tax will be charged to the credit card on file after the cruise.

### **Vista Fleet Policies**

**FOOD AND BEVERAGE:** No food or beverage may be brought on board without the prior authorization of the Vista Fleet. Minnesota State Health Department regulations and the Vista Fleet/Savories policy prohibit any food product left over to be taken off the premises. In case of inclement weather, Vista Fleet vessels are climate controlled and enclosed. Should a severe weather condition develop, and the Captain determines that conditions mandate that the cruise be canceled; a full or partial refund will be issued based on the circumstances.

**ANIMALS:** No animals or pets of any kind, except service animals, are allowed on Vista Fleet vessels.

**ENTERTAINMENT & OUTSIDE CONTRACTORS:** Vista Fleet must approve of any entertainment and outside contractor to be brought onto the vessels. Your outside contractors must comply with all requirements Vista Fleet deems appropriate, in

its sole discretion, regarding use of function space, vessels, and use of Vista Fleet's services.

**Acceptance**

I have read and understand the policies and procedures as outlined and agree to the terms and conditions stated.

Date: 4/19/12 Chartering Party Representative Signature: *W. Hanson*  
 Date: \_\_\_\_\_ Sarah Steinbach/Vista Fleet Representative: \_\_\_\_\_

**Credit Card Authorization Form**

CREDIT CARD HOLDER INFORMATION

NAME ON CREDIT CARD: \_\_\_\_\_  
 TYPE OF CREDIT CARD: (Circle One) VISA MC AMEX DISCOVER  
 TYPE OF ACCOUNT: (Circle One) PERSONAL BUSINESS  
 COMPANY NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_  
 EXPIRATION DATE: \_\_\_\_\_  
 BILLING ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AUTHORIZED USER OF CREDIT CARD

NAME: \_\_\_\_\_  
 COMPANY: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 TYPE OF CHARGES: \_\_\_\_\_  
 AUTHORIZED AMOUNT: \_\_\_\_\_  
 DATES OF CHARGES: \_\_\_\_\_

AUTHORIZATION OF CARD USE

I certify that I am the authorized holder and signer of the credit card referenced above.

I certify that all information above is complete and accurate.

I hereby authorize collection of payment for all charges as indicated above. Charges may not exceed the amount listed above in the "AUTHORIZED AMOUNT" field. I understand this is only for up to this amount during the time period of "DATES OF CHARGES" referenced above. If additional charges are going to be authorized a new form will have to be completed.

CARDHOLDER NAME \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**Event Detail Sheet**

**Event Day & Date: Thursday, May 3<sup>rd</sup> 2012**

**Group Name: Morgan Park Choir Festival**

<b>Name:</b> Deb. Devaney <b>Address:</b> _____ _____ <b>Phone:</b> 218-590-3784 <b>Fax:</b> 218-626-4320 <b>Email:</b> Deborah.devaney@duluth.k12.mn.us		<b>Function:</b> _____ <b>Arrival Time:</b> 11:45 <b>Serving Time:</b> Upon arrival? <b>Rental Period:</b> 11:45-2:30pm <b>Party &gt; 20ppl</b> _____ <b>Service Charge:</b> 18% <b>Space Requested:</b> Main Floor <b>Rental Charge:</b> Waived <b>Form of Payment:</b> _____ <b>Deposit Received:</b> _____					
<b>NUMBER OF GUESTS</b> <b>Estimated:</b> 250 <b>Guaranteed:</b> _____ <b>Children under 12:</b> _____							
<b>Event Details</b>		<b>Set-up Details</b>					
<b>Menu:</b>  <b><u>Pizza, Bonotta and Caesar Salad Buffet</u></b> -Non-Alcoholic Beverages included -\$7.99 per student+tax+service charge = \$10.35 each   <b>Estimate: For 250 people</b> Food Subtotal                      \$1,997.50 10.125% tax                            \$202.25 18% service charge                    \$359.55 7.875% tax on service charge       \$283.15 Room Rental                            \$0.00  <b>Total Estimate                            \$2,842.44</b>		<b>Communication Details (attach any additional)</b> Date of contact: 4/18/12 Date of confirmation: Manager's Initials: LS  <table border="1"> <tr> <td><b>Exp date</b></td> <td><b>Credit Card Type &amp; Number</b></td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		<b>Exp date</b>	<b>Credit Card Type &amp; Number</b>		
<b>Exp date</b>	<b>Credit Card Type &amp; Number</b>						
<b>Bar: (Cash or Open)</b> NO		<b>Signature</b> <i>[Signature]</i> <b>Date</b> 4/20/12					

Please review the above information. The current event guide describes terms of this contract. If you are in agreement with the details included in the current event guide, menu, and set-up, sign, date, and **return to Grandma's Sports Garden and Event Center, 425 S Lake Ave, Duluth MN 55802 or fax to (218) 720-3804 within 7 days.** If any information on this sheet is inaccurate, immediately contact Matt Baumgartner or Jenna Anderson at (218) 722-4724 or [mbaumgartner@grccorp.com](mailto:mbaumgartner@grccorp.com) or [janderson@grccorp.com](mailto:janderson@grccorp.com). Thank You.

\*All food and beverage is subject to an 18% service charge and applicable taxes.  
 \*\*Equipment rates do not include tax.

\*\*\*We will prepare 1 check for all parties over 20 people.





### CONFIRMATION OF PROGRAM FORM

Specializing in  
Natural Education

TO: Susan Leha

PHONE# 218-336-8865

This letter is considered confirmation of Critters and Company Inc.'s presentation on

Monday, April 2, 2012 from 12 noon to 2pm

for Humecroft Elm

To be performed at

4784 Howard Griesen Rd Duelth  
55803

Starts  
12 noon  
1 pm

Humecroft Elm agrees to pay Critters and Company Inc.

300 minus a discount\* of 10%

for the 2 performance(s) of Attitude that Make a Difference  
Stand

Additional expenses: Mileage 350 @ .50 = 175 Per Diem 1 @ 110 = 110

Total payment of (175 + 110) = \$285 should be

made out to Critters and Company Inc. and handed to the presenter prior to the performance.

Humecroft Elm agrees to assume all responsibilities for accidents or damages inadvertently caused by use of animals or birds on premises. This contract not obligate Critters and Company Inc., nor any of it's volunteers or staff, for any damages that occur prior to, during, or after the performance.

Please sign and return to Critters & Company. Upon receipt of this signed agreement the dates agreed upon will be considered confirmed. Please copy and maintain one copy for your files.

Acknowledged by: W. Hanson

\*Late payment forfeits discount

## INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 4<sup>th</sup> day of April, 2012, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709", and RAV Technologies, 2475 Xenium Lane North, Plymouth, MN 55441, party of the second part, hereinafter called Contractor",

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract and also under the penalty expressed in a bond hereto annexed, does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all materials (except only where otherwise especially provided herein to the contrary) which may be required in

building and completing the work required: Furnish and install conferencing system in the HOCHS Boardroom per the attached scope of services and quotation as follows:

Equipment	\$ 5,077.00
Materials	990.00
Labor	<u>9,350.00</u>
<b>Total</b>	<b>\$15,417.00</b>

For Period: Tentative Calendar date: April 23, 2012

Together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said directions to form a part of this contract.

**AUDIT:**

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor. (1998 Minn. Laws chp. 386, art. 1, & 6.)

**CONSIDERATION:**

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and in the specifications promises and agrees that the contract price submitted to ISD 709 in Contractor's bid shall be paid to said Contractor, in full for all claims and demands, and in the manner herein provided and subject to all specified and legal conditions, forfeitures and deductions.

**CONTRACT DOCUMENTS:**

It is understood and agreed that this contract consists of the following:

1. Printed Memoranda of Agreement
2. Numbered Addenda

3. Advertisement for Bids, Contractor's Bid and Resolution

Awarding Contract

- 4. Plans and Specifications on File at ISD 709
- 5. Certificate of Insurance
- 6. Current Department of Labor Wage Rate Table

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the chair of the Board of Education, or its designee, and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Bill Hanson

Date: 4/12/12

Bill Hanson, CFO/Executive Director of  
 Business Services  
 School Board Designee

CONTRACTOR

By: Jim Owens

Its: Saks M/R

Date: 4-11-12

Bart Smith  
Duluth Public Schools

Re: DSC boardroom proposed scope of work

RAV Technologies is pleased to provide you with the following proposal to upgrade the audio in your boardroom. This letter summarizes the scope of services to be performed Duluth Public Schools.

## **SCOPE OF SERVICES**

### **Abstract**

RAV Technologies will install Sennheiser digital discussion central unit ADN CU1 (supplied by others) which can power and control up to 40 (depending on cable length) connected delegate and chairperson units. The 'Conference Manager' can be used directly on the CU1 (supplied by others) by connecting a Screen, Mouse and Keyboard or through the use of the school's network and a laptop. The intuitive workflow of the conference manager allows a fluent monitoring and control of the conference, including but not limited to queuing of users, time limits for speaking, muting, and recording to a hard drive.

While this design doesn't really give the user a big red "Mute" button; if the chairperson has their laptop open and running the included software he/she can activate microphones, choose the next person in the Queue, set time limits on microphones, etc.

In addition to the microphone upgrade this proposal integrates a Biamp conferencing system, Biamp Red One controller, QSC amplifier and Tannoy Speakers into the system, while reusing the current equipment rack (removing the existing equipment and wiring from the rack). This will also give RAV Technologies the ability to better set levels and provide a better gain before feedback experience, multiple Media feeds and the ability to send audio to the current CATV infrastructure at a better level – which would not be affected by the volume of sound within the room.

### **Upgrade Process**

RAV will physically remove all existing wiring in the equipment rack, and do its best to remove all existing cable runs going from the equipment rack to the chairperson locations. In place of multiple mic wires, RAV will install two (3) cat5e cables from the equipment rack to the closest chairperson position. One of the three cat5e cables will will act as a wired Ethernet solution for the chairperson to connect the (owner provided) laptop to the Sennheiser system for more detailed control of the microphone system, while the other Cat5e cable will provide the interconnected audio communication for the microphones, and the final cat5 cable will be to power the Biamp RED1 controller. In addition, RAV will pull two (2) cat5e cables from the equipment rack to the floor box position for the wired microphones in the center of the floor. These microphones will be able to be connected or disconnected without disrupting the chairperson microphones.

At the equipment rack, RAV will take care not to disconnect the CATV back feed to the Cable head end for live broadcasts. RAV will install the new amplifier, speakers, and the Biamp hardware at the equipment rack and connect all of the necessary interconnects to the system. RAV Technologies will program the Biamp system so that it provides audio support to the room, and the overflow space as needed. Through programming of the RED-1, the end user will be able to control the room amplification speaker system through presets and limited volume control, so that we can prevent feedback in the room.

The miscellaneous materials budget covers the following components: Cabling, rack mounting hardware, speaker mounting hardware, connectors, and any other miscellaneous item that is required to provide you a fully functioning system.

**CLIENT RESPONSIBILITIES**

Should the user choose to have the ability to have significant control and flexibility over the system, the client needs to provide a laptop that will be able to connect to the Sennheiser microphone system, and install the necessary software to run the system. In addition, a network connection to the sound system will need to be provided, that grants wireless access to the conferencing system. Coordination shall be handled by the IT Manager of the Duluth Public Schools and RAV Technologies.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

Don Owens  
RAV Technologies  
2475 Xenium Lane  
Plymouth, MN 55441

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

\_\_\_\_\_  
Customer name

\_\_\_\_\_  
Customer acceptance signature

## AGREEMENT

**THIS AGREEMENT** made and entered into this 2 day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Rodrigo Sanchez-Chavarria an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 2, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

The contractor will be at East H.S. on April 30 from 8:30 a.m. until 7p.m. presenting to multi classroom groups of World History, Civics, International Studies and Spanish during 1-8<sup>th</sup> hours at the East H.S. school during the day. The contractor will also be at the Adelante Cultural Center's family night event on the evening of April 30, 2012 performing for approx. 20 min. to the whole community. As a "Palabrista" the contractor will use spoken word and narrative to share background of his homeland of Peru, his personal story of immigration to the U.S.A. and growing up as a Latino immigrant in Minnesota. Through his spoken word art and personal story narrative students, teachers and the community will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$600.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~415-17-0622~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$600 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on

behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

**8. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (Your Address) 994 oxford st. N. St. Paul, MN 55103.

**9. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

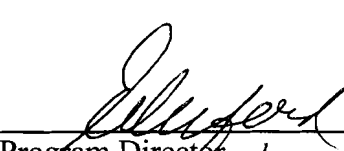
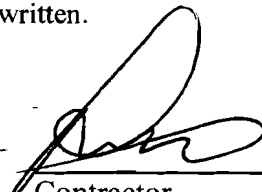
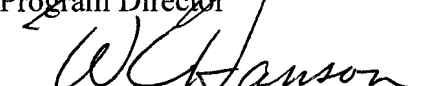
**10. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**11. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**12. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**13. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 _____ Program Director	4-6-12 _____ date	 _____ Contractor	4-4-12 _____ date
 _____ Director of Business Service	4/10/12 _____ date		

## AGREEMENT

**THIS AGREEMENT** made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Craycraft an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until ~~April 30, 2012~~, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30<sup>th</sup> at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~000-00-0000~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (your mailing address) 1401 Vermilion Rd, Duluth MN 55812

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Signature] 4/16/12  
Program Director date  
WCHanson 4/19/12  
Director of Business Service date

[Signature] 4/10/12  
Contractor date

## AGREEMENT

**THIS AGREEMENT** made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Brett Jones an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30<sup>th</sup> at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) Brett Jones . ~~501 70 1766~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (your mailing address) 6903 S. State Rd. 35, Foxboro, WI 54836

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Signature] 4/16/12  
Program Director date  
[Signature] 4/19/12  
Director of Business Service date

[Signature] 4/5/12  
Contractor date

## AGREEMENT

**THIS AGREEMENT** made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Melanie Sever an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30<sup>th</sup> at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) 445-244-7

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (your mailing address) 302-102<sup>ND</sup> Ave. W., Duluth, MN 55808

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

*[Signature]* 4/16/12  
Program Director date  
*W. Hanson* 4/19/12  
Director of Business Service date

*Melanie M. Sever* 4/11/12  
Contractor date

## AGREEMENT

194

**THIS AGREEMENT** made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Nixon Bustos an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30<sup>th</sup> at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~XXXXXXXXXX~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (your mailing address) 2411 John Ave. Superior WI 54880

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

<u><i>[Signature]</i></u>	<u>4/14/12</u>
Program Director	date
<u><i>W. C. Hanson</i></u>	<u>4/19/12</u>
Director of Business Service	date

<u><i>[Signature]</i></u>	<u>March 26/12</u>
Contractor	date

## AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Cory Coffman an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30<sup>th</sup> at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~XXXXXXXXXX~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (your mailing address) 4213 W 8<sup>th</sup> St Duluth MN 55807

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Signature] 4/16/12  
Program Director date

[Signature] 4/13/12  
Contractor date

[Signature] 4/19/12  
Director of Business Service date

## AGREEMENT

**THIS AGREEMENT** made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Famela Bustos an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30<sup>th</sup> at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) 244 98 9544.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail 2411 John Ave, Superior WI, 54880

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Signature] 4/16/12  
Program Director date  
W. Hanson 4/19/12  
Director of Business Service date

Pamela B. Buxton 3-26-12  
Contractor date



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 730 East Central Entrance*

*Mailing Address: 215 North 1st Avenue East*

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider *Kerry M. Leider*

**Date:** April 18, 2012

**Re:** Facilities Management SchoolDude Preventive Maintenance Implementation Consulting Services – BLB Consulting, LLC

Attached are two (2) copies of the Agreement between Independent School District #709 and BLB Consulting, LLC for consulting services to provide training and assist with the district-wide system set-up and implementation of the preventive maintenance procedures. The total estimated cost of these services is \$9,390.00.

I am recommending approval of the agreement with BLB Consulting, LLC. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments



December 28, 2011

David Spooner  
Supervisor of Maintenance & Construction  
Duluth Public Schools  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802

Dear David:

BLB Consulting, LLC proposes to provide consulting services to Duluth Public Schools to assist with the implementation of their SchoolDude facility management system.

#### Scope of Services

- System setup, 140 pm procedures input and 8 hrs of staff training for the SchoolDude PMDirect module.
- System setup, data entry of approximately 1,900 pieces of equipment (average of 100 per elementary, 200 per middle school and 300 per high school.) Categories and lists of assets will be discussed with district.
- Equipment assigned to the proper pm procedure.
- PM procedures assigned to the correct location and technician.
- PM procedures set for the intervals determined by the district.
- An implementation schedule with timelines, milestones and responsible parties.
- Other facilities management and planning services as requested within the stated timeframe and budget.
- This proposal will include services for the buildings listed below

Congdon Park  
Elementary School  
Homecroft  
Elementary School  
Lakewood  
Elementary School  
Laura Macarthur  
Elementary School

Lester Park  
Elementary School  
Lowell Elementary  
School  
Nettleton School  
Piedmont  
Elementary School  
Stowe Elementary  
School

Morgan Middle  
School  
Woodland Middle  
School  
Denfield High School  
East High School  
ALC/Unity High School

o

**Final Product**

Between January 1, 2012 and July 31, 2012 BLB Consulting, LLC will provide the district with the following deliverables.

- Input of 10 preventive maintenance procedures for each of the buildings listed above. This equals 1,400 preventive maintenance procedures.
- Input of 1,900 assets into the district's preventive maintenance programs.
- Two on-site visits, each 4 hours in length, focusing on implementation and training.
- A customized implementation schedule with timelines, milestones and responsible parties.
- Other facilities management and planning services as requested within the stated timeframe and budget.

**Fee Proposal**

BLB Consulting, LLC proposes to provide these services utilizing the most appropriate staff for each task.

Hourly Billing Rates

Sr. Project Manager	\$105 per hour
Project Manager	\$85 per hour
Assistant Project Manager	\$65 per hour
Data Entry – Level 1	\$45 per hour
Data Entry – Level 2	\$30 per hour
Data Entry – Level 3	\$25 per hour

The services proposed will be completed on a time and materials basis not to exceed

SchoolDude Equipment Data Entry	\$5,920.
SchoolDude Preventive Maintenance Procedures Setup	\$3,470.
Total Package Cost	\$9,390

If this proposal reflects your understanding of the services to be provided by BLB Consulting, LLC, please sign and return a copy to our office. If you have any questions regarding this proposal please contact Brian Boelter at 612-599-7639.

Brian Boelter  
 Brian Boelter, BLB Consulting, LLC

12-28-2011

Date

W. C. Hanson  
 Authorized Signature for Duluth Public Schools

4/19/12  
 Date

## AGREEMENT

203

**THIS AGREEMENT** made and entered into this 12 day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and  
Name Carlo Guerra an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 12, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

The contractor will DJ the dinner and Latin Dance lessons and music for the Adelante Cultural Center's 2012 Fiesta Latina. The contractor will present music from 6:00 p.m. to 8:00 p.m. on Monday, April 30, 2012. Through this music presentation students, families and the community will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~XXXXXXXXXX~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$150 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public

Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (Your Address) ~~1000 1<sup>st</sup> Ave~~ 2232 Livingston Ave <sup>204</sup>  
Duluth MN 55803

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

J. J. [Signature] 4-26-12  
Program Director date

W. K. Hanson 4/30/12  
Director of Business Service date

Carlos G. [Signature] 4-26-12  
Contractor date

## AGREEMENT

**THIS AGREEMENT** made and entered into this 12 day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Name Sarra Vinnik an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 12, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

The Contractor will perform one routine of salsa dance lasting between 4-6 minutes, with a partner, as part of the performances for the Adelante Cultural Center's 'Fiesta Latina' on April 30<sup>th</sup>, 2012. The contractor will also provide salsa dance instruction after the dinner and involve those in attendance to dance salsa for one hour. Through this salsa dance performance and instruction the community will be exposed to different cultural perspectives and people of different ethnicities. (\$150.00)

The contractor will provide a Latin Dance Residency during the Adelante Cultural Center's Summer Program at Lowell Elementary. The contractor will meet with students twice a week for 3 weeks in the month of June. During this residency Students will learn the history and cultural background of various Latin Dance styles as well as a routine to present to their families and friends at the end of the program. Through this Latin Dance Residency the students will be exposed to different cultural perspectives and people of different ethnicities. (\$500.00)

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150 (April 2012) and (\$500 June 2012). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number

(SSN#) ~~XXXXXXXXXX~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$150 (April) and (\$500 June) within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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**8. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (Your Address) 113 1/2 W 1<sup>st</sup> St. Apt. 201  
Duluth, MN 55802

**9. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

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**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Signature] 4-26-12  
Program Director date  
[Signature] 4/30/12  
Director of Business Service date

[Signature] 6-18-12  
Contractor date



## Givens School Residency Agreement 2011-2012

The Givens Foundation for African American Literature is pleased to enter into a residency agreement with Duluth School District for the ~~2010-2011~~ school year. The following is an agreement with The Givens Foundation and Duluth School District, 215 N 1st Avenue East Duluth, MN 55802, defining the specifics arrangements of your residency, expectations, and payment requirements.

**Residency Dates:** Morgan Park - April 30-May 4 and Nettleton -May 14-18, 2012  
**Assigned Residency Artist** Danielle Daniels  
**Duration:** 40 hours  
**Cost:** Discounted cost of \$3,750.00

As a partner with the Givens Foundation, your participation in a Givens residency will include:

- Prior to scheduled residency, meeting w/literary artist to establish goals, objectives, and activities of classroom residencies. Conference call April 20
  - Remaining present and providing classroom management during the residency and supporting of the collection of student works or student participation in residency events
  - Completing and returning residency reports and providing pre and post-residency feedback to Givens Education Coordinator
- Givens will provide:
- Artist to facilitate leading 2-4 classes of high school students in residencies utilizing the Book Units and including poetry unit.
  - Student presentations will occur at the end of each residency.

Funding for these residencies is made possible through a grant. We look forward to partnering with you in enriching the literary skills, promoting self-expression, and increasing access to African American literary resources for your teachers, students and families.

**Authorized Duluth Schools  
Representative/Contact:**

*[Handwritten signatures: Alan Eldred, Ron Haytore, W. Hanson]*

**Givens Foundation Representative:**

*[Handwritten signature: Arleta Little]*  
 \_\_\_\_\_  
 Arleta Little, Executive Director

**Contact Givens Foundation with questions at [education@givens.org](mailto:education@givens.org)**

**PATRICK COLVIN**

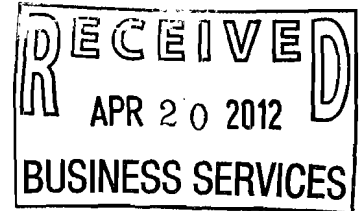
3906 Brian Rd  
Duluth, MN 55803-1336  
T (218) 343-5675  
patrick.colvin@gmail.com

**CONTRACT**

Date: 04/18/2012

Bill to:

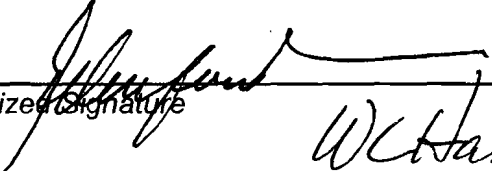
**DULUTH PUBLIC SCHOOLS**  
c/o Deborah Devaney  
Morgan Park Middle School Choir Program  
1243 88th Ave W  
Duluth, MN 55808  
(218)626-4516 ext. 131  
deborah.devaney@duluth.k12.mn.us

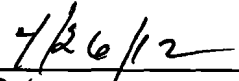


Description of Services	Start Date	End Date!	Hourly Rate
Professional Services Rendered Piano accompanist for rehearsals/concerts	04/30/2012!	06/07/2012	\$25.00

INVOICE WILL BE PROVIDED UPON COMPLETION OF CONTRACT

Please sign and date below and return to Patrick Colvin, cc Deborah DeVaney

  
 \_\_\_\_\_  
 Authorized Signature

  
 \_\_\_\_\_  
 Date

# FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

## April 2012

209

### Facilities Management – General

#### Capital Construction:

Currently, LRFP site work is ongoing at Congdon, Grant, Lincoln Park MS, Denfeld HS, East HS, and Ordean East MS.

The old MacArthur site demolition work has started, with abatement underway.

Testing / Balancing / and Commissioning of our new HVAC systems in our new sites is occurring, ongoing, and almost completed, and contractors are very close to completing the repairs as identified.

The District, JCI, and the City of Duluth are meeting as needed to resolve any issues and ensure smooth transition from construction to occupancy at our new sites.

JCI, District, and CM's continue to meet at Facilities on a weekly basis to review all ongoing issues, as well as weekly at all site construction meetings.

#### Maintenance:

During the month of April, we worked with baseball people to help set up the fields for use. Facilities staff were still working with contractors to get the energy management systems up and running and Maintenance staff were prepping some of the district properties for resale. Operations staff at the sites were sweeping sidewalks and picking up the grounds after the winter months build up.

Specific to the month of April, **207** work orders were successfully responded to and closed

### Health, Safety & Environmental Management

- Emergency Response Crisis Management (ERCM) activities included:
  - Continual work on advancing and improving our ERCM program district-wide.
  - A teacher on special assignment continues working to help ensure ERCM district-wide uniformity. Topics include: Emergency and NOAA radio usage, site plans, tornado preparedness, personnel identification, classroom guides, lockdown procedures and district-level response actions.
- Workers' Compensation activities included:
  - Filing of 17 new employee accident reports during the month of April.
  - Ongoing management of several open Workers' Compensation cases.
- Ongoing involvement with various issues related to the construction currently underway across the district.
- Two district employees completed the Certified Playground Inspector course.
- An ergonomic assessment of an employee's computer work station was completed at HOCHS.

- Recertification of Asbestos Inspector Licensure was completed.
- Removal of waste classified as “hazardous” was attained from the (Old) Lincoln elementary school. The waste was brought to the “Clean Shop” at WLSSD for disposal and/or recycling.

### **Risk Management**

There have been no significant claims or changes in status relating to insurance policies for general liability, property, auto, and school leader’s legal liability.

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2012

211

FQA: 06-870-215-386-JOB

ALT FACILITIES/DENFELD

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/27/2012	DFLD APP 11		00621569	V107097	MULTIPLE CONCEPTS INTERIORS	DENFELD APPLICATION 11	802037	OH	18,405.30	0.00	18,405.30
03/27/2012	DFLD APP 10		00621573	V62693	NORTHLAND CONSTRUCTORS INC	DENFELD APPLICATION 10	802037	OH	11,191.02	0.00	11,191.02
03/27/2012	DFLD FINAL		00621549	V28830	HALDEMAN HOMME INC	DENFELD RETAINAGE	802037	OH	1,858.70	0.00	1,858.70
03/27/2012	DFLD BC		00621556	V87763	JOHNSON CONTROLS INC	DFLD BOSSARDT 6/10-5/11	802037	OH	40,910.00	0.00	40,910.00
03/27/2012	DFLD APP 7		00621587	V107098	TMS JOHNSON INC	DENFELD APPLICATION 7	802037	OH	4,314.12	0.00	4,314.12
03/27/2012	FEB 12 DFLD		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	4,418.01	0.00	4,418.01
03/27/2012	DFLD FINAL		00621533	V101653	API ELECTRIC COMPANY	DENFELD RETAINAGE	802037	OH	7,635.22	0.00	7,635.22
03/27/2012	DFLD APPS		00621548	V28830	HALDEMAN HOMME INC	DENFELD APPLICATIONS 9 & 10	802037	OH	5,643.19	0.00	5,643.19
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	4,110.53	0.00	4,110.53
<b>Object 152000 Total:</b>									98,486.09	0.00	98,486.09
<b>FQA 06-870-215-386-JOB Total:</b>									98,486.09	0.00	98,486.09

FQA: 06-870-220-386-JOB

ALT FACILITIES/EAST

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/22/2012	341114	198927	00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	839.43	0.00	839.43
03/22/2012	342827	198926	00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	189.03	0.00	189.03
03/22/2012	339338	198928	00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	829.48	0.00	829.48
03/27/2012	EAST PROF		00621556	V87763	JOHNSON CONTROLS INC	EAST PROF FEE APP 36	802037	OH	80,642.75	0.00	80,642.75
03/27/2012	EAST APP 11		00621562	V00917	LIPE BROS CONST INC	EAST APPLICATION 11	802037	OH	1,576.53	0.00	1,576.53
03/27/2012	EAST APP 11		00621578	V106493	SCHAEFER W A & SON INC	EAST APPLICATION 11	802037	OH	11,369.60	0.00	11,369.60
03/27/2012	EAST APP 20		00621537	V61181	BENSON ELECTRIC CO INC	EAST APPLICATION 20	802037	OH	37,329.30	0.00	37,329.30
03/27/2012	EAST APP 22		00621552	V02687	HARBOR CITY MASONRY	EAST APPLICATION 22	802037	OH	1,642.67	0.00	1,642.67
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	1,158.68	0.00	1,158.68
03/27/2012	EAST APP 22		00621586	V106468	THELEN HEATING & ROOFING INC	EAST APPLICATION 22	802037	OH	120,912.07	0.00	120,912.07
03/27/2012	EAST APP 6		00621565	V106469	MAVO SYSTEMS INC	EAST APPLICATION 6	802037	OH	16,610.75	0.00	16,610.75
03/27/2012	EAST APP 9		00621541	V107056	CARCIOFINI COMPANY INC	EAST APPLICATION 9	802037	OH	243.64	0.00	243.64
03/27/2012	EAST KA 2/12		00621556	V87763	JOHNSON CONTROLS INC	EAST KRAUS REIMB 2/12	802037	OH	15,850.78	0.00	15,850.78
03/27/2012	EAST KA		00621556	V87763	JOHNSON CONTROLS INC	EAST KA REIMB 6/09-11	802037	OH	106,874.91	0.00	106,874.91
03/27/2012	EAST 2/12		00621560	V105888	KRAUS-ANDERSON	FEB REIMB	802037	OH	3,416.79	0.00	3,416.79
03/29/2012	2/28/12 MAIN		00621686	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	802347	OH	1,950.21	0.00	1,950.21
03/29/2012	2/3-3/1/12		00621727	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	802347	OH	354.68	0.00	354.68
<b>Object 152000 Total:</b>									401,791.30	0.00	401,791.30

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
Fiscal Year: 2012

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FQA 06-870-220-386-JOB Total: 401,791.30 0.00 401,791.30

**FQA: 06-870-320-386-JOB ALT FACILITIES/ORDEAN**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/27/2012	ORD APP 30		00621536	V105879	BELKNAP ELECTRIC	ORDEAN APPLICATION 30	802037	OH	1,419.33	0.00	1,419.33
03/27/2012	ORD BP4 APP		00621562	V00917	LIPE BROS CONST INC	ORDEAN APPLICATION 25	802037	OH	1,461.54	0.00	1,461.54
03/27/2012	ORD PROF		00621556	V87763	JOHNSON CONTROLS INC	ORDEAN PROF FEE APP 35	802037	OH	46,879.90	0.00	46,879.90
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	1,432.56	0.00	1,432.56
03/27/2012	882203-22F		00621566	V106893	MCDOWALL COMPANY	ORDEAN APPLICATION 23	802037	OH	63,681.21	0.00	63,681.21
03/27/2012	ORD ARI 8/10		00621556	V87763	JOHNSON CONTROLS INC	ORDEAN ARI 8/10	802037	OH	1,313.25	0.00	1,313.25
03/27/2012	FEB 12 ORD		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	464.37	0.00	464.37
03/27/2012	ORD 1212-7		00621563	V00917	LIPE BROS CONST INC	ORDEAN BID 1212 APP 7	802037	OH	6.80	0.00	6.80
<b>Object 152000 Total:</b>									116,658.96	0.00	116,658.96
<b>FQA 06-870-320-386-JOB Total:</b>									116,658.96	0.00	116,658.96

**FQA: 06-870-435-386-JOB ALT FACILITIES/CONGDON PARK**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/27/2012	CGDN PROF		00621556	V87763	JOHNSON CONTROLS INC	CONGDON PROF FEE APP 14	802037	OH	119,077.89	0.00	119,077.89
<b>Object 152000 Total:</b>									119,077.89	0.00	119,077.89
<b>FQA 06-870-435-386-JOB Total:</b>									119,077.89	0.00	119,077.89

**FQA: 06-870-470-386-JOB ALT FACILITIES/GRANT**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/27/2012	FEB 12		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	15.10	0.00	15.10
03/27/2012	GRNT PROF		00621556	V87763	JOHNSON CONTROLS INC	GRANT PROF FEE APP 15	802037	OH	117,654.57	0.00	117,654.57
03/27/2012	GRNT BOSS		00621556	V87763	JOHNSON CONTROLS INC	GRANT BOSS 2/12	802037	OH	2,214.67	0.00	2,214.67
03/29/2012	2/28/12 MAIN		00621686	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	802347	OH	193.72	0.00	193.72
03/29/2012	2/3-3/1/12		00621727	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	802347	OH	118.41	0.00	118.41
<b>Object 152000 Total:</b>									120,196.47	0.00	120,196.47
<b>FQA 06-870-470-386-JOB Total:</b>									120,196.47	0.00	120,196.47

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FQA: 06-871-215-000-000

GF SAVINGS-DENFELD

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Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/08/2012	M120182	197917	00621140	V61181	BENSON ELECTRIC CO INC	BUILDING ACQUISITION/CONSTRUCT	800180	OH	4,293.00	0.00	4,293.00
03/27/2012	DFLD BC		00621556	V87763	JOHNSON CONTROLS INC	DFLD BOSSARDT 6/10-5/11	802037	OH	21,300.00	0.00	21,300.00
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	2,140.54	0.00	2,140.54
03/27/2012	DFLD APPS		00621548	V28830	HALDEMAN HOMME INC	DENFELD APPLICATIONS 9 & 10	802037	OH	45,658.52	0.00	45,658.52
03/27/2012	FEB 12 DFLD		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	2,300.26	0.00	2,300.26
03/27/2012	DFLD APP 7		00621587	V107098	TMS JOHNSON INC	DENFELD APPLICATION 7	802037	OH	809.89	0.00	809.89
03/27/2012	DFLD FINAL		00621549	V28830	HALDEMAN HOMME INC	DENFELD RETAINAGE	802037	OH	15,038.53	0.00	15,038.53
							<b>Object 152000</b>	<b>Total:</b>	91,540.74	0.00	91,540.74
							<b>FQA 06-871-215-000-000</b>	<b>Total:</b>	91,540.74	0.00	91,540.74

FQA: 06-871-220-000-000 GEN FUND SAVINGS-EAST

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/22/2012	339338		00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	756.93	0.00	756.93
03/22/2012	341114		00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	766.00	0.00	766.00
03/22/2012	342827		00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	172.49	0.00	172.49
03/27/2012	EAST 2/12		00621560	V105888	KRAUS-ANDERSON	FEB REIMB	802037	OH	3,117.93	0.00	3,117.93
03/27/2012	09-341-11		00621577	V106831	RTL CONSTRUCTION	EAST APPLICATION 11	802037	OH	8,683.76	0.00	8,683.76
03/27/2012	EAST APP 11		00621578	V106493	SCHAEFER W A & SON INC	EAST APPLICATION 11	802037	OH	6,667.10	0.00	6,667.10
03/27/2012	EAST APP 7		00621545	V106954	GLADSTONE CONSTRUCTION	EAST APPLICATION 7	802037	OH	164,043.15	0.00	164,043.15
03/27/2012	EAST APP 6		00621542	V106955	DULUTH STEEL FABRICATORS INC	EAST APPLICATION 6	802037	OH	32,644.85	0.00	32,644.85
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	1,057.33	0.00	1,057.33
03/27/2012	EAST PROF		00621556	V87763	JOHNSON CONTROLS INC	EAST PROF FEE APP 36	802037	OH	73,589.05	0.00	73,589.05
03/27/2012	EAST KA		00621556	V87763	JOHNSON CONTROLS INC	EAST KA REIMB 6/09-11	802037	OH	97,526.70	0.00	97,526.70
03/27/2012	EAST KA 2/12		00621556	V87763	JOHNSON CONTROLS INC	EAST KRAUS REIMB 2/12	802037	OH	14,464.33	0.00	14,464.33
03/27/2012	EAST APP 9		00621544	V107053	FRANSEN DECORATING INC	EAST APPLICATION 9	802037	OH	36,097.49	0.00	36,097.49
03/27/2012	EAST APP 9		00621541	V107056	CARCIOFINI COMPANY INC	EAST APPLICATION 9	802037	OH	839.70	0.00	839.70
03/27/2012	EAST APP 8		00621546	V106471	GORHAM OIEN MECHANICAL INC	EAST APPLICATION 8	802037	OH	5,221.20	0.00	5,221.20
03/27/2012	EAST APP 7		00621559	V107052	KENDELL DOORS & HARDWARE	EAST APPLICATION 7	802037	OH	1,474.36	0.00	1,474.36
03/27/2012	EAST APP 22		00621586	V106468	THELEN HEATING & ROOFING INC	EAST APPLICATION 22	802037	OH	27,950.30	0.00	27,950.30
03/27/2012	EAST APP 22		00621552	V02687	HARBOR CITY MASONRY	EAST APPLICATION 22	802037	OH	7,910.72	0.00	7,910.72
03/27/2012	EAST APP 20		00621537	V61181	BENSON ELECTRIC CO INC	EAST APPLICATION 20	802037	OH	128,649.00	0.00	128,649.00
03/27/2012	EAST APP 12		00621572	V107008	NORTHERN INDUSTRIAL	EAST APPLICATION 12	802037	OH	9,750.80	0.00	9,750.80

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03/27/2012	EAST APP 11	00621562	V00917	LIPE BROS CONST INC	EAST APPLICATION 11	802037	OH	7,230.92	0.00	7,230.92
03/29/2012	2/28/12 MAIN	00621686	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	802347	OH	1,779.63	0.00	1,779.63
03/29/2012	2/3-3/1/12	00621727	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	802347	OH	323.65	0.00	323.65
						<b>Object 152000</b>	<b>Total:</b>	630,717.39	0.00	630,717.39
						<b>FQA 06-871-220-000-000</b>	<b>Total:</b>	630,717.39	0.00	630,717.39

**FQA: 06-871-320-000-000**

**GEN FUND SAVINGS-ORDEAN**

**Object: 152000**

**BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/27/2012	ORD APP 11		00621548	V28830	HALDEMAN HOMME INC	ORDEAN APPLICATION 11	802037	OH	25,278.25	0.00	25,278.25
03/27/2012	ORD APP 30		00621536	V105879	BELKNAP ELECTRIC	ORDEAN APPLICATION 30	802037	OH	7,764.57	0.00	7,764.57
03/27/2012	ORD ARI 8/10		00621556	V87763	JOHNSON CONTROLS INC	ORDEAN ARI 8/10	802037	OH	980.97	0.00	980.97
03/27/2012	ORD PROF		00621556	V87763	JOHNSON CONTROLS INC	ORDEAN PROF FEE APP 35	802037	OH	35,018.33	0.00	35,018.33
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	1,070.09	0.00	1,070.09
03/27/2012	882203-22F		00621566	V106893	MCDOWALL COMPANY	ORDEAN APPLICATION 23	802037	OH	3,304.98	0.00	3,304.98
03/27/2012	FEB 12 ORD		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	346.87	0.00	346.87
03/27/2012	ORD 1212-7		00621563	V00917	LIPE BROS CONST INC	ORDEAN BID 1212 APP 7	802037	OH	472.95	0.00	472.95
						<b>Object 152000</b>	<b>Total:</b>	74,237.01	0.00	74,237.01	
						<b>FQA 06-871-320-000-000</b>	<b>Total:</b>	74,237.01	0.00	74,237.01	

**FQA: 06-871-435-000-000**

**GEN FUND SAVINGS-CONGDON PK**

**Object: 152000**

**BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/27/2012	CGDN PROF		00621556	V87763	JOHNSON CONTROLS INC	CONGDON PROF FEE APP 14	802037	OH	62,302.29	0.00	62,302.29
						<b>Object 152000</b>	<b>Total:</b>	62,302.29	0.00	62,302.29	
						<b>FQA 06-871-435-000-000</b>	<b>Total:</b>	62,302.29	0.00	62,302.29	

**FQA: 06-871-470-000-000**

**GEN FUND SAVINGS-GRANT SCHL**

**Object: 152000**

**BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/27/2012	FEB 12		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	8.48	0.00	8.48
03/27/2012	GRNT PROF		00621556	V87763	JOHNSON CONTROLS INC	GRANT PROF FEE APP 15	802037	OH	66,072.44	0.00	66,072.44
03/27/2012	GRNT BOSS		00621556	V87763	JOHNSON CONTROLS INC	GRANT BOSS 2/12	802037	OH	1,243.74	0.00	1,243.74
03/29/2012	2/28/12 MAIN		00621686	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	802347	OH	108.79	0.00	108.79
03/29/2012	2/3-3/1/12		00621727	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	802347	OH	66.50	0.00	66.50

User: PLBLAL

PEGGY L BLALOCK

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Current Date: 04/12/2012

Report: GLTRNS\_DISD\_parts\_daGL Transactions Detail

Time: 14:01:06

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Object 152000	Total:	67,499.95	0.00	67,499.95
FQA 06-871-470-000-000	Total:	67,499.95	0.00	67,499.95

FQA: 06-872-200-000-000 LEASE LEVY COP DW OLD

Object: 118501 OVERTIME,SHIFT DIFFERENTIAL

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/02/2012	02050DP	EARN REG		7066		BERNDT, BETTY GRS.	799246	3	759.29	0.00	759.29
03/16/2012	02060DP	EARN REG		7066		BERNDT, BETTY GRS.	800719	3	210.02	0.00	210.02
03/30/2012	02070DP	EARN REG		7066		BERNDT, BETTY GRS.	802214	3	565.43	0.00	565.43
							<b>Object 118501</b>	<b>Total:</b>	1,534.74	0.00	1,534.74

Object: 121000 FICA/MEDICARE

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/02/2012	02050DP	CONT REG		N/A..N/A		LEASE LV COP-DST	799246	2	55.94	0.00	55.94
03/16/2012	02060DP	CONT REG		N/A..N/A		LEASE LV COP-DST	800719	2	15.30	0.00	15.30
03/30/2012	02070DP	CONT REG		N/A..N/A		LEASE LV COP-DST	802214	2	43.26	0.00	43.26
							<b>Object 121000</b>	<b>Total:</b>	114.50	0.00	114.50

Object: 121400 PERA

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/02/2012	02050DP	CONT REG		N/A..N/A		LEASE LV COP-DST	799246	2	55.05	0.00	55.05
03/16/2012	02060DP	CONT REG		N/A..N/A		LEASE LV COP-DST	800719	2	15.23	0.00	15.23
03/30/2012	02070DP	CONT REG		N/A..N/A		LEASE LV COP-DST	802214	2	40.99	0.00	40.99
							<b>Object 121400</b>	<b>Total:</b>	111.27	0.00	111.27

Object: 127000 WORKERS COMPENSATION

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/02/2012	02050DP	CONT REG		N/A..N/A		LEASE LV COP-DST	799246	2	3.39	0.00	3.39
03/16/2012	02060DP	CONT REG		N/A..N/A		LEASE LV COP-DST	800719	2	0.94	0.00	0.94
03/30/2012	02070DP	CONT REG		N/A..N/A		LEASE LV COP-DST	802214	2	2.53	0.00	2.53
							<b>Object 127000</b>	<b>Total:</b>	6.86	0.00	6.86

FQA 06-872-200-000-000	Total:	1,767.37	0.00	1,767.37
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FQA: 06-872-215-000-000 LEASE LEVY COP DENFELD OLD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
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**GL Transactions by Object Code within Org. Key**

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03/27/2012	PGM MGMT	00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	3,796.67	0.00	3,796.67	
03/27/2012	DFLD APP 14	00621586	V106468	THELEN HEATING & ROOFING INC	DENFELD APPLICATION 14	802037	OH	37,749.25	0.00	37,749.25	
03/27/2012	DFLD APP 16	00621532	V106682	AMERICAN STRUCTURAL METALS	DENFELD APPLICATION 16	802037	OH	6,165.50	0.00	6,165.50	
03/27/2012	DFLD APP 7	00621587	V107098	TMS JOHNSON INC	DENFELD APPLICATION 7	802037	OH	169.39	0.00	169.39	
03/27/2012	DFLD APPS	00621548	V28830	HALDEMAN HOMME INC	DENFELD APPLICATIONS 9 & 10	802037	OH	5,700.19	0.00	5,700.19	
03/27/2012	DFLD BC	00621556	V87763	JOHNSON CONTROLS INC	DFLD BOSSARDT 6/10-5/11	802037	OH	37,790.00	0.00	37,790.00	
03/27/2012	DFLD FINAL	00621533	V101653	API ELECTRIC COMPANY	DENFELD RETAINAGE	802037	OH	2,545.08	0.00	2,545.08	
03/27/2012	DFLD FINAL	00621549	V28830	HALDEMAN HOMME INC	DENFELD RETAINAGE	802037	OH	1,877.47	0.00	1,877.47	
03/27/2012	DFLD FINAL	00621583	V102926	STRETAR MASONRY AND	DENFELD APPLICATION 19	802037	OH	71,963.70	0.00	71,963.70	
03/27/2012	DFLD APP 10	00621573	V62693	NORTHLAND CONSTRUCTORS INC	DENFELD APPLICATION 10	802037	OH	120,468.03	0.00	120,468.03	
03/27/2012	FEB 12 DFLD	00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	4,081.07	0.00	4,081.07	
03/27/2012	DFLD APP 14	00621575	V106725	RED CEDAR STEEL ERECTORS INC	DENFELD APPLICATION 14	802037	OH	8,744.75	0.00	8,744.75	
<b>Object 152000</b>								<b>Total:</b>	301,051.10	0.00	301,051.10
<b>FQA 06-872-215-000-000</b>								<b>Total:</b>	301,051.10	0.00	301,051.10

**FQA: 06-872-220-000-000**

**COP CONSTRUCTION/EAST OLD**

**Object: 152000**

**BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/22/2012	342827		00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	112.23	0.00	112.23
03/22/2012	341114		00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	498.40	0.00	498.40
03/22/2012	339338		00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	492.49	0.00	492.49
03/27/2012	EAST KA 2/12		00621556	V87763	JOHNSON CONTROLS INC	EAST KRAUS REIMB 2/12	802037	OH	9,411.16	0.00	9,411.16
03/27/2012	EAST KA		00621556	V87763	JOHNSON CONTROLS INC	EAST KA REIMB 6/09-11	802037	OH	63,455.31	0.00	63,455.31
03/27/2012	EAST PROF		00621556	V87763	JOHNSON CONTROLS INC	EAST PROF FEE APP 36	802037	OH	47,880.37	0.00	47,880.37
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	687.94	0.00	687.94
03/27/2012	EAST 2/12		00621560	V105888	KRAUS-ANDERSON	FEB REIMB	802037	OH	2,028.67	0.00	2,028.67
03/27/2012	EAST APP 11		00621578	V106493	SCHAEFER W A & SON INC	EAST APPLICATION 11	802037	OH	2,863.30	0.00	2,863.30
03/27/2012	EAST APP 20		00621537	V61181	BENSON ELECTRIC CO INC	EAST APPLICATION 20	802037	OH	44,921.70	0.00	44,921.70
03/27/2012	EAST APP 22		00621552	V02687	HARBOR CITY MASONRY	EAST APPLICATION 22	802037	OH	33,674.61	0.00	33,674.61
03/27/2012	09-341-11		00621577	V106831	RTL CONSTRUCTION	EAST APPLICATION 11	802037	OH	3,293.84	0.00	3,293.84
03/27/2012	EAST APP 22		00621586	V106468	THELEN HEATING & ROOFING INC	EAST APPLICATION 22	802037	OH	5,559.18	0.00	5,559.18
03/27/2012	141008R	728922	00621550	V28830	HALDEMAN HOMME INC	EAST APPLICATION 3	802037	OH	48,684.80	0.00	48,684.80
03/27/2012	EAST APP 7		00621559	V107052	KENDELL DOORS & HARDWARE	EAST APPLICATION 7	802037	OH	1,255.94	0.00	1,255.94
03/27/2012	EAST APP 8		00621546	V106471	GORHAM OIEN MECHANICAL INC	EAST APPLICATION 8	802037	OH	2,378.80	0.00	2,378.80
03/27/2012	EAST APP 9		00621541	V107056	CARCIOFINI COMPANY INC	EAST APPLICATION 9	802037	OH	293.21	0.00	293.21
03/27/2012	EAST APP 9		00621544	V107053	FRANSEN DECORATING INC	EAST APPLICATION 9	802037	OH	22,312.69	0.00	22,312.69
03/29/2012	2/3-3/1/12		00621727	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	802347	OH	210.58	0.00	210.58

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03/29/2012	2/28/12 MAIN	00621686	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	802347	OH	1,157.90	0.00	1,157.90	
<b>Object 152000</b>								<b>Total:</b>	291,173.12	0.00	291,173.12
<b>FQA 06-872-220-000-000</b>								<b>Total:</b>	291,173.12	0.00	291,173.12

**FQA: 06-872-320-000-000 COP CONSTRUCTION/ORDEAN OLD**

**Object: 137001 RENTALS & LEASES-REAL PROPERTY**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/22/2012	APR-MAY	729302	00621430	V107528	DULUTH CONGREGATIONAL	PO FOR SHARED USE OF UP TO FOR	801594	OH	160.00	0.00	160.00
<b>Object 137001</b>								<b>Total:</b>	160.00	0.00	160.00

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/07/2012	M120180	197825	00621140	V61181	BENSON ELECTRIC CO INC	BUILDING ACQUISITION/CONSTRUCT	799945	OH	968.00	0.00	968.00
03/08/2012	M120181	197976	00621140	V61181	BENSON ELECTRIC CO INC	BUILDING ACQUISITION/CONSTRUCT	800180	OH	1,883.00	0.00	1,883.00
03/12/2012	2012-1	198119	00621177	V107755	HEADWATERS IRRIGATION	BUILDING ACQUISITION/CONSTRUCT	800407	OH	3,476.08	0.00	3,476.08
03/22/2012	348780	198925	00621415	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	801594	OH	340.40	0.00	340.40
03/27/2012	ORD ARI 8/10		00621556	V87763	JOHNSON CONTROLS INC	ORDEAN ARI 8/10	802037	OH	6,519.53	0.00	6,519.53
03/27/2012	ORD APP 7		00621571	V106501	NORTHERN ESCROW INC	ORDEAN APPLICATION 7	802037	OH	5,000.00	0.00	5,000.00
03/27/2012	ORD APP 5		00621581	V107099	SECOA INC	ORDEAN APPLICATION 5	802037	OH	32,513.75	0.00	32,513.75
03/27/2012	ORD APP 30		00621536	V105879	BELKNAP ELECTRIC	ORDEAN APPLICATION 30	802037	OH	18,646.10	0.00	18,646.10
03/27/2012	ORD APP 3		00621531	V107639	ALBERT J LAUER INC	ORDEAN APPLICATION 3	802037	OH	12,055.50	0.00	12,055.50
03/27/2012	ORD APP 17		00621561	V106835	LEJEUNE STEEL COMPANY	ORDEAN APPLICATION 17	802037	OH	18,735.90	0.00	18,735.90
03/27/2012	ORD APP 11		00621548	V28830	HALDEMAN HOMME INC	ORDEAN APPLICATION 11	802037	OH	20,849.95	0.00	20,849.95
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	7,111.82	0.00	7,111.82
03/27/2012	ORD PROF		00621556	V87763	JOHNSON CONTROLS INC	ORDEAN PROF FEE APP 35	802037	OH	232,731.92	0.00	232,731.92
03/27/2012	ORD FINAL		00621547	V106953	GRAZZINI BROTHERS AND	ORDEAN FINAL APP	802037	OH	18,984.00	0.00	18,984.00
03/27/2012	ORD BP4 APP		00621562	V00917	LIPE BROS CONST INC	ORDEAN APPLICATION 25	802037	OH	13,153.85	0.00	13,153.85
03/27/2012	2010DEHS-18		00621551	V107009	HANSON MASONRY AND	ORDEAN APPLICATION 18	802037	OH	5,681.95	0.00	5,681.95
03/27/2012	882203-22F		00621566	V106893	MCDOWALL COMPANY	ORDEAN APPLICATION 23	802037	OH	13,622.94	0.00	13,622.94
03/27/2012	FEB 12 ORD		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	2,305.32	0.00	2,305.32
03/27/2012	ORD 1212-7		00621563	V00917	LIPE BROS CONST INC	ORDEAN BID 1212 APP 7	802037	OH	5.83	0.00	5.83
<b>Object 152000</b>								<b>Total:</b>	414,585.84	0.00	414,585.84
<b>FQA 06-872-320-000-000</b>								<b>Total:</b>	414,745.84	0.00	414,745.84

**FQA: 06-872-435-000-000 COP CONSTRUCTION/CONGDON OLD**

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GL Ledger Code: GL  
 Fiscal Year: 2012  
 Object: 151000

**SITE & GROUNDS ACQUISITION**

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net	
03/15/2012	2/28/12 52286		00621338	V44024	MN POWER AND LIGHT CO	SITE & GROUNDS ACQUISITION	800940	OH	42.09	0.00	42.09	
<b>Object 151000</b>									<b>Total:</b>	42.09	0.00	42.09

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net	
03/12/2012	43868	729328	00621180	V107719	HYDRO-KLEAN INC	SERVICES TO LOCATE A 15" STORM	800407	OH	5,525.35	0.00	5,525.35	
03/27/2012	CGDN PROF		00621556	V87763	JOHNSON CONTROLS INC	CONGDON PROF FEE APP 14	802037	OH	64,038.73	0.00	64,038.73	
<b>Object 152000</b>									<b>Total:</b>	69,564.08	0.00	69,564.08
<b>FQA 06-872-435-000-000</b>									<b>Total:</b>	69,606.17	0.00	69,606.17

**FQA: 06-872-470-000-000 COP CONSTRUCTION/GRANT OLD**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net	
03/12/2012	CR066813	132905		N/A..N/A		MN POWER EASEMENT COMPENSATION	800406	CR	0.00	10.00	-10.00	
03/27/2012	FEB 12		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	17.02	0.00	17.02	
03/27/2012	GRNT PROF		00621556	V87763	JOHNSON CONTROLS INC	GRANT PROF FEE APP 15	802037	OH	132,691.32	0.00	132,691.32	
03/27/2012	GRNT BOSS		00621556	V87763	JOHNSON CONTROLS INC	GRANT BOSS 2/12	802037	OH	2,498.21	0.00	2,498.21	
03/29/2012	2/3-3/1/12		00621727	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	802347	OH	133.56	0.00	133.56	
03/29/2012	2/28/12 MAIN		00621686	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	802347	OH	218.52	0.00	218.52	
<b>Object 152000</b>									<b>Total:</b>	135,558.63	10.00	135,548.63
<b>FQA 06-872-470-000-000</b>									<b>Total:</b>	135,558.63	10.00	135,548.63

**FQA: 06-872-510-000-000 LEASE LEVY COP LESTER OLD**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/27/2012	LSTR APP 16		00621588	V106834	TOWN & COUNTRY ELECTRIC INC	LESTER APPLICATION 16	802037	OH	16,744.00	0.00	16,744.00
03/27/2012	LSTR APP 16		00621567	V106833	MD MECHANICAL INC	LESTER APPLICATION 16	802037	OH	86,545.15	0.00	86,545.15
03/27/2012	LSTR APP 16		00621554	V106832	HUFCOR MINNESOTA LLC	LESTER APPLICATION 16	802037	OH	1,407.40	0.00	1,407.40
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	6,639.46	0.00	6,639.46
03/27/2012	LTR FINAL		00621589	V107122	TWIN CITY ACOUSTICS INC	LESTER FINAL APP	802037	OH	5,847.60	0.00	5,847.60
03/27/2012	LTR FINAL		00621572	V107008	NORTHERN INDUSTRIAL	LESTER FINAL APP	802037	OH	11,709.00	0.00	11,709.00
03/27/2012	LSTR APP 7		00621580	V107145	SEAL TREAT INC	LESTER APPLICATION 7	802037	OH	2,767.75	0.00	2,767.75
03/27/2012	LSTR APP 5		00621568	V106727	MOLIN CONCRETE PRODUCTS	COLESTER APPLICATION 5	802037	OH	15,893.40	0.00	15,893.40

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/27/2012	LSTR APP 4		00621564	V107497	MASTIFF CONSTRUCTION INC	LESTER APPLICATION 4	802037	OH	2,150.00	0.00	2,150.00
03/27/2012	LTR FINAL		00621559	V107052	KENDELL DOORS & HARDWARE	LESTER FINAL APP	802037	OH	2,883.65	0.00	2,883.65
03/27/2012	LSTR APP 3		00621553	V107435	HOCKENBERGS FOODSERVICE	LESTER APPLICATION 3	802037	OH	16,052.30	0.00	16,052.30
03/27/2012	59235		00621558	V107608	KELLER FENCE COMPANY INC	LESTER APPLICATION 2	802037	OH	475.00	0.00	475.00
03/27/2012	LSTR APP 2		00621555	V107146	JF EQUIPMENT LLC	LESTER APPLICATION 2	802037	OH	1,230.00	0.00	1,230.00
03/29/2012	LSTR APP 16		00621612	V106833	MD MECHANICAL INC	LESTER APPLICATION 16	802363	OH	86,545.15	0.00	86,545.15
03/29/2012	LSTR APP 16		00621567	V106833	MD MECHANICAL INC	LESTER APPLICATION 16	802344	TR	0.00	86,545.15	-86,545.15
03/30/2012	JE508737			N/A..N/A		MAR 2012 LESTER CONST COSTS	802537	JE	0.00	170,344.71	-170,344.71
							<b>Object 152000</b>	<b>Total:</b>	256,889.86	256,889.86	-0.00
							<b>FQA 06-872-510-000-000</b>	<b>Total:</b>	256,889.86	256,889.86	-0.00

**FQA: 06-872-525-000-000 LEASE LEVY COP MAC OLD**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/27/2012	FEB 12 LMAC		00621539	V107094	BOSSARDT CORPORATION	FEB 12 REIMBURSABLES	802037	OH	44.17	0.00	44.17
03/27/2012	LMAC FINAL		00621537	V61181	BENSON ELECTRIC CO INC	MACARTHUR FINAL	802037	OH	53,734.43	0.00	53,734.43
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	3,721.16	0.00	3,721.16
03/29/2012	2/3-3/1/12		00621727	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	802347	OH	498.87	0.00	498.87
03/29/2012	2/28/12 MAIN		00621686	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	802347	OH	2,090.59	0.00	2,090.59
							<b>Object 152000</b>	<b>Total:</b>	60,089.22	0.00	60,089.22
							<b>FQA 06-872-525-000-000</b>	<b>Total:</b>	60,089.22	0.00	60,089.22

**FQA: 06-873-350-000-000 LRFPP WESTERN MIDDLE SCHOOL**

**Object: 117002 CLASSIFIED SUPPORT, HRLY SALARY**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/30/2012	02070DP	EARN REG		12325		RICHARDS, RUSSELL A GRS.	802214	3	425.00	0.00	425.00
							<b>Object 117002</b>	<b>Total:</b>	425.00	0.00	425.00

**Object: 121000 FICA/MEDICARE**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/30/2012	02070DP	CONT REG		N/A..N/A		LRFPP WEST MS	802214	2	32.51	0.00	32.51
							<b>Object 121000</b>	<b>Total:</b>	32.51	0.00	32.51

**Object: 121400 PERA**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/30/2012	02070DP	CONT REG		N/A..N/A		LRFPP WEST MS	802214	2	30.81	0.00	30.81

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Object 121400 Total: 30.81 0.00 30.81

**Object: 127000 WORKERS COMPENSATION**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/30/2012	02070DP	CONT REG		N/A..N/A		LRFP WEST MS	802214	2	2.85	0.00	2.85
<b>Object 127000</b>							<b>Total:</b>		2.85	0.00	2.85

**Object: 151000 SITE & GROUNDS ACQUISITION**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/07/2012	1/18-2/14/12	197819	00621250	V92344	WATER AND GAS DEPT	ACCT 083543480-003	799945	OH	125.68	0.00	125.68
03/07/2012	1/18-2/14/12	197820	00621250	V92344	WATER AND GAS DEPT	ACCT 083543415-004	799945	OH	202.20	0.00	202.20
03/15/2012	2/28/12	52286	00621338	V44024	MN POWER AND LIGHT CO	SITE & GROUNDS ACQUISITION	800940	OH	40.00	0.00	40.00
03/29/2012	2/15-3/15/12	199370	00621727	V92344	WATER AND GAS DEPT	ACCT 083543480-003	802347	OH	109.18	0.00	109.18
03/29/2012	2/15-3/15/12	199368	00621727	V92344	WATER AND GAS DEPT	ACCT 083543415-004	802347	OH	124.29	0.00	124.29
<b>Object 151000</b>							<b>Total:</b>		601.35	0.00	601.35

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
03/07/2012	1/19-2/15/12	197818	00621250	V92344	WATER AND GAS DEPT	ACCT 094568630-001	799945	OH	10,802.93	0.00	10,802.93
03/27/2012	WMS APP 7		00621574	V106726	OLYMPIC WALL SYSTEMS INC	WEST MIDDLE APP 7	802037	OH	69,593.67	0.00	69,593.67
03/27/2012	WMS APP 7		00621534	V04319	AQUA LOGIC INC	WEST MIDDLE APP 7	802037	OH	30,590.00	0.00	30,590.00
03/27/2012	WMS APP 6		00621538	V107124	BERWALD ROOFING COMPANY INC	WEST MIDDLE APP 6	802037	OH	453,215.55	0.00	453,215.55
03/27/2012	WMS APP 4		00621582	V61525	SELL HARDWARE INC	WEST MIDDLE APP 4	802037	OH	225,768.45	0.00	225,768.45
03/27/2012	WMS APP 4		00621535	V107555	ARCHITECTURAL SALES OF	WEST MIDDLE APP 4	802037	OH	95,950.00	0.00	95,950.00
03/27/2012	WMS APP 3		00621569	V107097	MULTIPLE CONCEPTS INTERIORS	WEST MIDDLE APP 3	802037	OH	67,033.90	0.00	67,033.90
03/27/2012	WMS APP 3		00621547	V106953	GRAZZINI BROTHERS AND	WEST MIDDLE APP 3	802037	OH	3,800.00	0.00	3,800.00
03/27/2012	WMS APP 3		00621544	V107053	FRANSEN DECORATING INC	WEST MIDDLE APP 3	802037	OH	23,990.20	0.00	23,990.20
03/27/2012	WMS APP 2		00621548	V28830	HALDEMAN HOMME INC	WEST MIDDLE APP 2	802037	OH	144,700.20	0.00	144,700.20
03/27/2012	WMS APP 17		00621546	V106471	GORHAM OIEN MECHANICAL INC	WEST MIDDLE APP 17	802037	OH	220,495.00	0.00	220,495.00
03/27/2012	WMS APP 16		00621590	V102745	VEIT AND COMPANY INC	WEST MIDDLE APP 16	802037	OH	63,881.74	0.00	63,881.74
03/27/2012	WMS APP 16		00621561	V106835	LEJEUNE STEEL COMPANY	WEST MIDDLE APP 16	802037	OH	25,650.00	0.00	25,650.00
03/27/2012	WMS APP 16		00621557	V106763	KELLEHER CONSTRUCTION	WEST MIDDLE APP 16	802037	OH	16,313.40	0.00	16,313.40
03/27/2012	WMS APP 14		00621576	V107302	RICE LAKE CONSTRUCTION	WEST MIDDLE APP 14	802037	OH	80,275.00	0.00	80,275.00
03/27/2012	WMS APP 13		00621533	V101653	APi ELECTRIC COMPANY	WEST MIDDLE APP 13	802037	OH	529,924.25	0.00	529,924.25
03/27/2012	WMS APP 12		00621540	V106527	BROTHERS FIRE PROTECTION COW	WEST MIDDLE APP 12	802037	OH	12,544.74	0.00	12,544.74
03/27/2012	WMS APP 11		00621572	V107008	NORTHERN INDUSTRIAL	WEST MIDDLE APP 11	802037	OH	6,137.00	0.00	6,137.00
03/27/2012	WMS APP 11		00621543	V107191	EGAN COMPANY	WEST MIDDLE APP 11	802037	OH	113,922.08	0.00	113,922.08
03/27/2012	WMS APP 1		00621570	V02489	NEAL SLATE W E COMPANY	WEST MIDDLE APP 1	802037	OH	35,805.50	0.00	35,805.50
03/27/2012	WMS APP 1		00621559	V107052	KENDELL DOORS & HARDWARE	WEST MIDDLE APP 1	802037	OH	2,636.25	0.00	2,636.25

**GL Transactions by Object Code within Org. Key**

GL Ledger Code: GL  
Fiscal Year: 2012

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03/27/2012	WMS 2/12		00621560	V105888	KRAUS-ANDERSON	FEB REIMB	802037	OH	11,537.13	0.00	11,537.13
03/27/2012	WEST PROF		00621556	V87763	JOHNSON CONTROLS INC	WEST PROF FEE APP 31	802037	OH	666,665.62	0.00	666,665.62
03/27/2012	WEST KA 2/12		00621556	V87763	JOHNSON CONTROLS INC	WEST KRAUS REIMB 2/12	802037	OH	42,055.57	0.00	42,055.57
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	27,024.56	0.00	27,024.56
03/27/2012	141009	728926	00621550	V28830	HALDEMAN HOMME INC	WEST MIDDLE APP 2	802037	OH	174,555.70	0.00	174,555.70
03/27/2012	WMS APP 9		00621585	V107303	TEKTON CONSTRUCTION	WEST MIDDLE APP 9	802037	OH	89,771.68	0.00	89,771.68
							<b>Object 152000</b>	<b>Total:</b>	3,244,640.12	0.00	3,244,640.12
							<b>FQA 06-873-350-000-000</b>	<b>Total:</b>	3,245,732.64	0.00	3,245,732.64

**FQA: 06-873-550-000-000                      LRFPIEDMONT LINCOLN**

**Object: 151000                      SITE & GROUNDS ACQUISITION**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/07/2012	1/18-2/14/12	197821	00621250	V92344	WATER AND GAS DEPT	ACCT 09051900-002	799945	OH	66.53	0.00	66.53
03/15/2012	2/28/12	52286198556	00621338	V44024	MN POWER AND LIGHT CO	ACCT 52286	800940	OH	13.33	0.00	13.33
03/29/2012	2/15-3/14/12	199369	00621727	V92344	WATER AND GAS DEPT	ACCT 090501900-002	802347	OH	52.87	0.00	52.87
							<b>Object 151000</b>	<b>Total:</b>	132.73	0.00	132.73

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/27/2012	PGM MGMT		00621556	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 44	802037	OH	6,540.20	0.00	6,540.20
03/27/2012	PIED APP 5		00621584	V107337	SUPERIOR TILE &	PIEDMONT FINAL	802037	OH	5,753.25	0.00	5,753.25
03/27/2012	PIED 2/12		00621560	V105888	KRAUS-ANDERSON	FEB REIMB	802037	OH	32.62	0.00	32.62
03/27/2012	PIED APP 3		00621579	V61878	SCHINDLER ELEVATOR CORP	PIEDMONT FINAL	802037	OH	2,661.00	0.00	2,661.00
							<b>Object 152000</b>	<b>Total:</b>	14,987.07	0.00	14,987.07
							<b>FQA 06-873-550-000-000</b>	<b>Total:</b>	15,119.80	0.00	15,119.80

**FQA: 06-874-510-000-000                      COP 2010C-LESTER PARK**

**Object: 152000                      BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
03/30/2012	JE508737			N/A..N/A		MAR 2012 LESTER CONST COSTS	802537	JE	170,344.71	0.00	170,344.71
							<b>Object 152000</b>	<b>Total:</b>	170,344.71	0.00	170,344.71
							<b>FQA 06-874-510-000-000</b>	<b>Total:</b>	170,344.71	0.00	170,344.71

**Grand Total:**    6,744,586.55                      256,899.86                      6,487,686.69

**Long-Range Facilities Plan Status Report**  
**Provided by Johnson Controls, Inc.**  
**May 2, 2012**

**Project Design and Construction**

- Eastern High School – Field Turf installation begins the first week in May. Plaza concrete is being completed. Grandstand bridge and stairs will be installed next week. Scoreboard has been installed.
- Ordean East Middle School – New lockers will arrive in early-June. Final cleaning will start in April. Project on schedule. Temporary Occupancy should be permitted by early-June.
- Lincoln Park Middle School – Athletic Field preparations are being made to prepare for turf installation. The auditorium stage and ceiling clouds are being framed. Gym equipment is being completed. Gym Terrazzo has been started. Site work is being started earlier than planned. Project on schedule.
- Laura MacArthur School Demolition – Asbestos abatement work has started. Temporary fencing has been installed around the building to prepare for demolition.
- Grant Elementary – Project is being bid. Construction planned to start in June.
- Congdon Elementary – Bid Documents are being prepared. Construction planned to start in June.

**Utilization of Local Contractors and Labor**

- Attached please find an updated LRFPP Contractor/Supplier/Consultant Listing.



DULUTH PUBLIC SCHOOLS  
LRFP CONTRACTOR & SUPPLIER REPORT



Monday, April 30, 2012

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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
contractors	1	Lowell E.S.	Asphalt Paving	Northland Constructors						
		1	Lowell E.S.	Subcontractors & Suppliers	Lines By Lightner	Duluth, MN	1	\$533,100.00		
		2	Lowell E.S.		Superior Concrete Cutting	Esko, MN	1			
		3	Lowell E.S.		Northwoods	Duluth, MN	1			
		4	Lowell E.S.		Northland Construction	Duluth, MN	1			
		5	Lowell E.S.		Earl F. Anderson	Bloomington, MN	3			
		6	Lowell E.S.		Dairyland Fence	Iron River, WI	1			
		7	Lowell E.S.		ADSCO	Duluth, MN	1			
		2	Lowell E.S.	Exterior Wall Restoration	Stretar Masonry & Concrete	Duluth, MN	1	\$289,240.00		
		1	Lowell E.S.	Subcontractors & Suppliers	H & O Caulking	Duluth, MN	1			
		2	Lowell E.S.		Jamar	Duluth, MN	1			
		3	Lowell E.S.		Brenny Dahl	Cloquet, MN	1			
		4	Lowell E.S.		Brock White	Duluth, MN	1			
		5	Lowell E.S.		ADSCO	Duluth, MN	1			
		3	Lowell E.S.	Kitchen Equipment	Premier Restaurant Equip. Co.	Minneapolis, MN	3			\$101,570.00
			Lowell E.S.	Subcontractors & Suppliers	Ansul Fire Protection	Superior, WI	1			
			Lowell E.S.		Halton Exhaust Hood	Minneapolis, MN	3			
			Lowell E.S.		Hobart Sales & Service	Scanlon, MN	1			
			Lowell E.S.		Hollander	Minneapolis, MN	3			
			Lowell E.S.		Two Rivers Enterprises	Holdingford, MN	3			
			Lowell E.S.		T & S Brass & Bronze	Traveler's Rest, SC	3			
			Lowell E.S.		YES Distributing	Mendota Heights, MN	3			
			Lowell E.S.		North Country Installation	Coon Rapids, MN	3			
		4	Lowell E.S.	Interior Improvements	Johnson Wilson Constructors	Duluth, MN	1	\$709,770.00		
		1	Lowell E.S.	Subcontractors & Suppliers	Duluth Sheet Metal	Duluth, MN	1			
		2	Lowell E.S.		Gartner Refrigeration	Duluth, MN	1			
		3	Lowell E.S.		Lakes States Insulation	Duluth, MN	1			
		4	Lowell E.S.		Johnson Controls, Inc	Duluth, MN	1			
		5	Lowell E.S.		Pipeline Supply	Grand Rapids, MN	2			
		6	Lowell E.S.		Ferguson Supply	Duluth, MN	1			
		5	Lowell E.S.	HVAC & Plumbing	Gorham Oien Mechanical	Mora, MN	2		\$1,234,821.00	
		1	Lowell E.S.	Subcontractors & Suppliers	Duluth Sheet Metal	Duluth, MN	1			
		2	Lowell E.S.		Gartner Refrigeration	Duluth, MN	1			
		3	Lowell E.S.		Lakes States Insulation	Duluth, MN	1			
		4	Lowell E.S.		Johnson Controls, Inc	Duluth, MN	1			
	5	Lowell E.S.	Pipeline Supply		Grand Rapids, MN	2				
	6	Lowell E.S.	Ferguson Supply		Duluth, MN	1				
	7	Lowell E.S.	Goodin Co		Duluth, MN	1				
	8	Lowell E.S.	R.E. Carlson		Maple Grove, MN	3				
	9	Lowell E.S.	Mulcahy Co		Eagan, MN	3				
	10	Lowell E.S.	SPS Co		St. Paul, MN	3				
	6	Lowell E.S.	Fire Protection	Viking Automatic Sprinkler Co	Duluth, MN	1	\$56,300.00			
	7	Lowell E.S.	Electrical	Api Electric Company	Duluth, MN	1	\$716,637.00			
	8	Lowell E.S.	Roofing	Palmer West Construction	Rogers, MN	3		\$1,063,000.00		
	9	Lowell E.S.	Asbestos Abatement	Acct, Inc.	Cloquet, MN	1	\$49,410.00			
	10	Lowell E.S.	Test & Balancing	Test & Balance Associates, Inc	Brooklyn Park, MN	3			\$23,070.00	



DULUTH PUBLIC SCHOOLS  
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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
general conditions	1	Lowell E.S.	Construction Waste Management	Veit Disposal	Duluth, MN	1	\$18,450.00			
	2	Lowell E.S.	Site Superintendent	Kraus Anderson	Duluth, MN	1	\$76,419.00			
	3	Lowell E.S.	Reproduction Services	Shel Don	Duluth, MN	1	\$771.00			
	totals							\$2,450,097.00	\$1,234,821.00	\$1,187,640.00
Percentage of Total \$\$\$							50.28%	25.34%	24.37%	100.00%
contractors	1	Stowe E.S.	Masonry & Interior finishes	Johnson-Wilson	Duluth, MN	1	\$241,800.00			
	1	Stowe E.S.	Subcontractors & Suppliers	Concrete Sawing Svcs	Superior, WI	1				
	2	Stowe E.S.		Harbor City Masonry	Duluth, MN	1				
	3	Stowe E.S.		Duluth Steel	Duluth, MN	1				
	4	Stowe E.S.		Concrete Coatings	Blaine, MN	3				
	5	Stowe E.S.		Commercial Roofing	Barnum, MN	1				
	6	Stowe E.S.		H & O Caulking	Duluth, MN	1				
	7	Stowe E.S.		St Germain's Glass	Duluth, MN	1				
	8	Stowe E.S.		Northland Painting	Duluth, MN	1				
	9	Stowe E.S.		Lake Superior Painting	Duluth, MN	1				
	11	Stowe E.S.		St Germain's Cabinet	Duluth, MN	1				
	12	Stowe E.S.		A.G O'Brien	Hermantown, MN	1				
	2	Stowe E.S.		Site Improvement	Ground Level Service	Duluth, MN	1	\$19,690.00		
	3	Stowe E.S.	Asphalt Paving	Duluth-Superior Erection	Duluth, MN	1	\$333,613.00			
	1	Stowe E.S.	Subcontractors & Suppliers	MN/WI Playground	Golden Valley, MN	3				
	2	Stowe E.S.		Ground Level Svcs	Duluth, MN	1				
	3	Stowe E.S.		Dynamic Steel	Proctor, MN	1				
	4	Stowe E.S.		Allied Blacktop	Maple Grove, MN	3				
	5	Stowe E.S.		Century Fence	Forest Lake, MN	3				
	6	Stowe E.S.		Duluth Ready Mix	Duluth, MN	1				
	4	Stowe E.S.	Roofing	A.W. Kuettel & Sons, Inc.	Duluth, MN	1	\$669,980.00			
	1	Stowe E.S.	Subcontractors & Suppliers	MacArthur Co.	Duluth, MN	1				
	5	Stowe E.S.	Walk-In Cooler	Strategic Equipment & Supply Corp.	St Cloud, MN	3			\$34,615.00	
	1	Stowe E.S.	Subcontractors & Suppliers	Thermalite	Commerce, CA	3				
	2	Stowe E.S.		Carlson Refrigeration	Superior, WI	1				
	6	Stowe E.S.	Interior Improvements	Kraus-Anderson Construction Co	Duluth, MN	1	\$423,800.00			
	1	Stowe E.S.	Subcontractors & Suppliers	Sell Hardware	Duluth, MN	1				
2	Stowe E.S.	St Germain's Glass		Duluth, MN	1					
3	Stowe E.S.	Contract Tile & Carpet		Duluth, MN	1					
4	Stowe E.S.	Elite Caulking & Sealants		Superior, WI	1					
5	Stowe E.S.	Quality Drywall & Plastering		Duluth, MN	1					
6	Stowe E.S.	W.E. Neal Co		Watertown, MN	3					
7	Stowe E.S.	W.A. Schaefer & Sons		Duluth, MN	1					
8	Stowe E.S.	Dan Treb Paint &		Long Lake, MN	3					
9	Stowe E.S.	Decorating		Minneapolis, MN	3					
			Bartley Sales Co							



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
7	Stowe E.S.	HVAC, Plumbing & Fire	Shannons, Inc.		International Falls, MN	2		\$662,600.00		
	1	Stowe E.S.	Subcontractors & Suppliers	Concrete Sawing Svcs	Superior, WI	1				
	2	Stowe E.S.		EnviroBate Metro	Minneapolis, MN	3				
	3	Stowe E.S.		HydaMetrics	Centerville, MN	3				
	4	Stowe E.S.		Johnson Controls	Duluth, MN	1				
	5	Stowe E.S.		Mavo Systems	Hibbing, MN	2				
	6	Stowe E.S.		RM Cotton	Brooklyn, Mn	3				
	7	Stowe E.S.		Summit Fire Protection	Duluth, MN	1				
	8	Stowe E.S.		Ferguson	Duluth, MN	1				
	9	Stowe E.S.		RE Carlson	Maple Grove, MN	3				
	10	Stowe E.S.		ABE	Duluth, MN	1				
	11	Stowe E.S.		RHI	Fargo, ND	3				
12	Stowe E.S.	Grainger		Duluth, MN	1					
8	Stowe E.S.	Electrical	Belknap Electric		Superior, WI	1	\$494,830.00			
	1	Stowe E.S.	Subcontractors & Suppliers	Rav	Minneapolis, MN	3				
	2	Stowe E.S.		Pro Tec	Minneapolis, MN	3				
	3	Stowe E.S.		Viking Electric	Duluth, MN	1				
	4	Stowe E.S.		Graybar	Duluth, MN	1				
	5	Stowe E.S.		United	Duluth, MN	1				
6	Stowe E.S.	Simplex		Minneapolis, MN	3					
9	Stowe E.S.	Hired by School District	Stout Mechanical		Duluth, MN	1	\$60,000.00			
10	Stowe E.S.	Exterior Wall Restoration	Bedrock Flint		Duluth, MN	1	\$43,444.00			
	1	Stowe E.S.	Subcontractors & Suppliers	Brock White	Duluth, MN	1				
	2	Stowe E.S.		Arrowhead Concrete	Duluth, MN	1				
	3	Stowe E.S.		Advance Specialties	St. Paul, MN	3				
11	Stowe E.S.	TD Test & Balance			Duluth, MN	1	\$14,000.00			
general conditions	1	Stowe E.S.	Construction Waste Management	Veit Disposal		Duluth, MN	1	\$14,754.00		
	2	Stowe E.S.	Reproduction Services	Shel Don		Duluth, MN	1	\$5,000.00		
totals							\$2,320,911.00	\$662,600.00	\$34,615.00	\$3,018,126.00
Percentage of Total \$\$							76.90%	21.95%	1.15%	100.00%
1	Lakewood E.S.	Asphalt Paving/Site Improvements	Nels Nelson and Sons Inc.		Cloquet, MN	1	\$431,455.00			
	1	Lakewood E.S.	Subcontractors & Suppliers	Concrete Sawing Services	Duluth, MN	1				
	2	Lakewood E.S.		TMIC Landscaping	Duluth, MN	1				
	3	Lakewood E.S.		Century Fence	Forest Lake, MN	3				
	4	Lakewood E.S.		MN Playground Equipment	St. Paul, MN	3				
	5	Lakewood E.S.		Donald Holm	Duluth, MN	1				
	6	Lakewood E.S.		Glacier Paving	Duluth, MN	1				
	7	Lakewood E.S.		ADSCO	Duluth, MN	1				
8	Lakewood E.S.	HD Waterworks		Duluth, MN	1					



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contractors	9	Lakewood E.S.		Elk River Concrete Products	Duluth, MN	1				
	10	Lakewood E.S.		Ess Brothers	Loretto, MN	3				
	11	Lakewood E.S.		Duluth Ready Mix	Duluth, MN	1				
	2	Lakewood E.S.	Exterior Wall Restoration	Bedrock Flint	Duluth, MN	1	\$158,191.00			
	1	Lakewood E.S.			Brock White	Duluth, MN	1			
	2	Lakewood E.S.			Arrowhead Concrete	Duluth, MN	1			
	3	Lakewood E.S.			Advance Specialties	St. Paul, MN	3			
	3	Lakewood E.S.	Roofing	A.W. Kuettel & Sons, Inc.	Duluth, MN	1	\$61,520.00			
	1	Lakewood E.S.			Subcontractors & Suppliers	MacArthur Co.	Duluth, MN	1		
	4	Lakewood E.S.	Walk-In Freezer	Strategic Equipment & Supply Corp.		St Cloud, MN	3			\$25,620.00
	1	Lakewood E.S.				Thermalite	Commerce, CA	3		
	2	Lakewood E.S.				Carlson Refrigeration	Superior, WI	1		
	5	Lakewood E.S.	Interior Improvements	Donald Holm Construction		Duluth, MN	1	\$301,172.00		
	1	Lakewood E.S.				Penhall Co	Duluth, MN	1		
	2	Lakewood E.S.				A.W. Kuettel & Sons	Duluth, MN	1		
	3	Lakewood E.S.				Elite Caulking & Sealants	Duluth, MN	1		
	4	Lakewood E.S.				St Germain's Glass Co.	Duluth, MN	1		
	5	Lakewood E.S.				Contract Tile & Carpet	Duluth, MN	1		
	6	Lakewood E.S.				Filament Hampshire, Inc.	Duluth, MN	1		
	7	Lakewood E.S.				Northland Painting of Duluth	Duluth, MN	1		
	8	Lakewood E.S.				Duluth Steel Fabricators	Duluth, MN	1		
	9	Lakewood E.S.				Northern Door & Hardware	Duluth, MN	1		
	10	Lakewood E.S.				Neal Slate Co	Watertown, MN	3		
	11	Lakewood E.S.				Glenwood Signs & Awards	Duluth, MN	1		
	6	Lakewood E.S.	HVAC, Plumbing & Fire	Shannons, Inc.		International Falls, MN	2		\$455,000.00	
	1	Lakewood E.S.				Concrete Sawing Svcs	Superior, WI	1		
	2	Lakewood E.S.				EnviroBate Metro	Minneapolis, MN	3		
	3	Lakewood E.S.				HydaMetrics	Centerville, MN	3		
	4	Lakewood E.S.				Johnson Controls	Duluth, MN	1		
	5	Lakewood E.S.				Mavo Systems	Hibbing, MN	2		
	6	Lakewood E.S.				RM Cotton	Brooklyn, MN	3		
	7	Lakewood E.S.				Summit Fire Protection	Duluth, MN	1		
	8	Lakewood E.S.				Ferguson	Duluth, MN	1		
	9	Lakewood E.S.				RE Carlson	Maple Grove, MN	3		
	10	Lakewood E.S.				ABE	Duluth, MN	1		
	11	Lakewood E.S.				RHI	Fargo, ND	3		
	12	Lakewood E.S.				Grainger	Duluth, MN	1		
	7	Lakewood E.S.	Fire Protection	Summit Fire Protection		Duluth, MN	1	\$206,990.00		
	1	Lakewood E.S.				Northwestern Power	Duluth, MN	1		
	2	Lakewood E.S.				MN Petroleum	Minneapolis, MN	3		
8	Lakewood E.S.	Electrical	Belknap Electric		Superior, WI	1	\$406,570.00			
1	Lakewood E.S.				Rav	Minneapolis, MN	3			



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total	
	2	Lakewood E.S.	Subcontractors & Suppliers	Pro Tec	Minneapolis, MN	3					
	3	Lakewood E.S.		Viking Electric	Duluth, MN	1					
	4	Lakewood E.S.		Graybar	Duluth, MN	1					
	5	Lakewood E.S.		United	Duluth, MN	1					
	6	Lakewood E.S.		Simplex	Minneapolis, MN	3					
	9	Lakewood E.S.		Testing & Balance	TD Test & Balance	Duluth, MN	1	\$11,500.00			
	10	Lakewood E.S.	Fuel Oil Burner	Meetek & Company	Duluth, MN	1	\$61,954.22				
	general conditions	1	Lakewood E.S.	Construction Waste Management	Veit Disposal	Duluth, MN	1	\$10,000.00			
		2	Lakewood E.S.	Reproduction Services	Shel Don	Duluth, MN	1	\$1,775.00			
		totals						\$1,651,127.22	\$455,000.00	\$25,620.00	\$2,131,747.22
Percentage of Total \$\$\$						77.45%	21.34%	1.20%	100.00%		
contractors	1	Homecroft E.S.	Earthwork & Site Improvement	Veile	Duluth, MN	1	\$569,309.00				
	2	Homecroft E.S.	Concrete	Home Menders	Duluth, MN	1	\$271,871.00				
	1	Homecroft E.S.	Subcontractors & Suppliers	JP Concrete	Duluth, MN	1					
	2	Homecroft E.S.		Kolb Construction	Cloquet, MN	1					
	3	Homecroft E.S.		Jamar Co	Duluth, MN	1					
	4	Homecroft E.S.		Country Materials Corp	Rice Lake, WI	1					
	5	Homecroft E.S.		Penhall Company	Duluth, MN	1					
	6	Homecroft E.S.		ASDCO/Jamar	Duluth, MN	1					
	7	Homecroft E.S.		Duluth Ready Mix	Duluth, MN	1					
	8	Homecroft E.S.		Hermantown Lumber	Hermantown, MN	1					
	9	Homecroft E.S.		Kraemer Construction	Duluth, MN	1					
	10	Homecroft E.S.		Symons Corporation	Minneapolis, MN	3					
	11	Homecroft E.S.		Arrowhead Concrete	Duluth, MN	1					
	3	Homecroft E.S.	Masonry	Harbor City Masonry	Duluth, MN	1	\$448,633.00				
	1	Homecroft E.S.	Subcontractors & Suppliers	Elite Caulking & Sealants	Grand Rapids, MI	3					
	2	Homecroft E.S.		Arrowhead Concrete	Duluth, MN	1					
	3	Homecroft E.S.		Brock White	Duluth, MN	1					
	4	Homecroft E.S.	Metals	Thurnbeck Steel Fabrication	Forest Lake, MN	3			\$106,720.00		
	1	Homecroft E.S.	Subcontractors & Suppliers	Infra-Metals	Marseilles, IL	3					
	2	Homecroft E.S.		Namasco	Dubuque, IA	3					
	3	Homecroft E.S.		McNeilus Steel	Dodge Center, MN	3					
	4	Homecroft E.S.		B & F Fastener Supply	Duluth, MN	1					
	5	Homecroft E.S.		Vulcraft	Minneapolis, MN	3					
	6	Homecroft E.S.		Fastenal	Duluth, MN	1					
	5	Homecroft E.S.	Building Improvement	RJS Construction	Superior, WI	1	\$1,050,680.00				
	1	Homecroft E.S.	Subcontractors & Suppliers	Belanger Inc.	Duluth, MN	1					
2	Homecroft E.S.	A.W. Kuettel		Duluth, MN	1						
3	Homecroft E.S.	Construction Specialties		Fargo, ND	3						
4	Homecroft E.S.	W.E. Neal Slate Co		Burnsville, MN	3						
5	Homecroft E.S.	Twin City Acoustics		Minneapolis, MN	3						
6	Homecroft E.S.	JF Equipment LLC		Cromwell, MN	1						



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
	7	Homecroft E.S.		NPD, Inc.	Duluth, MN	1				
	8	Homecroft E.S.		Medina Construction	Minneapolis, MN	3				
	9	Homecroft E.S.		TFE, Inc.	Brookston, MN	1				
	6	Homecroft E.S.	HVAC & Plumbing	Jamar Co	Duluth, MN	1	\$1,419,370.00			
	1	Homecroft E.S.	Subcontractors & Suppliers	Ferguson	Duluth, MN	1				
	2	Homecroft E.S.		RE Carlson	Maple Grove, MN	3				
	3	Homecroft E.S.		ABE	Duluth, MN	1				
	4	Homecroft E.S.		Schwab, Vollhaber, Lubratt	Shoreview, MN	3				
	5	Homecroft E.S.		TMS Johnson	Minneapolis, MN	3				
	6	Homecroft E.S.		Goodin Co	Duluth, MN	1				
	7	Homecroft E.S.	Fire Protection	AG O'Brien	Hermantown, MN	1	\$51,360.00			
	8	Homecroft E.S.	Roofing	Thelen	Brainerd, MN	2		\$254,000.00		
	1	Homecroft E.S.	Subcontractors & Suppliers		MacArthur Co.	Duluth, MN	1			
	9	Homecroft E.S.	Kitchen Equipment	Grand Kitchen	Plymouth, MN	3			\$228,017.00	
	1	Homecroft E.S.	Subcontractors & Suppliers	Appliance Repair Svcs	Carlton, MN	1				
	2	Homecroft E.S.		Bruce's Refrigeration	Cloquet, MN	1				
	10	Homecroft E.S.	Asbestos Abatement	Mavo	Proctor, MN	1	\$68,460.00			
	1	Homecroft E.S.	Subcontractors & Suppliers		Veit Disposal	Duluth, MN	1			
	11	Homecroft E.S.	Test & Balancing	Test & Balance Associates, Inc	Brooklyn Park, MN	3			\$16,800.00	
	12	Homecroft E.S.	Electrical	Belknap Electric	Superior, WI	1	\$636,070.00			
	1	Homecroft E.S.	Subcontractors & Suppliers	Rav	Minneapolis, MN	3				
	2	Homecroft E.S.		Pro Tec	Minneapolis, MN	3				
	3	Homecroft E.S.		Viking Electric	Duluth, MN	1				
	4	Homecroft E.S.		Graybar	Duluth, MN	1				
	5	Homecroft E.S.		United	Duluth, MN	1				
	6	Homecroft E.S.		Simplex	Minneapolis, MN	3				
general conditions	1	Homecroft E.S.	Construction Waste Management	Veit Disposal	Duluth, MN	1	\$30,440.00			
	2	Homecroft E.S.	Reproduction Services	Shel Don	Duluth, MN	1	\$100.00			
	3	Homecroft E.S.	Sanitary Facilities	Thompson Rental	Superior, WI	1	\$600.00			
	4	Homecroft E.S.	Telephone Service	Qwest	Duluth, MN	1	\$1,200.00			
	5	Homecroft E.S.	Temporary Power	Mn Power	Duluth, MN	1	\$150.00			
	totals						\$4,548,243.00	\$254,000.00	\$351,537.00	\$5,153,780.00
	Percentage of Total \$\$\$						88.25%	4.93%	6.82%	100.00%
	1	Eastern M.S.	Artificial Athletic Field	Frattalone	St. Paul, MN	3			\$995,000.00	
	1	Eastern M.S.	Subcontractors & Suppliers	Noland Turf	Wood Dale, IL	3				
	2	Eastern M.S.		Sprinturf	Wayne, PA	3				
	3	Eastern M.S.		Ground Level Services	Duluth, MN	1				
	4	Eastern M.S.		Hovland, Inc.	Hermantown, MN	1				
	5	Eastern M.S.		Udeen Trucking	Superior, WI	1				
	6	Eastern M.S.		Midwest Aggregate	Duluth, MN	1				
	7	Eastern M.S.		Dairyland Fence	Iron River, WI	1				
	8	Eastern M.S.		HD Supply Waterworks	Eden Prairie, MN	3				
	2	Eastern M.S.	Masonry Restoration	Macpherson-Towne	Minneapolis, MN	3			\$846,170.00	



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
Contractors	1	Eastern M.S.	Subcontractors & Suppliers	AJK Door Services	Duluth, MN	1				
	2	Eastern M.S.		Acme Ochs Brick & Stone	Edina, MN	3				
	3	Eastern M.S.		Brock White	Duluth, MN	1				
	3	Eastern M.S.	Demolition	Gladstone	St. Paul, MN	3			\$453,691.00	
	4	Eastern M.S.	Concrete	Northland	Burnsville, MN	3			\$565,000.00	
	1	Eastern M.S.	Subcontractors & Suppliers	Rebarfab	St. Paul, MN	3				
	2	Eastern M.S.		Duluth Ready Mix	Saginaw, MN	1				
	3	Eastern M.S.		ACME Tools	Duluth, MN	1				
	4	Eastern M.S.		ADSCO	Duluth, MN	1				
	5	Eastern M.S.	Precast Concrete	Hanson	Maple Grove, MN	3			\$606,619.00	
	1	Eastern M.S.	Subcontractors & Suppliers		Right Way Caulking	Minneapolis, MN	3			
	6	Eastern M.S.	Masonry	Harbor City	Duluth, MN	1	\$884,852.00			
	7	Eastern M.S.	Structural Steel/Metal Fabrication Supply	Duluth Steel	Duluth, MN	1	\$89,210.00			
	8	Eastern M.S.	Steel Erection - Structural and Misc. Metals	Northern Industrial	Grand Rapids, MN	2		\$74,695.00		
	9	Eastern M.S.	Carpentry Material & Installation Casework, Cabinets and Solid Polymer	Lipe	Duluth, MN	1	\$89,580.00			
	10	Eastern M.S.		Gladstone	St. Paul, MN	3			\$496,918.00	
	1	Eastern M.S.	Subcontractors & Suppliers		Haldeman-Homme	Eden Prairie, MN	3			
	11	Eastern M.S.	Waterproofing	Kremer Davis	Fridley, MN	3			\$69,000.00	
	12	Eastern M.S.	Joint Sealants	Carciolini	Duluth, MN	1	\$28,600.00			
	13	Eastern M.S.	HM Doors, Frames, Wood Doors, & Hardware	Northern Door	Duluth, MN	1	\$231,713.00			
	14	Eastern M.S.	Sectional Doors	Lipe	Duluth, MN	1	\$2,440.00			
	15	Eastern M.S.	Storefront, Curtainwall, Windows, & Glazing	St. Germain's	Duluth, MN	1	\$219,019.00			
	16	Eastern M.S.	Drywall & Plaster	RTL	Shakopee, MN	3			\$365,471.00	
	1	Eastern M.S.	Subcontractors & Suppliers		Kelly Stucco Systems	Elko, MN	3			
	2	Eastern M.S.	Subcontractors & Suppliers		Therma Spray, Inc.	Minneapolis, MN	3			
	17	Eastern M.S.	Ceramic Tile	CD Tile	Blaine, MN	3			\$244,000.00	
	1	Eastern M.S.	Subcontractors & Suppliers		Daltile	Minneapolis, MN	3			
	2	Eastern M.S.	Subcontractors & Suppliers		RBC Tile & Stone	Plymouth, MN	3			
	3	Eastern M.S.	Subcontractors & Suppliers		Rubble Tile Distributors	Burnsville, MN	3			
	18	Eastern M.S.	Acoustical Ceilings	Schaffer	Duluth, MN	1	\$340,018.00			
	1	Eastern M.S.	Subcontractors & Suppliers		Haldeman-Homme	Eden Prairie, MN	3			
	19	Eastern M.S.	Carpet/Resilient Flooring	MCI	Waite Park, MN	3			\$222,450.00	
	20	Eastern M.S.	Terrazzo Flooring	Grazzini	Eagan, MN	3			\$192,700.00	
	21	Eastern M.S.	Paint & Coating/Wall Covering	Fransen	Milaca, MN	3			\$325,820.00	
	22	Eastern M.S.	Visual Display Boards	Neal Slate	Watertown, MN	3			\$46,495.00	
	1	Eastern M.S.	Subcontractors & Suppliers		Tekton Construction	St Louis Park, MN	3			
	2	Eastern M.S.	Subcontractors & Suppliers		W.E. Neal Slate Co	Watertown, MN	3			
	23	Eastern M.S.	Misc. Specialties	Kendall Door	Winona, MN	3			\$148,966.00	
	24	Eastern M.S.	Metal Wardrobe Lockers	JF Equipment	Cromwell, MN	1	\$98,700.00			
	1	Eastern M.S.	Subcontractors & Suppliers		C.C. Installations		3			



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2	Eastern M.S.	Subcontractors & Suppliers			Art Metal Products	Deerfield Beach, FL	3				
25	Eastern M.S.	Window Treatments	MCI		Waite Park, MN	3			\$77,410.00		
26	Eastern M.S.	Pool Construction/Equipment	Badger		Prairie du Sac, WI	3			\$770,250.00		
1	Eastern M.S.	Subcontractors & Suppliers			Neptune Benson	Coventry, RI	3				
27	Eastern M.S.	Fire Protection	Gorhman		Mora, MN	2		\$152,000.00			
28	Eastern M.S.	Mechanical - Plumbing/HVAC/Temp Control/Roofing	Thelen		Brainerd, MN	2		\$5,498,000.00			
1	Eastern M.S.	Subcontractors & Suppliers		SVL	Shoreview, MN	3					
2	Eastern M.S.			Midwest Mechanical	Minneapolis, MN	3					
3	Eastern M.S.			Ryan Company	Minneapolis, MN	3					
4	Eastern M.S.			Synergic Engineering	Chanhassen, MN	3					
5	Eastern M.S.			Trane	St Paul, MN	3					
6	Eastern M.S.			RJ Mechanical	St Cloud, MN	3					
7	Eastern M.S.			Neuman Insulation	Cloquet, MN	1					
8	Eastern M.S.			ABE	Duluth, MN	1					
9	Eastern M.S.			KMS	Minneapolis, MN	3					
29	Eastern M.S.	Electrical	Benson		Superior, WI	1	\$2,874,100.00				
1	Eastern M.S.	Subcontractors & Suppliers		Dell/Comm, inc.	Duluth, MN	1					
2	Eastern M.S.			RAV	Minneapolis, MN	3					
30	Eastern M.S.	Excavation & Site Earthwork	Arnt		Hugo, MN	3			\$1,000,900.00		
1	Eastern M.S.	Subcontractors & Suppliers		Knife Lake Concrete	Mora, MN	2					
2	Eastern M.S.			Redstone Construction	Little Rock, AR	3					
3	Eastern M.S.			Earl F. Anderson	Bloomington, MN	3					
31	Eastern M.S.	Asphalt Concrete Paving	Ulland		Carlton, MN	1	\$176,550.00				
1	Eastern M.S.	Subcontractors & Suppliers			Murphy Oil	Superior, WI	1				
32	Eastern M.S.	Landscaping and Sod	Urban		St. Paul, MN	3			\$49,000.00		
33	Eastern M.S.	Chain Link Fences and Gates	Century Fence		Forest Lake, MN	3			\$34,529.00		
34	Eastern M.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$77,685.00		
35	Eastern M.S.	Asbestos Abatement	Acct, Inc.		Cloquet, MN	1	\$13,000.00				
36	Eastern M.S.	Asbestos Abatement Phase 2	Acct, Inc.		Cloquet, MN	1	\$54,640.00				
37	Eastern M.S.	Asbestos Abatement	Mavo		Proctor, MN	1	\$213,860.00				
<b>totals</b>							<b>\$5,316,282.00</b>	<b>\$5,724,695.00</b>	<b>\$7,588,074.00</b>	<b>\$18,629,051.00</b>	
<b>Percentage of Total \$\$\$</b>							<b>28.54%</b>	<b>30.73%</b>	<b>40.73%</b>	<b>100.00%</b>	
1	Lester Park E.S.	Home Demolition	Alliance Steel		Superior, WI	1	\$107,500.00				
2	Lester Park E.S.	Plumbing/HVAC Equipment	Midwest Mechanical		Minneapolis, MN	3			\$23,130.00		
3	Lester Park E.S.	Mechanical Equipment Suppliers	SVL Inc.		St. Paul, MN	3			\$300,565.00		
4	Lester Park E.S.	Mechanical Equipment Suppliers	RM Cotten Co.		Brooklyn Park, MN	3			\$76,550.00		
5	Lester Park E.S.	Mechanical Equipment Suppliers	Minnesota Air		Bloomington, MN	3			\$68,900.00		
6	Lester Park E.S.	Concrete	Kelleher		Burnsville, MN	3			\$848,600.00		
7	Lester Park E.S.	Precast Concrete	Molin		Lino Lakes, MN	3			\$315,687.00		
8	Lester Park E.S.	Masonry	Harbor City		Duluth, MN	1	\$1,504,274.00				
1	Lester Park E.S.	Subcontractors & Suppliers			Kremer & Davis	Fridley, MN	3				
9	Lester Park E.S.	Steel/Metal Fabrication Supply	Dynamic		Proctor, MN	1	\$397,700.00				



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Contractors	10	Lester Park E.S.	Steel Erection - Structural and Misc. Metals	Northern Industrial	Grand Rapids, MN	2		\$216,817.00			
	11	Lester Park E.S.	Carpentry	Lipe Brothers	Duluth, MN	1	\$147,000.00				
	12	Lester Park E.S.	Metal Wall Panels/Roofing & Flashing	Jamar	Duluth, MN	1	\$956,255.00				
	13	Lester Park E.S.	Joint Sealers	Seal Treat	Eden Prairie, MN	3			\$30,170.00		
	14	Lester Park E.S.	Doors, Frames, & Hardware	Kendall	Winona, MN	3			\$159,046.00		
	15	Lester Park E.S.	Overhead Doors	Lipe Brothers	Duluth, MN	1	\$28,700.00				
	16	Lester Park E.S.	Storefront, Curtain Wall, Glazing & Al. Windows	St. Germain's	Duluth, MN	1	\$344,417.00				
	17	Lester Park E.S.	Drywall & Plaster	RTL	Shakopee, MN	3			\$383,436.00		
	1	Lester Park E.S.	<b>Subcontractors &amp; Suppliers</b>		<b>Kelly Stucco Systems</b>	Elko, MN	3				
	2	Lester Park E.S.			<b>Structural Applicators</b>	Clear Lake, WI	3				
	18	Lester Park E.S.	Tile Work	Twin Cities		St. Paul, MN	3			\$179,600.00	
	19	Lester Park E.S.	Acoustical Ceilings	Flament		Superior, WI	1	\$114,950.00			
	20	Lester Park E.S.	Wood Flooring	Mastiff		St. Anthony, MN	3			\$43,000.00	
	1	Lester Park E.S.	<b>Subcontractors &amp; Suppliers</b>		<b>Doug's Floor Sanding</b>	Dassel, MN	3				
	2	Lester Park E.S.			<b>Tarkett</b>	Whitehall, PA	3				
	21	Lester Park E.S.	Carpet/Resilient Flooring	Northland Flooring		Grand Rapids, MN	2		\$173,000.00		
	1	Lester Park E.S.	<b>Subcontractors &amp; Suppliers</b>		<b>D&amp;J Floor Coverings</b>	Coquitlam, BC	3				
	22	Lester Park E.S.	Sand Cushion and Plastic Matrix Terrazzo	Advanced Terrazzo		Coon Rapids, MN	3			\$185,000.00	
	23	Lester Park E.S.	Paint	Northland Painting		Duluth, MN	1	\$92,445.00			
	24	Lester Park E.S.	Misc. Specialties	Kendall		Winona, MN	3			\$52,675.00	
	25	Lester Park E.S.	Metal Wardrobe Lockers	JF Equipment		Cromwell, MN	1	\$24,600.00			
	26	Lester Park E.S.	Operable Panel Partitions	Hufcor		Golden Valley, MN	3			\$28,787.00	
	27	Lester Park E.S.	Athletic Equipment	H&B		Eden Prairie, MN	3			\$27,280.00	
	28	Lester Park E.S.	Finish Carpentry	Okeefe		River Falls, WI	3			\$341,600.00	
	29	Lester Park E.S.	Window Treatment/Roller Shades	Custom Exp.		Burnsville, MN	3			\$34,408.00	
	30	Lester Park E.S.	Hydraulic Elevator	Schindler		Bemidji, MN	3			\$65,400.00	
	31	Lester Park E.S.	Fire Protection	Brothers		Duluth, MN	1	\$114,998.00			
	32	Lester Park E.S.	Plumbing/HVAC/Temperature Controls	MD Mechanical		St. Cloud, MN	3			\$2,220,000.00	
	33	Lester Park E.S.	Electrical	Town & Country		Virginia, MN	2		\$1,151,900.00		
	34	Lester Park E.S.	Demolition, Earthwork & Site Utilities	Ulland		Carlton, MN	1	\$3,042,000.00			
	35	Lester Park E.S.	Asphalt Concrete Paving	Northland Paving		Duluth, MN	1	\$122,000.00			
	36	Lester Park E.S.	Landscaping and Sod	Urban		St. Paul, MN	3			\$67,500.00	
	37	Lester Park E.S.	Chain Link Fences and Gates	Keller Fence		Grand Rapids, MN	2		\$9,500.00		
	38	Lester Park E.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$307,115.00	
	<b>totals</b>							<b>\$6,996,839.00</b>	<b>\$1,551,217.00</b>	<b>\$5,758,449.00</b>	<b>\$14,306,505.00</b>
	<b>Percentage of Total \$\$\$</b>							<b>48.91%</b>	<b>10.84%</b>	<b>40.25%</b>	<b>100.00%</b>

1	Denfeld H.S.	House Demo & Site Grading	RJS Construction		Superior, WI	1	\$150,000.00			
1	Denfeld H.S.			<b>CMI</b>	Duluth, MN	1				
2	Denfeld H.S.			<b>Superior Steel</b>	Superior, WI	1				



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total		
3	Denfeld H.S.	Subcontractors & Suppliers		Kolb Construction	Duluth, MN	1						
4	Denfeld H.S.			Jamar	Duluth, MN	1						
5	Denfeld H.S.			St Germain's Casework	Duluth, MN	1						
6	Denfeld H.S.			The Glass Man	Cromwell, MN	1						
7	Denfeld H.S.			Overhead Door	Duluth, MN	1						
2	Denfeld H.S.	Electrical Service modifications	Benson Electric		Superior, WI	1	\$305,100.00					
3	Denfeld H.S.	Mechanical	Stout Mechanical		Duluth, MN	1	\$564,007.00					
1	Denfeld H.S.	Subcontractors & Suppliers		Johnson Controls	Duluth, MN	1						
2	Denfeld H.S.			Northern Industrial Insul	Edmonton, AB	3						
3	Denfeld H.S.			Viking Sprinklers	Duluth, MN	1						
4	Denfeld H.S.			Lipe Bros	Duluth, MN	1						
5	Denfeld H.S.			Api Electric	Duluth, MN	1						
6	Denfeld H.S.			Ferguson	Duluth, MN	1						
7	Denfeld H.S.			Goodin Co Blesi-Evans	Duluth, MN	1						
8	Denfeld H.S.			PBBS Equipment Corp	Menomonie, WI	3						
9	Denfeld H.S.			Brock White	Duluth, MN	1						
4	Denfeld H.S.	Electrical	Api Electrical Co		Duluth, MN	1	\$113,986.00					
5	Denfeld H.S.	Pump Room Asbestos Abatement	Mavo Systems		Duluth, MN	1	\$15,521.00					
6	Denfeld H.S.	Earthwork/ Site Demo/Asphalt Paving/Curbs/ Site Utilities	Northland Constructors		Duluth, MN	1	\$1,741,800.00					
1	Denfeld H.S.	Subcontractors & Suppliers		Northwoods Sodding	Duluth, MN	1						
2	Denfeld H.S.			Fobbe Contracting	Annandale, MN	3						
3	Denfeld H.S.			TPEC	Superior, WI	1						
4	Denfeld H.S.			Lines By Lightner	Esko, MN	1						
5	Denfeld H.S.			Cretex	Elk River, MN	3						
6	Denfeld H.S.			Contech	West Chester, OH	3						
7	Denfeld H.S.			Northern Waterworks	Fargo, ND	3						
8	Denfeld H.S.			Ess Bros	Laretto, MN	3						
9	Denfeld H.S.			ASDCO	Duluth, MN	1						
7	Denfeld H.S.	Masonry/Architectural Precast	Stretar Masonry & Concrete, Inc.		Duluth, MN	1	\$1,741,800.00					
1	Denfeld H.S.	Subcontractors & Suppliers		Brock White	Duluth, MN	1						
2	Denfeld H.S.			ASDCO	Duluth, MN	1						
3	Denfeld H.S.			Swanson & Youngdale	Duluth, MN	1						
4	Denfeld H.S.			Jamar	Duluth, MN	1						
8	Denfeld H.S.	Steel Erection	Red Cedar Steel Erectors, Inc.		Menomonie, WI	3			\$287,000.00			
9	Denfeld H.S.	Metal Panels	Architectural Products of Wausau		Wausau, WI	3			\$213,418.00			
10	Denfeld H.S.	Roofing	Thelen Heating & Roofing, Inc.		Brainerd, MN	1	\$802,000.00					
1	Denfeld H.S.	Subcontractors & Suppliers		Lipe Bros	Duluth, MN	1						
11	Denfeld H.S.			Skylights	Superior Glass, Inc.		Superior, WI	1	\$131,533.00			
12	Denfeld H.S.			Aluminum Storefronts/Windows	St. Germain's Glass, Inc.		Duluth, MN	1	\$253,066.00			
13	Denfeld H.S.			Materials Testing	EPC		Duluth, MN	1	\$48,795.00			
14	Denfeld H.S.			Building Survey	Salo Engineering		Duluth, MN	1	\$10,000.00			
15	Denfeld H.S.			Masonry Restoration	Building Restoration Co.		Minneapolis, MN	3			\$984,224.00	
1	Denfeld H.S.					Superior Glass, Inc.	Superior, WI	1				
2	Denfeld H.S.					Brock White	Duluth, MN	1				



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
Contractors	3	Denfeld H.S.	Subcontractors & Suppliers	ADSCO	Duluth, MN	1				
	4	Denfeld H.S.		Swanson & Youngdale	Duluth, MN	1				
	5	Denfeld H.S.		Jamar	Duluth, MN	1				
	16	Denfeld H.S.	Chimney Restoration	Gerard Chimney	St Louis, MO	3			\$308,220.00	
	1	Denfeld H.S.	Subcontractors & Suppliers	Lakehead Constructors	Superior, WI	1				
	2	Denfeld H.S.		Veit	Duluth, MN	1				
	3	Denfeld H.S.		United Rentals	Hermantown, MN	1				
	17	Denfeld H.S.	Concrete Foundations/Walks	Northland Concrete & Masonry	Burnsville, MN	3			\$946,700.00	
	1	Denfeld H.S.	Subcontractors & Suppliers	E&J Rebar	Andover, MN	3				
	2	Denfeld H.S.		Duluth Ready Mix	Saginaw, MN	1				
	3	Denfeld H.S.		Dynamic Structural Steel	Proctor, MN	1				
	4	Denfeld H.S.		Acme Tools	Duluth, MN	1				
	18	Denfeld H.S.	Cast-in place Concrete/Slabs	Northland Concrete & Masonry	Burnsville, MN	3			\$372,370.00	
	1	Denfeld H.S.	Subcontractors & Suppliers	Duluth Ready Mix	Duluth, MN	1				
	2	Denfeld H.S.		Dynamic Structural Steel	Proctor, MN	1				
	3	Denfeld H.S.		ASDCO	Duluth, MN	1				
	19	Denfeld H.S.	Structural Precast Concrete	Molin Concrete Products	Lino Lakes, MN	3			\$534,176.00	
	1	Denfeld H.S.	Subcontractors & Suppliers	Duluth Ready Mix	Duluth, MN	1				
	20	Denfeld H.S.	Steel Supply Cold Formed	American Structural Metals, Inc.	Somerset, WI	3			\$624,900.00	
	21	Denfeld H.S.	Metal Framing/Fireproofing	Olympic Wall Systems, Inc.	Minnetonka, MN	3			\$469,800.00	
	1	Denfeld H.S.	Subcontractors & Suppliers	United Rentals	Hermantown, MN	1				
	22	Denfeld H.S.	Damproofing/waterproofing	Kremer & Davis	Fridley, MN	3			\$138,500.00	
	23	Denfeld H.S.	Boiler Room Asbestos Abatement	Enorthern Environmental Services	Hibbing, MN	1	\$17,760.00			
	24	Denfeld H.S.	Air Terminal Units	TMS Johnson	New Hope, MN	3			\$51,565.00	
	25	Denfeld H.S.	Displacement Diffusers	TMS Johnson	New Hope, MN	3			\$129,210.00	
	26	Denfeld H.S.	Boilers and Accessories	Ryan Company	Minneapolis, MN	3			\$249,000.00	
	27	Denfeld H.S.	Air Cooled Condensing Unit	ABE	Duluth, MN	1	\$18,735.00			
	28	Denfeld H.S.	Air Cooled Water Chiller	York Company	Plymouth, MN	3			\$192,775.00	
	29	Denfeld H.S.	Plate Type Energy Recovery Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$30,605.00	
	30	Denfeld H.S.	Modular ERVUs	Trane Company	St Paul, MN	3			\$281,541.00	
	31	Denfeld H.S.	Modular AHUs & MAUs	York Company	Plymouth, MN	3			\$87,700.00	
	32	Denfeld H.S.	Fan Coil Units	Midwest Mechanical Solutions	Minneapolis, MN	3			\$4,740.00	
	33	Denfeld H.S.	Food Service Equipment	Hockenbergs	Minneapolis, MN	3			\$648,000.00	
	34	Denfeld H.S.	Food Service Equipment - Culinary Arts	Hockenbergs	Minneapolis, MN	3			\$48,600.00	
	35	Denfeld H.S.	Demolition	Lipe Bros	Duluth, MN	1	\$455,800.00			
	36	Denfeld H.S.	Carpentry/General Construction	RJS Construction	Superior, WI	1	\$1,456,330.00			
	37	Denfeld H.S.	Caulking/Firestopping	A.J. Spanjers Co. Inc	Minneapolis, MN	3			\$76,840.00	
	38	Denfeld H.S.	Doors/Frames & Hardware	Sell Hardware, Inc.	Duluth, MN	1	\$377,460.00			
	39	Denfeld H.S.	Colling/Overhead Doors	Overhead Door Co of Duluth	Duluth, MN	1	\$23,100.00			
	40	Denfeld H.S.	Drywall/Plaster	Minuti-Ogle, Co.	St Paul, MN	3			\$1,359,800.00	
	41	Denfeld H.S.	Accoustical Ceilings/Accoustical Treatments	Accoustic Associates, Inc.	Minneapolis, MN	3			\$318,800.00	



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
	1	Denfeld H.S.	Subcontractors & Suppliers		Sound Concept	Hermantown, MN	1			
	42	Denfeld H.S.	Painting	Regional Contracting & Painting	Duluth, MN	1	\$241,931.00			
	1	Denfeld H.S.	Subcontractors & Suppliers		Sherwin Williams	Duluth, MN	1			
	43	Denfeld H.S.	Miscellaneous Specialties - Supply	J.S. Cates Construction, Inc.	Minneapolis, MN	3			\$39,600.00	
	44	Denfeld H.S.	Visual Display Boards/Cases - Supply	W.E. Neal Slate Co.	Watertown, MN	3			\$30,946.00	
	45	Denfeld H.S.	Gymnasium Divider Curtain	H&B Specialized Products, Inc.	Eden Prairie, MN	3			\$19,450.00	
	46	Denfeld H.S.	Casework-Supply	Haldeman-Homme, Inc	Minneapolis, MN	3			\$272,130.00	
	1	Denfeld H.S.	Subcontractors & Suppliers		St Germain's Cabinet	Duluth, MN	1			
	2	Denfeld H.S.	Subcontractors & Suppliers		Sound Concept	Hermantown, MN	1			
	47	Denfeld H.S.	Fire Protection	A.G. O'Brien Plumbing & Heating	Duluth, MN	1	\$345,850.00			
	48	Denfeld H.S.	Plumbing & Heating Piping/HVAC/Temperature controls	Shannon's Inc.	International Falls, MN	2		\$5,700,500.00		
	49	Denfeld H.S.	Electrical/Fire Alarm Tech. Cabling	Benson Electric	Superior, WI	1	\$3,525,000.00			
	50	Denfeld H.S.	Boiler Room Asbestos Abatement	Mavo Systems	Duluth, MN	1	\$228,400.00			
	51	Denfeld H.S.	Asbestos Abatement Phase 2 Classroom & Common areas	NES	Hibbing, MN	1	\$42,015.00			
	52	Denfeld H.S.	Clock Tower Windows	St. Germain's Glass, Inc.	Duluth, MN	1	\$188,313.00			
	53	Denfeld H.S.	Auditorium Parapet Repair	Stretar Masonry & Concrete, Inc.	Duluth, MN	1	\$228,580.00			
	54	Denfeld H.S.	Roof Replacement	Garland	Cleveland, OH	3			\$785,364.00	
	55	Denfeld H.S.	Tile	Grazzini Bros	Eagan, MN	3			\$200,000.00	
	56	Denfeld H.S.	Terrazzo	Advance Terrazzo & Tile Co	Coon Rapids, MN	3			\$520,477.00	
	57	Denfeld H.S.	Resilient Flooring/Carpet	MCI	Waite Park, MN	3			\$282,498.00	
	58	Denfeld H.S.	Lockers	Olympus Lockers	Eden Prairie, MN	3			\$170,374.00	
	59	Denfeld H.S.	Elevators	Schindler Elevator	Eagan, MN	3			\$55,510.00	
	60	Denfeld H.S.	Testing & Balancing	Testing & Balance Associates	Duluth, MN	1	\$60,440.00			
	61	Denfeld H.S.	Landscaping	Urban Companies, LLC	St Paul, MN	3			\$24,750.00	
	62	Denfeld H.S.	Food Service Equipment	Hockenbergs	St Paul, MN	3			\$704,106.00	
	63	Denfeld H.S.	Science Casework	Haldeman-Homme, Inc	Minneapolis, MN	3			\$355,839.00	
general conditions	1	Denfeld H.S.	Construction Waste Management	Veit Disposal	Duluth, MN	1	\$60,000.00			
	2	Denfeld H.S.	Sanitary Facilities	Thompson Rental	Superior, WI	1	\$25,000.00			
	3	Denfeld H.S.	Drinking Water	Michaud Distributing	Duluth, MN	1	\$3,000.00			
	4	Denfeld H.S.	Telephone Service	Qwest	Duluth, MN	1	\$11,200.00			
	5	Denfeld H.S.	Temp Fuel & Gas	City of Duluth	Duluth, MN	1	\$305,000.00			
	6	Denfeld H.S.	Temporary Construction Heaters	Temp Heat	Duluth, MN	1	\$40,000.00			
	7	Denfeld H.S.	Site Fencing	Keller Fence	Grand Rapids, MN	2		\$13,020.00		
	8	Denfeld H.S.	Temporary Power	Mn Power	Duluth, MN	1	\$58,000.00			
<b>totals</b>							<b>\$13,589,522.00</b>	<b>\$5,713,520.00</b>	<b>\$11,819,528.00</b>	<b>\$31,122,570.00</b>
<b>Percentage of Total \$\$\$</b>							<b>43.66%</b>	<b>18.36%</b>	<b>37.98%</b>	<b>100.00%</b>
	1	Ordean H.S.	Earthwork & Site Demo	Veit	Duluth, MN	1	\$1,557,950.00			
	2	Ordean H.S.	Asphalt Paving & curbs	Northland Constructors	Duluth, MN	1	\$510,500.00			



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Contractors	3	Ordean H.S.	Materials Testing	Braun Intertec	Duluth, MN	1	\$103,000.00					
	4	Ordean H.S.	Building Survey	Salo Engineering	Duluth, MN	1	\$35,000.00					
	5	Ordean H.S.	Tuckpointing (Thru KA contract & bidding)	McPherson-Towne Co	Minneapolis, MN	3			\$82,688.00			
	6	Ordean H.S.	Building Demo	Rachel Contracting, LLC	St Michael, MN	3			\$419,890.00			
	7	Ordean H.S.	Asbestos Abatement	Envirobate, Inc.	Minneapolis, MN	3			\$366,000.00			
	8	Ordean H.S.	Cast-in place Concrete/Slabs	Northland Concrete & Masonry	Burnsville, MN	3			\$869,700.00			
	1	Ordean H.S.	Subcontractors & Suppliers		E&J Rebar	Andover, MN	3					
	2	Ordean H.S.			Veit Excavation	Duluth, MN	1					
	3	Ordean H.S.			Duluth Ready Mix	Saginaw, MN	1					
	4	Ordean H.S.			Dynamic Structural Steel	Proctor, MN	1					
	5	Ordean H.S.			Doka USA, Ltd	Channahon, IL	3					
	6	Ordean H.S.			ASDCO	Duluth, MN	1					
	9	Ordean H.S.	Site Utilities	St. Paul Utilities		Burnsville, MN	3			\$1,096,400.00		
	10	Ordean H.S.	Waterproofing/Insulation - (Rebid)	Concrete Coatings, Inc.		Blaine, MN	3			\$136,900.00		
	11	Ordean H.S.	Footing/Foundations, and Retaining Walls	Northland Concrete & Masonry Structures Hardscape Specialists, Inc.		Burnsville, MN	3			\$1,269,200.00		
	12	Ordean H.S.	Segmental Retaining Wall System	Schwab, Vollhaber, Lubratt		Bloomington, MN	3			\$955,604.00		
	13	Ordean H.S.	Axial Fans	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$6,740.00		
	14	Ordean H.S.	Air Terminal Units	The Trane Co		St Paul, MN	3			\$51,606.00		
	15	Ordean H.S.	Displacement Diffusers	Midwest Mechanical Solutions		Minneapolis, MN	3			\$134,250.00		
	16	Ordean H.S.	Boilers & Accessories	Ryan Co		Minneapolis, MN	3			\$228,000.00		
	17	Ordean H.S.	Air Cooled Condensing Unit	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$13,370.00		
	18	Ordean H.S.	Air Cooled Chillers	The Trane Co		St Paul, MN	3			\$206,651.00		
	19	Ordean H.S.	Plate Type Energy Recovery Units	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$79,830.00		
	20	Ordean H.S.	Energy Recovery Units	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$204,480.00		
	21	Ordean H.S.	Modular Air Handling Units	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$161,840.00		
	22	Ordean H.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$647,557.66		
	23	Ordean H.S.	Food Service Equipment - Culinary Arts	Hockenbergs		Minneapolis, MN	3			\$209,289.34		
	24	Ordean H.S.	Fan Coil Units	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$2,810.00		
	25	Ordean H.S.	Demolition	Lipe Brothers		Duluth, MN	1	\$375,000.00				
	26	Ordean H.S.	Cast-in place Concrete	Hanson Masonry		Owen, WI	3			\$1,145,464.00		
	27	Ordean H.S.	Pre-cast Concrete Plank	Molin Concrete		Lino Lakes, MN	3			\$999,980.00		
	28	Ordean H.S.	Pre-cast Concrete Wall Panels	Wells Concrete Products		Wells, MN	3			\$2,287,341.00		
	29	Ordean H.S.	Masonry	Harbor City Masonry		Duluth, MN	1	\$644,994.00				
	30	Ordean H.S.	Steel Supply	Le Jeune Steel Co		Minneapolis, MN	3			\$1,364,200.00		
	1	Ordean H.S.	Subcontractors & Suppliers		Duluth Steel	Duluth, MN	1					
	31	Ordean H.S.	Carpentry	Lipe Brothers		Duluth, MN	1	\$736,000.00				
32	Ordean H.S.	Roofing & Sheet Metal	Palmer West		Rogers, MN	3			\$1,931,800.00			
33	Ordean H.S.	Doors & Frames - Supply	Sell Hardware, Inc.		Duluth, MN	1	\$470,950.00					
34	Ordean H.S.	Coiling & Overhead Doors	Lipe Brothers		Duluth, MN	1	\$29,731.00					
35	Ordean H.S.	Drywall	RTL Construction		Shakopee, MN	3			\$1,690,271.00			
36	Ordean H.S.	Plumbing & Heat Piping	El-Jay Plumbing & Heating		St Cloud, MN	3			\$2,915,700.00			



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37	Ordean H.S.	HVAC	McDowell Co		Waite Park, MN	3			\$3,131,600.00	
38	Ordean H.S.	Electric	Belknap Electric		Superior, WI	1	\$4,946,969.00			
39	Ordean H.S.	Steel Erection	Northern Industrial Erectors, Inc.		Grand Rapids, MN	2		\$571,956.00		
40	Ordean H.S.	Fireproofing	Olympic Companies, Inc.		Minnetonka, MN	3			\$250,000.00	
41	Ordean H.S.	Membrane & Waterproofing	Kremer & Davis, Inc.		Fridley, MN	3			\$13,750.00	
42	Ordean H.S.	Caulking	Seal Treat, Inc.		Eden Prairie, MN	3			\$50,500.00	
43	Ordean H.S.	Aluminum Entrances/ Storefronts/Windows/Glazing	Superior Glass		Superior, WI	1	\$545,412.00			
44	Ordean H.S.	Skylight System	W.L. Hall Company		Hopkins, MN	3			\$340,287.00	
45	Ordean H.S.	Fire Protection	Viking Automatic Sprnkler Company		Duluth, MN	1	\$422,000.00			
46	Ordean H.S.	Tile Work	Contract Tile & Carpet, LLC		Duluth, MN	1	\$692,625.00			
47	Ordean H.S.	Terrazzo	Grazzini Bros & Co		Eagan, MN	3			\$325,000.00	
48	Ordean H.S.	Accoustical Ceilings/Panels	Twin Cities Accoustics		Minneapolis, MN	3			\$638,175.00	
49	Ordean H.S.	Wood Flooring	Haldeman-Homme, Inc dba Anderson Ladd		Minneapolis, MN	3			\$174,218.00	
50	Ordean H.S.	Painting/Wall Covering	Steinbrecher Paintings, Inc.		Princeton, MN	3			\$340,000.00	
51	Ordean H.S.	Miscellaneous Specialties - Supply	Kendell Doors & Hardware, Inc.		Mendota Hts, MN	3			\$76,661.00	
52	Ordean H.S.	Visual Display Boards/Cases - Supply	W.E. Neal Slate Co.		Watertown, MN	3			\$114,866.00	
53	Ordean H.S.	Metal Lockers/Athletic Lockers	Haldeman-Homme, Inc		Minneapolis, MN	3			\$353,679.00	
54	Ordean H.S.	Theater & Stage Equipment	Secoa, Inc.		Champlin, MN	3			\$213,327.00	
55	Ordean H.S.	Athletic Field Equipment & Site Furnishings	Upper Midwest Athletic Construction		Anoka, MN	3			\$103,752.00	
56	Ordean H.S.	Casework-Supply	Haldeman-Homme, Inc		Minneapolis, MN	3			\$386,769.00	
57	Ordean H.S.	Auditorium-Seating	Haldeman-Homme, Inc		Minneapolis, MN	3			\$117,176.00	
58	Ordean H.S.	Telescoping Bleachers	Haldeman-Homme, Inc		Minneapolis, MN	3			\$259,108.00	
59	Ordean H.S.	Sound Conditioning Rooms	Wenger Corporation		Owatonna, MN	3			\$50,898.00	
60	Ordean H.S.	Asphalt Paving	Northland Constructors		Duluth, MN	1	\$249,000.00			
61	Ordean H.S.	Fences & Gates	Century Fence Co		Forest Lake, MN	3			\$67,958.00	
62	Ordean H.S.	Landscaping	Urban Companies, LLC		St Paul, MN	3			\$65,000.00	
63	Ordean H.S.	Earthwork	Veit & Co		Duluth, MN	1	\$1,167,900.00			
64	Ordean H.S.	Flooring & Carpet	Master Floors LLC		Shoreview, MN	3			\$525,850.00	
65	Ordean H.S.	Gymnasium Equipment	The Centre Stage Mfg Co		Sauk Centre, MN	3			\$134,750.00	
66	Ordean H.S.	Roller Window Shades	Lipe Brothers		Duluth, MN	1	\$48,200.00			
67	Ordean H.S.	Elevators	Schindler Elevator		Eagan, MN	3			\$70,000.00	
68	Ordean H.S.	Synthetic Turf	Atlas/Field Turf		Cedar Rapids, IA	3			\$381,035.00	
69	Ordean H.S.	Running Track Surfacing	Midwest Tennis & Track		Denison, IA	3			\$230,650.00	
70	Ordean H.S.	Testing & Balancing	T.D. Testing & Balancing Inc.		Duluth, MN	1	\$57,000.00			
71	Ordean H.S.	Science Casework	Haldeman-Homme, Inc		Minneapolis, MN	3			\$276,510.00	
72	Ordean H.S.	Concrete Plaza/Walls/Curb	Kelleher Construction		Burnsville, MN	3			\$525,440.00	
73	Ordean H.S.	Custom Casework/Plam	St Germain's Cabinets		Duluth, MN	1	\$83,635.00			
74	Ordean H.S.	Grandstands/Press box	Dant Clayton		Louisville, KY	3			\$739,109.00	
75	Ordean H.S.	Traffic Signals	Parson's Electric		Duluth, MN	1	\$144,696.00			
76	Ordean H.S.	General Carpentry	Lipe Brothers		Duluth, MN	1	\$611,226.00			



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
77	Ordean H.S.	Greenhouse	Albert J. Lauer		Farmington, MN	3			\$274,000.00	
78	Ordean H.S.	Parking Lot	Northland Constructors		Duluth, MN	1	\$357,200.00			
79	Ordean H.S.	Parking Lot - Denfeld	Northland Constructors		Duluth, MN	1	-\$77,500.00			
general conditions	1	Ordean H.S.	Construction Waste Management	Veit Disposal	Duluth, MN	1	\$66,000.00			
	2	Ordean H.S.	Sanitary Facilities	Thompson Rental	Superior, WI	1	\$16,500.00			
	3	Ordean H.S.	Drinking Water	Michaud Distributing	Duluth, MN	1	\$1,300.00			
	4	Ordean H.S.	Telephone Service	Qwest	Duluth, MN	1	\$7,700.00			
	5	Ordean H.S.	Temp Fuel & Gas	City of Duluth	Duluth, MN	1	\$300,000.00			
	6	Ordean H.S.	Temporary Construction Heaters	Temp Heat	Duluth, MN	1	\$45,000.00			
	7	Ordean H.S.	Site Fencing	Keller Fence	Grand Rapids, MN	2		\$27,072.00		
	8	Ordean H.S.	Temporary Power	Mn Power	Duluth, MN	1	\$110,000.00			
totals							\$14,257,988.00	\$599,028.00	\$29,707,630.00	\$44,564,646.00
Percentage of Total \$\$							31.99%	1.34%	66.66%	100.00%

1	Laura Mac E.S.	Building Demo	RJS Construction		Superior, WI	1	\$242,000.00			
2	Laura Mac E.S.	Earthwork/ Site Demo/Excavation	Veit & Company, Inc.		Duluth, MN	1	\$1,034,626.00			
3	Laura Mac E.S.	Asphalt Paving Curb & Gutter	Ulland Bros, Inc.		Cloquet, MN	1	\$322,550.00			
4	Laura Mac E.S.	Food Service Equipment	Hockenbergs		Minneapolis, MN	3			\$298,683.00	
5	Laura Mac E.S.	Materials Testing	EPC		Duluth, MN	1	\$37,900.00			
6	Laura Mac E.S.	Site Utilities	Belair Excavating		New Brighton, MN	3			\$196,800.00	
1	Laura Mac E.S.	Subcontractors & Suppliers	Davies Northern Waterworks		Blaine, MN	3				
2	Laura Mac E.S.		Asphalt of Duluth		Hermantown, MN	1				
3	Laura Mac E.S.		Duncan Concrete		Browerville, MN	3				
4	Laura Mac E.S.		TMIC Landscaping LLC		Cloquet, MN	1				
6	Laura Mac E.S.		Midwest Transport & Excavating		Brookston, MN	1				
7	Laura Mac E.S.		County Materials		Roberts, MN	3				
8	Laura Mac E.S.		Salo Engineering		Duluth, MN	1				
7	Laura Mac E.S.		Building Survey	Salo Engineering		Duluth, MN	1	\$10,000.00		
8	Laura Mac E.S.	Cast In Place Footings & Foundation	Kelleher Construction		Burnsville, MN	3			\$802,600.00	
1	Laura Mac E.S.	Subcontractors & Suppliers	Arrowhead Concrete Works		Hermantown, MN	1				
2	Laura Mac E.S.		Rebarfab Inc.		New Brighton, MN	3				
3	Laura Mac E.S.		Sanders Steel Erectors		Hastings, MN	3				
4	Laura Mac E.S.		Jamar		Duluth, MN	1				
9	Laura Mac E.S.	Air Terminal Units	Midwest Mechanical Solutions		Minneapolis, MN	3			\$20,070.00	
10	Laura Mac E.S.	Displacement Diffusers	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$55,107.00	
11	Laura Mac E.S.	Modular ERVU-2 & ERVU-3	Midwest Mechanical Solutions		Minneapolis, MN	3			\$1,625.00	
12	Laura Mac E.S.	Boilers & Accessories	RM Cotton Co		Brooklyn Park, MN	3			\$115,355.00	
13	Laura Mac E.S.	Air Cooled Condensing Unit	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$10,826.00	
14	Laura Mac E.S.	Air Cooled Water Chillers	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$62,965.00	
15	Laura Mac E.S.	Plate Type Energy Recovery Ventilation Units	Schwab, Vollhaber, Lubratt		Shoreview, MN	3			\$24,951.00	



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	Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total	
Contract	16	Laura Mac E.S.	Modular Energy Recovery Ventilation Units	Trane	St Paul, MN	3			\$75,109.00		
	17	Laura Mac E.S.	Modular Air Handling Units	Schwab, Vollhaber, Lubratt	Shoreview, MN	3			\$58,305.00		
	18	Laura Mac E.S.	Structural Precast Concrete	Wells Concrete	Wells, MN	3			\$327,321.00		
	19	Laura Mac E.S.	Structural Steel/Steel Joists/Metal Deck Misc Metals-Supply	Dynamic Steel	Proctor, MN	1	\$439,000.00				
	20	Laura Mac E.S.	CIP Concrete/Slabs	Northland Concrete & Masonry	Burnsville, MN	3			\$358,365.00		
	21	Laura Mac E.S.	Masonry	Bedrock Flint	Duluth, MN	1	\$1,815,547.00				
	22	Laura Mac E.S.	Structural Steel - Erection	Red Cedar Steel Erectors, Inc.	Menomonie, WI	3			\$162,500.00		
	23	Laura Mac E.S.	Rough Carpentry/Accessories	RJS Construction	Superior, WI	1	\$239,575.00				
	24	Laura Mac E.S.	Roofing/Sheet Metal/Wall Panels	Berwald Roofing Company, Inc	St Paul, MN	3			\$924,434.00		
	25	Laura Mac E.S.	Caulking/Firestopping	Carciofini Company	Minneapolis, MN	3			\$39,245.00		
	26	Laura Mac E.S.	Coiling Doors/Grilles/Sectional Doors	API Garage Door Store	Waite Park, MN	3			\$25,250.00		
	27	Laura Mac E.S.	Drywall	Minuti-Ogle, Co.	St Paul, MN	3			\$595,090.00		
	28	Laura Mac E.S.	Accoustical Ceilings/Accoustical Treatments	Flament Hampshire, Inc.	Superior, WI	1	\$115,440.00				
	29	Laura Mac E.S.	Wood Flooring	Haldeman-Homme, Inc dba Anderson Ladd	Minneapolis, MN	3			\$44,133.00		
	30	Laura Mac E.S.	Painting/Coatings	Northland Painting of Duluth	Duluth, MN	1	\$99,144.00				
	31	Laura Mac E.S.	Visual Display Surfaces - Supply	Platinum Visual Systems	Corona, CA	3			\$26,890.00		
	32	Laura Mac E.S.	Folding Panel Partitions	Hufcor Minnesota, LLC	Golden Valley, MN	3			\$9,033.00		
	33	Laura Mac E.S.	Metal Lockers	Lyon Workspace Projects	Aurora, IL	3			\$73,000.00		
	34	Laura Mac E.S.	Athletic Equipment	H & B Specialized Products, Inc.	Minneapolis, MN	3			\$22,850.00		
	35	Laura Mac E.S.	Window Treatments	Custom Drapery & Blinds by Michael Esch	Minneapolis, MN	3			\$10,232.00		
	36	Laura Mac E.S.	Manufactured Casework	Haldeman-Homme, Inc	Minneapolis, MN	3			\$312,265.00		
	37	Laura Mac E.S.	Elevators	Schindler Elevator Corp.	Eagan, MN	3			\$58,310.00		
	38	Laura Mac E.S.	Fire Protection	Summit Fire	Duluth, MN	1	\$119,775.00				
	39	Laura Mac E.S.	Plumbing & Heating Pipe	Gorham Oien Mechanical	Mora, MN	2		\$1,283,000.00			
	40	Laura Mac E.S.	Electrical/Communication/Security/Technology	Benson Electric	Superior, WI	1	\$1,576,144.00				
	41	Laura Mac E.S.	Sand Base	Ulland Bros, Inc.	Cloquet, MN	1	\$71,725.00				
	42	Laura Mac E.S.	Landscape/Playground	MCI dba Multiple Concepts Interiors	Waite Park, MN	3			\$168,155.00		
	43	Laura Mac E.S.	Aluminum Entrances/Glazing	St. Germain's Glass, Inc.	Duluth, MN	1	\$309,292.00				
	44	Laura Mac E.S.	Tile	CD Tile & Stone	Blaine, MN	3			\$122,945.00		
	45	Laura Mac E.S.	Terrazzo/Resinous Flooring	Advanced Terrazzo	Coon Rapids, MN	3			\$122,980.00		
	46	Laura Mac E.S.	HVAC/Air Distribution	Thelen	Brainerd, MN	2		\$820,000.00			
	47	Laura Mac E.S.	Testing & Balancing	Test & Balance Associates	Duluth, MN	1	\$23,160.00				
	48	Laura Mac E.S.	Landscaping	Duluth Superior Erection	Duluth, MN	1	\$66,600.00				
	49	Laura Mac E.S.	Building Demo	Hibbing Excavation	Hibbing, MN	2		\$638,400.00			
	Additions	1	Laura Mac E.S.	Construction Waste Management	Veit	Duluth, MN	1	\$42,000.00			
		2	Laura Mac E.S.	Sanitary Facilities	Thompson Rental	Superior, WI	1	\$2,800.00			
		3	Laura Mac E.S.	Drinking Water	Michaud Distributing	Duluth, MN	1	\$1,100.00			



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general co	4	Laura Mac E.S.	Telephone Service	Qwest	Duluth, MN	1	\$6,300.00				
	5	Laura Mac E.S.	Site Fencing	Keller Fencing	Grand Rapids, MN	2		\$12,800.00			
	6	Laura Mac E.S.	Temp Fuel & Gas	City of Duluth	Duluth, MN	1	\$60,000.00				
	7	Laura Mac E.S.	Temporary Power	Mn Power	Duluth, MN	1	\$24,000.00				
	<b>Totals</b>							<b>\$6,658,678.00</b>	<b>\$2,754,200.00</b>	<b>\$5,125,394.00</b>	<b>\$14,538,272.00</b>
	<b>Percentage of Total \$\$\$</b>							<b>45.80%</b>	<b>18.94%</b>	<b>35.25%</b>	<b>100.00%</b>

Contractors	1	Lincoln Piedmont E.S.	Piedmont School Demolition	Alliance Steel		Superior, WI	1	\$269,000.00		
	1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		Mavo	Duluth, MN	1			
	2	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		Carlson Professional Svc	Duluth, MN	1			
	2	Lincoln Piedmont E.S.	Building Concrete	Kelleher Construction		Burnsville, MN	3			\$904,669.00
	3	Lincoln Piedmont E.S.	Precast Concrete	Hanson Structural		Maple Grove, MN	3			\$253,358.00
	1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		RJS Crane Rental	Superior, WI	1			
	4	Lincoln Piedmont E.S.	Unit Masonry	Harbor City Masonry		Duluth, MN	1	\$2,007,750.00		
	1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		Reliable Retrofit Insul.	Brainerd, MN	2			
	2	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		Arrowhead Concrete Works	Hermantown, MN	1			
	5	Lincoln Piedmont E.S.	Structural Steel/Metal Fab Supply	Dynamic Structural Steel		Proctor, MN	1	\$571,800.00		
	1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		Sherwin-Williams	Hermantown, MN	1			
	6	Lincoln Piedmont E.S.	Steel Erection	Northern Industrial Erectors		Grand Rapids, MN	2		\$163,492.00	
	7	Lincoln Piedmont E.S.	Carpentry & Overhead & Coiling	Lipe Brothers		Duluth, MN	1	\$285,600.00		
	1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		H & H Lumber	Superior, WI	1			
	8	Lincoln Piedmont E.S.	Waterproofing & Damproofing	Kremer & Davis		Fridley, MN	3			\$59,600.00
	9	Lincoln Piedmont E.S.	Joint Sealers	American Masonry		Fridley, MN	3			\$34,684.00
	10	Lincoln Piedmont E.S.	Doors, Frames & Hardware	Northern Door		Duluth, MN	1	\$206,495.00		
	11	Lincoln Piedmont E.S.	Aluminum Entrances	Capital City Glass		Blaine, MN	3			\$345,324.00
	12	Lincoln Piedmont E.S.	Drywall, Plaster, Stucco	Zintl		Stillwater, MN	3			\$261,849.00
	1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		Tamarack	Duluth, MN	1			
	13	Lincoln Piedmont E.S.	Tile	Superior Tile & Terrazzo		Forest Lake, MN	3			\$111,210.00
	14	Lincoln Piedmont E.S.	Accoustical & Metal Ceilings	Flament-Hampshire		Superior, WI	1	\$124,250.00		
	1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		USG	Cloquet, MN	1			
15	Lincoln Piedmont E.S.	Wood Flooring	FLR Sanders		Princeton, MN	3			\$46,300.00	
16	Lincoln Piedmont E.S.	Carpet/Resilient Flooring	Johnson Carpet Tile		Duluth, MN	1	\$155,900.00			
17	Lincoln Piedmont E.S.	Terrazzo	Twin City Tile		St Paul, MN	3			\$269,680.00	
1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		Duluth Ready Mix	Duluth, MN	1				
18	Lincoln Piedmont E.S.	Painting	Steinbrecher Painting		Princeton, MN	3			\$105,500.00	
19	Lincoln Piedmont E.S.	Miscellaneous	Kendall Doors		Mankato, MN	3			\$57,651.00	
20	Lincoln Piedmont E.S.	Lockers	Olympic Locker		Eden Prairie, MN	3			\$21,387.00	
21	Lincoln Piedmont E.S.	Operable Partitions	Hufcor Minnesota		Golden Valley, MN	3			\$32,898.00	
22	Lincoln Piedmont E.S.	Athletic Equipment	H & B Specialized Products		Eden Prairie, MN	3			\$22,634.00	
23	Lincoln Piedmont E.S.	Finish Carpentry	Haldeman-Homme		Minneapolis, MN	3			\$359,657.00	
1	Lincoln Piedmont E.S.	<b>Subcontractors &amp; Suppliers</b>		St Germain's Cabinet	Duluth, MN	1				



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24	Lincoln Piedmont E.S.	Window Treatment	Custom Drapery & Blinds		Burnsville, MN	3			\$26,500.00			
25	Lincoln Piedmont E.S.	Passenger Elevators	Schindler Elevator		Eagan, MN	3			\$53,210.00			
26	Lincoln Piedmont E.S.	Fire Protection Systems	Ahern Fire Protection		Minneapolis, MN	3			\$117,066.00			
27	Lincoln Piedmont E.S.	Mechanical	MD Mechanical		St Joseph, MN	3			\$2,432,000.00			
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers			Johnson Controls	Duluth, MN	1					
2	Lincoln Piedmont E.S.				Nothern Industrial Insulation	Hermantown, MN	1					
3	Lincoln Piedmont E.S.				Ferguson Enterprises	Duluth, MN	1					
28	Lincoln Piedmont E.S.	Electrical	Electrical Systems		Brainerd, MN	2		\$1,340,200.00				
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers			Gray Bar Electric	Duluth, MN	1					
2	Lincoln Piedmont E.S.				C Rescent Electric	Brainerd, MN	2					
3	Lincoln Piedmont E.S.				Simplex/Grinnell	Duluth, MN	1					
4	Lincoln Piedmont E.S.				Johnson Controls	Duluth, MN	1					
5	Lincoln Piedmont E.S.				ESC Supply	Proctor, MN	1					
6	Lincoln Piedmont E.S.				Viking Electric	Duluth, MN	1					
29	Lincoln Piedmont E.S.	Demo, Earthwork & Site Utilities	Northland Constructors		Duluth, MN	1	\$1,535,211.00					
1	Lincoln Piedmont E.S.	Subcontractors & Suppliers			Hovland Masonry	Duluth, MN	1					
30	Lincoln Piedmont E.S.	Landscaping	AJ's Lawncare, inc.		Duluth, MN	1	\$47,500.00					
31	Lincoln Piedmont E.S.	Chain Link Fences	Century Fence		Forest Lake, MN	3			\$11,186.00			
32	Lincoln Piedmont E.S.	Bituminous Built-Up Roof	McDowell Co		Waite Park, MN	3			\$699,700.00			
<b>Totals</b>							<b>\$5,203,506.00</b>	<b>\$1,503,692.00</b>	<b>\$6,226,063.00</b>	<b>\$12,933,261.00</b>		
<b>Percentage of Total \$\$\$</b>							<b>40.23%</b>	<b>11.63%</b>	<b>48.14%</b>	<b>100.00%</b>		

Contractors	1	Lincoln Park M.S.	Earthwork & Site Utilities	Veit		Duluth, MN	1	\$5,314,500.00			
	2	Lincoln Park M.S.	Site Concrete	Hovland		Hermantown, MN	1	\$245,000.00			
	3	Lincoln Park M.S.	Concrete	Kelleher Construction		Burnsville, MN	3		\$2,298,400.00		
	4	Lincoln Park M.S.	Precast Concrete	Molin Concrete		Lino Lakes, MN	3		\$2,084,728.00		
	5	Lincoln Park M.S.	Masonry	Rice Lake Construction Group		Deerwood, MN	2		\$3,788,650.00		
	6	Lincoln Park M.S.	Structural Steel/Supply	Le Jeune Steel Co		Minneapolis, MN	3		\$1,261,500.00		
	7	Lincoln Park M.S.	Steel Erection	Northern Industrial Erectors		Grand Rapids, MN	2		\$308,000.00		
	8	Lincoln Park M.S.	Carpentry	Tekton Construction		St Louis Park, MN	3		\$1,023,500.00		
	9	Lincoln Park M.S.	Structural Glue-Laminated Construction	Timber Systems, LLC		Lapeer, MI	3		\$521,532.00		
	10	Lincoln Park M.S.	Casework	Haldeman-Homme		Minneapolis, MN	3		\$1,065,677.00		
	11	Lincoln Park M.S.	Metal Panels & Roofing	Berwald Roofing		North St Paul, MN	3		\$2,246,949.00		
	12	Lincoln Park M.S.	Joint Sealers	Sunrise Speciality Contracting		Big Lake, MN	3		\$51,800.00		
	13	Lincoln Park M.S.	HM Frames, Doors & Finish Hardware- Supply	Sell Hardware, Inc.		Duluth, MN	1	\$303,150.00			
	14	Lincoln Park M.S.	Sectional Doors	Lipe Brothers		Duluth, MN	1	\$49,500.00			
	15	Lincoln Park M.S.	Aluminum Windows	InterClad		Plymouth, MN	3		\$997,000.00		
	16	Lincoln Park M.S.	Drywall	Olympic Companies		Minnetonka, MN	3		\$596,000.00		



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Contr	17	Lincoln Park M.S.	Tile	Grazzini Bros	Eagan, MN	3			\$251,900.00		
	18	Lincoln Park M.S.	Accoustical Ceilings & Treatments	Architectural Sales of MN, Inc.	Minneapolis, MN	3			\$532,000.00		
	19	Lincoln Park M.S.	Wood Flooring	Haldeman-Homme DBA Anderson-Ladd	Minneapolis, MN	3			\$153,489.00		
	20	Lincoln Park M.S.	Carpet/Resilient Flooring	MCI, Inc.	Waite Park, MN	3			\$316,351.00		
	21	Lincoln Park M.S.	Terrazzo Flooring	Advanced Terrazzo & Tile Co	Coon Rapids, MN	3			\$240,000.00		
	22	Lincoln Park M.S.	Paint, Coatings & Wall Coverings	Fransen Decorating, Inc.	Milaca, MN	3			\$254,652.00		
	23	Lincoln Park M.S.	Visual Display Boards-Supply	W.E. Neal Slate Co	Watertown, MN	3			\$37,690.00		
	24	Lincoln Park M.S.	Misc. Specialties - Supply	Kendall Doors	Mankato, MN	3			\$107,150.00		
	25	Lincoln Park M.S.	Food Service Equipment	Hockenbergs	Minneapolis, MN	3			\$553,543.00		
	26	Lincoln Park M.S.	Metal Lockers	Olympus Lockers	Eden Prairie, MN	3			\$164,200.00		
	27	Lincoln Park M.S.	Theatrical Stage Equipment	Gopher Stage Lighting	Minneapolis, MN	3			\$276,927.00		
	28	Lincoln Park M.S.	Window Treatment	Custom Drapery & Blinds	Burnsville, MN	3			\$60,389.00		
	29	Lincoln Park M.S.	Pool Construction	Aqua Logic, Inc.	Waconia, MN	3			\$758,000.00		
	30	Lincoln Park M.S.	Elevator	Schindler Elevator	Egan, MN	3			\$72,010.00		
	31	Lincoln Park M.S.	Fire Protection	Brothers Fire Protection	Duluth, MN	1	\$324,000.00				
	32	Lincoln Park M.S.	Mechanical	Gorham Oien Mechanical	Mora, MN	2		\$5,494,500.00			
	33	Lincoln Park M.S.	Electrical	Api Electrical Co	Duluth, MN	1	\$3,284,650.00				
	34	Lincoln Park M.S.	Home Bldg Demo	Veit	Duluth, MN	1	\$42,800.00				
	<b>Totals</b>							<b>\$9,563,600.00</b>	<b>\$9,591,150.00</b>	<b>\$15,925,387.00</b>	<b>\$35,080,137.00</b>
	<b>Percentage of Total \$\$\$</b>							<b>27.26%</b>	<b>27.34%</b>	<b>45.40%</b>	<b>100.00%</b>
	1	Grant ES	Grey's Creek Infill	Ulland	Carlton, MN	1	\$54,360.00				
	2	Grant ES	Utilities Excavation	Veit	Duluth, MN	1	\$92,195.00				
	<b>Totals</b>							<b>\$146,555.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$146,555.00</b>
	<b>Percentage of Total \$\$\$</b>							<b>100.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100.00%</b>
	1	LRFP	Real Estate	F.I. Salter		Duluth, MN	1				
	1	LRFP	Subcontractors & Suppliers		Ramsund and Vigen	Duluth, MN	1				
	2	LRFP			Paul Loraas, attorney	Duluth, MN	1				
	3	LRFP			David Oberstar, attorney	Duluth, MN	1				
	4	LRFP			Edmunds Realty	Duluth, MN	1				
	5	LRFP			Prodigy Realty	Duluth, MN	1				
	6	LRFP			Edina Realty	Duluth, MN	1				
	7	LRFP			A-1 Movers	Superior, WI	1				
	8	LRFP			Wherley Movers	Duluth, MN	1				
	9	LRFP			Terry Davis Construction	Duluth, MN	1				
10	LRFP			Van Dyke Home Inspections	Duluth, MN	1					
11	LRFP			Inspection Protection	Duluth, MN	1					
12	LRFP			Leone Residential Inspec.	Duluth, MN	1					
13	LRFP			Reuben Johnson & Sons	Superior, WI	1					



**DULUTH PUBLIC SCHOOLS**  
**LRFP CONTRACTOR & SUPPLIER REPORT**



Monday, April 30, 2012

Note: Amounts listed are original awarded contract amounts only.

Note: Tier One includes Duluth/Superior and adjacent communities

Note: Tier Two includes International Falls, Mora, Grand Rapids, Hibbing & Virginia. Many contractors within Tier Two are members of the Duluth Builder's Exchange

Note: Tier Three includes Twin Cities contractors and other contractors not defined as members of the Duluth Builders Exchange.

Project	Scope of Work	Contractor/Consultant	Subcontractor/Supplier	City, State	Tier	Tier 1	Tier 2	Tier 3	Total
<b>Totals</b>						\$72,703,348.22	\$30,043,923.00	\$83,749,937.00	\$186,497,208.22
<b>Percentage of Total \$\$</b>						38.98%	16.11%	44.91%	100.00%
<b>TOTAL</b>						\$186,497,208.22			
<b>TOTAL TIER ONE CONTRACTORS</b>						172			41.75%
<b>TOTAL TIER TWO CONTRACTORS</b>						24			5.83%
<b>TOTAL TIER THREE CONTRACTORS</b>						216			52.43%
<b>TOTAL ALL CONTRACTORS</b>						412			100.00%



## FACILITIES MANAGEMENT

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*Duluth, Minnesota 55802*

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# Memorandum

**To: School Board Members**

**From: Kerry M. Leider**

**Date: May 1, 2012**

**Re: Long-range Facilities Plan Change Order Approval Information**

Pursuant to School Board Resolution #B-8-08-2565, the following Change Orders pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of April:

### **Denfeld High School**

#### **Denfeld HS LRFP – Doors/Frames/Hardware - Supply**

Change Order #9, Bid #1176, BP #3 (Contract #0810) – Sell Hardware, Inc

Change Order decrease for additional door frames and a credit for supply of mag lock, power supply and card readers

**Deduct: \$380.00**

All Change Orders for Denfeld High School as listed above reflect a total decrease of \$380.00.

### **Eastern High School (East High School)**

#### **East HS LRFP – Doors and Frames**

Change Order #10, Bid #1175, BP #4 (Contract #0810) – Sell Hardware, Inc

Change Order increase to provide astragals and automatic door bottoms

**Add: \$475.00**

#### **Eastern HS LRFP – Drywall**

Change Order #16, Bid #1175, BP #4 (Contract #0920) – RTL Construction, Inc

Change Order increase to build a soffit enclosure around piping and replace existing bowed sheetrock at the PLTW area

**Add: \$3,267.00**

**Eastern HS LRFPP – Drywall**

Change Order #17, Bid #1175, BP #4 (Contract #0920) – RTL Construction, Inc  
Change Order increase to provide interior build-out of the greenhouse

**Add: \$27,511.00**

**Eastern HS LRFPP – Painting/Wall Covering**

Change Order #11, Bid #1175, BP #4 (Contract #0990) – Steinbrecher Painting, Inc  
Change Order increase to paint soffits built to enclose piping and repaint modified bathroom doors

**Add: \$387.00**

**Eastern HS LRFPP – Casework - Supply**

Change Order #10, Bid #1175, BP #4 (Contract #1230) – Haldeman-Homme, Inc  
Change Order increase to provide interior build-out of the greenhouse and supply locks for all cabinets in the Nurse's office

**Add: \$2,240.00**

**Eastern HS LRFPP – Fire Protection**

Change Order #6, Bid #1175, BP #4 (Contract #2100) – Viking Automatic Sprinkler Company  
Change Order increase to provide a fire sprinkler system at the greenhouse per City code review

**Add: \$12,083.00**

**Eastern HS LRFPP – Plumbing and Heating Piping**

Change Order #17, Bid #1175, BP #4 (Contract #2200) – El-Jay Plumbing and Heating, Inc  
Change Order increase to relocate piping in rooms, provide a mop sink and eyewash at the PLTW area and to adjust sink traps

**Add: \$6,333.00**

**Eastern HS LRFPP – Plumbing and Heating Piping**

Change Order #18, Bid #1175, BP #4 (Contract #2200) – El-Jay Plumbing and Heating, Inc  
Change Order increase to provide casework, mechanical and electrical changes to the FACS lab and provide interior build-out of the greenhouse

**Add: \$65,586.00**

**Eastern HS LRFPP – HVAC and Sheet Metal**

Change Order #15, Bid #1175, BP #4 (Contract #2300) – McDowall Company  
Change Order increase to provide interior build-out of the greenhouse

**Add: \$4,998.00**

**Eastern HS LRFPP – Electrical**

Change Order #22, Bid #1175, BP #4 (Contract #2600) – Belknap Electric, Inc  
Change Order increase to relocate lighting, reconnect the existing baseball scoreboard to the baseball press box, and provide two data drops

**Add: \$8,927.00**

**Eastern HS LRFP – Electrical**

Change Order #23, Bid #1175, BP #4 (Contract #2600) – Belknap Electric, Inc  
Change Order increase to provide all PLTW area electrical work and provide interior build-out of the greenhouse

**Add: \$102,158.00**

**Eastern HS LRFP – Electrical**

Change Order #24, Bid #1175, BP #4 (Contract #2600) – Belknap Electric, Inc  
Change Order increase to provide strobe lights to activate with the PA system

**Add: \$3,184.00**

**Eastern HS LRFP – Earthwork**

Change Order #11, Bid #1175, BP #4 (Contract #3123) – Veit and Company, Inc  
Change Order increase to provide final sub-grading and grading below retaining wall #2

**Add: \$2,515.00**

**Eastern HS LRFP – Concrete Plaza/Retaining Wall/Curbs and Gutters/Traffic Signage**

Change Order #6, Bid #1200, BP #5 (Contract #0333) – Kelleher Construction, Inc  
Change Order increase to blanket concrete at the Stadium due to cold weather

**Add: \$4,253.00**

**Eastern HS LRFP – Traffic Signals**

Change Order #2, Bid #1208, BP #6 (Contract #3441) – Parsons Electric Company  
Change Order increase to provide push button poles at the 40<sup>th</sup> Avenue East and Superior Street intersection

**Add: \$2,400.00**

**Eastern HS LRFP – Testing and Balancing**

Change Order #1, RFP #275 (Contract #2407) – T.D. Test and Balance, Inc  
Change Order increase for a back charge to rebalance VAVs due to missing parts

**Add: \$900.00**

All Change Orders for East High School as listed above reflect a total increase of \$247,217.00

**Eastern (Ordean East) Middle School**

**Eastern MS LRFP – Structural Steel/Metal Fabrication - Supply**

Change Order #6, Bid 1165, WS #5 – Duluth Steel Fabricators, Inc  
Change Order increase to supply roof framing modifications at the 1966 addition

**Add: \$718.00**

**Eastern MS LRFP – Structural Steel/Metal Fabrication - Supply**

Change Order #7, Bid 1165, WS #5 – Duluth Steel Fabricators, Inc

Change Order increase for added steel and a back charge to recut the length and angle for lintel bracing  
246

**Add: \$542.00**

**Eastern MS LRFP – Structural Steel/Metal Fabrication - Supply**

Change Order #8, Bid 1165, WS #5 – Duluth Steel Fabricators, Inc  
Change Order increase for added material

**Add: \$1,329.00**

**Eastern MS LRFP – Structural Steel/Metal Fabrication - Supply**

Change Order #9, Bid 1165, WS #5 – Duluth Steel Fabricators, Inc  
Change Order decrease for a back charge for added anchor bolt revisions at the chiller platform

**Deduct: \$1,944.00**

**Eastern MS LRFP – Roofing and Flashing/Mechanical**

Change Order #28, Bid 1165, WS #11/29 – Thelen Heating and Roofing, Inc  
Change Order increase for duct chase revisions, to plug abandoned pipes, reroute existing waste lines, clean up the locker room ceiling, and remove and reroute three existing waste lines for AHU-5 installation

**Add: \$4,872.00**

**Eastern MS LRFP – Acoustical Ceilings**

Change Order #12, Bid 1165, WS #18 – W.A. Schaefer & Son Contracting, Inc  
Change Order increase to provide and install acoustical ceiling flex molding in remodeled areas

**Add: \$889.00**

**Eastern MS LRFP – Miscellaneous Specialties - Supply**

Change Order #6, Bid 1165, WS #23 – Kendell Doors and Hardware, Inc  
Change Order increase to change the toilet compartments from floor to ceiling mount

**Add: \$1,490.00**

**Eastern MS LRFP – Electrical**

Change Order #26, Bid 1165, WS #30 – Benson Electric Company  
Change Order increase to change the speaker strobe type

**Add: \$424.00**

All Change Orders for Eastern (Ordean East) Middle School as listed above reflect a total increase of \$8,320.00.

**Lester Park Elementary School**

**Lester Park ES LRFP – Plumbing/HVAC/Temperature Controls**

Change Order #20, Bid 1164, WS #31 – MD Mechanical, Inc.  
Change Order decrease for a back charge for replacement of a damaged AV receiver due to a leaky pipe

**Deduct: \$160.00**

**Lester Park ES LRF – Demolition, Earthwork, and Site Utilities**

Change Order #14, Bid 1164, WS #33 – Ulland Brothers, Inc.

Change Order increase to reconstruct the damaged parking lot and drive, re-establish sand cushion in the kitchen and gym, remove and replace unsuitable soils, and a change in skate stoppers

**Add: \$12,426.00**

**Lester Park ES LRF – Demolition, Earthwork, and Site Utilities**

Change Order #15, Bid 1164, WS #33 – Ulland Brothers, Inc.

Change Order increase to reconstruct phase 1 entrance off Glenwood, increase the height of the railing, install extra sidewalk near Oneida Street for a construction access road, and a credit for Glenwood Street sidewalk installed by the City

**Add: \$2,908.00**

All Change Orders for Lester Park School as listed above reflect a total increase of \$15,174.00.

**Piedmont Elementary School**

**Piedmont ES LRF – Drywall, Plaster and Stucco**

Change Order #12, Bid 1183, WS #15 – Zintl, Inc.

Change Order decrease to furnish and install additional access panels, repair drywall to access mechanical pipes and a credit for drywall touch-up allowance

**Deduct: \$3,110.00**

All Change Orders for Piedmont School as listed above reflect a total decrease of \$3,110.00.

**West (Lincoln Park) Middle School**

**West MS LRF – Acoustical Ceilings and Treatments**

Change Order #3, Bid 1184, BP #2 (WS #19) – Architectural Sales of Minnesota, Inc

Change Order decrease for acoustical value engineering changes

**Deduct: \$50,000.00**

**West MS LRF – Electrical, Communications and Security**

Change Order #6, Bid 1184, BP #2 (WS #37) – APi, Inc

Change Order increase to add circuits to the auditorium lighting and for electrical changes for the fire pump feeder

**Add: \$19,432.00**

All Change Orders for West (Lincoln Park) Middle School as listed above reflect a total decrease of \$30,568.00.

All project Change Orders listed on this report are available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.



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# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider

**Date:** April 30, 2012

**Re:** Long-range Facilities Plan Construction or Professional Service Contracts

Pursuant to School Board Resolution #B-8-09-2660 the following Professional Service contracts pertaining to the Long-range Facilities Plan were signed by Bill Hanson during the month of April:

<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Arrowhead Consulting and Testing, Inc	\$14,250.00	Pre-demolition Asbestos Air Monitoring at Laura MacArthur School

The contract listed above is available for review by School Board members upon request. If you wish to have copies of this information, please contact the Facilities Management Office.