

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 26, 2013

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
 - A. Financial Report 5
 - B. Approval of Payment of Claims
This item is attached as an "extra" on board book.
 - C. Budget Revisions 30
 - D. Wire Transfers 32
 - E. Investment Transactions 33
 - F. WADM Projections 34
 - G. Fund Raisers 35
 - H. Investments in School Children 36
2. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids
 - 1) PLACEHOLDER - for Bids Related to the LRFP
 - B. R.F.P.s
 - 1) RFP 296 - Professional Auditing Services 37
Request for Professional Auditing Services were advertised in the Duluth News Tribune and sent to sic know n qualified auditing organizations. Three responses were received. The complete 5 year proposal submitted by Wipfli, LLP in the annual amount of \$39,500.00 is being recommended for acceptance.

Recommendation: It is recommended that the School Board accept the five year proposal submitted by Wipfli, LLP in the annual amount of \$39,500.00 for the year ending June 30, 2013, with subsequent years following a fee scale as attached.
 - C. Quotes
 - 1) PLACEHOLDER - for Quotes Related to the LRFP
3. **Policies and Regulations**
 - A. Policies
 - 1) Bylaw 9095 - Order of Business for Regular Meetings 39
Attached is Bylaw 9095 - Order of Business for Regular Meetings with a proposed addition for monthly Recognition of students and staff.

Recommendation: It is recommended that the Duluth School Board approve the first reading of Bylaw 9095 - Order of Business for Regular Meetings.
 - B. Regulations

4. Contracts, Change Orders, and Leases

A. Contracts

B. Change Orders

1) Eastern Middle School (Ordean East Middle School)

40

a. Eastern MS LRFP – Concrete

Change Order #25, Bid #1165, WS #2 – Northland Concrete & Masonry, LLC

Change Order increase to saw and chip tile floor patches in the electrical room, infill interior floor slab and pour one exterior AC pad, and for extra mobilization to pour a slab on the roof deck **Add: \$2,374.00**

b. Eastern MS LRFP – Carpentry Materials and Installation

Change Order #28, Bid #1165, WS #7 – Lipe Brothers Construction, Inc

Change Order increase for corridor door and hardware installation at the 4-hour walls and miscellaneous carpentry and demo work **Add: \$14,196.00**

c. Eastern MS LRFP – Carpentry Materials and Installation

Change Order #29, Bid #1165, WS #7 – Lipe Brothers Construction, Inc

Change Order increase for additional backing at the locker bays, installation of locker room benches, furring in the practice room, kitchen demo, ceiling and door repairs and miscellaneous carpentry and demo **Add: \$6,392.00**

d. Eastern MS LRFP – Drywall and Plaster

Change Order #23, Bid #1165, WS #16 – RTL Construction, Inc
Change Order increase for an additional furring wall at room 3410, additional soffit in room 4440, and for additional drywall at various locations **Add: \$8,083.00**

e. Eastern MS LRFP – Acoustical Ceilings

Change Order #20, Bid #1165, WS #18 – W.A. Schaefer & Son Contracting, Inc

Change Order increase for additional acoustical due to ductwork revisions, to run wall angle up the break metal, and a credit for Trim Tex on the tectum clouds in the pool area **Add: \$12,884.00**

Recommendation: It is recommended the School Board approve the change order as listed above at Eastern Middle School reflecting a total increase of \$43,929.00

2) Myers-Wilkins Elementary School

50

a. Myers-Wilkins ES LRFP – Steel Supply

Change Order #3, Bid #1215, BP #1 (Contract #0512) – D&M Iron Works, Inc

Change Order increase to supply steel channel and angle for the new duct opening **Add: \$489.00**

b. Myers-Wilkins ES LRFP – Food Service Equipment

Change Order #1, Bid #1228 (Contract #1141) – Hockenberg’s Service Equipment & Supply

Change Order increase to provide the Combi-Ovens add alternate **Add: \$71,136.00**

Recommendation: It is recommended the School Board approve the change orders as listed above at Myers-Wilkins Elementary School reflecting a total increase of \$71,625.00.

3) Congdon Park Elementary School 54

a. Congdon Park ES LRFP – Food Service Equipment

Change Order #1, Bid #1228, WS #27 – Hockenberg’s Service Equipment & Supply

Change Order increase to provide the Combi-Ovens add alternate **Add: \$71,136.00**

Recommendation: It is recommended the School Board approve the change order as listed above at Congdon Park Elementary School reflecting a total increase of \$71,136.00.

4) PLACEHOLDER - for Change Orders Related to the LRFP

C. Leases

5. Resolutions

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

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

C. PLACEHOLDER – Resolutions for Schematic Designs and Working Drawings related to the LRFP

6. Informational - These items are provided for informational purposes only an no action is required.

A. Expenditure Contracts 56

Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of January 2013

B. Revenue Contracts - None

C. Other Contracts - None

D. Facilities Management & Capital Project Status Report 91

Kerry Leider will be present to answer questions regarding the attached report.

E. Johnson Controls, Inc. Long-Range Facilities Plan Status Report 104

Kerry Leider will be present to answer questions regarding the attached report.

F. <u>Change Orders Pertaining to the Long-range Facilities Plan</u>	<u>105</u>
Kerry Leider will be present to answer questions regarding the attached report.	
G. <u>Contracts Pertaining to the Long-range Facilities Plan</u>	<u>110</u>
Kerry Leider will be present to answer questions regarding the attached report.	
H. <u>Easement Agreement with City of Duluth for Pedestrian and Utility Purposes at MWES</u>	<u>111</u>
7. <u>Future Items</u>	
A. Review of Memorial Parks Master Plan	
B. Actuarial Review Presentation (March)	

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

		Fund										
		Total	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Cash and investments	11/30/2012	\$ 69,135,906	\$ 35,419,461	\$ 803,502	\$ (3,401,345)	\$ 138,617	\$ (7,755,426)	\$ 31,695,152	\$ 9,395,118	\$ 1,673,702	\$ 44,782	\$ 1,122,343
Receivables (increase)/decrease -		987,825	978,258	7,399	805	1,591	425	-	-	-	(653)	-
Payables increase/(decrease) -		91,449	(54,485)	19,684	48,476	60,348	15,671	1,756	-	-	-	-
Revenues increase/(decrease) -		21,542,357	12,263,275	317,019	648,898	787,070	3,705,748	545,734	3,205,712	331	68,569	-
Expenditures (increase)/decrease -		(19,491,058)	(10,411,666)	(313,206)	(659,442)	(509,678)	(3,125,640)	(4,412,741)	(1,500)	-	(57,184)	-
Cash and investments	12/31/2012	\$ 72,266,478	\$ 38,194,843	\$ 834,398	\$ (3,362,608)	\$ 477,947	\$ (7,159,222)	\$ 27,829,901	\$ 12,599,329	\$ 1,674,033	\$ 55,513	\$ 1,122,343

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$22,400	\$22,407
Interest	542	-	542	N/A	(222)	-	(222)	N/A	225	225
Tuition, Fees, Admissions	214	354	(140)	(39.5)	2,199	899	1,300	144.6	3,379	3,556
Other Local Revenues	88	418	(330)	(78.9)	837	2,474	(1,637)	(66.2)	2,040	2,557
State Sources	11,332	89	11,243	12,632.9	55,287	37,885	17,402	45.9	80,557	80,621
Federal Aids from MDE	2,066	(1,735)	3,801	219.1	2,870	1,962	908	46.3	7,920	9,414
Federal Direct Aids	522	(351)	873	248.6	1,093	743	350	47.1	3,154	3,154
Local Sales	108	227	(119)	(52.4)	541	423	118	27.9	6,321	6,326
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	14,872	(998)	15,870	1,590.2	62,605	44,386	18,219	41.0	125,994	128,260
<u>Expenditures</u>										
Salaries	4,750	4,978	228	4.6	21,249	17,159	(4,090)	(23.8)	54,966	56,525
Benefits	2,003	2,188	185	8.4	9,459	8,124	(1,335)	(16.4)	26,995	27,375
Purchased Services	1,246	871	(375)	(43.1)	4,633	3,550	(1,083)	(30.5)	12,098	12,769
Supplies & Materials	329	390	61	15.8	1,492	1,241	(251)	(20.2)	4,770	4,736
Chargebacks	0	1	1	94.8	0	0	(0)	N/A	315	276
Capital Expenditures	4,471	5,269	798	15.2	14,826	18,594	3,768	20.3	40,505	40,952
Debt Service	2	4	3	62.5	5,155	5,525	370	6.7	20,995	20,995
Other	32	19	(13)	(68.0)	406	371	(35)	(9.5)	1,061	1,568
Total Expenditures	12,832	13,720	888	6.5	57,220	54,564	(2,656)	(4.9)	161,704	165,196
Transfers In (Out)	(0)	0	0	N/A	(0)	0	0	N/A	0	0
Operating Excess (Deficit)	2,040	(\$14,718)	16,758	113.9	5,385	(\$10,178)	15,563	152.9	(\$35,710)	(\$36,936)

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

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

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	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$7,846	\$7,846
Interest	27	0	27	N/A	2	0	2	N/A	50	50
Tuition, Fees, Admissions	113	274	(161)	(58.7)	1,555	492	1,063	216.0	1,365	1,371
Other Local Revenues	86	196	(110)	(56.3)	660	592	68	11.5	511	697
State Sources	10,166	(57)	10,223	17,934.6	49,221	33,426	15,795	47.3	69,647	69,724
Federal Aids from MDE	1,872	(1,881)	3,753	199.5	1,864	978	886	90.6	5,884	7,076
Federal Direct Aids	0	(3)	3	100.0	0	(3)	3	100.0	135	135
Local Sales	0	0	0	N/A	0	14	(14)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	12,263	(1,471)	13,734	933.7	53,301	35,499	17,802	50.1	85,438	86,898
<u>Expenditures</u>										
Salaries	4,201	4,297	96	2.2	18,473	14,608	(3,865)	(26.5)	48,445	49,658
Benefits	1,763	1,720	(43)	(2.5)	8,306	6,908	(1,398)	(20.2)	23,090	23,462
Purchased Services	640	600	(40)	(6.6)	2,609	1,953	(656)	(33.6)	6,331	6,649
Supplies & Materials	96	114	18	16.1	543	536	(7)	(1.2)	1,632	1,621
Chargebacks	0	(1)	(1)	(100.0)	(1)	(3)	(2)	(51.9)	(1)	(55)
Capital Expenditures	103	68	(35)	(51.9)	353	237	(116)	(49.1)	365	663
Debt Service	0	0	0	N/A	(88)	97	185	190.5	125	125
Other	19	16	(3)	(20.1)	354	337	(17)	(5.2)	879	1,261
Total Expenditures	6,822	6,814	(8)	(0.1)	30,549	24,673	(5,876)	(23.8)	80,866	83,384
Transfers In (Out)	(3,590)	0	0	N/A	(3,590)	0	0	N/A	(3,589)	(3,589)
Operating Excess (Deficit)	\$1,851	(\$8,285)	10,136	122.3	\$19,162	\$10,826	\$8,336	77.0	\$983	(\$76)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$7,232	\$7,232
Interest	27	0	27	N/A	2	0	2	N/A	50	50
Tuition, Fees, Admissions	4	233	(229)	(98.1)	1,369	405	964	237.9	887	887
Other Local Revenues	54	22	32	145.5	294	110	184	167.2	171	179
State Sources	9,897	67	9,830	14,671.4	48,057	32,586	15,471	47.5	64,569	64,569
Federal Aids from MDE	0	(427)	427	100.0	0	14	(14)	(100.0)	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	14	(14)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	9,982	(105)	10,087	9,606.4	49,721	33,129	16,592	50.1	72,909	72,917
<u>Expenditures</u>										
Salaries	3,577	3,704	127	3.4	15,657	12,503	(3,154)	(25.2)	41,473	41,575
Benefits	1,490	1,452	(38)	(2.6)	7,089	5,974	(1,115)	(18.7)	19,885	19,869
Purchased Services	592	547	(45)	(8.3)	2,358	1,710	(648)	(37.9)	5,532	5,789
Supplies & Materials	70	87	17	19.6	444	400	(44)	(11.1)	1,133	1,156
Chargebacks	0	(1)	(1)	(100.0)	(2)	(3)	(1)	(40.2)	(259)	(315)
Capital Expenditures	35	49	14	28.3	249	103	(146)	(141.8)	214	349
Debt Service	0	0	0	N/A	(88)	97	185	190.5	125	125
Other	9	(6)	(15)	(242.8)	311	241	(70)	(29.2)	234	340
Total Expenditures	5,773	5,832	59	1.0	26,018	21,025	(4,993)	(23.7)	68,337	68,887
Transfers In (Out)	(3,590)	0	0	N/A	(3,590)	0	0	N/A	(3,589)	(3,589)
Operating Excess (Deficit)	\$619	(\$5,937)	6,556	110.4	\$20,113	\$12,104	\$8,009	66.2	\$983	\$440

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$614	\$614
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	109	41	68	165.2	186	87	99	113.8	478	484
Other Local Revenues	32	174	(142)	(81.8)	366	482	(116)	(24.1)	340	518
State Sources	269	(124)	393	316.8	1,164	840	324	38.6	5,077	5,154
Federal Aids from MDE	1,872	(1,454)	3,326	228.8	1,864	964	900	93.4	5,884	7,076
Federal Direct Aids	0	(3)	3	100.0	0	(3)	3	100.0	135	135
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
Total Revenues	2,282	(1,366)	3,648	267.0	3,580	2,370	1,210	51.1	12,529	13,982
<u>Expenditures</u>										
Salaries	624	593	(31)	(5.3)	2,817	2,105	(712)	(33.8)	6,972	8,083
Benefits	273	268	(5)	(2.0)	1,217	934	(283)	(30.3)	3,205	3,593
Purchased Services	47	53	6	10.8	251	243	(8)	(3.3)	799	860
Supplies & Materials	26	27	1	4.9	98	136	38	27.8	499	465
Chargebacks	0	0	0	N/A	0	0	(0)	N/A	258	259
Capital Expenditures	68	19	(49)	(258.5)	104	134	30	22.1	150	314
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	11	22	11	51.6	43	96	53	55.1	645	922
Total Expenditures	1,050	982	(68)	(6.9)	4,531	3,648	(883)	(24.2)	12,529	14,497
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$1,232	(2,348)	3,580	152.5	(\$951)	(\$1,278)	\$327	25.6	\$0	(\$516)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - T O - D A T E				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ 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	1	0	1	N/A	3	12	(9)	(73.8)	17	17
State Sources	18	19	(1)	(5.7)	55	33	22	66.4	165	165
Federal Aids from MDE	190	220	(30)	(13.5)	714	507	207	40.8	2,021	2,021
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	108	120	(12)	(9.9)	383	278	105	37.9	1,130	1,130
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	317	359	(42)	(11.7)	1,155	830	325	39.2	3,332	3,332
<u>Expenditures</u>										
Salaries	94	81	(13)	(15.6)	387	267	(120)	(45.1)	968	968
Benefits	35	34	(1)	(2.3)	143	111	(32)	(29.2)	403	403
Purchased Services	7	4	(3)	(64.1)	30	16	(14)	(86.0)	105	95
Supplies & Materials	178	204	26	12.6	648	442	(206)	(46.7)	1,705	1,712
Chargebacks	0	1	1	100.0	1	1	0	38.9	131	131
Capital Expenditures	0	0	0	N/A	41	0	(41)	N/A	7	46
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	(1)	(1)	(100.0)	15	0	(15)	N/A	14	16
Total Expenditures	313	323	10	3.0	1,266	837	(429)	(51.2)	3,332	3,371
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$4	\$36	(\$32)	(89.4)	(\$111)	(\$7)	(\$104)	(1,483.2)	(\$0)	(\$39)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ 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	24	(8)	32	404.5	20	20
State Sources	649	2	647	32,344.9	2,588	1,635	953	58.3	5,125	5,125
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
Total Revenues	649	2	647	32,344.9	2,612	1,627	985	60.5	5,145	5,145
<u>Expenditures</u>										
Salaries	104	103	(1)	(0.5)	454	358	(96)	(26.8)	1,185	1,185
Benefits	70	68	(2)	(3.2)	283	215	(68)	(31.6)	696	696
Purchased Services	452	209	(243)	(116.1)	1,415	965	(450)	(46.7)	3,709	3,713
Supplies & Materials	34	28	(6)	(22.0)	133	88	(45)	(50.8)	317	317
Chargebacks	0	0	0	N/A	0	0	(0)	N/A	1	1
Capital Expenditures	0	0	0	N/A	6	0	(6)	N/A	220	216
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
Total Expenditures	659	408	(251)	(61.6)	2,291	1,626	(665)	(40.9)	6,128	6,128
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$11)	(\$406)	\$395	97.4	\$321	\$1	\$320	32,040.6	(\$983)	(\$983)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$905	\$912
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	101	80	21	26.3	644	407	237	58.2	1,032	1,203
Other Local Revenues	1	221	(220)	(99.6)	94	469	(375)	(80.0)	21	253
State Sources	160	(19)	179	943.8	1,150	881	269	30.5	2,017	2,004
Federal Aids from MDE	3	(91)	94	103.6	293	460	(167)	(36.4)	15	310
Federal Direct Aids	522	(348)	870	249.9	522	164	358	218.0	1,876	1,876
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
Total Revenues	787	(157)	944	601.3	2,702	2,381	321	13.5	5,865	6,558
<u>Expenditures</u>										
Salaries	289	430	141	32.7	1,555	1,586	31	2.0	3,481	3,827
Benefits	108	138	30	21.6	567	540	(27)	(5.0)	1,467	1,474
Purchased Services	91	46	(45)	(96.9)	197	154	(43)	(28.1)	320	604
Supplies & Materials	19	41	22	54.4	124	131	7	5.2	253	271
Chargebacks	0	1	1	94.8	1	2	1	55.8	184	200
Capital Expenditures	0	0	(0)	N/A	0	0	(0)	N/A	8	12
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	1	(2)	(152.2)	25	9	(16)	(174.9)	123	155
Total Expenditures	510	657	147	22.4	2,469	2,422	(47)	(1.9)	5,837	6,543
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	\$277	(\$814)	\$1,091	134.1	\$233	(\$41)	\$274	668.1	\$28	\$15

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$1,463	\$1,463
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	1	1	0	8.7	56	163	(107)	(65.6)	151	251
State Sources	115	0	115	N/A	479	337	142	42.2	648	648
Federal Aids from MDE	0	17	(17)	(100.0)	0	17	(17)	(100.0)	0	7
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	107	(107)	(100.0)	158	107	51	47.5	4,774	4,779
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	116	125	(9)	(7.0)	693	624	69	11.1	7,037	7,149
<u>Expenditures</u>										
Salaries	55	59	4	6.4	356	304	(52)	(17.1)	805	805
Benefits	24	25	1	4.0	153	134	(19)	(14.3)	317	317
Purchased Services	24	10	(14)	(140.9)	308	430	122	28.3	345	421
Supplies & Materials	1	2	1	31.5	17	13	(4)	(28.3)	300	252
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	9	217	208	95.9	1,031	1,128	97	8.6	3,280	3,415
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	67
Total Expenditures	114	313	199	63.7	1,865	2,009	144	7.2	5,047	5,276
Transfers In (Out)	577	0	0	N/A	577	0	0	N/A	(1,311)	(1,311)
Operating Excess (Deficit)	\$580	(\$188)	\$768	408.6	(\$594)	(\$1,385)	\$791	57.1	\$680	\$563

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$409	\$409
Interest	515	0	515	N/A	(212)	0	(212)	N/A	158	158
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	1,250	(1,250)	(100.0)	0	0
State Sources	31	0	31	N/A	199	151	48	31.6	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	0	24	(24)	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	546	0	546	N/A	(13)	1,425	(1,438)	(100.9)	735	735
<u>Expenditures</u>										
Salaries	7	8	1	8.9	24	36	12	34.3	83	83
Benefits	3	3	(0)	(3.0)	7	16	9	56.7	37	37
Purchased Services	34	2	(32)	(1,593.0)	74	32	(42)	(130.0)	146	146
Supplies & Materials	0	1	1	55.6	27	31	4	11.8	55	55
Chargebacks	0	0	0	N/A	0	0	(0)	N/A	0	0
Capital Expenditures	4,358	4,984	626	12.6	13,394	17,229	3,835	22.3	36,625	36,600
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	10	3	(7)	(237.3)	12	25	13	53.5	6	30
Total Expenditures	4,413	5,001	588	11.8	13,538	17,369	3,831	22.1	36,952	36,952
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$3,867)	(\$5,001)	\$1,134	22.7	(\$13,551)	(\$15,944)	\$2,393	15.0	(\$36,217)	(\$36,217)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$11,777	\$11,777
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	0	(5)	5	100.0	0	0
State Sources	194	144	50	34.5	1,596	1,422	174	12.2	2,787	2,787
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	571	582	(11)	(1.8)	1,143	1,143
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
Total Revenues	194	144	50	34.5	2,167	1,999	168	8.4	15,707	15,707
<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	2	4	3	62.5	5,243	5,428	185	3.4	20,870	20,870
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	2	4	3	62.5	5,243	5,428	185	3.4	20,870	20,870
Transfers In (Out)	3,012	0	0	N/A	3,012	0	0	N/A	4,900	4,900
Operating Excess (Deficit)	\$3,204	\$140	\$3,064	2,188.7	(\$63)	(\$3,429)	\$3,366	98.2	(\$263)	(\$263)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ 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	(12)	0	(12)	N/A	13	13
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	1	(1)	(100.0)	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
Total Revenues	0	0	0	N/A	(12)	1	(13)	(1,339.7)	313	313
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	200	200	100.0	0	200	200	100.0	250	250
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
Total Expenditures	0	200	200	100.0	0	200	200	100.0	250	250
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	(\$200)	\$200	100.2	(\$12)	(\$199)	\$187	93.7	\$62	\$63

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ 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	69	0	69	N/A	429	0	429	N/A	790	790
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
Total Revenues	69	0	69	N/A	429	0	429	N/A	790	790
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	53	0	(53)	N/A	255	0	(255)	N/A	735	735
Purchased Services	4	0	(4)	N/A	27	0	(27)	N/A	55	55
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
Total Expenditures	57	0	(57)	N/A	282	0	(282)	N/A	790	790
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$11	\$0	\$11	N/A	\$148	\$0	\$148	N/A	\$0	\$0

DULUTH PUBLIC SCHOOLS - ISD 709
December 12
Student Activities

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

PAGE 14

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2013	FY2012	\$ Variance	% Variance	FY2013	FY2012	\$ 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	4	4
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	981	981
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	230	230
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	417	417
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	0	0	0	N/A	1,632	1,632
<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	1,086	1,086
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	507	507
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	39	39
Total Expenditures	0	0	0	N/A	0	0	0	N/A	1,632	1,632
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	(\$0)	(\$0)

December 12
ALL FUNDS

BALANCE SHEET

ASSETS	12/31/12	06/30/12	12/31/11
Cash / Investments	\$72,266	\$71,942	\$103,473
Taxes & Credits Receivable	3,535	16,155	4,777
Accounts / Interest Receivable	247	1,733	2,936
Due from Other Funds	228	228	75
Due from Other MN Districts	925	995	0
Due From MDE	27,317	27,568	22,747
Due From Federal thru MDE	35	1,743	35
Due From Federal - Direct	0	499	0
Due from Other Governments	0	94	0
Inventory	1,562	1,573	215
Prepays	59	82	80
Total Assets	\$106,173	\$122,611	\$134,338

LIABILITIES	12/31/12	06/30/12	12/31/11
Tax and Aid Anticipation Payable	\$ 23,000	\$ 22,610	\$ 31,060
Accrued Interest Payable	0	0	0
Salaries Payable	(17)	13,157	1,015
Accounts Payable	124	8,662	497
Due to Other Funds	228	228	75
Due to Other MN Districts	8	83	24
Due to Other Governments	0	0	296
Claims Payable	170	179	351
Deferred Revenue	2,611	3,176	11
Taxes Levied for Subsequent Yr.	19,985	19,985	18,890
Property tax shift	(865)	(865)	820
Total Liabilities	\$45,245	\$67,216	\$53,039

FUND BALANCES	12/31/12	06/30/12	12/31/11
Reserved for:			
Severance	\$0	\$0	\$0
Nonspendable Inventory	222	222	212
Nonspendable Prepays	81	82	72
Staff Development	236	236	302
Reemployment comp	0	0	0
Basic skills	305	305	329
Learning development	0	0	0
Desegregation	211	211	293
Gifted and Talented	0	0	23
Pupil Transportation Safety	0	0	0
ECFE	191	191	160
Community Education	281	281	159
Community Services	27	27	0
Operating Capital	0	0	0
Facilities	27,888	27,888	60,433
Alternative facilities	13,561	13,561	20,554
Restricted Programs	0	0	0
Bond Refunding	0	0	0
Endowment	1,902	1,914	1,676
Encumbrances	0	0	0
Severance-Insurance Prem	0	0	4,081
Area Learning Center	0	0	0
Designated for:			
Textbooks	273	273	0
Carryovers	328	328	680
Operating Capital	95	0	0
Referendum	0	0	0
Undesignated	15,325	9,877	(7,675)

Total Fund Balance \$60,927 \$55,395 \$81,299

Liabilities & Fund Balance \$106,173 \$122,611 \$134,338

December 12
General Fund

BALANCE SHEET

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	\$38,195	\$18,034	\$37,497	Reserved for:			
Taxes & Credits Receivable	(5,050)	7,571	(4,735)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	(361)	27	102	Nonspendable Inventory	131	131	129
Due from Other Funds	0	0	75	Nonspendable Prepays	78	78	72
Due from Other MN Districts	901	970	0	Staff Development	236	236	302
Due From MDE	23,611	23,661	21,393	Reemployment comp	0	0	0
Due From Federal thru MDE	0	1,663	0	Basic skills	305	305	329
Due From Federal - Direct	0	85	0	Learning development	0	0	0
Due from Other Governments	0	26	0	Desegregation	211	211	293
Inventory	173	131	188	Gifted and Talented	0	0	23
Prepays	59	78	80	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$57,527</u>	<u>\$52,245</u>	<u>\$54,600</u>	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	0	0	4,081
				Encumbrances	0	0	0
				Area Learning Center	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Carryovers	307	307	375
				Operating Capital	0	0	0
				Referendum	0	0	0
				Undesignated	28,209	9,047	11,278
				Total Fund Balance	<u>\$29,477</u>	<u>\$10,314</u>	<u>\$16,882</u>
				Liabilities & Fund Balance	<u>\$57,527</u>	<u>\$52,245</u>	<u>\$54,600</u>

December 12
Transportation Fund

BALANCE SHEET

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	(\$3,363)	(\$3,483)	(\$1,385)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	145	3	3	Nonspendable Inventory	2	2	0
Due from Other Funds	0	0	0	Nonspendable Prepays	0	0	0
Due from Other MN Districts	24	24	0	Staff Development	0	0	0
Due From MDE	2,166	2,166	74	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	(8)	2	(10)	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	(\$1,035)	(\$1,288)	(\$1,318)	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
				Endowment	0	0	0
				Encumbrances	0	0	0
				Designated for:			
				Textbooks	0	0	0
				Operating Capital	0	0	0
				Undesignated	(1,219)	(1,541)	(1,625)
				Total Fund Balance	(\$1,218)	(\$1,539)	(\$1,625)
				Liabilities & Fund Balance	(\$1,035)	(\$1,288)	(\$1,318)

December 12

BALANCE SHEET

Community Service Fund

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	\$478	\$212	(\$61)	Reserved for:			
Taxes & Credits Receivable	629	629	642	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	46	9	3	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	2	2	0
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	514	705	425	Reemployment comp	0	0	0
Due From Federal thru MDE	0	46	0	Basic skills	0	0	0
Due From Federal - Direct	0	414	0	Learning development	0	0	0
Due from Other Governments	0	5	0	Desegregation	0	0	0
Inventory	(3)	0	(2)	Gifted and Talented	0	0	0
Prepays	0	2	0	Pupil Transportation Safety	0	0	0
				ECFE	191	191	160
Total Assets	\$1,665	\$2,022	\$1,007	Community Education	281	281	159
				Community Services	27	27	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	259	563	324	Restricted Programs	0	0	0
Accounts Payable	0	75	22	Escrow Account	0	0	0
Due to Other Funds	57	57	75	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	60	271	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	569	569	628	Undesignated	233	0	(398)
Property tax shift	(14)	(14)	37				
Total Liabilities	\$931	\$1,521	\$1,086	Total Fund Balance	\$734	\$501	(\$79)
				Liabilities & Fund Balance	\$1,665	\$2,022	\$1,007

December 12

BALANCE SHEET

Capital Expenditures

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	(\$7,159)	(\$6,355)	(\$7,416)	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	360	60	6	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	11	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	63	0	Desegregation	0	0	0
Inventory	1,351	1,351	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>(\$5,448)</u>	<u>(\$4,870)</u>	<u>(\$7,410)</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	86	43	83	Restricted Programs	0	0	0
Accounts Payable	0	27	9	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	273	273	0
Deferred Revenue	1,351	1,351	0	School Carryover	21	21	305
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	95	0	0
Property tax shift	0	0	0	Undesignated	(7,275)	(6,586)	(7,807)
Total Liabilities	<u>\$1,437</u>	<u>\$1,421</u>	<u>\$92</u>	Total Fund Balance	<u>(\$6,885)</u>	<u>(\$6,291)</u>	<u>(\$7,502)</u>
				Liabilities & Fund Balance	<u>(\$5,448)</u>	<u>(\$4,870)</u>	<u>(\$7,410)</u>

December 12

BALANCE SHEET

Building Construction Fund

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	\$27,830	\$47,075	\$56,933	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	12	1,617	2,796	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	60	60	50	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>\$27,902</u>	<u>\$48,752</u>	<u>\$59,779</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	27,888	27,888	60,433
Accrued Interest Payable	0	0	0	Alternative facilities	13,561	13,561	20,554
Salaries Payable	3	11	14	Restricted Programs	0	0	0
Accounts Payable	0	7,292	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				
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	(13,551)	0	(21,222)
Property tax shift	0	0	0				
Total Liabilities	<u>\$3</u>	<u>\$7,303</u>	<u>\$14</u>	Total Fund Balance	<u>\$27,898</u>	<u>\$41,449</u>	<u>\$59,765</u>
				Liabilities & Fund Balance	<u>\$27,902</u>	<u>\$48,752</u>	<u>\$59,779</u>

December 12

BALANCE SHEET

Debt Service Fund

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	\$12,599	\$12,661	\$14,290	Reserved for:			
Taxes & Credits Receivable	7,955	7,955	8,870	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	1	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	965	965	805	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>\$21,520</u>	<u>\$21,583</u>	<u>\$23,965</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	Bond Refundings	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	602	602	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	13,955	13,955	13,317	Undesignated	6,962	7,026	10,235
Property tax shift	0	0	413				
Total Liabilities	<u>\$14,557</u>	<u>\$14,557</u>	<u>\$13,730</u>	Total Fund Balance	<u>\$6,962</u>	<u>\$7,026</u>	<u>\$10,235</u>
				Liabilities & Fund Balance	<u>\$21,520</u>	<u>\$21,583</u>	<u>\$23,965</u>

December 12

BALANCE SHEET

Dental Internal Service Fund

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	\$56	\$69	\$15	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	2	1	2	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	Reemployment comp	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	\$57	\$70	\$17	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	4	74	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	90	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	53	(94)	17
Property tax shift	0	0	0				
Total Liabilities	\$4	\$164	\$0	Total Fund Balance	\$53	(\$94)	\$17
				Liabilities & Fund Balance	\$57	\$70	\$17

December 12
Student Activities

BALANCE SHEET

ASSETS	12/31/12	06/30/12	12/31/11	FUND BALANCES	12/31/12	06/30/12	12/31/11
Cash / Investments	\$1,122	\$1,122	\$1,150	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
Total Assets	\$1,122	\$1,122	\$1,150	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	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	1,122	1,122	1,150
Property tax shift	0	0	0				
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,122	\$1,122	\$1,150
				Liabilities & Fund Balance	\$1,122	\$1,122	\$1,150

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 12/31/2012

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/07/2012	V106466	CITISTREET FOR MSRS	20,147.34
12/07/2012	V79764	DULUTH FEDERATION OF TEA	23,257.43
12/07/2012	V107231	DULUTH TEACHERS CREDIT	11,637.60
12/07/2012	V79711	DULUTH TEACHERS RETIRE	218,105.35
12/07/2012	V106637	EBC - FLEX EFT	13,912.24
12/07/2012	V106635	EBC - HRA EFT	120,123.95
12/07/2012	V106636	EBC - TSA EFT	84,648.79
12/07/2012	V79771	EDUCATION MN CLERICAL	1,253.99
12/07/2012	V102915	FEDERAL 941 PR TAXES	521,486.38
12/07/2012	V05173	MN CHILD SUPPORT EFT	1,245.00
12/07/2012	V102916	MN STATE PR TAXES	94,503.47
12/07/2012	V79708	PUBLIC EMPLOYEES RETIREMENT	86,175.03
12/07/2012	V79704	U S BANK - PY DIRECT DEPOSIT	1,500,186.34
12/21/2012	V106466	CITISTREET FOR MSRS	38,903.87
12/21/2012	V79764	DULUTH FEDERATION OF TEA	23,328.04
12/21/2012	V107231	DULUTH TEACHERS CREDIT	11,587.60
12/21/2012	V79711	DULUTH TEACHERS RETIRE	220,006.49
12/21/2012	V106637	EBC - FLEX EFT	12,682.82
12/21/2012	V106636	EBC - TSA EFT	83,776.13
12/21/2012	V79771	EDUCATION MN CLERICAL	1,253.99
12/21/2012	V102915	FEDERAL 941 PR TAXES	527,389.60
12/21/2012	V108066	MG TRUST	118,527.47
12/21/2012	V05173	MN CHILD SUPPORT EFT	1,266.54
12/21/2012	V102916	MN STATE PR TAXES	96,078.81
12/21/2012	V79708	PUBLIC EMPLOYEES RETIREMENT	86,930.38
12/21/2012	V79704	U S BANK - PY DIRECT DEPOSIT	1,540,054.13
12/27/2012	V06645	MEDICA HEALTH PLAN (EFT)	177,179.26
12/27/2012	V106638	PEIP - HLTH EFT	1,123,004.20
12/27/2012	V80030	DELTA DENTAL PLAN OF MN(EFT)	57,184.47
12/27/2012	V104923	HARRIS BANK	17,815.65
			6,833,652.36

**ISD 709 – Duluth Public Schools
Investment Activity for FY 2013
As of December 31, 2012**

Beginning Investment Balance (November 30, 2012): **\$ 11,819,665.28**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/11	FHLMC	MBS	08/15/25	2.97%	254,125.00
12/18	FNMA	MBS	07/24/19	1.49%	503,360.00
12/19	FNMA	MBS	04/26/27	3.41%	1,515,210.00
12/31	Amboy Bank (NJ)	MBS	06/21/13	0.45%	240,000.00
12/31	Sovereign Bank (DE)	MBS	06/13/13	0.40%	245,000.00
12/31	EnerBank USA (UT)	MBS	07/16/13	0.40%	245,000.00
12/31	Cardinal Bank (VA)	MBS	06/28/13	0.35%	249,000.00

Total Purchases \$ 3,251,695.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/28	FNMA	MBS	12/28/26	4.76%	1,006,200.00
12/28	Parkway Bank & Trust (IL)	MBS	12/28/12	4.65%	97,000.00
12/31	HSBC Bank USA (VA)	MBS	12/30/16	4.00%	98,000.00

Total Maturities \$ 1,201,200.00

Other items:

Add:	Money Market Funds Interest	\$	94.61
	Market Value Adjustment		0.00
	Other Interest		0.00
Deduct:	Transaction Fees/Other		0.00
	Beginning Value Adjustment		0.00

Total Other \$ 94.61

Ending Investment Balance (December 31, 2012) **\$ 13,870,254.89**

Note: Ending Investment Balance as of December 31, 2011 was \$ 2,886,711.42

Duluth Public Schools-ISD 709
WADM Projection Report - FY 2013
February 2013

Grade Levels	February Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	EOY 11-12
KG	622.00	1.00079938	622.4972	0.612	380.97	382.98
HK	76.00	0.967253373	73.51	1.000	73.51	78.01
Gr 1-3	2004.00	0.992694252	1989.36	1.115	2218.14	2216.07
Gr 4-6	1843.00	0.979609762	1805.42	1.060	1913.75	1899.75
Gr 7-8	1114.88	0.969749497	1081.15	1.300	1405.50	1468.93
Gr 9-12	2981.32	0.958268463	2856.90	1.300	3713.98	3803.52
Sub-Total	8641.20				9705.84	9849.27

Other WADM

Early Childhood	February Enrollment	Progression to ADM	Projected ADM	PUW	Projected WADM	EOY 11-12
	203	0.365852932	74.27	1.250	92.84	118.50
	Final Count	Feb 1 Count	Final ADM			
06-07	302	211	77.7			
07-08	413	263	91.4			
08-09	471	294	100.42			
09-10	466	264	97.32			
10-11	474	254	100.12			
11-12	432	265	94.8			
12-13		203	92.84			

Resident Tuition**

Resident Tuition Details	Total WADM	
		51.73
06-07	52.83	
07-08	61.11	
08-09	47.23	
09-10	54.90	
10-11	46.14	
11-12	54.15	
12-13*	51.73	

ALC

ALC Details	Total WADM	
		249.23
06-07	174.32	
07-08	192.99	
08-09	136.2	
09-10	205.88	
10-11	256.02	
11-12	285.78	
12-13*	249.23	

Projected Total WADM		9798.67	9967.77
Budgeted WADM		9866.00	
Net		-67.33	

* Projected

**Included in Grade Level Projections

DONATIONS/INVESTMENTS IN SCHOOL CHILDREN

SCHOOL	FIRST NAME	LAST NAME/ORG.	RESTRICTION	AMOUNT
Denfeld High	Michelle	VanDell	Art Dept	30.00
Denfeld High	Ann	Wasson	Music Dept	50.00
Denfeld High	Andrew and Pamela	Virkus	Art Dept	20.00
Denfeld High	Michael and Kimberly	Dosan	Art Dept	25.00
Denfeld High	Gerald	Holmquist	Art Dept	15.00
Denfeld High	Michael	Lien	Boys Basketball	1,000.00
Denfeld High	Dorsey Whitney	Trust	Nordic Ski	2,000.00
Lakewood	Carmen	Arnold	None	100.00
Lakewood		Wells Fargo Community Support	None	70.00
Lakewood		Wells Fargo Foundation	None	70.00
Homecroft	Sue	Lehna	None	100.00
Homecroft	Carolyn	Roberts	None	40.00
Homecroft	Lisa	Holte	Mlynarczyk's Classroom	100.00
Lester Park		Lester Park PTA	Douglas Wood Assembly	1,000.00
			TOTAL	4,620.00

MEMORANDUM

To: Bill Hanson, CFO/Executive Director of Business Services
From: Tony Kelekovich, ^{TK}Supervisor of Purchasing
Subject: RFP-296 Professional Auditing Services
Date: February 5, 2013

Requests for Professional Auditing Services were advertised in the Duluth News Tribune on January 15 and January 22, 2013 and sent to six (6) known qualified auditing organizations capable of providing auditing services to the district, effective June 30, 2013. The awarded firm would also have the option of annual renewal by mutual agreement for the subsequent fiscal years through June 30, 2017.

Three (3) responses were received including one (1) complete proposal submitted by Wipfli, LLP, and two (2) written declinations from Deloitte, LLP and Grant Thornton, LLP.

It is recommended that the board accept the five (5) year proposal submitted by Wipfli, LLP in the annual amount of **\$39,500** (all inclusive maximum fee) for the audit year ending June 30, 2013 be accepted. Subsequent years June, 2014 through June, 2017 fees would be as follows:

2014	\$ 40,375
2015	\$ 41,275
2016	\$ 42,200
2017	\$ 43,150

Jody LeBlanc, Finance Manager will attend the February 11, 2013 Business Committee meeting to answer any questions regarding this RFP.

Fund: 1-115-012-000-000-130501

Program: Finance

Fund Custodian: Bill Hanson/Jody LeBlanc

RFP-296
PROFESSIONAL AUDITING SERVICES
SUMMARY

DELOITTE, LLP MINNEAPOLIS MN	NO PROPOSAL
GRANT THORNTON, LLP MINNEAPLOIS MN	NO PROPOSAL
KPMG, LLP MINNEAPOLIS MN	NO RESPONSE
MCGLADREY & PULLEN, LLP DULUTH MN	NO RESPONSE
OFFICE OF THE STATE AUDITOR ST PAUL MN	NO RESPONSE
WIPFLI, LLP DULUTH MN	2013 \$ 39,500 2014 \$ 40,375 2015 \$ 41,275 2016 \$ 42,200 2017 \$ 43,150

9095 - Order of Business for Regular Meetings

The following order shall be observed in conducting business:

1. Roll Call
2. Pledge of Allegiance
3. Approval of the Agenda
4. Reading and approving minutes
5. School and Community Recognition
6. Audience
7. Reading communications, petitions, etc.
- 8 Report of the Superintendent
9. Report of standing committees:
 - a. Education Committee
 - b. Human & Community Resources Committee
 - c. Business Committee
 - d. Committee of the Whole
10. Special Resolutions
11. Questions/Other

This order of business may at any time during a regular meeting be temporarily suspended by unanimous consent of all the School Board members present.

Any question of order arising, not provided for in these Bylaws, shall be decided according to parliamentary rules for the government of deliberative bodies, as defined by Robert's Rules of Order, Newly Revised.

Adopted: 6-9-70 ISD 709

Revised: 7-20-76

5-12-87

6-20-95

8-18-98

4-20-99

3-19-13



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: January 30, 2013

Re: Bid #1165 – Eastern Middle School Project – WS #2– Concrete – Northland
Concrete & Masonry, LLC – Change Order #25

Bid #1165, WS #2 – Concrete at Eastern Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$565,000.00.

Change Order #25 to this bid is to saw and chip tile floor patches in the electrical room, infill interior floor slab at various locations and pour one exterior AC pad, and for extra mobilization to pour a slab on the roof deck due to structural issues resulting in an increase of \$2,374.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #2 – Concrete at Eastern Middle School adding \$2,374.00 to the previously awarded base bid and change orders for a new contract total of \$694,502.00.

Attachment



AIA Document G701/CMa™ - 1992

RECEIVED
JAN 15 2013
I.S.D. #709
FACILITIES MGMT

Change Order - Construction Manager-Adviser Edition

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

CHANGE ORDER NUMBER: 025
INITIATION DATE: October 20, 2012

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

TO CONTRACTOR (Name and address):
Northland Concrete & Masonry
Company, LLC
12026 Riverwood Drive
Burnsville, MN 55337

PROJECT NUMBERS: 080331 /
90281-2
CONTRACT DATE: October 7, 2009
CONTRACT FOR: Work Scope 02

THE CONTRACT IS CHANGED AS FOLLOWS:

- Item No. 001 - PCO #626 - Saw and chip tile floor patches in electrical room.
Total Amount Item No. 001: \$535.00
- Item No. 002 - PCO #626 - Labor and materials to infill interior floor slab at various locations.
Total Amount Item No. 002 - \$989.00
- Item No. 003 - PCO #698 - Extra mobilization to pour slab on deck at roof.
Total Amount Item No. 003 - \$850.00

Total Amount This Change Order: \$2,374.00

The original Contract Sum was	\$	565,000.00
Net change by previously authorized Change Orders	\$	127,128.00
The Contract Sum prior to this Change Order was	\$	692,128.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,374.00
The new Contract Sum including this Change Order will be	\$	694,502.00

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

BY (Signature)
Patrick Mulcahey
(Typed name) DATE: 10-29-12

ADDRESS

BY (Signature)
Kevin Holm
(Typed name) DATE: 1-4-13

Northland Concrete & Masonry, LLC
CONTRACTOR (Firm name)
12026 Riverwood Drive, Burnsville, MN 55337
ADDRESS

BY (Signature)
Brad Streater
(Typed name) DATE: 10/23/12

Duluth Public Schools - ISD #709
OWNER (Firm name)
215 North 1st Avenue East, Duluth, MN 55802
ADDRESS
BY (Signature)
(Typed name) 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
School Board Members

From: Kerry M. Leider 

Date: January 30, 2013

Re: Bid #1165 – Eastern Middle School Project – WS #7– Carpentry Materials and Installation – Lipe Brothers Construction, Inc. – Change Order #28

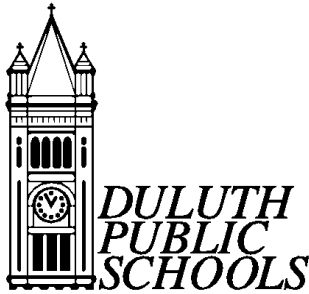
Bid #1165, WS #7 – Carpentry Materials and Installation at Eastern Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$89,580.00.

Change Order #28 to this bid is for corridor door and hardware installation at the 4-hour walls and for miscellaneous carpentry and demo work resulting in an increase of \$14,196.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #7 – Carpentry Materials and Installation at Eastern Middle School adding \$14,196.00 to the previously awarded base bid and change orders for a new contract total of \$309,816.00.

Attachment



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: January 30, 2013

Re: Bid #1165 – Eastern Middle School Project – WS #7– Carpentry Materials and Installation – Lipe Brothers Construction, Inc. – Change Order #29

Bid #1165, WS #7 – Carpentry Materials and Installation at Eastern Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$89,580.00.

Change Order #29 to this bid is for additional backing at the locker bays, installation of locker room benches, furring in the practice room, kitchen demo, ceiling and door repairs, and for miscellaneous carpentry and demo resulting in an increase of \$6,392.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #7 – Carpentry Materials and Installation at Eastern Middle School adding \$6,392.00 to the previously awarded base bid and change orders for a new contract total of \$316,208.00.

Attachment



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. Leide 

Date: January 30, 201

Re: Bid #1165 – Eastern Middle School Project – WS #16– Drywall and Plaster –
RTL Construction, Inc. – Change Order #23

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

Change Order #23 to this bid is for an additional furring wall at room 3410, additional soffit in room 4440, and for additional drywall in rooms 1103, 1104, 2nd and 3rd floor hallways and stairways and 2nd floor bathroom resulting in an increase of \$8,083.00.

Recommendation:

It is recommended the School Board approve the change order as listed above adding \$8,083.00 to the previously awarded base bid and change orders for a new contract total of \$601,388.00.

Attachment

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Change Order - Construction Manager-Adviser Edition

<p>PROJECT (Name and address): Eastern Middle School - Bid #1165 2900 East 4th Street Duluth, MN 55812</p>	<p>CHANGE ORDER NUMBER: 023 INITIATION DATE: November 5, 2012</p>	<p>OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/></p>
<p>TO CONTRACTOR (Name and address): RTL Construction, Inc. 4000 Valley Industrial Boulevard South Shakopee, MN 55379</p>	<p>PROJECT NUMBERS: 080331 / 90281-2 CONTRACT DATE: October 7, 2009 CONTRACT FOR: Work Scope 16</p>	

THE CONTRACT IS CHANGED AS FOLLOWS:

- Item No. 001 - PCO #697 - Additional furring wall at Room 3410.
 Total Amount Item No. 001: \$1,881.00
 - Item No. 002 - PCO #699 - Additional soffit on south wall in Room 4440.
 Total Amount Item No. 002: \$2,343.00
 - Item No. 003 - PCO #700 - Additional drywall in Rooms 1103, 1104, 2nd & 3rd floor hallways, 2nd & 3rd floor stairways, & 2nd floor bathroom.
 Total Amount Item No. 003: \$3,859.00
- Total Amount This Change Order: \$8,083.000

The original Contract Sum was	\$ 365,471.00
Net change by previously authorized Change Orders	\$ 227,834.00
The Contract Sum prior to this Change Order was	\$ 593,305.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,083.00
The new Contract Sum including this Change Order will be	\$ 601,388.00

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.

R E C E I V E D

JAN 15 2013

I.S.D. #709
 FACILITIES MGMT



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: January 30, 2013

Re: Bid #1165 – Eastern Middle School Project – WS #18– Acoustical Ceilings – W.A. Schaefer & Son Contracting, Inc. - Change Order #20

Bid #1165, WS #18 – Acoustical Ceilings at Eastern Middle School was approved at the Special School Board Meeting on October 6, 2009 with a base bid of \$340,018.00.

Change Order #20 to this bid is for additional acoustical due to ductwork revisions, to run wall angle up the break metal, and a credit for Trim Tex on the tectum clouds in the pool area resulting in an increase of \$12,884.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1165, WS #18 – Acoustical Ceilings at Eastern Middle School adding \$12,884.00 to the previously awarded base bid and change orders for a new contract total of \$396,873.00.

Attachment



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RECEIVED
JAN 15 2013
I.S.D. #709
FACILITIES MGMT

Change Order - Construction Manager-Adviser Edition

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

CHANGE ORDER NUMBER: 020
INITIATION DATE: September 18th,
2012

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

TO CONTRACTOR (Name and address):
W.A. Schaefer & Son Contracting, Inc.
Suite 205
3947 East Calvary Road
Duluth, MN 55803

PROJECT NUMBERS: 080331 /
90281-2
CONTRACT DATE: October 7, 2009
CONTRACT FOR: Work Scope 18

THE CONTRACT IS CHANGED AS FOLLOWS:

- Item No. 001 - PCO #312 - Credit to furnish and install the Trim Tex on the Tectum Clouds.
Total Amount Item No. 001: \$(2,480.00)
- Item No. 002 - PCO #362R - Additional acoustical per LHB PR #75-R1.
Total Amount Item No. 002: \$110.00
- Item No. 003 - PCO #677 - Additional break metal at 1st, 2nd, and 3rd floors.
Total Amount Item No. 003: \$10,647.00
- Item No. 004 - PCO #677 - Additional acoustical work at various locations.
Total Amount Item No. 004: \$4,607.00

Total Amount This Change Order: \$12,884.00

The original Contract Sum was	\$ 340,018.00
Net change by previously authorized Change Orders	\$ 43,971.00
The Contract Sum prior to this Change Order was	\$ 383,989.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 12,884.00
The new Contract Sum including this Change Order will be	\$ 396,873.00

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.



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: January 30, 2013

Re: Bid #1215, BP #1 – Myers-Wilkins Elementary School – Contract #0512 – Steel Supply – D&M Iron Works, Inc. - Change Order #3

Bid #1215, BP #1, Contract #0512 – Steel Supply at Myers-Wilkins Elementary School was approved at the Special School Board Meeting on June 28, 2012 with a base bid of \$236,823.00.

Change Order #3 to this bid is to supply steel channel and angle for the new duct opening resulting in an increase of \$489.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1215, BP #1, Contract #0512 – Steel Supply at Myers-Wilkins Elementary School adding \$489.00 to the previously awarded base bid and change orders for a new contract total of \$274,109.00.

Attachment

DEC 31 2012

JAN 09 2013

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

OWNER	<input checked="" type="checkbox"/>	PCO #	58
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		
ARCHITECT	<input checked="" type="checkbox"/>		51
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input checked="" type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT: MYERS-WILKINS ELEMENTARY SCHOOL
 (Name and address) 1027 N 8TH STREET (BID #1215)
 DULUTH, MINNESOTA 55805

CHANGE ORDER NO.: 0512.003

INITIATION DATE: 12/11/2012

TO CONTRACTOR: D & M IRON WORKS, INC.
 (Name and address) 2500 WEST COUNTY ROAD B, SUITE 120
 ST PAUL, MINNESOTA 55113

PROJECT NOS.: 0807.02

CONTRACT FOR: Contract #0512
Steel Supply

CONTRACT DATE: 6/28/2012

The Contract is changed as follows:
Provide labor and material as necessary to complete the work for
Proposal Request #022 as noted on the attached page as PR #022.

RECEIVED
JAN 15 2013

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	\$	236,823.00
Net change by previously authorized Change Orders	\$	36,797.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	273,620.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	489.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	274,109.00
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: DSGW ARCHITECTS

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

ADDRESS 2 West First Street, Duluth, MN 55801

BY: [Signature] DATE: 1/15/13
CONSTRUCTION MANAGER: BOSSARDI CORPORATION

BY: [Signature] DATE: 1-7-13

ADDRESS 5270 West 84th Street Ste. 550, Mpls, MN 55437

BY: [Signature] DATE: 1/2/13
CONTRACTOR: D & M IRON WORKS, INC.

OWNER: INDEPENDENT SCHOOL DISTRICT #709

ADDRESS: 2500 West Cty Rd B, Suite 120, St. Paul, MN 55113 ADDRESS 215 North 1st Avenue East, Duluth, MN 55802

BY: [Signature] DATE: 12/27/12 BY: _____ DATE: _____



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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: January 30, 2013

**Re: Bid #1228, Contract #1141 –Myers-Wilkins Elementary School – Food Service
Equipment – Change Order #1**

Bid #1228, Contract #1141 – Food Service Equipment at Myers-Wilkins Elementary School was approved at the regular School Board Meeting on November 20, 2012 with a base bid of \$272,530.00.

Change Order #1 to this bid is to provide the Combi-Ovens for the add alternate resulting in an increase of \$71,136.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1228, Contract #1141 – Food Service Equipment at Myers-Wilkins Elementary School adding \$71,136.00 to the previously awarded base bid for a new contract total of \$343,666.00.

Attachment

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

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JAN 22 2013

JAN 24 2013

OWNER	x <input type="checkbox"/>	PCO #	69
CONSTRUCTION MANAGER	x <input type="checkbox"/>		
ARCHITECT	x <input type="checkbox"/>		53
CONTRACTOR	x <input type="checkbox"/>		
FIELD	x <input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT:	MYERS-WILKINS ELEMENTARY SCHOOL	CHANGE ORDER NO.:	1141.001
(Name and address)	1027 N 8TH STREET (BID #1228)	INITIATION DATE:	1/15/2013
	DULUTH, MINNESOTA 55805		
TO CONTRACTOR:	HOCKENBERGS FOOD SERVICE EQUIPMENT & SUPPLY	PROJECT NOS.:	0807.02
(Name and address)	2015 SILVER BELL ROAD, SUITE 150	CONTRACT FOR:	<u>Contract #1141</u>
	EAGAN, MINNESOTA 55122	Food Service Equipment	
		CONTRACT DATE:	11/21/2012

The Contract is changed as follows:
 Provide labor and material as necessary to complete the work for
 Request Field Change Order #047-as noted on the attached
 page as RFCO #047.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	272,530.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	272,530.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	71,136.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	343,666.00
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.

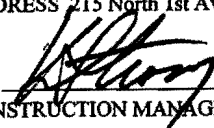
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

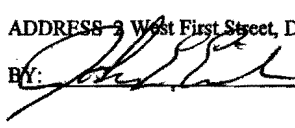
PROGRAM MANAGER: JOHNSON CONTROLS, INC.

ARCHITECT: DSGW ARCHITECTS

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

ADDRESS 3 West First Street, Duluth, MN 55801

BY:  DATE: 1/23/13
 CONSTRUCTION MANAGER: BOSSARDT CORPORATION

BY:  DATE: 1-24-13

ADDRESS 6270 West 84th Street Ste. 550, Mpls, MN 55437

BY:  DATE: 1/23/13
 CONTRACTOR: HOCKENBERGS FOOD SERVICE EQUIPMENT & SUPPLY

OWNER: INDEPENDENT SCHOOL DISTRICT #709

ADDRESS: 2015 Silver Bell Rd, Suite 150

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

BY:  DATE: _____

BY: _____ DATE: _____



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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: January 30, 2013

**Re: Bid #1228, WS #27 – Congdon Park Elementary School – Food Service Equipment
– Change Order #1**

Bid #1228, WS #27 – Food Service Equipment at Congdon Park Elementary School was approved at the regular School Board Meeting on November 20, 2012 with a base bid of \$265,901.00.

Change Order #1 to this bid is to provide the Combi-Ovens for the add alternate resulting in an increase of \$71,136.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1228, WS #27 – Food Service Equipment at Congdon Park Elementary School adding \$71,136.00 to the previously awarded base bid for a new contract total of \$337,037.00.

Attachment

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Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
 Bid #1228 - Congdon Park Elementary
 School - Addition and Remodeling
 3116 East Superior Street
 Duluth, MN 55803

CHANGE ORDER NUMBER: 001
INITIATION DATE: January 30th, 2013

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

TO CONTRACTOR (Name and address):
 Hockenbergs Foodservice Equipment &
 Supply
 2015 Silver Bell Road
 Eagan, MN 55122

PROJECT NUMBERS: / 90396
CONTRACT DATE: December 14th,
 2012
CONTRACT FOR: Work Scope 27

THE CONTRACT IS CHANGED AS FOLLOWS:

Item No. 001 - PCO #104 - Alternate for combi ovens per bid.
 Total Amount Item No. 001: \$71,136.00

Total Amount This Change Order: \$71,136.00

The original Contract Sum was	\$	265,901.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	265,901.00
The Contract Sum will be increased by this Change Order in the amount of	\$	71,136.00
The new Contract Sum including this Change Order will be	\$	337,037.00

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 July 19, 2013.

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
ADDRESS

Robert Rippe & Associates
ARCHITECT (Firm name)
 6117 Blue Circle Drive, Suite 100
 Minnetonka, MN 55343
ADDRESS

BY (Signature)
 Pat Sims

 (Typed name) **DATE:**

BY (Signature)

 (Typed name) **DATE:**

Hockenbergs Foodservice Equipment & Supply
CONTRACTOR (Firm name)
 2015 Silver Bell Road, Eagan, MN 55122
ADDRESS

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

BY (Signature)

 (Typed name) **DATE:**

BY (Signature)

 (Typed name) **DATE:**

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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

Date: January 28, 2013

Re: Limited Architectural Services for the Area Learning Center Testing Center – Meyer Group of Duluth, PC

Attached find two (2) copies of the Agreement between Independent School District #709 and Meyer Group of Duluth, PC for Limited Architectural Services for the Area Learning Center Testing Center at Historic Old Central High School. The total cost for this service is \$3,900.00.

I am recommending approval of the contract amount with Meyer Group of Duluth, PC to provide limited architectural services at ALC for the testing center. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attachments

INDEPENDENT SCHOOL DISTRICT NO. 709
CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT is made as of this **22nd day of January, 2013**, by and between INDEPENDENT SCHOOL DISTRICT NO. 709, in St. Louis County, Minnesota, (hereinafter referred to as "District") and **Meyer Group of Duluth, P.C.** (hereinafter referred to as "Consultant").

1. **Employment.** The District hereby retains and employs Consultant to furnish services to the District for the term commencing **January 22, 2013** and ending **upon completion of work required.**

2. Consultant shall furnish the District, in accordance with the policies of the Board of Education, those general services outlined in the attached Summary of Services as provided in the attached proposal.

3. The District retains the right to employ other consultants at any time and for any reason deemed necessary or appropriate by the District.

4. During the term of this Agreement, the maximum total fees, including any reimbursed expenses, shall not exceed the sum of **\$3,900.00**, unless any additional sums are specifically authorized in advance by the Director of Business Services of the District.

5. The fees to be paid under this Agreement are as follows:

- a. **Summary of Fees.** See attached Proposal
- b. **Terms of Payment.** Payment shall be made by the District within 30 days of the application for payment by the Consultant;
- c. Any other terms of payment in the Summary of

Services are incorporated by reference into this Agreement.

6. This Agreement can be canceled by either party on 30 days notice in writing to the other party.

7. The Consultant shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
Bill Hanson	Director of Business Services

8. The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or to their designees:

<u>District Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

9. The Consultant shall perform its services to the best of its professional ability and efforts.

10. The Consultant shall maintain the following minimum insurance during the term of this Agreement: \$1,500,000.00 general and professional liability naming ISD #709 as the Certificate Holder.

11. **Independent Contractor.** Both the District and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes, arising out of the Consultant's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax,

Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

12. **Confidential Information.** The Consultant agrees that any information received by the consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the District will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

13. **Protection of the District.** To the extent that work by the Consultant or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Consultant, the Consultant shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Consultant shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

14. **Arbitration.** Any disputes between the District and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Consultant and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Consultant shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedure for the District Courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

15. **Indemnity and Defense of the District.** Consultant hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Consultant breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages, the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

16. **Contract Document.** This Contract also incorporates the other documents relating thereto and specifically including: **Meyer Group Proposal dated January 21, 2013.**

CONSULTANT:
Meyer Group of Duluth

By: _____
Its _____

Timothy L. Meyer
Principal / President

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: _____

Its Director of Business Services

W. C. Hanson



410 US Bank Place, 130 West Superior Street, Duluth, MN 55802 | 218.727.1330 | Fax: 218.727.1338

- ARCHITECTURE
- PLANNING
- PROJECT MANAGEMENT
- ENGINEERING
- INTERIOR DESIGN
- GRAPHIC DESIGN
- OWNER'S REPRESENTATION

1/21/2013

RECEIVED
JAN 23 2013

David J. Spooner - Supervisor of Maintenance & Construction
Duluth Public Schools
215 North 1st Ave East
Duluth, MN 55802

I.S.D. #709
FACILITIES MGMT

meyergroupduluth.com

**Re: Proposal for Limited Architectural Services
I.S.D. 709 - Duluth Schools - Old Central High School - Administration Building
Area Learning Center Office - Testing Center
(13-002)**

David -

As discussed, here is our Proposal for Limited A&E Services for the above referenced project.

We are planning to provide the following limited scope of services:

- Field Measurement & Verification of Existing Conditions
- Preparation & Drafting of CADD Floor Plan Backgrounds - 11 x 17
- Preparation of Building Code Review / Code Summary Information
- Pre-Permit Review Meeting(s) w/ City of Duluth - Building Safety Office
- Contract Document Drawings - Plans, Sections, Details & Elevations - 11 x 17
- Review Meetings with Duluth Schools Administration & Staff - Two (2) provided

We propose to provide these limited Architectural Services for a Lump Sum Fee of:
\$ 3,900.00

Proposal does not include Mechanical, Electrical or Structural Engineering. Documents will include locations of electrical & mechanical items for direction to respective mechanical, plumbing & electrical contractors in a "Design/Build" format.

Reimbursable expenses would include printing, copying and any additional presentation materials beyond those listed. Any Mileage, travel and subsistence expenses required outside the Duluth Metro are also reimbursable.

Thanks again for this opportunity to serve Duluth Schools - ISD #709. We will consider a signed Agreement as our Notice-to-Proceed.

Thanks, Tim

Tim Meyer, AIA, CID, LEED AP
Principal Architect
Meyer Group of Duluth, P.C. - Architects

A signature on this proposal signifies an acceptance of these terms and a notice-to-proceed with this work:

Terms Accepted by:

Date:



410 US Bank Place, 130 West Superior Street, Duluth, MN 55802 | 218.727.1330 | Fax: 218.727.1338

ARCHITECTURE
 PLANNING
 PROJECT
 MANAGEMENT
 ENGINEERING
 INTERIOR DESIGN
 GRAPHIC DESIGN
 OWNER'S
 REPRESENTATION

2013 - Standard Hourly Rates:

meyergroupduluth.com

Principal Architect	\$ 150.00 / Hr
Project Architect	\$ 110.00 / Hr
Project Manager	\$ 100.00 / Hr
Project Designer	\$ 90.00 / Hr
Interior Designer	\$ 90.00 / Hr
Planner	\$ 85.00 / Hr
Grant-writer	\$ 75.00 / Hr
CADD Technician	\$ 75.00 / Hr
3-D Technician	\$ 75.00 / Hr
Graphic Designer	\$ 75.00 / Hr
Clerical	\$ 50.00 / Hr

Reimbursable Expenses:

Expenses connected with the work such as travel, vehicle rental, equipment rental, subsistence, lodging, etc., will be charged at cost. Outside consultants, soil testing service, etc. will be charged at cost plus 10%. Vehicle mileage will be charged at \$0.62 per mile. Printing expenses will be charged as follows: standard format prints/copies @ \$0.20/page; large format prints/copies @ \$0.30/sq.ft.

Rates Effective: 1/1/2013

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Akiko Maeker, independent contractor doing business as Interculturalist, LLC, 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 December 1st, 2012 and shall remain in effect until June 20th, 2013, 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:

- Meet with district personnel to understand scope of services they will be providing
- Provide consultation, coaching, training and strategic planning with District personnel and IDI Qualified Administrators on the IDC and the IDI.
- Provide Project Manager (Joan Sargent) with relevant feedback following consultation.

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 6,500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN)/and or SSN on any invoice to be 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 and/or SSN is provided.

4. **Requests for Reimbursement.** Contractors will be paid in the following manner: Contractor will submit an invoice to the not to exceed 5,000 for providing consultation on implementation of the Intercultural Development Continuum and the Intercultural Development Inventory. Once the Invoice is approved, payment will be made in full-agreed amount. Payment will be made by the district within 30 days of submission of a proper invoice by 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. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to Denfeld, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages, the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this agreement.

9. **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 Ron Hagland, ISD 709, Duluth Public Schools, 215 N. 1st 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 AKiko Maeker, Interculturalist LLC, 360 Larpenieur Ave. W., St. Paul, MN 55113.

10. **Assignment.** Contractors 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.

11. **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.

12. **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.

13. **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.

14. **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.

INDEPENDENT SCHOOL DISTRICT NO 709

CONTRACTOR

Ron Hagland 1-14-13
Program Director

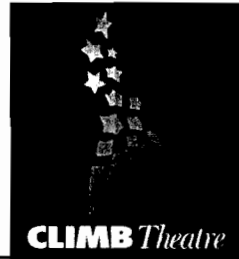
W. Chanson 1/22/13
Director of Business Service date

AKiko Maeker 1-4-2013

AKiko Maeker
Name date

Interculturalist LLC
Title/Business

~~XXXXXXXXXX~~
Taxpayer Identification Number



CLIMB Theatre Master Contract Agreement

6415 Carmen Avenue East • Inver Grove Heights • MN • 55076
651-453-9275 / 800-767-9660 • 651-453-9274 fax • www.climb.org

Billing Organization
ORG07143
Nettleton Magnet Elementary School
108 East 6th Street
Duluth, MN 55805

Contact: Heilig, Stephanie • (218) 733-2172

Other Supporting Organization (if any)

THIS AGREEMENT is made and entered into as of 9/13/2012 by and between **CLIMB Theatre Inc.**, a Minnesota not-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes (hereinafter "CLIMB") and Nettleton Magnet Elementary School (hereinafter "Host Organization").

THE PURPOSE OF THIS AGREEMENT is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Host Organization at the times and locations set forth in this agreement.

The terms and conditions of this Agreement are as follows:

1. **Programming** - CLIMB hereby agrees to provide programs according to the list at the end of this contract.
2. **Payment** - Host Organization shall pay to CLIMB a total of **\$2254** on or before 1-10-2013 by delivering payment to CLIMB at its offices at 6415 Carmen Avenue E., Inver Grove Heights, MN, 55076, for services rendered.
3. **Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Host Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Host Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties.
4. **Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Host Organization, and are not due to a Force Majeure event, with less than four weeks' notice, said Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two weeks notice, said Organization will be assessed a 50% cancellation fee.
5. **Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event program(s) are interrupted or cancelled by such circumstances.
6. **Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and Host Organization.
7. **Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, MN office.
8. **Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject 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.


Date Time	Performance Site Name of Performance	Charges		Support Funds			Amount To Be Paid By		
		Program	Travel	Program	Travel	MSAB	"Other"	PerfSite	Bill Org
1-9-13	Congdon Park Elementary								
7:50am	Interplays - Bullying	1,152.00	252.00	277.00				0.00	1,127.00
Sections:	6 #Students: 526								
Gr/#Seen:	K-5, 1x								
1-10-13	Nettleton Magnet Elementary School								
8:00am	Interplays - Bullying	1,152.00	252.00	277.00				0.00	1,127.00
Sections:	6 #Students: 400								
Gr/#Seen:	K-5, 1x								
Totals		2,304.00	504.00	554.00				0.00	2,254.00

***** Program Support Funds consist of income earned through CLIMB's charitable gaming activities and contributions from businesses, corporations, foundations, and individuals.**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS 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.

Peg Wetli, Executive Director
CLIMB Theatre

Date



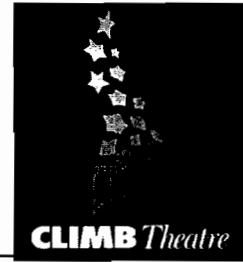
Signature
Nettleton Magnet Elementary School

1/21/13

Date

CFD

Title



CLIMB Theatre SubContract Agreement

6415 Carmen Avenue East • Inver Grove Heights • MN • 55076
651-453-9275 / 800-767-9660 • 651-453-9274 fax • www.climb.org

Performance Site

ORG01933
Congdon Park Elementary
~~3416 East Superior Street~~
 Duluth, MN ~~55812~~

Contact: Kusch-Marshall, Kathi • (218) 336-8825 X303

Primary Billing Organization

Org ID#: ORG07143
Nettleton Magnet Elementary School
 108 East 6th Street
 Duluth, MN 55805

Contact: Heilig, Stephanie • (218) 733-2172

THIS AGREEMENT is made and entered into as of 9/13/2012 by and between **CLIMB Theatre Inc.**, a Minnesota non-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes (hereinafter "CLIMB" and Congdon Park Elementary (hereinafter "Host Organization").

THE PURPOSE OF THIS AGREEMENT is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Host Organization at the times and locations set forth in this agreement.

The terms and conditions of this Agreement are as follows:

1. **Programming** - CLIMB hereby agrees to provide programs according to the list at the end of this contract.
2. **Payment** - Host Organization shall pay to CLIMB a total of **\$0** on or before 1-9-2013 by delivering payment to CLIMB at its offices at 6415 Carmen Ave. E., Inver Grove Heights, MN 55076, for services rendered.
3. **Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Host Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Host Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or any portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties in writing.
4. **Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Host Organization, and are not due to a Force Majeure event, with less than four weeks' notice, said Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two weeks notice, said Organization will be assessed a 50% cancellation fee.
5. **Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event the program(s) are interrupted or cancelled by such circumstances.
6. **Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and the Host Organization.
7. **Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, Minnesota office.
8. **Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject 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.

Congdon Park Elementary				Charges		Support Funds			Amount To Be Paid By		
				Program	Travel	Program	Travel	MSAB	"Other"	PerfSite	Bill Org
1-9-13	Interplays - Bullying										
7:50am	Sections: 6	#Students: 526		1,152.00	252.00	277.00				0.00	1,127.00
Gr/#Seen: K-5, 1x											
Totals				1,152.00	252.00	277.00				0.00	1,127.00

***** Program Support Funds consist of income earned through CLIMB's charitable gaming activities and contributions from businesses, corporations, foundations, and individuals.**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS 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.

 Peg Wetli, Executive Director
 CLIMB Theatre

 Date



 1/21/13
 Date

 CFO
 Title

Signature
 Congdon Park Elementary

Incognito, Inc.

**Michael S. Fosberg
6110 N. Francisco Ave.
Chicago, IL 60659-2502
773.856.3399**

www.incognitotheplay.com

Letter of Agreement

AGREEMENT made this **10th of January 2013**, by and between INCOGNITO, INC. / MICHAEL FOSBERG, 6110 N. Francisco Ave. Chicago, Il 60659 (herein after referred to as "ACTOR") and **Denfeld High School, 4405 West 4h Street, Duluth MN**, (herein after referred to as "PURCHASER"). It is mutually agreed by and between the parties as follows:

1. PURCHASER agrees to engage ACTOR to for **one performance** of his one-man play, "Incognito", at Auditorium/Theatre Space TBD (PURCHASER will provide venue details) to be performed on **January 22, 2013, at after noon hour TBD** followed by a 10-30 minute post-show discussion with audience.
2. It is agreed that as full compensation for the services mentioned herein, PURCHASER will pay ACTOR in United States currency, certified check, money order, or accepted bank draft the sum of **\$1200 (One Thousand Two Hundred Dollars) for one performance**. A 50% deposit is due upon signing of this contract with the balance due the day of performance. (Please make checks payable to: Incognito, Inc. Federal EIN # 36-4449428).
3. PURCHASER agrees to provide ACTOR an appropriate space in which to perform Incognito, (preferably a theater but not mandatory - with a stage space of no less than 12'x16'), including basic stage lights and sound system, eight (8) armless chairs and a small table or desk (to be used as set pieces), a lavalier ("hands-free", or lapel) wireless microphone, and an off-stage dressing area. PURCHASER further agrees to provide a

person to operate the stage lights and run a maximum of four (4) sound cues for the presentation. This will require a "dry-tech" of approx. 30 minutes, prior to the presentation. ACTOR will provide a sound disc (with a maximum of four sound cues).

Please NOTE: The topics and material covered within the program demand a certain type of controlled environment. If the show is presented in a very open and public space (such as a cafeteria or lobby), people socializing or freely passing through the area with no interest in watching the show disrupt the presentation and effectiveness of the message. The show is best experienced in a more intimate setting with decent acoustics. Therefore, INCOGNITO will NOT be performed in the following venues: chapels and gymnasiums (because of sound issues), cafeterias or recreational rooms when food is being served, or recreational rooms/atriums that get a lot of through traffic at the time when the show would be presented. [SPECIAL ARRANGEMENTS MAY BE CONSIDERED IF DISCUSSED AT LEAST 30 DAYS PRIOR TO PROGRAM].

4. PURCHASER shall provide ACTOR no less than 30 minutes set up time in the space, not including the time provided for the dry tech described in paragraph 3 above. In the event that more than one show is to be performed, PURCHASER shall provide ACTOR a minimum of 30- minutes following the post-show discussion before the subsequent show is performed.

5. PURCHASER should be aware of the theatrical nature of this presentation. The ACTOR assumes that audiences will respect the nature of a theatrical performance, and understand the difference between enthusiastic participation and disrespectful disruption. Nonetheless, some audience members can become unruly. ACTOR expects the cooperation of student leaders, faculty members, and staff at keeping the theatrical nature of the show in tact without distraction. PURCHASER shall eject particularly disruptive audience members. In worst-case scenarios, ACTOR reserves the right to stop the show if he feels threatened or if an audience has effectively altered the show through disruptive behavior.

6. This agreement is made in reliance upon PURCHASER'S good reputation for the prompt discharge of all contract obligations. In the event PURCHASER refuses or

neglects to provide any of the items required to be provided by PURCHASER hereunder and/or fails to make any of the payments required to be made by PURCHASER hereunder, ACTOR shall have the right to refuse to perform services provided herein. Notwithstanding the exercise of such right by ACTOR, any amount theretofore paid to ACTOR by PURCHASER shall be retained by ACTOR, and the balance of the contract terms provided for herein shall immediately become payable to ACTOR.

7. This Agreement shall be executed by PURCHASER and a copy returned to and received by ACTOR together with the deposit described in paragraph 2 above, no later than **7 days from the date of this agreement**. In the event that PURCHASER does not so return to ACTOR the executed Agreement together with the above referenced deposit, then the provisions of paragraph 6 above shall apply and ACTOR shall have the right to refuse to perform services provided herein.

IN WITNESS HEREOF, the parties have duly executed this Agreement as of the day and year first above written.

For: **INCOGNITO, INC.**
"ACTOR"

For: **Denfeld High School**
"PURCHASER"



Michael Fosberg
Signature

President
Title




Signature

CFD

Principal
Title

Bill Hanson

Tonya M. Sommers
Print Name

DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **Duluth Public Schools**
(hereinafter referred to as the "Permittee")

Address: **ALC, 215 N. 1st Avenue E, Duluth, MN, 55802**

Telephone: **218-336-8700, extension 1162**

Contact Name: **Brenda VanDell**

For the Sole Purpose of: **ALC/Unity Graduation**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 4, 2013 (Tuesday)
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,100.00 (Two Thousand One Hundred Dollars and no cents)

Plus the following:

Additional Microphone: \$27.00

DECC Screen/AV Cart: \$44.00

DECC Upright Piano: \$100.00, plus tuning at current rate

DECC Parking Passes: \$5.00 each, or current rate

Equipment List and Audio-Visual - (Effective 1/2013) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a SMOKE FREE BUILDING. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insureds** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the

running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 9th day of November, 2012

DULUTH ENTERTAINMENT CONVENTION CENTER

Attest: _____
President
Duluth Entertainment Convention Center
Authority

By: _____
Executive Director
Duluth Entertainment Convention Center
(DECC)

Alan N. Power *W. Ch...*

Permittee Signature

Principal

Permittee Title

12/4/12 *1/4/13*

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Men As Peacemakers, 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. **Dates of Service.** This Agreement shall be deemed to be effective as of March 1, 2013, and shall remain in effect until March 31, 2013, 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. Ron Hagland, District Representative as Project Supervisor.
2. **Performance.** The 2013 Women's Welding project is an extension of programming that started in 2010. Each year the project is a huge success where girls not only learn new skills but also are recognized for their completion of a college course. The Women's Welding Project will take place at a local technical college.

Some goals of this project are as follows:

- Support the idea of college and encourage the girls to consider a college career or further education beyond high school. By receiving a college credit, the girls are encouraged to continue further education past high school.
- Introduce the girls to a traditionally male dominated field and offer an opportunity to interact with a positive female role model (the instructor) who is succeeding in a traditionally male dominated field.
- Empower: Working on a hands-on project to create a tangible object while working with large machines, fire, and tools is empowering.
- Create a team building and trust building opportunity, expanding positive relationships between the girls and female participants.
- Community Colleges are typically small campuses, with good student/teacher ratios. This is a good potential match for the girls in the program.
- The welding program is short (under 1 year) and gives the opportunity to have a high paying job upon graduation. This is a good potential match for the girls in the program.
- Community resources will collaborate, providing girls with opportunities to connect with other adult community members and intervention programs. This program would be collaboration with the following community programs: Men As Peacemakers, Denfeld High School, and Office of Education Equity.

The course will begin in March 2013. The course will meet four times for 3-4 hours per session. This will be a pass/fail partial college credit course. All girls who complete the course will receive a college ID and college Welding credit.

The following is a detailed approximate budget plan:

\$2500.00 costs for 14 girls to attend the class (college participation costs), earn college credit and cover material costs.

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\$200.00 cost transportation for 14 girls.

\$50.00 for material costs to make DVD's for each girl and funders.

\$100.00 for expenses related to food, certificate frames, snacks, or other miscellaneous expenses.

Total amount: \$2850.00

3. **Background Check.** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **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 \$2850.00. 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.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District in the amount of two thousand eight hundred and fifty dollars upon approval of contract by district and contractor.
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **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: Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st 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: Men as Peacemakers, Attention: Gina Gallagher, 205 W 2nd St Suite 15, Duluth, MN 55802.

11. **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.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **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.

14. **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.

15. **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.

16. **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.


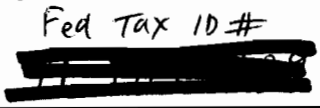
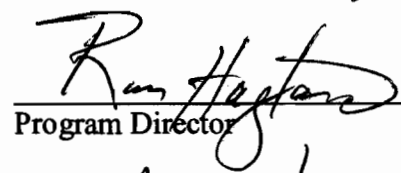
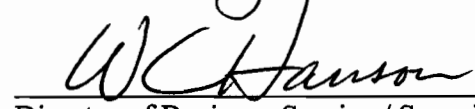
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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.

 _____ Contractor	Fed Tax ID #  _____ SSN/ Tax Identification Number	<u>1/3/2013</u> Date
 _____ Program Director		<u>12-21-12</u> Date
 _____ Director of Business Service / Superintendent of Schools		<u>1/7/13</u> Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of December, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Community Action Duluth, 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. **Dates of Service.** This Agreement shall be deemed to be effective as of December 3, 2012, and shall remain in effect until June 6, 2013, 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. **Performance.** Contractor shall provide the following services: Provide necessary background checks for childcare personnel and coordination of services needed which includes: providing childcare related to PASS Workshops, Parent conferences, field trips, etc. (Providing childcare is the time spent onsite with the children). Coordinating childcare services to be provided which includes: phone calls, emails, scheduling childcare providers, and preparation of structured activities for the children. PASS Workshops to take place at designated schools within ISD 709.

3. **Background Check.** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **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 \$4700.00. 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 41-141-067-0.

5. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$15.00 per hour for providing childcare and \$20.00 per hour to coordinator for preparation and set up/clean up. Payment shall be made upon receipt of invoice received by the district, after services are rendered each week.

6. **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.

7. **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.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **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: Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st 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: Community Action Duluth, Attn: Angie Miller, 19 N 21st Ave W, Duluth, MN 55806.

11. **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.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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.

<i>Angie Miller</i>	XXXXXXXXXX	12.26.12
Contractor	SSN/Tax Identification Number	Date
<i>Tom Hagg</i>		12-21-12
Program Director		Date
<i>W C Hanson</i>		1/7/13
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

1 w/h **THIS AGREEMENT**, made and entered into this 8th day of January 8, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and ~~Mr. Duane Byrd dba~~ Youth of Duluth, an independent contractor, hereinafter called Contractor. 1 w/h

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. This agreement also clarifies the District will provide Contractor with a one-time payment.

Ron Hagland, Coordinator of the Office of Education Equity is the designated Contractor contact and project Supervisor.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 8, 2013 and shall remain in effect until March 31, 2013 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. **Performance.**

Project Overview

The Youth of Duluth Study Ball program emphasizes the importance of studying. Along with being a “homework hotspot”, participants will be given an hour of instructional basketball. YOD recognizes that one reason students are primarily at-risk is that they have failed to develop healthy study habits. YOD will actively tutor and support all students. The hours will be Monday through Friday from 2:30 p.m. to 6:00 p.m. One hour will be devoted to character development and basketball skills. The YOD Study Ball program will be housed at the Old Central High School gymnasium.

Program Objectives

The Youth of Duluth organization understands the importance of collaborating with the district in an effort to assist the district with achieving their goals. The Study Ball program’s goals are in alignment with two of the three aims of the district: High Achievement for All and a Safe, Welcoming Environment for Everyone in Our Schools.

Goals

- A. Increase parental engagement at school
- B. Improve academic performance at school
- C. Increase appreciation and respect of cultures
- D. Improve healthy study habits
- E. Increase test performance- reducing the achievement gap

F. Identify at risk students and provide support

G. Increase positive, acceptable behavior at school and within the community

Program Evaluation

The YOD Study Ball program will use several tools to evaluate program success. They include:

1. Attendance: improvement of both absenteeism and tardiness
2. Report cards and progress reports from students
3. Standardized test scores, if available
4. Daily reports as provided by teachers

3. **Background Check.** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to a one time start up payment to help Mr. Duane Byrd initiate the Winter Youth of Duluth Program. Mr. Duane Byrd agrees to find other funding sources to support the continuation of this program's activities and services for the duration. Contractor will receive from the District \$2,900.00 as startup funding upon approval of the contract and the next regular check writing process. Payment to the Contractor shall be made by check sent by mail to the following address as provided by the Contractor: Youth of Duluth, Attn: Duane Byrd, 719 East Second Street, Floor 1, Duluth, MN 55805.

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.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Contractor will receive from the District a one-time payment of \$2,900.00 as start-up funding upon approval of this contract and the next regular check writing process.

6. **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.

7. **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.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **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, Office of Education Equity Coordinator, Ron Hagland, ISD 709, Duluth Public Schools, 215 North 1st 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 to Youth of Duluth, Mr. Duane Byrd, 710 East Second Street, Floor 1, Duluth, MN 55805 218.340.5462.

11. **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.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Insurance.** ~~(If applicable)~~ Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

LUH

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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>Ruane E. Bend</i></u>	<u>XXXXXXXXXX</u>	<u> </u>
Contractor	SSN/ Tax Identification Number	Date
<u><i>W. Hanson</i></u>	<u><i>W. J. Smith</i></u>	<u><i>1/9/13</i></u>
Director of Business Service / Superintendent of Schools		Date

**DULUTH ENTERTAINMENT CONVENTION CENTER
REVISED RENTAL AGREEMENT**

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Laurie Knapp**

For the Sole Purpose of: **East High School Graduation 2013**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 5, 2013 (Wednesday)
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,425.00 (Two Thousand Four Hundred Twenty Five Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2013) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise. 89
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional Insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 7th day of January, 2013

DULUTH ENTERTAINMENT CONVENTION CENTER

Attest: _____
President
Duluth Entertainment Convention Center
Authority

By: _____
Executive Director
Duluth Entertainment Convention Center
(DECC)



Permittee Signature

CEO

Permittee Title

1/11/13

Date

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

January 2013

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Facilities Management – General

In the past month, the maintenance crews have completed 225 work orders, and are currently working on 583 open work orders.

Maintenance crews are back on scheduled maintenance and focusing on EHS at this time.

Storeroom / Utility functions are being evaluated.

Modifications to create a GED testing booth in ALC are being worked on with Beth T., and the design effort has just begun.

Capital Construction:

Currently, LRFP site work is ongoing at Congdon Park, Myers-Wilkins, WMS, and OEMS.

OEMS girls' pool locker room floor drain issues have been resolved and approved by MDH.

Piedmont's under floor ventilation system in the gym has been installed.

Various training sessions at our new sites on a variety of systems are occurring regularly.

Commissioning of HVAC equipment is still ongoing at both LPMS and OEMS.

Testing / Balancing / and Commissioning of our new HVAC systems in our new middle school sites is occurring, ongoing, and almost completed, and contractors are very close to completing the repairs as identified.

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.

Operations

During the month of January, we were in the process of setting up the square footage assessments for Meyers-Wilkins and Congdon Park school. Presently, we are putting together the information used to calculate custodial staff needs as it relates to the rest of the district, and generating moving lists and key control lists.

Plans for the auction of surplus equipment are proceeding. The items in the gym and commons area are expected to be auctioned on March 9, 2013 and the food service equipment will follow shortly thereafter in a separate auction with a final date yet to be determined.

Operations/Maintenance staff are closely monitoring the new sites and making adjustments to provide heat in the extreme cold weather. Operation staff at the sites are shoveling and sweeping sidewalks to keep them safe. This time of the year, everything tracks into the building so it is a challenge to keep hallways clean and dry.

Health and Safety

- Emergency Response Crisis Management (ERCM) activities included:
 - The department meeting with Cabinet to discuss further measures that can be taken to secure schools. Schools are enforcing locking back doors and buzzing deliveries in. Facilities is surveying the schools and determining the capabilities and shortcomings of each building for lockdowns, emergencies, and front office access. Other items that will need a determination of use before implementation: Classroom doors locking from the inside, locking down offices during the day, addition of a “911/lockdown” button under the front desks, and safety (shatterproof) glass on front doors.
- Workers’ Compensation activities included:
 - 2012 ended with 26 OSHA recordable incidents, slightly up from last year’s 22 incidents. OSHA logs are posted at each location as required by law.
 - January: 26 reports of incidents resulting in 2 OSHA recordable incidents and 3 other doctor visits.
 - Para in-service: Discussed the importance of reporting incidents, returning doctor’s notes, and constantly paying attention to your surroundings.
- Influenza
 - Increased cleaning is taking place and additional hand sanitizers have been added.
 - Measures consistent with MDH are being taken.
- CPR/First Aid
 - Beginning January 1, 2013 Red Cross no longer has an open P.O. for employees who take the training classes. Employees will now have to pay for the class and submit a reimbursement form along with documentation they attended the class.

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: 2013

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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
12/13/2012	DFLD APP 2		00625977	V00596	TRANE USA INC	DENFELD APPLICATION 2	833472	TR	0.00	16,205.05	-16,205.05
12/13/2012	DFLD APP 2		00626296	V00596	TRANE USA INC	DENFELD APPLICATION 2	833569	OH	8,345.05	0.00	8,345.05
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	1,004.24	0.00	1,004.24
Object 152000 Total:									9,349.29	16,205.05	-6,855.76
FQA 06-870-215-386-JOB Total:									9,349.29	16,205.05	-6,855.76

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
12/03/2012	162541	218159	00626107	V104710	RJF AGENCIES INC	BUILDING ACQUISITION/CONSTRUCT	832166	OH	95.85	0.00	95.85
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	3,725.00	0.00	3,725.00
12/21/2012	EAST APP 4		00626498	V03601	ULLAND BROTHERS INC	EAST APPLICATION 4	834313	OH	9,394.30	0.00	9,394.30
12/21/2012	EMS PROF		00626478	V87763	JOHNSON CONTROLS INC	EMS PROF FEE APP 44	834313	OH	10,325.00	0.00	10,325.00
12/21/2012	EAST APP 25		00626473	V02687	HARBOR CITY MASONRY	EAST APPLICATION 25	834313	OH	1,024.94	0.00	1,024.94
Object 152000 Total:									24,565.09	0.00	24,565.09
FQA 06-870-220-386-JOB Total:									24,565.09	0.00	24,565.09

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
12/03/2012	162541		00626107	V104710	RJF AGENCIES INC	BUILDING ACQUISITION/CONSTRUCT	832166	OH	12.31	0.00	12.31
12/13/2012	ORD APP 2		00625977	V00596	TRANE USA INC	ORDEAN APPLICATION 2	833472	TR	0.00	20,828.85	-20,828.85
12/13/2012	ORD APP 2		00626296	V00596	TRANE USA INC	ORDEAN APPLICATION 2	833569	OH	20,828.85	0.00	20,828.85
12/21/2012	ORD BP7		00626483	V00917	LIPE BROS CONST INC	ORDEAN BP7 FINAL APPLICATION	834313	OH	30,485.30	0.00	30,485.30
12/21/2012	ORD FINAL		00626487	V106503	PALMER WEST CONST CO INC	ORDEAN FINAL APPLICATION	834313	OH	98,365.95	0.00	98,365.95
12/21/2012	ORD APP 8		00626463	V62638	CONTRACT TILE AND CARPET	ORDEAN FINAL APPLICATION	834313	OH	36,087.00	0.00	36,087.00
12/21/2012	ORD APP 23		00626482	V106835	LEJEUNE STEEL COMPANY	ORDEAN FINAL APPLICATION	834313	OH	69,722.35	0.00	69,722.35
12/21/2012	ORD 14 FINAL		00626495	V106597	STEINBRECHER PAINTING INC	ORDEAN 14 FINAL APPLICATION	834313	OH	5,817.75	0.00	5,817.75
12/21/2012	75835-5		00626471	V28830	HALDEMAN HOMME INC	ORDEAN RETENTION	834313	OH	6,505.40	0.00	6,505.40
12/21/2012	75834-4		00626471	V28830	HALDEMAN HOMME INC	ORDEAN RETENTION	834313	OH	14,186.60	0.00	14,186.60
12/21/2012	75833-6		00626471	V28830	HALDEMAN HOMME INC	ORDEAN RETENTION	834313	OH	20,508.00	0.00	20,508.00
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	2,421.71	0.00	2,421.71

GL Transactions by Object Code within Org. Key

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01/07/2013	163584	00626692	V104710	RJF AGENCIES INC	BUILDING ACQUISITION/CONSTRUCT	835391	OH	2,258.91	0.00	2,258.91	
Object 152000								Total:	307,200.13	20,828.85	286,371.28
FQA 06-870-320-386-JOB								Total:	307,200.13	20,828.85	286,371.28

FQA: 06-870-435-386-JOB ALT FACILITIES/CONGDON 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>
12/03/2012	11/3/12 MAIN		00626136	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	832166	OH	377.07	0.00	377.07
12/10/2012	516161-0	309550	00626248	V04241	NORTHERN BUSINESS	3750 RDTN COMMERCIAL GRADE PAC	833074	OH	184.36	0.00	184.36
12/21/2012	CGDN APP 2		00626465	V108048	CUSTOM DRYWALL INC	CONGDON APPLICATION 2	834313	OH	16,598.40	0.00	16,598.40
12/21/2012	CGDN APP 3		00626460	V105879	BELKNAP ELECTRIC	CONGDON APPLICATION 3	834313	OH	9,408.80	0.00	9,408.80
12/21/2012	CGDN APP 4		00626473	V02687	HARBOR CITY MASONRY	CONGDON APPLICATION 4	834313	OH	15,861.89	0.00	15,861.89
12/21/2012	CGDN APP 4		00626474	V107973	HECIMOVICH MECH CONT	CONGDON APPLICATION 4	834313	OH	347,739.02	0.00	347,739.02
12/21/2012	CGDN APP 2		00626486	V62693	NORTHLAND CONSTRUCTORS INC	CONGDON APPLICATION 2	834313	OH	51,128.40	0.00	51,128.40
12/21/2012	537		00626479	V106763	KELLEHER CONSTRUCTION	CONGDON APPLICATION 5	834313	OH	13,200.44	0.00	13,200.44
12/21/2012	CGDN 11/12		00626481	V105888	KRAUS-ANDERSON	NOV 12 REIMBURSABLES	834313	OH	19,326.94	0.00	19,326.94
12/21/2012	CGDN APP 1		00626457	V104441	BARTLEY SALES CO INC	CONGDON APPLICATION 1	834313	OH	58.65	0.00	58.65
12/21/2012	CGDN APP 1		00626467	V107093	GARLAND DBS INC	CONGDON APPLICATION 1	834313	OH	303,475.74	0.00	303,475.74
12/21/2012	CGDN KA		00626478	V87763	JOHNSON CONTROLS INC	CONGDON KRAUS 11/12	834313	OH	21,069.96	0.00	21,069.96
12/21/2012	CGDN PROF		00626478	V87763	JOHNSON CONTROLS INC	CONGDON PROF FEE APP 23	834313	OH	26,460.52	0.00	26,460.52
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	4,589.00	0.00	4,589.00
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	13,293.27	0.00	13,293.27
12/26/2012	11/2-12/3/12		00626603	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	834464	OH	2,674.58	0.00	2,674.58
12/26/2012	11/28/12 MN		00626562	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	834464	OH	527.95	0.00	527.95
01/07/2013	163584		00626692	V104710	RJF AGENCIES INC	BUILDING ACQUISITION/CONSTRUCT	835391	OH	1,545.37	0.00	1,545.37
Object 152000								Total:	847,520.36	0.00	847,520.36

Object: 182000 DUES,MMBERSHIP,SFTWRE LIC,FEES

<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>
12/03/2012	11/29/12	729921	00626012	V12580	CITY OF DULUTH MINNESOTA	BUILDING PERMIT FEE FOR BID PA	832166	OH	3,687.10	0.00	3,687.10
Object 182000								Total:	3,687.10	0.00	3,687.10
FQA 06-870-435-386-JOB								Total:	851,207.46	0.00	851,207.46

FQA: 06-870-470-386-JOB ALT FACILITIES/GRANT

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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12/03/2012	11/3/12 MAIN		00626136 V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	832166	OH	323.87	0.00	323.87	
12/05/2012	0066397-IN	218840	00626277 V92769	TWIN PORTS TESTING	BUILDING ACQUISITION/CONSTRUCT	832711	OH	384.00	0.00	384.00	
12/10/2012	516161-0	309550	00626248 V04241	NORTHERN BUSINESS	3750 RDTN COMMERCIAL GRADE PAC	833074	OH	121.51	0.00	121.51	
12/21/2012	251102305		00626467 V107093	GARLAND DBS INC	MYERS-WILKINS APP 1	834313	OH	60,045.15	0.00	60,045.15	
12/21/2012	120230-5		00626500 V102745	VEIT AND COMPANY INC	MYERS-WILKINS APP 5	834313	OH	94,581.00	0.00	94,581.00	
12/21/2012	120230-5		00626500 V102745	VEIT AND COMPANY INC	MYERS-WILKINS APP 5	834313	OH	30,795.51	0.00	30,795.51	
12/21/2012	12-230.2		00626491 V106831	RTL CONSTRUCTION	MYERS-WILKINS APP 2	834313	OH	47,500.00	0.00	47,500.00	
12/21/2012	MWE APP 5		00626494 V105887	SHANNON'S INC	MYERS-WILKINS APP 5	834313	OH	11,372.21	0.00	11,372.21	
12/21/2012	MWE APP 5		00626460 V105879	BELKNAP ELECTRIC	MYERS-WILKINS APP 5	834313	OH	27,113.57	0.00	27,113.57	
12/21/2012	MWE APP 4		00626480 V107943	KELLINGTON CONSTRUCTION INC	MYERS-WILKINS APP 4	834313	OH	26,477.75	0.00	26,477.75	
12/21/2012	PGM MGMT		00626478 V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	5,353.60	0.00	5,353.60	
12/21/2012	MWE APP 3		00626497 V106468	THELEN HEATING & ROOFING INC	MYERS-WILKINS APP 3	834313	OH	102,174.02	0.00	102,174.02	
12/21/2012	MWE BOSS		00626478 V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 11/12	834313	OH	11,246.22	0.00	11,246.22	
12/21/2012	MWE APP 3		00626459 V105889	BEDROCK-FLINT INC	MYERS-WILKINS APP 3	834313	OH	62,510.00	0.00	62,510.00	
12/21/2012	MWE APP 3		00626455 V37181	A W KUETTEL AND SONS INC	MYERS-WILKINS APP 3	834313	OH	2,731.25	0.00	2,731.25	
12/21/2012	MWE APP 2		00626496 V61015	SUPERIOR GLASS INC	MYERS-WILKINS APP 2	834313	OH	3,944.55	0.00	3,944.55	
12/21/2012	MWE APP 2		00626469 V106953	GRAZZINI BROTHERS AND	MYERS-WILKINS APP 2	834313	OH	570.00	0.00	570.00	
12/21/2012	MWE APP 2		00626464 V108047	CROSSROAD CONSTRUCTION INC	MYERS-WILKINS APP 2	834313	OH	11,991.05	0.00	11,991.05	
12/21/2012	MWE APP 1		00626493 V61525	SELL HARDWARE INC	MYERS-WILKINS APP 1	834313	OH	8,126.49	0.00	8,126.49	
12/21/2012	MWE 11/12		00626461 V107094	BOSSARDT CORPORATION	NOV 12 REIMBURSABLES	834313	OH	8,725.15	0.00	8,725.15	
12/21/2012	GRNT PROF		00626478 V87763	JOHNSON CONTROLS INC	GRANT PROF FEE 21	834313	OH	30,289.60	0.00	30,289.60	
12/21/2012	6634		00626498 V03601	ULLAND BROTHERS INC	MYERS-WILKINS APP 3	834313	OH	4,951.93	0.00	4,951.93	
12/21/2012	533		00626479 V106763	KELLEHER CONSTRUCTION	MYERS-WILKINS APP 4	834313	OH	6,365.00	0.00	6,365.00	
12/26/2012	03566.00038.1		00626535 V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	834464	OH	1,137.95	0.00	1,137.95	
12/26/2012	0066652-IN	219990	00626593 V92769	TWIN PORTS TESTING	BUILDING ACQUISITION/CONSTRUCT	834464	OH	475.50	0.00	475.50	
12/26/2012	11/28/12 MN		00626562 V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	834464	OH	411.00	0.00	411.00	
12/26/2012	3566.000038.1	219992	00626535 V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	834464	OH	443.90	0.00	443.90	
12/26/2012	11/2-12/3/12		00626603 V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	834464	OH	1,488.31	0.00	1,488.31	
01/07/2013	163584	220192	00626692 V104710	RJF AGENCIES INC	BUILDING ACQUISITION/CONSTRUCT	835391	OH	2,589.47	0.00	2,589.47	
Object 152000								Total:	564,239.56	0.00	564,239.56
FQA 06-870-470-386-JOB								Total:	564,239.56	0.00	564,239.56

FQA: 06-871-215-000-000

GF SAVINGS-DENFELD

Object: 152000

BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/21/2012	FF&E APP 5		00626478	V87763	JOHNSON CONTROLS INC	F F & E APPLICATION 5	834313	OH	40,068.43	0.00	40,068.43
Object 152000								Total:	40,068.43	0.00	40,068.43

GL Transactions by Object Code within Org. Key

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FQA 06-871-215-000-000 Total: 40,068.43 0.00 40,068.43

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
12/17/2012	7120	219675	00626361	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	833864	OH	1,212.44	0.00	1,212.44
12/21/2012	EAST APP 25		00626473	V02687	HARBOR CITY MASONRY	EAST APPLICATION 25	834313	OH	4,935.88	0.00	4,935.88
12/21/2012	EAST APP 8		00626469	V106953	GRAZZINI BROTHERS AND	EAST APPLICATION 8	834313	OH	5,833.39	0.00	5,833.39
12/21/2012	FF&E APP 5		00626478	V87763	JOHNSON CONTROLS INC	F F & E APPLICATION 5	834313	OH	35,583.29	0.00	35,583.29
Object 152000 Total:									47,565.00	0.00	47,565.00
FQA 06-871-220-000-000 Total:									47,565.00	0.00	47,565.00

FQA: 06-871-320-000-000 GEN FUND SAVINGS-ORDEAN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/21/2012	FF&E APP 5		00626478	V87763	JOHNSON CONTROLS INC	F F & E APPLICATION 5	834313	OH	39,378.23	0.00	39,378.23
Object 152000 Total:									39,378.23	0.00	39,378.23
FQA 06-871-320-000-000 Total:									39,378.23	0.00	39,378.23

FQA: 06-873-350-000-000 LRFPLINCOLN PK MIDDLE SCHOOL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/03/2012	162541		00626107	V104710	RJF AGENCIES INC	BUILDING ACQUISITION/CONSTRUCT	832166	OH	179.34	0.00	179.34
12/05/2012	144171	218847	00626210	V108007	HUNT ELECTRIC CORP	BUILDING ACQUISITION/CONSTRUCT	832711	OH	3,021.99	0.00	3,021.99
12/05/2012	080330.43-12	218831	00626222	V21575	L H B ENGINEERS AND	BUILDING ACQUISITION/CONSTRUCT	832711	OH	1,948.65	0.00	1,948.65
12/10/2012	158760	219078	00626216	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	833074	OH	4,754.89	0.00	4,754.89
12/17/2012	7118	219674	00626361	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	833864	OH	1,304.85	0.00	1,304.85
12/21/2012	WEST PROF		00626478	V87763	JOHNSON CONTROLS INC	WEST PROF FEE APP 40	834313	OH	48,689.89	0.00	48,689.89
12/21/2012	WMS APP 1		00626501	V102734	VIELE CONTRACTING INC	WEST MIDDLE APP 1	834313	OH	19,610.00	0.00	19,610.00
12/21/2012	WMS APP 10		00626485	V106727	MOLIN CONCRETE PRODUCTS	COWEST MIDDLE APP 10	834313	OH	104,907.60	0.00	104,907.60
12/21/2012	FF&E APP 5		00626478	V87763	JOHNSON CONTROLS INC	F F & E APPLICATION 5	834313	OH	14,661.24	0.00	14,661.24
12/21/2012	WMS APP 3		00626475	V107435	HOCKENBERGS EQUIPMENT &	WEST MIDDLE APP 3	834313	OH	25,309.11	0.00	25,309.11
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	7,151.00	0.00	7,151.00
12/21/2012	WMS APP 4		00626492	V61878	SCHINDLER ELEVATOR CORP	WEST MIDDLE APP 4	834313	OH	3,601.00	0.00	3,601.00
12/21/2012	WMS APP 6		00626468	V107128	GOPHER STAGE LIGHTING	WEST MIDDLE APP 6	834313	OH	12,146.35	0.00	12,146.35

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12/21/2012	WMS APP 7	00626476	V92302	HOVLAND MASONRY INC	WEST MIDDLE APP 7	834313	OH	12,546.50	0.00	12,546.50
12/21/2012	WMS KA	00626478	V87763	JOHNSON CONTROLS INC	WEST KRAUS 10-11/12	834313	OH	50,535.54	0.00	50,535.54
12/28/2012	080330.43-13220173	00626543	V21575	L H B ENGINEERS AND	BUILDING ACQUISITION/CONSTRUCT	834755	OH	1,203.30	0.00	1,203.30
01/10/2013	78529 221030		V100769	AMERICAN ENGINEERING &	BUILDING ACQUISITION/CONSTRUCT	835945	OH	560.00	0.00	560.00
01/10/2013	145480 221031		V108007	HUNT ELECTRIC CORP	BUILDING ACQUISITION/CONSTRUCT	835945	OH	2,175.00	0.00	2,175.00
						Object 152000	Total:	314,306.25	0.00	314,306.25
						FQA 06-873-350-000-000	Total:	314,306.25	0.00	314,306.25

FQA: 06-873-550-000-000

LRFP PIEDMONT LINCOLN

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>
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	635.06	0.00	635.06
12/21/2012	FF&E APP 5		00626478	V87763	JOHNSON CONTROLS INC	F F & E APPLICATION 5	834313	OH	7,009.30	0.00	7,009.30
12/21/2012	PIED FINAL		00626486	V62693	NORTHLAND CONSTRUCTORS INC	PIEDMONT FINAL APPLICATION	834313	OH	202,263.00	0.00	202,263.00
12/26/2012	03566.000036219995		00626535	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	834464	OH	2,146.90	0.00	2,146.90
12/26/2012	3566.000036.119994		00626535	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	834464	OH	86.40	0.00	86.40
12/26/2012	3566.000024.119993		00626535	V92312	FRYBERGER BUCHANAN SMITH &	BUILDING ACQUISITION/CONSTRUCT	834464	OH	480.50	0.00	480.50
						Object 152000	Total:	212,621.16	0.00	212,621.16	
						FQA 06-873-550-000-000	Total:	212,621.16	0.00	212,621.16	

FQA: 06-874-320-000-000

COP 2010C-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>
12/07/2012	JE509142			N/A..N/A		RECLASS BENSON ELECTRIC	832934	JE	0.00	12,957.56	-12,957.56
						Object 152000	Total:	0.00	12,957.56	-12,957.56	
						FQA 06-874-320-000-000	Total:	0.00	12,957.56	-12,957.56	

FQA: 06-876-200-000-000

COP 2012A

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>
12/07/2012	02250DP	EARN REG		7066		BERNDT, BETTY GRS.	832709	3	489.00	0.00	489.00
12/21/2012	02260DP	EARN REG		7066		BERNDT, BETTY GRS.	834160	3	586.80	0.00	586.80
01/04/2013	02010DP	EARN REG		7066		BERNDT, BETTY GRS.	834841	3	277.10	0.00	277.10
						Object 118501	Total:	1,352.90	0.00	1,352.90	

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GL Ledger Code: GL
 Fiscal Year: 2013
 Object: 121000 FICA/MEDICARE

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Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/07/2012	02250DP	CONT REG		N/A..N/A		COP 2012A	832709	2	32.50	0.00	32.50
12/21/2012	02260DP	CONT REG		N/A..N/A		COP 2012A	834160	2	39.25	0.00	39.25
01/04/2013	02010DP	CONT REG		N/A..N/A		COP 2012A	834841	2	18.12	0.00	18.12
Object 121000							Total:		89.87	0.00	89.87

Object: 121400 PERA

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/07/2012	02250DP	CONT REG		N/A..N/A		COP 2012A	832709	2	35.45	0.00	35.45
12/21/2012	02260DP	CONT REG		N/A..N/A		COP 2012A	834160	2	42.54	0.00	42.54
01/04/2013	02010DP	CONT REG		N/A..N/A		COP 2012A	834841	2	20.09	0.00	20.09
Object 121400							Total:		98.08	0.00	98.08

Object: 127000 WORKERS COMPENSATION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/07/2012	02250DP	CONT REG		N/A..N/A		COP 2012A	832709	2	1.96	0.00	1.96
12/21/2012	02260DP	CONT REG		N/A..N/A		COP 2012A	834160	2	2.35	0.00	2.35
01/04/2013	02010DP	CONT REG		N/A..N/A		COP 2012A	834841	2	1.11	0.00	1.11
Object 127000							Total:		5.42	0.00	5.42

Object: 128000 UNEMPLOYMENT COMPENSATION

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/07/2012	02250DP	CONT REG		N/A..N/A		COP 2012A	832709	2	3.42	0.00	3.42
12/21/2012	02260DP	CONT REG		N/A..N/A		COP 2012A	834160	2	4.11	0.00	4.11
01/04/2013	02010DP	CONT REG		N/A..N/A		COP 2012A	834841	2	1.94	0.00	1.94
Object 128000							Total:		9.47	0.00	9.47

FQA 06-876-200-000-000 Total: 1,555.74 0.00 1,555.74

FQA: 06-876-220-000-000 COP 2012A-EAST HIGH SCHOOL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/21/2012	EAST APP 25		00626473	V02687	HARBOR CITY MASONRY	EAST APPLICATION 25	834313	OH	21,011.18	0.00	21,011.18
12/21/2012	EAST APP 9		00626472	V106952	HANSON STRUCTURAL PRECAST	EAST APPLICATION 9	834313	OH	31,559.35	0.00	31,559.35
12/21/2012	EAST APP 8		00626469	V106953	GRAZZINI BROTHERS AND	EAST APPLICATION 8	834313	OH	3,309.86	0.00	3,309.86
Object 152000							Total:		55,880.39	0.00	55,880.39

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Fiscal Year: 2013

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FQA 06-876-220-000-000 Total: 55,880.39 0.00 55,880.39

FQA: 06-876-320-000-000 COP 2012A-ORDEAN EAST MIDDLE

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/07/2012	JE509142			N/A..N/A		RECLASS BENSON ELECTRIC	832934	JE	12,957.56	0.00	12,957.56
12/10/2012	143987	219076	00626210	V108007	HUNT ELECTRIC CORP	BUILDING ACQUISITION/CONSTRUCT	833074	OH	573.33	0.00	573.33
12/10/2012	158747	219165	00626216	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	833074	OH	3,574.49	0.00	3,574.49
12/17/2012	7119	219673	00626361	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	833864	OH	1,027.71	0.00	1,027.71
12/21/2012	ORD 3210		00626486	V62693	NORTHLAND CONSTRUCTORS INC	ORDEAN 3210 APPLICATION 5	834313	OH	24,733.40	0.00	24,733.40
12/21/2012	ORD APP		00626488	V107589	PARSONS ELECTRIC LLC	ORDEAN FINAL APPLICATION	834313	OH	7,306.10	0.00	7,306.10
12/21/2012	ORD APP 3		00626484	V107942	MIDWEST TENNIS & TRACK CO	ORDEAN APPLICATION 3	834313	OH	34,509.70	0.00	34,509.70
12/21/2012	ORD 3212		00626486	V62693	NORTHLAND CONSTRUCTORS INC	ORDEAN 3212 APPLICATION 5	834313	OH	10,925.00	0.00	10,925.00
12/21/2012	ORD APP 10		00626499	V107499	UPPER MIDWEST ATHLETIC	ORDEAN APPLICATION 10	834313	OH	492.82	0.00	492.82
12/21/2012	ORD APP 7		00626456	V107055	ANDERSON-LADD INC	ORDEAN FINAL APPLICATION	834313	OH	9,515.35	0.00	9,515.35
12/21/2012	ORD APP 6		00626462	V87982	CENTURY FENCE COMPANY	ORDEAN APPLICATION 6	834313	OH	8,327.70	0.00	8,327.70
Object 152000 Total:									113,943.16	0.00	113,943.16
FQA 06-876-320-000-000 Total:									113,943.16	0.00	113,943.16

FQA: 06-876-435-000-000 COP 2012A-CONGDON PARK

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
12/03/2012	11/3/12 MAIN		00626136	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	832166	OH	318.38	0.00	318.38
12/10/2012	516161-0	309550	00626248	V04241	NORTHERN BUSINESS	SAME AS ABOVE	833074	OH	150.84	0.00	150.84
12/21/2012	CGDN APP 1		00626457	V104441	BARTLEY SALES CO INC	CONGDON APPLICATION 1	834313	OH	84.15	0.00	84.15
12/21/2012	CGDN 11/12		00626481	V105888	KRAUS-ANDERSON	NOV 12 REIMBURSABLES	834313	OH	9,663.46	0.00	9,663.46
12/21/2012	537		00626479	V106763	KELLEHER CONSTRUCTION	CONGDON APPLICATION 5	834313	OH	33,001.10	0.00	33,001.10
12/21/2012	CGDN APP 2		00626490	V106725	RED CEDAR STEEL ERECTORS INC	CONGDON APPLICATION 2	834313	OH	44,965.88	0.00	44,965.88
12/21/2012	CGDN APP 1		00626470	V03595	H AND B SPECIALIZED	CONGDON APPLICATION 1	834313	OH	227.05	0.00	227.05
12/21/2012	CGDN APP 2		00626465	V108048	CUSTOM DRYWALL INC	CONGDON APPLICATION 2	834313	OH	11,411.40	0.00	11,411.40
12/21/2012	CGDN APP 2		00626486	V62693	NORTHLAND CONSTRUCTORS INC	CONGDON APPLICATION 2	834313	OH	76,692.60	0.00	76,692.60
12/21/2012	CGDN APP 3		00626460	V105879	BELKNAP ELECTRIC	CONGDON APPLICATION 3	834313	OH	6,794.40	0.00	6,794.40
12/21/2012	CGDN APP 4		00626473	V02687	HARBOR CITY MASONRY	CONGDON APPLICATION 4	834313	OH	48,593.73	0.00	48,593.73
12/21/2012	CGDN APP 1		00626467	V107093	GARLAND DBS INC	CONGDON APPLICATION 1	834313	OH	130,061.03	0.00	130,061.03
12/21/2012	CGDN APP 4		00626474	V107973	HECIMOVICH MECH CONT	CONGDON APPLICATION 4	834313	OH	23,361.47	0.00	23,361.47
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	7,148.01	0.00	7,148.01

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12/21/2012	CGDN APP 4	00626483	V00917	LIPE BROS CONST INC	CONGDON APPLICATION 4	834313	OH	3,036.68	0.00	3,036.68	
12/21/2012	CGDN KA	00626478	V87763	JOHNSON CONTROLS INC	CONGDON KRAUS 11/12	834313	OH	10,534.98	0.00	10,534.98	
12/21/2012	CGDN PROF	00626478	V87763	JOHNSON CONTROLS INC	CONGDON PROF FEE APP 23	834313	OH	13,230.26	0.00	13,230.26	
12/21/2012	PGM MGMT	00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	2,294.50	0.00	2,294.50	
12/26/2012	11/2-12/3/12	00626603	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	834464	OH	1,337.28	0.00	1,337.28	
12/26/2012	11/28/12 MN	00626562	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	834464	OH	263.97	0.00	263.97	
Object 152000								Total:	423,171.17	0.00	423,171.17

Object: 182000 DUES,MMBERSHIP,SFTWRE LIC,FEES

<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>
12/03/2012	11/29/12	729921	00626012	V12580	CITY OF DULUTH MINNESOTA	SAME AS ABOVE	832166	OH	4,368.06	0.00	4,368.06
Object 182000								Total:	4,368.06	0.00	4,368.06
FQA 06-876-435-000-000								Total:	427,539.23	0.00	427,539.23

FQA: 06-876-470-000-000 COP 2012A-MEYERS WILKINS

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>
12/03/2012	11/3/12 MAIN		00626136	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	832166	OH	737.52	0.00	737.52
12/10/2012	516161-0	309550	00626248	V04241	NORTHERN BUSINESS	BUILDING ACQUISITION/CONSTRUCT	833074	OH	280.73	0.00	280.73
12/21/2012	12-230.2		00626491	V106831	RTL CONSTRUCTION	MYERS-WILKINS APP 2	834313	OH	28,500.00	0.00	28,500.00
12/21/2012	MWE APP 2		00626496	V61015	SUPERIOR GLASS INC	MYERS-WILKINS APP 2	834313	OH	20,149.39	0.00	20,149.39
12/21/2012	MWE APP 2		00626469	V106953	GRAZZINI BROTHERS AND	MYERS-WILKINS APP 2	834313	OH	142.50	0.00	142.50
12/21/2012	MWE APP 2		00626464	V108047	CROSSROAD CONSTRUCTION INCMYERS-WILKINS APP 2	MYERS-WILKINS APP 2	834313	OH	6,029.27	0.00	6,029.27
12/21/2012	MWE APP 1		00626493	V61525	SELL HARDWARE INC	MYERS-WILKINS APP 1	834313	OH	3,857.67	0.00	3,857.67
12/21/2012	MWE APP 1		00626485	V106727	MOLIN CONCRETE PRODUCTS COMYERS-WILKINS APP 1	MYERS-WILKINS APP 1	834313	OH	43,274.40	0.00	43,274.40
12/21/2012	MWE 11/12		00626461	V107094	BOSSARDT CORPORATION	NOV 12 REIMBURSABLES	834313	OH	8,725.15	0.00	8,725.15
12/21/2012	GRNT PROF		00626478	V87763	JOHNSON CONTROLS INC	GRANT PROF FEE 21	834313	OH	30,289.60	0.00	30,289.60
12/21/2012	6634		00626498	V03601	ULLAND BROTHERS INC	MYERS-WILKINS APP 3	834313	OH	11,554.49	0.00	11,554.49
12/21/2012	533		00626479	V106763	KELLEHER CONSTRUCTION	MYERS-WILKINS APP 4	834313	OH	19,095.00	0.00	19,095.00
12/21/2012	251102305		00626467	V107093	GARLAND DBS INC	MYERS-WILKINS APP 1	834313	OH	140,105.35	0.00	140,105.35
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	2,676.80	0.00	2,676.80
12/21/2012	MWE BOSS		00626478	V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 11/12	834313	OH	11,246.22	0.00	11,246.22
12/21/2012	MWE APP 5		00626494	V105887	SHANNON'S INC	MYERS-WILKINS APP 5	834313	OH	2,009.67	0.00	2,009.67
12/21/2012	1475-1		00626477	V108072	INDUSTRIAL CONSTRUCTION	MYERS-WILKINS APP 1	834313	OH	36,252.00	0.00	36,252.00
12/21/2012	MWE APP 5		00626460	V105879	BELKNAP ELECTRIC	MYERS-WILKINS APP 5	834313	OH	33,891.96	0.00	33,891.96
12/21/2012	120230-5		00626500	V102745	VEIT AND COMPANY INC	MYERS-WILKINS APP 5	834313	OH	26,396.14	0.00	26,396.14
12/21/2012	MWE APP 3		00626497	V106468	THELEN HEATING & ROOFING INC	MYERS-WILKINS APP 3	834313	OH	22,074.20	0.00	22,074.20

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12/21/2012	MWE APP 3	00626466	V108012	D & M IRON WORKS INC	MYERS-WILKINS APP 3	834313	OH	14,488.45	0.00	14,488.45
12/21/2012	MWE APP 3	00626459	V105889	BEDROCK-FLINT INC	MYERS-WILKINS APP 3	834313	OH	125,020.00	0.00	125,020.00
12/21/2012	MWE APP 3	00626455	V37181	A W KUETTEL AND SONS INC	MYERS-WILKINS APP 3	834313	OH	1,092.50	0.00	1,092.50
12/26/2012	0066652-IN	00626593	V92769	TWIN PORTS TESTING	BUILDING ACQUISITION/CONSTRUCT	834464	OH	1,426.50	0.00	1,426.50
12/26/2012	11/2-12/3/12	00626603	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	834464	OH	1,488.31	0.00	1,488.31
12/26/2012	11/28/12 MN	00626562	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	834464	OH	411.00	0.00	411.00
01/10/2013	78529		V100769	AMERICAN ENGINEERING &	BUILDING ACQUISITION/CONSTRUCT	835945	OH	640.00	0.00	640.00
						Object 152000	Total:	591,854.82	0.00	591,854.82
						FQA 06-876-470-000-000	Total:	591,854.82	0.00	591,854.82

FQA: 06-876-510-000-000

COP 2012A-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>
12/21/2012	FF&E APP 5		00626478	V87763	JOHNSON CONTROLS INC	F F & E APPLICATION 5	834313	OH	8,561.96	0.00	8,561.96
01/07/2013	147669	220590	00626638	V106040	AYRES ASSOCIATES	BUILDING ACQUISITION/CONSTRUCT	835259	OH	2,421.17	0.00	2,421.17
						Object 152000	Total:	10,983.13	0.00	10,983.13	
						FQA 06-876-510-000-000	Total:	10,983.13	0.00	10,983.13	

FQA: 06-876-525-000-000

COP 2012A-LAURA MACARTHUR

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>
12/13/2012	LMAC APP 2		00625977	V00596	TRANE USA INC	MACARTHUR APPLICATION 2	833472	TR	0.00	5,760.55	-5,760.55
12/13/2012	LMAC APP 2		00626296	V00596	TRANE USA INC	MACARTHUR APPLICATION 2	833569	OH	5,760.55	0.00	5,760.55
12/21/2012	FF&E APP 5		00626478	V87763	JOHNSON CONTROLS INC	F F & E APPLICATION 5	834313	OH	8,628.37	0.00	8,628.37
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	3,721.17	0.00	3,721.17
01/10/2013	78529			V100769	AMERICAN ENGINEERING &	BUILDING ACQUISITION/CONSTRUCT	835945	OH	560.00	0.00	560.00
						Object 152000	Total:	18,670.09	5,760.55	12,909.54	
						FQA 06-876-525-000-000	Total:	18,670.09	5,760.55	12,909.54	

FQA: 06-877-435-000-000

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>
12/03/2012	11/3/12 MAIN		00626136	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	832166	OH	343.88	0.00	343.88
12/10/2012	516161-0	309550	00626248	V04241	NORTHERN BUSINESS	SAME AS ABOVE	833074	OH	167.60	0.00	167.60
12/13/2012	MN10057198	219419	00626306	V107327	ARC	BUILDING ACQUISITION/CONSTRUCT	833567	OH	207.16	0.00	207.16

User: PLBLAL PEGGY L BLALOCK
 Report: GLTRNS_DISD_parts_daGL Transactions Detail

Page: 9

Current Date: 01/14/2013
 Time: 09:06:37

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2013

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12/21/2012	537		00626479	V106763	KELLEHER CONSTRUCTION	CONGDON APPLICATION 5	834313	OH	19,800.66	0.00	19,800.66	
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	6,956.23	0.00	6,956.23	
12/21/2012	CGDN 11/12		00626481	V105888	KRAUS-ANDERSON	NOV 12 REIMBURSABLES	834313	OH	9,663.47	0.00	9,663.47	
12/21/2012	CGDN APP 1		00626457	V104441	BARTLEY SALES CO INC	CONGDON APPLICATION 1	834313	OH	47.20	0.00	47.20	
12/21/2012	CGDN APP 2		00626465	V108048	CUSTOM DRYWALL INC	CONGDON APPLICATION 2	834313	OH	9,990.20	0.00	9,990.20	
12/21/2012	CGDN APP 2		00626490	V106725	RED CEDAR STEEL ERECTORS INC	CONGDON APPLICATION 2	834313	OH	26,284.12	0.00	26,284.12	
12/21/2012	CGDN APP 3		00626460	V105879	BELKNAP ELECTRIC	CONGDON APPLICATION 3	834313	OH	59,796.80	0.00	59,796.80	
12/21/2012	CGDN APP 4		00626473	V02687	HARBOR CITY MASONRY	CONGDON APPLICATION 4	834313	OH	34,372.38	0.00	34,372.38	
12/21/2012	CGDN APP 4		00626474	V107973	HECIMOVICH MECH CONT	CONGDON APPLICATION 4	834313	OH	283,282.31	0.00	283,282.31	
12/21/2012	CGDN APP 4		00626483	V00917	LIPE BROS CONST INC	CONGDON APPLICATION 4	834313	OH	9,558.42	0.00	9,558.42	
12/21/2012	CGDN KA		00626478	V87763	JOHNSON CONTROLS INC	CONGDON KRAUS 11/12	834313	OH	10,534.98	0.00	10,534.98	
12/21/2012	CGDN PROF		00626478	V87763	JOHNSON CONTROLS INC	CONGDON PROF FEE APP 23	834313	OH	13,230.26	0.00	13,230.26	
12/21/2012	PGM MGMT		00626478	V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	2,294.50	0.00	2,294.50	
12/26/2012	11/2-12/3/12		00626603	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	834464	OH	1,337.29	0.00	1,337.29	
12/26/2012	11/28/12 MN		00626562	V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	834464	OH	263.98	0.00	263.98	
01/07/2013	179382	309612	00626658	V44924	EPA AUDIO VISUAL INC	WV-SW559 PANASONIC IP OUTDOOR	835259	OH	50,884.00	0.00	50,884.00	
01/07/2013	179382	309612	00626658	V44924	EPA AUDIO VISUAL INC	SBSDRH-008G-A11 8 GIG SD CARD	835259	OH	583.00	0.00	583.00	
01/07/2013	179382	309612	00626658	V44924	EPA AUDIO VISUAL INC	PWM-484S PANASONIC OUTDOOR HOU	835259	OH	2,318.00	0.00	2,318.00	
Object 152000									Total:	541,916.44	0.00	541,916.44

Object: 182000 DUES,MMBERSHIP,SFTWRE LIC,FEES

<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>	
12/03/2012	11/29/12	729921	00626012	V12580	CITY OF DULUTH MINNESOTA	SAME AS ABOVE	832166	OH	2,063.12	0.00	2,063.12	
Object 182000									Total:	2,063.12	0.00	2,063.12
FQA 06-877-435-000-000									Total:	543,979.56	0.00	543,979.56

FQA: 06-877-470-000-000 GEN FD SAVINGS-MEYERS WILKINS

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>
12/03/2012	11/3/12 MAIN		00626136	V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	832166	OH	266.58	0.00	266.58
12/10/2012	516161-0	309550	00626248	V04241	NORTHERN BUSINESS	SAME AS ABOVE	833074	OH	100.56	0.00	100.56
12/13/2012	MN10057198		00626306	V107327	ARC	BUILDING ACQUISITION/CONSTRUCT	833567	OH	207.16	0.00	207.16
12/17/2012	901757	219682	00626400	V100715	PER MAR SECURITY SERVICES	BUILDING ACQUISITION/CONSTRUCT	833864	OH	2,985.00	0.00	2,985.00
12/21/2012	120230-5		00626500	V102745	VEIT AND COMPANY INC	MYERS-WILKINS APP 5	834313	OH	30,795.51	0.00	30,795.51
12/21/2012	533		00626479	V106763	KELLEHER CONSTRUCTION	MYERS-WILKINS APP 4	834313	OH	38,190.00	0.00	38,190.00
12/21/2012	GRNT PROF		00626478	V87763	JOHNSON CONTROLS INC	GRANT PROF FEE 21	834313	OH	15,144.80	0.00	15,144.80
12/21/2012	MWE 11/12		00626461	V107094	BOSSARDT CORPORATION	NOV 12 REIMBURSABLES	834313	OH	4,362.57	0.00	4,362.57

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2013

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12/21/2012	MWE APP 1		00626493 V61525	SELL HARDWARE INC	MYERS-WILKINS APP 1	834313	OH	10,483.34	0.00	10,483.34		
12/21/2012	MWE APP 2		00626464 V108047	CROSSROAD CONSTRUCTION INC	MYERS-WILKINS APP 2	834313	OH	5,249.72	0.00	5,249.72		
12/21/2012	MWE APP 2		00626496 V61015	SUPERIOR GLASS INC	MYERS-WILKINS APP 2	834313	OH	4,931.41	0.00	4,931.41		
12/21/2012	12-230.2		00626491 V106831	RTL CONSTRUCTION	MYERS-WILKINS APP 2	834313	OH	19,000.00	0.00	19,000.00		
12/21/2012	MWE APP 3		00626455 V37181	A W KUETTEL AND SONS INC	MYERS-WILKINS APP 3	834313	OH	1,638.75	0.00	1,638.75		
12/21/2012	PGM MGMT		00626478 V87763	JOHNSON CONTROLS INC	PRGM MGMT FEE APP 53	834313	OH	5,353.60	0.00	5,353.60		
12/21/2012	MWE APP 3		00626459 V105889	BEDROCK-FLINT INC	MYERS-WILKINS APP 3	834313	OH	62,510.00	0.00	62,510.00		
12/21/2012	MWE APP 3		00626497 V106468	THELEN HEATING & ROOFING INC	MYERS-WILKINS APP 3	834313	OH	16,351.78	0.00	16,351.78		
12/21/2012	MWE APP 4		00626480 V107943	KELLINGTON CONSTRUCTION INC	MYERS-WILKINS APP 4	834313	OH	11,434.27	0.00	11,434.27		
12/21/2012	MWE APP 5		00626460 V105879	BELKNAP ELECTRIC	MYERS-WILKINS APP 5	834313	OH	74,562.32	0.00	74,562.32		
12/21/2012	MWE APP 5		00626494 V105887	SHANNON'S INC	MYERS-WILKINS APP 5	834313	OH	3,678.14	0.00	3,678.14		
12/21/2012	MWE BOSS		00626478 V87763	JOHNSON CONTROLS INC	MYERS-WILKINS BOSS 11/12	834313	OH	5,623.11	0.00	5,623.11		
12/26/2012	11/2-12/3/12		00626603 V92344	WATER AND GAS DEPT	BUILDING ACQUISITION/CONSTRUCT	834464	OH	744.16	0.00	744.16		
12/26/2012	0066652-IN		00626593 V92769	TWIN PORTS TESTING	BUILDING ACQUISITION/CONSTRUCT	834464	OH	475.50	0.00	475.50		
12/26/2012	11/28/12 MN		00626562 V44024	MN POWER AND LIGHT CO	BUILDING ACQUISITION/CONSTRUCT	834464	OH	205.50	0.00	205.50		
01/07/2013	179383	309613	00626658 V44924	EPA AUDIO VISUAL INC	WV-SW559 PANASONIC IP OUTDOOR	835259	OH	57,595.00	0.00	57,595.00		
01/07/2013	179383	309613	00626658 V44924	EPA AUDIO VISUAL INC	PWM484S PANASONIC OUTDOOR HOUS	835259	OH	2,440.00	0.00	2,440.00		
01/07/2013	179383	309613	00626658 V44924	EPA AUDIO VISUAL INC	SBSDRH-008G-A11, 8 GIG SD CARD	835259	OH	660.00	0.00	660.00		
								Object 152000	Total:	374,988.78	0.00	374,988.78
								FQA 06-877-470-000-000	Total:	374,988.78	0.00	374,988.78
								Grand Total:	<u>4,549,895.50</u>	<u>55,752.01</u>	<u>4,494,143.49</u>	

Long-Range Facilities Plan Status Report
Provided by Johnson Controls, Inc.
February 4, 2013

Project Construction

- Myers-Wilkins Elementary –Load bearing masonry work for the Classroom Addition structure has been slowed by cold temperatures. Meanwhile, contractors are focused on making as much progress as possible in other areas of the project. Painting has started in the upper floors of the existing building. Ceiling grid will be installed as mechanical / electrical work permits. Project will be complete August, 2013.

- Congdon Elementary – Exterior masonry will proceed around March 1 following delivery of limestone and brick. Third floor above ceiling inspections are being done, so ceiling grid can continue in February. Second floor drywall and taping will be completed by March 1st. Kitchen mechanical / electrical rough-ins have started. Other mechanical / electrical work is continuing. Project will be complete August, 2013.



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 730 E. 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: School Board Members

From: Kerry M. Leider

Date: January 31, 2013

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 January:

Denfeld High School

Denfeld HS LRFP – Plumbing & Heat Piping/HVAC/Temp Controls

Change Order #11, Bid #1176, BP #3 (Contract #0610) – RJS Construction Group, LLC

Change Order decrease for revisions to concrete patching and miscellaneous flooring revisions in the existing building

Deduct: \$7,872.00

All Change Orders for Denfeld High School as listed above reflect a total decrease of \$7,872.00.

East High School

East HS LRFP – Running Track Surfacing

Change Order #3, Bid #1175, BP #4 (Contract #3339) – Midwest Tennis and Track Company

Change Order no cost to District to provide patching of synthetic track surfacing, color coating and restriping to match existing surfaces on the track

Add: \$0.00

All Change Orders for East High School as listed above reflect a total increase of \$0.00.

Eastern (Ordean East) Middle School

Eastern MS LRFP – Roofing and Flashing/Mechanical

Change Order #44, Bid #1165, WS #11/29 – Thelen Heating and Roofing, Inc.

Change Order decrease to eliminate the electrical meter

Deduct: \$2,016.00

Eastern MS LRFP – Ceramic Tile

Change Order #7, Bid 1165, WS #17 – CD Tile and Stone, Inc
Change Order increase to revise three pool markings and remove and reinstall wall tile at the toilet outlets

Add: \$1,359.00

Eastern MS LRFP – Ceramic Tile

Change Order #8, Bid 1165, WS #17 – CD Tile and Stone, Inc
Change Order increase to reinstall wall tile at the hand dryers, light switches, partitions and changing stations

Add: \$2,659.00

Eastern MS LRFP – Paint and Coating/Wall Covering

Change Order #15, Bid 1165, WS #21 – Fransen Decorating, Inc
Change Order increase for additional painting of the Smartboard attachment

Add: \$870.00

Eastern MS LRFP – Electrical

Change Order #6, Bid 1165, WS #28 – Gorham Oien Mechanical, Inc.
Change Order increase to drain, clean out and reset the dry valve, install a 2” drain and add a pressure switch

Add: \$1,400.00

Eastern MS LRFP – Electrical

Change Order #39, Bid 1165, WS #30 – Benson Electric Company
Change Order increase to install emergency light fixtures in the gym, provide stairwell lighting, install a lockdown button for the main office, add support cabling in the cafeteria above ceilings, connect existing gym pendant lighting to dimming system and connect sound system wiring

Add: \$10,498.00

Eastern MS LRFP – Electrical

Change Order #41, Bid 1165, WS #30 – Benson Electric Company
Change Order increase to add exit and emergency lighting and dry sprinkler control, and add outlets, receptacles and light fixtures

Add: \$8,944.00

Eastern MS LRFP – Electrical

Change Order #42, Bid 1165, WS #30 – Benson Electric Company
Change Order increase to modify six fire alarm devices in the '66 addition due to whiteboard interference

Add: \$997.00

All Change Orders for Eastern (Ordean East) Middle School as listed above reflect a total increase of \$24,711.00.

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Congdon Park Elementary School

Congdon Park ES LRFP – Site Earthwork, Excavation and Utilities

Change Order #4, Bid 1222 (WS #1) – Northland Constructors of Duluth, LLC

Change Order increase to connect the 18” storm pipe to the newly place manhole, delete Alternate #4 from the original bid due to storm sewer layout revisions, and break/remove rock for the storm pipe and footing

Add: \$20,129.00

Congdon Park ES LRFP – Masonry

Change Order #4, Bid 1223 (WS #5) – Harbor City Masonry, Inc

Change Order increase to lay CMU column and move the electrical room further south to avoid wet conditions found on the existing walls

Add: \$8,096.00

Congdon Park ES LRFP – Drywall/Plaster & Framing

Change Order #2 Bid 1223 (WS #15) – Custom Drywall, Inc

Change Order decrease to delete metal floor joists and cement board and add insulated metal stud walls with Dens-Glass sheathing for the attic demo

Deduct: \$463.00

All Change Orders for Congdon Park Elementary School as listed above reflect a total increase of \$27,762.00.

Myers-Wilkins (Grant) Elementary School

Myers-Wilkins ES LRFP – Demolition

Change Order #6 Bid 1215, BP #1, (Contract #0241) – Kellington Construction, Inc

Change Order increase to demo the existing moldy gypsum board ceiling in the new receiving area and for additional brick demolition not clearly shown on the plans

Add: \$3,542.00

Myers-Wilkins ES LRFP – Cast-in-Place Concrete

Change Order #3, Bid 1215, BP #1, (Contract #0330) – Kelleher Construction, Inc

Change Order increase to provide an extended housekeeping pad at the boiler room due to an existing thin pad

Add: \$4,877.00

Myers-Wilkins ES LRFP – Steel Erection

Change Order #2, Bid 1215, BP #1, (Contract #0510) – Industrial Construction Specialists

Change Order increase to install steel channel and angle for the new duct opening

Add: \$800.00

Myers-Wilkins ES LRF - Doors/Frames/Hardware - Supply

Change Order #4, Bid 1215, BP #1, (Contract #0810) – Sell Hardware, Inc
Change Order increase to provide frame type 5 in lieu of type 15 at door #303

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Add: \$174.00

Myers-Wilkins ES LRF - Aluminum Entrances/Storefronts/Windows/Glazing

Change Order #2, Bid 1215, BP #1, (Contract #0840) – Superior Glass, Inc
Change Order increase for additional prep work at the existing window openings to receive new windows

Add: \$780.00

Myers-Wilkins ES LRF - Concrete Filled Steel Piles

Change Order #1, Bid 1215-1, BP #1, (Contract #3162) – Veit and Company, Inc
Change Order increase for added cost due to pile obstructions and for pile overruns

Add: \$9,728.00

Myers-Wilkins ES LRF - Site Utilities

Change Order #2, Bid 1215, BP #1, (Contract #3301) – Ulland Brothers, Inc
Change Order increase to replace unsuitable soils, provide additional sand bedding at the storm water chamber due to contaminated soils, remove fence, reroute roof drain, replace the RC apron, add extension to the hydrant at 11th Street, glue and repair sanitary service and for additional excavation and backfill at the water service to the building

Add: \$9,867.00

All Change Orders for Myers-Wilkins Elementary School as listed above reflect a total increase of \$29,768.00.

West (Lincoln Park) Middle School

West MS LRF - Concrete

Change Order #7, Bid 1184, BP #2 (WS #3) – Kelleher Construction Corporation
Change Order increase for overtime to complete the auditorium steps

Add: \$1,819.00

West MS LRF - Drywall and Framing

Change Order #3, Bid 1184, BP #2 (WS #17) – Olympic Companies, Inc
Change Order increase to construct the curtain wall head detail in stair G, spray foam insulation to the exterior tube steel framing for the eyebrow supports at the gym and pool areas, and install the exterior flashing at the windows

Add: \$6,534.00

West MS LRF - Drywall and Framing

Change Order #4, Bid 1184, BP #2 (WS #17) – Olympic Companies, Inc
Change Order increase to provide additional fireproofing for 22 columns at the first floor area D

Add: \$4,400.00

West MS LRFP – Drywall and Framing

Change Order #5, Bid 1184, BP #2 (WS #17) – Olympic Companies, Inc

Change Order increase to delete the gypsum board ceiling above the audience ceiling room, construct 12 columns for a one-hour rating in the cafeteria, and add reveals and finish taping and constructing the side sloped wall to cover ducts associated with the auditorium clouds

Add: \$22,672.00

West MS LRFP – Drywall and Framing

Change Order #6, Bid 1184, BP #2 (WS #17) – Olympic Companies, Inc

Change Order decrease to construct the additional wall in stair G1 and delete the sound rated ceiling

Deduct: \$1,639.00

West MS LRFP Paint, Coatings and Wall Coverings

Change Order #4, Bid 1184, BP #2 (WS #23) – Fransen Decorating, Inc

Change Order decrease to eliminate painting due to deleting the ceiling in audience room 3300 and to delete intumescent paint coating on 12 steel columns in cafeteria 2100

Deduct: \$24,012.00

West MS LRFP – Miscellaneous Specialties

Change Order #5, Bid 1184, BP #2 (WS #26) – Kendell Doors and Hardware, Inc

Change Order increase to provide six additional mirrors for the locker rooms

Add: \$769.00

West MS LRFP – Fire Protection

Change Order #5, Bid 1184, BP #2 (WS #35) – Brothers Fire Protection, Inc

Change Order increase to pipe the fire pump casing relief valve outside through the exterior wall

Add: \$1,475.00

West MS LRFP – Mechanical

Change Order #12 Bid 1184, BP #2 (WS #36) – Gorham Oien Mechanical, Inc.

Change Order increase to provide five registers

Add: \$270.00

All Change Orders for West (Lincoln Park) Middle School as listed above reflect a total increase of \$12,288.00.

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.



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 730 E. 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: School Board Members

From: Kerry M. Leider

Date: January 31, 2013

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 January:

<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Golder Associates	\$3,000.00	Post-construction Condition Survey at 3216 Wellington Street

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.



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: January 17, 2013

Re: Easement Agreement at Myers-Wilkins School

On March 15, 2011, the Duluth School Board approved Resolution #B-3-11-2869 – Resolution Dedicating and Granting a New Pedestrian and Utility Easement to the City of Duluth. This permanent and perpetual easement is required in order to maintain the relocated pedestrian walkways and public utilities.

The relocation work and drawings have now been completed and the Easement is ready to be recorded by the City. Prior to doing so, the final easement agreement and related exhibits are hereby presented to the School Board as informational prior to execution by the School Board Chair. Attached please find the final Easement Agreement for your information.

Attachments

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT**, entered into this ___ day of _____, 20____ by and between **Independent School District #709** f/k/a the Board of Education of the City of Duluth, "Grantor" and the **City of Duluth**, a municipal corporation created and existing under the laws of the State of Minnesota, "Grantee":

WITNESSETH:

Whereas, Grantor is the owner of the property in St. Louis County, Minnesota legally described as follows (the "Property"):

Lots One (1), Two (2), Three (3) and Four (4), Block Twenty-six (26), and that part of vacated E. 11th Street, all in Lakeview Division of Duluth

AND

The Northerly Ninety-five (95) feet of Lots Fifteen (15) and Sixteen (16), and all of Lot Fourteen (14), Block Twenty-Six (26), and that part of vacated E. 11th Street, all in Lakeview Division of Duluth

and;

Whereas, Grantor wishes to convey to the Grantee an easement as hereinafter described for utilities and pedestrian purposes over the Property for the benefit of the Property and at no cost to Grantee.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant, sell, bargain and convey to Grantee in trust for the general public a permanent, perpetual and exclusive easement for utilities and pedestrian purposes, the location of which easement is more particularly described as follows:

Shown on **Exhibit A** attached hereto and made a part hereof, and

INDEPENDENT SCHOOL DISTRICT #709

By: _____
School Board President

ATTEST:

By: _____
Board Clerk

CITY OF DULUTH

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ and _____, the School Board President and Board Clerk of Independent School District #709, a public corporation and political subdivision under the laws of Minnesota on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____ and _____, the Mayor and

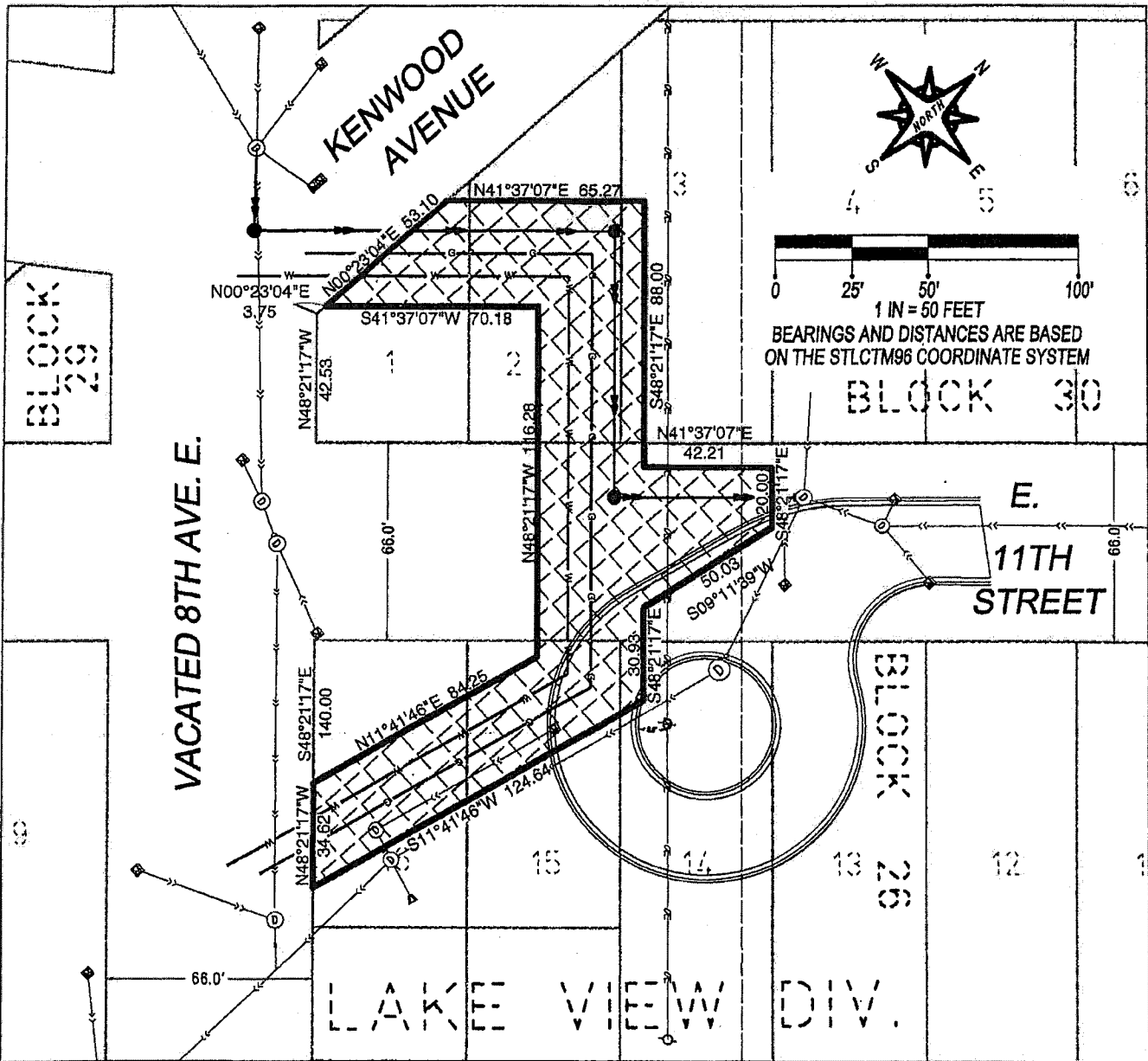
City Clerk of the City of Duluth, a municipal corporation and political subdivision created and existing under the laws of Minnesota on behalf of the corporation.

Notary Public

This instrument drafted by:
Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, Minnesota 55802-5150
DRO

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EXHIBIT



LEGAL DESCRIPTION: (UTILITY & PEDESTRIAN EASEMENT)

That part of Lots 14, 15, 16, Block 26, that part of Lots 1, 2, 3, Block 30 and that part of Vacated E. 11th Street, all in LAKE VIEW DIVISION of Duluth Minnesota described as follows: Commencing at the most southerly corner of said Lot 1, Block 30; thence N. 48°21'17" W., assumed bearing along the southwesterly line of said Lot 1, a distance of 42.53 feet; thence N. 00°23'04" E. 3.75 feet along the east line of Kenwood Avenue to the point of beginning of the tract to be described; thence continuing N. 00°23'04" E. 53.10 feet along the east line of said Kenwood Avenue; thence N. 41°37'07" E. 65.27 feet; thence S. 48°21'17" E. 88.00 feet; thence N. 41°37'07" E. 42.21 feet; thence S. 48°21'17" E. 20.00 feet; thence S. 09°11'39" W. 50.03 feet; thence S. 48°21'17" E. 30.93 feet; thence S. 11°41'46" W. 124.64 feet to the southwesterly line of said Lot 16, Block 26; thence N. 48°21'17" W. 34.62 feet along the southwesterly line of said Lot 16; thence N. 11°41'46" E. 84.25 feet; thence N. 48°21'17" W. 116.28 feet; thence S. 41°37'07" W. 70.18 feet to the point of beginning.

Containing 11,849.9 square feet.

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.

DATE 10-31-11

 JAMES W. FOWLDS MN. LIC. NO. 18164



ENGINEERS - SURVEYORS - PLANNERS
SALO ENGINEERING, INC.
 4580 Norway Pines Place - Duluth, Minnesota 55802
 SALO JOB NUMBER: E-18728 218/727-8796

DEC - 6 2011

REG
 EXHIBIT
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