

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting - October 14, 2013 - 7:00 PM
Wayzata City Hall, 600 Rice Street, Wayzata

AGENDA

1. CALL TO ORDER/ROLL CALL	4
2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS	5
Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed as a Consent Agenda item and addressed. Consent Agenda Items are as follows:	
A. Approval of Minutes	
1. Special Meeting - July 22, 2013	6
2. Regular Meeting - August 12, 2013	9
3. Regular Meeting - September 9, 2013	22
4. Special Meeting - September 23, 2013	37
B. Finance and Business Recommendations	42
C. Human Resource Recommendations	61
D. Assurance of Compliance with State and Federal Laws Prohibiting Discrimination	64
3. STUDENT CURRICULUM PRESENTATION	67
4. RECOGNITIONS	
A. October Employee(s) of the Month - Greenwood Elementary Custodial Team	68
B. Wayzata Public Schools 2013 - 2014 Retirees	69
C. NUMATS Award Ceremony Qualifiers	70
5. REPORTS FROM ORGANIZATIONS	71
This section of the agenda provides the opportunity for parent, teacher, and/or student associations/organizations to provide the School Board with reports/updates.	
A. Student Council	
6. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD	72
This section of the agenda provides an opportunity for those who have called and placed their names on the list and for members of the audience to address the School Board.	
7. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS	
A. Superintendent	
1. Board Policy and Regulations 403 and 403-R - Harassment and Violence - First Reading	73
2. Board Policy and Regulations 404 and 404-R - Drug Free Workplace/Drug Free School - First Reading	84
3. Board Policy and Regulations 406 and 406-R - Chemical Use and Abuse - First Reading	90
4. Board Policy and Regulations 415 and 415-R - Mandated Reporting of Child Neglect or Physical or Sexual Abuse - First Reading	99
5. Board Policy 417 - Employee Right To Know Exposure to Hazardous Substances - First Reading	110
B. Teaching and Learning	112
C. Finance and Business Services	
1. Monthly Financial Reports	113
2. Approval of WPS Dome Athletic Contracts	119
3. RESOLUTION TO APPROVE THE TWO YEAR ALTERNATIVE FACILITIES PROGRAM PROJECTS AND THE REVIEW AND COMMENT SUBMISSION TO THE COMMISSIONER OF MDE	288
4. RESOLUTION RELATING TO THE ISSUANCE OF SCHOOL BUILDING BONDS	327

AND THE RENEWAL OF AN EXPIRING CAPITAL PROJECT LEVY AUTHORIZATION,
AND CALLING AN ELECTION THEREON

D. Human Resource Services	373
8. OTHER BOARD ACTION	374
9. BOARD REPORTS	375
10. ADJOURN	376

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

MISSION

Our Core Purpose;

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

VISION

What We Intend to Create and Experience;

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

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student – no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment.

Community Trust, Confidence and Partnership:

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

Operational Excellence:

- Attraction, development and retention of exemplary, creative and valued employees;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA ITEM: 1. CALL TO ORDER/ROLL CALL

COMMENTS BY: Board Chair Droegemueller

John Moroz, Board Clerk, will call the roll:

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Sue H. Droegemueller	_____	_____
Ms. Susan Gaither	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Ms. Cheryl Polzin	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed as a Consent Agenda item and addressed. Consent Agenda Items are as follows:

- A. Approval of Minutes
 - 1. Special Meeting – July 22, 2013
 - 2. Regular Meeting – August 12, 2013
 - 3. Regular Meeting – September 9, 2013
 - 4. Special Meeting – September 23, 2013
- B. Finance and Business Recommendations
- C. Human Resource Recommendations
- D. Assurance of Compliance with State and Federal Laws Prohibiting Discrimination

RECOMMENDED ACTION: Approve the agenda as presented (amended) and the Consent Agenda items as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: A. Approval of Minutes

COMMENTS BY: Board Clerk Moroz

1. Special Meeting – July 22, 2013

Enclosed for Board review and approval are the minutes of the Special Board Meeting of July 22, 2013.

RECOMMENDED ACTION: Approve the minutes of the Special Board Meeting of July 22, 2013 as presented.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

Official Minutes of Special Meeting

July 22, 2013

The Board of Education Wayzata Public Schools

A Special Meeting of the Board of Education of Wayzata Public Schools was held July 22, 2013, beginning at 4:00 PM at the District Administration Building, 210 County Rd. 101 N., Plymouth, MN 55447.

1. CALL TO ORDER AND ROLL CALL

Call to Order

A Special Meeting of the Board of Education of Independent School District 284 was convened on Monday, July 22, 2013 at 4:00 p.m., in the Board Room of the District Administration Building, 210 County Road 101 North, Plymouth, Minnesota, pursuant to due notice.

The meeting was called to order by Board Chair, Ms. Susan Droegemueller, and Mr. John Moroz, Board Clerk, called the roll. The following School Board members were present: Ms. Linda Cohen, Ms. Susan H. Droegemueller, Ms. Susan Gaither, Mr. Jay Hesby, Mr. John Moroz, Ms. Cheryl Polzin, and Dr. Chace B. Anderson, Superintendent of Schools and Ex Officio member of the School Board. School Board members absent: Ms. Carter Peterson.

Others Present: Jim Westrum, Jill Johnson, Colleen Erickson, Amy Parnell, Jodi Olson, Scott McQueen, Lynae Schoen, Jon Deutsch, Lori Fildes, Kristin Tollison and Chris McCullough.

2. APPROVAL OF THE HOME BASE EMPLOYEES CONTRACT FOR 2013 – 2015

**Approval of the
Home Base
Employee Contract
For 2013-2015**

The District Bargaining Team and the Wayzata Union had reached agreement for the 2013-2015 contract. The Home Base Union membership voted unanimously on July 10, 2013 to ratify the contract. The language and costing model were presented to the board for their approval. The total package was within the Home Base Program's budget parameters.

The negotiation team members were: Kelly Gibbons, Amanda Reineck, Nate Mathias, Stef Nessen and Kristina Bjorke for the Home Base Employee unit. Representing the District were Marlys Dorfer, Sharon Folz-Ringstrom, Bob Wittman, Lynn Zemlin, Cheryl Polzin and Annie Doughty. Ms. Doughty expressed appreciation for the hard work and collaborative efforts put forth by the negotiation team members throughout the negotiation process.

A motion was made by Mr. Hesby and seconded by Ms. Polzin to approve the contract with the Home Base employees for the period July 1, 2013 through June 30, 2015 as tentatively agreed upon by the bargaining teams. The motion passed unanimously.

3. ADJOURN

Adjourn

There being no additional business before the School Board, a motion was made by Ms. Cohen and seconded by Ms. Polzin to adjourn the meeting. The motion passed unanimously. Ms. Droegemueller, Board Chair, adjourned the meeting at 4:05 p.m.

Upon approval by the School Board, complete minutes will be available at the District Administration Building, 210 County Road 101 North, Plymouth, on the District website, at all School Media Centers, and at the Public Libraries in Plymouth, Wayzata, and Ridgedale.

INDEPENDENT SCHOOL DISTRICT 284
JOHN A. MOROZ, SCHOOL BOARD CLERK

Susan H. Droegemueller
School Board Chair

John A. Moroz
School Board Clerk

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: A. Approval of Minutes

COMMENTS BY: Board Clerk Moroz

2. Regular Meeting – August 12, 2013

Enclosed for Board review and approval are the minutes of the Regular Board Meeting of August 12, 2013.

RECOMMENDED ACTION: Approve the minutes of the Regular Board Meeting of August 12, 2013 as presented.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

Official Minutes of Regular Meeting

August 12, 2013

The Board of Education **Wayzata Public Schools**

A Regular Board meeting of the Board of Education of Wayzata Public Schools was held August 12, 2013 beginning at 7:00 p.m. at Wayzata City Hall, 600 Rice Street, Wayzata, MN, pursuant to due notice. The meeting was broadcast live on cable television Plymouth Channel 22 (Comcast) and Wayzata Channel 19 (Mediacom), and delayed broadcast on Minnetonka Channel 17 (Comcast).

1. CALL TO ORDER/ROLL CALL

The meeting was called to order by Susan H. Droegemueller, Board Chair and Susan Gaither, Board Treasurer, called the roll. The following School Board members were present: Ms. Linda Cohen, Ms. Susan H. Droegemueller, Ms. Susan Gaither, Mr. Jay Hesby, Ms. Carter Peterson, Ms. Cheryl Polzin and Dr. Chace B. Anderson, Superintendent of Schools and Ex Officio member of the School Board. School Board members absent: Mr. John Moroz.

Others Present: Colleen Erickson, Jim Westrum, John Sucansky, Dave Carlson, Amy Parnell, Annie Doughty, Jill Johnson, Kristin Tollison, Jodi Olson, John Weber, Barb Nicol, David Lloyd, Jon Deutsch, Mike Johnson, Scott McQueen, Jordan Kern, Murray Kornberg, Ted Victor, Karen Keffeler and other Sunset Hill and custodial staff.

2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed as a Consent Agenda item and addressed. Consent Agenda Items are as follows:

A motion was made by Ms. Peterson and seconded by Ms. Cohen to approve the agenda as presented and the Consent Agenda as amended. The motion passed unanimously.

- A. Approval of Minutes
The minutes were moved to the September Regular Board Meeting for approval.
- B. Waive Statutory Requirement for Weekly Pledge of Allegiance
According to Minnesota State 121A. the requirement mandating the recitation of the Pledge of Allegiance by a majority vote. Was waived.

- C. Authorize Holding a Regular Board Meeting on Columbus Day, October 14, 2013
Holding a Regular Board Meeting on Columbus Day requires board approval. The Regular Board meeting scheduled for Monday, October 14, 2013 falls on Columbus Day. Columbus Day is not observed as a holiday in the Wayzata School District and the board passed the motion to hold the meeting on October 14 as previously scheduled.
- D. Authorize a Date Change for the November 2013 Regular Board Meeting
The November board meeting scheduled for Monday, November 11, 2013 was rescheduled to Tuesday, November 12 in observance of Veterans Day on Monday, November 11, 2013.
- E. District/Professional Memberships for 2013-2014
Approved District membership in professional organizations for the 2013-2014 school year as presented.
- F. Finance and Business Recommendations
Authorized the following disbursements:
- General Checking Account for September 2013 \$ 3,877,064.11
 - Wire Transfer for August 2013 \$ 30,526,349.00

The School Board, by Resolution, accepted with appreciation the following gifts which are in compliance with current District policy and guidelines:

<u>Amount</u>	<u>Donated By</u>	<u>Purpose</u>
\$ 35.00	Karl Hoffmann and Wells Fargo	Educational Matching Program supporting Gleason Lake Elemer
50.00	Neelika Pasumarty and Wells Fargo	Educational Matching Program supporting Plymouth Creek Elem
65.00	Karl Hoffmann and Wells Fargo	Community Support Program supporting Gleason Lake Elemer
100.00	Alerus Mortgage Financial	"Refer a friend. Build y community" program supporting Oakwood Elementary
100.00	Joseph and Kumar Stephen and Alerus Mortgage Financial	"Refer a friend. Build y community" program supporting Plymouth (Elementary

100.84	Amy Unzicker and Wells Fargo	Community Support Program supporting Greenwood Elementary
107.71	Denise Dau and Wells Fargo	Educational Matching Gift Program supporting Gleason Lake Elementary
120.00	Food Perspectives, Inc.	Supporting Plymouth Creek Elementary
121.15	Amy Unzicker and Wells Fargo	Community Support Program supporting Greenwood Elementary
286.91	Scott McCann, Joel Gjevre, Bryan Hins. Neelika Pasumarty and Wells Fargo	Community Support Program supporting East Middle School
350.00	Allergy and Asthma Specialists	Destination Imagination-Make the Change Team
774.46	Cindy & Larry Mohr, Douglas Schmit, Mark Ryshavy, John & Joan Randall, Charisse McPherson, Douglass Owens and Wells Fargo	Community Support Program supporting High School
1,703.54	Anonymous and Wells Fargo	Educational Matching Gift Program supporting High School
<u>3,005.95</u>	Oakwood Elementary School PTA	Field trips and Scholarships
\$7,215.95		

G. Human Resource Recommendations

Employment

Jessica Chase Resignation – Cory Fusco	1.0 Mathematics Teacher	High School
Wilhelmine Eugene Resignation – Hannah Colness	6 Hour Paraprofessional	West Middle
Kara Fandrich New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Susan Fousek Transfer – Karl Gronwall	3 Hour Paraprofessional	Birchview

Kim Hetherington Leave of Absence – Leslie Colanino	1.0 Reading Teacher LTR	Central Middle
Andrew Howell New Position	6.5 Hour Paraprofessional	High School
Hsiao-Hsuan Huang Resignation – Sherri Westra	.333 Chinese Teacher	High School
Rachel Jacobson New Position	6 Hour Paraprofessional	East Middle
Annette Joki Resignation – Laura Griebenow	6 Hour Paraprofessional	Greenwood
Michael Leonard Resignation – Caitlin Hill	3.5 Hours Home Base Assistant	Greenwood
Angela Marquette New Position	2 Hour Paraprofessional	Kimberly Lane
Jill Perrigo New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Maritza Prom Transfer – Rachel Pudil	4.25 Paraprofessional	West Middle
Allison Schwaller Resignation – Jennifer Freeman	2.5 Hour Paraprofessional	Oakwood
Jill Souza New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Andrea Stokes New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Julie Strauss Creek Resignation – John Mahowald	2 Hour Paraprofessional	Plymouth
<u>Contract Modification</u>		
Christa Gale	Social Worker, Central Middle	From .85 to .8
Candice Ledman	ALC, Communications, WHS	From .6 to 767 13-14 Only

Leave of Absence

Brent Allen, High School Physical Education Teacher, has requested a leave of absence from approximately April 10 through May 12, 2014.

Paulette Churness, Central Middle Special Education Teacher, has requested a leave of absence from approximately March 26, 2014 through the end of the 2013-2014 school year.

Jill Gregory, Sunset Hill Art Teacher, has requested a leave of absence from approximately February 24, 2014 through the end of the 2013-2014 school year.

Elizabeth Hansen, High School Social Studies Teacher, has requested a leave of absence from approximately April 7 through March 5, 2014.

Abby Lloyd, Gleason Lake 1st Grade Teacher, has requested a leave of absence from approximately January 2 through November 7, 2014.

Amanda Randall, High School Counselor, has requested a leave of absence from approximately February 10 through April 18, 2014.

Ann Richter, West Middle Communications Teacher, has requested a two day leave of absence without pay from April 11-14, 2014.

Nick Tibesar, High School Social Studies Teacher, has requested a leave of absence from February 18 through April 4, 2014.

Resignations

Jennifer Freeman, Paraprofessional and Home Base Assistant at Oakwood, has resigned her positions effective September 27, 2013.

Elizabeth Kearney, Home Base Instructor, has resigned her position effective October 18, 2013.

Jean Kemmitt, Paraprofessional at Gleason Lake, has resigned her position effective October 3, 2013.

Amanda Lyons, Home Base Assistant at Oakwood, has resigned her position effective September 27, 2013.

Barbara MacIntyre, Paraprofessional at Kimberly Lane, has resigned her position effective September 20, 2013.

John Mahowald, Paraprofessional at Plymouth Creek and Home Base Assistant at Gleason Lake, has resigned his positions effective September 24, 2013.

Sandra Stevenson, CES Adult Enrichment and Communications Coordinator, has resigned her position effective October 10, 2013.

Retirement

John Brown, Custodian at East Middle has submitted his retirement effective January 15, 2014. Mr. Brown has been employed with the District since 1998.

Kay Johnson, Technology Paraprofessional at East Middle has submitted her retirement effective October 16, 2013. Ms. Johnson has been employed with the District since 1986.

Nan Kaatz, Teacher at Hennepin County Correction Facility, has submitted her retirement effective October 31, 2013. Ms. Kaatz has been employed with the District since 1980.

3. STUDENT CURRICULUM PRESENTATION

There was no student presentation.

A. RECOGNITIONS

Employee of the Month

1. July – Building and Grounds – Jordan Kern

The **Buildings and Grounds Department** is pleased to recommend **Jordan Kern** as the July Employee of the Month. Jordan is currently the Elementary Night Lead at Birchview Elementary School and has worked for the Buildings and Grounds Department since 2008 in various night positions. His unsurpassed commitment to excellence has earned the respect and gratitude of his colleagues, staff and district administration.

This past year, Jordan has provided leadership to make sure building users and occupants have what they need. He has a great "can do" attitude that is very contagious for anyone who has worked with him. This attitude was never more prevalent than at the end of the school year, when Jordan was able to coordinate event set-ups, daily cleaning, maintenance and summer project moves while filling in for his head custodian. He has a great understanding of what it takes to do a good job. That understanding, coupled with his "can do" attitude, is why Jordan is being honored as Wayzata Public School's Employee of the Month for July. Congratulations, Jordan!

2. August - District Administration Building - Jim Westrum

The District Administration Building Team is proud to recommend Jim Westrum, Executive Director of Business and Finance, as the August Employee of the Month. Jim was recently recognized by his peers as the 2013 Minnesota School Business Official of the Year. He is widely known at the local, state and national level for his commitment to operational excellence in school business management and his passion for student achievement.

During his five years in this position, Jim has contributed in many ways. He has provided exemplary financial management of the district's resources. The district was able to navigate through some very challenging economic times without engaging in significant program reductions. His management of general operating funds and other

district accounts has allowed the district to maintain a AAA bond rating since 2008.

Jim has also been instrumental in creating plans to address the school District's pressing enrollment and facility needs. He worked in cooperation with the District's Legislative Action Committee and other staff in securing early qualification for a program titled "Alternative Facilities" allowing the District to initiate significant refurbishment of District facilities. He also continues to work closely with an architectural firm on a comprehensive facilities review to address the District's facility needs. Jim keeps the interests and needs of each and every student at the "front and center" of his work; never losing sight of why we all show up every day. Jim is ever-humble and never seeks credit or accolades for anything. However, much of the district's program excellence and the quality of our students' learning experiences are to the credit of Jim's expertise and extreme talent.

5. REPORTS FROM ORGANIZATIONS

This section of the agenda provides the opportunity for parent, teacher, and/or student associations/organizations to provide the School Board with reports/updates.

There were no reports.

6. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

A. Superintendent

1. Board Policy and Regulations 212 and 212-R - "Public Participation in School Board Meetings" - Second Reading and Adoption

A motion was made by Ms. Cohen and seconded by Mr. Hesby to approve for second reading and adoption Board Policy 212 – "Public Participation in School Board Meetings" as recommended. The motion passed on a 6 – 0 vote with Mr. Moroz being absent.

2. Plans for our Growing Enrollment

Superintendent Anderson updated the Board of Directors and the communities the district serves on plans for the growing enrollment in our schools. To respond to this increasing resident student enrollment growth, the District began a comprehensive facilities review a number of years ago. The PowerPoint presentation that Superintendent Anderson presented was also prepared so that members of the community are fully informed on the results of the facilities study and the decisions that must be made because of the growth issues.

Wayzata Public Schools has been engaged in a comprehensive facilities review that has included years of discussion and planning.

This planning has been separated into three Phases: 1) Phase I: Infrastructure, 2) Phase II: Elementary Capacity, and 3) Phase III: Secondary Capacity and Educational Adequacy. Phases II and III relate to and are in response to increasing resident student enrollment growth. Facility responses to this increasing growth are evolving and nearing readiness for a recommendation to the school board. The purpose of this presentation is to review and summarize the enrollment growth for the school board. Additionally, the presentation seeks to increase community awareness about the growing number of students that will be residing in our school district during the coming decade. Further, it is intended to ensure that the school board fully understands the anticipated resident student enrollment growth anticipated in the next ten years and recognizes the need for expanding student capacity based on these projections.

The administration has been working closely with an architectural and engineering firm on all three phases of the facilities planning. The district's anticipated enrollment changes have been calculated through the use of a respected consultant and by doing a housing and demographic study with a respected organization. In addition, school district officials have been working closely with the city officials from all of our district's communities as well as with residential developers and home builders. Further, the school board and the school board facility committee have engaged in a number of discussions regarding the current status of facilities, the resident enrollment projections, and some preliminary facility response concepts.

Collectively, the end result is that the district can expect, and must plan for, many new students during the next decade; possibly up to 900 more high school students and a significant number of additional elementary and middle school students. Further, recent legislation that will provide state-funded all-day kindergarten starting with the 2014-2015 school year will further challenge elementary facilities when providing space for this additional kindergarten programming.

A motion was made by Mr. Hesby and seconded by Ms. Cohen to direct the superintendent to prepare a comprehensive facility recommendation and proposed funding model to be presented at the September 9, 2013 school board meeting. This recommendation should be designed and presented as a facility and capacity response to the school district's anticipated resident enrollment growth and the board's decision to move forward with offering state-funded all-day kindergarten beginning with the 2014-2015 school year. The motion passed unanimously.

B. Teaching and Learning

There were no items for this section.

C. Finance and Business Services

1. Monthly Financial Reports

The School Board received the following monthly financial reports for review and information:

- Student Activity Fund Report of June 2013.

No Board action was required.

2. Approval of the Updated 403(b) Plan Document

The plan document for the District's sponsored 403(b) and 457(b) plan is presented for your approval. The document is updated to include the contract with the third party administrator, Educators Benefits Consultants, LLC. The third party administrator assists the District, its employees and Section 403(b) and 457(b) plan vendors, with recordkeeping and administrative tasks, including monitoring maximum allowable contribution limits as set out in Internal Revenue Code 402(g), 415(c) and applicable Catch Up Contributions, tracking of loans, hardships, transfers and exchanges, and transmitting such deductions and related data to said plan vendors on behalf of the District and their employees.

The plan document was originally adopted by the School Board on November 10, 2008. The requested update to the plan document reflects no other significant changes to the plan provisions.

Ms. Peterson made a motion to approve the Updated 403(b) Plan Document and the Adoption Agreement as presented. The motion was seconded by Ms. Polzin and the motion passed on a 6-0 vote with Mr. Moroz being absent.

3. RESOLUTION FOR THE 2013 WASTE ABATEMENT INCENTIVE FUND SCHOOL RECYCLING ASSISTANCE PROGRAM

The Hennepin County Board has established a School Recycling Assistance Program to provide funding ("Incentive Funds") to selected eligible waste abatement projects; and Wayzata Public Schools has been selected for funding in accordance with the terms of the attached Agreement, 2013 Waste Incentive Funds Agreement Contract No: A130657.

The District will accept incentive funds from Hennepin County which will cover a majority of the equipment and supplies of updating the current waste abatement program and will not exceed, Thirty five thousand four hundred sixty dollars and seventy two cents (\$35,463.72)

A motion was made by Mr. Hesby and seconded by Ms. Cohen to approve the RESOLUTION FOR THE 2013 WASTE ABATEMENT INCENTIVE FUND SCHOOL RECYCLING ASSISTANCE PROGRAM and authorize the Clerk to sign the agreement. The motion passed unanimously.

D. Human Resource Services

There were no items for this section.

7. OTHER BOARD ACTION

A. Approval of Designated Bulletin Board for Legal Public Announcements for the 2013 - 2014 School Year

While it is generally accepted that the School Board's "Official Bulletin Board" is located at the District Administration Building, it is recommended that the Board take action on this designation annually as a reminder to the public. We will continue our practice of posting School Board agendas in all District schools and on the District's Web site during the 2013 – 2014 School Year.

A motion to designate the bulletin board at the Administration Building as the School Board's "Official Bulletin Board" for the 2013-2014 School Year was made by Ms. Peterson and seconded by Ms. Gaither. The motion passed unanimously.

B. Approval of Designated Radio Station for Legal Public Announcements for the 2013 - 2014 School Year

It has been a long-standing practice of the District to use WCCO-AM Radio Station for making emergency announcements such as closing, delayed opening, or dismissing schools early. It is recommended that the Board annually designate the station the District will use for such announcements and that we continue with WCCO-AM for the 2013-2014 School Year.

A motion was made by Ms. Cohen and seconded by Ms. Polzin to designate WCCO-AM as the Wayzata Public School District's official radio station for emergency announcements during the 2013-2014 School Year. The motion passed unanimously.

C. Approval of Designated Newspaper for Legal Public Announcements for the 2013 - 2014 School Year

The Administration recommends that the School Board again designate the PLYMOUTH SUN-SAILOR as the District's official newspaper for the 2013-2014 School Year. The District publishes in the official newspaper all legal notices, such as School Board minutes, bid solicitations, election notices, etc.

A motion to designate the PLYMOUTH SUN-SAILOR as the official newspaper for Wayzata Public Schools during the 2013-2014 School Year was made by Mr. Hesby and seconded by Ms. Polzin. The motion passed unanimously.

D. Approval of the Wayzata School District Contract with the City of Wayzata - Community Room and Equipment

The school district has entered into an agreement for the use of the Wayzata City Hall Community Room and the Studio for the televising of the monthly Regular Board Meetings since May 2004. The Agreement for the 2013-2014 school year was presented for the School Board's approval.

A motion was made by Ms. Cohen and seconded by Ms. Polzin to approve the Agreement for the use of the Wayzata City Hall Community Room and Equipment to televise the monthly Regular School Board Meetings for the 2013-2014 school year. The motion passed unanimously.

8. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD

This section of the agenda provides an opportunity for those who have called and placed their names on the list and for members of the audience to address the School Board.

Mr. Murray Kornberg, 201 Ranchview Lane S., Wayzata, MN 553391, came forward to address the board regarding adding the Russian language to the curriculum at the high school. He was looking for information on what the process is, how the decision is made and who makes the decision on the languages offered.

Dr. Jill Johnson, Executive Director of Teaching and Learning, will follow up with Mr. Kornberg,

9. BOARD REPORTS

A. Legislative Action Committee Report - C. Polzin

Ms. Polzin, school board representative for the Legislative Action Committee (LAC), gave a brief summary on the LAC's activities for the 2012-2013 school year. Ms. Polzin extended her thanks to members of the committee for all their hard work last year. There were two main items on LAC's Platform; maintaining the current funding levels, and expanding local control and reducing unfunded mandates. Board Chair Droegemueller thanked Ms. Polzin for all the hard work of the LAC, she stated, "it's an incredibly hard job."

10 ADJOURN

There being no additional business before the School Board, a motion was made by Ms. Peterson and seconded by Mr. Hesby to adjourn the meeting. The motion passed unanimously. Ms. Droegemueller, Board Chair, adjourned the meeting at 8:31 p.m.

Upon approval by the School Board, complete minutes will be available at the District Administration Building, 210 County Road 101 North, Plymouth, on the District website, at all School Media Centers, and at the Public Libraries in Plymouth, Wayzata, and Ridgedale.

INDEPENDENT SCHOOL DISTRICT 284
JOHN A. MOROZ, SCHOOL BOARD CLERK

Susan H. Droegemueller
School Board Chair

John A. Moroz
School Board Clerk

Attachments:

RESOLUTION FOR THE 2013 WASTE ABATEMENT INCENTIVE FUND SCHOOL
RECYCLING ASSISTANCE PROGRAM

Approval of the Wayzata School District Contract with the City of Wayzata – Community
Room and Equipment

Approval of the Updated 403(b) Plan Document

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: A. Approval of Minutes

COMMENTS BY: Board Clerk Moroz

3. Regular Meeting – September 9, 2013

Enclosed for Board review and approval are the minutes of the Regular Board Meeting of September 9, 2013.

RECOMMENDED ACTION: Approve the minutes of the Regular Board Meeting of September 9, 2013 as presented.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

Official Minutes of Regular Meeting

September 9, 2013

The Board of Education **Wayzata Public Schools**

A Regular Board meeting of the Board of Education of Wayzata Public Schools was held September 9, 2013 beginning at 7:00 p.m. at Wayzata City Hall, 600 Rice Street, Wayzata, MN, pursuant to due notice. The meeting was broadcast live on cable television Plymouth Channel 22 (Comcast) and Wayzata Channel 19 (Mediacom), and delayed broadcast on Minnetonka Channel 17 (Comcast).

1. CALL TO ORDER/ROLL CALL

**CALL TO
ORDER/ROLL
CALL**

The meeting was called to order by Susan H. Droegemueller, Board Chair and Mr. John Moroz, Board Clerk, called the roll. The following School Board members were present: Ms. Linda Cohen, Ms. Susan H. Droegemueller, Mr. Jay A. Hesby, Mr. John Moroz, Ms. Carter Peterson, Ms. Cheryl Polzin and Dr. Chace B. Anderson, Superintendent of Schools and Ex Officio member of the School Board. School Board members absent: Ms. Susan Gaither.

Others Present: Colleen Erickson, Jim Westrum, John Sucansky, Dave Carlson, Amy Parnell, Annie Doughty, Jill Johnson, David Lloyd, Mike Reilly, Alayna Sonnesyn, Joe Gabowski, Chris McCullough, Kristin Tollison, Barb Nicol, Lynae Schoen, Dan Haugen, Chip Brofford, Eileen Baker, Krista Ice, Chris Pierson, Jodi Olson, Andrea Cueme, Colbert Boyd, Karin Schultz, and Sarah Johansen.

2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

**APPROVAL OF
AGENDA AND
CONSENT
AGENDA ITEMS**

Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed as a Consent Agenda item and addressed. Consent Agenda Items are as follows:

A motion was made by Ms. Peterson and seconded by Ms. Cohen to approve the Agenda as presented and the Consent Agenda Items as amended. The motion passed unanimously on a 6 – 0 vote.

A. Approval of Minutes

**APPROVAL OF
MINUTES**

1. Regular Meeting – June 10 , 2013
2. Special Meeting - June 24, 2013
3. Regular Meeting - July 8, 2013
4. Special Meeting – July 22, 2013

Moved approval of the minutes to the Special meeting scheduled for Monday, September 23

lection Judge Salaries for the November 5, 2013 General Election

B. *1e Election Judge Salaries for the November 5, 2013 General Election as:*

<i>Head Election Judge</i>	-	<i>\$10.50 per hour</i>
<i>Election Judge</i>	-	<i>\$ 9.00 per hour</i>
<i>Election Judge Training</i>	-	<i>\$18.00 flat fee</i>

APPROVE
ELECTION
JUDGE
SALARIES

C. Finance and Business Recommendations

Authorized the following disbursements:

F & B
RECOMMENDATI
ONS

General Checking Account for August 2013	\$ 6,270,509.84
Wire Transfer for July 2013	\$ 39,555,403.00

The School Board, by resolution, accepted with appreciation the following gifts which are in compliance with current District policy and guidelines:

<u>Amount</u>	<u>Donated By</u>	<u>Purpose</u>
\$ 30.00	Karl Hoffmann and Wells Fargo Foundation	Wells Fargo Foundation Educat Campaign – Gleason Lake Elen
92.32	Denise Dau and Wells Fargo Foundation	Wells Fargo Foundation Educat Campaign – Gleason Lake Elen
203.07	Scott McCann, Joel Gjevre, Bryan Hins and Wells Fargo Foundation	Wells Fargo Foundation Educat Campaign – East Middle Schoo
774.46	Douglas Owens, Douglas Schmit, Cindy & Larry Mohr, John & Joan Randall, Charisse McPherson, Mark Ryshavy and Wells Fargo Foundation	Wells Fargo Foundation Educat Campaign – High School
1,986.01	Gary Kirchner and Honeywell International Charity Matching	2013 Mid-Year Charity Paymen Greenwood Elementary
Total:		
\$3,085.86		

D. BID AWARD: Central Services Facility Addition

The bid opening for the Central Services Facility Addition was held at the

BID AWARD –
CENTRAL
SERVICES
FACILITY
ADDITION

Administration Building on August 27, 2013 at 2:00 p.m.

The scope of the project includes the construction of office space for Buildings & Grounds and Culinar Express departments, modifications to the existing building at the current offices to expand the warehouse storage needs, provide additional conference space, toilet room upgrades, as well as boiler replacement and associated electrical. The site work will provide additional parking stalls and handicap accessible parking stalls.

KUE Contractors submitted the lowest base bid in the amount of \$1,229,000, no cost for Alternate No. 1 and \$58,000 for Alternate No. 2

This bid will be funded using Certificates of Participation and other budgeted amounts including Alternative Facilities funding. The bid tabulation and recommendation from WOLD Architects and Engineers was presented.

E. <u>Employment</u>			HUMAN RESOURCE RECOMMENDATIONS
Jennifer Buhl Resignation – Jason Andersen	.5 Achievement Interventionist	Plymouth Creek	EMPLOYMENT
Kris Cargill Creek Non-renew	.3 Art, Media, Tech Teacher	Plymouth	
Robyn Chrast Middle Resignation – Dave Snuggeud	1.0 Language Arts Teacher	East	
Kristal Gruis New Position	2.58 Paraprofessional	Greenwood	
Joyce Hayden School Resignation – Shlynn Hayes	1.0 Achievement Interventionist	High	
Jennifer Jacobson Lane Transfer – Sarah Kurr	2 Hour Paraprofessional	Kimberly	
Trish Johnson Greenwood Resignation – Margaret Karschnik	2.58 Hour Paraprofessional		
Kristyn Kallas Resignation – Jeff Metzler	1.0 Achievement Intervention	East Middle	
Tara Krolczyk Hill Contract Ended – Zach Smerick	2 Hour Paraprofessional	Sunset	
Cherlynn Krueger	.667 Art Teacher	East	

Middle
Resignation – Sandra Woodhull

Grace Lephart .4 ALC Communications Teacher High
School
Resignation – Amy Bellowe

Brianna Meisinger Building Supervisor
Community Ed
New Position

Lauren Miller 5 Hour Home Base Instructor Gleason Lake
Resignation – James Ewer

Amy Pratt 2.5 Hour Paraprofessional Plymouth
Creek
Transfer – Joy Monro

Christa Olson .5 3rd Grade Teacher (13-14 Only) Birchview
Transfer – Heather Zenzen

Lisa Otten 2 Hour Paraprofessional Sunset
Hill
Transfer – Anne Grendahl

Nyoka Peniata 3 Hour Paraprofessional Plymouth
Creek
New Position

Nyoka Peniata 3 Hour Paraprofessional Central
Middle
Transfer – Karl Gronwall

Dominic Rosati 1.0 2nd Grade Teacher (13-14 Only)
Greenwood
New Position

Judi Rovang 6.5 Hour Paraprofessional High
School
Resignation – Jamal Zollicoffer

Philip Ruble 2.58 Hour Paraprofessional
Greenwood
Transfer – Kathy Waaraniemi

Robyn Sauer 2 Hour Paraprofessional Kimberly Lane
Transfer – Diane Quall

Leah Sanderson-Starr 2.58 Hour Paraprofessional
Greenwood
Resignation – Heather McGinnis

Elaine Schmidt-Spiess Resignation – Tanya Rustad	4 Hour Home Base Assistant	Greenwood	
Susan Segal Resignation – Rebecca Bender	2 Hour Paraprofessional	Birchview	
Michael Svendsen Middle Transfer – Dave Schultz	1.0 Physical Education Teacher	Central	LEAVE OF ABSENCE
John Theien Middle Transfer – Sam Gibbs	Technology-Help Desk Technician	Central	
Kathryn Traeger Transfer – Julie Schneider	.4 Math Intervention & Technology	Greenood	
Tyler Trimberger School Leave of Absence	.333 Social Studies LTR 1 st Semester	High	

Contract Modification

Daniel Bobek	Science, Central Middle	From .833 to 1.0
Monica Healy	Elementary Vocal Music,	From .35 to .65
	Physical Education 13-14 Only	
Natalie Johnson	Physical Education, Art, Greenwood	From .5 to .7
Sean Padden	Physical Education/Health, Central Middle	From .5 to .583
Christina Strey	Communications, Central Middle	From
.917 to 1.0		

RESIGNATION

Leave of Absence

Andrew Bischoff, Gleason Lake 5th Grade Teacher, has requested a leave of absence from approximately January 17 through February 6, 2014.

Kate Brewer, West Middle 6th Grade Teacher, has requested a leave of absence from approximately December 5, 2013 through March 5, 2014.

Paulette Churness, Central Middle School Special Education Teacher, has requested a leave of absence from approximately March 26, 2014 through the end of the 2013-2014 school year.

Keely Johnson, High School Reading Teacher, has requested a leave of absence from approximately February 19, 2014 through the end of the 2013-2014 school year.

Leslie Jones, Kimberly Lane Special Education Teacher, has requested a leave of absence from approximately February 20, 2014 through the end of the 2013-2014 school year.

Chris Larson, Central Middle Vocal Music Teacher, has requested a leave of

RETIREMENT

absence from approximately April 18 through May 1, 2014.

Danielle Miller, Birchview Vision 21 Teacher, has requested a leave of absence from approximately January 19, 2014 through April 18, 2014.

Casey Zylla, Central Middle Communications Teacher, has requested a leave of absence from March 17 through May 5, 2014.

Resignation

Amy Bellowe, High School Communications Teacher, has resigned her position effective September 6, 2013.

Vicky Bendickson, High School Culinary Express, has resigned her position effective August 12, 2013.

Ashley Caryl, Sunset Hill Home Base Instructor, has resigned her position effective August 26, 2013.

Hannah Colness, West Middle Paraprofessional, has resigned her position effective August 27, 2013.

Aziza Danami, Central Middle Culinary Express, has resigned her position effective August 20, 2013.

Christy Eckenrode, Sunset Hill Home Base Bright Start Instructor, has resigned her position effective August 16, 2013.

Angie Fisher, Birchview/Oakwood Home Base Instructor, has resigned her position effective August 29, 2013.

Laura Griebenow, Greenwood Paraprofessional, has resigned her position effective August 26, 2013.

Jennifer Kale, Central Middle Paraprofessional, has resigned her position effective August 19, 2013.

Michelle Stangler, Central Middle Culinary Express, has resigned her position effective August 14, 2013.

Retirement

Sharon Peterson, High School 12-Month Secretary, has submitted her retirement effective November 29, 2013. Ms. Peterson has been employed with the District since 2002.

Brenda Ferrens, Teacher currently on Extended Leave of Absence, has submitted her retirement effective February 4, 2014. Ms. Ferrens has been employed with the District since 1988.

3. STUDENT CURRICULUM PRESENTATION

There was no student presentation.

STUDENT
CURRICULUM
PRESENTATIO
N

4. RECOGNITIONS

RECOGNITIONS

A. September Employee of the Month - John P. Weber - Sunset Hill Elementary

When you search for models of excellence in the district, you will find none better than John P. Weber, head custodian at Sunset Hill Elementary. John sets the highest standard for himself, and works incessantly to keep the building in perfect condition. After a summer of construction at Sunset Hill, it is fitting to nominate John as the August employee of the month.

When John began working at Sunset Hill 9 years ago, there were immediate changes to the building. He set goals for his team, and responded to staff like no other. The building became "his building," and he believes staff and students deserve nothing but his best.

The pride he takes in his work is evident. Mr. Weber starts his day with a visual inspection, and then begins his list of things to do. He makes sure the building is ready to go before anyone else comes through the door. He is in constant motion throughout the day, completing his maintenance tasks and assisting wherever needed. Caring for an elementary building is not without surprises. He tries not to let the frustrations of the job get the best of him--especially on the days when the flu appears (always at an inopportune time). Anyone who knows John knows that snow does not last long on his sidewalk. John does not rest until the job is done, and more importantly, done right.

In addition to making sure the building is clean, John is truly part of the school community. John is quick with a joke, a well told story, or an email expressing his thanks to the staff for the work they do. Students enjoy seeing him at lunch, and you'll often see a high five or fist bump between Mr. Weber and those who show their Trojan Pride. Congratulations were extended to Mr. Weber .

B. Wayzata Public Schools 2013 - 2014 Retirees

The following employee announced her retirement in 2013. Superintendent Anderson thanked her for her years of service to Wayzata Public Schools and wished her well in her future endeavors.

<u>Name</u>	<u>Position</u>
<u>Years of Service</u>	

Sharon Peterson	12-Month Secretary, High School
11 years	

5. REPORTS FROM ORGANIZATIONS

This section of the agenda provides the opportunity for parent, teacher,

REPORTS FROM ORGANIZATION

and/or student associations/organizations to provide the School Board with reports/updates.

S

A. Student Council

Alayna Sonnesyn, senior vice-president of the Student Council, updated the board on high school sports and activities.

6. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

SUPERINTENDENT'S
REPORTS AND
RECOMMENDATIONS

A. Superintendent

SUPERINTENDENT

1. Phase III Facility Recommendations and Proposed Funding Mechanisms

Superintendent Anderson reiterated that the Wayzata Public Schools has been engaged in a comprehensive facilities review that has included years of discussion and planning. This planning has been separated into three Phases: 1) Phase I: Infrastructure, 2) Phase II: Elementary Capacity, and 3) Phase III: Secondary Capacity and Educational Adequacy. Phases II and III relate to and are in response to increasing resident student enrollment growth. Facility responses to this increasing growth are ready for recommendation to the School Board. Dr. Anderson stated, "The main purpose of this presentation is to recommend facility solutions and funding mechanisms for the Board's consideration for future action. Another purpose of this presentation is to review enrollment growth and increase community awareness about the growing number of students that will be residing in our school district during the coming decade."

It was noted that the administration has been working closely with Wold Architects and Engineers on all three phases of the facilities planning. In addition, a Citizen's Task Force was assembled and met several times between March and May of 2013 to review demographic information about the District and some preliminary concepts for addressing the needs. The District's anticipated enrollment changes have been calculated through the use of a respected consultant and by doing a housing and demographic study with a respected organization. In addition, administration has been working closely with city officials from all of our District's communities, as well as with residential developers and home builders. Further, the School Board and its facilities committee have engaged in a number of discussions regarding the current status of facilities, the resident enrollment projections and some possible facility responses. Collectively, the end result is that the District can expect, and must plan for, many new students during the next decade; possibly up to 900 more high school students and a significant number of additional elementary and middle school students. Further, recent legislation that will provide state-funded all-day kindergarten starting with the 2014-2015 school year will create the need for 14-16 additional classrooms.

At the August 12, 2013 regular meeting, the School Board directed the

superintendent to prepare a comprehensive facility recommendation and a proposed funding model to be presented at the September 9, 2013 School Board meeting. The School Board directed that this recommendation be designed and presented as a facility and capacity response to the growing resident student enrollment and the Board's decision to move forward with offering state-funded all-day kindergarten beginning with the 2014-2015 school year.

Superintendent Anderson reported that the recommendation is complete and the key components of the facility recommendation include the following to be funded through a bond referendum:

- Expand the Wayzata High School campus and facility, bringing the total high school capacity to 3,900 students. This addition will include approximately 24 new classrooms, additional performing arts and physical education facilities, and an expanded cafeteria and other common spaces. (\$69,720,000)
- Build an 8th elementary school (north of Hwy 55) to provide additional district wide capacity at the elementary level (\$26,100,000)
- Invest in District infrastructure (\$13,825,000)
 - Make security enhancements at each District facility
 - Upgrade and secure technology infrastructure between buildings
 - Implement projects to leverage energy savings

Total Bond Referendum Amount = \$109,645,000

It was recommended that the District also seek to renew an existing technology levy that will expire in 2016, at its current rate in a manner consistent with Minnesota Statutes.

Total Technology Levy Renewal Amount = \$2.6 million per year for 10 year renewal

Other facility recommendations (Alt Facilities Funds, Capital Dollars, Partnerships):

- At Central Middle School (CMS), convert some adult spaces to student space to increase capacity to 1,340 students
- Move adults from CMS to a suitable space to meet District mission
- Other needed improvements at CMS
- Upgrade selected high school fields through partnerships with youth associations

As part of the presentation, Chris Pierson, a member of the Citizens Task

Force and also a member of the District committee, Citizens Finance Advisory Council (CFAC) reported on the committee's findings and recommendations. He stated that the committee's recommendations are in agreement with what the administration is recommending

Members of the Board thanked the administration and the Citizen's Task Force for all of their hard work. Mr. Hesby stated that the thoroughness and broad based thoughtfulness that went into the whole process was very impressive. Mr. Hesby stated, "We are very sensitive to any tax impact on the families in our school district and this will serve us for many years to come." Ms. Cohen commented that the tax impact would be minimal and complimented the present board and previous boards on their prudence. She stated that because of that prudence the district is in a good place financially with a AAA rating. Ms. Droegemueller stated she felt that the presentation was a great summary of the situation that the district is in. She commented that some of the most difficult issues were touched on tonight and that decisions were not quickly made. She stated, "Many factors went into these decisions by many people."

A motion was made by Mr. Hesby and seconded by Ms. Cohen to direct the superintendent to prepare a "Review and Comment" document and submit it to the Minnesota Department of Education. Further direct the superintendent to develop the appropriate ballot question language and present the questions for School Board action at the October 14, 2013 School Board meeting in order to conduct a February 25, 2014 special election to request funds in the amount of \$109,645,000 to address the District's facilities and capacity needs and renew the current technology levy for an additional ten years at the same authority level as the current levy, which is currently \$2.6 Million. These funds are necessary to address the District's anticipated resident enrollment growth and to provide adequate space to support the School Board's recent decision to move forward with offering state-funded all-day kindergarten beginning with the 2014-2015 school year. The motion passed unanimously.

2. Report on the Start of the 2013-2014 School Year

Superintendent Anderson and the executive directors of Teaching and Learning, Human Resources and Finance and Business gave a brief summary on the start of the 2013 – 2014 school year. Some highlights included:

- The New Teacher breakfast – August 20 – Including approximately 60 new teachers
- All-staff breakfast – August 27 – Staff recognized for nearly 1,000 years of service
- Human resources orientation meetings for all staff
- Many training opportunities for teachers and other staff
- Many school building orientation events/activities
- Total Enrollment as of September 5, 2013 – 10,617 students
- 1,496 Talented Staff- 85 New Staff Members

- Co-Curricular Activities off to a great start
- Thank You Team! Principals and Teachers, Maintenance crew, culinary express, First Student Transportation, clerical and paraprofessional staff, Strategy Leadership Team, Leadership Council, parents and guardians.
- Superintendent Anderson thanked the school board members for all of their support!

B. Teaching and Learning

TEACHING AND
LEARNING

There were no items for this section.

C. Finance and Business Services

FINANCE AND
BUSINESS
SERVICES

1. Monthly Financial Reports

The school board received the following financial report:

- Student Activity Fund Report of July 31, 2013.

The Monthly Financial Report details fund and budget status data as of June 30, 2013 will be reported once the June 30, 2013 audit is complete.

D. Human Resource Services

HUMAN
RESOURCE
SERVICES

1. Approval of the Contract with the Wayzata Education Association for Fiscal Years 2013-2015

The School Board's Bargaining Team and the Wayzata Education Association representatives reached a tentative contract agreement on July 5, 2013. Subsequently, the WEA teachers voted on Tuesday, September 3, 2013 and ratified the contract with a 86% majority vote.

A summary of the proposed two-year contract and the costing model were presented. Both the Union and the Board place a high value on student achievement and a collaborative work environment. This agreement is aligned with the District's strategic directions.

The negotiations team members were: Marianne Brinda, Chip Brofford, Brian Etling, Kevin Johnson, Cory Knudtson, Wayzata Education Association; Linda Cohen and Jay Hesby, School Board; Jim Westrum, Executive Director of Finance & Business Services; Gloria Olsen, Legal Counsel; and Annie Doughty, Executive Director of Human Resource Services.

Ms. Doughty expressed her appreciation for the collaborative efforts put forth by the negotiation team members throughout the process. The team's collective ability to resolve issues in a positive and respectful manner benefits all.

A motion was made by Ms. Polzin and seconded by Mr. Hesby to

approve the contract with the Wayzata Education Association for the period of July 1, 2013 through June 30, 2015; as tentatively agreed upon by the bargaining teams and ratified by the Wayzata Education Association. The motion passed unanimously.

7. OTHER BOARD ACTION

**OTHER BOARD
ACTION**

A. Resolution Relating to the Appoint. of Election Judges for the General Election on November 5, 2013

The School Board is required to officially appoint qualified individuals to serve as election judges for School District elections. The RESOLUTION RELATING TO THE APPOINTMENT OF ELECTION JUDGES FOR THE GENERAL ELECTION on November 5, 2013 was presented for board approval.

A motion was made by Mr. Moroz and seconded by Ms. Cohen to waive the reading and adopt the RESOLUTION RELATING TO THE APPOINTMENT OF ELECTION JUDGES FOR THE GENERAL ELECTION ON NOVEMBER 5, 2013 as presented. The motion passed unanimously.

B. Resolution Appointing Absentee Ballot Board Election Judges For The November 5, 2013 General Election

The School Board is required to officially appoint qualified individuals to serve as absentee ballot board election judges for School District elections. The appropriate RESOLUTION APPOINTING ABSENTEE BALLOT BOARD ELECTION JUDGES FOR THE NOVEMBER 5, 2013 GENERAL ELECTION was presented for board approval.

A motion was made by Ms. Peterson and seconded by Mr. Moroz to waive the reading and adopt the RESOLUTION APPOINTING ABSENTEE BALLOT BOARD ELECTION JUDGES FOR THE NOVEMBER 5, 2013 GENERAL ELECTION as presented. The motion passed unanimously.

8. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD

**AUDIENCE
OPPORTUNITY
TO ADDRESS
SCHOOL
BOARD**

This section of the agenda provides an opportunity for those who have called and placed their names on the list and for members of the audience to address the School Board.

- Ms. Karinn Schultz, 6519 Hunter Lane, Corcoran, MN
Addressed the board with concerns over the proposed high school addition.

Had not heard any information about it until very recently and was shocked

She was invited to meet with administration and members of the Citizens Task

Force to voice her concerns and ask questions.

- Mr. Mike Reilly, 140 Minnesota Lane N., Plymouth, MN
Addressed the board with questions regarding a new elementary school.

Does the proposed referendum total include the land for the new elementary?

His questions were answered by administration.

9. BOARD REPORTS

BOARD REPORTS

A. Superintendent Evaluation/Compensation Committee - J. Hesby

The School Board completed the evaluation of Superintendent Anderson at a Special Work Session on August 28. Jay Hesby, chair of the Superintendent Evaluation/Compensation Committee, provided an oral report on the 2012-2013 Superintendent Performance Review.

Mr. Hesby commented on the findings of the Superintendent Evaluation/Compensation Committee. Some highlights shared were:

- The board feels that Superintendent Anderson is an outstanding fit for the district.
- His personal strengths include a high level of integrity, dedication and respect.
- The board members enjoy working with Chace.
- The decision was unanimous to renew his contract for the next three (3) years beginning July 1, 2014 through June 30, 2017.

Superintendent Anderson stated that he was happy to continue his work at Wayzata. He thanked the board and commented that he was humbled by their comments. He stated, "It is a great honor to be in this role, thank you for your confidence in my work."

10. ADJOURN

ADJOURN

There being no additional business before the School Board, a motion was made by Ms. Peterson and seconded by Mr. Hesby to adjourn the meeting. The motion passed unanimously. Ms. Droegemueller, Board Chair, adjourned the meeting at 9:03 p.m.

Upon approval by the School Board, complete minutes will be available at the District Administration Building, 210 County Road 101 North, Plymouth, on the District website, at all School Media Centers, and at the Public Libraries in Plymouth, Wayzata, and Ridgedale.

INDEPENDENT SCHOOL DISTRICT 284
JOHN A. MOROZ, SCHOOL BOARD CLERK

Moroz
Clerk

Susan H. Droegemueller
School Board Chair

John A.
School Board

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: A. Approval of Minutes

COMMENTS BY: Board Clerk Moroz

4. Special Meeting – September 23, 2013

Enclosed for Board review and approval are the minutes of the Special Board Meeting of September 23, 2013.

RECOMMENDED ACTION: Approve the minutes of the Special Board Meeting of September 23, 2013 as presented.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

Official Minutes of Special Meeting

September 23, 2013

The Board of Education Wayzata Public Schools

A Special of the Board of Trustees of Wayzata Public Schools was held Monday, September 23, 2013, beginning at 4:00 PM in the District Administration Building, 210 County Road 101 N., Plymouth, MN 55447.

1. CALL TO ORDER/ROLL CALL

**Call To
Order/Roll Call**

A Special Meeting of the Board of Education of Independent School District 284 was convened on Monday, September 23, 2013 at 4:00 p.m., in the Board Room of the District Administration Building, 210 County Road 101 North, Plymouth, Minnesota, pursuant to due notice.

The meeting was called to order by Board Chair, Ms. Susan Droegemueller, and Mr. John Moroz, Board Clerk, called the roll. The following School Board members were present: Ms. Linda Cohen, Ms. Susan H. Droegemueller, Ms. Susan Gaither, Mr. Jay Hesby, Mr. John Moroz, Ms. Carter Peterson, Ms. Cheryl Polzin, and Dr. Chace B. Anderson, Superintendent of Schools and Ex Officio member of the School Board. School Board members absent: No one.

Others Present: Jim Westrum, Jill Johnson, Annie Doughty, Colleen Erickson, Amy Parnell, Jodi Olson, Jon Deutsch, Wade Phillips, Stacey Lackner, Lori Fildes, Kristin Tollison, Bob Wittman, David Lloyd, Phil Napier, Ted Victor, Andrea Cuene, Sarah Johansen, Bill Pritchard, Derek Diesen, and Dan Haugen.

2. APPROVAL OF MINUTES

**Approval of
Minutes**

A. Regular Meeting - June 10, 2013

**June 10, 2013
Regular Meeting
Minutes**

The minutes of the June 10, 2013 Regular Board meeting were presented to the Board for approval.

A motion was made by Ms. Peterson and seconded by Ms. Gaither to approve the minutes of the June 10, 2013 Regular Board meeting as presented. The motion passed unanimously.

B. Special Meeting - June 24, 2013

**June 24, 2013
Special Meeting
Minutes**

The minutes of the June 24, 2013 Special Board meeting were presented to the Board for approval.

A motion was made by Ms. Peterson and seconded by Ms. Gaither to approve the minutes of the June 24, 2013 Special Board meeting as presented. The motion passed unanimously.

C. Regular Meeting - July 8, 2013

July 8, 2013
Regular Meeting
Minutes

The minutes of the July 8, 2013 Regular Board meeting were presented to the Board for approval.

A motion was made by Ms. Peterson and seconded by Ms. Gaither to approve the minutes of the July 8, 2013 Regular Board meeting as presented. The motion passed unanimously.

D. Special Meeting - July 22, 2013

July 22, 2013
Special Meeting
Minutes

These minutes were not presented, as they were not completed in time.

E. Regular Meeting - August 12, 2013

August 12, 2013
Regular Meeting
Minutes

These minutes were not presented, as they were not completed in time.

3. **BOARD POLICY AND REGULATIONS - 732 and 732-R - "DATA REQUEST FOR SUBJECTS OF DATA" - First Reading**

Board Policy and
Regulations 732
and 732-R

A recent March 19, 2013 Information Policy Analysis Division (IPAD) decision determined that a Minnesota school district did not comply with the Minnesota Government Data Practices Act because it did not have a "written data access policy" for members of the public and data subjects. Minn. Sta. 13025 Subd. 2 entitled "public data access policy," requires a written data access policy. Subd. 3 also requires a "written policy on the rights of data subjects under section 13.04 and the specific procedures used by the government entity for access by the data subject to public or private data on individuals." Under Subd. 4, copies of these policies are supposed to be easily available to the public. In the IPAD decision, the Commissioner noted that the school district's assertion that it followed the statutory procedure to respond to data request was not sufficient as this procedure was not "easily available to the public." The Commissioner also found that indicating that the "superintendent" was the responsible authority did not comply with the statute as the statute required that the District appoint a specific individual.

Policy/Regulations 732/732-R and Policy/Regulations 733/733-R are written in accordance with a legal recommendation for the two policies. Adoption of these two policies will ensure compliance with the policy requirements for "Data Request for Subjects of Data" and "Data Request for Public Data."

A motion was made by Ms. Cohen and seconded by Mr. Moroz to waive the second reading and adopt Policy 732 and Policy 733 as presented. Chair Droegemueller called for discussion where Ms. Gaither brought up several issues she had with the language used in Policy 732. A lengthy discussion was held. At this point, Ms. Gaither amended the original motion, not waiving the second reading and moving the policies to the October work session for further

discussion. Ms. Peterson then made a motion to accept Ms. Gaither's amendment and Ms. Gaither seconded the amended motion. A roll call vote to accept the amendment was taken and the following voted in favor thereof: Ms. Gaither, Mr. Moroz, Ms. Peterson, and Mr. Hesby; and the following voted against the same: Ms. Cohen, Ms. Droegemueller and Ms. Polzin. The motion to accept the amendment passed on a 4 to 3 vote with Ms. Cohen, Ms. Droegemueller and Ms. Polzin voting no. Ms. Droegemueller then called for a vote on the amended motion moving the policies through for second reading. A roll call vote was taken and the following voted in favor thereof: Ms. Gaither, Mr. Moroz, Ms. Peterson, Ms. Polzin and Mr. Hesby; and the following voted against the same: Ms. Cohen and Ms. Droegemueller. The motion to move the policies through for further discussion and second reading passed on a 5 to 2 vote. The policies will be moved to the October work session for further review and discussion.

4. BOARD POLICY AND REGULATIONS 733 and 733-R - "DATA REQUEST FOR PUBLIC DATA" - First Reading

Board Policy and
Regulations 733
and 733-R

Board action on this item was taken at the same time as the previous item. The two policies and regulations were handled as one and discussed at the same time. Board Policy and Regulations 733 and 733-R will move to the October work session for further review and discussion, along with Board Policy and Regulations 732 and 732-R.

5. PRELIMINARY LEVY LIMITATION AND CERTIFICATION - 2013 PAYABLE 2014

Preliminary
Levy
Limitation
and
Certification
2013
Payable
2014

Minnesota law requires school districts to certify their proposed property tax levy payable in 2013 to the county auditor on or before September 30, 2013. The District has recently received the levy data from the Minnesota Department of Education and is analyzing the details. A summary spreadsheet and a written analysis of the proposed levy were discussed. The Minnesota Department of Education is still in the process of making computer program changes and will be providing school districts with updated reports if any changes need to be made.

Mr. Westrum stated that while most components of the levy are materially accurate and complete, the Administration will be recommending that the Board levy a preliminary amount in all funds. If the Board approves the maximum allowed, the county auditor will automatically include any positive adjustments in the levy. Otherwise, the final levy amount cannot exceed the preliminary levy amount, except for some very limited exceptions.

The School Board will set the final levy certification amounts at its Regular Board meeting in December.

A motion was made by Mr. Hesby and seconded by Mr. Moroz to approve the Preliminary Levy Limitation and Certification for 2013 Payable 2014 at the maximum allowed by State Statute. The motion passed unanimously.

6. ADJOURN

Adjourn

There being no additional business before the School Board, a motion was made by Ms.

Peterson and seconded by Ms. Polzin to adjourn the meeting. The motion passed unanimously. Ms. Droegemueller, Board Chair, adjourned the meeting at 4:53 p.m.

Upon approval by the School Board, complete minutes will be available at the District Administration Building, 210 County Road 101 North, Plymouth, on the District website, at all School Media Centers, and at the Public Libraries in Plymouth, Wayzata, and Ridgedale.

INDEPENDENT SCHOOL DISTRICT 284
JOHN A. MOROZ, SCHOOL BOARD CLERK

Susan H. Droegemueller
School Board Chair

John A. Moroz
School Board Clerk

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: B. Finance and Business Services

COMMENTS BY: Mr. Westrum

Finance and Business Recommendations

These routine items are presented for Board of Education review and approval through a single consent motion.

Monthly Bills

The attached lists itemize claims for which the Board of Education is requested to authorize payment.

General Checking Account for September 2013	\$ 3,877,064.11
Wire Transfer for August 2013	\$ 30,526,349.00

RECOMMENDED ACTION: Authorize payment as recommended.

Acknowledgement Of Contributions

Minn. Stat. 465.03 - GIFTS TO MUNICIPALITIES.

“Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”

THEREFORE; the Executive Director of Finance and Business Services recommends the following Resolution:

BE IT RESOLVED by the School Board of Independent School District No. 284 that the School Board accepts with appreciation the following gifts, which are in compliance with current District policy and guidelines:

Amount	Donated By	Purpose
\$ 30.00	Karl Hoffmann and Wells Fargo	Educational Matching Gift Program
80.00	Food Perspectives, Inc.	Support Plymouth Creek Elementary
92.32	Denise Dau and Wells Fargo	Educational Matching Gift Program
100.00	Joudat and Natalia Yazigi and Alerus Mortgage	"Refer A Friend. Build your community." Program
100.00	Alerus Mortgage	"Refer A Friend. Build your community." Program Donation towards Kimberly Lane Elementary
100.00	Kottemann Orthodontics	Partners in Education - New Patient Scholarship Fund supporting East Middle School
100.00	Kottemann Orthodontics	Partners in Education - New Patient Scholarship Fund supporting East Middle School
100.00	Kottemann Orthodontics	Partners in Education - New Patient Scholarship Fund supporting East Middle School
100.00	Kottemann Orthodontics	Partners in Education - New Patient Scholarship Fund supporting East Middle School
203.07	Scott McCann, Joel Gjevre, Bryan Hins and Wells Fargo	Educational Matching Gift Program supporting East Middle School
607.05	Kimberly Lane Elementary PTA	Donation towards the Spanish Book Grant
774.46	Douglas Owen, Douglas Schmit, Cindy & Larry Mohr, John and Joan Randall, Charisse McPherson, Mark Ryshavy and Wells Fargo	Educational Matching Gift Program towards the High School
1,489.62	American Chemical Society	Support the HACH High School Chemistry Grant
1,986.01	Honeywell International Charity Matching	Supporting Greenwood Elementary School
2,022.87	Central middle school PTA	Framing of Student Artwork for School Display
3,500.00	Kimberly Lane Elementary PTA	Supporting Transportation for Fieldtrips
4,583.21	Target – Take Charge of Education	Central Middle School Support
5,047.95	Target – Take Charge of Education	East Middle School Support
5,435.80	Target – Take Charge of Education	Gleason Lake Elementary School Support

6,781.19	Target – Take Charge of Education	Plymouth Creek Elementary School Support
9,538.76	Target – Take Charge of Education	Kimberly Lane Lake Elementary School Support
**	Blum, Inc.	Donation of a Hinge Boring Machine for the Wood Shop at the High School, valued at \$2,100.00
<u>TOTAL</u>		
\$42,772.31		

RECOMMENDED ACTION: Approve the gifts listed above to be used as designated.

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

WAYZATA PUBLIC SCHOOLS				
MONTHLY CHECK DISBURSEMENT SUMMARY				
SEPTEMBER 2013				
CHECK	VENDOR	DESCRIPTION	DATE	AMOUNT
379550	INTERMEDIATE DIST 287	JULY 13 PROVIDED SERVICES	9/10/2013	455,163.00
379569	MINNETONKA PLUMBING INC	SH-REPLACE BOILER 8/25/13 PROJ#122213	9/10/2013	231,613.80
380027	TRUST POINT/FBO WAYZATA SCHOOLS	PAYROLL ACCRUAL	9/30/2013	211,420.00
379906	INTERMEDIATE DIST 287	AUG 13 PROVIDED SERVICES	9/24/2013	151,721.00
379832	INTEREUM	GW ADDITION CLASSROOM FURNITURE	9/19/2013	126,249.66
380020	PUBLIC EMPLOYEES RETIREMENT ASSN	PAYROLL ACCRUAL	9/30/2013	125,791.30
379511	INTERMEDIATE DIST 287	12-13 FINAL SP ED TRANSPORT (MID-DAY)	9/6/2013	113,671.93
379504	WORKS COMPUTING	NET APP	9/5/2013	97,040.96
379959	DERAU CONSTRUCTION	EMS-ELEVATOR MOD 8/30/13 #13-102	9/26/2013	95,712.50
379701	XCEL ENERGY	MONTHLY ENERGY	9/13/2013	94,979.25
379620	PUBLIC EMPLOYEES RETIREMENT ASSN	PAYROLL ACCRUAL	9/13/2013	83,192.57
379829	HOCKENBERGS	RETROFIT WHS SERVING LINE	9/19/2013	79,096.76
379876	APPLE INC	COMPUTERS FOR LABS & TEACHER LAPTOPS	9/20/2013	72,819.66
379554	JPMI CONSTRUCTION CO	GW-RESTORE WINDOW & MASONRY 8/31/13 #212707	9/10/2013	72,424.53
379956	CATES CONSTRUCTION, J. S.	CMS-SUMMER RENOV #132019 THRU 8/20/13	9/26/2013	65,132.95
379624	ACOUSTICS ASSOCIATES	BV-ACOUSTICAL PANELS 8/7/13	9/13/2013	62,900.00
379985	KIEFER SPECIALTY FLOORING INC	EMS-GYM FLOOR 8/31/13 PROJ#122208	9/26/2013	62,471.00
379961	EBERT CONSTRUCTION	GL-WALL RESTORATION 8/31/13 PROJ #6640	9/26/2013	60,972.49
379962	EGAN COMPANY	KL-PA SYSTEM	9/26/2013	52,395.00
379595	TARGET COMMERCIAL INTERIORS	HS-FLOORING	9/10/2013	51,979.64
379533	DONLAR CONSTRUCTION	EMS-GYM FLOOR #122208 7/31/13	9/10/2013	46,394.63
379712	CDW GOVERNMENT, INC	Network infrastructure for building additions	9/17/2013	43,985.57
379410	ACOUSTICS ASSOCIATES	GW-FLOOD REPAIR	9/5/2013	42,743.00
379526	CHICAGO DISTRIBUTION CTR	6th Gr MN History Textbooks	9/10/2013	42,500.00
379657	HERC-U-LIFT, INC	MDE#19512 PC-LIFT	9/13/2013	42,429.00
379878	AIRPORT TAXI, INC (WAS	TRANSPORTATION	9/24/2013	40,714.80
379978	HILLYARD INC MINNEAPOLIS	KL-SUPPLIES	9/26/2013	40,555.51
379612	WOLD ARCHITECTS AND ENGINEERS	HS-BAS PHASE 2 PROJ#122191	9/10/2013	37,587.80
379899	GROUP TRAVEL PLANNERS	BAND ACTIVITY-PAY#4	9/24/2013	34,135.00
379505	XCEL ENERGY	MONTHLY ENERGY	9/5/2013	33,593.18
379651	FINLEY BROS., INC	WMS-REPAIR TENNIS COURTS	9/13/2013	31,500.00
379910	K12 TRANSPORTATION MANAGEMENT SVCS INC	TRANSPORTAION	9/24/2013	30,666.00
379990	MN ROADWAYS COMPANY	PAVEMENT REHAB 8/31/13	9/26/2013	28,656.75
379807	CHILDREN'S HEALTH MARKET, THE	SH-Student Issues	9/19/2013	28,271.65
379894	DISCOVERY EDUCATION	ANNUAL VIDEO STREAMING 8/1/13-7/31/14	9/24/2013	27,378.09
379788	STEVENS DRILLING & ENVIRONMENTAL	MDE#28638 SH-UST TANK REMOVAL	9/17/2013	24,500.00
379799	APPLE INC	Laptops for staff	9/19/2013	22,449.90
379640	COMMERCIAL DOOR SYSTEMS, INC	OW-2ND EXIT	9/13/2013	21,523.00
379513	WEST METRO LEARNING CONNECTIONS, INC	SH-CON SERV 5/13 & 6/13	9/6/2013	19,195.00
700464	TRIO SUPPLY CO	VARIOUS INVOICES	9/20/2013	18,799.02
379989	MINT ROOFING INC	WMS & AD-REPLACE ROOFS 8/27/13	9/26/2013	17,136.45
379700	WOLD ARCHITECTS AND ENGINEERS	AD-REPLACE LIGHTING #112170	9/13/2013	17,024.45
379633	CENTRAL WOOD PRODUCTS	MDE#19491 KL & PC-PLYGRD CHIPS	9/13/2013	16,853.00
380025	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	9/30/2013	15,866.63
379812	DIVERSIFIED SNACK DISTRIBUTION INC	GROCERIES	9/19/2013	15,412.66
379514	AIR PURIFICATION & ENERGY CONSERVATION	CMS-FILTERS	9/10/2013	15,231.90
379552	JESSEN PRESS INC	13-14 CALENDAR INSERT	9/10/2013	14,181.43
380022	SCHOOL SERVICE EMPLOYEES	PAYROLL ACCRUAL	9/30/2013	13,890.29
379413	ALL STRINGS ATTACHED	ORCHESTRA INSTRUMENTS	9/5/2013	13,815.00

379931	RAV TECHNOLOGIES, INC	GW-INSTALL 2 CLASSRMS	9/24/2013	13,741.00
379768	CITY OF PLYMOUTH - FINANCE DEPT	BV-WATER	9/17/2013	13,599.51
379709	BRIGGS & MORGAN	PROF SERV 6/1/13-7/30/13	9/17/2013	13,200.80
380006	TARGET COMMERCIAL INTERIORS	OW-FLOORING	9/26/2013	12,415.50
379723	FOLLETT EDUCATIONAL SERVICES	PC-MATH BKS	9/17/2013	12,029.15
379983	JPMI CONTRUCTION CO	GW-READING RECOVERY 8/31/13 #122072	9/26/2013	11,758.63
379687	RIVERPORT INS CO	DEDUCTIBLE BILLING-WORKERS' COMP	9/13/2013	11,445.13
379680	NORTHWEST SHEET METAL	MDE#28646 MS-SAW STOPS	9/13/2013	10,230.00
379802	BIX PRODUCE CO	GROCERIES	9/19/2013	9,918.87
379443	HOUSE OF PRINT	CED-PROF SERV-YOUTH WISHES	9/5/2013	9,350.45
700455	TEAM SPORTING GOODS, INC	FB JERSEY	9/20/2013	9,292.00
379695	TRUGREEN	CMS-FALL APP	9/13/2013	9,114.03
379722	FAVORITE SERVICES, INC	MDE#19491 PC-WOODCHIPS	9/17/2013	8,550.00
700451	COMMERCIAL KITCHEN SERVICES	SUPPLIES	9/20/2013	8,484.71
379512	WEST LUTHERAN HIGH SCHOOL	GUIDANCE & NURSE 4/13-6/13	9/6/2013	8,382.70
380026	CORPORATE HEALTH SYSTEMS INC	PAYROLL ACCRUAL	9/30/2013	8,253.90
379901	HANUS ENTERPRISES,LLP	BUS GARAGE LEASE	9/24/2013	8,154.98
379720	ENVIROMENTAL PROPERTY AUDIT, INC (EPA)	MDE#30001 OW-ASBESTOS ABATE	9/17/2013	7,946.05
700458	TEAM SPORTING GOODS, INC	SOC GOALS	9/20/2013	7,665.00
379995	PLYMOUTH ICE CTR	ATH-CAPTAIN'S PRACTICE 9/16-11/7	9/26/2013	7,400.00
379893	CTB, INC	HS-YR BK RM RE-DO	9/24/2013	7,099.00
379522	BRAUN INTEREC CORP	GW ADD'N-SERV THRU 7/12/13	9/10/2013	7,033.75
379945	US ENERGY SERVICES, INC	ENERGY-AUG 13	9/24/2013	6,915.15
379471	OSTVIG TREE INC	BV-TREE REMOVAL	9/5/2013	6,500.00
379811	DENNY'S 5TH AVENUE BAKERY	GROCERIES	9/19/2013	6,196.34
379535	EBERT CONSTRUCTION	AD-SIDEWALK	9/10/2013	6,038.00
379884	ALLIED WASTE SERVICES #894	SERVICES	9/24/2013	5,996.90
379496	UNIVERSAL ATHLETIC SERVICES INC	WMS-PE UNIFORMS	9/5/2013	5,836.25
380024	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	9/30/2013	5,825.28
700448	ANCHOR PAPER COMPANY	PAPER COLORED -INVENTORY	9/19/2013	5,816.32
379566	METROPOLITAN PRINCIPALS' ACADEMY	AD-MEMBERSHIP 13-14	9/10/2013	5,700.00
379998	ROOT-O-MATIC	GW-CLEAN SEWER	9/26/2013	5,655.00
379472	CITY OF PLYMOUTH - FINANCE DEPT	FUEL USAGE-JULY 2013	9/5/2013	5,648.04
379794	WOLD ARCHITECTS AND ENGINEERS	WMS-SUMMER 13 RENOVATION #122190	9/17/2013	5,550.47
379587	RAV TECHNOLOGIES, INC	EMS-DE-INSTALL/RE-INSTALL AUDIO SYSTEMS	9/10/2013	5,515.00
379845	MN STATE HIGH SCHOOL LEAGUE	ATH-YRLY SERVICE FEES	9/19/2013	5,457.00
379849	PAMS LUNCHROOM LLC	SERVICE-8/13	9/19/2013	5,374.20
379847	NORTH SHORE GYM SALES	ATH-FOAM ROLLS	9/19/2013	5,267.00
379920	MPLS FINANCE DEPT	SERV-ORGANICS COLLECTION 1/13-6/13	9/24/2013	5,052.94
379621	SCHOOL SERVICE EMPLOYEES	PAYROLL ACCRUAL	9/13/2013	5,030.76
379681	OLSEN FIRE PROTECTION, INC	MDE#19508 DIST-SPRINKLER INSPEC	9/13/2013	4,990.00
379453	LOFFLER COMPANIES INC	COMMUNITY ED COPIER BLANKET	9/5/2013	4,978.04
379421	CARRIER CORP	CMS-REPAIR CHILLER	9/5/2013	4,861.98
380012	XEROX FINANCIAL SERVICES	WPS PRODUCTION COPIER BLANKET	9/26/2013	4,520.00
379738	LOFFLER COMPANIES INC	DAB FINANCE COPIER BLANKET	9/17/2013	4,467.61
379804	BROWN'S ICE CREAM CO	GROCERIES	9/19/2013	4,373.81
379772	PUMP & METER SERVICE, INC	MDE#19493 GW-UST REPAIR	9/17/2013	4,361.24
700421	ALLEGRA PRINT & IMAGING	WELCOME CENTER CENSUS	9/13/2013	4,148.50
379963	ELLIOTT'S PAINTING & DECORATING INC	AD-PAINT	9/26/2013	4,124.65
379918	MILLER 32ND AVE, LLC	RENT & TAXES	9/24/2013	4,070.51
379851	CITY OF PLYMOUTH - FINANCE DEPT	CSF-SEWER & WATER ACCESS CHARGES	9/19/2013	4,028.00
700439	SCHARBER & SONS	LEO PLOW FRAMES	9/13/2013	3,941.10
379652	FLAGSHIP RECREATION	MDE#19491 GL-REPAIRS	9/13/2013	3,854.00
379705	AECOM TECHNICAL SERVICES INC	MDE#28638 SH-PROF SERV 6/15-8/13	9/17/2013	3,704.33
379560	LARSON CO, GUSTAVE A.	PC-SUPPLIES	9/10/2013	3,666.63

379521	BLB CONSULTING LLC	HS-REVIT DRAWINGS 8/13	9/10/2013	3,656.00
379824	HASTINGS CO-OP CREAMERY CO	DAIRY PRODUCTS	9/19/2013	3,491.89
379634	CHILED A INSTITUTE INC	OUT-OF-STATE TUITION	9/13/2013	3,404.94
700452	COMMERCIAL KITCHEN SERVICES	SNEEZE GUARD & COLD PAN	9/20/2013	3,395.00
379867	UNIVERSAL ATHLETIC SERVICES INC	ATH-B CC SHORTS	9/19/2013	3,388.15
379607	WAYZATA COUNTRY CLUB	LDRSHIP COUNCIL & BOARD(2)	9/10/2013	3,352.30
379780	ROME, TERESA	PROF SERV 8/13	9/17/2013	3,333.32
700472	INSPEC, INC.	WHS EXT WL REHAB	9/27/2013	3,212.08
700453	LOFFLER COMPANIES, INC.	AUGUST USUAGE	9/20/2013	3,099.85
379966	FIRST STUDENT, INC	TRANSPORTATION	9/26/2013	3,008.71
379493	TOWN & COUNTRY FENCE	HS-STORM REPAIR-BALLFIELD FENCE	9/5/2013	3,000.00
379954	BOLTON & MENK INC	CMS-PROF SERV-LIFT STATION 7/20/13-8/16/13	9/26/2013	2,960.00
700417	ALLEGRA PRINT & IMAGING	DISTRICT MAILING	9/13/2013	2,911.75
379891	CORPORATE HEALTH SYSTEMS INC	FLEX PROCESS-9/13	9/24/2013	2,908.43
379857	RICHFIELD BUS CO	ATH-TRANSPORT 8/27	9/19/2013	2,752.50
379988	METRO ECSU-REGION 11 IDS #920	MDE#19500 DIST-ECSU MGT ASSISTANCE 13-14	9/26/2013	2,750.00
379896	ECSI SYSTEM INTEGRATORS	MDE#19509 EMS-SERVICE FIRE ALARM	9/24/2013	2,723.81
379524	CAPTURE VIDEO	COMM-BACK TO SCHOOL 2013 PROJECT	9/10/2013	2,700.00
379527	CLARK ENGINEERING CORP	HS-PROF SERV 7/9/13-8/17/13	9/10/2013	2,600.00
379546	IDENTITY STORES LLC	ATH-B S UNIFORMS	9/10/2013	2,568.00
379952	FREDERICK BETHKE VIOLINS LLC	HS-REPAIR CELLO #23 & #24	9/26/2013	2,536.00
379883	AIR PURIFICATION & ENERGY CONSERVATION	OW-FILTERS	9/24/2013	2,528.46
379861	ST. CROIX SCREENPRINTING INC	ATH-G CC & G TR UNIFORMS	9/19/2013	2,520.00
379606	WAYZATA, CITY OF	WMS-WATER/SEWER	9/10/2013	2,491.14
379498	VANDEPUTTE, GRETCHEN	CED-BOOT CAMPS 6/11-8/22	9/5/2013	2,488.41
380008	TRANE U.S. INC.	EMS-REPAIR FURNACE	9/26/2013	2,463.40
379466	NICOL, BARBARA	PROF SERV 8/13	9/5/2013	2,450.00
379881	ACOUSTICS ASSOCIATES	HS-PATH GRID & TILE	9/24/2013	2,430.00
700410	SCHMITT MUSIC CO	MUSIC	9/6/2013	2,428.55
379797	ADVANCE PIERRE FOODS	GROCERIES-CUST#602590	9/19/2013	2,394.00
379561	LAXGEAR LLC	B LAX DUFFELS-ATH	9/10/2013	2,337.50
700423	ALLEGRA PRINT & IMAGING	PRINTING	9/13/2013	2,325.49
700457	TEAM SPORTING GOODS, INC	FB SHOULDER PADS	9/20/2013	2,299.60
379539	GARY'S DIESEL SERVICE	CSF-REPAIR 1996 FORD PLOW TRUCK	9/10/2013	2,297.64
379943	TRUSTED EMPLOYEES	CED-PROF SERV 8/13	9/24/2013	2,297.00
379596	TIME FOR KIDS	KL-5 SUBSCRIPTIONS GR K-1	9/10/2013	2,236.76
700480	INSPEC, INC.	OW ADDN & SITE WORK	9/27/2013	2,200.00
379905	INNOVATIVE GRAPHICS	T-SHIRTS-G S & D	9/24/2013	2,184.00
379426	ECM PUBLISHERS, INC	PRINT COMMUNICATOR	9/5/2013	2,030.44
379865	TROPICANA CHILLED DSD	BEVERAGES-CUST#124737	9/19/2013	2,015.80
379580	OSP INC/OUT SOURCE PROJECTS	FACILITATE MEETING -HNPN W-PERKINS CONS	9/10/2013	2,000.00
379570	MINT ROOFING INC	GW-REPLACE BAD DRAIN	9/10/2013	1,950.00
700481	QUALITY BLENDING	SSH	9/27/2013	1,932.08
700479	INSPEC, INC.	CSF CIVIL ENGINEERING SERVICES	9/27/2013	1,897.50
700478	INSPEC, INC.	GW ADDN & SITE WORK	9/27/2013	1,885.00
379751	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	CMS-MASSP & NASSP DUES 13-14	9/17/2013	1,884.00
379835	LANDS BEST FOODS, LLC	GROCERIES	9/19/2013	1,881.00
700418	ALLEGRA PRINT & IMAGING	ENVELOPES & PAPER	9/13/2013	1,862.36
379736	LIFE INSURANCE CO OF NORTH AMERICA	ADMIN-CARVE OUT-LIFE FLX	9/17/2013	1,857.90
379729	GRAINGER INC., W. W.	CSF-SUPPLIES	9/17/2013	1,854.17
700476	INSPEC, INC.	WPS 2013 PAVEMENT REHAB	9/27/2013	1,851.25
379417	BEAR COMMUNICATIONS	BLDG WALKIE TALKIES	9/5/2013	1,811.33
379629	BLICK ART MATERIALS	CMS-ART SUPPLIES	9/13/2013	1,768.83
379724	GENERAL BINDING CORP	BV-LAMINATOR	9/17/2013	1,744.00
379442	HOUSE OF NOTE	VIOLAS	9/5/2013	1,715.00

700471	GENERAL SPORTS CORPORATION	APPAREL	9/27/2013	1,665.50
379479	SCHOOLMATE	SH-STUDENT PLANNERS	9/5/2013	1,611.00
379798	AIM ELECTRONICS, INC	ATH-EQUIPMENT	9/19/2013	1,580.00
380014	MN CHILD SUPPORT - PAYMENT CTR	PAYROLL ACCRUAL	9/30/2013	1,559.29
379685	RELATE COUNSELING CTR	MENTAL HEALTH SERV 7/13	9/13/2013	1,556.25
379937	SPIRITWEAR USA	FB APPAREL-HS	9/24/2013	1,535.70
379528	COMMAND CENTER INC	SERVICE	9/10/2013	1,524.32
379562	LIDS TEAM SPORTS	VB APPAREL-ATH	9/10/2013	1,511.61
379452	LIFESPAN	GEN ED-C & T TUITION 7/12-7/31 TS	9/5/2013	1,507.50
379558	LAKESHORE LEARNING MATERIALS	SH-SHELVES	9/10/2013	1,504.80
379484	SPEEDPRO IMAGING - NORTH METRO	ARENA-ICE BOARDS	9/5/2013	1,500.00
379573	MOORHEAD MACHINERY & BOILER CO.	EMS-BOILER REPAIR	9/10/2013	1,484.84
380007	THE BAKKEN	GL-4TH GR FIELD TRIP 10/25/13	9/26/2013	1,430.00
379461	MINT ROOFING INC	GW-ROOF REPAIR	9/5/2013	1,407.34
379919	MINITEX	HS-RENEW SUBSCR SERV 10/13-10/14	9/24/2013	1,405.00
379668	ISD #270-HOPKINS SCHOOLS	TRANSPORT-RENT 9/13	9/13/2013	1,390.09
700474	INSPEC, INC.	WHS STADIUM TURF REPLACEMENT	9/27/2013	1,350.00
379671	MARS CO, W. P. & R.S.	LAMINATING SUPPLIES	9/13/2013	1,335.70
379440	HIRSHFIELDS' PAINT MANUFACTURING	DIST-FIELD PAINT	9/5/2013	1,320.00
379574	MULCAHY CO, B. J.	PC-PUMP CONNECTORS	9/10/2013	1,299.83
379667	HOME DEPOT/GEFC	GW-SUPPLIES	9/13/2013	1,284.61
379626	AMERICAN C.P.R. & FIRST AID, INC	CED-HB TRAINING 8/23/13	9/13/2013	1,260.00
379756	MN ASSN OF SCHOOL ADMINISTRATORS	CMS-DUES 13-14	9/17/2013	1,246.00
379745	MAIL FINANCE (FORMERLY NEOPOST)	MAIL MACHINE LEASE 7/9/13-10/8/13	9/17/2013	1,244.73
379614	MN CHILD SUPPORT - PAYMENT CTR	PAYROLL ACCRUAL	9/13/2013	1,237.29
379412	AIR PURIFICATION & ENERGY CONSERVATION	EMS-FILTERS	9/5/2013	1,232.96
379826	HI-TECH REFRIGERATION	SH-NEW COOLER START-UP	9/19/2013	1,219.94
700460	TEAM SPORTING GOODS, INC	BASKETBALL	9/20/2013	1,214.82
379459	MERGES, JOHN	PROF SERV 8/6 & 8/8	9/5/2013	1,210.00
700409	MEI - MINNESOTA ELEVATOR INC	AUGUST MONTHLY SERVICE BILLING	9/6/2013	1,204.50
700436	MEI - MINNESOTA ELEVATOR INC	SEPT MONTHLY BILL	9/13/2013	1,204.50
379770	PUBLIC STORAGE	STORAGE 10/13	9/17/2013	1,203.40
379741	LOFFLER COMPANIES, INC	WHS PRINCIPAL COPIER BLANKET	9/17/2013	1,200.24
700463	TEAM SPORTING GOODS, INC	SHOULDER PADS	9/20/2013	1,200.00
379523	BRIGHTER IMAGE, A	CAFE AWNING CLEANING	9/10/2013	1,195.00
379433	FILTRATION SYSTEMS INC	EMS-POOL FILTERS	9/5/2013	1,189.89
379450	LARSON CO, GUSTAVE A.	KL-RTU SUPPLIES	9/5/2013	1,183.11
379516	ANDERSEN INC., EARL F.	GW & OW-SIGNS	9/10/2013	1,172.88
700422	ALLEGRA PRINT & IMAGING	PRINTING	9/13/2013	1,170.67
379409	ABEE INC	HS-ROPE COURSE SERVICES	9/5/2013	1,155.00
379775	RETROFIT COMPANIES INC	MDE#19494 GW-HAZ WASTE FEE	9/17/2013	1,146.01
379795	WOLD ARCHITECTS AND ENGINEERS	FF & E 2013 ELEM ADD'N #122235	9/17/2013	1,141.98
379547	INCENTIVE SERVICES INC	HR-AWARDS	9/10/2013	1,133.00
379465	NATIONAL TREASURE KUNG FU, INC	CED-PROF SERV 6/11-7/30	9/5/2013	1,129.70
700475	INSPEC, INC.	EMS 2013 STORM SEWER	9/27/2013	1,120.00
700456	TEAM SPORTING GOODS, INC	FIRST AID SUPPLIES	9/20/2013	1,113.40
379538	EXCEL IMAGES	APPAREL-SH	9/10/2013	1,105.32
700425	BOILER SERVICES, INC	EMS	9/13/2013	1,087.95
379462	MN PRINT MANAGEMENT	ACCTS PAY CKS	9/5/2013	1,082.49
379599	TWIN WEST CHAMBER OF COMMERCE	LEGISLATIVE BREAKFAST SERIES-CA,SD,CP & LC	9/10/2013	1,080.00
379473	PRAIRIE RIVER HOME CARE INC	NURSE	9/5/2013	1,057.00
379793	WEST METRO LEARNING CONNECTIONS, INC	ESY 7/13 & 8/13	9/17/2013	1,055.00
379444	INTERMEDIATE DIST 287	CATERING 8/13 & 8/19	9/5/2013	1,042.57
379534	EASTBAY TEAM SERVICES	B S VESTS-ATH	9/10/2013	1,040.34
379926	PARALLEL TECHNOLOGIES INC	GW-WIRING	9/24/2013	1,032.18

379921	MP NEXLEVEL LLC	LOCATES-8/13	9/24/2013	1,031.77
700470	COMMAND CENTER INC	SERVICE	9/27/2013	1,030.40
379885	ASPEX SOLUTIONS	HR-POLARIS SELECTION	9/24/2013	1,012.50
379644	ECOLAB PEST ELIMINATION DIV	GL-PEST CONTROL	9/13/2013	1,003.00
379486	STAPLES	BV-SUPPLIES	9/5/2013	1,000.59
379948	WINSIGHTS NETWORK	AD-DUES 9/13-8/14	9/24/2013	1,000.00
379996	POSTMASTER	PERMIT FEE RENEWAL #118000	9/26/2013	1,000.00
379815	EASTER, MARK	HS-11 PIANOS TUNED	9/19/2013	990.00
379873	WEST METRO LEARNING CONNECTIONS, INC	ESY 6/13	9/19/2013	970.00
379848	OFFICE OF ENTERPRISE TECHNOLOGY	VOICE SERV THRU 8/31/13 CUST#400D00026	9/19/2013	957.69
380015	MN DEPT OF REVENUE	PAYROLL ACCRUAL	9/30/2013	956.90
700437	QUALITY BLENDING	HS	9/13/2013	950.00
700438	QUALITY BLENDING	HS MONTHLY SERVICE-SEPT	9/13/2013	940.00
379940	STEM CAREER DAY	HS-CAREER DAY 11/1/13	9/24/2013	930.00
379568	MIDWEST MICROSCOPE SERVICE	CMS-REPAIR & CLEANING	9/10/2013	928.00
379823	HASTINGS CO-OP CREAMERY CO	DAIRY PRODUCTS	9/19/2013	925.63
379582	PEDOTE, JULIE	FB BAG TAGS-ATH	9/10/2013	918.00
379696	VCI ENVIRONMENTAL, INC.	MDE#28640 GW-ASBESTOS ABATE	9/13/2013	900.00
380000	SCHOOL DATEBOOKS, INC	GL-3RD,4TH & 5TH GR PLANNERS	9/26/2013	896.68
379758	MN ELEM SCH PRINCIPAL'S ASSN	BV-MESPA & NAESP 13-14	9/17/2013	883.00
379787	STAPLES	BV-SUPPLIES	9/17/2013	875.47
379481	SKYWARD USERS CONFERENCE OF MN	CONF REGISTRATIONS	9/5/2013	875.00
700473	INSPEC, INC.	GL	9/27/2013	874.34
379608	WEST DES MOINES VALLEY HS DEBATE	HS-TOURN 9/28-9/30	9/10/2013	855.00
379903	HIRSHFIELDS' PAINT MANUFACTURING	HS-FIELD PAINT	9/24/2013	839.25
379604	VEBEROD GEM GALLERY	HS-SUPPLIES	9/10/2013	831.87
379615	MN DEPT OF REVENUE	PAYROLL ACCRUAL	9/13/2013	813.16
379887	AUTOMATED LOGIC CORP	CMS-RTU SERVICE	9/24/2013	805.75
379423	COPA, ANTHONY	PERKINS-NOCTI TEST-ACCT ASSESSMENT	9/5/2013	800.00
379424	COPA, SANDRA	PERKINS-NOCTI TEST-ACCT ASSESSMENT	9/5/2013	800.00
379430	EVERETT, GEORGE	PERKINS-NOCTI TEST-ACCT ASSESSMENT	9/5/2013	800.00
379475	RICE, THERESE	PERKINS-NOCTI TEST-ACCT ASSESSMENT	9/5/2013	800.00
379670	LIFELINE INC	MDE#19504 HS-ZOLL AED PARTS	9/13/2013	783.75
379588	ROCKET CRANE SERVICES, INC	BV-CRANE FOR AIR HANDLER	9/10/2013	780.00
379585	PURE BLUE SWIM SHOP	APPAREL-ATH	9/10/2013	763.50
379553	JOHN DEERE LANDSCAPES	SUPPLIES-IRRIGATION	9/10/2013	761.20
379515	ALL STRINGS ATTACHED	CMS-ORCH SUPPLIES	9/10/2013	756.09
379781	SCHOOL DATEBOOKS, INC	KL-4TH & 5TH GR PLANNERS	9/17/2013	748.43
379603	US ENERGY SERVICES, INC	MGMT FEE 9/13	9/10/2013	743.00
700461	TEAM SPORTING GOODS, INC	LANYARDS	9/20/2013	736.36
700444	ALLEGRA PRINT & IMAGING	LETTERS & ENVELOPES	9/20/2013	719.80
379762	NATIONAL GEOGRAPHIC SCHOOL PUBLISHING	KL-EXPLORER SUBSCRIPTIONS 13-14	9/17/2013	717.75
379655	GRAINGER INC., W. W.	HVAC 15-SUPPLIES	9/13/2013	711.80
379661	HIRSHFIELDS' PAINT MANUFACTURING	CMS/WMS-FIELD PAINT	9/13/2013	660.00
379836	LETTERMEN SPORTS	ATH-STATE PATCHES	9/19/2013	651.32
379591	SKYWARD USERS CONFERENCE OF MN	CONF REGISTRATIONS	9/10/2013	650.00
379551	J & J GLASS & GLAZING INC	OW-WINDOW	9/10/2013	640.00
379868	US FOODS CULINARY E & S	DIST-KITCHEN SUPPLIES #H001568 & SH-FREEZER	9/19/2013	638.63
379717	EASTER, MARK	WMS-PIANO TUNING	9/17/2013	630.00
131400267	SLATER, CURTIS	REIMBURSE	9/25/2013	622.60
379999	SCHOLASTIC, INC	BV-2ND GR SCHOLASTIC SUBSCRIPTION	9/26/2013	617.37
379880	A-1 OUTDOOR POWER, INC	B & G-CHAIN SAW	9/24/2013	615.61
379898	GOPHER STATE ONE-CALL	LOCATES-8/13	9/24/2013	615.50
379968	HILL CO, ROBERT B.	OW-SALT	9/26/2013	600.54
379584	PERKINS LANDSCAPE CONTRACTORS	GRADING-BASEBALL FIELDS	9/10/2013	600.00

379933	SCHOLASTIC INC	CMS-FALL TRAINING	9/24/2013	598.00
379543	GREEN HILL SCHOOL	HS-DEBATE 9/19-9/23	9/10/2013	595.00
379939	STAPLES	BV-SUPPLIES	9/24/2013	594.43
379641	CONTINENTAL MATHEMATICS LEAGUE	V21 TEAM MEMBERSHIP 13-14	9/13/2013	588.00
700462	TEAM SPORTING GOODS, INC	WINDSCREEN	9/20/2013	587.00
379463	MOTG (MN OFFICE TECHNOLOGY GRP)	WPS PRODUCTION MAINTENANCE BLANKET	9/5/2013	583.69
131400216	LUTZ, DAVID	REIMBURSE	9/18/2013	570.38
379803	BRIH DESIGN	PROF SERV 7/16 & 7/17	9/19/2013	570.00
379592	STAPLES	SH-SUPPLIES	9/10/2013	566.98
379455	MAASFEP(MN ASN ADMIN STATE&FED ED PROG)	SP ED-CONF 9/3/13	9/5/2013	545.00
379572	MN ELEM SCH PRINCIPAL'S ASSN	BV-BREAKTHRU COACH CONF	9/10/2013	545.00
379922	NATIONAL GEOGRAPHIC SCHOOL PUBLISHING	GL-PATHFINDER SUBSCRIPTIONS	9/24/2013	535.92
379942	TIME FOR KIDS	1ST GR SUBSCRIPTIONS-BV	9/24/2013	530.40
379783	SKYWARD USERS CONFERENCE OF MN	CONF REGISTRATIONS	9/17/2013	525.00
379842	MN DAPE LEADERSHIP COMMITTEE	SP ED-CONF 9/26 & 9/27	9/19/2013	525.00
379860	SKYWARD USERS CONFERENCE OF MN	CONF REGISTRATIONS	9/19/2013	525.00
131400250	JOHNSON, MICHAEL	REIMBURSE	9/25/2013	524.72
379674	MINVALCO	GL-RTU SUPPLIES	9/13/2013	522.35
379813	DVM PIZZA, INC	PIZZA	9/19/2013	522.00
379555	K & K EXPRESS LLC DBA K2 LOGISTICS	SHIPPING-6th Gr MN History Textbooks	9/10/2013	520.93
379981	INPRO CORP	OW ADD'N-CORNER GUARDS	9/26/2013	520.15
379470	ON SITE SANITATION	CED-CMS #3573	9/5/2013	520.00
379994	PARALLEL TECHNOLOGIES INC	EMS-REPAIR CAMERA	9/26/2013	518.75
131400153	FILDES, LORI	REIMBURSE	9/4/2013	511.00
379540	GLENBROOKS DEBATE	HS-DEBATE TOURN 11/23/13-11/25/13	9/10/2013	510.00
380011	WIGEN COMPANIES INC	HS-SERV WATER SOFTENER	9/26/2013	500.15
379677	MN STATE HIGH SCHOOL MATH LEAGUE	HS-SCHOOL MEMBERSHIP 13-14	9/13/2013	500.00
379749	MEDINA GOLF & COUNTRY CLUB	DEPOSIT-AN EVENING OUT 3/1/14	9/17/2013	500.00
700477	INSPEC, INC.	SSH ADDN & SITE WORK	9/27/2013	500.00
379600	UNIVERSAL PUBLISHING	S.H. - Grade 1	9/10/2013	495.00
379708	BARNES & NOBLE	SUMMER READ PROG	9/17/2013	495.00
700469	COMMAND CENTER INC	KL & W SUBS	9/27/2013	492.80
379984	KD & COMPANY RECYCLING INC	EMS-FIRE LANE AREA	9/26/2013	491.82
379841	MIXMI BRANDS INC	HS & MS-YOGURT	9/19/2013	490.00
379446	J & J GLASS & GLAZING INC	HS-WINDOWS	9/5/2013	485.16
131400157	ROBERTSON, ELIZABETH	REIMBURSE	9/4/2013	484.50
131400228	SCHAEFBAUER, RODGER	REIMBURSE	9/18/2013	480.82
379743	MAAA (MN ADAPTED ATHLETIC ASSN)	ATH-PARTICIPATION FEE 13-14	9/17/2013	480.00
379924	PARADISE COMPANIES INC	OW- 5TH GR FIELD TRIP DEPOSIT 6/4/14	9/24/2013	480.00
379979	HIRSHFIELD'S PAINT	PARKING LOT PAINT	9/26/2013	479.60
379859	SCHOLASTIC CLASSROOM MAGAZINES	KL-2ND GR PUBLICATIONS	9/19/2013	478.52
379598	TRI-K SERVICES	WMS-DIRT	9/10/2013	466.00
700435	MC GRAW HILL COMPANIES	PC SUPPLIES	9/13/2013	465.82
379489	SUGAR MAMAS ICE CREAM TRUCK	PCHB-ICE CREAM 8/16	9/5/2013	462.00
379531	CRESCENT ELECTRIC SUPPLY CO	CMS-REPLACE LIGHTING	9/10/2013	458.73
379713	CDW GOVERNMENT, INC	NETWORK ADDITIONS FOR WHS	9/17/2013	457.50
131400263	PESZNEKER, TONY	REIMBURSE	9/25/2013	455.00
379819	GENERAL BINDING CORP	CMS-SERV AGREE #UB00345G	9/19/2013	450.00
379530	CONSTRUCTIVE PLAYTHINGS	GW-DIVIDER PANELS	9/10/2013	448.47
379773	REALLY GOOD STUFF	S.H. - RR	9/17/2013	446.29
379760	MOORE MEDICAL CO	PROV ACAD-HEALTH SUPPLIES	9/17/2013	441.95
379927	PEPPER & SON INC., J. W.	ORCH MUSIC	9/24/2013	440.99
379888	BADGER FIX LLC	KL-iPAD REPAIR RF	9/24/2013	440.00
379605	VIKING ELECTRIC SUPPLY, INC	GW-SUPPLIES	9/10/2013	436.90
379507	XEROX FINANCIAL SERVICES	ECSE RM D116 & ASSESS OFFICE COPIER BLANKET	9/5/2013	434.51

700459	TEAM SPORTING GOODS, INC	WINDSCREEN	9/20/2013	434.00
379796	XEROX FINANCIAL SERVICES	HS MEDIA/ATHLETICS COPIER LEASE BLANKET	9/17/2013	430.47
379947	VIRCO INC	PC TOTES	9/24/2013	428.81
379518	ART PARTNERS GROUP LLC	RECORD PANELS-ATH	9/10/2013	427.35
379636	CITI-CARGO & STORAGE	EMS-STORAGE (FINAL)	9/13/2013	423.83
379625	AMERICAN FLAGPOLE & FLAG CO	FLAGS	9/13/2013	418.80
131400181	KOPECKY, KATHLEEN	REIMBURSE	9/11/2013	414.99
131400236	ZEMAN, ELEANOR	REIMBURSE	9/18/2013	411.11
379755	MN ADMINISTATOR FOR SPECIAL EDUCATION	DUES 13-14	9/17/2013	410.00
379957	CITY OF ST. LOUIS PARK	GL-KNGN FIELD TRIP 10/4/13	9/26/2013	409.50
379559	LAKEVILLE NORTH HIGH SCHOOL	ATH-JV & V VB 10/4/13	9/10/2013	405.00
379946	VIKING ELECTRIC SUPPLY, INC	AP MOUNTS	9/24/2013	403.76
379650	FERGUSON ENTERPRISES, INC #1657	SUPPLIES	9/13/2013	401.99
379571	MN DEPT OF LABOR AND INDUSTRY	CSF-PLUMBING PLAN REVIEW	9/10/2013	400.00
379642	EBC (EDUCATORS BENEFIT CONSULTANTS)	ADMIN & COMPLIANCE SERVICE	9/13/2013	400.00
379688	SCHOENBORN, CARL	DRAMA CLUB PLAY	9/13/2013	400.00
131400258	MATTIOLI, VALERIE	REIMBURSE	9/25/2013	400.00
379902	HIGHWAY 55 RENTAL & SALES INC	RENT DIA BLADE-ASHPHALT	9/24/2013	399.95
700415	TESSMAN SEED CO	WEED CONTROL -DW	9/6/2013	397.57
379892	CROWN LIFT TRUCK	SERVICE-FORKLIFT	9/24/2013	392.13
700482	QUALITY BLENDING	HS COOLING TOWERS	9/27/2013	392.00
379689	SCHOOLMATE	KL-STUDENT PLANNERS	9/13/2013	385.00
379986	LOW VOLTAGE CONTRACTORS	EMS-ELEVATOR PROJECT	9/26/2013	385.00
131400230	SHEPARD, TYLER	REIMBURSE	9/18/2013	382.77
379567	MID CITY SERVICES INDUSTRIAL LAUNDRY	LINENS	9/10/2013	372.99
379923	NIMERFROH, JOAN	CED-CORE PILATES	9/24/2013	372.60
379949	YOGASTUDIO	CED-PROF SERV 7/23-8/29	9/24/2013	368.55
379846	MOTG (MN OFFICE TECHNOLOGY GRP)	DAB HP COPIER/PRINTER PURCHASE	9/19/2013	366.00
379622	US DEPT OF EDUCATION	PAYROLL ACCRUAL	9/13/2013	361.33
380023	US DEPT OF EDUCATION	PAYROLL ACCRUAL	9/30/2013	358.56
131400155	HOLZ, JILL	REIMBURSE	9/4/2013	357.79
379895	ECOLAB PEST ELIMINATION DIV	HS-PEST CONTROL	9/24/2013	355.00
379623	1ST LINE/LEEWES VENTURES LLC	FOOD-INDOOR CONCESSIONS	9/13/2013	354.53
700468	COMMAND CENTER INC	OW SUBS	9/27/2013	353.88
379934	SCHOLASTIC CLASSROOM MAGAZINES	WMS-CLASSRM MAGAZINES	9/24/2013	345.95
379506	XEROX CORPORATION	HS MEDIA CTR COPIER BLANKET	9/5/2013	345.91
700442	STATE SUPPLY CO, INC.	EMS	9/13/2013	345.73
131400170	GIBSON, JANE	REIMBURSE	9/11/2013	345.22
131400164	CHRISTENSON, ERIK	REIMBURSE	9/11/2013	343.18
379993	P & J PROMOTIONS, LLC	T-SHIRTS-WMS	9/26/2013	341.00
379747	MATH MASTERS OF MN	OW- COMPETITION 4/26/14	9/17/2013	340.00
700447	ALLEGRA PRINT & IMAGING	GREETING CARDS & ENVELOPES	9/20/2013	340.00
379488	STEPS TO LITERACY	SH-Wayzata Plus-AZ	9/5/2013	338.14
131400215	LEE, CANDACE	REIMBURSE	9/18/2013	337.39
379427	EDUCATION TO GO	CED-PROF SERV	9/5/2013	336.25
379897	FOLLETT EDUCATIONAL SERVICES	CMS & EMS-MATH TEXTBKS	9/24/2013	336.20
379586	RASSIER, RICHARD	PROF SERV 8/26/13-ATH	9/10/2013	335.00
379778	ROBERTS, GINA	KL-SIGN PROJECT	9/17/2013	334.92
379872	WATSON CO INC., THE	HS-ALA CARTE DRINKS	9/19/2013	334.84
379733	LAKESHORE LEARNING MATERIALS	PC SUPPLIES	9/17/2013	333.35
380018	PERFORMANT RECOVERY INC	PAYROLL ACCRUAL	9/30/2013	329.03
379646	ELECTRIC SCIENTIFIC CO. INC.	MDE#19506 CMS MEDIA CTR-SEMI ANNUAL INSPEC	9/13/2013	325.00
379742	MAA AMERICAN MATHEMATICS COMPETITIONS	3 MS-COMPETITION 13-14	9/17/2013	324.00
379734	LEGO EDUCATION	SH-LEGO EDUCATION	9/17/2013	321.00
379754	MN SCIENCE OLYMPIAD	HS-TEAMS	9/17/2013	320.00

379907	IRON MOUNTAIN	DIST-RECORD STORAGE 9/13	9/24/2013	319.64
700419	ALLEGRA PRINT & IMAGING	CULINARY EXPRESS BCS	9/13/2013	318.40
379618	PERFORMANT RECOVERY INC	PAYROLL ACCRUAL	9/13/2013	316.54
131400166	DUENAS, DOMINIC	REIMBURSE	9/11/2013	315.70
131400227	RAY, MADELINE	REIMBURSE	9/18/2013	311.51
379441	HOLDER, EMILY	CED HB-PROF SERV 8/20/13	9/5/2013	310.00
379445	J & R SCHOOL SUPPLIES	SUPPLIES-SCHOOL STORE MACHINE	9/5/2013	310.00
379577	NUTRI KIDS-HEARTLAND PAYMENT SYSTEMS	ANNUAL MAINT FEE-MENU PLANNING 13-14	9/10/2013	310.00
379619	PHEAA	PAYROLL ACCRUAL	9/13/2013	309.43
131400180	KIMBLER, RODNEY	REIMBURSE	9/11/2013	308.31
379704	ADI	MDE#19509 EMS-FIRE PANEL BATTERIES	9/17/2013	302.28
379594	ST. MICHAEL-ALBERTVILLE HIGH SCHOOL	ATH-V VB 10/11/13	9/10/2013	300.00
379744	MN ASSN OF EDUCATIONAL OFFICE PROF	CONF 10/13	9/17/2013	300.00
379852	PRECISION CLEANING INC.	OW-RECLEAN HOOD (CONST)	9/19/2013	300.00
379944	UNIVERSAL ATHLETIC SERVICES INC	WATER BOTTLES	9/24/2013	300.00
379987	MAPLE GROVE HIGH SCHOOL	ATH-JV/V G SWIM 9/28/13	9/26/2013	300.00
379997	QUESTIONS UNLIMITED	QU 3-2-1 COMPETITION	9/26/2013	300.00
380002	SKARNES, INC	CMS-REPAIR CARTS	9/26/2013	293.25
380005	STEP SAVER INC	HS-SALT	9/26/2013	291.10
131400162	BERNDT, AARON	REIMBURSE	9/11/2013	290.06
700465	ALLEGRA PRINT & IMAGING	POSTCARDS	9/27/2013	289.36
379771	PUBLIC STORAGE 08316	STORAGE 10/13	9/17/2013	289.00
379726	GOPHER SPORT	BV-PLAYGRD BALLS	9/17/2013	284.20
700484	STATE SUPPLY CO, INC.	CMS PLUMBING	9/27/2013	281.03
379676	MN JUNIOR HIGH SCHOOL MATH LEAGUE	CMS- (4) 7TH-8TH GR TEAMS 13-14	9/13/2013	280.00
380003	STAPLES	AD-SUPPLIES	9/26/2013	277.10
379565	MARS CO, W. P. & R.S.	MDE#19488 OW-BUS CORRAL SURVEY	9/10/2013	276.00
379914	MATH MASTERS OF MN	CMS-COMP 3 TEAMS 3/8/14	9/24/2013	275.00
379960	EASTER, MARK	KL-3 PIANOS TUNED	9/26/2013	270.00
379639	COCA-COLA REFRESHMENTS	FOOD-INDOOR CONCESSIONS	9/13/2013	269.52
131400161	BEHL, GARY	REIMBURSE	9/11/2013	269.00
379575	NAPA AUTO PARTS OF CORCORAN	CSF-SUPPLIES	9/10/2013	266.02
379593	STEP SAVER INC	HS-SALT	9/10/2013	262.40
131400175	HERRSCHER, JESSI	REIMBURSE	9/11/2013	261.04
379913	MATH MASTERS OF MN	SH-COMP 3 TEAMS 4/26/14	9/24/2013	255.00
700426	GENERAL SPORTS CORPORATION	APPAREL	9/13/2013	252.00
379460	MERZER M.A., L.P., SHEILA	PROF SERV 8/12	9/5/2013	250.00
379536	ESTERO ELECTRIC CO	CMS-INSTALL RELAYS	9/10/2013	250.00
379601	UNIVERSITY OF OREGON	SH-SWIS SUBSCRIPTION	9/10/2013	250.00
379790	UNIVERSITY OF OREGON	PC-SWIS SUBSCRIPTION	9/17/2013	250.00
379855	RAUSCH, STURM, ISRAEL & HORNICK, S.C.	GARNISH PAYROLL 6/14/13-9/13/13 B	9/19/2013	248.05
131400233	ST CYR, JUDITH	REIMBURSE	9/18/2013	240.00
131400151	ELMHIRST, DAVID	REIMBURSE	9/4/2013	237.52
131400172	HANSEN, ELIZABETH	REIMBURSE	9/11/2013	236.35
380019	PHEAA	PAYROLL ACCRUAL	9/30/2013	234.32
379691	SUPREME SCHOOL SUPPLY CO	PC SUPPLIES	9/13/2013	232.29
379706	ARMIN INC., ERIC (EAI)	PC SUPPLIES	9/17/2013	232.02
379730	ID AMERICA	INK-RIBBON	9/17/2013	231.79
131400270	SWENSON, KYLE	REIMBURSE	9/25/2013	231.63
379544	HAMEL BUILDING CTR	DIST-SUPPLIES	9/10/2013	229.97
379777	RIVERPORT INS CO	POL#PSP0137900 PROP COMM & EDP HARDWARE	9/17/2013	226.32
131400242	DITTRICH, DIANE	REIMBURSE	9/25/2013	226.00
379510	HOLY NAME CHURCH	HOXIE-TRANSPORT	9/6/2013	225.00
379617	PERFORMANT RECOVERY INC	PAYROLL ACCRUAL	9/13/2013	224.17
380017	PERFORMANT RECOVERY INC	PAYROLL ACCRUAL	9/30/2013	224.17

131400156	KRUBSACK, DONALD	REIMBURSE	9/4/2013	223.50
379420	BUG ZONE	KLHB-PRESENTATION	9/5/2013	221.00
379649	FAMILY SPEECH & THERAPY SERVICES LLC	ESY SPL	9/13/2013	220.50
379964	FERGUSON ENTERPRISES, INC #1657	PC-FAUCET	9/26/2013	219.99
131400210	HOOVER, JUDITH	REIMBURSE	9/18/2013	219.75
131400160	ANDERSON, MARY	REIMBURSE	9/11/2013	218.65
379904	INGRAM LIBRARY SERVICES	CMS-MEDIA CTR PAPERBKS	9/24/2013	215.60
379434	FITNESS FINDERS, INC	S.A.- Recess Running Club	9/5/2013	211.90
700411	TESSMAN SEED CO	ROUNDUP	9/6/2013	211.37
700414	TESSMAN SEED CO	DW WEED CONTROL	9/6/2013	211.37
379715	DISCOUNT SCHOOL SUPPLY	PC-SUPPLIES	9/17/2013	210.02
379487	STEP SAVER INC	HS-SALT	9/5/2013	208.08
379659	HILL CO, ROBERT B.	WMS-SALT	9/13/2013	207.90
379451	LARSON CO, J. H.	HS-GLOBE LIGHT	9/5/2013	206.82
131400260	MENZEL, MICHELE	REIMBURSE	9/25/2013	205.86
700467	ALLEGRA PRINT & IMAGING	YOUNG SCHOLARS LESSON CARDS	9/27/2013	203.76
379678	NATL GEOGRAPHIC BEE	KL-NAT'L GEO BEE 13-14	9/13/2013	200.00
379707	ARMSTRONG HIGH SCHOOL	ATH-V B/G CC 10/21/13	9/17/2013	200.00
379764	NATL GEOGRAPHIC BEE	GW-NAT'L GEO BEE 13-14	9/17/2013	200.00
379882	ACT, INC	LINKAGE REPORT-EXPLORE 9/PLAN 10	9/24/2013	200.00
379950	ZUEST, ROZALYN	CED HB-PROF SERV 8/20/13	9/24/2013	200.00
131400185	NARVESON, CAROLYN	REIMBURSE	9/11/2013	200.00
379583	PEPPER & SON INC., J. W.	CMS-CHOIR SUPPLIES	9/10/2013	197.88
379814	EASTBAY TEAM SERVICES	ATH-G S APPAREL	9/19/2013	197.00
379928	PIONEER VALLEY BOOKS	PC SUPPLIES	9/24/2013	194.70
379874	XEROX FINANCIAL SERVICES	SP ED DOWNSTAIRS COPIER BLANKET	9/19/2013	193.98
379502	WEST MUSIC CO	GEHRZ MUSIC	9/5/2013	192.88
131400243	ELSTAD, KAYLIE	REIMBURSE	9/25/2013	192.22
131400189	STROM, SUSAN	REIMBURSE	9/11/2013	190.77
379520	AT&T MOBILITY	CSF-iPADS	9/10/2013	190.58
379753	MN COUNCIL FOR EXCEPTIONAL CHILDREN-DEC	CONF REGISTRATION	9/17/2013	190.00
700441	SCHOOL SPECIALTY	EASEL - INGEMANN	9/13/2013	188.29
379517	APPLE VALLEY VOLLEYBALL BOOSTER CLUB	ATH-10A VB 10/5/13	9/10/2013	187.50
700413	TESSMAN SEED CO	DW FENCELINES	9/6/2013	186.20
379917	METRO ECSU-REGION 11 IDS #920	HS-METRO PRINC-COLLEGIAL GROUPS SD	9/24/2013	185.00
700466	ALLEGRA PRINT & IMAGING	NOTECARDS	9/27/2013	183.66
379613	IRS CENTER - UNITED STATES TREASURY	PAYROLL ACCRUAL	9/13/2013	182.00
380013	IRS CENTER - UNITED STATES TREASURY	PAYROLL ACCRUAL	9/30/2013	182.00
131400173	HARREN, KIMBERLY	REIMBURSE	9/11/2013	180.99
379941	TIES	TECH CONF	9/24/2013	180.00
131400206	GJEVRE, KATIANNE	REIMBURSE	9/18/2013	179.94
131400259	MCLAUGHLIN, LISA	REIMBURSE	9/25/2013	178.46
379519	ASSN FOR SUPERVISION & CURR. DEV.(ASCD)	CMS-MEMBERSHIP	9/10/2013	178.00
700412	TESSMAN SEED CO	SEED	9/6/2013	178.00
131400193	WEHRMANN, KARI	REIMBURSE	9/11/2013	176.94
379675	MN DAPE LEADERSHIP COMMITTEE	HS-CONF 9/13	9/13/2013	175.00
379935	SCHOOL NUTRITION DIRECTORS OF MN	MEMBERSHIPS 13-14	9/24/2013	175.00
131400196	WILLAR, DAWN	REIMBURSE	9/11/2013	175.00
379436	GROTH MUSIC CO	EMS-CHOIR MUSIC	9/5/2013	174.23
379422	CITI-CARGO & STORAGE	DOME STORAGE	9/5/2013	174.00
379890	CITI-CARGO & STORAGE	DOME STORAGE	9/24/2013	174.00
379590	SAMPSON MILLER ADVERTISING INC	PC-NAMEPLATE	9/10/2013	168.75
379653	FOLLETT EDUCATIONAL SERVICES	GL-MATH JOURNALS	9/13/2013	165.00
379673	MCINTOSH, ALAN	OFFICIAL	9/13/2013	165.00
700424	ALLEGRA PRINT & IMAGING	PRINTING-SCHOOL MAPS CMS	9/13/2013	162.99

379648	EMSL ANALYTICAL, INC	MDE#19505 GW-ASBESTOS ANAL FEE	9/13/2013	162.00
131400225	PERRON, NANCY	REIMBURSE	9/18/2013	161.70
380009	UNLIMITED SUPPLIES	B & G-SUPPLIES	9/26/2013	160.80
700416	ALLEGRA PRINT & IMAGING	DISTRICT MAILING	9/13/2013	155.96
131400183	LARSON, SARA	REIMBURSE	9/11/2013	155.38
379541	GRAINGER INC., W. W.	EMS-RESTRM SIGNS	9/10/2013	155.20
131400208	HANUS, GAIL	REIMBURSE	9/18/2013	153.30
379682	PLANK ROAD PUBLISHING	PC-SUPPLIES TA	9/13/2013	152.20
379810	CUB FOODS	GROCERIES-CUST#27	9/19/2013	151.80
379930	PREMIUM WATERS, INC	CSF-WATER DELIVERY	9/24/2013	150.68
380010	VIKING ELECTRIC SUPPLY, INC	HS-TURF PROJECT	9/26/2013	150.04
379525	CHASKA HIGH SCHOOL	ATH-V G CC 10/1/13	9/10/2013	150.00
379752	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	HS-DISCIPLINE WKSP 9/26/13	9/17/2013	150.00
379757	MN ELEM SCH PRINCIPAL'S ASSN	GW-LEGAL SEMINAR 10/4/13	9/17/2013	150.00
379789	SWAIN CROSS COUNTRY RUN	ATH-B CC 10/5/13	9/17/2013	150.00
379912	LARSON CO, GUSTAVE A.	CMS-RTU SUPPLIES	9/24/2013	150.00
131400214	KNUTSEN, TERAH	REIMBURSE	9/18/2013	150.00
131400247	HINTSALA, JULIE	REIMBURSE	9/25/2013	148.46
131400262	PERALEZ, DAVID	REIMBURSE	9/25/2013	148.26
379792	VIRCO INC	GW-ZUMA ROCKERS	9/17/2013	146.82
379932	ROOT-O-MATIC	EMS-SERVICE	9/24/2013	145.00
379982	JENSEN, SCOTT	HS-REPAIR BASS	9/26/2013	142.15
380001	SHIFFLER EQUIPMENT SALES, INC	KL & CSF-SUPPLIES	9/26/2013	140.05
379429	EROSION PRODUCTS LLC	STUMP REMOVAL	9/5/2013	136.00
379474	PROFESSIONAL INTERPRETING	CONT SERV	9/5/2013	136.00
379563	LINDGREN DESIGN, IRENE	PROF SERV	9/10/2013	135.00
379759	MN FUTURE PROBLEM SOLVING PROGRAM	DIST-REGISTER	9/17/2013	135.00
379464	MURPHY, MAUREEN	PROVIDENCE HEALTH SUPPLIES	9/5/2013	133.80
131400154	GREGORY, JILL	REIMBURSE	9/4/2013	130.99
379500	VOZNYUK, ALEKSANDR	OFFICIAL	9/5/2013	130.00
379501	VOZNYUK, ANDREY	OFFICIAL	9/5/2013	130.00
379784	STAGES THEATRE CO	OW-DEPOSIT FIELD TRIP 1/30/14	9/17/2013	129.40
131400200	AXELROD, CINTHIA	REIMBURSE	9/18/2013	127.33
379856	REIMERS, DOUGLAS	OFFICIAL	9/19/2013	126.00
379411	AFIMOV, AUDREY	OFFICIAL	9/5/2013	125.00
379414	AOUCHE, TARIQ	OFFICIAL	9/5/2013	125.00
379508	ZOUAD, BADREDDINE	OFFICIAL	9/5/2013	125.00
379843	MN FUTURE PROBLEM SOLVING PROGRAM	CMS-WKSP 9/19/13 DL	9/19/2013	125.00
379991	MOUNDSVIEW HIGH SCHOOL	ATH- B CC 9/27/13	9/26/2013	125.00
131400244	FOREMAN, LEAH	REIMBURSE	9/25/2013	124.37
379980	INPRO CORP	GL-CORNER GUARDS	9/26/2013	121.07
131400237	AVELAR, REBECCA	REIMBURSE	9/25/2013	120.75
700440	SCHOOL SPECIALTY	MATH SUPPLIES - 1ST GRADE	9/13/2013	116.31
131400209	HERZOG, JORDAN	REIMBURSE	9/18/2013	115.93
131400218	MATTIOLI, VALERIE	REIMBURSE	9/18/2013	115.82
379703	ACADEMIC HALLMARKS	KNOWLEDGE MASTER 13-14	9/17/2013	115.50
700443	STATE SUPPLY CO, INC.	OW BOILER GASKETS	9/13/2013	114.98
379834	K4 APPLICATION INC DBA DUNN BROS COFFEE	HS-COFFEE	9/19/2013	114.00
379449	KAPLAN, SHERRY	REFUND	9/5/2013	112.20
379967	HIGHWAY 55 RENTAL & SALES INC	GW-RENT ROTO HAMMER (TRAFFIC SIGN)	9/26/2013	110.50
379456	MANDILE, RICHARD	OFFICIAL	9/5/2013	110.00
379672	MCCRORY, MARCUS	OFFICIAL	9/13/2013	110.00
379710	BURNSVILLE HIGH SCHOOL - ATHLETICS	ATH-V B CC 9/19/13	9/17/2013	110.00
379748	MCCRORY, MARCUS	OFFICIAL	9/17/2013	110.00
379838	MCCRORY, MARCUS	OFFICIAL	9/19/2013	110.00

131400224	PADJEN, AMANDA	REIMBURSE	9/18/2013	108.00
131400235	WINDSOR, CYNTHIA	REIMBURSE	9/18/2013	107.75
700445	ALLEGRA PRINT & IMAGING	MAPS	9/20/2013	104.09
131400265	SEELAND, ELIZABETH	REIMBURSE	9/25/2013	103.43
379616	NEW YORK LIFE	PAYROLL ACCRUAL	9/13/2013	102.25
380016	NEW YORK LIFE	PAYROLL ACCRUAL	9/30/2013	102.25
700483	STATE SUPPLY CO, INC.	WMS POOL SHOWERS	9/27/2013	101.69
379638	CLASSROOM SUPPLY MART	BIRTHDAY PENCILS-SH	9/13/2013	101.18
379435	GLOBAL TRANSLATION & INTERPRETER	PROF SERV 7/19	9/5/2013	100.00
379576	NATL GEOGRAPHIC BEE	PC-NAT'L GEO BEE 13-14	9/10/2013	100.00
379718	EDINA HIGH SCHOOL	ATH-9A G S 10/12/13	9/17/2013	100.00
379817	FAY, GRETA	OFFICIAL	9/19/2013	100.00
379877	CITY OF PLYMOUTH - FINANCE DEPT	WETLAND REVIEW FEE	9/23/2013	100.00
379992	NATL GEOGRAPHIC BEE-C/O NAT'L GEOGR SOC	WMS-NAT'L GEO BEE 13-14	9/26/2013	100.00
131400249	JACKSON, SCOTT	REIMBURSE	9/25/2013	98.97
379951	ALLINA HEALTH	PHYSICAL 8/29/13	9/26/2013	98.50
379879	1ST LINE/LEEWES VENTURES LLC	FOOD-INDOOR CONCESSIONS	9/24/2013	97.80
379958	COMMERCIAL DOOR SYSTEMS, INC	WINDOW KITS	9/26/2013	97.75
700420	ALLEGRA PRINT & IMAGING	SYNCHRO POSTERS	9/13/2013	97.57
379545	ID AMERICA	WELCOME-SUPPLIES	9/10/2013	97.50
379556	KENNEDY & GRAVEN CHARTERED	PROF SERV 7/13	9/10/2013	97.50
379447	JOHNSTONE SUPPLY	BV-COPPER TUBING	9/5/2013	95.49
131400217	MAKI, MARY	REIMBURSE	9/18/2013	94.88
379820	GRAINGER INC., W. W.	WMS-DISHWASHER PARTS	9/19/2013	94.05
131400261	MILLER, CURTIS	REIMBURSE	9/25/2013	93.46
131400238	BALDWIN, KRISTIN	REIMBURSE	9/25/2013	92.64
379482	SMITH, RACHEL	REFUND	9/5/2013	92.45
131400202	BOBEK, DANIEL	REIMBURSE	9/18/2013	92.38
379774	RESOURCES FOR READING	PC SUPPLIES	9/17/2013	92.07
131400269	SWANSON, ANIKA	REIMBURSE	9/25/2013	91.22
131400254	KOZLOVSKI, KIM	REIMBURSE	9/25/2013	90.18
379750	METRO ECSU-REGION 11 IDS #920	FRIDAY FORUM 10/4/13	9/17/2013	90.00
379821	GRAINGER INC., W. W.	HS-FAN	9/19/2013	90.00
379844	MN SCHOOL NUTRITION ASSOCIATION	CONF 11/13	9/19/2013	90.00
131400211	JOHNSON, JERI	REIMBURSE	9/18/2013	87.07
379637	CITI-CARGO & STORAGE	DOMESTIC STORAGE	9/13/2013	87.00
131400179	KESSLER, MARIANNA	REIMBURSE	9/11/2013	86.75
379953	BLUE, VICTORIA	REFUND	9/26/2013	86.40
379863	THREE RIVERS PARK DISTRICT	OW- 5TH GR FIELD TRIP 1/23/14 HOUSEHOLD #359048	9/19/2013	85.00
379645	EDUCATION WEEK	AD-SUBSCRIPTION	9/13/2013	84.94
131400245	GIBBS, ASHLEY	REIMBURSE	9/25/2013	84.76
379801	BADGER, DAVID	OFFICIAL	9/19/2013	84.00
379809	CONLEY, BEN	OFFICIAL	9/19/2013	84.00
379822	GUIDARELLI, JOSEPH	OFFICIAL	9/19/2013	84.00
379825	HAUGEN, CHRISTOPHER	OFFICIAL	9/19/2013	84.00
379833	JONES, ADAM	OFFICIAL	9/19/2013	84.00
131400167	EICHELDINGER, MATTHEW	REIMBURSE	9/11/2013	83.22
379419	BRISCO, GERRY	OFFICIAL	9/5/2013	83.00
379428	EKEGREN, JEANNE	OFFICIAL	9/5/2013	83.00
379628	BIRNBAUM, ROGER	OFFICIAL	9/13/2013	83.00
379698	WOELFEL, MICHELLE	OFFICIAL	9/13/2013	83.00
131400194	WEST, DEBORAH	REIMBURSE	9/11/2013	82.00
131400184	LEVIN, WILLIAM	REIMBURSE	9/11/2013	81.81
131400255	KRUEGER, CHERLYNNE	REIMBURSE	9/25/2013	81.17
379495	TRANE U.S. INC.	GW-RTU SUPPLIES	9/5/2013	80.36

379532	CROPPER, JENNIFER	TROJAN TOTS	9/10/2013	80.00
379714	CTAM-COMMUNICATION & THEATER ASSO MN	HS-MEMBERSHIP	9/17/2013	80.00
131400222	NEIL, KAREN	REIMBURSE	9/18/2013	79.88
131400241	DIERKS, SUSAN	REIMBURSE	9/25/2013	79.75
131400198	WONG, MARGARET	REIMBURSE	9/11/2013	77.10
131400226	PETERSON, DONNA	REIMBURSE	9/18/2013	74.86
379631	BROWN'S ICE CREAM CO	FOOD-INDOOR CONCESSIONS	9/13/2013	74.14
131400239	BOWMAN, DEBORAH	REIMBURSE	9/25/2013	74.01
379761	MUSIC IN MOTION	PC SUPPLIES	9/17/2013	72.35
131400219	MOFFETT, LAURA	REIMBURSE	9/18/2013	72.10
131400186	RANDALL, LIZABETH	REIMBURSE	9/11/2013	71.76
131400232	SKALLAND, AMANDA	REIMBURSE	9/18/2013	71.76
131400178	JOHNSON, RICHARD	REIMBURSE	9/11/2013	70.61
131400191	TIBESAR, NICHOLAS	REIMBURSE	9/11/2013	70.00
700446	ALLEGRA PRINT & IMAGING	FLASH CARDS	9/20/2013	67.39
379418	BORK, GARY	OFFICIAL	9/5/2013	66.00
379454	LOKOWICH, MARY	OFFICIAL	9/5/2013	66.00
379509	AIRPORT TAXI, INC (WAS	TRANSPORT	9/6/2013	66.00
379827	HIGH NORTH INC	OFFICIAL	9/19/2013	66.00
379840	MCNEAL, GILLIAN	OFFICIAL	9/19/2013	66.00
700450	ANCHOR PAPER COMPANY	PAPER	9/20/2013	65.85
379660	HIRSHFIELD'S PAINT	CMS-PAINT	9/13/2013	65.33
379438	HABCHANE, SAID	OFFICIAL	9/5/2013	65.00
379457	MCGREGOR, IAN	OFFICIAL	9/5/2013	65.00
379869	VOZNYUK, ALEKSANDR	OFFICIAL	9/19/2013	65.00
379870	VOZNYUK, ANDREY	OFFICIAL	9/19/2013	65.00
379875	ZYLLA, EMILY	OFFICIAL	9/19/2013	65.00
131400187	RAVNHOLDT, TANYA	REIMBURSE	9/11/2013	63.87
379415	BANDY, ERIC	OFFICIAL	9/5/2013	63.00
379432	FILIP, LOUIS	OFFICIAL	9/5/2013	63.00
379437	HAASE, JASON	OFFICIAL	9/5/2013	63.00
379448	KALLAS, MICHAEL	OFFICIAL	9/5/2013	63.00
379467	NIX, JOSHUA	OFFICIAL	9/5/2013	63.00
379476	RICHTER, ROYCE	OFFICIAL	9/5/2013	63.00
379483	SORENSEN, MATTHEW	OFFICIAL	9/5/2013	63.00
379491	THOENNES, DOUG	OFFICIAL	9/5/2013	63.00
379494	TOWRTEN, RYAN	OFFICIAL	9/5/2013	63.00
379627	ANDRUS, MICHAEL	OFFICIAL	9/13/2013	63.00
379630	BOHMBACH, JOHN	OFFICIAL	9/13/2013	63.00
379635	CHRISTIAN, MATTHEW	OFFICIAL	9/13/2013	63.00
379656	HAASE, JASON	OFFICIAL	9/13/2013	63.00
379679	NORGAARD, DAN	OFFICIAL	9/13/2013	63.00
379684	REIMERS, DOUGLAS	OFFICIAL	9/13/2013	63.00
379690	SORENSEN, MATTHEW	OFFICIAL	9/13/2013	63.00
379697	WILSON, JOHN	OFFICIAL	9/13/2013	63.00
379702	ZELENAK, MARK	OFFICIAL	9/13/2013	63.00
379805	CANAKES, STEVE	OFFICIAL	9/19/2013	63.00
379808	CONDON, JEROME	OFFICIAL	9/19/2013	63.00
379818	FORTNER, JONATHAN	OFFICIAL	9/19/2013	63.00
379858	RIES, ROBERT	OFFICIAL	9/19/2013	63.00
379862	THOENNES, DOUG	OFFICIAL	9/19/2013	63.00
379864	TROM, DEAN	OFFICIAL	9/19/2013	63.00
379871	WANLESS, TROY	OFFICIAL	9/19/2013	63.00
379529	COMMERCIAL DOOR SYSTEMS, INC	BVHB-CYLINDER	9/10/2013	62.50
131400177	HUOT, KATHLEEN	REIMBURSE	9/11/2013	62.30

379439	HIRSHFIELD'S PAINT	KL-PAINT	9/5/2013	61.54
379542	GRAINGER INC., W. W.	PC-SUPPLIES-OVEN INSTALL	9/10/2013	61.48
131400176	HOLZ, JILL	REIMBURSE	9/11/2013	59.59
131400204	CHVOJICEK, DAVID	REIMBURSE	9/18/2013	59.29
379425	DRYWALL SUPPLY INC	GW-FLOOD REPAIR	9/5/2013	58.13
131400203	BRISLEY, SUSAN	REIMBURSE	9/18/2013	55.51
379458	MCINTOSH, ALAN	OFFICIAL	9/5/2013	55.00
379647	ELLINGSON, JAKOB	OFFICIAL	9/13/2013	55.00
379658	HIGH NORTH INC	OFFICIAL	9/13/2013	55.00
379746	MANDILE, RICHARD	OFFICIAL	9/17/2013	55.00
379816	ELLEFSON, MARK	OFFICIAL	9/19/2013	55.00
379830	HOFSTEDT, RONALD	OFFICIAL	9/19/2013	55.00
379839	MCINTOSH, ALAN	OFFICIAL	9/19/2013	55.00
379850	PERRY, MARK	OFFICIAL	9/19/2013	55.00
131400212	JOHNSON, PAMELA	REIMBURSE	9/18/2013	54.96
379477	SCHIELE, LEE	REFUND	9/5/2013	54.90
131400252	KNUDSEN, ANNE	REIMBURSE	9/25/2013	54.81
379889	BLICK ART MATERIALS	OW-MEDIA CTR SUPPLIES	9/24/2013	54.15
379716	DOYLE, SEAN	OFFICIAL	9/17/2013	53.88
379911	LAMBA, NITIN	REFUND	9/24/2013	53.20
131400268	STINSON, MICHELE	REIMBURSE	9/25/2013	52.12
379499	VIKING ELECTRIC SUPPLY, INC	HVAC 15-SUPPLIES	9/5/2013	51.49
131400205	DESROCHES, ANN	REIMBURSE	9/18/2013	51.00
379763	NATL ASSN OF EDUCATIONAL OFFICE PROF	AD-DUES 13-14	9/17/2013	50.00
379765	PARK CENTER HIGH SCHOOL	ATH-V G CC 10/15/13	9/17/2013	50.00
131400213	KIMLINGER, DEBRA	REIMBURSE	9/18/2013	50.00
131400240	DESCHNEAU, JEANNE	REIMBURSE	9/25/2013	49.99
379431	FERGUSON ENTERPRISES, INC #1657	EMS-BOILER SUPPLIES	9/5/2013	49.05
379480	SHRED-N-GO	SHREDDING SERVICES - BLANKET PO	9/5/2013	48.00
379669	KRAMER, PAUL	OFFICIAL	9/13/2013	47.00
379683	RAMIC, ALMIN	OFFICIAL	9/13/2013	47.00
379800	ARNOLD, RANDALL	OFFICIAL	9/19/2013	47.00
379866	TUCKER, JAMES	OFFICIAL	9/19/2013	47.00
131400253	KOSIN, SUSAN	REIMBURSE	9/25/2013	46.75
131400192	USGAARD, JACOB	REIMBURSE	9/11/2013	46.50
379731	JACOBSON, RACHEL	OFFICIAL	9/17/2013	46.00
379779	ROBLEY, LAUREN	OFFICIAL	9/17/2013	46.00
131400229	SCHEUER, JAMES	REIMBURSE	9/18/2013	45.71
379416	BARENBURG, RANDY	REFUND	9/5/2013	45.00
379769	PREMIUM WATERS, INC	TRANSPORT-WATER DELIVERY	9/17/2013	45.00
131400257	LUTZ, DAVID	REIMBURSE	9/25/2013	44.99
379478	SCHOOL NUTRITION ASSOCIATION	N & ST DUES 13-14	9/5/2013	44.75
131400264	SADR-PANAH, SONIA	REIMBURSE	9/25/2013	44.75
131400266	SELLE, SARAH	REIMBURSE	9/25/2013	44.75
131400171	HAGEN, ANDREW	REIMBURSE	9/11/2013	44.64
379578	OILAIR PRODUCTS LLC	SUPPLIES-CAT 277C REPAIR	9/10/2013	44.23
131400199	YASIS, MICHAEL	REIMBURSE	9/11/2013	42.50
131400231	SIMSON, KATHRYN	REIMBURSE	9/18/2013	41.81
131400188	SOBOTA-PAXTON, LAUREN	REIMBURSE	9/11/2013	41.13
131400152	EUGENE, SAMARA	REIMBURSE	9/4/2013	40.24
131400159	ZEMLIN, LYNN	REIMBURSE	9/4/2013	40.12
379490	TAUMALOLO, MALAMA	TROJAN TOTS	9/5/2013	40.00
379602	UNLIMITED SUPPLIES	CMS-WINDSCREENS	9/10/2013	40.00
379725	GLAVAN, AMY	REFUND	9/17/2013	40.00
131400272	WARZEHA, CHERYL	REIMBURSE	9/25/2013	40.00

379908	JOHNSTONE SUPPLY	EMS-CHILLER SUPPLIES	9/24/2013	38.66
131400190	THOMPSON, KARLA	REIMBURSE	9/11/2013	38.46
379900	HAGLUND, M	REFUND	9/24/2013	38.00
131400182	LACKAS, BRENT	REIMBURSE	9/11/2013	37.28
131400220	MOZEY, MICHELLE	REIMBURSE	9/18/2013	36.76
131400174	HARRIDAY, SOLVEIG	REIMBURSE	9/11/2013	35.36
131400223	ORTMAN, KAREN	REIMBURSE	9/18/2013	34.80
379776	RIVERS, CONNIE	REFUND	9/17/2013	34.60
131400271	VLACH, MONICA	REIMBURSE	9/25/2013	32.80
379597	TOLL GAS & WELDING SUPPLY	GL-RTU 5	9/10/2013	32.66
700449	ANCHOR PAPER COMPANY	PAPER COLORED -INVENTORY	9/19/2013	32.65
379557	KRAEMER'S TRUE VALUE HARDWARE	WMS-SUPPLIES	9/10/2013	32.00
131400149	BEATTY, KATHLEEN	REIMBURSE	9/4/2013	31.77
379589	RUCHIE, KARIN	REFUND	9/10/2013	30.00
379564	LONG LAKE TRUE VALUE	GL-SUPPLIES	9/10/2013	29.25
379854	RATWIK, ROSZAK & MALONEY, P.A.	REGISTRATION	9/19/2013	27.90
379579	ON SITE SANITATION	CED-BV #3575	9/10/2013	27.86
379791	UPS	AD-SHIPPING CE	9/17/2013	27.59
379492	TOLL GAS & WELDING SUPPLY	GW-HAZ MATERIALS CHG	9/5/2013	27.25
379853	PREMIUM WATERS, INC	PC-WATER COOLER RENTAL 9/13	9/19/2013	27.00
131400207	HANRAHAN, MARGARET	REIMBURSE	9/18/2013	26.81
379610	WESTSIDE WHOLESALE TIRE, INC	TIRE REPAIR	9/10/2013	25.51
131400197	WILLIAMS, CARRI	REIMBURSE	9/11/2013	25.43
379782	SHOREWOOD TRUE VALUE JUST ASK RENTAL	DELIVERY-OBSTACLE COURSE 6/5/13	9/17/2013	25.00
379785	STANDAL, EDWARD	REFUND	9/17/2013	25.00
379548	INSTITUTE FOR MULTI-SENSORY EDUCATION	SH SUPPLIES	9/10/2013	24.99
131400169	GASCH, DIANNE	REIMBURSE	9/11/2013	24.44
131400165	DROEGEMUELLER, SUSAN	REIMBURSE	9/11/2013	24.00
131400163	BRANSON, SUSAN	REIMBURSE	9/11/2013	23.80
131400248	HOVER, ANDREW	REIMBURSE	9/25/2013	21.44
379916	MCCARTNEY, SHARON	ECFE-SPANISH CLASS SUPPLIES	9/24/2013	21.20
379469	OLMSCHIED, REBECCA	PURCHASE USED AP TEXTBK	9/5/2013	20.00
379503	WILSON, MELANIE	PURCHASE USED AP TEXTBK	9/5/2013	20.00
379609	WESTSIDE WHOLESALE TIRE, INC	TUBE-ATH	9/10/2013	19.96
131400221	MUNDAHL, STEPHANIE	REIMBURSE	9/18/2013	19.96
379468	OILAIR PRODUCTS LLC	SUPPLIES-CAT 277C REPAIR	9/5/2013	17.96
131400158	SCHEUER, JAMES	REIMBURSE	9/4/2013	17.72
131400195	WHEELER, SALLY	REIMBURSE	9/11/2013	15.58
131400201	BECK, JONI	REIMBURSE	9/18/2013	15.26
380004	STAR TRIBUNE	GW-PAPER DELIVERY	9/26/2013	13.10
379936	SHRED-N-GO	BV-SHREDDING SERVICES - BLANKET PO	9/24/2013	12.00
131400246	HANRAHAN, MARGARET	REIMBURSE	9/25/2013	12.00
131400251	JOHNSON, PAMELA	REIMBURSE	9/25/2013	12.00
131400256	LIDDY, SALLY	REIMBURSE	9/25/2013	12.00
700454	SCHOOL SPECIALTY	MATH SUPPLIES - 1ST GRADE	9/20/2013	11.89
379837	LOFFLER COMPANIES, INC.	DAB FRONT DESK COPIER BLANKET	9/19/2013	10.39
379929	PREMIUM WATERS, INC	WATER DELIVERY	9/24/2013	10.20
379497	VALENTINE, KATHY	REFUND	9/5/2013	10.15
379732	JOURNALISM EDUCATION ASSOC	PUBLICATION CONTEST-HS	9/17/2013	10.00
379909	JOURNALISM EDUCATION ASSOC	HS-PUBLICATION CONTEST DM	9/24/2013	10.00
379581	PAMS LUNCHROOM LLC	SERVICE-7/13	9/10/2013	9.75
379662	HOLDAHL CO	KL-SUPPLIES	9/13/2013	9.49
379886	AUER STEEL & HEATING SUPPLY CO	PC-CHILLER SUPPLIES	9/24/2013	9.47
131400234	TURNQUIST, SARAH	REIMBURSE	9/18/2013	9.00
379955	CAMPBELL, TAMMIE	REFUND	9/26/2013	6.25

**WAYZATA PUBLIC SCHOOLS
WIRE TRANSFER,EFT AND ACH ACTIVITY
AUGUST 2013**

FROM	TO	DATE	AMOUNT
Wells Fargo-Checking	Wells Fargo-Payroll	Multiple	\$2,135,505
Wells Fargo-Checking	Federal P/R Taxes	8/1/2013	\$206,900
	Federal P/R Taxes	8/16/2013	\$226,732
Wells Fargo-Checking	State P/R Taxes (MN)	8/1/2013	\$32,450
	State P/R Taxes (MN)	8/16/2013	\$34,785
Wells Fargo-Checking	Delta Dental - Dental Claims	Multiple	\$107,769
Wells Fargo-Checking	Preferred One - Health Claims	Multiple	\$794,660
Wells Fargo-Checking	Wells Fargo Commercial Card - Purchase Card Program	Multiple	\$554,084
Wells Fargo-Checking	Corporate Health Systems - Flex Benefits	Multiple	\$67,796
Wells Fargo-Checking	Preferred One - Broker/Reinsurance Fees	8/15/2013	\$84,410
Wells Fargo-Checking	Payroll Vendors (TRA, EBC, MSRS, etc.) - Electronic Payments	Multiple	\$259,563
Wells Fargo-Checking	District Employees - Expense Reimbursement	Multiple	\$12,609
Wells Fargo-Checking	Commerce Bank/Control Pay - Electronic A/P	Multiple	\$95,745
Wells Fargo-Checking	MN Department of Revenue - Sales & Use Tax Payment	8/20/2013	\$42
Wells Fargo-Checking	Neopost - Replenish Postage Meter	8/12/2013	\$5,000
Wells Fargo-Checking	U.S. Bank/U.S. Bank Trust - Debt Payment (2004A COP)	8/1/2013	\$15,881
Wells Fargo-Checking	Superior Press - Bank Deposit Bags	8/1/2013	\$472
Commerce Bank	Wells Fargo-Checking - Revenue Share Payment (Control Pay)	8/20/2013	\$1,039
District Retirees	Wells Fargo-Checking - Health Insurance Premiums	8/29/2013	\$44,457
MN Trust/PMA	Wells Fargo-Checking - Investment/Operating Funds	Multiple	\$9,000,000
State of Minnesota	PMA/MN Trust - State Aid Payments	Multiple	\$15,746,723
U.S Bank Trust	Wells Fargo-Checking - Reimbursement of C.O.P. Expenditures	8/20/2013	\$1,099,727
TOTAL ACTIVITY - AUGUST 2013			\$30,526,349

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: C. Human Resource Recommendations

COMMENTS BY: Ms. Annie Doughty

EMPLOYMENT

Jessica Chase Resignation – Cory Fusco	1.0 Mathematics Teacher	High School
Wilhelmine Eugene Resignation – Hannah Colness	6 Hour Paraprofessional	West Middle
Kara Fandrich New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Susan Fousek Transfer – Karl Gronwall	3 Hour Paraprofessional	Birchview
Kim Hetherington Leave of Absence – Leslie Colanino	1.0 Reading Teacher LTR	Central Middle
Andrew Howell New Position	6.5 Hour Paraprofessional	High School
Hsiao-Hsuan Huang Resignation – Sherri Westra	.333 Chinese Teacher	High School
Rachel Jacobson New Position	6 Hour Paraprofessional	East Middle
Annette Joki Resignation – Laura Griebenow	6 Hour Paraprofessional	Greenwood
Michael Leonard Resignation – Caitlin Hill	3.5 Hours Home Base Assistant	Greenwood
Angela Marquette New Position	2 Hour Paraprofessional	Kimberly Lane

Jill Perrigo New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Maritza Prom Transfer – Rachel Pudil	4.25 Paraprofessional	West Middle
Allison Schwaller Resignation – Jennifer Freeman	2.5 Hour Paraprofessional	Oakwood
Jill Souza New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Andrea Stokes New Position	1.75 Hour Paraprofessional (2013-14 Only)	Gleason Lake
Julie Strauss Resignation – John Mahowald	2 Hour Paraprofessional	Plymouth Creek

CONTRACT MODIFICATION

Christa Gale	Social Worker, Central Middle	From .85 to .8
Candice Ledman	ALC, Communications, High School	From .6 to .767 13-14 Only

LEAVE OF ABSENCE

Brent Allen, High School Physical Education Teacher, has requested a leave of absence from approximately April 10 through May 12, 2014.

Paulette Churness, Central Middle Special Education Teacher, has requested a leave of absence from approximately March 26, 2014 through the end of the 2013-2014 school year.

Jill Gregory, Sunset Hill Art Teacher, has requested a leave of absence from approximately February 24, 2014 through the end of the 2013-2014 school year.

Elizabeth Hansen, High School Social Studies Teacher, has requested a leave of absence from approximately April 7 through March 5, 2014.

Abby Lloyd, Gleason Lake 1st Grade Teacher, has requested a leave of absence from approximately January 2 through November 7, 2014.

Amanda Randall, High School Counselor, has requested a leave of absence from approximately February 10 through April 18, 2014.

Ann Richter, West Middle Communications Teacher, has requested a two day leave of absence without pay from April 11-14, 2014.

Nick Tibesar, High School Social Studies Teacher, has requested a leave of absence from February 18 through April 4, 2014.

RESIGNATION

Jennifer Freeman, Paraprofessional and Home Base Assistant at Oakwood, has resigned her positions effective September 27, 2013.

Elizabeth Kearney, Home Base Instructor, has resigned her position effective October 18, 2013.

Jean Kemmitt, Paraprofessional at Gleason Lake, has resigned her position effective October 3, 2013.

Amanda Lyons, Home Base Assistant at Oakwood, has resigned her position effective September 27, 2013.

Barbara MacIntyre, Paraprofessional at Kimberly Lane, has resigned her position effective September 20, 2013.

John Mahowald, Paraprofessional at Plymouth Creek and Home Base Assistant at Gleason Lake, has resigned his positions effective September 24, 2013.

Sandra Stevenson, CES Adult Enrichment and Communications Coordinator, has resigned her position effective October 10, 2013.

RETIREMENT

John Brown, Custodian at East Middle has submitted his retirement effective January 15, 2014. Mr. Brown has been employed with the District since 1998.

Kay Johnson, Technology Paraprofessional at East Middle has submitted her retirement effective October 16, 2013. Ms. Johnson has been employed with the District since 1986.

Nan Kaatz, Teacher at Hennepin County Correction Facility, has submitted her retirement effective October 31, 2013. Ms. Kaatz has been employed with the District since 1980.

RECOMMENDED ACTION: Approve the Human Resource Actions as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: D. Assurance of Compliance with State and Federal Laws
Prohibiting Discrimination

COMMENTS BY: Ms. Annie Doughty

The School District is required to file an annual Assurance of Compliance with State and Federal Laws Prohibiting Discrimination. At the current time, School District programs and practices are in concert with these laws as specified in the document. The Statement of Assurance forms are available in the Human Resource Department for your review and consideration.

RECOMMENDED ACTION: Approve the Assurance of Compliance with State and Federal Laws Prohibiting Discrimination and authorize the Board Chair and Board Clerk to sign the document.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

INSTRUCTIONS: Pursuant to Minnesota Statutes, section 127A.42, subdivision 3, each school board shall annually submit to the Commissioner of Education, a statement of compliance with state and federal laws prohibiting discrimination and provide the designated supporting information to assure that statement. Complete this form as directed and return it to the above address by November 15. Retain a copy for your files.

IDENTIFICATION INFORMATION

Wayzata Public Schools		284	
School District Name		District Number	
Annie Doughty	Exec. Dir., Human Resources	763-745-5014	763-745-5015
Name of District Contact	Title	Telephone No.	FAX No.

STATEMENT OF ASSURANCE

The undersigned hereby affirm that the above named school district is in compliance with the following state and federal laws prohibiting discrimination:

1. The Minnesota Human Rights Act (Minn. Stat. § 363.03), which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.
2. Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.
3. Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
4. Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
5. The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 860), which prohibits discrimination on the basis of age (over 40 years).
6. Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.
7. Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.
8. Minnesota Rules, Chapter 3535, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.
9. Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.

10. The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.
11. Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.
12. Equal Education Opportunities and Transportation of Students (20 USC § 1703).
13. Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000 e(k)).
14. The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).
15. The Age Discrimination Act (42 USC § 6101 and 6102; 45 C.F.R. part 100).
16. Prohibition of Discrimination Based on Blindness (20 USC § 1684).
17. Office for Civil Rights Memo – September 27, 1991: Policy Update on Schools' Obligations Toward National Origin Minority Students With Limited-English Proficiency

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date. The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statutes, section 127A.42, subdivision 3, and agreements made in this assurance. This assurance is binding on the district and the persons whose signatures appear below and who are authorized to sign on behalf of the district.

Furthermore, the undersigned hereby affirm that there is a copy of each of these laws in each building in the district and that the information given on pages two and three of this form is accurate and complete.

Signature - School District Superintendent

Date

Signature - President or Chairperson of School Board

Date

Signature - Clerk of School Board

Date

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 3. STUDENT CURRICULUM PRESENTATION

ITEM: _____

COMMENTS BY: Dr. Jill Johnson

There is no student presentation this evening.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 4. RECOGNITIONS

ITEM: A. Employee(s) of the Month – Greenwood Elementary Custodial Team

COMMENTS BY: Superintendent Anderson

The Greenwood Custodial Team has been selected as the District's October Employee(s) of the Month. Over the summer Greenwood experienced some water intrusion as a result of two summer storms. Jesse Husby, Darryl Frederickson and John Murray had a big job to do and our school relied upon them to rally together to prepare classrooms and hallways in very unique circumstances.

In the words of one staff member, "This team has gone above and beyond for our school and teachers and always has. Anytime I've taken an issue or request to the team I've always gotten the matter taken care of pronto! We probably don't even realize all the work that they do behind the scenes to make Greenwood a place of *awesomeness*."

As the person mentioned above, Greenwood is part of a construction project and the team has been asked to work very diligently to ensure that teachers have what they need to carry-out world-class instruction. Expectations have been very high and it's been really inspiring to see the custodial team respond when the need is greatest. Everyone is expected to chip in regardless of who's official duty a task might be. This has required plenty of extra teamwork and sweat including long hours and collaboration with other district custodians.

A very special THANK YOU to the Greenwood team of custodians for all they do to support student learning and a culture of teamwork in our school!

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 4. RECOGNITIONS

ITEM: B. Wayzata Public Schools 2013-2014 Retirees

COMMENTS BY: Superintendent Anderson

Tonight we would like to recognize the following employees who announced their retirement in 2013. We would like to thank them for their years of service to Wayzata Public Schools and wish them well in their future endeavors.

<u>Name</u>	<u>Position</u>	<u>Years of Service</u>
John Brown	Custodian, East Middle	15 years
Kay Johnson	Paraprofessional, East Middle	27 years
Nan Kaatz	Teacher, Hennepin County Correction Facility	33 years

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 4. RECOGNITIONS

ITEM: C. NUMATS

COMMENTS BY: Superintendent Anderson

Last year as seventh and eighth grade students in the District middle schools, several students performed exceedingly well on the Northwestern University Midwest Academic Talent Search (NUMATS).

The following students qualified in last year's competition in the top one to 1.5 percent in NUMATS:

- From Central Middle School, seventh grade students Ian Colson, Samuel Peterson, Jason Weng and Andrew Zhou
- From CMS, eighth grade students William Drew, Samyak Jain, Christine Luo and Mina Yuan
- From East Middle School, seventh grade student Shubham Singh
- From EMS, eighth grade student Ethan Glaser

These students represent the top one to 1.5 percent of the 30,000 students from an eight state area that qualified and chose to participate in NUMATS and were invited to attend the award ceremony held at Northwestern University on September 7.

William Drew was also honored for his unique achievement of earning two first place awards out of all eighth grade students who participated in NUMATS last year. William took both the SAT and ACT and scored first place in multiple categories, which makes his achievement even more remarkable. William placed first in the math section of both the SAT and ACT and took second place in reading on the ACT. As part of this recognition, he was invited to nominate a teacher who has made a significant impact on his life. William chose CMS Vision 21 teacher David Lutz. Together, William and David were recognized and William received a scholarship to the Center for Talent Development through Northwestern University. David received a one-year membership to the Minnesota Council for the Gifted and Talented.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 5. REPORTS FROM ORGANIZATIONS

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

This section of the agenda provides an opportunity for parent, teacher, and/or student associations/organizations to provide the School Board with reports/updates.

Student Council

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 6. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

This section of the agenda provides an opportunity for members of the audience to address the School Board.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

1. Board Policy 403 - Harassment and Violence

State law requires that school districts adopt and review annually a harassment and violence policy that conforms to the Minnesota Human Rights Act, Minn. Stat. C. 363A. While this Act only requires that we adopt a policy covering, “sexual, religious and racial harassment”, the Minnesota School Boards Association is recommending that school districts incorporate all classifications protected by state and/or federal law. The Minnesota Department of Education maintains the MSBA Model Policy (which includes all protected classes) on their website as a model policy in accordance with Minn. Stat. 121A.03.

The policy and regulations have been reviewed by the Human Resources Board Committee. The policy has no changes and the changes to the regulations are non-substantive and reflect MSBA’s recommended language.

RECOMMENDED ACTION: Approve and adopt the proposed Board Policy 403 – “Harassment and Violence” for first reading as presented. Changes to the accompanying regulations are informational only.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

HARASSMENT AND VIOLENCE

POLICY: 403

It is the policy of the District to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability. The District prohibits any form of harassment or violence on the basis of the fore-mentioned.

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the District to harass a pupil, teacher, administrator or other school personnel or groups of pupils, teachers, administrators or other school personnel through conduct or communication or inflict, threaten to inflict, or attempt to inflict violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the District.)

The District will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's (or-group's) race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regards to public assistance, sexual orientation or disability and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)413-9
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

ADOPTED: March 10, 1986
AMENDED: September 16, 1991
AMENDED: September 13, 1993
AMENDED: July 11, 1994
AMENDED: December 11, 1995
AMENDED: May 14, 2001
AMENDED: July 12, 2004
REVIEWED: October 9, 2006
AMENDED: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
REVIEWED: November 8, 2010
AMENDED: November 14, 2011
REVIEWED: October 8, 2012
REVIEWED: October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

HARASSMENT AND VIOLENCE

REGULATIONS: 403-R

To implement the School Board policy prohibiting harassment & violence, the District will utilize the following definitions, reporting procedures, District action and training regulations:

I. DEFINITIONS:

- A. "Assault" is;
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to bodily harm upon another;
 - 3. or the threat to do bodily harm to another with present ability to carry out the threat.

- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct;
 - 1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably Interferes with an individual's work or academic performance; or
 - 3. otherwise adversely affects an individual's employment or academic opportunities.

- C. "Immediately" means as soon as possible but in no event longer than 24 hours.

- D. Protected Classifications; Definitions
 - 1. ~~"Age" means the person is over the age of 25 years.~~
 - 1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:

- a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment;
 - c. is regarded as having such an impairment;
- 2. "Familial status" means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
- 3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
- 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
- 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
- 6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.
- 7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. Sexual Harassment; Definition

1. “Sexual harassment” consists of unwelcome sexual advances, request or sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, or an education; or submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile or Sexual harassment may include but is not limited to:
6. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or
 - e. unwelcome behavior or words directed at an individual because of gender.

F. Racial Harassment; Definition

1. Racial harassment consists of physical or verbal conduct relating to an individual’s race when the conduct:
 - a. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment

- b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- c. otherwise adversely affects an individual's employment or academic opportunities

G. Religious Harassment; Definition

1. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct
 - a. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - c. otherwise adversely affects an individual's employment or academic opportunities.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

II. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of-harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability by a pupil, teacher, administrator or other school personnel of the District, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy_toward a pupil, teacher, administrator or other school personnel or group of pupils, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate District official designated by this policy. The District encourages the reporting party or complainant(s) to use the report form available from the principal of each building or available from the

District office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a District Human Rights Officer or to the Superintendent.

- B. In Each School Building. The building principal or the principal's designee or the building supervisor (hereinafter building report taker) is the person responsible for receiving oral or written reports harassment or violence prohibited by this policy at the building level. Any adult District personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. The building report taker will take appropriate action to investigate student-to-student complaints and resolve the matter in a timely fashion.
- C. If the complaint involves an adult, the building report taker must notify the District Human Rights Officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practical by the building report taker to the Human Rights Officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Executive Director of Human Resource Services by the reporting party or complainant.
- D. The School Board hereby designates the Executive Director of Human Resource Services as the District Human Rights Officer to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves the Human Rights Officer or if the complainant would be more comfortable, the complaint shall be filed directly with the Superintendent.
- E. The District shall conspicuously post the name of the Human Rights Officer, including mailing address and telephone number.
- F. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.

- H. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the District's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations

III. INVESTIGATION

- A. By authority of the District, the Human Rights Officer, upon receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall immediately undertake or authorize an investigation. The investigation may be conducted by District officials or by a third party designated by the District.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the District should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the District may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The investigation will be completed as soon as practical. The District Human Rights Officer shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

IV. SCHOOL DISTRICT ACTION

- A. Upon completion of the investigation, the District will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and District policies.
- B. The result of the District's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the District in accordance with state and federal law regarding data or records privacy.

V. REPRISAL

The District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged harassment or violence prohibited by this policy or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment, or intentional disparate treatment.

VI. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

VII. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes may be applicable.
- B. Nothing in this policy will prohibit the District from taking immediate action to protect victims of alleged harassment, violence or abuse.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.

- B. This policy shall be given to each District employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook.
- D. The District will develop a method of discussing this policy with students and employees.
- E. This policy shall be reviewed at least annually for compliance with state and federal law.

EFFECTIVE: March 10, 1986
MODIFIED: September 16, 1991
MODIFIED: March 13, 1992
MODIFIED: July 22, 1992
MODIFIED: November 23, 1992
MODIFIED: September 13, 1993
MODIFIED: April 30, 2001
MODIFIED: July 12, 2004
REVIEWED: October 10, 2005
MODIFIED: October 9, 2006
MODIFIED: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
REVIEWED: October 11, 2010
MODIFIED: November 14, 2011
REVIEWED: October 8, 2012
MODIFIED: October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

2. Board Policy 404 - Drug-Free Workplace/Drug-Free School

The policy and regulations have been reviewed by the Human Resources Board Committee. There are no recommended changes to the policy. The changes to the accompanying regulations reflect MSBA’s recommended language.

RECOMMENDED ACTION: Approve and adopt the proposed Board Policy 404 – “Drug-Free Workplace/Drug-Free School” for first reading as presented. Changes to the accompanying regulations are informational only.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**DRUG-FREE WORKPLACE/
DRUG-FREE SCHOOL**

POLICY: 404

The School District will maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances and controlled substances without a physician's prescription.

Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances, or controlled substances in any school location.

The School District will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- D. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- E. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

- F. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

EXCEPTIONS

It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

ADOPTED: January 14, 1991
AMENDED: May 10, 2004
REVIEWED: November 13, 2006
REVIEWED: December 12, 2011
REVIEWED: October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**DRUG-FREE WORKPLACE/
DRUG-FREE SCHOOL**

REGULATIONS: 404-R

To implement the School Board's policy of maintaining a safe and healthy environment, the following procedures will be adhered to:

1. Any illegal use of controlled substances and alcohol within the school/workday and on school grounds by any and all staff or students will be considered a violation of the Drug and Alcohol Free Workplace policy.
2. The policy clearly states that drug and alcohol use is prohibited where students are under the jurisdiction of the School District, including: employee recognition events that involve students, chaperones for students, trips overseas, and conferences where students are present. Chaperones will be made aware of liability issues as well as the policies related to drug and alcohol use and abuse. Chaperones that are with students 24 hours a day will need to identify on-duty and off-duty hours with their supervisor prior to the start of the trip.
3. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and regulation and shall be required to acknowledge that he or she has received the policy and regulation.
4. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the Superintendent.
5. Students who have a prescription from a physician for medical treatment with a controlled substance must comply with the School District's student medication policy, #536.
6. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

I. ENFORCEMENT

A. Students.

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the School District's discipline policy. Such discipline may include suspension or expulsion from school.
2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

B. Employees.

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a School District federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, termination, as deemed appropriate by the School Board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the School District. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the School Board.
4. Sanctions against employees, including nonrenewal, suspension, or termination, shall be pursuant to and in accordance with applicable statutory authority suspension or collective bargaining agreements, and School District policies.

C. The Public.

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

**DRUG-FREE WORKPLACE
DRUG-FREE SCHOOL**

**REGULATIONS: 404-R
PAGE: 3**

EFFECTIVE: September 3, 1991
MODIFIED: May 10, 2004
MODIFIED: November 13, 2006
REVIEWED: December 12, 2011
MODIFIED: October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

3. Board Policy 406 - Chemical Use and Abuse

The policy and regulations have been reviewed by the Human Resources Board Committee. There are no recommended changes to the policy. The changes to the accompanying regulations reflect MSBA’s recommended language.

RECOMMENDED ACTION: Approve and adopt the proposed Board Policy 406 – “Chemical Use and Abuse” for first reading as presented. Changes to the accompanying regulations are informational only.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

CHEMICAL USE AND ABUSE

POLICY: 406

The School Board recognizes that chemical use and abuse constitutes a threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The School Board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the School District in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

Use of controlled substances, toxic substances, and alcohol is prohibited in the school setting in accordance with School District policy and regulations, Drug-Free Workplace/Drug-Free School, #404 & 404-R.

It is the policy of this School District to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.

The School District shall establish and maintain a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

It will be the responsibility of the Superintendent, with the advice of the School Board, to establish a school and community advisory team to address chemical abuse problems in the district.

The School District shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 138.163 (Records Management Act)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7165 (Safe and Drug-Free Schools and Communities Act)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

ADOPTED: March 10, 1985
AMENDED: September 8, 1986
AMENDED: October 8, 1990
AMENDED: August 16, 2004
REVIEWED: October 9, 2006
AMENDED: : January 9, 2012
REVIEWED: October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

CHEMICAL USE AND ABUSE

REGULATIONS: 406-R

In accordance with Board Policy #406, Chemical Use and Abuse, the following regulations will be adhered to:

I. DEFINITIONS

- A. "Chemical abuse" means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student's normal function in academic, school, or social activities is chronically impaired.
- B. "Chemicals" includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the School District's Drug-Free Workplace/Drug-Free School policy.
- C. "Use" includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.
- € D. "School location" includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the School District; or during any period of time such employee is supervising students on behalf of the School District or otherwise engaged in School District business.

II. STUDENTS

- A. Instruction
 - 1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The School District may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.
 - 2. Each school shall have age-appropriate, developmentally based drug and alcohol prevention and education programs for all students that address the legal, social, personal and health consequences of the use of chemicals, promote a sense of

individual responsibility, and provide information about effective techniques for resisting peer pressure to use chemicals.

3. Each school shall have programs of drug prevention, comprehensive health education, early intervention, pupil services, mentoring, or rehabilitation referral, which emphasize students' sense of individual responsibility and which may include:
 - a. the dissemination of information about drug prevention;
 - b. the professional development of school personnel, parents, students, law enforcement officials, judicial officials, health service providers and community leaders in prevention, education, early intervention, pupil services or rehabilitation referral; and
 - c. the implementation of strategies, including strategies to integrate the delivery of services from a variety of providers, to combat illegal alcohol, tobacco and drug use, such as:
 - (1) family counseling;
 - (2) early intervention activities that prevent family dysfunction, enhance school performance, and boost attachment to school and family; and
 - (3) activities, such as community service and service-learning projects, that are designed to increase students' sense of community.
4. Each school shall have drug abuse resistance education programs, designed to teach students to recognize and resist pressures to use alcohol or other drugs, which may include activities such as classroom instruction by uniformed law enforcement officers, resistance techniques, resistance to peer pressure and gang pressure, and provisions for parental involvement.

B. Reports of Chemical Use and Abuse

1. In the event that a School District employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location:
 - a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.

- b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
 - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.
 - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with School Board policies regarding search and seizure.
 - e. The School District will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
- 2. If a School District employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:
 - a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
 - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
- 3. Students involved in the abuse, possession, transfer, distribution or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. §121A.40-121A.56, and proposed for expulsion.

4. Searches by School District officials in connection with the abuse, possession, transfer, distribution or sale of chemicals will be conducted in accordance with School Board policies related to search and seizure.

C. Preassessment Team

1. Every school shall have a chemical abuse preassessment team designated by the Superintendent or designee. The team will be composed of classroom teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within 45 days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than 6 months after the determination is made.
 - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with such information, records created or maintained by the team about the student shall be destroyed not later than 6 months after the student is no longer enrolled in the district.
 - c. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. § 138.163.

E. Consent

Any minor may give effective consent for medical, mental and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

F. School and Community Advisory Team

1. The Superintendent, with the advice of the School Board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.
2. The advisory team shall:
 - a. build awareness of the problem within the community, identify available treatment and counseling programs for students and develop good working relationships and enhance communication between the schools and other community agencies; and
 - b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.

III. EMPLOYEES

- A. The Superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students and others about:
1. The dangers and health risks of chemical abuse in the workplace/school.
 2. The School District's drug-free workplace/drug-free school policy.
 3. Any available drug or alcohol counseling, treatment, rehabilitation, re-entry and/or assistance programs available to employees and/or students.
 4. The penalties that may be imposed on employees for drug abuse violations.

- B. The Superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice of a conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the Superintendent.

EFFECTIVE: October 8, 1990
MODIFIED: August 16, 2004
REVIEWED: October 9, 2006
REVIEWED: January 9, 2012
MODIFIED: October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

4. Board Policy 415 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse

This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature. Each year changes are made to the mandates by the legislature. MSBA incorporates the changes to their model policy. The recommended changes align with MSBA’s sample policy. This policy must be reviewed annually.

The policy and regulations have been reviewed by the Human Resources Board Committee. The policy has no changes and the changes to the regulations are non-substantive and reflect MSBA’s recommended language.

RECOMMENDED ACTION: Approve and adopt the proposed Board Policy 415 – “Mandated Reporting of Child Neglect or Physical or Sexual Abuse” for first reading as presented. Changes to the accompanying regulations are informational only.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**MANDATED REPORTING OF CHILD
NEGLECT OR PHYSICAL OR SEXUAL
ABUSE**

POLICY: 415

The District will comply with Minnesota Statutes requiring school personnel to report suspected child neglect or physical or sexual abuse.

It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused.

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)
Minn.Stat § 243.166, Subd. 1b (a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd.4, Clause (5) (Child in Need of Protection)
Minn. Stat § 260C. 451 (Foster Care Benefits Past Age 18)
Minn Stat. § 260D (Child Involuntary Foster Care Treatment)
Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances) 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**MANDATED REPORTING OF
CHILD NEGLECT OR PHYSICAL
OR SEXUAL ABUSE**

**REGULATIONS: 415
PAGE: 2**

ADOPTED: November 20, 2003
AMENDED: July 12, 2004
REVIEWED: October 10, 2005
AMENDED: November 13, 2006
AMENDED: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
REVIEWED: November 8, 2010
REVIEWED: November 14, 2011
REVIEWED: October 8, 2012
REVIEWED: October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**MANDATED REPORTING OF CHILD
NEGLECT OR PHYSICAL OR SEXUAL
ABUSE**

REGULATIONS: 415-R

These regulations will be adhered to in accordance of Policy #415, Mandated Reporting of Child Neglect or Physical or Sexual Abuse.

I. DEFINITIONS

- A. "Accidental" means a sudden, not reasonable foreseeable, and unexpected occurrence or event which:
1. is not likely to occur and could not have been prevented by exercise of due care; and
 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services is in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection), includes an individual under age 21 who is in foster care pursuant to Minn. stat § 260c 451 (Foster care Benefits past age 18). And Minn. Stat. § 260.D (Child involuntary Foster Care for Treatment)
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated Reporter" means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused.
- E. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so and including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

**MANDATED REPORTING OF CHILD
NEGLECT OR PHYSICAL OR
SEXUAL ABUSE**

**REGULATIONS: 415-R
PAGE: 2**

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minn. Stat. § 260C.007, subd. 4, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Non-maltreatment mistake" means (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar non-maltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident, occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any non-accidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379

including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "School Personnel" means professional employee or professional's delegate of the District who provides health, educational, social, psychological, law enforcement or child care services.
- I. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under minn stat § 243.166, subd.1b(a) or (b) (Registration of Predatory Offenders).
- J. "Mental Injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- K. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- L. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

II. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- D. With the exception of a health care professional or a social professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- E. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- F. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- G. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a

civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

III. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the District shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

- E. Upon request by MDE, the District shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The District shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

IV. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A, shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

V. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VI. DISSEMINATION OF POLICY

- A. The District will develop a method of disseminating this regulation with school personnel.

EFFECTIVE: September 28, 1987
MODIFIED: May 14, 1990
MODIFIED: September 28, 1992
MODIFIED: November 13, 2001
MODIFIED: July 12, 2004
REVIEWED: October 10, 2005
MODIFIED: November 13, 2006
MODIFIED:: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
REVIEWED: October 11, 2010
MODIFIED: November 14, 2011
REVIEWED: October 8, 2012
MODIFIED : October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

5. Board Policy 417 - Employee Right to Know – Exposure to Hazardous Substances

The policy has been reviewed by the Human Resources Board Committee. MSBA’s Model Policy has been reviewed for any updates and there is only one recommended change to this policy. This additional language reflects current practice.

RECOMMENDED ACTION: Approve and adopt the proposed Board Policy 417 – “Employee Right to Know” for first reading as presented.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**EMPLOYEE RIGHT TO KNOW
EXPOSURE TO HAZARDOUS
SUBSTANCES**

POLICY: 417

The School District will provide employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death, serious injury or harm.

The School Board directs the administration to establish a health and safety program to address these recognized hazards. Information and training will be provided to employees who may be routinely exposed to a hazardous substance, harmful physical agent or infectious agent, or blood borne pathogen

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Rules Ch. 5205 (Safety and Health Standards)
Minn. Rules Ch. 5206 (Employee Right to Know Standards)
29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

ADOPTED: July 12, 2004
AMENDED: November 13, 2006
REVIEWED: December 12, 2011
AMENDED : October 14, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

ITEM: B. Teaching and Learning

COMMENTS BY: Dr. Jill Johnson

There are no items for this section this evening.

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: C. Finance and Business Services

COMMENTS BY: Mr. Westrum

1. Monthly Financial Reports

Enclosed for School Board review and information is the following financial report:

- Student Activity Fund Report of August 30, 2013.

The Monthly Financial Report details fund and budget status data as of June 30, 2013 will be reported once the June 30, 2013 audit is complete.

No School Board action is required.

Wayzata Public Schools											
Student Activity Fund Summary											
August 2013											
PROGRAM/LOCATION : MISCELLANEOUS											
								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	06/30/13	Revenue	Expend	08/31/13
21	E/R	018	000	000	000	899/099	AD BUILDING	2,875.25	162.45	95.31	2,942.39
21	R	018	000	000	000	092	INTEREST/BANK CHARGES	852.29	0.00	0.00	852.29
	TOTAL MISCELLANEOUS							3,727.54	162.45	95.31	3,794.68
PROGRAM/LOCATION : WAZATA HIGH SCHOOL											
								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	06/30/13	Revenue	Expend	08/31/13
21	E/R	251	280	001	000	899/099	WAYZATA PLAYERS	21,699.58	2,602.00	7,752.60	16,548.98
21	E/R	251	280	003	000	899/099	YEARBOOK (WAYAKO)	1,799.03	75,125.40	54,746.09	22,178.34
21	E/R	251	280	005	000	899/099	CERAMICS	823.84	80.00	0.00	903.84
21	E/R	251	280	007	000	899/099	CHEERLEADERS	2,417.89	1,605.00	2,598.39	1,424.50
21	E/R	251	280	008	000	899/099	CHOIR	4,544.52	145.00	1,192.00	3,497.52
21	E/R	251	280	009	000	899/099	DANCE TEAM	9,457.86	4,365.00	3,915.50	9,907.36
21	E/R	251	280	016	000	899/099	ACTIVITY SUPPORT	43,965.42	4,805.84	(125.16)	48,896.42
21	E/R	251	280	017	000	899/099	DECA	7,088.27	300.00	0.00	7,388.27
21	E/R	251	280	019	000	899/099	FRENCH	-	0.00	0.00	-
21	E/R	251	280	020	000	899/099	GERMAN	3,287.53	1,340.00	(2,996.44)	7,623.97
21	E/R	251	280	021	000	899/099	LETTERMAN	55,887.00	2,157.18	8,199.90	49,844.28
21	E/R	251	280	022	000	899/099	FINE ARTS	1,275.84	0.00	0.00	1,275.84
21	E/R	251	280	024	000	899/099	BAND	7,623.87	4,978.16	1,221.43	11,380.60
21	E/R	251	280	026	000	899/099	NATIONAL HONOR	5,219.33	0.00	71.75	5,147.58
21	E/R	251	280	027	000	899/099	STUDENT SERVICES	157.41	0.00	0.00	157.41
21	E/R	251	280	028	000	899/099	ORCHESTRA	4,459.96	(2.85)	0.00	4,457.11
21	E/R	251	280	030	000	899/099	STUDENT COUNCIL	13,227.08	1,121.00	4,355.28	9,992.80
21	E/R	251	280	031	000	899/099	SPANISH (KEEP OPEN!)	996.26	135.00	0.00	1,131.26
21	E/R	251	280	038	000	899/099	SCHOLARSHIPS	1,537.00	0.00	0.00	1,537.00
21	E/R	251	280	039	000	899/099	THEATRE ARTS	1,286.82	0.00	278.24	1,008.58
21	E/R	251	280	040	000	899/099	BUSINESS PROFESS(BPA)	-	359.00	0.00	359.00
21	E/R	251	280	042	000	899/099	SKILLS USA	-	59.00	0.00	59.00
21	E/R	251	280	043	000	899/099	ART CLUB	462.74	0.00	0.00	462.74
21	E/R	251	280	044	000	899/099	LINK	6,021.94	60.00	2,009.92	4,072.02
21	E/R	251	280	047	000	899/099	SUPER MILEAGE TEAM	311.49	0.00	234.13	77.36
21	E/R	251	280	048	000	899/099	Y.E.S.	41.38	0.00	0.00	41.38
21	E/R	251	280	049	000	899/099	CREATIVE WRITING	2,337.57	0.00	0.00	2,337.57
21	E/R	251	280	050	000	899/099	TROJAN LOCK ROOM (DECA - S	22,268.10	3,686.26	7,872.64	18,081.72
21	E/R	251	280	051	000	899/099	V21 - ACTIVITY SUPPORT	2,097.40	100.00	270.00	1,927.40
21	E/R	251	280	052	000	899/099	ROBOTICS TEAM	5,710.48	0.00	0.00	5,710.48
21	E/R	251	280	053	000	899/099	SHOW STOPPERS	1,998.77	0.00	822.69	1,176.08
21	E/R	251	280	055	000	899/099	CHINESE CLUB	922.02	0.00	0.00	922.02
21	E/R	251	280	056	000	899/099	LAKER'S BKST NOOK	2,686.94	0.00	400.00	2,286.94
21	E/R	251	280	057	000	899/099	WHS INTERNATIONAL FESTIVAL	919.13	0.00	0.00	919.13
21	E/R	251	280	058	000	899/099	FRESHMAN RETREAT	-	5,806.00	16.00	5,790.00
21	E/R	251	280	059	000	899/099	TRAP & SKEET (NEW)	-	0.00	0.00	-
21	E/R	251	280	060	000	899/099	JR STATESMAN (NEW)	550.00	0.00	0.00	550.00
21	E/R	251	280	061	000	899/099	QUIZ BOWL (NEW)	-	0.00	0.00	-
	TOTAL WAZATA HIGH SCHOOL							233,082.47	108,826.99	92,834.96	249,074.50

Wayzata Public Schools											
Student Activity Fund Summary											
August 2013											
PROGRAM/LOCATION : WAZATA HIGH SCHOOL ATHLETICS											
								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	06/30/13	Revenue	Expend	08/31/13
21	E/R	251	280	070	000	899/099	BASEBALL	(1,399.26)	7,723.00	559.60	5,764.14
21	E/R	251	280	071	000	899/099	BASKETBALL - BOYS	(2,585.77)	3,510.50	0.00	924.73
21	E/R	251	280	072	000	899/099	BASKETBALL - GIRLS	2,783.78	6,328.00	0.00	9,111.78
21	E/R	251	280	073	000	899/099	CROSS COUNTRY - BOYS	619.14	2,283.00	1,135.20	1,766.94
21	E/R	251	280	074	000	899/099	CROSS COUNTRY - GIRLS	3,865.81	918.00	0.00	4,783.81
21	E/R	251	280	075	000	899/099	FOOTBALL	25,294.27	7,154.00	1,642.50	30,805.77
21	E/R	251	280	076	000	899/099	GYMNASTICS	2,553.49	1,710.00	0.00	4,263.49
21	E/R	251	280	077	000	899/099	GOLF - BOYS	(1,745.86)	1,973.00	375.25	(148.11)
21	E/R	251	280	078	000	899/099	GOLF - GIRLS	377.99	1,558.00	345.00	1,590.99
21	E/R	251	280	079	000	899/099	HOCKEY - BOYS	2,493.57	10,791.86	853.56	12,431.87
21	E/R	251	280	080	000	899/099	HOCKEY - GIRLS	729.33	6,884.71	0.00	7,614.04
21	E/R	251	280	081	000	899/099	SKIING - ALPINE	6,563.97	1,732.00	0.00	8,295.97
21	E/R	251	280	082	000	899/099	SKIING - NORDIC	3,982.63	3,287.00	0.00	7,269.63
21	E/R	251	280	083	000	899/099	SOFTBALL	221.98	4,531.00	2,064.11	2,688.87
21	E/R	251	280	084	000	899/099	SWIMMING/DIVING - BOYS	3,606.49	1,137.00	0.00	4,743.49
21	E/R	251	280	085	000	899/099	SWIMMING/DIVING - GIRLS	10,308.47	2,815.80	0.00	13,124.27
21	E/R	251	280	086	000	899/099	SOCCER - BOYS	7,013.91	3,041.00	124.96	9,929.95
21	E/R	251	280	087	000	899/099	SOCCER - GIRLS	7,687.62	1,849.00	1,656.00	7,880.62
21	E/R	251	280	088	000	899/099	SYNCHRONIZED SWIMMING	5,829.44	398.00	0.00	6,227.44
21	E/R	251	280	089	000	899/099	TENNIS - BOYS	9,363.38	9,415.00	57.25	18,721.13
21	E/R	251	280	090	000	899/099	TENNIS - GIRLS	353.97	5,959.30	179.95	6,133.32
21	E/R	251	280	091	000	899/099	TRACK/FIELD - BOYS	2,354.30	1,721.00	0.00	4,075.30
21	E/R	251	280	092	000	899/099	TRACK/FIELD - GIRLS	(1,698.00)	1,698.00	0.00	-
21	E/R	251	280	093	000	899/099	VOLLEYBALL	1,448.47	2,345.00	1,002.00	2,791.47
21	E/R	251	280	094	000	899/099	WRESTLING	2,788.04	1,231.00	0.00	4,019.04
21	E/R	251	280	095	000	899/099	ADAPTIVE ATHLETICS	3,338.12	187.00	0.00	3,525.12
21	E/R	251	280	096	000	899/099	BOYS LACROSSE	12,781.37	8,192.00	3,542.45	17,430.92
21	E/R	251	280	097	000	899/099	GIRLS LACROSSE	1,838.00	3,936.00	0.00	5,774.00
TOTAL HIGH SCHOOL ATHLETICS								110,768.65	104,309.17	13,537.83	201,539.99

Wayzata Public Schools											
Student Activity Fund Summary											
August 2013											
PROGRAM/LOCATION : BIRCHVIEW											
								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	06/30/13	Revenue	Expend	08/31/13
21	E/R	404	280	251	000	899/099	STUDENT SERV - K	681.13	0.00	0.00	681.13
21	E/R	404	280	253	000	899/099	STUDENT SERV - GR 1	26.95	0.00	0.00	26.95
21	E/R	404	280	254	000	899/099	STUDENT SERV - GR 2	548.55	0.00	0.00	548.55
21	E/R	404	280	255	000	899/099	STUDENT SERV - GR 3	100.05	0.00	0.00	100.05
21	E/R	404	280	256	000	899/099	STUDENT SERV - GR 4	(264.88)	0.00	0.00	(264.88)
21	E/R	404	280	257	000	899/099	STUDENT SERV - GR 5	(464.28)	0.00	0.00	(464.28)
21	E/R	404	280	259	000	899/099	STUDENT COUNCIL	2,010.56	0.00	0.00	2,010.56
21	E/R	404	280	260	000	899/099	STUDENT SERV - GENERAL	2,180.58	0.00	0.00	2,180.58
21	E/R	404	280	261	000	899/099	MEDIA	1,496.52	0.00	0.00	1,496.52
TOTAL BIRCHVIEW								6,315.18	-	-	6,315.18
PROGRAM/LOCATION : GREENWOOD											
								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	06/30/13	Revenue	Expend	08/31/13
21	E/R	406	280	307	000	899/099	KINDERGARTEN	1,348.94	0.00	0.00	1,348.94
21	E/R	406	280	311	000	899/099	MEDIA	265.93	132.42	0.00	398.35
21	E/R	406	280	312	000	899/099	STUDENT SERVICES	4,257.71	0.00	0.00	4,257.71
TOTAL GREENWOOD								5,872.58	132.42	-	6,005.00
PROGRAM/LOCATION : OAKWOOD											
								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	06/30/13	Revenue	Expend	08/31/13
21	E/R	407	280	469	000	899/099	STUDENT COUNCIL	211.63	0.00	0.00	211.63
21	E/R	407	280	474	000	899/099	STUDENT SERV - GENERAL	7,338.47	0.00	0.00	7,338.47
21	E/R	407	280	476	000	899/099	CHESS CLUB	587.72	0.00	0.00	587.72
Total Oakwood Elementary								8,137.82	-	-	8,137.82
PROGRAM/LOCATION : SUNSET HILL											
								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	06/30/13	Revenue	Expend	08/31/13
21	E/R	408	280	572	000	899/099	STUDENT SERVICES	9,969.17	908.78	351.81	10,526.14
21	E/R	408	280	574	000	899/099	PENCIL MACHINE/STORE	1,639.14	0.00	0.00	1,639.14
TOTAL SUNSET HILL								11,608.31	908.78	351.81	12,165.28

[illegible]

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: C. Finance and Business Services

COMMENTS BY: Mr. Westrum

2. Approval of Wayzata Public Schools Dome Athletic Contracts

The Administration recommends the approval of five year contracts to continue the successful operation of the Wayzata Dome as a self-sustaining athletic and community facility. The Wayzata Dome is a collaborative effort of local athletic associations and the Wayzata Public Schools.

The recommended contracts will commence in 2014 and are of a similar nature as in the current ten(10)-year contracts which sunset in 2014. Wayzata Youth Hockey continues its relationship with the Wayzata Schools through the Ice Arena but will not take part in the new five (5)-year contracts for the Dome. The Wayzata La Crosse Association is new to the collaboration.

The annual fees are set in order to adequately cover the operational costs of running and maintaining the facility. The annual fees for the five (5)-year contracts are based on hours of use and include both indoor and outdoor use:

Plymouth Wayzata Youth Baseball	\$78,000
Plymouth Soccer Association	\$76,000
Wayzata Soccer Club	\$35,500
Wayzata Lacrosse Association	\$22,000
Plymouth Wayzata Youth Softball Assoc.	\$20,800
Wayzata Plymouth Youth Football	\$20,000
Wayzata Boys Basketball Association*	\$8,600
Wayzata Girls Basketball Association*	\$5,900

*support the Dome in order to regain gym space

RECOMMENDED ACTION: Approve the Wayzata Public School Dome Athletic Contracts.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Plymouth Wayzata Youth Baseball Association

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Plymouth Wayzata Youth Baseball Association, a nonprofit organization under the laws of the State of Minnesota ("Association").

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 29% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$78,000 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association.

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. Association shall be entitled to receive up to 500 hours on Field B, 300 hours of batting/pitching cage use annually. If Association does not use all of the time to which it is entitled during the Annual Period such failure to use such time shall not be grounds for

termination of this Agreement, or for nonpayment of the Facility Fee. If Association does not use all of its allotted time during the Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VI

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VII

Construction of Facility

Section 7.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 7.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 7.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements, attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE VIII

Assignment and Subordination

Section 8.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1 and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 8.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 8.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 8.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE IX

Insurance and Indemnification

Section 9.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 9.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 9.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 9.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 9.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 9.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 9.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 9.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so

terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE X

Default

Section 10.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations,

and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 10.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District:	Independent School District No. 284 Box 660 210 County Road 101 N Wayzata, MN 55391-9990
If to Association:	Plymouth Wayzata Youth Baseball Association

Section 11.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

Section 11.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 11.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 11.5 Final Agreement All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____
Its Chairperson of the School Board

And by _____
Its Clerk

ASSOCIATION:

PLYMOUTH WAYZATA YOUTH BASEBALL

By John E. Schell
Its President

And by John E. Schell
Its TREASURER

Exhibits:

1. Exhibit A. WPS DOME Type and Number of Hours by Association
2. Exhibit B. Scheduling Policy
3. Exhibit C. Use Regulations

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Plymouth Soccer Association

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Plymouth Soccer Association, a nonprofit organization under the laws of the State of Minnesota ("Association").

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 28.1% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$76,000 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association.

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. Association shall be entitled to receive up to 300 hours on Field A, 100 hours on Field B, and 250 hours of summer turf use annually. If Association does not use all of the time to which it is entitled during the Annual Period such failure to use such time shall not be grounds

for termination of this Agreement, or for nonpayment of the Facility Fee. If Association does not use all of its allotted time during the Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VI

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VII

Construction of Facility

Section 7.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 7.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 7.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements, attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE VIII

Assignment and Subordination

Section 8.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1 and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 8.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 8.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 8.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE IX

Insurance and Indemnification

Section 9.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 9.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 9.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 9.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 9.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 9.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 9.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 9.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so

terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE X

Default

Section 10.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations,

and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 10.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District: Independent School District No. 284
Box 660
210 County Road 101 N
Wayzata, MN 55391-9990

If to Association: Plymouth Soccer Association
14800 34th Ave N
Plymouth MN 55447

Section 11.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

If the PSA Board unappropriates the funds to support the Dome on or before July 1, 2014 the agreement will be severed, in which case it will be of no effect.

Section 11.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 11.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 11.5 Final Agreement. All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____
Its Chairperson of the School Board

And by _____
Its Clerk

ASSOCIATION:

PLYMOUTH SOCCER ASSOCIATION

By Chaucer Brick
Its President

And by [Signature]
Its Treasurer

Its _____

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Wayzata Soccer Club

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Wayzata Soccer Club, a nonprofit organization under the laws of the State of Minnesota ("Association").

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 13% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$35,500 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association.

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. Association shall be entitled to receive up to 150 hours on Field A, 100 hours on Field B, and 25 hours of summer turf use annually. If Association does not use all of the time to which it is entitled during the Annual Period such failure to use such time shall not be grounds for

termination of this Agreement, or for nonpayment of the Facility Fee. If Association does not use all of its allotted time during the Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VI

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VII

Construction of Facility

Section 7.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 7.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 7.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements, attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE VIII

Assignment and Subordination

Section 8.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1 and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 8.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 8.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 8.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE IX

Insurance and Indemnification

Section 9.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 9.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 9.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 9.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 9.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 9.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 9.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 9.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so

terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE X

Default

Section 10.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations,

and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 10.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District: Independent School District No. 284
Box 660
210 County Road 101 N
Wayzata, MN 55391-9990

If to Association: Wayzata Soccer Club
PO Box 335
WAYZATA MN 55391

Section 11.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

Section 11.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 11.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 11.5 Final Agreement. All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____
Its Chairperson of the School Board

And by _____
Its Clerk

ASSOCIATION:

WAYZATA SOCCER CLUB

By Brian Giden
Its PRESIDENT

And by Paul M. Jaen
Its Vice President

Exhibits:

1. Exhibit A. WPS DOME Type and Number of Hours by Association
2. Exhibit B. Scheduling Policy
3. Exhibit C. Use Regulations

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Wayzata Lacrosse Association

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Wayzata Lacrosse, a nonprofit organization under the laws of the State of Minnesota ("Association")

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 8.1% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$22,000 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association.

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

ARTICLE VI

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. Association shall be entitled to receive up to 100 hours on Field A and 100 of summer

turf use annually. If Association does not use all of the time to which it is entitled during the Annual Period such failure to use such time shall not be grounds for termination of this Agreement, or for nonpayment of the Facility Fee. If Association does not use all of its allotted time during the Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VII

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VIII

Construction of Facility

Section 8.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 8.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction

Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 8.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements, attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE IX

Assignment and Subordination

Section 9.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1

and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 9.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 9.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 9.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining

to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE X

Insurance and Indemnification

Section 10.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 10.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 10.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 10.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice

to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 10.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 10.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 10.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 10.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that

substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE XI

Default

Section 11.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in

equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations, and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 11.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged

default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 11.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 11.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 11.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XII

Miscellaneous

Section 12.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District:	Independent School District No. 284
	Box 660
	210 County Road 101 N

Wayzata, MN 55391-9990

If to Association:

Wayzata Lacrosse Association

PO Box 775

WAYZATA, MN 55391

Section 12.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

Section 12.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 12.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 12.5 Final Agreement. All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____

Its Chairperson of the School Board

And by _____

Its Clerk

ASSOCIATION:

WAYZATA LACROSSE ASSOCIATION

By _____

Its PRESIDENT

And by Michael
His Thomas

1000471.0

19



Exhibits:

1. Exhibit A. WPS DOME Type and Number of Hours by Association
2. Exhibit B. Scheduling Policy
3. Exhibit C. Use Regulations

Exhibit A

Total assoc

Exhibit B
Scheduling Policy

In order to attain the hours paid for by the Associations, in general, the scheduling of the Central Athletic DOME will be as follows.

All athletic associations will equitably share in the peak and non-peak hours. Peak hours will be defined as the hours after January 1 of each year, not including day time hours on school release days.

All athletic associations will share in the more desirable hours such as Monday, Tuesday, Thursday and Saturday as well as the less desirable Wednesdays, Fridays and Sundays.

The evenings and days must be fully utilized, therefore no groups will monopolize a time period thus excluding reasonable use for other groups. For example evenings may be divided into two sessions 5:30-7:30 and 7:30-10:00 rather than one group scheduling 7:00-9:00 rendering the hour of 9:00-10:00 undesirable.

The detailed facility schedule will be developed and distributed each May for the following year.



RULES and PROCEDURES

1. Perimeter doors are for emergency use only. All visitors must enter through the revolving doors. Any visitor that opens an emergency door will have the facility rights of their team revoked for one week. Visitors needing the handicap entrance should ask facility staff for assistance.
2. There is no parking in the fire lane or the track surrounding the dome. Visitors can use the one-way drop off loop to drop off children. Visitors must park in the Central Middle School lot and walk down the sidewalk.
3. There is no food, gum, sunflower seeds, coffee, pop or power drinks allowed in the facility. Water may be consumed.
4. All coaches and facility users must carry and have access to an appropriate first aid kit.
5. We are required to have the facility lights out by 10PM. Please be prepared to exit the building a few minutes before 10PM each night.
6. No large equipment such as benches, nets, or bleachers may be placed within 3 feet of the perimeter. Snow may push against the outside of the dome and tear if equipment is near the edge of the dome.
7. No standing on the air/low grates.
8. Personal belongings should be stored around the perimeter of the facility but not blocking any emergency exits.
9. The dome closes when gusts meet or exceed 40 miles per hour.
10. Any schedule disputes should be brought to the attention of the facility attendant. Their schedule is the final decision.
11. Limited flight softballs and baseballs must be used.
12. Helmets must be worn in the batting cages at all times.
13. Please be alert in and around batting cages for stray balls.
14. There is no one allowed near the pitching machines.

9/13/2013

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Plymouth Wayzata Youth Softball Association

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Plymouth Wayzata Youth Softball Association, a nonprofit organization under the laws of the State of Minnesota ("Association").

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 9% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$20,800 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. Association shall be entitled to receive up to 130 hours on Field B, 130 hours of batting/pitching cage use annually. If Association does not use all of the time to which it is

entitled during the Annual Period such failure to use such time shall not be grounds for termination of this Agreement, or for nonpayment of the Facility Fee. If Association does not use all of its allotted time during the Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VI

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VII

Construction of Facility

Section 7.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 7.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 7.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements, attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE VIII

Assignment and Subordination

Section 8.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1 and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 8.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 8.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 8.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE IX

Insurance and Indemnification

Section 9.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 9.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 9.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 9.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 9.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 9.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 9.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 9.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so

terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE X

Default

Section 10.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations,

and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 10.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District:	Independent School District No. 284 Box 660 210 County Road 101 N Wayzata, MN 55391-9990

If to Association:	Plymouth Wayzata Youth Softball Association

Section 11.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

Section 11.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 11.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 11.5 Final Agreement. All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____
Its Chairperson of the School Board

And by _____
Its Clerk

ASSOCIATION:

PLYMOUTH WAYZATA YOUTH SOFTBALL

By 
Its President

And by Donald D. Frank
Its TREASURER

Exhibits:

1. Exhibit A. WPS DOME Type and Number of Hours by Association
2. Exhibit B. Scheduling Policy
3. Exhibit C. Use Regulations

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Wayzata Youth Football

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Wayzata Youth Football Association, a nonprofit organization under the laws of the State of Minnesota ("Association").

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 7.4% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$20,000 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association.

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. Association shall be entitled to receive up to 200 hours of turf use annually. If Association does not use all of the time to which it is entitled during the Annual Period such failure to use such time shall not be grounds for termination of this Agreement, or for

nonpayment of the Facility Fee. If Association does not use all of its allotted time during the Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VI

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VII

Construction of Facility

Section 7.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 7.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 7.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements, attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE VIII

Assignment and Subordination

Section 8.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1 and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 8.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 8.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 8.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE IX

Insurance and Indemnification

Section 9.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 9.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 9.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 9.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 9.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 9.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 9.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 9.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so

terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE X

Default

Section 10.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations,

and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 10.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorney's fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District: Independent School District No. 284
Box 660
210 County Road 101 N
Wayzata, MN 55391-9990

If to Association: Wayzata Youth Football Association
CURTIS ILIKAINEN
14720 39th Ave N

Section 11.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

Section 11.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 11.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 11.5 Final Agreement. All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

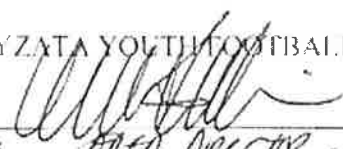
INDEPENDENT SCHOOL DISTRICT NO. 284

By _____
Its Chairperson of the School Board

And by _____
Its Clerk

ASSOCIATION:

WAYZATA YOUTH FOOTBALL

By 
Its AREA DIRECTOR

→ And by 
Its David Mendenhall

Exhibits:

1. Exhibit A. WPS DOME Type and Number of Hours by Association
2. Exhibit B. Scheduling Policy
3. Exhibit C. Use Regulations

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Wayzata Boys Basketball

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Wayzata Boys Basketball, a nonprofit organization under the laws of the State of Minnesota ("Association").

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 3.2% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$8600 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association.

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. If Association does not use all of the time to which it is entitled during the Annual Period such failure to use such time shall not be grounds for termination of this Agreement, or for nonpayment of the Facility Fee. If Association does not use all of its allotted time during the

Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VI

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VII

Construction of Facility

Section 7.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 7.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 7.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements,

attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE VIII

Assignment and Subordination

Section 8.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1 and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 8.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 8.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 8.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE IX

Insurance and Indemnification

Section 9.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 9.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 9.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 9.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 9.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 9.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 9.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 9.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so

terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE X

Default

Section 10.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations,

and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 10.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District: Independent School District No. 284
Box 660
210 County Road 101 N
Wayzata, MN 55391-9990

If to Association: Wayzata Boys Basketball Association

P.O. Box 46014
Plymouth MN 55446

Section 11.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

Section 11.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 11.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 11.5 Final Agreement. All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____
Its Chairperson of the School Board

And by _____
Its Clerk

ASSOCIATION:

WAYZATA BOYS BASKETBALL

By Scott Jensen
Its President

And by _____
Its _____

Exhibits:

1. Exhibit A. WPS DOME Type and Number of Hours by Association
2. Exhibit B. Scheduling Policy
3. Exhibit C. Use Regulations



RULES and PROCEDURES

1. Perimeter doors are for emergency use only. All visitors must enter through the revolving doors. Any visitor that opens an emergency door will have the facility rights of their team revoked for one week. Visitors needing the handicap entrance should ask facility staff for assistance.
2. There is no parking in the fire lane or the track surrounding the dome. Visitors can use the one-way drop off loop to drop off children. Visitors must park in the Central Middle School lot and walk down the sidewalk
3. There is no food, gum, sunflower seeds, coffee, pop or power drinks allowed in the facility. Water may be consumed.
4. All coaches and facility users must carry and have access to an appropriate first aid kit.
5. We are required to have the facility lights out by 10PM. Please be prepared to exit the building a few minutes before 10PM each night.
6. No large equipment such as benches, nets, or bleachers may be placed within 3 feet of the perimeter. Snow may push against the outside of the dome and tear if equipment is near the edge of the dome.
7. No standing on the airflow grates.
8. Personal belongings should be stored around the perimeter of the facility but not blocking any emergency exits.
9. The dome closes when gusts meet or exceed 40 miles per hour.
10. Any schedule disputes should be brought to the attention of the facility attendant. Their schedule is the final decision.
11. Hockey players should enter and exit ice from the doors nearest the main entrance. The other doors may be used in case of emergency only.
12. No boots or shoes are allowed on ice.
13. Hockey players must remain on ice or runners. Do not walk on turf in skates.
14. Students/youth must wear helmets on the ice
15. Limited flight softballs and baseballs must be used.
16. Helmets must be worn in the batting cages at all times.
17. Please be alert in and around batting cages for stray balls.
18. There is no one allowed near the pitching machines

9/13/2013

Exhibit B

Scheduling Policy

In order to attain the hours paid for by the Associations, in general, the scheduling of the Central Athletic DOME will be as follows:

All athletic associations will equitably share in the peak and non-peak hours. Peak hours will be defined as the hours after January 1 of each year, not including day time hours on school release days.

All athletic associations will share in the more desirable hours such as Monday, Tuesday, Thursday and Saturday as well as the less desirable Wednesdays, Fridays and Sundays.

The evenings and days must be fully utilized, therefore no groups will monopolize a time period thus excluding reasonable use for other groups. For example evenings may be divided into two sessions 5:30-7:30 and 7:30-10:00 rather than one group scheduling 7:00-9:00 rendering the hour of 9:00-10:00 undesirable.

The detailed facility schedule will be developed and distributed each May for the following year.

Exhibit A

9/13/2013

USE AND OCCUPANCY AGREEMENT

Dated as of October 14, 2013

by and between

Independent School District No. 284

and

Wayzata Girls Basketball

USE AND OCCUPANCY AGREEMENT

This Agreement made and entered into as of October 14, 2013 by and between Independent School District No. 284, an independent school district and public corporation under the laws of the State of Minnesota (the "School District") and Wayzata Girls Basketball, a nonprofit organization under the laws of the State of Minnesota ("Association").

RECITALS

A. School District has determined that the School District's construction of a domed athletic arena ("Facility") on the Central Middle School property will serve the public education interests of the School District and of the citizens residing within the School District boundaries.

B. Pursuant to Minnesota Statutes §123B.51, the School District is permitted to allow community athletic associations to use School District athletic facilities and to pay the School District for such use.

C. Without such payments for use the School District would be unable to pay both the capital and operational costs of the Facility.

D. In furtherance of its public purpose School District is willing to finance the capital costs for construction of the Facility with lease purchase financing under MSA §123B.51 and §465.71 and to use such other funds as School District may determine is appropriate and lawful and to enter into such agreements, leases, contracts and other documents as may be necessary or desirable to effectuate this public purpose including agreements with youth amateur athletic associations to assume part of the financial risk of operating costs.

E. School District is willing to enter into a lease purchase agreement ("Lease Purchase Agreement") with a lender whereby the School District leases the Facility and purchases the Facility at the end of the Lease for a minimal price.

F. School District is willing to manage the Facility and to provide use of the Facility to Association in consideration of Association agreeing to pay School District 2.2% of the annual operational costs pursuant to the terms and conditions set forth herein.

G. Association serves the youth athletic needs of the general community including the needs of many of the children of citizens residing in the School District and is in need of an athletic facility to assist in such endeavor.

H. Association desires to enter into a long term use agreement with the School District for the conduct of amateur youth sports activities in the Facility.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and Exhibits attached hereto, have the meanings herein specified:

Act of Bankruptcy shall mean any of the following events:

(i) A party shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the party or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the party, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the party, (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the party, or (c) similar relief in respect of the party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Agreement shall mean this Use and Occupancy Agreement, between the School District and the Association and any amendment hereof or supplement hereto.

Annual Period shall mean any successive 12-month period commencing July 1 of each year.

Association's Share shall mean a fraction, the numerator of which is 1 and the denominator of which is the number of athletic associations entering into use and occupancy agreements with the School District with respect to the Facility. In the event that this definition of "Association's Share" yields an unequitable allocation of Facility expenses in the opinion of a majority of such Associations after consultation with such associations the School District reserves the right to alter the definition in order to yield a more equitable result which more closely reflects relative actual use of the Facility by such associations.

Authorized Officer, when used with respect to the School District, shall mean the Superintendent of Schools, the Director of Administration, the Business Manager or any other person who is designated in writing by the Superintendent of Schools as an Authorized Officer for purposes of this Agreement. The term "Authorized Officer," when used with respect to the Association, shall mean the President, and any Vice-President who is authorized to take the action in question on behalf of the Association.

Code shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include relevant regulations and proposed regulations thereunder and any applicable successor provisions to such sections, regulations or proposed regulations, including regulations proposed after the date hereof with a retroactive effective date including the date hereof.

Completion Date shall mean the date of completion of construction and installation of the Facility.

Construction Costs shall mean all costs of payment of, or reimbursement for, acquisition, construction, installation and financing of the Facility including, but not limited to, administrative costs, engineering costs, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, financing costs and fees, legal fees and charges, professional consultant fees, and charges and fees in connection with the foregoing.

Event of Default shall mean an event of default as defined in Article X hereof.

Facility shall mean the domed athletic arena and all artificial turf and equipment to be constructed on the Property together with all easements and appurtenant rights granted to the Lender and available for use by users of the athletic arena, including without limitation access and parking easements and utility easements, and any furniture, fixtures and equipment acquired with loan proceeds from the Lender for use in conjunction with the athletic arena.

Fiscal Year shall mean the twelve-month fiscal period of the School District, which commences on July 1 of a year and ends on June 30 of the next year.

Lender shall mean U.S. Bank National Association.

Net Proceeds shall mean any insurance or condemnation proceeds paid with respect to the Premises, remaining after payment therefrom of all expenses incurred in the collection thereof.

Property shall mean the real property described in Exhibit A hereto to be ground leased by Lender from the School District, and including any property added to or substituted for any portion of the Site and less any real property released from this Agreement.

School District shall mean Independent School District No. 284 (Wayzata Schools), an independent school district, public corporation and governmental unit of the State of Minnesota, and any successor to its functions.

State shall mean the State of Minnesota.

State and Federal Laws shall mean the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Agreement or Agreement Term or Lease Term shall mean the period during which this Agreement may remain in effect as specified in Article II hereof.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: WPS DOME Type and Number of Hours by Association

Exhibit B: Scheduling Policy

Exhibit C: Use Regulations

ARTICLE II

Term

Section 2.1 Commencement Date. The term of this Agreement shall commence on July 1, 2014 and conclude five (5) years later on June 30, 2019.

Section 2.2 Renewal Options. Association shall have the option to renew the Agreement for any or all of three renewal terms of five years each, each such term to commence on the day immediately following the last day of the prior term, provided that the Agreement has not previously been terminated by reason of default and provided further that Association is not in default of the Agreement at the time of any such renewal. Association may exercise any such renewal option by providing School District written notice of Association's election to exercise the option, six months prior to termination of the term of the Agreement. Failure to timely exercise an option to renew shall act to waive such option, time being of the essence. The terms and conditions of the Agreement for any such renewal term shall be the same as the terms and conditions herein set forth except that there shall be no options to renew in addition to the options set forth in this paragraph.

Section 2.3 Automatic Yearly Renewal. Upon expiration of a term of the Agreement, the Agreement shall automatically renew on a year-to-year basis unless either party gives written notice to the other party of permanent termination of the Agreement at least thirty (30) days prior to expiration of the then current term of the Agreement. The terms and conditions of any automatic yearly renewal shall be the same as set forth in this Agreement except that all future five year term Renewal Options shall be null and void.

ARTICLE III

Use and Occupancy Rights

Section 3.1 Ground Lease and Purchase Agreement. This Agreement shall be subject to a ground lease ("Ground Lease") between School District and Lender and the Lease Purchase Agreement. Association acknowledges receipt of a copy of a fully executed copy of the Ground Lease and Lease Purchase Agreement and represents that Association has reviewed the Ground Lease and Lease Purchase Agreement and is familiar with its terms and conditions. Any restrictions on use of the Facility imposed by the Lease Purchase Agreement upon School District shall also be imposed upon Association.

Section 3.2 Use. School District grants Association the non-exclusive right to use the Facility for athletic purposes during each calendar year during the term of the Agreement in accordance with its organizational purposes and for other purposes mutually agreeable to the parties. Association's use of the Facility shall be scheduled in accordance with the scheduling policy ("Scheduling Policy") attached as Exhibit B as it may be amended from time to time and subject to the frequency limitations set forth in Exhibit B. The Association shall exercise due care in the use of the Facility and shall not use the Facility improperly, carelessly, without adequate adult supervision, in violation of any local, state or federal law or for a purpose or in a manner not authorized by this Agreement. All such use shall be subject to the limitations, requirements and obligations set forth in this Agreement including the use regulations ("Use Regulations") attached as Exhibit C, as they may be amended from time to time. Association shall have no rights to use the Facility other than the rights specifically granted to Association in this Agreement. School District does not relinquish the right to control the use or occupancy of the Facility pursuant to this Agreement, provided that the exercise of control by the School District shall not be inconsistent with law, including the Code, the Ground Lease, the Lease Purchase Agreement or this Agreement, in the priority such agreements are listed herein. School District, its staff and agents shall have access to any part of the Facility as to which Association may be granted use from time to time and without prior notice to monitor use of the Facility.

Section 3.3 Non-Exclusive. Association acknowledges that it and its events will be one of many users of the Facility. School District will try to balance competing uses through the Scheduling Policy but Association agrees to make reasonable and necessary accommodations for other users of the Facility. Association acknowledges that the School District athletic teams and classes enjoy priority in the scheduling and use of the Facility. Association agrees that its scheduling interests will be adequately accommodated as a principal user of the Facility as more fully described in the Scheduling Policy.

Section 3.4 Hazardous Substances. Association will not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products, or other dangerous, toxic or hazardous substances in or about the Facility.

Section 3.5 Building Operation.

- (a) Subject to participation by Association by payment of Facility Fees, School District shall provide maintenance of the Facility during Association's occupancy of the Facility.
- (b) If School District reasonably determines that the use by Association of any utility or service provided by School District in the Facility is disproportionate to the use of other occupants, School District may separately charge Association for the excess cost attributable to such disproportionate use.
- (c) Association will not install any equipment in the Facility without School District's prior written consent.

- (d) School District will not be liable in damages or otherwise if any service to be provided by School District or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of School District nor will any such event be construed as an eviction of Association, work an abatement of Facility Fees, or relieve Association from fulfilling any obligation in the Agreement. Under no circumstances will School District be liable for damages arising from the failure to provide any service or the interruption or termination of any service. If any of the equipment or machinery used by School District in providing services to Association in the Facility breaks down or for any cause ceases to function properly, School District will use reasonable diligence to make the necessary repair or replacement.
- (e) School District will be entitled to cooperate voluntarily in any reasonable manner with the efforts of any governmental agency or utility supplier in reducing energy or other resource consumption or in coordinating other services.

Section 3.6 Quiet Enjoyment. Upon paying the rent and performing its obligations under this Agreement, Association will peacefully use and occupy the Facility subject to the terms of this Agreement.

Section 3.7 Surrender of Premises. Prior to the expiration or earlier termination of this Agreement, Association at its expense shall remove any personal property owned by Association in or serving the Facility and immediately surrender the Facility to School District peaceably and quietly, clean and in as good order and condition as the Facility was on the Commencement Date. Any property of Association left in the Facility after expiration or termination of this Agreement shall be deemed abandoned and may at Association's expense be disposed of by School District as School District deems expedient.

Section 3.8 Rights Reserved to School District.

- (a) School District, its agents, representatives or designees, may enter the Facility at all reasonable hours to inspect the Facility, to make repairs, alterations or additions to the Facility or other improvements, to show the Facility to prospective users, purchasers or mortgagees, or for other reasonable purposes as School District deems necessary or desirable.
- (b) School District may from time to time install, use, maintain, repair, and replace within the Facility any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Facility or other improvements.
- (c) School District may make changes in or additions to any part of the Facility or other improvements outside the Facility and may alter or relocate any sidewalk or parking lot in or serving the Facility.
- (d) In carrying out any work under this Article, School District will not interfere with Association's use of the Facility any more than is reasonably

necessary, under the circumstances. School District will not be liable in damages or otherwise for interference with Association's use of the Facility nor will the entry or work be construed as an eviction of Association, work an abatement of fees, or relieve Association from fulfilling any obligation under this Agreement.

ARTICLE IV

Use Fees

Section 4.1 Calculation of Fee. For the term of this Agreement, commencing on the Commencement Date and thereafter on January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District one-third of a fee amount ("Facility Fee") determined pursuant to the procedure set forth herein, not to be less than \$5900 per annum plus the CPI Adjustment (as defined below) ("Minimum Facility Fee").

The amount of the annual Facility Fee shall equal the Association's Share of the School District's Net Operating Expenses (as defined in Section 4.2) for the Facility for the Annual Period not to be less than the Minimum Fee. On January 31, April 30 and September 30 of each calendar year during the term of this Agreement, Association shall pay School District an estimated fee ("Estimated Facility Fee") equal to one-third of the Association's Share of the approved School District budget for Annual Operating Expenses for the Facility not to be less than the one-third of the Association's Share of the Minimum Facility Fee. In the event Actual Facility Net Operating Expenses exceed budgeted Facility Net Operating Expenses, upon sixty (60) days prior written notice, School District may amend the budget for Net Operating Expenses and increase the Estimated Facility Fee in accordance with the amended Net Operating Expense Budget. Within 120 days after the end of the Annual Period, School District shall provide Association a report setting forth Actual Facility Net Operating Expenses and a final Annual Facility Fee amount. If the final Annual Facility Fee amount is less than the sum of the Estimated Facility Fee payments, School District shall immediately reimburse Association the excess of Estimated Facility Fee payments made during the Annual Period over the actual Facility Fee for such period. If the Actual Facility Fee amount is greater than the sum of the Estimated Facility Fee payments, Association shall immediately pay the amount of such deficiency to School District within thirty (30) days of such written notice. The Director of Community Education Services will meet with all associations that have use and occupancy agreements annually, the second week of September to review actual operational expenses for the previous year.

The CPI Adjustment to the Minimum Facility Fee shall be calculated on each June 1 during the term of this Agreement. The Minimum Facility Fee for the prior twelve months will be multiplied by a fraction. The numerator of the fraction will be the Consumer Price Index, for all Urban Consumers, U.S. City average ("CPI Index"), United States on the prior April 1 and the denominator shall be the CPI Index for April 1 during the prior calendar year. The product of the Minimum Facility Fee and such fraction shall be the Minimum Facility Fee for the forthcoming twelve months commencing June 1. If the fraction is .1 or less than 1, there will be no adjustment that June 1 to the Minimum Facility Fee. For example, if the Minimum Facility Fee is \$10,000 on June 1, 2004, and the CPI Index on April 1, 2004 is 190 while the CPI Index

on April 1, 2003 is 180 then the Minimum Facility Fee for the period from June 1, 2004 to May 30, 2005 shall be $\$10,000 \times 190/180 = \$10,555.56$.

Section 4.2 Net Operating Expenses. Actual Operating Expenses means all the costs of the School District attributable to the maintenance, operation and repair of the Facility as determined by standard accounting practices including but not limited to (i) real estate taxes, if any, and installments of special assessments reasonably allocated to the Facility by School District, and all taxes, excises, fees, charges, levies or assessments which are assessed, levied, charged or imposed on School District in lieu of real estate taxes or special assessments; (ii) premiums for casualty, public liability, rent loss and other insurance which School District maintains with respect to the Facility as reasonably allocated by School District to the Facility; (iii) management fees and costs; (iv) record keeping, accounting and auditing costs for budgeting and determination of Net Operating Costs; (v) utility costs; (vi) janitor and operating personnel costs reasonably allocated to the Facility; (vii) snow and ice removal costs; (viii) landscaping and lawn care costs; (ix) all other costs which may be expensed rather than capitalized incurred by School District in owning, maintaining or operating the Facility; and (x) capital expenditures incurred after initial construction of the Facility amortized over a period reasonably determined by School District using reasonable interest charge assumptions, for any repair, replacement or improvement to the Facility or for purchase of equipment that is incurred to improve the operating efficiency or reduce the cost of owning, maintaining or operating the Facility or is required by any governmental authority or insurance carrier, to the extent such payment of capital does not violate the Lease Purchase Agreement and excepting any amount of such capital expenditure which could result in loss of tax exemption for any debt associated with the Facility.

Net Operating Expense means Actual Operating Expense less any revenue received for use of the Facility from the general public (as opposed to fees from the community youth athletic associations which have entered into use and occupancy agreements similar to this Agreement for use of the Facility).

Section 4.3 Event Expenses. Association shall pay for all Association event ("Association Event") related expenses and costs ("Event Expenses") within thirty (30) days of being billed, except as otherwise provided in this Agreement. An Event Expense shall equal the average cost or expense to the School District for the provision of personnel, labor, services, equipment, utilities or supplies attributable to each Association Event. By way of illustration and not limitation, Event Expenses shall include the costs of electricity for scoreboards, sound systems, sound system announcers, Facility lighting system, costs for heating and cooling the Facility for the event and costs of cleaning the Facility and restocking Facility restrooms. The School District may charge its current average compiled hourly expense for any such items based on the number of hours the Facility is made ready for the Association Event. The School District shall be entitled to require that Facility equipment and fixtures operation, Facility set up and preparation and Facility cleanup be handled by School District personnel and that Association pay the costs of such personnel as reasonably determined by School District. Association shall observe any collective bargaining agreement that may be applicable to the Facility and of which the Association has been advised in writing. To the extent Association is permitted to use its own personnel for an Association Event, Association shall be responsible for all costs arising from the use of such personnel. The School District shall not be liable for the payment of Event Expenses or any other costs, fees or expenses, including any costs of labor, services, or materials

arising out of or associated with the use of the Facility by the Association except for such costs directly contracted for by School District (for which it may then bill Association).

Section 4.4 Tickets and Concessions. School District shall have no interest in any revenues derived from the sale of food or beverage sold during Association Events. Association shall (i) submit written requests to the School District for permission to prepare and/or sell concessions at the Facility fifteen (15) days prior to the day on which the Association would like to sell concessions, (ii) be solely responsible for securing health permits or other permits and licenses required to prepare and/or sell concessions at the Facility, and for complying with any conditions for such permit or license, and (iii) pay any sales or entertainment taxes arising out of the sale of tickets or concessions. School District may deny such request for any reason. Association shall not be entitled to make physical improvements required to secure any such permit or license without the prior written consent of School District.

Section 4.5 Novelties and Programs. School District shall have no interest in revenues derived from the sale of novelties or programs at Association Events. Association shall pay any sales or entertainment taxes arising out of the sale of novelties and programs.

Section 4.6 Advertising. Association shall have no right to sell advertising on or in the Facility except on Association Event programs in which the pages do not exceed 8 1/2" by 11" in dimension. Association shall have no right to share in advertising revenue created by School District or other parties. School District shall have no right to share in revenue from advertising in Association programs. School District advertising in or upon the Facility shall not be covered or otherwise interfered with by Association.

Section 4.7 Basketball Associations Contributions. The Wayzata Girls Basketball Association (WGBA) has agreed to commit \$5900 and the Wayzata Boys Basketball Association (WBBA) has agreed to commit \$8600 annually to the Facility for each of the 10 years. The CPI adjustment to such annual payment that may be applied to the commitments of the other athletic association will also be applied to the basketball commitments. For this commitment to the Facility, the basketball associations will receive an additional 640 hours of gym time in the schools annually, to be shared by the WGBA and the WBBA. This gym time is made available by the soccer association vacating the indoor space and moving out to the Facility. The regular rules and regulations apply to the additional hours scheduled. The gym time made available to basketball, in general, is Monday, Tuesday, Wednesday, and Friday evenings at Plymouth Creek and Sunday afternoons at Central Middle School from November through mid-March and Saturday afternoons at Kimberly Lane February through mid-March.

ARTICLE V

Scheduling

Association Events shall be scheduled according to the Scheduling Policy as amended from time to time. If Association does not use all of the time to which it is entitled during the Annual Period such failure to use such time shall not be grounds for termination of this Agreement, or for nonpayment of the Facility Fee. If Association does not use all of its allotted time during the

Annual Period, its rights to such unused days during that Annual Period shall terminate and Association shall not be entitled to any greater number of days in any future Annual Period.

ARTICLE VI

Facility Financing Restrictions

Association acknowledges that the School District's construction of the Facility will be financed in part by the proceeds of Certificates of Participation in lease payments made by the School District to the Lender which may be designated as bank qualified tax-exempt obligations pursuant to Section 265(b)(3)4 of the Internal Revenue Code and on which certain payments constituting interest shall be excludable from gross income for purposes of the federal income tax. In order for the School District to comply with certain covenants, made with respect to the Certificates of Participation and in the Lease Purchase Agreement, certain limitations must be placed on the use of the Facility by Association. School District reserves the right to amend this agreement if required to do so in order to obtain an opinion from its bond counsel as for the tax exempt nature of such payments constituting interest, provided such amendment does not materially deprive Association of the benefits of this agreement.

Upon notification by School Board to Association, which notice shall include an opinion by bond counsel, Association agrees that it will take such further actions or refrain from such actions as are required by the School District from time to time to protect the tax-exempt status of the Certificates of Participation or otherwise to satisfy the requirements of any financing or refinancing relating to the construction of the Facility, provided that in no event will Association be required to pay any amount which exceeds the Facility Fee described in Article IV herein.

ARTICLE VII

Construction of Facility

Section 7.1 Plans and Specifications. School District shall cause plans and/or specifications to be prepared for the Facility which, among other things, shall permit the Facility to be used primarily for physical education, soccer, football, baseball and other athletic purposes. The facility shall consist of an air supported heated dome approximately 180 feet by 360 feet with an artificial turf playing surface.

Section 7.1 Completion of Construction. School District and Association agree to cooperate in School District arranging construction and financing of construction of the Facility so as to permit completion of construction of the Facility by September 1, 2004 ("Proposed Completion Date"). The failure of School District to complete construction of the Facility by the Proposed Completion Date shall not entitle Association to terminate this Agreement or to make a claim against School District. School District shall be solely liable for Facility Construction Costs. Thereafter the dome will put be up approximately November 1 of each year and taken down approximately April 30 of each year.

Section 7.2 Lender Requirements. The Lender for financing of the Facility construction and other costs may require that Association execute subordination agreements,

attornment agreements, estoppel statements, amendments to this Agreement or other documents customary to Lease Purchase financing arrangements. Association shall execute and deliver within fifteen (15) days of request, Lender's customary subordination agreements and attornment agreements (which may not include non-disturbance clauses). Association shall also execute and deliver within fifteen (15) days of request, amendments to this Agreement and other customary Lease Purchase financing documents required by the Lender which do not deprive Association of the material benefits of this Agreement or impose liability upon Association not already imposed by this Agreement.

ARTICLE VIII

Assignment and Subordination

Section 8.1 Assignment or Sublease by Association.

- (a) Association will not assign or otherwise transfer this Agreement or any interest in this Agreement nor sublet all or any part of the Facility nor permit occupancy of the Facility by anyone other than Association without School District's prior written consent which may be refused for any reason. Consent by School District to any assignment of this Agreement or any subletting of the Facility will not operate as a waiver of School District's rights under this Section 8.1. No assignment or subletting will release Association of any of its obligations or waive any of School District's rights under this Agreement. The acceptance of fees from someone other than Association will not be deemed to be a waiver of any of the provisions of this Agreement or consent to any assignment of this Agreement or subletting of the Facility.
- (b) Neither Association's rights nor Association's interest in this Agreement will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and School District may terminate this Agreement upon the happening of any of those events.
- (c) Association will reimburse School District for any costs and legal fees reasonably incurred by School District in connection with any proposed assignment or sublease.
- (d) No assignment of this Agreement will be effective unless it is in compliance with this Section 8.1 and the assignee has agreed with School District in writing to perform and comply with all of the Association's obligations under this Agreement. No subletting of all or any part of the Facility will be effective unless it is in compliance with this Section 8.1 and the subtenant has agreed with School District in writing to attorn to School District at School District's written request upon any termination of this Agreement prior to the expiration of the sublease.

Section 8.2 Assignment by School District. School District may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Agreement and in the Facility subject to the rights of Association under this Agreement, and Association will attorn to the transferee.

Section 8.3 Subordination.

- (a) This Agreement is subject and subordinate to all ground or underlying leases now or hereafter affecting all or any part of the Facility and/or Property and to the lien of any mortgage or deed of trust in any amount now or hereafter placed on all or any part of the Facility and/or Property or on any interest in the Facility, and/or Property and any renewal, modification, consolidation, replacement or extension of any of those encumbrances. However, if the holder of any first mortgage or first deed of trust on the Facility and/or Property so elects, this Agreement will in whole or in part be deemed prior in lien to such first mortgage or first deed of trust regardless of the date of recording. Association will within twenty (20) days after School District's request execute and deliver without further consideration any instruments desired by School District or the lessor of any ground or underlying lease or holder of any mortgage or deed of trust on the Facility and/or Property evidencing the priority or subordination of this Agreement to such ground or underlying lease or to the lien of such mortgage or deed of trust.
- (b) Association will upon the request of the successor in interest of School District following termination of any ground or underlying lease or repossession in lieu of termination, or foreclosure of any mortgage or deed of trust or conveyance in lieu of foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of School District, or subject to any offsets or defenses Association may have against School District or bound by any prepayment of Facility Fees more than one quarter in advance or by any amendment or modification of this Agreement made without the consent of the lessor of the ground or underlying lease or holder of the mortgage or deed of trust.

Section 8.4 Acknowledgment. Within twenty (20) days after School District's request, Association will execute, acknowledge and deliver a statement addressed to School District or any prospective mortgagee, assignee, transferee or others designated by School District certifying that this Agreement is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Facility Fees have been paid, that there are no current defaults by School District or Association except as set out in the statement, and as to any other matters pertaining to this Agreement as may be reasonably requested. Any mortgagee, assignee, transferee or others designated by School District will be entitled to rely upon the statement given under this Article.

ARTICLE IX

Insurance and Indemnification

Section 9.1 Liability for Damage. Association assumes full responsibility for the acts and conduct of all Association Event participants and all persons admitted to the Facility during an Association Event. Association shall be liable to the School District for any damage to the Facility caused by such participants and persons.

Section 9.2 Other Damage. Without limiting Association's responsibility for damage to the Facility as stated above, Association shall not cause nor permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced, nor shall Association drive or permit to be driven any nails, tacks, or screws in any part of the Facility, nor shall Association make, or allow to be made, any alterations of any kind in the Facility. Association shall not allow pressure-adhesive stickers in the Facility during an Association Event. Association shall reimburse School District upon demand for any such damage occurring during an Association Event and shall pay for all labor involved in repairing such damage.

Section 9.3 Indemnification by Association. With respect to each Association Event, Association shall indemnify School District, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (including attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or death to any person or from loss of or damage to any property, however caused, which occurs in or about the Facility, the public property surrounding the Facility or the School District sidewalk and parking lots near the Facility during, in connection with, or arising out of Association Events (collectively "Claims") provided that the Association shall not be required to indemnify the School District from Claims to the extent such Claims arise out of the negligent act or omission of the School District in the performance of its obligations under the terms of this Agreement. With respect to each Association Event, School District shall indemnify Association, and its directors, employees, agents and others acting on behalf of any of them, hold them harmless and defend and protect them from and against any Claims to the extent arising out of the negligent act or omission of School District in the performance of its obligations under this Agreement.

Section 9.4 Insurance. Association will procure and maintain, at its own cost and expense, commercial public liability insurance with contractual liability coverage insuring Association and School District (and any other parties reasonably requested by School District) from all claims, demands or actions for injury or death or property damage in or about the Facility in amounts which are from time to time reasonably required by School District, but not less than \$2,000,000 combined single limit for injury or death and damage to property, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises. The insurance will be in a form and with an insurer reasonably acceptable to School District and will not be subject to cancellation or material change except after at least 10 days' written notice to School District. Each policy or a duly executed certificate reasonably satisfactory to School District, together with satisfactory evidence of the payment of premiums, will be deposited with School District before the Commencement Date and at least thirty (30) days before the expiration of the policy.

Section 9.5 Damage to Facility. If the Facility is damaged or destroyed by fire or other casualty and School District is unable to obtain the necessary approvals, consents, permits, or financing which would enable School District to commence reconstruction or repair of the Facility within one hundred eighty (180) days after such damage or destruction in order to repair and restore the Facility within one (1) year after such damage or destruction, either School District or Association may terminate this Agreement by giving written notice to the other within two hundred ten (210) days after the damage or destruction. If a portion of the Facility is damaged by fire or other casualty and this Agreement is not so terminated, School District will promptly restore the Facility to as near the condition which existed prior to such damage or destruction as reasonably possible and the Facility Fees will be equitably reduced during the time the Facility is unusable. School District will not be responsible to Association for damages to or destruction of Association's personal property, equipment, furniture and fixtures in or about the Facility regardless of the cause of damage or destruction, and Association will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible. School District will have exclusive right to all of the insurance proceeds from School District's insurance.

Section 9.6 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, School District and Association each waive any right of recovery, claim, action or cause of action against the other and the agents, officers and employees of the other for any loss or damage that may occur to the Facility or any improvements or property of Association in or about the Facility by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, its agents, officers or employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by the policy.

Section 9.7 Indemnity. School District and its agents, officers and employees will not be liable for (i) any damage to the property of Association or its subtenants or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of School District, its agents, officers or employees, or (ii) for any injury or damage to person or property occurring in the Facility or caused by any act, omission or neglect of Association, its agents, officers, employees, customers and invitees. Association will indemnify, defend and hold harmless School District and School District's agents, officers and employees from all claims, costs and liabilities arising out of any such injury or damage, or any breach of Association's obligations under this Agreement.

Section 9.8 Condemnation. If the entire Facility is taken or condemned for any public purpose (or purchased under threat of taking) this Agreement will terminate as of the date of taking. If part of the Facility is so taken or condemned and School District determines that substantial alteration, reconstruction or demolition of the Facility is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for School District to restore the remainder of the Facility, School District may terminate this Agreement as of the date of taking upon giving notice to Association within sixty (60) days after the date of taking. If a portion of the Facility is affected by such taking or condemnation and this Agreement is not so

terminated, School District will promptly restore the remainder of the Facility to as near the condition which existed prior to the taking as reasonably possible. The Facility Fee will be equitably reduced for the period following the date of taking to reflect the reduction in use and expenses. The entire award or other compensation for any such taking or purchase of the fee and leasehold will belong to School District, but School District will not be entitled to any award made to Association for movable equipment, furniture and other trade fixtures owned by Association or for Association's relocation or moving expenses.

ARTICLE X

Default

Section 10.1 Default by Association.

- (a) Association will be in default of this Agreement if (i) Association fails to pay any sum owing by it under this Agreement within fifteen (15) days after the due date, or (ii) Association fails to comply with the assignment and subletting provisions of this Agreement, or (iii) Association fails to observe or perform any other provision of this Agreement within thirty (30) days after notice of such failure, or (iv) Association vacates or abandons the Facility, or (v) Association commits an Act of Bankruptcy or the interest of Association under this Agreement is levied on under execution or other legal process, or any petition filed by or against Association to declare Association a bankrupt or to delay, reduce or modify Association's debts or obligations, or Association is declared insolvent according to law, or any assignment of Association's property is made for the benefit of creditors, or a receiver or trustee is appointed for Association or its property (provided that no levy, execution, legal process or petition filed against Association constitutes a breach of this Agreement if Association vigorously contests by appropriate proceedings and it is removed or vacated within sixty (60) days from the date of its creation, service or filing).
- (b) If Association is in default of this Agreement, School District may (i) terminate this Agreement and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Association's right of use, occupancy or possession and repossess the Facility and remove all persons or property from the Facility, without demand or notice to Association and without terminating this Agreement, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Agreement is terminated or School District repossesses the Facility for default by Association, exercise any other rights or remedies provided at law or in equity. If this Agreement is terminated or School District repossesses the Facility for default by Association, School District may (but will not be obligated to) relet all or any part of the Facility for the account of Association for the rent and upon the terms School District deems advisable and may make changes, additions, improvements, redecorations,

and repairs to the Facility as School District deems advisable, without affecting Association's liability under this Agreement.

- (c) If this Agreement is terminated or School District repossesses the Facility for default by Association, Association will pay to School District on demand the sum of (i) the unpaid Facility Fees owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by School District in terminating, repossessing, and reletting Association's entitlement to use the Facility including but not limited to costs of changes, additions, improvements, redecorations and repairs, brokerage and legal fees, and the collection of Facility Fees, and (iii) any deficiency between the Facility Fees for the remainder of the Term and the payments, if any, received by School District from any reletting of the Facility or, if elected by School District as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Facility Fees for the remainder of the Term exceeds the then reasonable rental value of the Facility over the remainder of the Term, and (iv) any other sums, interest, or damages owed by Association to School District. In determining the rent for the remainder of the Term, Facility Fees and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Facility was first occupied by users.
- (d) Failure of School District to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and School District may declare the default at any time thereafter.
- (e) If Association defaults in the observance or performance of its obligations under this Agreement, School District may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Association will pay the costs of curing the default to School District upon demand.

Section 10.2 School District Default. In the event of any alleged default in the obligation of School District under this Agreement, Association will deliver to School District written notice listing the reasons for School District's default and School District will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence an action and proceed diligently to cure such alleged default. A copy of such notice to School District will be sent to any lessor of any ground or underlying lease or holder of any mortgage or deed of trust of which Association has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District:	Independent School District No. 284 Box 660 210 County Road 101 N Wayzata, MN 55391-9990

If to Association:	Wayzata Girls Basketball Association

Section 10.3 Holding Over.

- (a) If Association holds over after expiration or earlier termination of this Agreement without written consent of School District, Association will become a tenant at sufferance only at a rental rate equal to twice the Facility Fee in effect for the month immediately preceding the expiration or termination and otherwise subject to the terms of this Agreement. No unauthorized holding over will operate to extend the Term and Association will indemnify School District against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of School District in writing will be deemed an occupancy of the Facility as a tenant from month to month, at a monthly rental equal to the installment of Facility Fees in effect for the month preceding the expiration or termination or such other amount as is set out in the consent, and subject to all other terms and conditions of this Agreement to the extent they are applicable to a month-to-month lease terminable by either party on thirty (30) days written notice to the other.

Section 10.4 Legal Costs. If School District places the enforcement of this Agreement, the collection of any amount due or to become due or the recovery of possession of the Facility in the hands of an attorney or files suit upon Association, School District will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

Section 10.5 School District Limited Immunity. Notwithstanding anything to the contrary in this Agreement, the School District does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Chapter 466 or any other Minnesota law. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by School District, by the Association or by any third party.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. Any notices or other communication required by this Agreement shall be in writing, and shall be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, to the addresses show below or such other address as the party to be addressed shall specify by notice so given:

If to School District: Independent School District No. 284
Box 660
210 County Road 101 N
Wayzata, MN 55391-9990

If to Association: Wayzata Girls Basketball Association
3205 Quenwood Ln. N.
Plymouth, MN 55441

Section 11.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Agreement or the application of provision to other persons or circumstances will not be affected, and each provision of this Agreement will be valid and enforceable to the extent permitted by law.

Section 11.3 Waiver of Covenants. Failure of School District to insist in any one or more instances upon strict performance of any obligation of Association under this Agreement or to exercise any right available to it under this Agreement will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by School District of Facility Fees with knowledge of a breach in any obligation of Association under this Agreement will not be deemed a waiver of the breach, and School District will not be deemed to have waived any provision of this Agreement until expressed in writing and signed by School District.

Section 11.4 Successors. This Agreement is binding upon and inures to the benefit of School District, its successors and assigns, and is binding upon and inures to the benefit of Association, its successors and any assigns approved by School District under this Agreement.

Section 11.5 Final Agreement. All prior negotiations, considerations representations and understandings between School District and Association are incorporated in this Agreement and may be modified or altered only by agreement in writing between School District and Association. No act or omission of any employee or agent of School District will alter, change or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, School District and Association have properly executed this Agreement as of the date set forth in the heading.

SCHOOL DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____
Its Chairperson of the School Board

And by _____
Its Clerk

ASSOCIATION:

WAYZATA GIRLS BASKETBALL

By Kari M. Olson
Its PRESIDENT

And by [Signature]
Its VP OF TRAVEL

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

ITEM: C. Finance and Business Services

COMMENTS BY: Mr. Westrum

3. **RESOLUTION TO APPROVE THE TWO YEAR ALTERNATIVE FACILITIES PROGRAM PROJECTS AND THE REVIEW AND COMMENT SUBMISSION TO THE COMMISSIONER OF MINNESOTA DEPARTMENT OF EDUCATION**

In accordance with M.S. 123B.71, Wayzata Public Schools, Independent School District 284, must prepare and submit a Review and Comment document to the Commissioner of the Minnesota Department of Education for review and approval of the Alternative Facilities Deferred Maintenance Projects: FY 2015 and FY 2016. These projects include completing selected deferred maintenance projects at thirteen (13) facilities as prioritized by the Board of Education. These items were identified through the Comprehensive Facility Condition Assessment Study and address the most critical current facility maintenance needs of the District.

The cost of the proposed projects for FY 2015 and FY 2016 is \$28,799,500. The projects will be funded through multiple sources including Alternative Facilities Bonds, Pay-as-you-Go Annual Levy Authority, and District Operating Capital revenue. Upon approval of the Commissioner of Education, the District will publish the results of the Commissioner's review at least 20 days prior to the solicitation of bids for projects or for bond issuance.

The attached Review and Comment Document provides details of the District's Two Year Facilities Improvement Plan for FY 2015 and FY 2016. The Comprehensive Facilities and Sites Evaluation Report dated April 2011, prepared by Wold Architects and Engineers, provides the basis for this two year facility plan. The 2011 report summarized the results of the study that was reviewed with the school board's Facilities and Finance Committee members over the last three years and with the entire school board at multiple school board work sessions.

The school board commissioned this multi-year study in March 2010 to evaluate and identify a number of factors related to the District's current and long-term facility needs. These needs have often been referred to as PHASE I – Infrastructure and form the basis of the District's Ten Year Facility Improvement Plan.

RECOMMENDED ACTION: Approve the RESOLUTION TO APPROVE TWO YEAR ALTERNATIVE FACILITIES PROGRAM PROJECTS AND DIRECT THE SUPERINTENDENT TO SUBMIT THE REVIEW AND COMMENT SUBMISSION TO THE COMMISSIONER OF THE MINNESOTA DEPARTMENT OF EDUCATION; AND TO AFFIRM AND APPROVE THE COMPREHENSIVE FACILITIES AND SITES EVALUATION REPORT DATED APRIL 2011 AS THE BASIS FOR THE DISTRICT'S TEN YEAR FACILITY IMPROVEMENT PLAN AS UPDATED ON AN ANNUAL BASIS AND BIENNIALY SUBMITTED TO THE MINNESOTA DEPARTMENT OF EDUCATION.

Motion by: _____	ROLL CALL	Passed _____
Second by: _____	VOTE	Failed _____

RESOLUTION
TO APPROVE TWO YEAR ALTERNATIVE FACILITIES PROGRAM PROJECTS AND
THE REVIEW AND COMMENT SUBMISSION
TO THE COMMISSIONER OF THE MINNESOTA DEPARTMENT
OF EDUCATION

WHEREAS, in accordance with M.S. 123B.71, Wayzata Public Schools, Independent School District 284, must prepare and submit a Review and Comment document to the Commissioner of the Minnesota Department of Education for review and approval of the Alternative Facilities Deferred Maintenance Projects for FY 2015 and FY 2016

WHEREAS, these projects include completing selected deferred maintenance projects at thirteen (13) facilities as prioritized by the Board of Education

WHEREAS, these projects were identified through the Comprehensive facility condition assessment study and addresses the most critical current facility maintenance needs of the District

WHEREAS, the cost of the proposed projects for FY 2015 and 2016 , is \$28,799,500 and will be funded through multiple sources including Alternative Facilities Bonds, Pay-as-you-go Annual Levy Authority and District Operating Capital revenue

WHEREAS, upon approval of the Commissioner of Education, the District will publish the results of the Commissioners review at least 20 days prior to the solicitation of bids for projects or for bond issuance

WHEREAS, the enclosed Review and Comment Document provides details of the District's ***Two Year Facilities Improvement Plan***

WHEREAS, the comprehensive Facilities and Sites Evaluation report dated April 2011, prepared by Wold Architects and Engineers, provides the basis for the District's ***Ten Year Facility Improvement Plan***

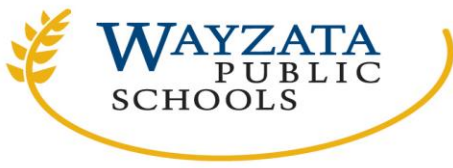
WHEREAS, the school board commissioned this year- long study in March 2010 to evaluate and identify a number of factors related to the district's current and long-term facility needs, referred to therein as Phase I- Infrastructure

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 284, City of Wayzata, State of Minnesota, as follows:

1. Approve the Two Year Alternative Facilities Program Projects and direct the Superintendent to submit the Review and Comment Submission to the Commissioner of the Minnesota Department of Education.
2. Approve the Comprehensive Facilities and Sites Evaluation report dated April 2011 as the basis for the district's Ten Year Facilities Improvement Plan to be updated on an annual basis and biennially submitted to the MDE between December 1st and June 1st.

WITNESS MY HAND officially as such recording officer this ____ day of October, 2013.

School Board, Clerk

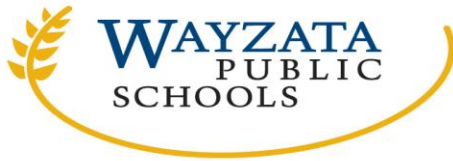


Review and Comment Submittal
Alternative Facilities
Deferred Maintenance Projects FY 2015 – FY 2016

Wayzata Public Schools
Independent School District #284
<http://www.wayzata.k12.mn.us>

Presented to:
Minnesota Department of Education

DRAFT
October 14, 2013



October 14, 2013

DRAFT

Dr. Brenda Cassellius, Commissioner
Minnesota Department of Education
1500 Highway 36 West
Roseville, Minnesota 55113-4266

Re: Independent School District #284
Alternative Facilities Deferred Maintenance Projects: FY2015 – FY 2016

Dear Commissioner Cassellius:

In accordance with M.S. 123B.71, Wayzata Public Schools, Independent School District 284, is submitting this Review and Comment document for review and approval of the Alternative Facilities Deferred Maintenance Projects: FY 2015 - 16. These projects include completing selected deferred maintenance projects at thirteen (13) facilities as prioritized by the Board. These items were identified through facility condition assessment studies and address the most critical current facility maintenance needs of the District.

The cost of the proposed projects for FY 2015 – 16 is \$28,709,500, and it will be funded through multiple sources including Alternative Facilities Bonds and Levy Authority and District Operating Capital revenue. Additional specific details involving the need for these projects are furnished in the attached report. We appreciate your review and comments on this important proposal and look forward to your reply.

Sincerely,

Superintendent

cc: School Board
Executive Director of Business Services
Facilities Program Director



TABLE OF CONTENTS

	<u>Page</u>
Introduction/Key Information	1, 2
___ 1. Geographic Area and Population to be Served	3
Geographic Area to be Served	
Population to be Served	
Enrollments/Projections	
___ 2. List of Existing Facilities	5
Description of Existing Facilities/Utilization	
Available Alternate Facilities	
___ 3. Specific Deficiencies of the School Facilities	6
Demonstrating Need	
Specific Benefits to Students, Teachers and Community	
___ 4. Relationship of Project to Area Priorities	8
School District	
Educational Cooperatives	
Other Public Bodies	
___ 5. Transit Connectivity between School and Community	8
Project Connection to Walking, Bicycle and Transit Access	
___ 6. Community Use and Collaboration	8
Community Use of Site and Facility	
Collaboration with Other Entities	
___ 7. Description of Proposed Project	9
Square Footage Allocations	
Site and Floor Plans	
Estimated Expenditures	
Schedule	
Detailed Description and Costs for Health Safety/Alternative Facilities	



TABLE OF CONTENTS (continued)

	<u>Page</u>
___ 8. Financing the Project	22
Sources of Funding	
Scheduled Date and Required Notice	
Schedule of Bond Payments	
Sources and Uses of Funds Report	
Property Tax Input	
Total Project Cost	
___ 9. Effects on Operational and Administrative Costs	23
Impact on Operational and Administrative Staffing Costs	
General Fund Impact on Added Square Footage	
HVAC Operating Costs	
___ 10. Consultation with Transportation Officials	23
School Site Access and Safety Issues	
___ 11. Consideration of Indoor Air Quality Issues	24
Air Quality Issues	
Certification of Liability Insurance	
___ 12. Certification of Architects and Engineers	24
HVAC Systems Meet/Exceed Code	
Monitoring of Outdoor Air	
Indoor Air Quality Filtration	
___ 13. Desegregation Requirements	25
___ 14. Use of Environmentally Sustainable Design Concepts	25
___ 15. Acoustical Performance Criteria	26
___ 16. City Infrastructure	27
Appendix A	
Attachment 7 for Oakwood Elementary, Sunset Hill Elementary, Birchview Elementary	28
Appendix B	
Financial Advisors' Schedule	29



Introduction

In **summer 2010, a District Wide Facilities Analysis Study** was completed for all District Facilities. That study identified significant deferred maintenance needs throughout District facilities and formed the basis of the District's integration into the State's Alternative Facilities Funding process for funding deferred maintenance projects. The proposed projects in this submittal continue that reinvestment.

The **District Wide Facilities Analysis Study** is in the process of being reviewed and will be updated periodically by District Staff. These reviews are for implementing the proposed deferred maintenance projects for the Alternative Facilities funding expenditures (the School District also studied Health and Safety and Capital Improvements projects beyond the proposed projects in this Review and Comment).

This Review and Comment addresses the deferred maintenance projects (FY 15 – 16), anticipated for completion during the summers in 2014, and 2015 and completed by spring of 2016.



KEY INFORMATION SCHOOL CONSTRUCTION PROJECT SUMMARY

School Facilities Deficiencies/Needs:	The District has a number of significant deferred maintenance items that need to be addressed as part of a continued reinvestment in its facilities. The District sees long term educational benefits to the proposed projects.
Description of Project:	This proposed project addresses a portion of the facility deferred maintenance items in District Facilities. The facility deferred maintenance items included in this proposal are for FY 15 – 16 proposed for construction during the summers of 2014 and 2015, and are identified in the District’s alternative facilities 2 and 10 year plan. The scope and schedule for any additional deferred maintenance projects will be submitted for approval in the future.
Project Costs: Financing	• Alternative Facility Levy/Bonding Authority for Deferred Maintenance Project to include the Health and Safety funding for the associated asbestos abatement. • Operating capital revenue for items deemed ineligible for categorical funding specifically determined by Minnesota Statutes.
School District Superintendent:	Dr. Chace B Anderson Chace.anderson@wayzata.k12.mn.us 76-745-5000
Executive Director of Business Services:	Mr. Jim Westrum Jim.westrum@wayzata.k12.mn.us 763-745-5000
Director of Construction:	Mr. Joe Matson Joe.matson@wayzata.k12.mn.us 763-745-5000
Director of Buildings and Grounds:	Mr. Jon Deutsch Jon.deutsch@wayzata.k12.mn.us 763-745-5000
Architects and Engineers:	Wold Architects and Engineers - 651-227-7773 Scott McQueen, Greg Dehler
Financial Consultant:	Ehlers and Associates – 651-697-8500
Bond Counsel:	Knutson Flynn and Deans – Tom Deans

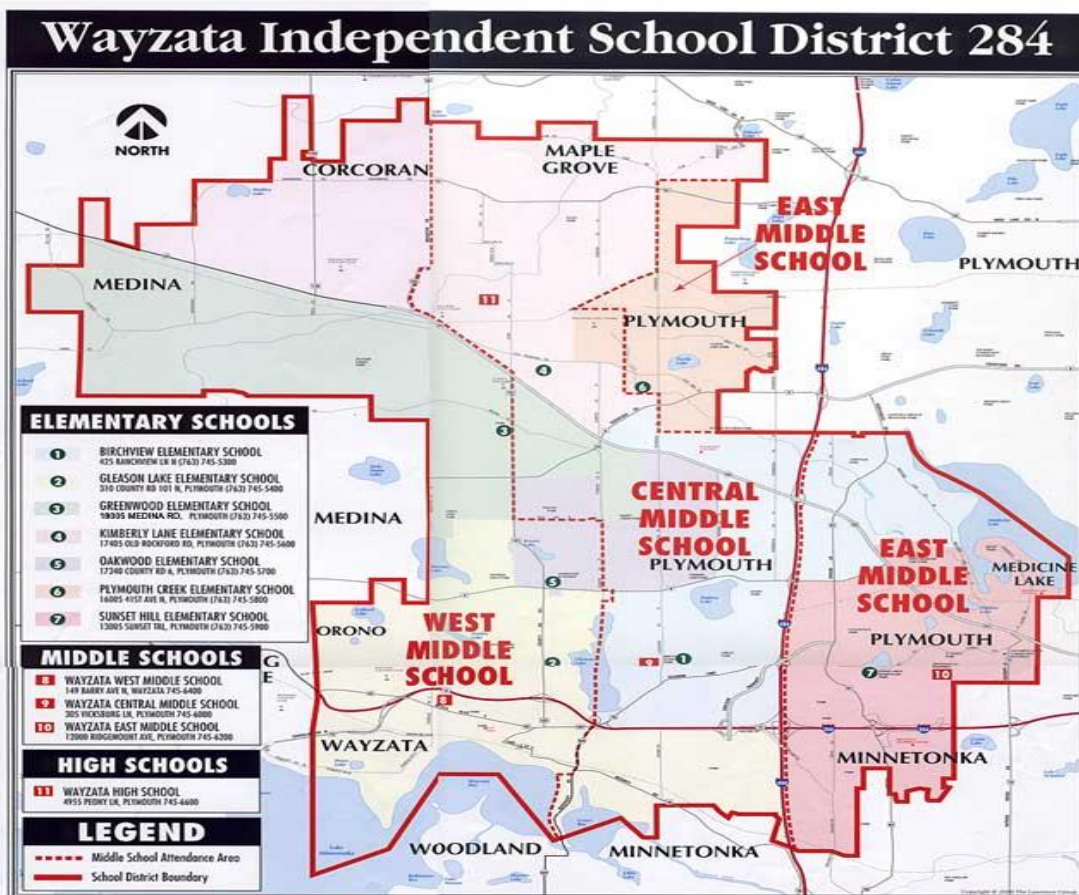
1. The geographic area and population to be served

Part A. Geographic Area to be Served, Population and Enrollment

Wayzata Independent School District No. 284 is located 10 miles west of Minneapolis and spans a geographic area of 38 square miles. The School District serves all or portions of eight west suburban municipalities, including Corcoran, Maple Grove, Medicine Lake, Medina, Minnetonka, Orono, Plymouth and Wayzata. The estimated population of the Wayzata School District continues to grow and currently is approaching 60,000.

Population information provided by the Metropolitan Council affirmed that the City of Plymouth is the largest municipality in the district both for population and landmass. It will continue to be a growing community.

There is significant, confirming evidence based on actual building permits, local projections, regional projections and Metropolitan Council projections that further development will continue in Wayzata School District. District enrollment is expected to see slow steady growth adding students annually for approximately 2,678 additional students over the next 10 years. Current projections show more than 1000 new single family homes planned within the next three years.





1. The geographic area and population to be served (Continued)

Part B. Enrollment Projections

The Wayzata School District projected enrollment for the 2013-2014 school years is 10,673 students and is expected grow to 12022 students by 2018 - 2019. Neighboring districts include Minnetonka, Robbinsdale, Hopkins, Orono, and Osseo. The following chart tracks enrollment and enrollment projections for the district.

Enrollment History and Projections through 2018

Year	Actual 2008- 09	Actual 2009- 10	Actual 2010- 11	Actual 2011- 12	Actual 2012- 13	Current 2013-14	Projected 2014-15	Projected 2015-16	Projected 2016-17	Projected 2017-18	Projected 2018-19
Kdgn	646	715	741	620	694	667	795	795	817	814	827
Grade 1	672	740	791	816	719	799	759	831	831	854	851
Grade 2	760	708	760	835	829	745	835	793	869	869	893
Grade 3	791	780	738	764	853	860	774	870	827	906	906
Grade 4	758	796	805	772	788	904	900	810	914	869	952
Grade 5	744	781	805	818	786	804	927	923	830	938	892
Grade 6	772	796	812	856	858	834	846	979	974	876	993
Grade 7	796	793	808	839	879	892	864	875	1,014	1,008	907
Grade 8	818	797	800	802	852	896	909	881	891	1,034	1,028
Grade 9	846	855	812	826	807	879	917	931	901	911	1,058
Grade 10	856	816	834	807	812	816	880	918	932	903	913
Grade 11	789	841	796	837	796	820	814	878	916	930	900
Grade 12	763	754	812	744	783	758	796	790	851	887	900
Served	10,011	10,172	10,314	10,336	10,456	10,673	11,016	11,274	11,568	11,800	12,022
Tuitioned Out	185	202	197	207	201	205	210	215	220	225	225
Total	10,196	10,374	10,511	10,543	10,657	10,878	11,226	11,489	11,788	12,025	12,247



2. *A list of existing school facilities*
 - a. *by year constructed,*
 - b. *their uses, and*
 - c. *an assessment of the extent to which alternate facilities are available within the school district boundaries and in adjacent school districts.*

Description of Existing Facilities/Utilization

Birchview Elementary Year Constructed - 1969 (Add. – 1995) Square Footage – 59,720 S. F. School Site Size – 14 acres Levels – One (1)	Wayzata High School Year Constructed - 1997 Square Footage – 487,000 S. F. School Site Size – 163 acres Levels – Four (4)
Gleason Lake Elementary Year Constructed - 1988 Square Footage – 80,710 S. F. School Site Size – 22 acres *includes Administration Building Levels – Two (2)	Central Middle Year Constructed - 1960 (Additions in 1962, 1964, 1968, 1973, 1989) Square Footage – 308,568 S. F. School Site Size – 65 acres Levels – Two (2)
Greenwood Elementary Year Constructed - 1964 (Additions in 1964, 1986, 1989, 199, 2000 and 2013) Square Footage – 88,163 S. F. School Site Size – 29 acres Levels – One (1)	East Middle Year Constructed - 1967 (Additions in 1980) Square Footage – 146,111 S. F. School Site Size – 40 acres Levels – Two (2)
Kimberly Lane Elementary Year Constructed - 1991 Square Footage – 83,000 S. F. School Site Size – 21 acres Levels – One (1)	West Middle Year Constructed - 1949 (Additions in 1968 and 1989) Square Footage – 167,000 S. F. School Site Size – 35.5 acres Levels – Two (2)
Oakwood Elementary Year Constructed - 1957 (Additions in 1992 and 2013) Square Footage – 79,344 S. F. School Site Size – 40 acres *includes Central Service Facility Levels – One (1)	Administration Building Year Constructed - 1969 Square Footage – 8,600 S. F. School Site Size – *See Gleason Lake Levels – One (1)
Plymouth Creek Elementary Year Constructed - 1988 Square Footage – 80,786 S. F. School Site Size – 19.5 acres Levels – One (1)	Central Services Facility Year Constructed - 1983 Square Footage – 21, 205 S. F. School Site Size- *See Oakwood Levels – One (1)
Sunset Hill Elementary Year Constructed -1963 (Additions in 1989 and 2013) Square Footage – 72,545 S. F. School Site Size – 20.3 acres Levels – One (1)	

The Wayzata School District is currently operating seven (7) active elementary school facilities, three (3) middle school facilities, and one (1) high school building. There are 11 school-building sites within the Wayzata School District with a variety of construction dates. There is also a Central Services Facility and an Administration Facility



Available Alternate Facilities

None of the proposed projects include expansion or reorganization of any existing educational spaces (the projects are entirely focused on deferred maintenance type of work). As such, no alternate facilities were explored as the quantity of spaces being utilized by the District remains unchanged

3. A list of the specific deficiencies of the facility

- a. demonstrating the need for a new or renovated facility will provide to
 - i. the students,
 - ii. the teachers, and
 - iii. the community users served by the facility.

Specific Deficiencies of the Facility

Demonstrated Need for a [New] or [Renovated] Facility to be provided

In the spring of 2010, District 284 retained consultants to perform a facility analysis and assessment in order to understand the needs and the facility conditions at all of the district buildings with significant deferred maintenance.

This facility conditions assessment was used to develop the District's Two Year Alternative Facilities Plan and Ten Year Facilities Maintenance Plan. The following is a brief partial summary of the some of the current deferred maintenance deficiencies within the various facilities. The complete summary of the projects is included in Section 7f of this submittal, and reflect the most urgent deferred maintenance deficiencies throughout the District. These projects are proposed to be completed during the summer of 2014 and 2015.

Brief Summary of Facility Deficiencies

Building/ Facility	Deficiencies
District Administration Building	Boiler replacement, Exterior window and doors, Flooring material and Lighting.
Central Middle School	Boiler and steam coil replacement, electrical switch gear replacement, chiller equipment replacement Window sealant and sills, flooring material, painting, door and hardware , pavement reconstruction, and elevator replacement.
Birchveiw Elementary School	Boiler replacement, Air Handling systems replacement, staff restroom ADA compliance work, painting, flooring replacement, Pavement rehabilitation, interior door and hardware replacement.
District Central Services Building	IAQ conditions in the four warehouse offices. Pavement rehabilitation, masonry wall re-pointing and replacement of doors and windows.
East Middle School	Boiler system replacement, roof system replacement, interior painting, pavement rehabilitation, replacement of deteriorated tack boards.
Gleason Lake Elementary School	Flooring material, pavement repairs/ replacement, painting, replacement of classroom cabinets, replacement of deteriorated plumbing fixture s and addressing accessibility in public restrooms,



	replacement of delaminating translucent skylights.
Greenwood Elementary School	Replacement of deteriorated classroom ventilation systems, painting, replacement of BAS system.
Kimberly Lane Elementary School	Flooring material in 4 classrooms, painting, replacement of BAS system.
Oakwood Elementary School	Replacement of building ventilation system, Interior door and hardware replacement. Pavement rehabilitation in the south lot, painting.
Plymouth Creek Elementary School	Classroom flooring material replacement, painting, interior door and hardware replacement, replacement of gym floor.
Sunset Hill Elementary School	Replacement of ventilation systems, masonry restoration and windows and door replacement, flooring material replacement, painting, and lighting.
Wayzata High School	Flooring material replacement, painting, toilet partition replacement, building automation system, roof replacement, water main piping replacement, and exterior finish system repair/ replacement and parking lot pavement replacement.
West Middle School	Masonry rehabilitation, replacement of portions of the classroom flooring, ceilings, casework and painting. Correcting water infiltration around the pool, exterior pavement and concrete replacement.

Specific Benefits that the Project Will Provide

At the completion of these proposed projects, the benefits that will be provided to the District students, community, and staff will include:

- Maintaining acceptable facility conditions in support of the educational mission and needs of the School District in a geographically appropriate location, as related to student demographics now and into the future.



4. ***The relationship of the project to any priorities established by***
- a. *the school district,*
 - b. *educational cooperatives that provide support services, or*
 - c. *other public bodies in the service area.*

School District Priorities

Educational Cooperatives that Provide Support Services

The District has a long history of cooperating with its neighboring districts to expand opportunities to area learners. District 284 is currently a member of the West Metro Education Program, a multi-district educational cooperative organization. In addition, Intermediate School District 287 uses the District's facilities to the extent they are available.

Other Public Bodies in the Service Area

The District has a long history of cooperating with the cities within its boundaries. The District will continue to provide buildings for the community and cities to use to the extent they are available.

5. ***Transit Connectivity Between School and Community***

Transit and connectivity between school and community will not be affected as a result of the implementation of the proposed deferred maintenance projects.

6. ***A specification of how the project will***
- a. *increase community use of the facility, and*
 - b. *increase collaboration with other governmental or nonprofit entities.*

6a. How the Project Will Increase Community Use of the Facility

The existing facilities currently used by the surrounding communities will not change as a result of implementing the deferred maintenance projects.

6b. Increase Collaboration with Other Governmental or Non-Profit Entities

The proposed deferred maintenance projects will not change the School District's current collaboration between the cities, community, and non-profit entities through access to their facilities to the extent that they are available.



7. A narrative description of the project, including

- a. the specification of site and outdoor space acreage as provided in the Guide for Planning School Construction Projects in Minnesota. Only usable acreage should be included,
- b. square footage allocations for new and converted classrooms, labs and support spaces,
- c. a floor plan of the project, if applicable,
- d. **estimated expenditures in reasonable detail for the project, and**
- e. the dates the project will begin and be completed,
- f. projects to be funded under health and safety and/or alternative facility levy and bonding must include a spreadsheet with detail project component descriptions and cost estimates.

7.a Site and outdoor space acreage:

- The proposed projects do not modify the site acreage of any of the existing sites. As such, the acreage shown as part of Section 2 of this Review and Comment will remain unchanged.

7.b. Square footage allocations

- The proposed projects do not change or reconfigure any spaces in the existing buildings. As such, these projects do not have any new or converted classroom, lab or support spaces.

7.c Proposed Scope of Work Diagram

- A diagram is not believed to be applicable for this Review and Comment.

7.d Project Budget Analysis

Alternative Facilities Deferred Maintenance Projects:

	FY 15	FY 16
Construction	\$ 11,941,600	\$11,026,000
Fees, Testing, Printing, Bonding , Legal	<u>\$ 2,985,400</u>	<u>\$ 2,756,500</u>
Total Project	\$ 14,927,000	\$13,782,500

District Capital Projects:

	FY 15	FY 16
Construction	\$ 400,000	\$ 400,000
Fees, Testing, Printing, Bonding , Legal	<u>\$ 60,000</u>	<u>\$ 60,000</u>
Total Project	\$ 460,000	\$ 460,000

7.e Project Schedule Analysis

- The proposed projects will commence solicitation of bids in the late winter early spring of 2013-14 after the legal publication of the Review and Comment. Substantial Completion for FY 2015 work is scheduled for August 2014 prior to the start of the 2014/2015 school year. Substantial Completion for FY 2016 work is scheduled for August 2015 prior to the start of the 2015/2016 school year
- **Dates the Project will Begin and Be Completed**

Project Schedule FY 15

Review and Comment Submittal to MDE	October 2013
Review and Comment MDE Review	October 2013 – January 2014
Project Construction Documents Preparation	October 2013 – January 2014
Project Construction Documents Issue	February 2014
Project Construction	June, 2014 – August 20, 2014
Final Project Completion	Fall 2014

Project Schedule FY 16

Project Construction	June 2015 – August 2015
Final Completion	Fall 2015



Wayzata Public Schools – ISD #284
Review and Comment Submittal
DRAFT October 8, 2013



7. A narrative description of the project, including (Continued)

7.f projects to be funded under health and safety and/or alternative facility levy and bonding must include a spreadsheet with detail project component descriptions and cost estimates.

FY	Crs Code	Project Description	Site Num	Building Description	MDE Project Status	Funding Source	Alternate Facilities FY 15	Alternate Facilities FY 16	Totals per Building
2015	417	Replace the deteriorated carpeted gym floor surface installed in 1988.	404	Birchview	E	B	\$125,000	\$0	
2015	425	Replacement approximately 10,250 SF of the gym / café roof area installed in 1989 and beyond its useful life.	404	Birchview	E	B	\$225,000	\$0	
2015	446	Replace deteriorated acoustical panels in the 2nd and 3rd grade pods. These are original to the building (1973) and need replacing.	404	Birchview	E	B	\$100,000	\$0	
2015	414	The existing exterior windows and doors are in poor condition and require replacement. These are original to the building and beyond their useful life. In addition, the building needs tuck pointing and masonry restoration.	404	Birchview	E	B	\$360,000	\$0	
2015	511	Replace existing electrical switch gear panel and conductors due to deterioration. This is a "like for like" replacement and not an expansion in capacity.	404	Birchview	N	B	\$140,000	\$0	
2015	516	Replacement of approximately 3,000 SF of deteriorated flooring material.	404	Birchview	N	B	\$5,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	404	Birchview	N	B	\$5,000	\$0	
2015	522	Pavement Rehabilitation East Lot	404	Birchview	N	B	\$30,000	\$0	
2015	524	Plumbing components replacement	404	Birchview	N	B	\$5,000	\$0	
2015	602	Professional Services fees associated with the replacement of six of the building's rooftop air handling units which are in very poor condition	404	Birchview	N	B	\$35,000	\$0	
2015	605	Professional Services fees associated with the replacement of two of the existing building boilers due to deterioration.	404	Birchview	N	B	\$21,000	\$0	
2015	624	Professional Services fees associated with providing ADA compliance in the building original staff bathrooms.	404	Birchview	N	B	\$10,000	\$0	
				Birchview Total					\$1,061,000



2015	405	The existing boilers are original to the building, (1960), and require replacement due to deterioration. Replace the boilers and associated steam piping.	253	Central Middle School	E	B	\$1,400,000	\$0	
2015	411	Replace main switch gear transformers and conductors due to deterioration. In addition they are beyond their useful life expectancy of 20 years and locating replacement parts is difficult. This is a "like for like" replacement and not an expansion in capacity.	253	Central Middle School	E	B	\$184,000	\$0	
2015	417	Replace the deteriorated small gym synthetic/ linoleum floor material installed in 1973	253	Central Middle School	E	B	\$125,000	\$0	
2015	501	Replace deteriorated 1997 Carrier Chiller which serves the office, cafe and west corridor rooms	253	Central Middle School	N	B	\$330,000	\$0	
2015	502	Replace deteriorated steam coils and associated components in 20 air handlers and terminal units. (1960's and 70's vintage)	253	Central Middle School	N	B	\$460,000	\$0	
2015	509	Concrete sidewalk replacement	253	Central Middle School	N	B	\$30,000	\$0	
2015	515	Fencing Replacement--athletic fields	253	Central Middle School	N	B	\$25,000	\$0	
2015	516	Replace deteriorated floor material, installed in 1989, in the 10 rooms	253	Central Middle School	N	B	\$30,000	\$0	
2015	519	Interior door & hardware replacement, Classrooms 1980's	253	Central Middle School	N	B	\$25,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	253	Central Middle School	N	B	\$10,000	\$0	
2015	522	Pavement Rehabilitation Fire Lane	253	Central Middle School	N	B	\$95,000	\$0	
2015	524	Plumbing components replacement	253	Central Middle School	N	B	\$10,000	\$0	
2015	540	ADA compliant bathrooms in Locker rooms original 1960's	253	Central Middle School	N	B	\$140,000	\$0	
2015	541	Locker Replacement in Locker Rms various vintage lockers	253	Central Middle School	N	B	\$185,000	\$0	
				Central Middle School Total					\$3,049,000
2015	541	Professional Services fees associated with the replacement of the deteriorated Ice Arena Chillers.	253	Central Sports Complex	N	B	\$25,000	\$0	
				Central Sports Complex Total					\$25,000



2015	516	Replacement of approximately 3,000 SF of deteriorated flooring material.	005	Dist Administration Building	N	B	\$5,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	018	Dist Administration Building	N	B	\$2,000	\$0	
2015	605	Professional Services fees associated with the replacement of one of the building boilers due to deterioration.	005	Dist Administration Building	N	B	\$10,000	\$0	
2015	614	Professional Services fees associated with the building masonry restoration, tuck pointing, brick replacement, and the replacement of the original 1969 exterior doors and windows.	005	Dist Administration Building	N	B	\$25,000	\$0	
				Dist Administration Building Total					\$42,000
2015	425	Replace the West wing and west central core of existing roof system, area "A" consisting of 50,000 SF that was installed in 1988 and.	352	East Middle School	E	B	\$700,000	\$0	
2015	516	Flooring Replacement	352	East Middle School	N	B	\$5,000	\$0	
2015	519	Interior door & hardware replacement	352	East Middle School	N	B	\$5,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	352	East Middle School	N	B	\$5,000	\$0	
2015	522	Pavement Rehabilitation East Lot	352	East Middle School	N	B	\$240,000	\$0	
2015	524	Pool Piping Replaced	352	East Middle School	N	B	\$50,000	\$0	
2015	544	Replace deteriorated 1960's tack boards which are becoming hard and unusable	352	East Middle School	N	B	\$75,000	\$0	
2015	605	Professional Services fees associated with the Replacement of two of the buildings deteriorated boilers .	352	East Middle School	N	B	\$50,000	\$0	
				East Middle School Total					\$1,130,000
2015	516	Replace deteriorated floor material, installed in 1989, in the 3 rooms	411	Gleason Lake	N	B	\$10,000	\$0	
2015	519	Interior door & hardware replacement	411	Gleason Lake	N	B	\$5,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond it's useful life expectancy of 7-10 years and is showing signs of	411	Gleason Lake	N	B	\$5,000	\$0	



		deterioration.							
2015	522	Repair and overlay deteriorated fire lane / bus loop	411	Gleason Lake	N	B	\$95,000	\$0	
2015	614	Professional Services fees associated with the replacement of the deteriorated translucent panel system located on the existing roof.	411	Gleason Lake	N	B	\$50,000	\$0	
2015	624	Professional Services fees associated with the Replace the deteriorated toilet fixtures, toilet stalls, and provide for handicap accessibility in eight public restrooms 1989	411	Gleason Lake	N	B	\$75,000	\$0	
2015	417	Replace the deteriorated carpeted gym floor surface installed in 1989.	411	Gleason Lake	E	B	\$150,000	\$0	
2015	441	Replace and provide ADA compliant restrooms, Scope includes replacing fixtures and the toilet stalls.	411	Gleason Lake	E	B	\$50,000	\$0	
2015	442	Replace the deteriorated / damaged skylights.	411	Gleason Lake	E	B	\$75,000	\$0	
2015	624	Professional Services fees associated with the replacement of classroom components, casework, counters, sinks faucets, etc.	411	Gleason Lake	N	B	\$40,000	\$0	
				Gleason Lake Total					\$555,000
2015	516	Replace deteriorated floor material, installed in 1989, in the 3 rooms	406	Greenwood	N	B	\$10,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	406	Greenwood	N	B	\$5,000	\$0	
2015	522	Pavement Rehabilitation north west lot	406	Greenwood	N	B	\$95,000	\$0	
2015	406	Replace deteriorated classroom built in casework, installed in 1964, due to deteriorated condition.	406	Greenwood	E	B	\$50,000	\$0	
2015	414	Exterior Tuck pointing and masonry repair. Partial, west and south elevations in FY 14, East, north & courtyards in FY 15	406	Greenwood	E	B	\$150,000	\$0	
2015	414	Replace the deteriorated windows that are original to the building (1964). Partial, west and south elevations FY 14, east elev. and courtyards in FY 15.	406	Greenwood	E	B	\$250,000	\$0	
				Greenwood Total					\$560,000



2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	412	Kimberly Lane	N	B	\$5,000	\$0	
2015	524	Plumbing components replacement	412	Kimberly Lane	N	B	\$5,000	\$0	
2015	530	Replace stand pipes and valves for water main shut off at hydrant and in main lot due to deterioration.	412	Kimberly Lane	N	B	\$10,000	\$0	
				Kimberly Lane Total					\$20,000
2015	402	Replace deteriorated existing HVAC air handling units, installed in 1958. This is a one for one replacement of the units deferred to fy 15	407	Oakwood	E	B	\$1,350,000	\$0	
2015	501	Classroom dehumidification for IAQ improvement	407	Oakwood	N	B	\$950,000	\$0	
2015	505	Replace 1957 steam boiler and associated piping fittings and terminal units .	407	Oakwood	N	B	\$925,000	\$0	
2015	506	Replace 1980's cabinets in K Rooms	407	Oakwood	N	B	\$15,000	\$0	
2015	511	Replace transformers and switch gear and conductor (original 1950's)	407	Oakwood	N	B	\$280,000	\$0	
2015	516	Flooring Replacement	407	Oakwood	N	B	\$5,000	\$0	
2015	517	Replace deteriorated synthetic gym floor installed in 1999. Poured floor is delaminating.	407	Oakwood	N	B	\$140,000	\$0	
2015	519	Replace deteriorated interior door & hardware.	407	Oakwood	N	B	\$10,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	407	Oakwood	N	B	\$5,000	\$0	
2015	524	Replace deteriorated toilet fixtures, sinks and faucets and make ADA compliant 12 restrooms in classrooms, 1980's?	407	Oakwood	N	B	\$325,000	\$0	
2015	524	Replace original 1950's domestic plumbing sinks and faucets	407	Oakwood	N	B	\$700,000	\$0	
				Oakwood Total					\$4,705,000
2015	503	Replace deteriorated, rusted out bathroom partitions from 1989 in six public restrooms	410	Plymouth Creek	N	B	\$20,000	\$0	
2015	516	Replace deteriorated floor material, installed in 1989, in the 8 rooms	410	Plymouth Creek	N	B	\$25,000	\$0	
2015	519	Replacement of deteriorated interior door & hardware.	410	Plymouth Creek	N	B	\$15,000	\$0	



2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	410	Plymouth Creek	N	B	\$5,000	\$0	
2015	522	Replacement of deteriorated pavement areas in the school fire lane.	410	Plymouth Creek	N	B	\$25,000	\$0	
2015	524	Replace deteriorated plumbing fixtures in six public restrooms. Fixtures are from 1989.	410	Plymouth Creek	N	B	\$20,000	\$0	
2015	417	Replace deteriorated carpeted gym floor material installed in 1989.	410	Plymouth Creek	E	B	\$140,000	\$0	
2015	514	Replace the existing original north facing doors that are in deteriorated condition, i.e., rusted out at the bottoms due to salt use on the sidewalks.	410	Plymouth Creek	N	B	\$30,000	\$0	
				Plymouth Creek Total					\$280,000
2015	514	Masonry restoration, tuck pointing, brick replacement, exterior door and original window replacement from 1969	408	Sunset Hill	N	B	\$450,000	\$0	
2015	515	Replace deteriorated fencing along the existing playfields.	408	Sunset Hill	N	B	\$50,000	\$0	
2015	516	Replacement of approximately 3000sf of deteriorated flooring material in the classroom areas.	408	Sunset Hill	N	B	\$5,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	408	Sunset Hill	N	B	\$5,000	\$0	
2015	601	Professional Services fees associated with the Professional Services fees associated with the Classroom dehumidification	408	Sunset Hill	N	B	\$100,000	\$0	
2015	602	Professional Services fees associated with the Replace unit ventilators w/VUV's or AHU's	408	Sunset Hill			\$75,000	\$0	
2015	607	Professional Services fees associated with the Replacement of deteriorated and stained ceiling tile in 1960's portion of the building	408	Sunset Hill	N	B	\$20,000	\$0	
				Sunset Hill Total					\$705,000
2015	504	Replace 1997 Bldg auto systems (BAS) ME and SE panel replacement in the A, B, C sections of the building.	251	Wayzata High School	N	B	\$250,000	\$0	
2015	509	Concrete sidewalk replacement north side of building	251	Wayzata High School	N	B	\$20,000	\$0	



2015	514	The existing Exterior Insulation Finish System installed originally on the building is deteriorating and discoloring, on the North elevations of the building. Moss and algae are growing on the walls jeopardizing the water proof integrity of the system. Continue the work started in FY 13 with work on Auditorium, Gym areas and building sections/areas D, E, F & G.	251	Wayzata High School	N	B	\$750,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	251	Wayzata High School	N	B	\$20,000	\$0	
2015	522	Replace deteriorated asphalt parking lot and drive aisle bus corral and main entrance lots.	251	Wayzata High School	N	B	\$475,000	\$0	
2015	524	Replacement of deteriorated plumbing components in various areas of the building.	251	Wayzata High School	N	B	\$15,000	\$0	
2015	524	Replace the deteriorated and failing domestic water lines main runs, for the boiler room to the academic classroom towers.	251	Wayzata High School	N	B	\$180,000	\$0	
2015	525	Roof Replacement B tower 1996	251	Wayzata High School	N	B	\$225,000	\$0	
2015	542	Replace the synthetic track surface due to deteriorated condition originally installed in 1999.	251	Wayzata High School	N	B	\$250,000	\$0	
2015	601	Professional Services fees associated with the Replacement of two deteriorated original 500 ton York chillers, pumps and cooling towers.	251	Wayzata High School	N	B	\$75,000	\$0	
				Wayzata High School Total					\$2,260,000
2015	407	In the upper level south west wing classrooms : replace the deteriorated ceiling system installed in 1958	351	West Middle School	E	B	\$140,000	\$0	
2015	419	In the upper level south west wing classrooms: replace the deteriorated classroom doors and hardware installed in 1958.	351	West Middle School	E	B	\$100,000	\$0	
2015	509	Replace deteriorated exterior concrete steps and railing system that provides access from the lower parking lot to the main school entrance.	351	West Middle School	N	B	\$20,000	\$0	
2015	514	Replace the deteriorated exterior waterproof material along the west and north walls of the lower level pool mechanical room. The district has been cited by the health inspector due to the constantly wet condition of the floor.	351	West Middle School	N	B	\$75,000	\$0	



2015	519	Replace the deteriorated original interior 1950's vintage closet doors and hardware.	351	West Middle School	N	B	\$20,000	\$0	
2015	521	Repaint some of the existing worn wall surfaces. The wall paint is beyond it's useful life expectancy of 7-10 years and is showing signs of deterioration.	351	West Middle School	N	B	\$25,000	\$0	
2015	522	Repair/replace the deteriorated south east parking lot pavement.	351	West Middle School	N	B	\$125,000	\$0	
2015	524	Plumbing components replacement	351	West Middle School	N	B	\$10,000	\$0	
2015	614	Professional Services fees associated with the masonry restoration, tuck pointing, brick replacement, and the replacement of the original 1980 exterior doors and windows.	351	West Middle School	N	B	\$35,000	\$0	
2015	626	Professional design fees and analysis associated with the replacement of the 1950 sanitary sewer main line due to deterioration.	351	West Middle School	N	B	\$10,000	\$0	
				West Middle School Total					\$560,000
		Estimated Project Cost Total Fiscal Year 2015							\$14,927,000
2016	602	Replacement of six existing rooftop units which are in very poor condition.	404	Birchview	N	B	\$0	\$818,000	
2016	605	Replacement of two of the building boilers due to deterioration.	404	Birchview	N	B	\$0	\$300,000	
2016	609	Concrete replacement-front entrance plaza	404	Birchview	N	B	\$0	\$40,000	
2016	616	Flooring Replacement one classroom pod	404	Birchview	N	B	\$0	\$20,000	
2016	619	Interior door & hardware replacement	404	Birchview	N	B	\$0	\$15,000	
2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	404	Birchview	N	B	\$0	\$5,000	
2016	624	Project to provide ADA compliance with in the building original staff bathrooms for	404	Birchview	N	B	\$0	\$125,000	
2016	709	Professional design fees for the project that includes the replacement of deteriorated classroom casework, flooring material, ceilings/ finishes.	404	Birchview			\$0	\$35,000	
				Birchview Total					\$1,358,000
2016	619	Interior door & hardware replacement	253	Central Middle School	N	B	\$0	\$15,000	



2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	253	Central Middle School	N	B	\$0	\$5,000	
2016	622	Pavement Rehabilitation repair mil overlay far west lot	253	Central Middle School	N	B	\$0	\$40,000	
2016	640	Replace 1980 deteriorated elevator in B wing	253	Central Middle School	N	B	\$0	\$400,000	
				Central Middle School Total					\$460,000
2016	614	Masonry restoration-walls, windows & doors 1983	005	Central Services Facility	N	B	\$0	\$27,000	
2016	622	Pavement rehabilitation, seal coat	018	Central Services Facility	N	B	\$0	\$15,000	
				Central Services Facility Total					\$42,000
2016	541	Professional Services fees associated with the replacement of the deteriorated Ice Arena Chillers.	253	Central Sports Complex	N	B		\$25,000	
				Central Sports Complex Total					\$25,000
2016	605	Replacement of one of the building boilers due to deterioration.	005	Dist Administration Building	N	B	\$0	\$100,000	
2016	614	Masonry restoration, tuck pointing, brick replacement, and the replacement of the original 1969 exterior doors and windows.	005	Dist Administration Building	N	B	\$0	\$375,000	
2016	621	Painting interior deteriorated surfaces.	018	Dist Administration Building	N	B	\$0	\$3,000	
				Dist Administration Building Total					\$478,000
2016	605	Replace two of the buildings deteriorated boilers	352	East Middle School	N	B	\$0	\$900,000	
2016	619	Interior door & hardware replacement	352	East Middle School	N	B	\$0	\$5,000	
2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	352	East Middle School	N	B	\$0	\$5,000	
2016	622	Replace the deteriorated fire lane around the east and north sides of the building	352	East Middle School	N	B	\$0	\$50,000	



2016	622	Replace the deteriorated long jump runway and landing pit	352	East Middle School	N	B	\$0	\$7,500	
2016	625	Roof Replacement partial, east wing and east central core including gym and pool 1988	352	East Middle School	N	B	\$0	\$700,000	
2016	716	Professional design fees for the project that includes the replacement of deteriorated classroom flooring material.	352	East Middle School			\$0	\$25,000	
				East Middle School Total					\$1,692,500
2016	608	Replace classroom components, cabinets, counters, sinks, faucets, etc.	411	Gleason Lake	N	B	\$0	\$450,000	
2016	614	Replacement of the deteriorated translucent panel system located on the existing roof.	411	Gleason Lake	N	B	\$0	\$400,000	
2016	619	Interior door & hardware replacement	411	Gleason Lake	N	B	\$0	\$5,000	
2016	620	Operable walls replacement- classrooms, cafeteria	411	Gleason Lake	N	B	\$0	\$300,000	
2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	411	Gleason Lake	N	B	\$0	\$5,000	
2016	624	Replace the deteriorated toilet fixtures, toilet stalls, and provide for handicap accessibility in eight public restrooms 1989	411	Gleason Lake	N	B	\$0	\$600,000	
2016	629	Replace pumps & assoc components on hydronic loop	411	Gleason Lake	N	B	\$0	\$15,000	
				Gleason Lake Total					\$1,775,000
2016	616	Flooring Replacement two classrooms	406	Greenwood	N	B	\$0	\$10,000	
2016	621	Painting classroom and corridor walls throughout the 1960s portion of the building	406	Greenwood	N	B	\$0	\$5,000	
2016	701	Professional design fees associated with the classroom ventilation system replacement and dehumidification.	406	Greenwood		L	\$0	\$100,000	
2016	702	Replace deteriorated classroom ventilation systems phase 1 FY16 portion of the entire project completed in FY17	406	Greenwood			\$0	\$75,000	
2016	704	Professional design fees associated with the replacement of deteriorated mechanical systems building automation control system modules.	406	Greenwood			\$0	\$20,000	
2016	707	Professional design fees associated with the replacement of deteriorated and stained ceiling tile in 1960's portion of the building	406	Greenwood	N	B	\$0	\$15,000	



				Greenwood Total					\$225,000
2016	604	Bldg auto systems (BAS) module replacement	412	Kimberly Lane	N	B	\$0	\$300,000	
2016	616	Flooring Replacement four classrooms	412	Kimberly Lane	N	B	\$0	\$20,000	
2016	621	Painting	412	Kimberly Lane	N	B	\$0	\$5,000	
				Kimberly Lane Total					\$325,000
2016	616	Flooring Replacement four classrooms	407	Oakwood	N	B	\$0	\$20,000	
2016	619	Interior door & hardware replacement	407	Oakwood	N	B	\$0	\$15,000	
2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	407	Oakwood	N	B	\$0	\$5,000	
2016	622	Pavement Rehabilitation south lot	407	Oakwood	N	B	\$0	\$80,000	
				Oakwood Total					\$120,000
2016	604	Bldg auto systems (BAS) module replacement	410	Plymouth Creek	N	B	\$0	\$300,000	
2016	609	Concrete sidewalk replacement	410	Plymouth Creek	N	B	\$0	\$20,000	
2016	614	Replace deteriorated Sky Lights at atrium locations 1989	410	Plymouth Creek	N	B	\$0	\$150,000	
2016	619	Interior door & hardware replacement	410	Plymouth Creek	N	B	\$0	\$15,000	
2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	410	Plymouth Creek	N	B	\$0	\$5,000	
2016	720	Professional design fees associated with the replacement of the classroom operable walls.	410	Plymouth Creek			\$0	\$20,000	
				Plymouth Creek Total					\$510,000
2016	601	Classroom dehumidification	408	Sunset Hill	N	B	\$0	\$1,400,000	
2016	602	Replace unit ventilators w/VUV's or AHU's	408	Sunset Hill			\$0	\$1,380,000	
2016	607	Replace deteriorated and stained ceiling tile in 1960's portion of the building	408	Sunset Hill	N	B	\$0	\$275,000	
2016	616	Flooring Replacement two classrooms	408	Sunset Hill	N	B	\$0	\$10,000	
2016	619	Interior door & hardware replacement	408	Sunset Hill	N	B	\$0	\$15,000	
2016	621	Painting classroom and corridor walls through out the 1960s portion of the building	408	Sunset Hill	N	B	\$0	\$100,000	



2016	624	Replace the deteriorated toilet fixtures, toilet stalls, and provide for handicap accessibility in six public restrooms 1980's	408	Sunset Hill	N	B	\$0	\$300,000	
2016	706	Professional design fees associated with the replacement of the classroom cabinetry due to delaminating, deteriorating original to building 1960's	408	Sunset Hill	N	B	\$0	\$20,000	
2016	721	Professional design fees associated with the repainting of deteriorated surfaces.	408	Sunset Hill			\$0	\$10,000	
2016	721	Professional design fees associated with the repairing deteriorated pavement surfaces.	408	Sunset Hill			\$0	\$10,000	
				Sunset Hill Total					\$3,520,000
2016	601	Replace two deteriorated original 500 ton York chillers, pumps and cooling towers.	251	Wayzata High School	N	B	\$0	\$1,000,000	
2016	616	Flooring Replacement 2nd floor A & C tower classrooms	251	Wayzata High School	N	B	\$0	\$100,000	
2016	619	Replace deteriorated interior door & hardware	251	Wayzata High School	N	B	\$0	\$20,000	
2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	251	Wayzata High School	N	B	\$0	\$20,000	
2016	622	Pavement Rehabilitation (academic lot)	251	Wayzata High School	N	B	\$0	\$650,000	
2016	625	Roof Replacement	251	Wayzata High School	N	B	\$0	\$150,000	
2016	704	Professional design fees associated with the Building Automation System replacement in Areas D,E,F,G,H	251	Wayzata High School			\$0	\$30,000	
				Wayzata High School Total					\$1,970,000
2016	614	Masonry restoration, tuckpointing, brick replacement, and the replacement of the original 1980 exterior doors and windows.	351	West Middle School	N	B	\$0	\$472,000	
2016	616	Flooring Replacement four classrooms	351	West Middle School	N	B	\$0	\$20,000	
2016	619	Interior door & hardware replacement	351	West Middle School	N	B	\$0	\$10,000	
2016	621	Repaint some of the existing worn wall surfaces. The wall paint is beyond its useful life expectancy of 7-10 years and is showing signs of deterioration.	351	West Middle School	N	B	\$0	\$5,000	
2016	622	Pavement Rehabilitation at circle drive	351	West Middle School	N	B	\$0	\$50,000	



2016	626	Replace 1950 sanitary sewer run from the building to city sewer. Video analysis of the existing original pipe shows that the pipe is deteriorated and is failing.	351	West Middle School	N	B	\$0	\$125,000	
2016	642	ADA compliant bathrooms in Locker rooms original 1950's	351	West Middle School	N	B	\$0	\$400,000	
2016	643	Replace deteriorated lockers in the boys and girls Locker Rms (1970's?)	351	West Middle School	N	B	\$0	\$200,000	
				West Middle School Total					\$1,282,000
		Estimated Project Cost Total Fiscal Year 2016							\$13,782,500



8. The source(s) of financing the project;

- a. if multiple sources of funding are to be used, provide all components of the financing plan,
- b. the scheduled date and required notice for a bond issue or school board action,
- c. a schedule of bond payments, including estimated debt service equalization aid,
- d. the sources and uses of funds report
- e. the effect of a bond issue (or lease levy) on local property taxes by the property class and valuation,
- f. total project cost must include:
 - i. total construction cost, and
 - ii. bond issuance/financing costs (if applicable), and
- g. other financing information as required:
 - i. Health and Safety and Alternative Facilities Bonding and Levy funded projects should be described in sufficient detail to allow cross-walking between the review and comment, the health and safety and the alternative facilities databases, and UFARS reporting.
- h. If the review and comment financing includes a lease-levy purchase under M.S. §126C.40, accurate lease payments schedules must be provided. The schedules submitted as part of the review and comment process will be used in setting the initial lease levy amount as part of the annual levy certification process.

8a. Funding Sources

The District will use three funding sources in financing the projects, as noted in 7d and summarized below:

	FY 15	FY16	Total
Alternative Facilities Bonds	12,737,000	11,357,500	24,094,500
Alternative Facilities Annual Levy	2,190,000	2,425,000	4,615,000
District Operating Capital Account	460,000	460,000	920,000
Bond Issuance Costs	100,000	0	100,000
Totals	15,487,000	14,242,500	29,729,500

The District will utilize capital funds from its regular levy process as well as use reserve funds for the project costs.

All of the revenue and expenditures will be accounted for under UFARS with appropriate course codes. All projects under alternative facilities funding and health and safety funding will be included in the district's required request and reporting formats to meet Department of Education timelines and data base reporting requirements.

8b. through 8f. Scheduled Date and Required Notice for a [Bond Issue] [School Board Action], and sources and uses of financing project



Attached are the following schedules prepared by Ehlers, the District's financial advisors.

- A schedule of estimated Sources and Uses of funds for the bond issue. This schedule includes estimates of issuance costs, underwriter's discount, and investment earnings, and demonstrates the need to issue \$25 million in bonds to finance \$24.9 million in project costs.
- A detailed schedule showing actual and estimated payments and tax levies related to capital and debt. This schedule includes levies for existing debt, lease levy, capital projects levy, health and safety levy, annual alternative facilities levy (non-bond levy), the proposed 2014 bond issue, a potential voter-approved bond issue in 2014 (not a subject of this Review and Comment), and two additional potential future alternative facilities issues (also not a subject of this Review and Comment).
- A schedule of estimated payments for the proposed 2014 bond issue.

As the second attachment shows, the District is planning to coordinate bond payments and other tax levies so that there is no net increase in the tax rate for these levies. We have not included a schedule showing the estimated tax impact, as we do not expect any increase in tax rates.

9. *An analysis of how the proposed new or remodeled facility will affect*

- a. school district operational or administrative staffing costs, and*
- b. Explain how the district's operating budget will cover any increased operational or administrative staffing costs.*

If the district is adding additional square footage, include assumptions and calculations used in calculation of the estimated general fund operation cost.

If the district is updating mechanical systems, provide detail on how the new HVAC system will impact general fund operating costs compared to the current system.

Operational or Staffing Costs -

The District anticipates no increase in the quantity of staff assigned to their facilities as a result of these deferred maintenance projects.

Operating Budget Adjustments -

- **General fund operation cost associated with additional square footage.**
As part of these projects there will be no increase in the building square footage. However due to the nature of the projects affecting the mechanical and electrical systems there will be some impact to the general fund operational costs for the buildings affected..

10. *A description of the consultation with local or state road and transportation officials on*

- a. school site access and safety issues, and*
- b. the ways that the project will address those issues.*

10 a.b. School Site Access and Safety Issues and Solutions through This Project

- Site access and on-site vehicle traffic management improvements will be reviewed on an ongoing basis. Currently all students within the walking limit, as set by the school board, walk to the building. All others are bussed.



11. A description of how

- a. indoor air quality issues have been considered, and
- b. provide a written certification signed by the project architect that the architects and engineers designing the facility have professional liability insurance.

11a. Indoor Air Quality Issues Considered

As experienced Minnesota school architects and engineers, Wold has developed a standard for building systems that addresses concerns regarding indoor air quality. As such, this project includes an air system approach for the building area which matches the building's occupancy to the required outside ventilation rate to help achieve acceptable indoor air quality results. These systems will be easily operated and maintained to provide adequate air changes throughout the facilities to meet or exceed the minimum requirements as established by the Minnesota State Department of Education and outlined in their Guidelines for school construction. These projects will also be designed to meet current code calling for 15 C.F.M./occupant in classroom space as well as the other applicable codes and ASHRAE standards. Monitoring of outdoor air and total airflow will be included in the scope of the building automation system

11b. Certification of Professional Liability Insurance

- Wold Architects and Engineers has professional liability insurance coverage for \$2,000,000 from Markel Insurance. A Certificate of Insurance is available if requested.

Registration No.: 19401

12. As required under Minn. Stat. § 123B.72, provide

- a. a written certification signed by the project architect that the plans and designs for the extensively renovated or new facility's. The statement must include how the facility
 - i. heating, ventilation, and air conditioning systems will meet or exceed code standards,
 - ii. will provide for the monitoring of outdoor airflow and total airflow of ventilation systems, and
 - iii. will provide an indoor air quality filtration system that meets codes.

How HVAC Systems Will Be Designed to Meet/Exceed Code Standards

- Any proposed project that includes the replacement of the existing non compliant HVAC system in the building will include new equipment that will provided the required air supply and humidity control. The new system will meet or exceed all required codes and standards. These system improvements will also include mechanical units with air filtration systems that meet or exceed code. In addition, any proposed HVAC system project will provide new building management systems for the building to monitor outdoor air and the total airflow within the HVAC systems.
- **Wold Architects and Engineers** will provide upon completion, a written certification that the HVAC Systems meet code standards, meet monitoring and filtration issues as addressed in Minnesota Statute 123B.71 and 123B.72.

Registration No.: 19401



13. A specification, if applicable, of any desegregation requirements that cannot be met by any other reasonable means.

- This proposal is consistent with the provisions of Wayzata Public Schools desegregation/ integration plan.

14. A specification, if applicable, of how the facility will utilize environmentally sustainable school facility design concepts.

- **Sustainable school buildings are achieved by:**

Site design and the design of the site related to site runoff, impact on adjacent property are just a few ways that the site can influence the long-term impacts that these buildings will have on the larger environment. These items and others will be an important consideration to the design team during the design process.

Enhance indoor environmental quality, conserve energy and water resources the architects and the engineers will have the opportunity to enhance the indoor environment, conserve energy and make use of renewable resources through the use of new technology. The investigation of new mechanical air systems and plumbing systems will allow the District to weigh the advantages and disadvantages to determine what is best for each situation.

Use resource-efficient materials - over the last ten years the use of biodegradable and environmentally friendly materials has become more and more common. Materials such as recycled paints, carpet, linoleum, rubber and vinyl composition flooring are just a few examples of materials that will be considered.

Minimize construction waste - Within the Twin Cities region all the major refuse and demolition contractors strive to sort and recycle discarded materials.

Optimize maintenance and operations - Through the use of new technologies and materials the efficiency and operation of the buildings can be enhanced to minimize the use of nonrenewable resources. Operational efficiencies will be considered in the mechanical and electrical systems and weighed against first cost and long term payback.

- **Wayzata Public Schools have a desire to investigate all of the above principles for project opportunities. The following are some of the current goals for the proposed projects:**

The mechanical system improvements will provide much improved indoor air quality and reduced noise level environments, as well as operate in a manner that will more effectively address those needs in an educational environment.

The building management systems will allow the District to better monitor and control the operations of the building. This will not only make operational costs more efficient, but also create a better indoor environment for the students, staff and community.



15. A description of how the architects and engineers have considered the American National Standards Institute Acoustical Performance Criteria, Design Requirements and Guidelines for Schools of the maximum background noise level and reverberation times.

Under this Deferred Maintenance and Improvements project, the following ANSI criteria will be considered. However the implementation of all of the criteria will be limited to the type of work that will be involved in the project.

The ANSI criteria are concerned with addressing (4) key areas related to acoustical design:

- Room acoustics (dB ranges and reverberation times)
- Minimizing background noise from HVAC and Electrical systems
- Classroom sound isolation from interior and exterior sources
- Impact isolation for multi-story classroom facilities

Acoustic design in Schools is achieved by:

Appropriate exterior wall cavity design – In new construction it is typical to provide proper insulation, air space (in a brick and block building), and differing materials to allow for different sound transmissions to be reflected or absorbed by the wall design. Additionally, many of these methods provide protection from exterior environments and perform the added function as sound isolating elements. Under this Deferred Maintenance and Improvements project the only exterior walls that will be fully insulated and provide the functions listed above, will be any new wall construction.

Minimizing sound transmission through interior partitions – provide insulation at the top of deck, with a minimum of one side of gypsum board carried to the top of deck. Continuously caulk along the top edge of the partition wall at the deck. At masonry walls, consider foam or sand filled cores. For operable walls, specify minimum STC rating requirements. Under this Deferred Maintenance and Improvements project only walls that will be added or modified as part of capital improvements will be improved to this extent.

Minimizing reverberation times – provide variation in perimeter walls of rooms over 10,000 sf, and install acoustic isolation panels to accommodate additional absorption. Utilize acoustic ceiling tile and carpet for larger spaces.

Performance based criteria for mechanical specifications – specify minimum standards for acoustic performance of HVAC systems including:

- System Components including low-velocity diffusers and fans
- Limit duct velocity in design and require the test and balance consultant to verify performance
- Provide sound attenuators in duct and air handling unit connections
- Locate VAV terminals above ceilings in common areas as opposed to above classrooms
- Provide vibration isolators at all equipment

Summary:

Wayzata Public Schools has a desire to investigate all of the above principles. Each of the above ideas may be incorporated to some degree into the design for the proposed project. The mechanical system will be designed to take into consideration the noise criteria established by the Minnesota Department of Education for classroom design.



- 16. City Infrastructure - Any existing information from the relevant local unit of government about the cumulative costs to provide infrastructure to serve the school, such as utilities, sewer, roads, and sidewalks.**
- No modifications to the Cities' infrastructure will be included as part of this project.



Appendix A – Attachment 7 Forms for the affected buildings:

**Oakwood Elementary School
Sunset Hill Elementary School
Birchview Elementary School**



Appendix B - Financial Advisors' Schedule

PLACE HOLDER

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: C. Finance and Business Services

COMMENTS BY: Mr. Westrum

**4. RESOLUTION RELATING TO THE ISSUANCE OF SCHOOL BUILDING BONDS
AND THE RENEWAL OF AN EXPIRING CAPITAL PROJECT LEVY
AUTHORIZATION, AND CALLING AN ELECTION THEREON**

The administration recommends approval of a RESOLUTION CALLING FOR A SPECIAL ELECTION on February 25, 2014. The Special Election will consist of two questions:

Question one seeks voter approved bond referendum authority and question two renews a portion of existing technology referendum authority that is scheduled to expire.

The projected annual tax impact of the bond referendum would be \$123 on a home valued at \$333,900, which is the median estimated market value of homes in the District. The projected annual tax impact of renewing the existing technology referendum would be zero, due to the fact that this item simply renews existing authority.

Upon careful consideration, the Administration recommends that the School Board seek voter approved bond referendum authority in the amount of \$109,645,000 to fund a portion of Phase III of the District’s Comprehensive Facility Plan. This plan was developed over the last three years and will address secondary capacity by constructing additions at the high school, building a new elementary school, and providing safe and secure entrances, upgrading the District’s technology infrastructure, and making energy efficiency improvements. In addition, the administration also recommends that the school board approve the renewal of the 2005 capital projects levy (technology levy) authority that is set to expire in 2016, and extend this for a period of ten years which is the maximum allowable.

The Board will also direct the Superintendent to consult with the Minnesota Department of Education and to prepare a proposal to be submitted on behalf of the Board to the Commissioner of Education. This "review and comment" from the Commissioner's Review and Comment process, as well as other actions as necessary to comply with the provisions of Minnesota Statutes, Section 123B.71, are required in conjunction with the technology levy renewal.

RECOMMENDED ACTION: Adopt the RESOLUTION RELATING TO THE ISSUANCE OF SCHOOL BUILDING BONDS AND THE RENEWAL OF AN EXPIRING CAPITAL PROJECT LEVY AUTHORIZATION, AND CALLING AN ELECTION THEREON.

Motion by: _____ ROLL CALL Passed _____

Second by: _____ VOTE Failed _____

CERTIFICATION OF MINUTES RELATING

TO

SCHOOL BUILDING BONDS

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
WAYZATA, MINNESOTA

GOVERNING BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting held October 14, 2013, at 7:00 o'clock p.m., in the School District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION RELATING TO THE ISSUANCE OF SCHOOL BUILDING
BONDS AND THE RENEWAL OF AN EXPIRING CAPITAL PROJECT LEVY
AUTHORIZATION, AND CALLING AN ELECTION THEREON**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this ____ day of October, 2013.

School District Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: OCTOBER 14, 2013

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 284 (Wayzata Public Schools), State of Minnesota, was duly held in said school district on October 14, 2013, at 7:00 o'clock p.m., for the purpose, in part, of calling an election to authorize the issuance of school building bonds.

Member _____ moved the adoption of the following Resolution:

**RESOLUTION RELATING TO THE ISSUANCE OF SCHOOL BUILDING
BONDS AND THE RENEWAL OF AN EXPIRING CAPITAL PROJECT LEVY
AUTHORIZATION, AND CALLING AN ELECTION THEREON**

BE IT RESOLVED by the School Board of Independent School District No. 284, State of Minnesota, as follows:

1. (a) The board hereby finds and determines that it is necessary and expedient for the school district to borrow money in an aggregate amount not to exceed \$109,645,000 and not to exceed any limitation upon the incurring of indebtedness which shall be applicable on the date or dates of the issuance of any bonds, for the purpose of providing funds for the acquisition and betterment of school sites and facilities, including the construction and equipping of a new elementary school facility and an addition to the existing high school facility; the purchase of land; and the acquisition and installation of equipment and technology in various school district facilities. The question on the borrowing of funds for these purposes shall be School District Ballot Question 1 on the school district ballot at the special election held to authorize said borrowing.

(b) The Board finds and determines that it is necessary and expedient for the school district to submit the renewal of the school district's existing capital project levy authorization to the voters for their approval. The proposed authorization will be 2.36266% times the net tax capacity of the school district. The proposed authorization would renew the school district's existing authorization which is scheduled to expire after taxes payable in 2015. The proposed capital project levy authorization will raise approximately \$2,719,481 for taxes payable in 2016, the first year it is to be levied, and would be authorized for ten years, beginning with taxes payable in 2016. The money raised by the capital project levy

authorization will be used to provide funds for the purchase and installation of software and technology equipment and the support and maintenance of technology. The program will be commenced prior to February 15, 2019, which date is not more than five (5) years from the date of the special election authorizing the renewal of the expiring capital project levy authorization. The estimated total cost of the projects to be funded by the proposed capital project levy authorization is approximately \$27,194,810. The question on the renewal of the capital project levy authorization shall be School District Ballot Question 2 on the school district ballot at the special election held to approve said authorization.

2. The actions of the administration in consulting with the Minnesota Department of Education, causing a proposal to be prepared for submission on behalf of the board to the Commissioner of Education for the Commissioner's Review and Comment and taking such other actions as necessary to comply with the provisions of Minnesota Statutes, Section 123B.71, as amended, are hereby ratified and approved in all respects. The actual holding of the special election on School District Ballot Question 1 or School District Ballot Question 2 above shall be contingent upon the receipt of a positive Review and Comment from the Commissioner of Education on the projects included in that question.

The clerk is hereby authorized and directed to cause the Commissioner's Review and Comment to be published in the legal newspaper of the school district at least twenty (20) but not more than sixty (60) days prior to the date of the special election as specified in paragraph 3 of this resolution.

3. The ballot question shall be submitted to the qualified voters of the school district at a special election, which is hereby called and directed to be held on Tuesday, February 25, 2014, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. Pursuant to Minnesota Statutes, Section 205A.11, the school district combined polling places and the precincts served by those polling places, as previously established and designated by school board resolution for school district elections not held on the day of a statewide election, are hereby designated for this special election.

The clerk is hereby authorized and directed to prepare a notice to any voters who will be voting at a combined polling place for this special election. The notice must be sent by nonforwardable mail to every affected household in the school district with at least one registered voter. The notice must be mailed no later than fourteen (14) days before the date of the election. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor. The notice must include the following information: the date of the election, the hours of voting and the location of the voter's polling place. This notice may be in the same form as the notice of special election to be published and posted.

5. The clerk is hereby authorized and directed to cause written notice of said special election to be given to the county auditor of each county in which the school district is located, in whole or in part, and to the Commissioner of Education, at least seventy-four (74) days prior to the date of said election. The notice shall specify the date of said special

election and the title and language for each ballot question to be voted on at said special election.

The clerk is hereby authorized and directed to cause notice of said special election to be posted at the administrative offices of the school district at least ten (10) days before the date of said special election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said special election and to cause two sample ballots to be posted in each combined polling place on election day. The sample ballots shall not be printed on the same color paper as the official ballot.

The clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the question to be submitted to the voters as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each combined polling place on election day.

6. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this special election.

7. The clerk is further authorized and directed to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system:

SPECIAL ELECTION BALLOT

INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)

FEBRUARY 25, 2014

INSTRUCTIONS TO VOTERS

To vote, completely fill in the oval(s) next to your choice(s) like this: 

To vote for a question, fill in the oval next to the word "YES" on that question.
To vote against a question, fill in the oval next to the word "NO" on that question.

**SCHOOL DISTRICT BALLOT QUESTION 1
APPROVAL OF SCHOOL DISTRICT BOND ISSUE**

☐

YES

☐

NO

Shall the school board of Independent School District No. 284 (Wayzata Public Schools) be authorized to issue its general obligation school building bonds in an amount not to exceed \$109,645,000 to provide funds for the acquisition and betterment of school sites and facilities, including the construction and equipping of a new elementary school facility and an addition to the existing high school facility; the purchase of land; and the acquisition and installation of equipment and technology in various school district facilities?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU
ARE VOTING FOR A PROPERTY TAX INCREASE.**

**SCHOOL DISTRICT BALLOT QUESTION 2
RENEWAL OF EXPIRING
CAPITAL PROJECT LEVY AUTHORIZATION**

The school board of Independent School District No. 284 (Wayzata Public Schools) has proposed a capital project levy authorization of 2.36266% times the net tax capacity of the school district. This authorization would renew the school district's existing authorization which is scheduled to expire after taxes payable in 2015. The money raised by this authorization will provide funds for the purchase and installation of software and technology equipment and the support and maintenance of technology. The proposed capital project levy authorization will raise approximately \$2,719,481 for taxes payable in 2016, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$27,194,810. The projects to be funded have received a positive review and comment from the Commissioner of Education.

☐

YES

Shall the capital project levy authorization proposed by the board of Independent School District No. 284 be approved?

☐

NO

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE
VOTING TO RENEW AN EXISTING CAPITAL PROJECTS
REFERENDUM THAT IS SCHEDULED TO EXPIRE.**

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

8. If the school district will be contracting to print the ballots for this special election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer, at the request of the election official, shall furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the election date. The clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance of publication once in the official newspaper, by posting a notice, and by notifying the county or legislative district chair of each major political party.

10. The clerk is hereby authorized and directed to cause notice of the location of the counting center or the places where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the election and in the newspaper of widest circulation once on the day preceding the election, or once the week preceding the election if the newspaper is a weekly.

11. As required by Minnesota Statutes, Section 203B.121, the Board hereby establishes a ballot board to process, accept and reject absentee ballots at school district elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the school district and generally to carry out the duties of a ballot board as provided by Section 203B.127 and other applicable laws. The ballot board must consist of a sufficient number of election judges trained in the handling of absentee ballots. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The clerk or the clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The clerk or the clerk's designee shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties,

additional compensation shall not be paid for ballot board duties performed during that staff member's duty day.

12. The clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the combined polling places during the special election. The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvass in the manner provided for other school district elections. The election must be canvassed between the third and the tenth day following the election.

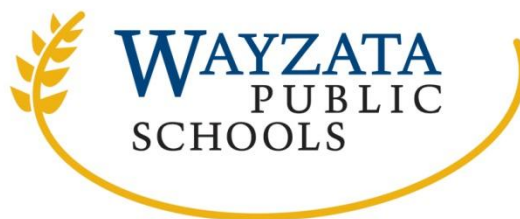
13. If the capital project levy authorization proposed in School District Ballot Question 2 is approved, a capital project referendum account shall be created as a separate account in the general fund of the school district. All proceeds from the capital project levy must be deposited in the capital project referendum account. Interest income attributable to the capital project referendum account must be credited to the capital project referendum account. Money in the capital project referendum account may be used only for the costs of acquisition and betterment of the approved projects. The funds in the capital project referendum account may be accumulated and not be expended until sufficient funds are available, may be accumulated and not be expended until additional funds from a bond issue are available, or may be expended on an ongoing basis for approved project costs. Any funds remaining in the capital project referendum account that are not applied to the payment of the costs of the approved projects before their final completion shall be transferred to the school district's debt redemption fund.

The motion for the adoption of the foregoing resolution was duly seconded by _____ . On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

REVIEW AND COMMENT
FOR
Wayzata Independent School District No. 284
October 14, 2013



Excellence. For each and every student.

Wayzata Independent School District No. 284
210 County Road 101 North
Wayzata, MN 55391
763-745-5000

Introduction

The Wayzata Public Schools, District 284 updated and received full approval for its technology plan from the Minnesota Department of Education in August 2009. The plan outlined the primary components of Wayzata District technology as

- Infrastructure
- Student technology literacy
- Staff development
- Curriculum integration
- Data for decision making
- Testing and evaluation
- Communications
- Meeting local, state and federal reporting requirements
- Need for continued funding for District 284 technology of approximately \$2.7 million to meet growing demands.

As part of the planning process, the District 284 Citizen's Technology Advisory Committee (CTAC) indicated that this current technology revenue level is adequate to meet district and state requirements. Current funding levels provide for: computer replacement, network and telecommunications enhancements, expansion of curriculum applications, continued state electronic testing, interoperability of computer operating systems and staff support.

As a result of the technology planning process, the District 284 Citizen's Financial Advisory Committee (CFAC) reviewed the technology plan, funding requirements and need for continued technology revenue. The CFAC recommended to the Superintendent and the Wayzata Public School Board that a Capital Project Referendum be renewed to ensure adequate technology revenues. The Wayzata Public School Board has accepted the recommendations of the CFAC. District 284 desires to put the Capital Project Referendum to vote on a February 25, 2014.

The current infrastructure includes optic fiber, network, wiring, switches, routers, hubs, computers, peripheral hardware and software. District voters did approve a Capital Projects Levy in 2005 and we are seeking to simply renew this authority. District voters also approved an additional Capital Projects Levy in 2009 that received a favorable review and comment from the Commissioner. The 2005 authority expires in 2015.

The Wayzata School Board firmly believes that technology is critical to meeting the district vision: **Excellence. For each and every student.**

To this end, a Capital Project Referendum under the provision of MN Statute, Section 123B.63 is being requested. The election is planned for February 25, 2014. The amount of the levy is a rate of 2.36266%, which will raise \$2,719,481 in the first year. The levy authorization will be for a ten-year period.

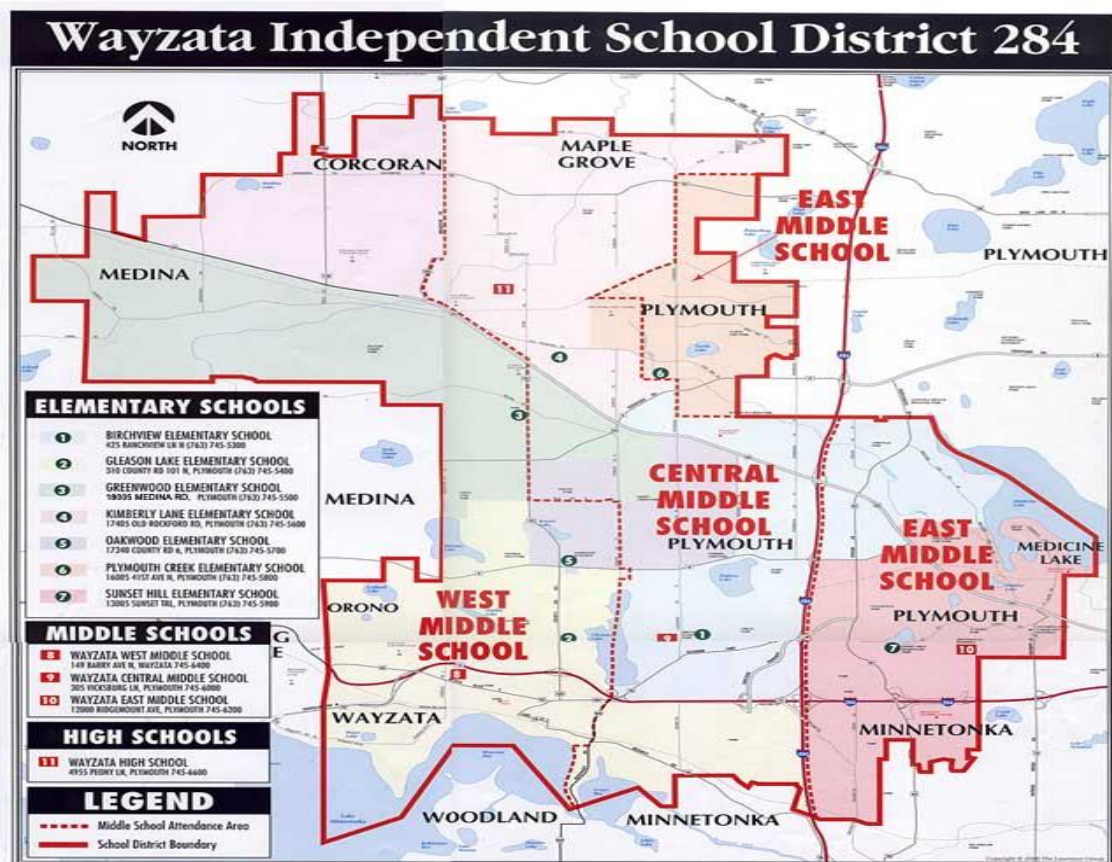
Part A. Geographic Area to be Served, Population and Enrollment

1. Geographic Area and Population

Wayzata Public Schools District is located 10 miles west of Minneapolis and spans a geographic area of 38 miles. The School District serves all or portions of eight west suburban municipalities, including Corcoran, Maple Grove, Medicine Lake, Medina, Minnetonka, Orono, Plymouth and Wayzata. The estimated population of the Wayzata School District exceeds 60,000.

Population information provided by the Metropolitan Council affirmed that the City of Plymouth is the largest municipality in the district both for population and landmass. It will continue to be a growing community.

There is significant, confirming evidence based on actual building permits, local projections, regional projections and Metropolitan Council projections that further development will continue in Wayzata School District. District enrollment is expected to grow from 10,500 students to 12,500 students over the next decade.



The current technology infrastructure exists at all sites. Updates have been made as a result of this expiring 2005 Capital Projects Levy as well as the 2009 Capital Projects Levy. Many technological advances have taken place during this timeframe. Per the recommendations of the Citizens Technology Advisory Council (CTAC) and the Citizens Financial Advisory Council (CFAC), the district needs to continue to provide and maintain revenue for technology through 2026.

2. Enrollment Projections

The Wayzata School District projected enrollment for the 2013-2014 school years exceeds 10,500 students and is expected to remain stable. Neighboring districts include Minnetonka, Robbinsdale, Hopkins, Orono, and Osseo. The following chart tracks enrollment and enrollment projections for the district.

Enrollment History and Projections through 2018

Year	Actual 2008- 09	Actual 2009- 10	Actual 2010- 11	Actual 2011- 12	Actual 2012- 13	Current 2013-14	Projected 2014-15	Projected 2015-16	Projected 2016-17	Projected 2017-18	Projected 2018-19
Kdgn	646	715	741	620	694	667	795	795	817	814	827
Grade 1	672	740	791	816	719	799	759	831	831	854	851
Grade 2	760	708	760	835	829	745	835	793	869	869	893
Grade 3	791	780	738	764	853	860	774	870	827	906	906
Grade 4	758	796	805	772	788	904	900	810	914	869	952
Grade 5	744	781	805	818	786	804	927	923	830	938	892
Grade 6	772	796	812	856	858	834	846	979	974	876	993
Grade 7	796	793	808	839	879	892	864	875	1,014	1,008	907
Grade 8	818	797	800	802	852	896	909	881	891	1,034	1,028
Grade 9	846	855	812	826	807	879	917	931	901	911	1,058
Grade 10	856	816	834	807	812	816	880	918	932	903	913
Grade 11	789	841	796	837	796	820	814	878	916	930	900
Grade 12	763	754	812	744	783	758	796	790	851	887	900
Served	10,011	10,172	10,314	10,336	10,456	10,673	11,016	11,274	11,568	11,800	12,022
Tuitioned Out	185	202	197	207	201	205	210	215	220	225	225
Total	10,196	10,374	10,511	10,543	10,657	10,878	11,226	11,489	11,788	12,025	12,247

Part B. Current School Facility Information

There are 11 school-building sites within the Wayzata School District with a variety of construction dates. There is also a Central Services Facility and an Administration Facility. The oldest building is West Middle School built in 1949.

Part C. Reasonable Anticipated Need, Deficiencies and Benefits

The Board of Education, Superintendent's Cabinet, CTAC and CFAC determined the priorities and needs for district technology in the 2009 state-required technology plan.

<u>Wayzata High School</u> Year Constructed - 1997 Square Footage – 487,000 S. F. School Site Size – 163 acres Levels – Four (4)	<u>Birchview Elementary</u> Year Constructed – 1969 (Add. 1995, 2013) Square Footage – 59,720 S. F. School Site Size – 14 acres Levels – One (1)
<u>Central Middle</u> Year Constructed - 1960 (Add. - 1962, 1964, 1968, 1973, 1989) Square Footage – 298,317 S. F. School Site Size – 65 acres Levels – Two (2)	<u>Gleason Lake Elementary</u> Year Constructed – 1988 (Add. 2013) Square Footage – 80,710 S. F. School Site Size – 22 acres *includes Administration Building Levels – One (1)
<u>East Middle</u> Year Constructed - 1967 (Add. - 1980) Square Footage – 195,711 S. F. School Site Size – 40 acres Levels – Two (2)	<u>Greenwood Elementary</u> Year Constructed - 1964 (Add. - 1964, 1989, 1999, 2000, 2013) Square Footage – 88,163 S. F. School Site Size – 29 acres Levels – One (1)
<u>West Middle</u> Year Constructed - 1949 (Add. - 1968, 1989) Square Footage – 167,000 S. F. School Site Size – 35.5 acres Levels – Two (2)	<u>Kimberly Lane Elementary</u> Year Constructed - 1991 Square Footage – 83,000 S. F. School Site Size – 21 acres Levels – One (1)
<u>Administration Building</u> Year Constructed - 1969 Square Footage – 8,600 S. F. School Site Size – *See Gleason Lake Levels – One (1)	<u>Oakwood Elementary</u> Year Constructed – 1957 (Add. 1992, 2008, 2013) Square Footage – 84,564 S. F. School Site Size – 40 acres *includes Central Service Facility Levels – One (1)
<u>Central Services Facility</u> Year Constructed - 1983 Square Footage – 21, 205 S. F. School Site Size- *See Oakwood Levels – One (1)	<u>Plymouth Creek Elementary</u> Year Constructed - 1988 Square Footage – 81,000 S. F. School Site Size – 19.5 acres Levels – One (1)
<u>Sunset Hill Elementary</u> Year Constructed -1963 (Add. – 1989, 2000, 2013) Square Footage – 72,545 S. F. School Site Size – 20.3 acres Levels – One (1)	5

Discussions on technology resources continued throughout the 2013-2014 school year. Updates to the work plan are reviewed on an annual basis with a comprehensive review conducted as deemed necessary.

As part of the planning process, the District 284 Citizen's Technology Advisory Committee (CTAC) indicated the current technology revenue level continues to be required to meet district and state requirements. The current funding level provides for:

- Predictable computer replacement;
- Network growth;
- Interoperability of operating systems;
- Adequate deployment of classroom technology;
- Ability to meet future Department of Education reporting and testing requirements;
- Expansion of telecommunications bandwidth;
- Seamless communications with parents and home;
- Continuation of electronic grade book;
- Replacement of classroom workstations that addresses convergence of technology via linked video, cable, Internet, curriculum tools and data access;
- Introduction of a wireless campus.

Analysis of the technology budget indicates that the district will be continue to provide maintenance and staffing needs for technology at current revenue levels. This renewal will provide adequate revenue to establish a realistic computer replacement program and to expand curriculum applications. This includes the ability to continue to be prepared for future computerized state testing. In addition, as a part of the district's risk management plan, technology utilization is a key tool that would be used in the case of a widespread pandemic.

Technology planning and maintenance have focused on equipment and computers. District educational goals and administrative processes such as student accounting, MARSS, STAR, grade book and future state computerized testing, and other business functions continue to be reliant upon technology as well.

Recognizing the critical nature of technology to state and district goals, the Wayzata Public School Board and Superintendent seek renewal of a Capital Project Referendum as a continued funding source to solidify funding for current and future technology requirements.

1. Technology Goals, Definitions, Categories, Vision, Values from State Approved Plan

The Wayzata Public Schools has identified technology as critical to its primary mission of instruction and learning. The district has identified the following attributes for technology:

a. Definition

Technology is the modification of the natural environment in order to satisfy perceived human needs and wants. Technology literacy is important for all students because they interact with technology daily. Anyone can benefit from being familiar with technology. *

*Adopted from International Technology Education Association, Standards for Technology Literacy Content for the Study of Technology.

b. Categories

There are five primary categories of technology important to the mission of Wayzata Public Schools:

- Information and communication technology;
- Technology as a tool for curriculum delivery;
- Technology literacy and application for students;
- Staff productivity;
- Data for decision-making.

c. Vision

Upon graduation every Wayzata Public School student will be able to use technology as a tool for lifelong learning, research, productivity, communications, and employment opportunities. This vision depends on the commitment to the staff to effectively utilize technology in support of curriculum.

d. Values

Priorities and Values for Decision Making

The following priorities and values guide the implementation, use, purchase, and maintenance of technology resources for Wayzata Public Schools:

- Student achievement;
- Enhancement of curriculum, teaching, and learning;
- Effective, streamlined business management process;
- Interoperability of hardware, software, and infrastructure within industry standards;

- Single capture, multiple use of data for decision making and business process;
- Effective application of technology as a tool to communicate with the community, staff, parents and students.
- Create a seamless technology resource between home and school in support of parents and students.
- As a tool to ensure student safety;
- Safeguard community and district (Fiduciary Responsibilities).

2. Critical Technology Needs and Benefits

The following needs and benefits are identified for the Capital Project Referendum:

Computer Replacement

- Continue a three year computer replacement cycle to ensure interoperability of systems;
- Provide for seamless communications for parents, staff and community - maintenance of computers and operating systems is critical to this goal;
- Maintain and deploy computers in the classrooms. This continues to require periodic replacement of computers, switches, hubs, jacks, and hub space;
- Establish and maintain convergent technology workstation in each classroom for curriculum, video, research, record keeping and Internet;
- Continue to implement wireless computers as appropriate;
- Maintain and upgrade school labs;
- Maintain and upgrade labs and computers in elementary schools;
- Continue to ensure that adequate computers are available for testing and upcoming state testing requirements.

Audiovisual Equipment

- Continue Wayzata's replacement of TVs with computer based workstations and projector systems that facilitates technology convergence into the classroom to support student learning;
- Achieve greater efficiency with new technology based AV equipment; less set up time, better use of bandwidth and equipment is generally more user friendly;

Network and Infrastructure

- Provision of fast, efficient network. While there continue to be improvements to the system, the system needs to be maintained and upgraded to prevent the system from becoming slow due to the increase number of users, amount of information, applications and speed of technology;
- With the growing complexity of server applications and new opportunities such as electronic grade book, there continues to be a need to enhance back up, network monitoring, server management and overall maintenance;
- There continues to be a need for new hook ups and jacks;
- Servers and server operating systems need to be maintained and replaced;
- Need to increase storage capacity;

- Maintain electronic grade book server;
- Explore SANS storage potential;
- Upgrade routers.

Software

- Consistency in operating systems, it is a district priority to implement one computer platform and operating system;
- There are requests for new software coupled with the need to upgrade desktop software;
- Virus software costs are expanding;
- Maintenance cost of Novell/NT and other software is increasing;
- Expansion of Microsoft Server platform is anticipated;
- Continue to upgrade from Windows XP and MAC OS 10 to Windows 7.0 and beyond.
- Maintain system security;
- Implement network management software;
- Employ state-of-the-art curriculum software and tools for learners.

Part D. Relationship of Project to Priorities Established by the Board

Beyond the priorities and needs addressed above, this project impacts other critical district priorities.

School Board Vision for Wayzata Schools

Excellence, For each and every student.

Mission

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

Vision

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

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student –no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment.

Community Trust, Confidence and Partnership:

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

Operational Excellence:

- Attraction, development and retention of exemplary, creative and valued employees;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

The application of technology is crucial for meeting all the above goals since a dynamic technology system provides tools for communication, curriculum and learning, differentiation of instruction for individual learners and a client centered environment. The board and administration believe that the Capital Project Referendum will solidify the vision and goals.

Part E. Relationship of Project to Community Access and Use of District Resource and Inter-Agency Collaboration

Beyond distance education, cable and the video production described above, community use and access to district resources will continue by:

1. Full development and implementation of district web site for public access;
2. Provision of student data to parents;
3. Electronic transfer of records to the state and other authorized agencies;
4. Increased communications on School Board and school district activities;
5. Training of all interested citizens in technology through Community Education Service programs;
6. Enhanced data for teachers, parents and community through electronic grade book;
7. Creating a seamless technology resource for parents, student's teachers and the district.

F. Project Description

1. Current and Continuing Technology Expenditures:

• Teaching and Learning Hardware and Software Solutions	\$ 1,300,000
• District Computer Replacement Schedule	\$ 600,000
• District Technology Support and Information Systems	\$ 400,000
• Technology Operations / District Safety and Security	<u>\$ 419,481</u>
• Total yearly operations with limited equipment replacement	\$ 2,719,481

2. Capital Project Referendum- Project Narrative Estimates for Major Portions of the Project

As addressed above, the Wayzata Public School Board and Superintendent desire to renew existing authority for a Capital Project Referendum to generate \$2.7 million of continuing revenue to ensure adequate technology in support of the vision and mission of the district. This effort is to solidify the technology resources in the district in support of instruction, learning, testing and meeting state and federal requirements. As addressed in the district technology plan and confirmed by the CTAC and CFAC committees, the following are critical components of the project:

- Predictable computer replacement
- Network growth;
- Interoperability of operating systems;
- Adequate deployment of classroom technology;
- Ability to meet future Department of Education reporting and testing requirements;
- Maintenance and expansion of telecommunications bandwidth;
- Seamless communications with parents and home;
- Implementation of electronic grade book;
- Maintenance of classroom work stations that address convergence of technology via linked video, cable, Internet, curriculum tools and data access;
- Introduction of a wireless campus.

The district will continue a three year staff computer replacement program.

Part G. Sources of Funding

The project will be financed via the Capital Project Referendum if renewed by the voters in an election on February 25, 2014.

The levy will be at a rate of 2.36266%, applied to the net capacity of the district. This rate will renew approximately \$2,719,481 for the first year, taxes payable in 2017. The levy authorization will be for ten years.

The tax impact of the levy on residential homestead property for taxes payable in 2016 is as follows:

Residential Homestead Market Value	Revoke Existing Tax Authority	Requested Tax Authority	Net Tax Impact
\$100,000	(\$17)	\$17	\$0
\$150,000	(\$30)	\$30	\$0
\$200,000	(\$44)	\$44	\$0
\$300,000	(\$70)	\$70	\$0
\$400,000	(\$96)	\$96	\$0
\$500,000	(\$120)	\$120	\$0
\$600,000	(\$151)	\$151	\$0
\$700,000	(\$181)	\$181	\$0
\$1,000,000	(\$271)	\$271	\$0

Part H. Impact on Operating and Administrative Funds

The impact will continue to be positive. Beyond the benefits of integrating technology into classroom activities, increased staff productivity should be a direct outcome from technology enhancement. This project will further engage parents in the learning process.

Part I. Transportation Issues

There are no transportation issues associated with this project.

Part J. Indoor Air Quality Issues Considered

There are no known indoor air quality issues associated with this project.

Part K. Certification

The technology enhancements will meet or exceed current code standards. Certified electrician staff and licensed cable staff will perform work as required.

Part L. Desegregation Requirements

Wayzata Public Schools is a voluntary participant in the West Metro Desegregation Program and hosts a number of open enrollment students who attend the district under desegregation programs. Further a number of Wayzata residents attend desegregation magnet schools under the auspices of WMEP. The project has no effect on desegregation needs or programs.

Part M. Environmentally Sustainable Design Concepts

Sustainable design concepts will be utilized where appropriate. Energy saving standards will be applied in purchase and deployment of technology equipment to reduce energy consumption. If required, licensed staff will be consulted to ensure optimum use of energy. The district energy coordinator will conduct a review of the project. Obsolete equipment will be sold or recycled, as appropriate.

Part N. Consideration of Guidelines for Background Noise Level and Reverberation Times

The district continues to use TSP-One to review and take into consideration the American National Standards Institute Acoustical Performance Criteria, Design Requirements and Guidelines for Schools for maximum background noise level and reverberation times.

Responding to the District's Enrollment Growth

October 14, 2013

School Board Presentation



Excellence. For each and every student.

Board Charge to Administration

On September 9, the Board directed the Superintendent to:

- Prepare a “**Review and Comment**” document for MDE
- Develop the appropriate **ballot action for a February 25, 2014 special election** to request funds in the amount of \$109,645,000 to **address the District’s facilities and capacity needs** and to **renew the current technology levy** for an additional ten years at the same authority level as the current levy (\$2.7 million/year)



Excellence. For each and every student.

More Students = More Needs

Additional capacity for students needed at all levels

- Most schools are currently at or near capacity
- Larger classes moving through the system at all levels
- Middle School growth accommodated with repurposing
- Accelerated rate of families moving into school district
- State funded all-day Kindergarten in 2014 will create need for 14-16 more classrooms

District infrastructure

- Security, Safety and Technology



Excellence. For each and every student.

Administrative Recommendation: Process

- 3 years of facility study
- School Board
- Professionals/Consultants
- Administrative Team
- Communication and updates
- Community Task Force on Facilities



Excellence. For each and every student.

Community Task Force on Facilities

1. Reconfirmed needs
2. Studied solution options
3. Studied addition to High School vs. second smaller high school
4. Recommended addition to Wayzata High School



Excellence. For each and every student.

High School Recommendation: Process

Community Task Force on Facilities, in combination with School Board Facilities Committee and staff, studied:

- Various grade configurations
- Information on other large high schools
- Case studies of one vs two high schools
- Benefits and challenges of one vs two high schools
- Impact of expanding current high school

Result: Unanimous recommendation and board support for expanding current high school rather than build a second, smaller, high school



Excellence. For each and every student.

High School Recommendation: **Academic Considerations**

Continuing Excellence....

- Academic traditions of excellence
- Impressive core curriculum with electives
- Outstanding testing results (ACT/AP/MCA)
- International, national, state and local academic awards
- High percentage of college participation (90%)



Excellence. For each and every student.

High School Recommendation: Co-curricular Considerations

Continuing Excellence....

- 995/3177 unduplicated activity/clubs/fine arts (31%)
- 1430/3177 unduplicated athletes (45%)
- 2425/3177 unduplicated athletes/activities combined (78%)



Excellence. For each and every student.

High School Recommendation: Financial Considerations

- Similar building costs for addition vs. second high school
- \$616,000 annual savings in operating expenses for addition vs. two high schools
 - \$12 - \$15 million from General Fund over 20-year period
- Economic efficiencies in Administration, Food Service, Health Services, Special Services, and Maintenance



Excellence. For each and every student.

Administrative Recommendation: Funding Sources/Tools

Our District is in a good financial position to consider issuing long term debt through a bond request.

1. Our High School debt will be paid off in 2017
2. AAA bond rating
3. Careful financial planning has positioned the District with a solid foundation



Excellence. For each and every student.

Administrative Recommendation: Prioritization

- Over \$155 million in projects identified to meet needs
- Ask voters for our priority needs:
 - High school capacity
 - Elementary school capacity
 - Infrastructure needs
- Voter request for a \$109.645 million bond package to comprehensively address capacity needs
- Voter request to renew existing technology levy



Excellence. For each and every student.

Administrative Recommendation:

Bond Election and Tech Levy Renewal

- Expand Wayzata High School campus and facility, bringing the total H.S. capacity to 3,900 students
- Build an 8th elementary school (north of Hwy 55) to provide additional District-wide capacity at the elementary level
- Invest in District infrastructure
 - Make security enhancements at each District facility
 - Upgrade and secure technology infrastructure between buildings
 - Implement projects to leverage energy savings
- Renew existing technology levy



Excellence. For each and every student.

Bond Election:

Wayzata High School Expansion

- High school addition (3900 capacity) including:
 1. Classrooms and Labs
 2. Music and Performing Arts
 3. Physical Education
 4. Cafeteria and Food Service
- Land purchase/campus expansion
- Additional entrance to site
- 172,000 Square Feet in additions



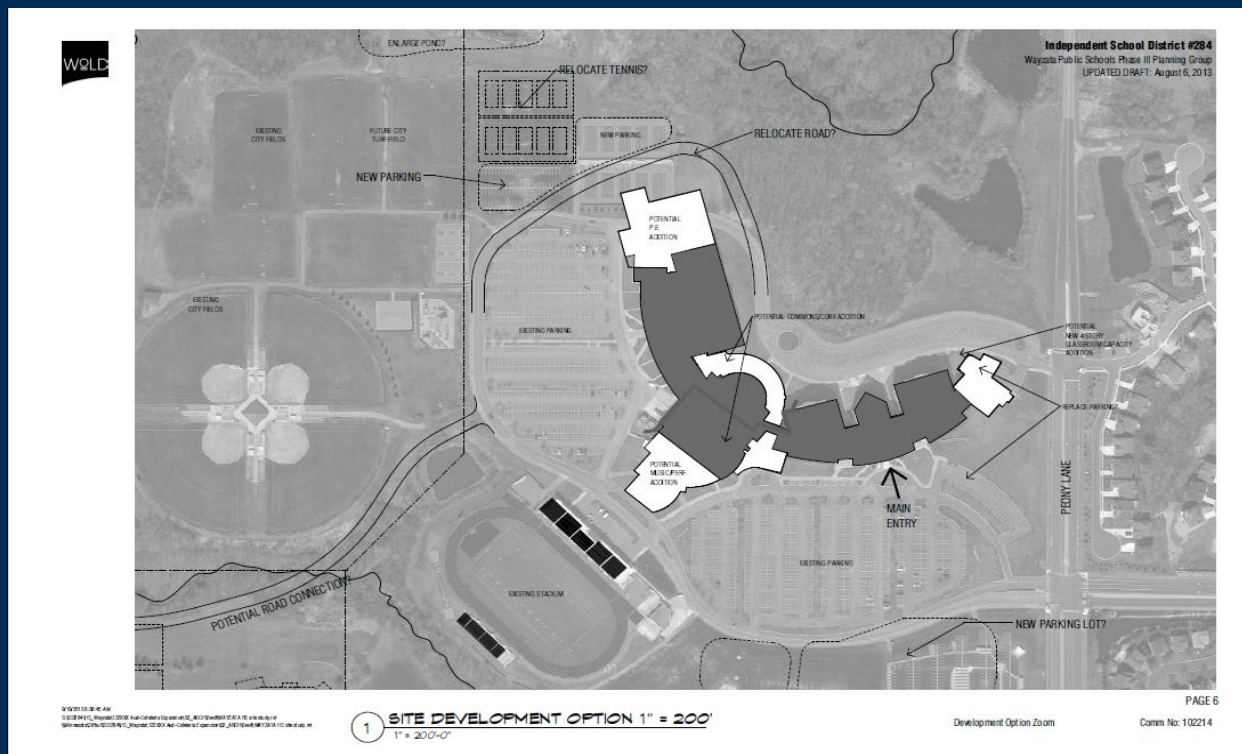
Project cost: \$62.32 million
Land cost: \$7.4 million



Excellence. For each and every student.

Bond Election:

Wayzata High School Expansion



Excellence. For each and every student.

Bond Election: New Elementary

- Capacity 760 students
- 83,000 Square Feet building
- Site purchase 20+ usable acres north of Hwy 55



Project cost: \$26.1 million



Excellence. For each and every student.

Bond Election: Infrastructure Investments Districtwide

- Improved secure entrances
- Technology infrastructure and fiber-optic redundancy
- Energy savings upgrades



Project cost: \$13.825 million



Excellence. For each and every student.

Total Bond Election Request - 2014

High School Capacity Expansion	\$69,720,000
New Elementary School	\$26,100,000
District-Wide Infrastructure Improvements	\$13,825,000
Total Bond Referendum Amount	\$109,645,000



Excellence. For each and every student.

Administrative Recommendation:

Renew Existing Technology Levy-Election 2014

- \$2.7 million annually
- Expires in 2016
- Renew as 10 year levy
- No tax increase beyond existing amount



Excellence. For each and every student.

Two election 2014 ballot questions

Tax Impact

Voter request	Annual tax impact*	Monthly tax impact*
New \$109.645 bond	\$123	\$10
Renew existing tech levy	\$0	\$0

* Tax impacts are based on \$333,900 average home value in school district



Excellence. For each and every student.

Superintendent's Recommendation for Consideration

- Approve the construction projects as presented
- Direct the Superintendent to finalize and submit the “Review and Comment” document to MDE for approval
- Approve the resolution calling for a two-question special election on February 25, 2014, requesting voter-approved bonds and a renewal of the technology levy
 - Q1: Expand the high school, build a new elementary school, and invest in districtwide security and technology infrastructure
 - Q2: Renew the existing technology levy at the same level



Excellence. For each and every student.

Summary

We identified **needs**

- Additional space for students needed at all levels
- Increasing pressure on district infrastructure

We made a **recommendation**

- Bond package \$109.645 million
- Renew existing tech levy

We have **next steps**

- MDE Review and Comment submission
- Two ballot questions approved by Board
- Information to community

Election: February 25, 2014



Excellence. For each and every student.

Questions and Comments

372



Excellence. For each and every student.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 7. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: D. Human Resources

COMMENTS BY: Annie Doughty

There are no items for this section.

Agenda Item 8

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 8. OTHER BOARD ACTION

COMMENTS BY: Superintendent Anderson

There were no items for this section.

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 9. BOARD REPORTS

COMMENTS BY: Board Chair Droegemueller

This section of the agenda provides an opportunity for Board members and/or the Superintendent to bring up any items of new business.

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 14, 2013

AGENDA SECTION: 10. ADJOURN

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

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

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____