

INDEPENDENT SCHOOL DISTRICT #832
SPECIAL MEETING/STUDY SESSION – BOARD OF EDUCATION
Thursday, October 27, 2011 - 7:00 PM
Mahtomedi District Education Center - Community Room

The Mission of the Mahtomedi School District No. 832, as a multi-community public school system, is to provide individually challenging, lifelong learning experiences for all people, leading to productive and self-fulfilling roles in a global society, accomplished through partnerships with students, families, staff and communities all committed to excellence.

- AGENDA -

1. CALL TO ORDER
2. ROLL CALL OF ATTENDANCE
3. APPROVAL OF THE AGENDA
4. DISCUSSION/INFORMATION ITEMS
 - A. NorthMarq Presentation 2
Presenter: Denise Sundstrom
 - B. MSBA Agreement for Policy Customization Services 40
Presenter: Mark Larson
 - C. Evaluation Tools
 1. School Board
Presenter: Mark Larson
 2. Superintendent 42
Presenter: Cathy Dalton
 3. Teacher
Presenter: Nicole Flesner
5. ACTION ITEMS
 - A. Approval of Easement Agreements with the City of Mahtomedi
Presenter: Mark Larson and Denise Sundstrom
 1. Ice Rink 62
 2. Warming House, Lot 2, Block 1, Oakleigh 70
 3. Warming House, Lot 3, Block 1, Oakleigh 78
6. CLOSE MEETING
 - A. Discussion of Labor Negotiations Pursuant to Minnesota Statute 13D.03
7. OPEN MEETING
8. ADJOURNMENT



Wildwood Elementary School

535 WARNER AVENUE NORTH
MAHTOMEDI, MINNESOTA

EXCLUSIVELY LISTED BY:

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Fix page #s

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PAGE 6	General Overview
PAGE 7	Aerials
PAGE 10	Site Plans/Floor Plans
PAGE 13	Photographs
PAGE 24	Three Year History of Costs Need from Client
PAGE 24	Zoning
PAGE 28	Demographics
PAGE 30	Regional Economy
PAGE 35	Limitations



THE OFFERING

NorthMarq has been retained as exclusive agent for the sale of 535 Warner Avenue North - Wildwood Elementary School, currently owned by Mahtomedi Public Schools - Independent School District 101. The property lends itself to a variety of re-uses, including: office space, medical, other educational use *(i.e. post-secondary school), or residential use.

Interested parties are encouraged to call for a comprehensive offering package, which includes the terms of the offering, and to request a tour of the property.

***The District will not consider offers with an intended use by a K-12 education tenant/buyer.**

PROPERTY OVERVIEW

Address	535 Warner Avenue N. Mahtomedi, Minnesota 55115
Parcel Size	8.65 acres (2 parcels)
Zoning	R-1, Single-Family Residential
Parking	150+ spots
Year Built	1951 (add. '56, '96)
Building Size	56,200 sq. ft.
Number of Floors	2
Availability	TBD
Amenities	<ul style="list-style-type: none">● Sprinkler system● Kitchen and cafeteria● Gym● Excellent redevelopment opportunity (retail, office, housing)● Elevator





The Owner has authorized NorthMarq Real Estate Services (Broker) to exclusively market the 535 Warner Avenue North - Wildwood Elementary School property. The owner makes no representations or warranties. This is an "as is" sale. The Owner will not consider offers with an intended use by K-12 education tenant/buyer.

SALE PROCESS

All investors willing to make an offer are invited to participate. All offers are to be submitted to:

Kevin Peck
NorthMarq Real Estate Services
801 Nicollet Mall, Suite 325
Minneapolis, Minnesota 55402
612.305.2129
kevin.peck@northmarq.com

Necessary information to be provided with your offering proposal including concise responses to the following questions:

1. Description of the buying entity.
2. Intended use for the property.
3. Real estate experience with specific emphasis on your intended use. Include a list of similar developments or investments, real estate experience and, if redeveloping, the number of projects currently underway.
4. Current real estate holdings – number, asset value and by market classification.
5. Purchase price.
6. Earnest deposit.
7. Source of equity and percentage of purchase price.
8. Source of debt and percentage of purchase price.
9. Contingencies to be satisfied prior to closing.
10. Timeline, identifying key milestones, from acceptance of offer to closing.
11. How will your organization interact with the surrounding community; specifically, what benefits or 'added value' will your organization bring to the community surrounding the property?





12. Proposals should support the goals and financial interests of the District. To that end, we want a sustainable user with the ability to successfully operate and maintain the property.

- Does your organization have 5 or more continuous years of operating experience without a deficit?
- Has your organization previously owned and/or operated your own real estate? If so, please describe.
- Please supply a property facilities plan describing renovation, reserves, risk management and on-going maintenance plans in narrative and 3-5 year annual income and expense projections.
- Describe any organizational and/or community partnerships that are part of your plan. If there are any such partnerships, please describe them including the timeframe for initiation and describe your organization's experience with programmatic and financial partnerships.

Following review of offers, the Seller will negotiate with the prospective purchaser, which in the Seller's judgment, represents the best combination of price, terms, and ability to perform. The Seller reserves the right to reject any offer for any reason.

535 Warner Avenue North - Wildwood Elementary School is being marketed directly to prospective purchasers. NorthMarq Real Estate Services will cooperate with other licensed brokers to ensure the highest sale price is generated for the owner.





GENERAL OVERVIEW

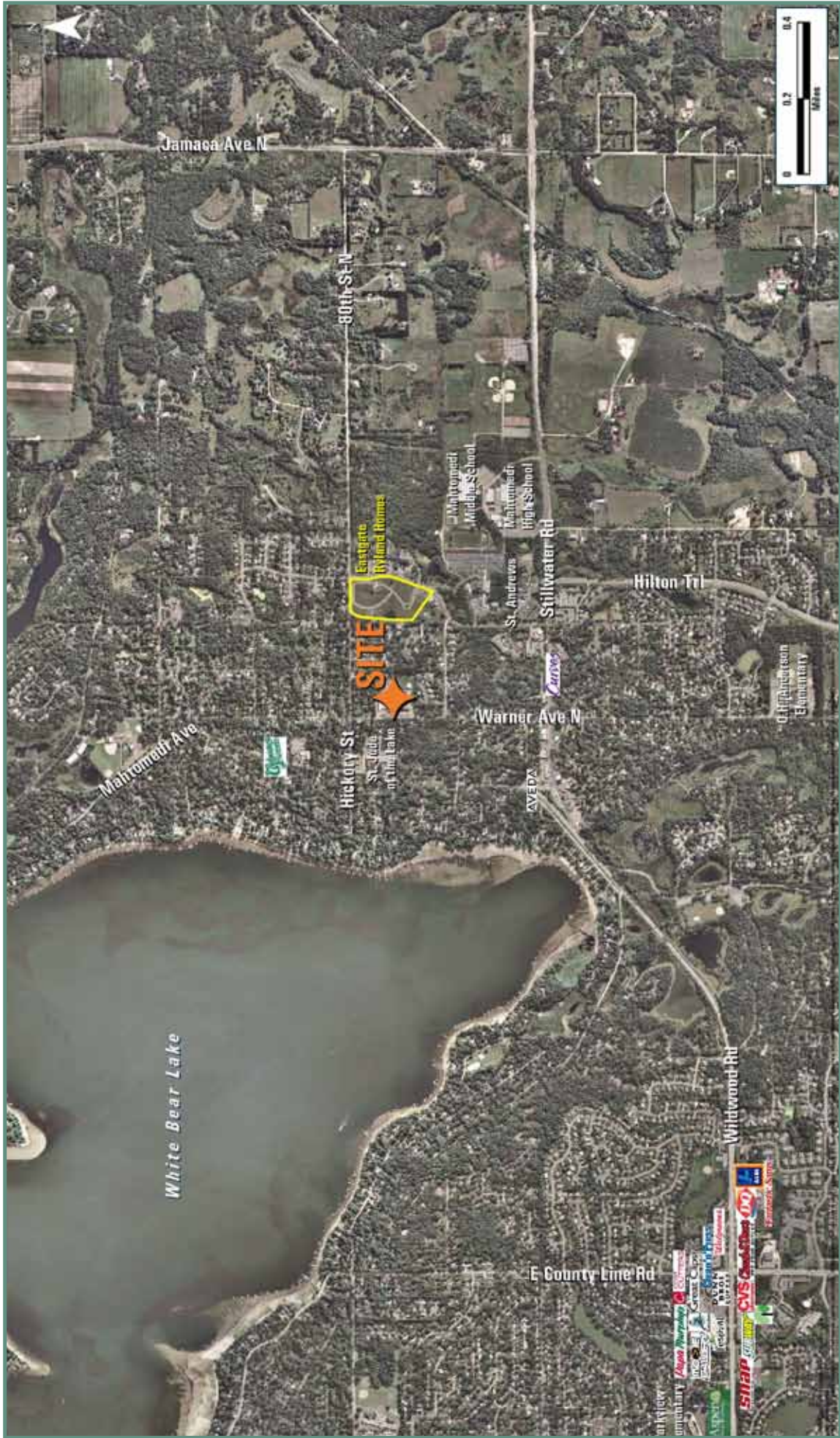
Year Built	1951 with additions in 1956 and 1996
Building Foot Print	2 story building
Total Square Feet	56,200 sq. ft.
Amenities	Green space
Space	Classroom, office spaces, workrooms, kitchen, cafeteria and gym
Exterior	Brick exterior
Windows	Believed to be replaced in the 1970's or 1980's
HVAC	TBD
Roof	Ballasted rubber roof, asphalt roof
Fire Safety	Building is completely fire sprinklered
Accessibility (ADA)	Elevator & ADA restroom

SITE ANALYSIS

Parcel Size	8.65 acres (2 parcels)
Parking Lot	150+ parking spots
Zoning	Public Land City of Mahtomedi Comprehensive Plan: http://www.ci.mahtomedi.mn.us/index.asp?Type=B_BASIC&SEC={4B64B038-85EA-4F87-B561-D6B6B1BDF8F2}&DE={F7168EF7-97F5-49BF-ADF1-5F71C06C5925}



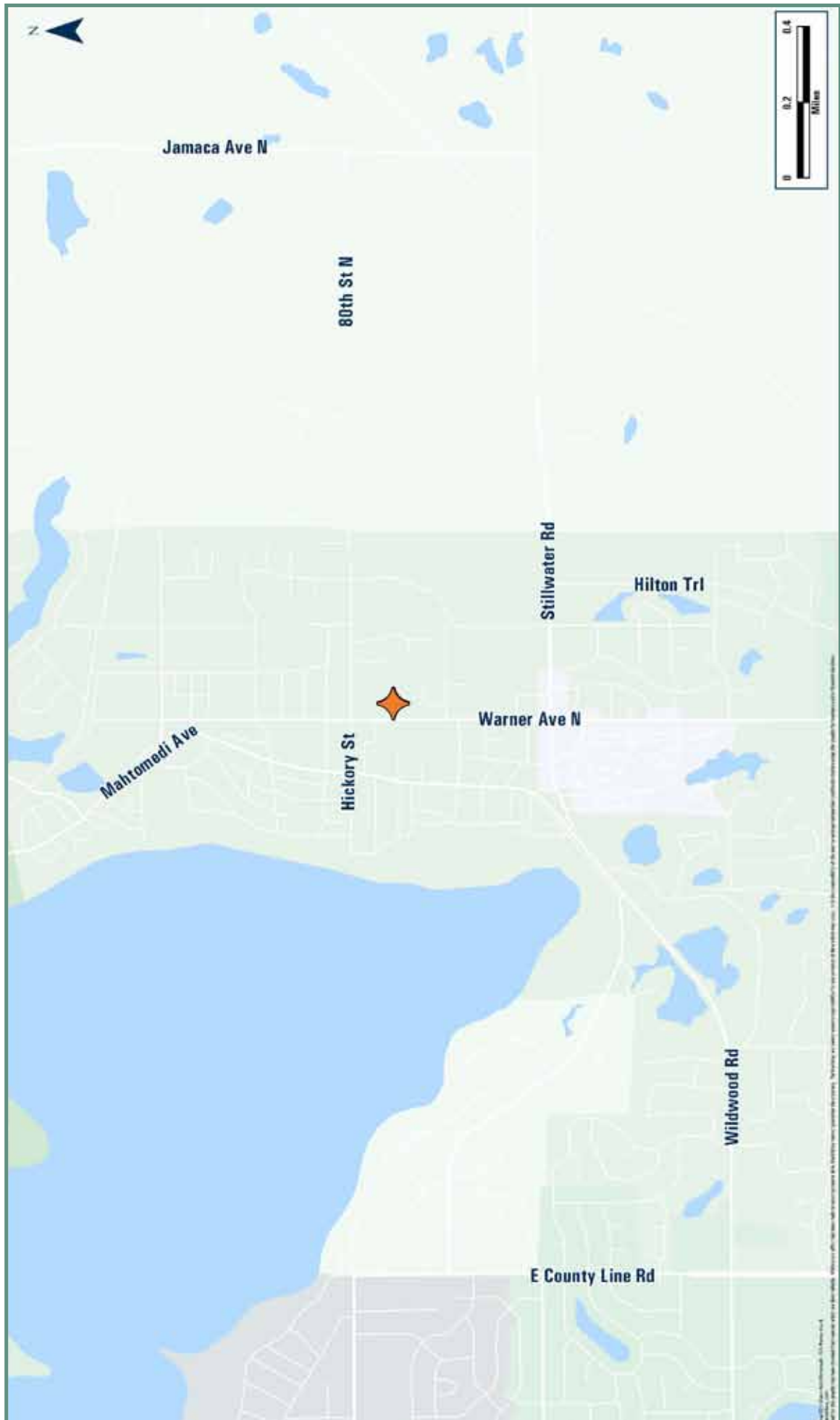
WILDWOOD ELEMENTARY SCHOOL

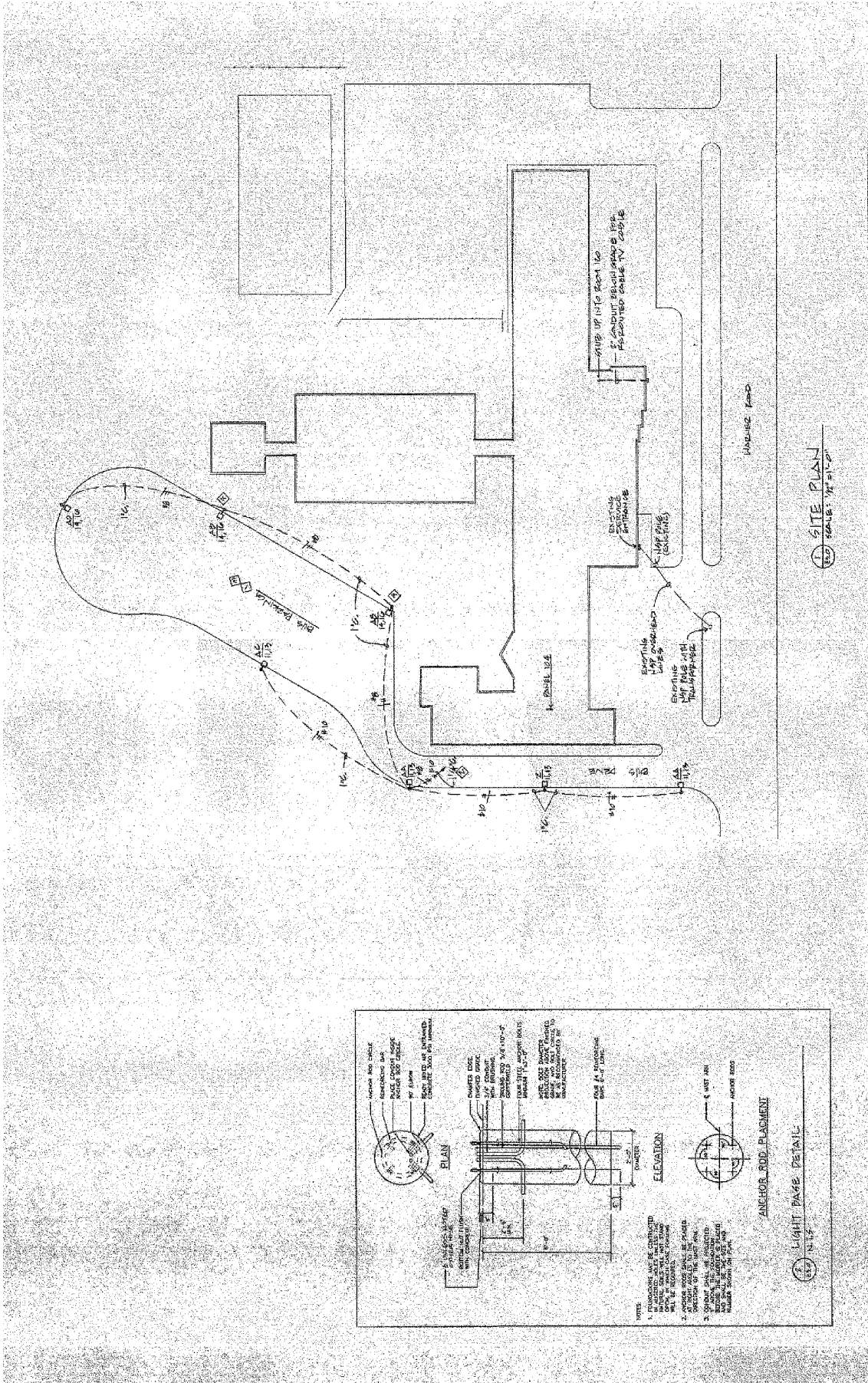




WILDWOOD ELEMENTARY SCHOOL

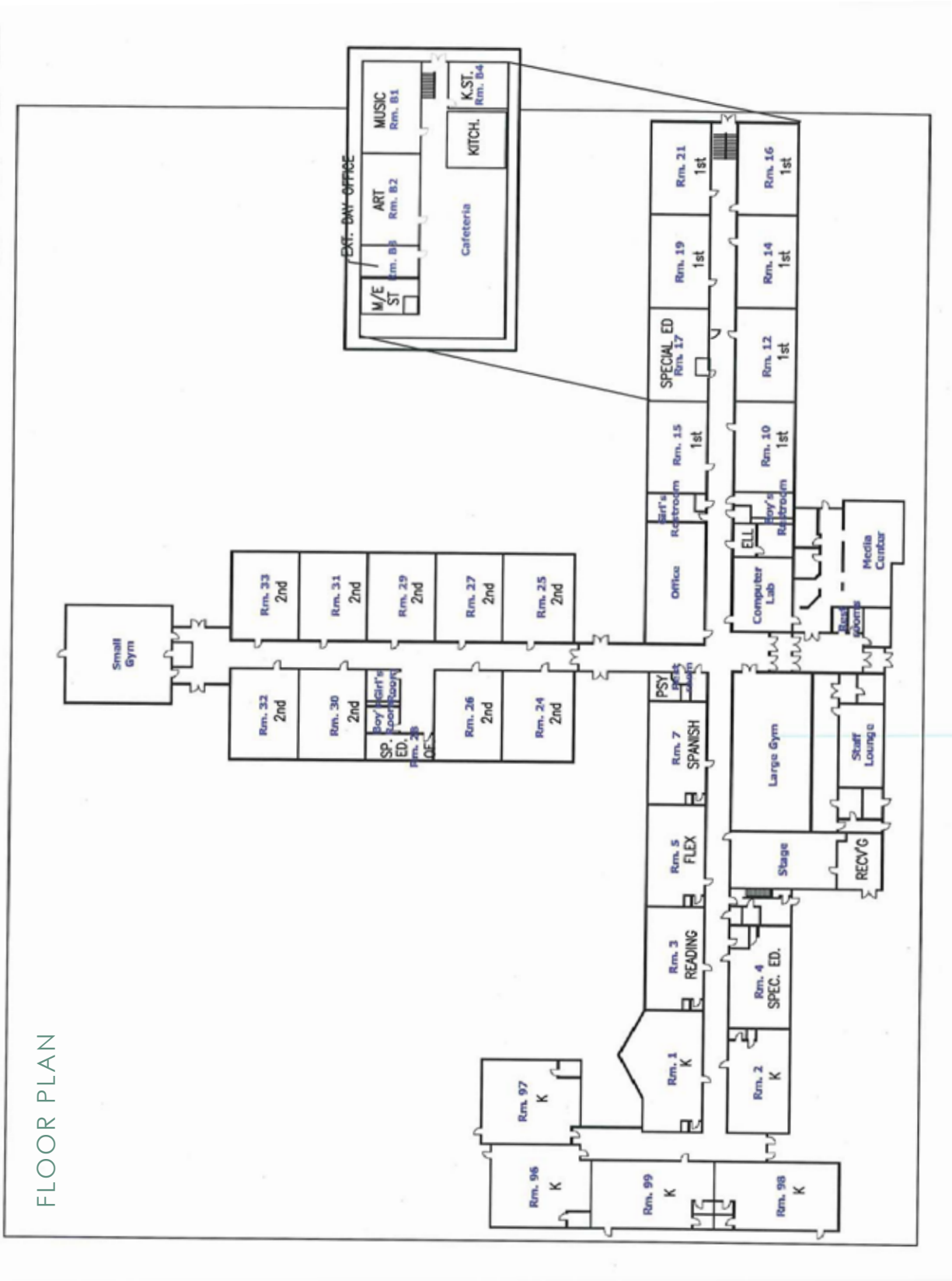






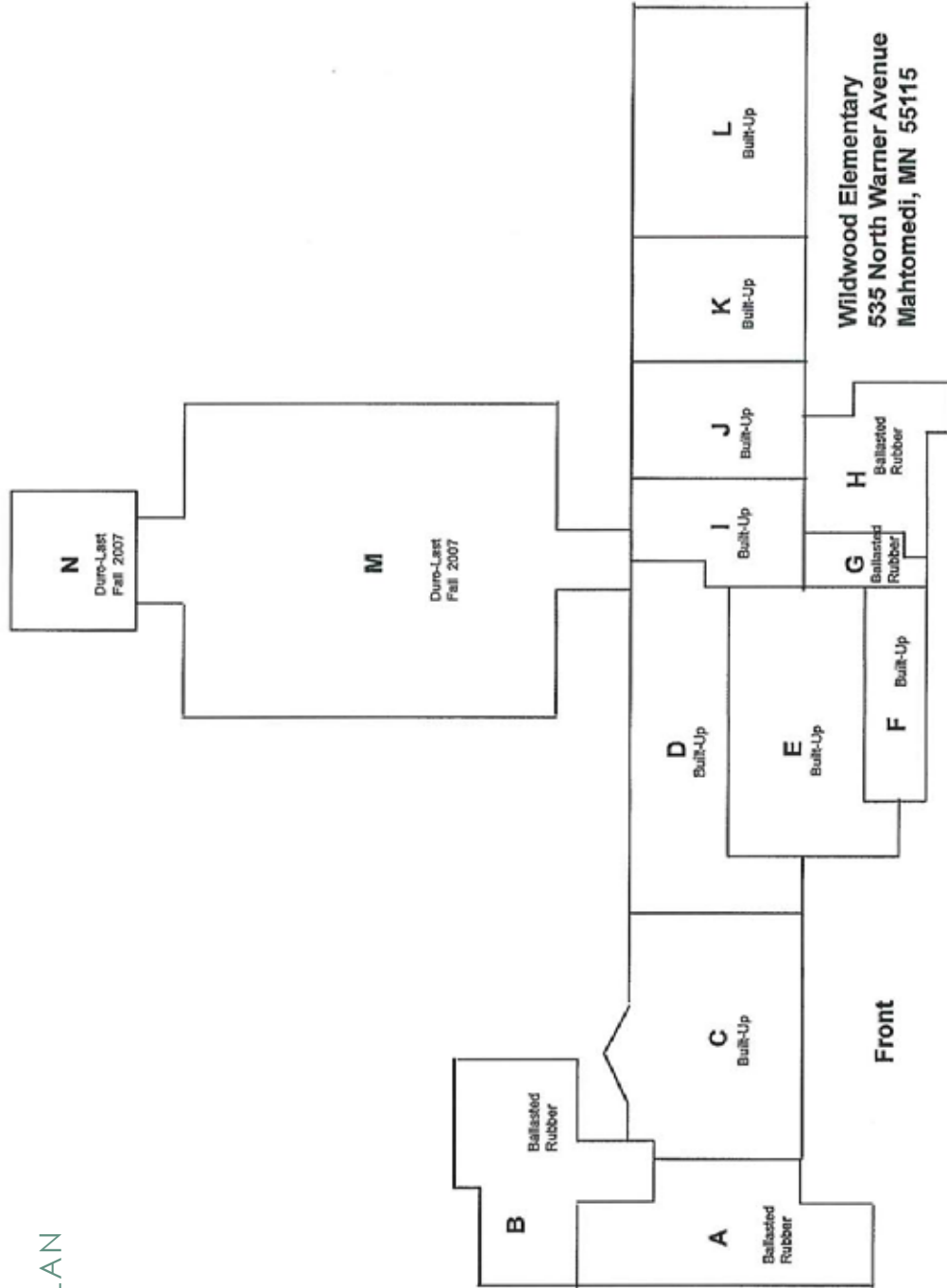


WILDWOOD ELEMENTARY SCHOOL





ROOF PLAN





















Washington County Treasurer

Washington County Treasurer
14949 62nd Street North
P.O. Box 200
Stillwater, MN 55082-0200

Phone: (651) 430-6175
Email: taxes@co.washington.mn.us



Tax Summary

Last Update: 5/9/2011 1:42:03 AM CST

PIN Number: 29.030.21.12.0040

Tax Roll : 1 - Real Property

Current Owner
IND SCH DIST #101
1520 MAHTOMEDI AVE
MAHTOMEDI MN 55115

Property Address
535 WARNER AVE N

Property Description
Section 29 Township 030 Range 021

TAG
5201 MAHTOMEDI-832-RCWS

Unpaid Tax	
Current Tax	\$454.01
Delinquent Tax	\$0.00
Total Unpaid Tax	\$454.01

Class Code
1 - Real Property

Current Year

Tax Year: 2011

Bill Number: 646251

Total Tax & Assessment: \$908.03

Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
INST 1	5/15/2011	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/15/2011	\$454.01	\$0.00	\$0.00	\$454.01
Total Due:					\$454.01

Delinquents

Year	Bill Number	Tax	Penalty/Fee	Interest	Total Due
No Delinquent Records Found					

Payments

Last Paid	Bill Number	Tax Year	Amount Paid	Receipt Number	Paid By
05/06/2011	646251	2011	\$454.02	WC11.16148	
10/11/2010	446493	2010	\$481.72	U10.26036	
05/12/2010	446493	2010	\$481.72	U10.9016	
10/05/2009	68787	2009	\$509.42	U09.10010	
05/01/2009	68787	2009	\$509.42	0535545-001842883	

Tax Assessment for Tax Year 2011

Tax Year 2011

Bill Number: 646251



Class Code 1 - Real Property

Authority

SP CITY OF MAHTOMEDI

The Washington County Property Records and Taxpayer Services Department makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If you have any questions, please contact us at (651)430-6175 or Taxes@co.washinton.mn.us.



Washington County Treasurer

Washington County Treasurer
14949 62nd Street North
P.O. Box 200
Stillwater, MN 55082-0200

Phone: (651) 430-6175
Email: taxes@co.washington.mn.us

 [Return to Summary](#)

Tax Summary

Last Update: 5/9/2011 1:42:03 AM CST

PIN Number: 29.030.21.12.0041

Tax Roll : 1 - Real Property

Current Owner
IND SCH DIST #101
1520 MAHTOMEDI AVE
MAHTOMEDI MN 55115

Property Address
0

Property Description
SubdivisionName LAKEVIEW PT BLKS 10-14 Block 13
SubdivisionCd 87445

TAG
5201 MAHTOMEDI-832-RCWS

Unpaid Tax	
Current Tax	\$525.81
Delinquent Tax	\$0.00
Total Unpaid Tax	\$525.81

Class Code
1 - Real Property

Current Year

Tax Year: 2011

Bill Number: 646980

Total Tax & Assessment: \$1,051.63

Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
INST 1	5/15/2011	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/15/2011	\$525.81	\$0.00	\$0.00	\$525.81
Total Due:					\$525.81

Delinquents

Year	Bill Number	Tax	Penalty/Fee	Interest	Total Due
No Delinquent Records Found					

Payments

Last Paid	Bill Number	Tax Year	Amount Paid	Receipt Number	Paid By
05/06/2011	646980	2011	\$525.82	WC11.16148	
10/11/2010	446703	2010	\$557.90	U10.26036	
05/12/2010	446703	2010	\$557.90	U10.9016	
10/05/2009	69500	2009	\$589.98	U09.10011	
05/01/2009	69500	2009	\$589.98	0535547-001842883	

Tax Assessment for Tax Year **2011**



Tax Year 2011

Bill Number: 646980

Class Code 1 - Real Property

Authority

SP CITY OF MAHTOMEDI

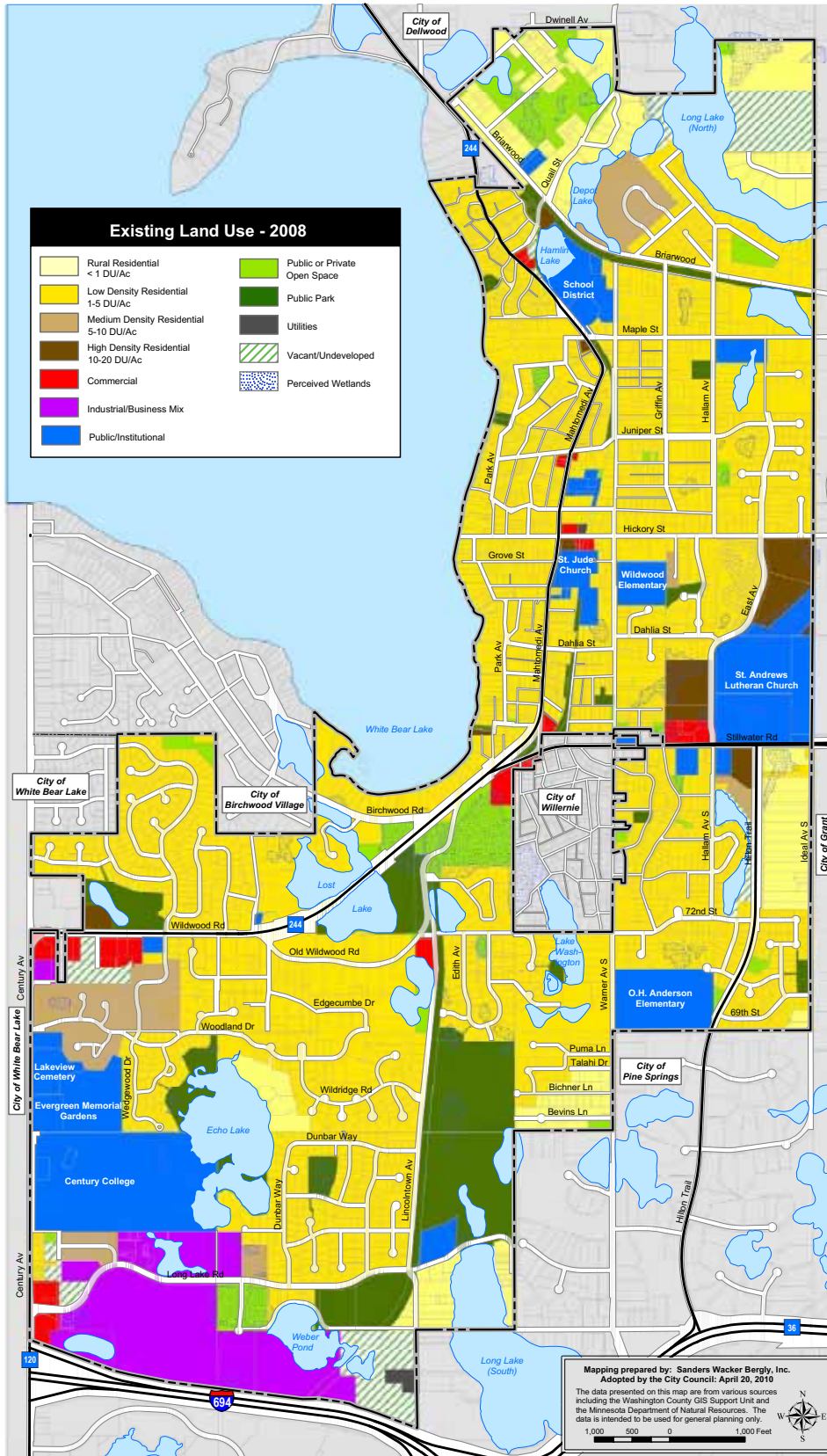
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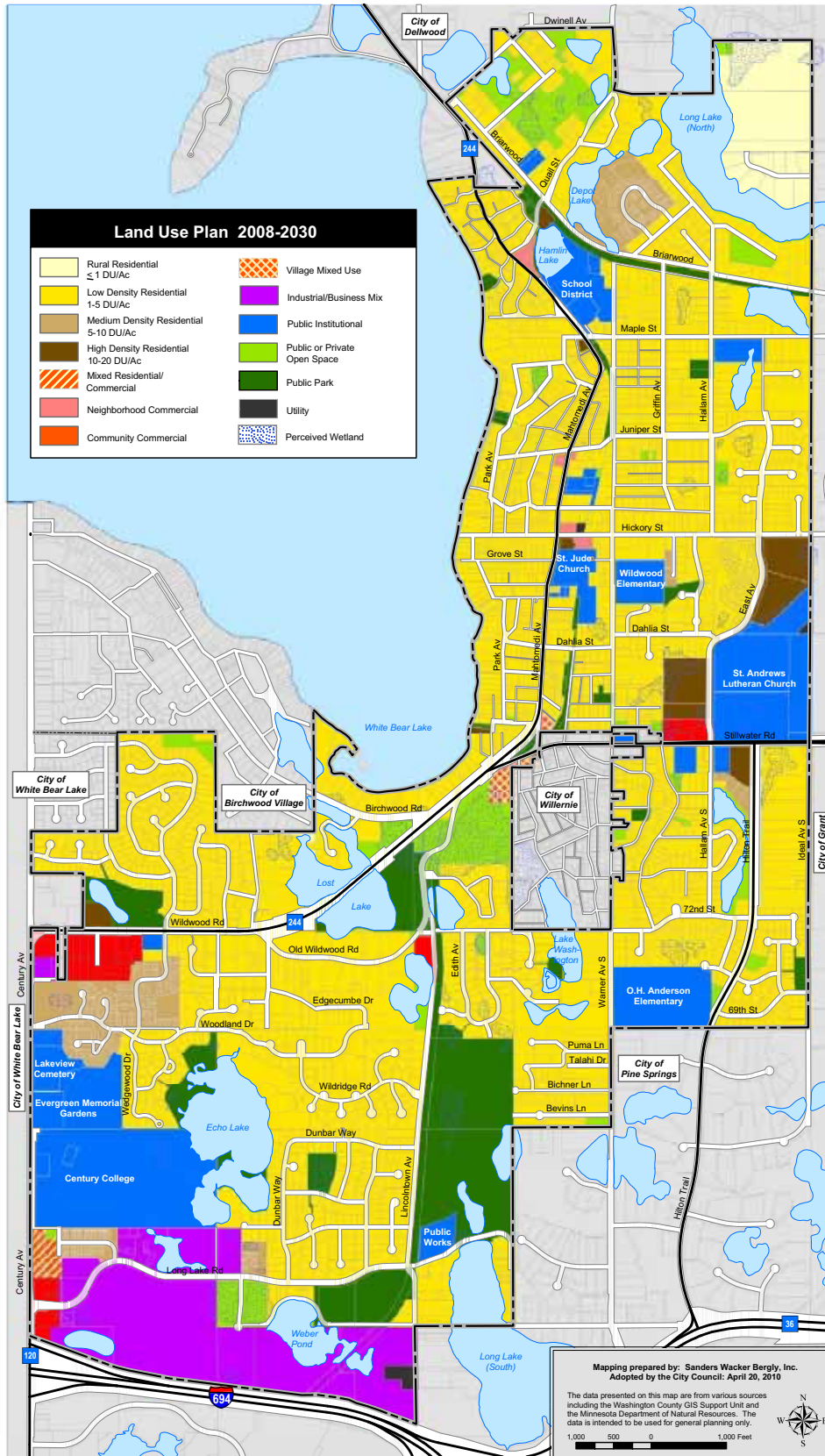


THREE YEAR HISTORY OF COSTS

Need from Client

Square Feet	55,584			
		FY 07-08	FY 08-09	FY 09-10
Total Cost				
Cost per Square Foot				





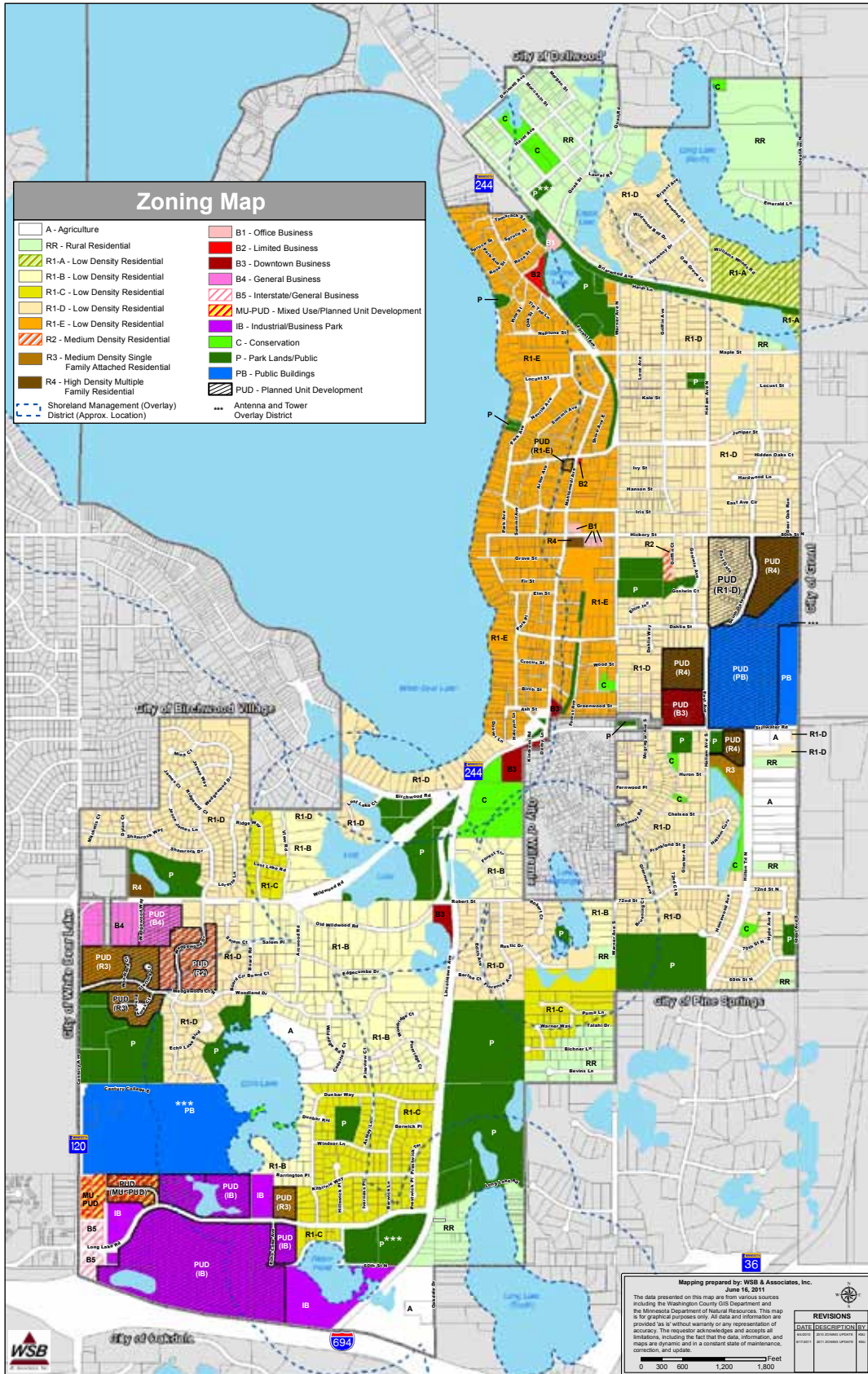




TABLE 3-C: SUMMARY OF PROPOSED LAND USE 2008 – 2030

Within Urban Service Area	Allowed Density Range Housing Units/Acre		Existing (2008) Acres	2010 Acres	2015 Acres	2020 Acres	2025 Acres	2030 Acres	Change 2008-2030 Acres
	Minimum	Maximum							
Residential									
Low Density Residential	N/A	5	866	873	900	929	959	975	109
Medium Density Residential	5	10	60	60	60	60	60	60	0
High Density Residential	10	20	25	25	25	25	25	25	0
Mixed Residential/Commercial	10	20	0	0	0	0	0	5	5
C/I Land Uses									
	Est. Employees/Acre								
Neighborhood Convenience	11*		6	6	6	7	7	7	1
Community Commercial	11*		19	22	25	25	25	25	6
Village Mixed Use	11*		5	5	5	5	5	5	0
Industrial/Business Mix*	11*		103	105	110	115	120	129	26
Extractive	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A
Public/Semi Public Land Uses									
Public/Institutional			215	215	215	215	215	215	0
Parks and Recreation			133	133	133	133	133	133	0
Open Space			59	59	59	59	59	59	0
Roadway Rights of Way			326	326	326	326	326	326	0
Utility			5	5	5	5	5	5	0
Railroad			N/A	N/A	N/A	N/A	N/A	N/A	N/A
Airport			N/A	N/A	N/A	N/A	N/A	N/A	N/A
Subtotal Sewered			1,822	1,834	1,869	1,904	1,939	1,969	147
Outside Urban Service Area									
	Minimum lot size	Maximum lot size	Existing (2008)	2010	2015	2020	2025	2030	Change 2008-2030
Rural Residential 2.5 acres or less	1 Acre	N/A	143	135	115	95	75	55	-88
Rural Residential 2.5 -10 acres	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rural Residential 10-40 acres	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Agricultural 40+ acres	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Subtotal Unsewered			143	135	115	95	75	55	-88
Undeveloped									
Wetlands	--	--	87	87	87	87	87	87	0
Open Water, Rivers and Streams	--	--	284	284	284	284	284	284	0
Vacant/Undeveloped			59	55	40	25	10	0	-59
Total			2,395	2,395	2,395	2,395	2,395	2,395	59

* Employees per acre estimated by dividing the estimated number of employees in 2008 by the estimated acres of existing commercial and industrial uses.



Executive Summary

DEMOGRAPHICS

Mahtomedi - 535 Warner Ave N
-92.9539211529572 45.0631309576596
Rings: 1, 3, 5 miles radii

Prepared By Business Analyst Desktop
Latitude: 45.063131
Longitude: -92.953921

	1 mile	3 miles	5 miles
Population			
1990 Population	4,983	24,799	71,185
2000 Population	5,115	26,272	78,596
2010 Population	5,772	27,697	84,246
2015 Population	5,984	28,237	85,709
1990-2000 Annual Rate	0.26%	0.58%	1.00%
2000-2010 Annual Rate	1.19%	0.52%	0.68%
2010-2015 Annual Rate	0.72%	0.39%	0.35%
2010 Male Population	49.1%	48.8%	48.6%
2010 Female Population	50.9%	51.2%	51.4%
2010 Median Age	38.4	42.0	40.0

In the identified market area, the current year population is 84,246. In 2000, the Census count in the market area was 78,596. The rate of change since 2000 was 0.68 percent annually. The five-year projection for the population in the market area is 85,709, representing a change of 0.35 percent annually from 2010 to 2015. Currently, the population is 48.6 percent male and 51.4 percent female.

Population by Employment

Currently, 92.5 percent of the civilian labor force in the identified market area is employed and 7.5 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 94.0 percent of the civilian labor force, and unemployment will be 6.0 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent, and 8.8 percent will be unemployed. In 2000, 72.5 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.0 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 69.8 percent in white collar jobs (compared to 61.6 percent of the U.S. employment)
- 13.8 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 16.4 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 83.2 percent of the market area population drove alone to work, and 3.9 percent worked at home. The average travel time to work in 2000 was 22.8 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Population by Education

In the current year, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 5.3 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 24.0 percent were high school graduates only (29.6 percent in the U.S.)
- 9.3 percent had completed an Associate degree (7.7 percent in the U.S.)
- 26.4 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 11.9 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

Per Capita Income

1990 Per Capita Income	\$21,005	\$20,244	\$17,929
2000 Per Capita Income	\$28,557	\$29,714	\$27,143
2010 Per Capita Income	\$34,882	\$37,219	\$35,533
2015 Per Capita Income	\$40,995	\$42,697	\$40,690
1990-2000 Annual Rate	3.12%	3.91%	4.23%
2000-2010 Annual Rate	1.97%	2.22%	2.66%
2010-2015 Annual Rate	3.28%	2.78%	2.75%

Households

1990 Households	1,757	8,565	25,128
2000 Households	1,824	9,450	29,437
2010 Total Households	2,118	10,243	32,391
2015 Total Households	2,217	10,515	33,138
1990-2000 Annual Rate	0.37%	0.99%	1.60%
2000-2010 Annual Rate	1.47%	0.79%	0.94%
2010-2015 Annual Rate	0.92%	0.53%	0.46%
2010 Average Household Size	2.71	2.69	2.58

The household count in this market area has changed from 29,437 in 2000 to 32,391 in the current year, a change of 0.94 percent annually. The five-year projection of households is 33,138, a change of 0.46 percent annually from the current year total. Average household size is currently 2.58, compared to 2.65 in the year 2000. The number of families in the current year is 22,978 in the market area.

Data Note: Income is expressed in current dollars

Source: U.S. Bureau and Census, 2000 Census of Population and Housing, ESRI forecast for 2010 and 2015. ESRI converted 1990 Census data into 2000 geography.

August 19, 2011

Made with ESRI Business Analyst

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Page 1 of 2



Executive Summary

DEMOGRAPHICS

Mahtomedi - 535 Warner Ave N
 -92.9539211529572 45.0631309576596
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Prepared By Business Analyst Desktop
 Latitude: 45.063131
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	1 mile	3 miles	5 miles
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Households by Income

Current median household income is \$77,448 in the market area, compared to \$54,442 for all U.S. households. Median household income is projected to be \$91,046 in five years. In 2000, median household income was \$59,028.

Current average household income is \$91,677 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$104,420 in five years. In 2000, average household income was \$71,665, compared to \$50,522 in 1990.

Current per capita income is \$35,533 in the market area, compared to the U.S. per capita income of \$26,739. The per capita income is projected to be \$40,690 in five years. In 2000, the per capita income was \$27,143, compared to \$17,929 in 1990.

Median Household Income

2000 Median Household Income	\$60,172	\$63,311	\$59,028
2010 Median Household Income	\$76,838	\$81,317	\$77,448
2015 Median Household Income	\$96,546	\$98,025	\$91,046
2000-2010 Annual Rate	2.41%	2.47%	2.69%
2010-2015 Annual Rate	4.67%	3.81%	3.29%

Average Household Income

1990 Average Household Income	\$62,474	\$58,911	\$50,522
2000 Average Household Income	\$82,250	\$81,475	\$71,665
2010 Average Household Income	\$96,183	\$99,821	\$91,677
2015 Average Household Income	\$111,872	\$113,695	\$104,420
1990-2000 Annual Rate	2.79%	3.30%	3.56%
2000-2010 Annual Rate	1.54%	2.00%	2.43%
2010-2015 Annual Rate	3.07%	2.64%	2.64%

2010 Housing

1990 Total Housing Units	1,820	8,798	25,968
2000 Total Housing Units	1,868	9,652	29,991
2010 Total Housing Units	2,206	10,715	33,784
2015 Total Housing Units	2,350	11,160	34,989
1990 Owner Occupied Housing Units	1,531	7,491	20,046
1990 Renter Occupied Housing Units	226	1,074	5,082
1990 Vacant Housing Units	66	236	832
2000 Owner Occupied Housing Units	1,563	8,318	23,757
2000 Renter Occupied Housing Units	261	1,132	5,680
2000 Vacant Housing Units	45	206	539
2010 Owner Occupied Housing Units	1,760	8,865	25,840
2010 Renter Occupied Housing Units	357	1,378	6,551
2010 Vacant Housing Units	88	472	1,394
2015 Owner Occupied Housing Units	1,830	9,096	26,444
2015 Renter Occupied Housing Units	387	1,419	6,694
2015 Vacant Housing Units	133	645	1,851

Currently, 76.5 percent of the 33,784 housing units in the market area are owner occupied; 19.4 percent, renter occupied; and 4.1 are vacant. In 2000, there were 29,991 housing units - 79.2 percent owner occupied, 18.9 percent renter occupied, and 1.8 percent vacant. The rate of change in housing units since 2000 is 1.17 percent. Median home value in the market area is \$190,663, compared to a median home value of \$157,913 for the U.S. In five years, median value is projected to change by 2.83 percent annually to \$219,163. From 2000 to the current year, median home value change by 2.91 percent annually.

Data Note: Income is expressed in current dollars
 Source: U.S. Bureau and Census, 2000 Census of Population and Housing, ESRI forecast for 2010 and 2015. ESRI converted 1990 Census data into 2000 geography.

August 19, 2011

Made with ESRI Business Analyst



TWIN CITIES OVERVIEW

Anchored by Minneapolis and St. Paul, the Twin Cities MSA is one of the most economically diverse and culturally vibrant regions in the country. Situated on the banks of the Mississippi River and spanning 2,800 miles, the Twin Cities represents the geographic, economic, and cultural center in the Upper Midwest, and is the primary business area between Chicago and Seattle. The 13-county MSA is home to a growing population of more than three million people. Minneapolis, with the Federal Reserve Bank and bustling CBD, serves as the business and financial hub. St. Paul plays an important role in guiding the future of this dynamic community, serving as the capital of Minnesota, the center of government, and as the historical and cultural heart of region.

Traditionally, Minneapolis and St. Paul were growth hubs for manufacturing industries such as lumber, milling, railways, agriculture and commercial trade. As opportunities developed in the service industry, the Twin Cities' economy transitioned from industry-based to a service and technology base. As a result, Twin Cities residents are offered a multitude of employment opportunities in a variety of industries, including professional services, education, health care, technology, manufacturing, financial services, retail, trade, scientific and bio technology, and high value-add services. Substantial resources are being invested in the next wave of opportunities: knowledge-based service entities.

Presently, the Twin Cities is home to 20 Fortune 500 companies and 10 of Forbes Magazine's largest private companies, a number that has continued to grow in recent years. The area also contains one of the highest concentrations of high-technology firms in the country; it is one of the country's major centers of medical high-technology industry. The University of Minnesota, located in the Twin Cities, as well as other educational institutions, facilitate access to engineers, scientists, and applied research for more than 1,300 technology intensive companies in the area. Industrial, agricultural and manufacturing firms are also highly prevalent in the metro area.





TWIN CITIES OVERVIEW - CONTINUED

The Twin Cities' remarkably diversified economy has shown resistance to the economic downturns that have affected the overall nation, as no single industry dominates the local economy. This resiliency has allowed a broad cross-section of industries to flourish throughout the Twin Cities MSA. In addition to its economic stability, the workforce in the Twin Cities is one of the most educated in the country and has expected growth rates of 5.3% by 2012.

These factors have not gone unnoticed: MarketWatch recognized the region's low jobless rate and economic resiliency by naming the Twin Cities the nation's best metro area for business two years in a row. Minneapolis was also named a 2010 "Top Ten

Boom Town" by CBS' Business Network and listed as one of the "Next Cities for Young, Talented Workers" released in 2009.

As the center of business in the Upper Midwest, Minneapolis and St. Paul represent the economic interests of the region. The Bureau of Economic Analysis includes Minnesota among the Great Plains states of Iowa, Kansas, Missouri, Nebraska and the Dakota's. Among this group, Minnesota has consistently been among the states with the highest GDP. Additionally, as a testament to the city's financial success and stability, Minneapolis is home to one of the nation's twelve Federal Reserve Banks.



POPULATION

Minneapolis/St. Paul comprises the nation's 16th largest MSA. Today, approximately three million people live within the thirteen-county MSA. The Twin Cities boasts a young population with a median age at 32.3 years, which is one of the lowest median age statistics among the 25 largest metropolitan areas in the U.S. Approximately 60% of the State of Minnesota's residents live within the Twin Cities MSA. Population is

growing steadily, a rarity for northern U.S. metropolitan cities. The Twin Cities population grew 6.4% from 1995-2005, demonstrating its number one ranking as the fastest growing Midwestern city. The Metropolitan Council, the regional quasi-governmental planning agency serving the Twin Cities MSA, projects the population of the Twin Cities MSA to increase by 31.5% by 2030, or approximately one million people.



INCOME AND EMPLOYMENT

The region’s educated workforce in conjunction with a high labor force participation rate has boosted the Twin Cities’ employment and personal income rates. Almost half of industry employment is concentrated in high value-add activities such as computer, device and electronics production and fabrication of high-end equipment. These activities require a highly-skilled workforce and generate above-average returns to labor. A significant component of the workforce is employed in knowledge-based service industries such as health care, biotechnology, and professional services.

The Twin Cities continually maintains a lower unemployment rate, currently near 6.8%, relative to the rest of the U.S. Per capita income continues to be higher than that of the region as well as the U.S. average. The Twin Cities’ MSA ranks fifth nationally in per capita income behind the gateway cities of San Francisco, New York, Washington DC, and San Jose.

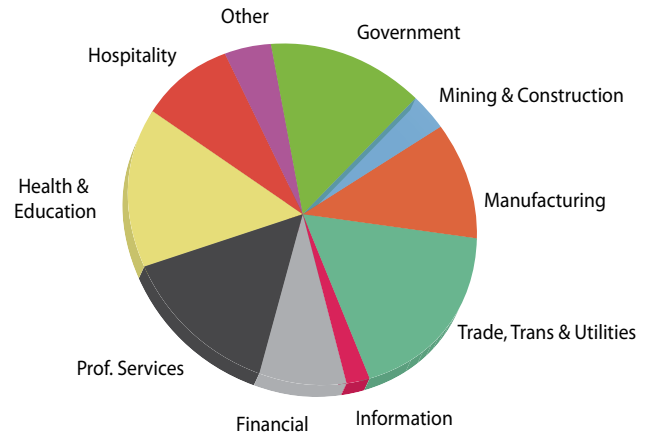
EDUCATION

The Twin Cities garnered high marks as a mecca for the young and talented in *The Rise of the Creative Class*, a recent book by Carnegie Mellon University Professor Richard Florida. Professor Florida’s landmark findings highlight the Twin Cities as a national model for creating an open, inclusive culture that distinctly appeals to the economically and socially vital “creative class” of highly educated, mobile urban dwellers.

Education is taken very seriously in Minnesota. Minneapolis/ St. Paul ranks in the top five cities in the U.S. in the percentage of the population with at least a bachelor degree and in the top three cities in the nation for high school graduation rates (at 91%).

Within the Twin Cities MSA, there are twelve four-year colleges and universities, six community colleges, and nine technical institutes. In addition, the region’s educational powerhouse, the University of Minnesota, is a major research institution pioneering advances in medicine, engineering and computer science. There are over 40,000 full-time students at the University of Minnesota with main campuses in both Minneapolis and St. Paul.

Minneapolis/St. Paul Employment by Sector



The many thriving economic industries in Minneapolis and St. Paul are financially supported by local, regional, national and international business opportunities. The above graph details Twin Cities' employment by sector.





TRANSPORTATION

Major interstate highways serving the Twin Cities include I-35 (north/south), I-94 (east/west), and Interstate 494/694, the beltway encompassing the Twin Cities metro area. Six railroads and 18 passenger airlines serve the area. The highly accessible Minneapolis/St. Paul International Airport is the 13th busiest airport in the country.

The Twin Cities are located at the head of navigation on the Mississippi River and serve as the world’s largest grain trading center. These attributes allow the area to support a sizeable barge industry. The river ports handle more than 11 million tons of cargo annually.

Minnesota’s first Light Rail Transit (LRT) line began operations in 2004. The line connects downtown Minneapolis with residential neighborhoods, the Minneapolis/St. Paul International Airport, and the Mall of America in Bloomington. The line has proven successful beyond original estimates and is planned to be expanded in the coming years.



CORPORATE PRESENCE

The Twin Cities boast one of the largest commercial centers in the United States. Twenty Fortune 500 companies keep their global headquarters in the Twin Cities, the 8th heaviest concentration in the country. Another 13 Twin Cities-based companies are included in the Fortune 1000 ranking. The Twin

Cities are home to numerous privately held global companies including Carlson Companies and Cargill. The diversity, stability, and growth of these large corporations have spawned significant opportunities for entrepreneurial activity in small and medium-sized companies.

TWIN CITIES FORTUNE 500 COMPANIES

Rank	Company	Revenues (million)
22	UnitedHealth Group	\$94,155
33	Target	\$67,390
47	Best Buy	\$49,694
61	Supervalu	\$40,597
97	3M	\$26,662
103	CHS	\$25,267
126	U.S. Bancorp	\$20,518
158	Medtronic	\$15,817
166	General Mills	\$14,796
218	Land O’Lakes	\$11,146

Rank	Company	Revenues (million)
237	Xcel Energy	\$10,310
246	Ameriprise Financial	\$10,046
265	C.H. Robinson Worldwide	\$9,274
318	Thrivent Financial for Lutherans	\$7,470
325	Hormel Foods	\$7,220
346	Mosaic	\$6,759
378	Ecolab	\$6,089
436	St. Jude Medical	\$5,164
449	Nash-Finch	\$4,992
472	Alliant Techsystems	\$4,807

Source: FORTUNE Magazine 2011



QUALITY OF LIFE

A stable economy, well-educated population with healthy business and household balance sheets, and effective public sector management contribute to an outstanding quality of life in the Twin Cities.

The arts have an important cultural, social, and economic impact on life in the Twin Cities. Minneapolis/St. Paul boasts more live theater events per capita than any city except New York in the United States.

Recent additions or expansions include an expanded Walker Art Center, a new Guthrie Theater, new Minneapolis Public Library, and world-class concerts at the Minnesota and St. Paul Orchestras.



The stories of Minnesota’s extreme climate are often exaggerated. Annual precipitation of 27 inches is less than Boston, Chicago, Dallas, or New York. Residents here actively embrace all seasons.

Outdoor amenities and events abound. While Minnesota calls itself the “Land of 10,000 Lakes”, it actually offers more than 15,000 lakes including more than 1,000 in the Twin Cities metro area alone, supported by one of the most extensive park and recreation systems in the U.S. Minnesota is truly a state for all seasons.

For the eighth year in a row, Minnesota was ranked as a “Most Livable State” by Morgan Quitno Press, an independent research publishing company that comprehensively evaluates communities on 44 factors including education, income, growth, crime, etc.

The Twin Cities offers a full range of professional sports with Twin’s baseball, Timberwolve’s basketball, Minnesota Lynx women’s basketball, Minnesota Wild hockey, and Viking’s football, in addition to Big Ten college sports at the University of Minnesota.





LIMITATIONS

This is a confidential Real Estate Offering intended solely for your limited use and benefit in determining whether you desire to express any further interest in purchasing the Wildwood Elementary School property (the "Property").

This Real Estate Offering was prepared by NorthMarq Real Estate Services and has been reviewed by representatives of the Owner. It contains selected information pertaining to the Property and does not purport to be all-inclusive or to contain all of the information that a prospective purchaser may desire. All financial projections are provided for general reference purposes only as they are based on assumptions relating to the general economy, competition, and other factors beyond the Owner's control and, therefore, are subject to material variation. Additional information and an opportunity to inspect the Property will be made available to interested and qualified prospective purchasers. Neither the Owner nor NorthMarq Real Estate Services has made any representation or warranty, expressed or implied, as to the accuracy or completeness of this brochure or its contents.

The Owner and NorthMarq Real Estate Services expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers to purchase the Property and/or to terminate discussions with any entity at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing this brochure or making an offer to purchase the Property unless and until written agreement(s) for the purchase of the Property has (have) been fully executed, delivered and approved by the Owner and any conditions to the Owner's obligations thereunder have been satisfied.

By receipt of this Real Estate Offering, you agree that this brochure and its contents are of a confidential nature, that you will hold and treat it in the strictest confidence and that you will not disclose this brochure

or any of its contents to any other entity without the prior written authorization of the Owner or NorthMarq Real Estate Services nor will you use this brochure or any of its contents in any fashion or manner detrimental to the interest of the Owner.

In the Real Estate Offering, several documents, including leases, are described in summary form. The summaries do not purport to be complete nor, necessarily accurate descriptions of the full agreements involved. Interested parties are expected to review independently all such documents as to their accuracy and completeness.

The terms and conditions stated in this section will relate to all of the sections of this Real Estate Offering as if stated independently therein.

This Real Estate Offering shall not be deemed an indication of the state of affairs of the Property or the Owner, nor constitute an indication that there has been no change in the business or affairs of the Property or the Owner since the date of preparation of this Real Estate Offering.

If, after reviewing this Real Estate Offering, you have no further interest in pursuing the purchase of the Property, kindly return this brochure to NorthMarq Real Estate Services at your earliest possible convenience. Photocopying or other duplication is not authorized.

AGREEMENT FOR POLICY CUSTOMIZATION SERVICES

This Agreement, made and entered into this _____ day of _____ 2011, by and between the **Minnesota School Boards Association, a Minnesota non-profit corporation (“Association”)** and **Independent School District No. 832, Mahtomedi (“District”)**, is for policy customization services. In consideration of the mutual promises contained herein, and other good and valuable consideration, the **Association** and the **District** agree as follows:

The Association agrees to provide the District with the services of a Policy Consultant who will develop with the school board and the superintendent a customized policy manual. The Policy Consultant will do the following, to the extent he or she deems necessary:

- ☞ Review existing Board policies, as well as other School District documents and contracts. The review of School District documents and contracts is solely for the purpose of insuring consistency. No analysis of contracts shall be provided.
- ☞ Meet and/or confer with the Board and/or its designee for the purpose of assisting and advising the Board and/or its designee during the customization process.
- ☞ Customize the Board’s existing Policy Reference Manual as stated in Exhibit A, which is attached and incorporated by reference herein.

The District agrees that it will do the following:

- ☞ Provide the Association’s Policy Consultant with the Board’s existing policies, as well as other materials as requested, within 30 days after the Policy Consultant makes a written request.
- ☞ Furnish assistance and information to the Policy Consultant during the policy manual development as requested and in a timely manner.
- ☞ Hold the Association harmless for any damage caused by any policy, contract, advice, or other consulting services rendered pursuant to this Agreement.

The District further agrees to pay to the Association the sum of **\$3,950** according to the following schedule:

50% due upon return of this Agreement	\$1,975
50% due upon receipt of the draft manual	\$1,975

In witness whereof, the parties hereto have executed this Agreement as of the date first written above.

Minnesota School Boards Association

Independent School District No. 832, Mahtomedi

By: _____

By: _____

Robert E. Meeks
Executive Director

Name: _____
Title: Chairman of the Board

By: _____

Name: _____
Title: Clerk

EXHIBIT "A"

CUSTOM POLICY SERVICES

In providing MSBA's Custom Policy Services, MSBA's Policy Consultant or his/her designee will do the following:

Confer with the School Board or its designee to explain what the custom policy service provides and to ascertain what the Board desires with respect to this service.

Have District send copies of all relevant documents to MSBA Policy Consultant.

Ascertain past practices that may have a policy impact.

Review Board minutes from the past five years looking for actions with a policy impact.

Review existing Board policies, collective bargaining agreements, and handbooks noting:

- * Statements of policy that are not supported by an actual adopted Board policy.
- * Conflicts in language between/among policies, handbooks, and labor agreements.
- * Organization for ease of use.
- * Good policies (i.e. clear, concise, legal).
- * Areas where policies are needed to state the Board's expectations more clearly and efficiently.
- * Areas where policies are needed to meet state/federal requirements.

Dovetail District policies with MSBA model policies. District policies not contained in the MSBA policy manual are reviewed for compliance with current federal and state requirements and consistency in use of terms. Those policies are then added to the District's new policy manual.

Number all policies in accordance with the MSBA policy system.

Provide the Board with one draft copy of the new policy manual.
(Note: extensive re-writing may require additional costs.)

Confer with the Board and/or its designee to go through the new policy manual and explain what changes were made, answer questions, etc.

Perform editing services on the policy manual draft copy within 180 days following delivery of the draft copy of the policy manual. Deliver final copy of the revised policy manual to the District along with the electronic files.

Evaluation of the Superintendent

Please circle the appropriate performance score with 10 being the most skilled and 1 being the least skilled. A score of 1 indicates the performance of this behavior is essentially poor, a 10 indicates exceptional performance. (If you lack sufficient knowledge to evaluate an area, or if it is not applicable, please select "N" for that competency.)

How well does this person perform this competency? Please use the following scale for your evaluation:

- | | |
|---|--|
| (9-10) An Outstanding Skill - | This superintendent consistently exceeds behavior and skills expectations in this area. |
| (7-8) A Strength - | The superintendent meets most and exceeds some of the behavior and skills expectations in this area. |
| (5-6) Average, Meets Expectations - | The superintendent meets a majority of the behavior and skills expectations in this area. |
| (3-4) Not a Strength - | The superintendent meets some behavior and skills expectations in this area but sometimes falls short. |
| (1-2) Least Skilled - | The superintendent consistently fails to reach behavior and skills expectations in this area. |
| (N) "Not Applicable" or "Not observed" | |

LEADERSHIP

- | | |
|---|-------------------------------|
| 1. Leads by example
Guides, directs, and positively affects the actions and results of individuals and groups. Serves as a spokesperson for the school district. Models appropriate value systems, ethics and and moral leadership. | N 1 2 3 4 5 6 7 8 9 10 |
| 2. Displays a sense of mission and vision
Promotes the school district's stated mission, beliefs/philosophy, vision and exit expectations. | N 1 2 3 4 5 6 7 8 9 10 |
| 3. Promotes high standards
Empowers others to reach high levels of performance. Establishes and communicates goals and high standards for self and others. | N 1 2 3 4 5 6 7 8 9 10 |

- 4. Delegates and shares power and responsibility** N 1 2 3 4 5 6 7 8 9 10
Delegates responsibility and authority appropriately. Directs, coaches and supports independent action while following up to ensure results.
- 5. Recognizes and credits others for their professional efforts** N 1 2 3 4 5 6 7 8 9 10
Publicly acknowledges contributions of others; speaks of staff in positive terms; seeks and shares the expertise of others.

POLICY AND GOVERNANCE

- 6. Recommends policies to the board** N 1 2 3 4 5 6 7 8 9 10
Continually reviews the need for policies and takes the initiative in recommending policies for school board adoption.
- 7. Implements board policies** N 1 2 3 4 5 6 7 8 9 10
Implements policies once they are adopted.
- 8. Is knowledgeable about special education** N 1 2 3 4 5 6 7 8 9 10
Has the requisite knowledge base to administer the special education program.
- 9. Leads collective bargaining process** N 1 2 3 4 5 6 7 8 9 10
Provides guidance to the school board in contract talks with certified and classified staff.

COMMUNICATION AND COMMUNITY RELATIONS

- 10. Communicates effectively with constituencies** N 1 2 3 4 5 6 7 8 9 10
Communicates effectively with administrators, teachers, school board, parents and community. Seeks input and feedback, provides information in a timely fashion, and expresses ideas in a clear and effective manner.
- 11. Articulates needs of the school system** N 1 2 3 4 5 6 7 8 9 10
Communicates clearly and forcefully the needs of the school system.
- 12. Actively listens and provides appropriate feedback** N 1 2 3 4 5 6 7 8 9 10
Provides supportive environment for expressing and clarifying ideas and suggestions and for clearly articulating perceived problems and/or solutions.

13. Develops positive public relations N 1 2 3 4 5 6 7 8 9 10
Articulates district purpose and practices to the community and media. Requests and responds to community feedback. Applies communications skills to strengthen community support. Maintains effective relationships with the news media.

14. Builds coalitions/consensus N 1 2 3 4 5 6 7 8 9 10
Builds coalitions with city government and community boards to gain financial and programmatic support. Demonstrates consensus building and conflict mediation. Balances community demands in the best interest of children.

ORGANIZATIONAL MANAGEMENT

15. Works collaboratively N 1 2 3 4 5 6 7 8 9 10
Fosters a participatory management process. Develops and maintains smooth and effective working relationships by promoting good morale and loyalty with members of the school community.

16. Plans, organizes and follows through effectively N 1 2 3 4 5 6 7 8 9 10
Prioritizes tasks, foresees problem areas and seeks strategies to address the problems.

17. Applies problem solving process N 1 2 3 4 5 6 7 8 9 10
Seeks appropriate input from all involved and takes into account all relevant information as part of the problem solving process.

CURRICULUM DEVELOPMENT AND INSTRUCTIONAL MANAGEMENT

18. Supports curriculum development, implementation and assessment N 1 2 3 4 5 6 7 8 9 10
Encourages varied and appropriate methods for designing curriculum. Supports the development of strategic plans to put the curriculum and assessment plans into practice. Monitors student achievement. Develops and implements content standards.

19. Supports training N 1 2 3 4 5 6 7 8 9 10
Monitors staff training needs and supports training programs and materials to improve curricular and assessment needs. Establishes the proper use of learning and information technologies.

HUMAN RESOURCE MANAGEMENT

- | | |
|--|-------------------------------|
| 20. Hiring practices
Develops and implements approaches to attract highly qualified professionals to the district. Provides candidates, and new hires, with information relative to the mission, beliefs/philosophy, vision, exit expectations and goals of the school district. | N 1 2 3 4 5 6 7 8 9 10 |
| 21. Motivates others
Provides recognition, encouragement and constructive criticism. | N 1 2 3 4 5 6 7 8 9 10 |
| 22. Fosters team-building
Stretches the abilities of team members, encourages educated risk taking and supports team objectives. | N 1 2 3 4 5 6 7 8 9 10 |
| 23. Is creative and innovative
Consistently looks for better ways of doing things – is willing to take risks and encourage positive change. | N 1 2 3 4 5 6 7 8 9 10 |

COMMENTS:

PERFORMANCE APPRAISAL OF THE SUPERINTENDENT

GENERAL COMPETENCIES

Date:	Evaluation of:
Evaluator:	
Appraisal Period: From	through

Listed below are eight performance responsibilities of the position of Superintendent. After each responsibility, performance indicators are listed. The blanks to the left of the indicators are to help in your ranking. Then rate each of the eight performance areas by circling the appropriate response.

- 4 Indicates superior performance
- 3 Indicates good performance, meets expectations
- 2 Indicates performance is below an expected level of competent, successful work
- 1 Indicates performance is not acceptable; improvement is required.
- N Not able to observe, insufficient information to evaluate

1. Board Relations

- _____ 1.1 Prepares carefully for board meetings.
- _____ 1.2 Plans board agendas in consultation with board chair.
- _____ 1.3 Offers professional advice to the board on items requiring board action, with appropriate recommendations, based on thorough study and analysis.
- _____ 1.4 Keeps the board informed on educational trends, issues, needs, and operations of the school system.
- _____ 1.5 Responds to concerns of board members.
- _____ 1.6 Supports and maintains professional working relationships among board members.
- _____ 1.7 Accepts responsibility for maintaining liaison between the board and personnel, working toward a high degree of understanding and respect between both.
- _____ 1.8 Interprets and supports district policy and board actions to the public and staff.

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

2. Community Relationships

- _____ 2.1 Gives attention to problems and opinions of all groups and individuals.
- _____ 2.2 Seeks ways to meaningfully involve parents, students, and the community in the schools.
- _____ 2.3 Gains respect and support of the community on the conduct of the school operation.
- _____ 2.4 Participates in various civic, service, and community groups as a means of promoting understanding and support for district goals and programs.
- _____ 2.5 Maintains effective relationships with the media.
- _____ 2.6 Represents the school district as an effective public relations spokesperson.
- _____ 2.7 Serves as the representative of the board in handling public complaints of any phases of the school system that have not been satisfied at another level, bringing unresolved problems to regular or special meetings of the board.
- _____ 2.8 Maintains good relations with local governmental leaders.
- _____ 2.9 Works effectively with state legislative leaders.

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

3. Planning

- _____ 3.1 Assists the board in the process of establishing district goals, consistent with identified needs.
- _____ 3.2 Recommends specific policies, procedures, plans, and programs for attaining school district objectives and provides leadership in solving major problems.
- _____ 3.3 Assists the school board in evaluating goal achievement.
- _____ 3.4 Ensures progress towards the accomplishment of district goals
- _____ 3.5 Plans and organizes for changes in student enrollment, staffing, curriculum instruction, and facilities

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

4. General Administration

- _____ 4.1 Directs the management of the district within the framework of all board policies.
- _____ 4.2 Assists the board in the development of policies essential to district operation and purpose, as well as reviewing present policies and revising them as needed.
- _____ 4.3 Coordinates the decision-making process reflecting policies, available data, and ramifications of considered alternatives.
- _____ 4.4 Acts appropriately in absence of policy.
- _____ 4.5 Provides professional opinions for board discussion and decisions regarding legal matters.
- _____ 4.6 Responsible for the district's efforts at compliance with all legal, legislative, and agency mandates.

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

5. Human Resources

- _____ 5.1 Provides guidance for the development of sound personnel procedures and practices.
- _____ 5.2 Maintains a good working relationship with the total staff and maintains open lines of communication with employee groups and individuals; treats all personnel fairly, without favoritism or discrimination, while insisting on performance of duties.
- _____ 5.3 Establishes and maintains a sound plan of personnel organization and the assignment of line and staff relationships which provide the proper framework for accomplishing the district's objectives.
- _____ 5.4 Promotes the employment and retention of highly qualified personnel for all district positions.
- _____ 5.5 Guides and directs mid-management in the leadership of the district's programs.
- _____ 5.6 Delegates authority to staff members appropriate to the position each holds.
- _____ 5.7 Evaluates effectively the performance of staff reporting directly to the superintendent.
- _____ 5.8 Monitors the development of compensation guidelines for all personnel.

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

6. Finance/Operations

- _____ 6.1 Provides direction for and ensures proper management of fiscal resources.
- _____ 6.2 Determines and recommends priorities in the allocation of resources.
- _____ 6.3 Promotes cost-effective management of educational supplies and services.
- _____ 6.4 Keeps informed on needs of the school program, facilities, equipment, and supplies.
- _____ 6.5 Evaluates financial needs and makes recommendations for adequate financing.

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

7. Program

- _____ 7.1 Stays abreast of trends and developments in education and ensures application of techniques and knowledge to district programs and services.
- _____ 7.2 Monitors and assesses effectiveness of all instructional programs.
- _____ 7.3 Establishes procedures for curriculum, instruction and assessment reporting to the school board and the community.
- _____ 7.4 Supervises and evaluates effectiveness of community education program.
- _____ 7.5 Supervises and evaluates effectiveness of special education program.
- _____ 7.6 Allows for meaningful participation of members of the professional staff and lay community in the review and development of programs.

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

8. Professional Qualities

- _____ 8.1 Engages in activities to promote own professional growth and development.
- _____ 8.2 Maintains an active membership in a professional organization.
- _____ 8.3 Serves as a model for staff by showing sustained effort and enthusiasm in the quality and quantity of work accomplished.
- _____ 8.4 Maintains high standards of ethics, honesty, and integrity in all professional matters.
- _____ 8.5 Demonstrates ability to work well with individuals and groups.
- _____ 8.6 Exercises good judgment and effective processes in arriving at decisions.
- _____ 8.7 Maintains poise and emotional stability in the full range of his professional activities.
- _____ 8.8 Expresses ideas clearly in writing and in oral presentation.
- _____ 8.9 Exhibits dependability and perseverance – meets promises and finishes tasks without frequent checking and in spite of difficulties.
- _____ 8.10 Earns the respect of his colleagues.
- _____ 8.11 Prioritizes workload.

Circle one (average of above indicators) 4 3 2 1 N

Comments: _____

General Comments

SAMPLE SUPERINTENDENT PERFORMANCE EVALUATION FORM 1

Name _____ Date _____ Evaluator _____
 Evaluation Period: From _____ to _____

Directions: This form may be used by individual School Board members to assess the Superintendent's performance. The form focuses on ten main areas of performance common to the position of Superintendent and several responsibilities relating to the particular area. A rating scale is provided to allow School Board members to rate the Superintendent's performance relative to each responsibility. School Board members should circle the appropriate response and use the space for comments which follows each main performance area to further evaluate the Superintendent. Prior to the evaluation, School Board members and the Superintendent should review the evaluation responsibilities and discuss what each rating means.

Evaluation Code: Use the number that best describes the degree to which the responsibility has been achieved:

- 1 Indicates unacceptable performance.
- 2 Indicates improvement needed.
- 3 Indicates expectations have been met.
- 4 Indicates very good performance.
- 5 Indicates outstanding performance.
- UA Unable to answer.

In each performance area mark with an asterisk the one or two of the responsibilities that are the most important for the Superintendent.

	Evaluation Codes Low - High	Priority (*)
1.1 Understands staff development legislation and coordinates appropriate staff development procedures and programs	1 2 3 4 5 UA	
1.2 Encourages developing, cooperating, and sharing of educational programs with other school districts	1 2 3 4 5 UA	
1.3 Provides for the educational needs of all children	1 2 3 4 5 UA	
1.4 Possesses familiarity with and knowledge of federal programs in education (for example: Title I, No Child Left Behind Act, etc.)	1 2 3 4 5 UA	
1. Overall Rating: Does the Superintendent provide leadership for the School District's educational programs, staff development programs, and curriculum development to provide the best possible learning environment for the students?		__ Yes __ No __ Don't Know

Comments:

- 2.1 Provides a detailed agenda/appendix for School Board meetings in a timely manner 1 2 3 4 5 UA
 - 2.2 Provides ample information to enable all School Board members to make informed decisions in a timely manner 1 2 3 4 5 UA
 - 2.3 Communicates and interacts appropriately with all School Board members and answers questions promptly 1 2 3 4 5 UA
 - 2.4 Is open and up front with all members of the School Board 1 2 3 4 5 UA
 - 2.5 Is timely and thorough in making presentations and recommendations to the School Board 1 2 3 4 5 UA
 - 2.6 Interprets official actions of the School Board for School District employees and the community in an accurate and objective manner 1 2 3 4 5 UA
2. Overall Rating: Does the Superintendent inform and advise the School Board about programs, practices, and problems of the School District and keep the School Board informed of the activities operating under the School Board's authority? Yes No Don't Know

Comments:

- 3.1 Informs the School Board of the School District's educational needs 1 2 3 4 5 UA
 - 3.2 Is knowledgeable about curricular and instructional trends and developments 1 2 3 4 5 UA
 - 3.3 Advises the School Board when new policies are needed. 1 2 3 4 5 UA
 - 3.4 Assists the School Board in reviewing present policies and revising them as needed 1 2 3 4 5 UA
 - 3.5 Recommends to the School Board staff to be hired and/or terminated to meet the needs of the School District. 1 2 3 4 5 UA
3. Overall Rating: Does the Superintendent explain the educational needs of the School District to the School Board, including recommending necessary new or revised policies and staffing changes for School Board action? Yes No Don't Know

Comments:

- 4.1 Effectively represents the School District as its public relations spokesperson 1 2 3 4 5 UA
- 4.2 Participates in various civic and community groups as a means of promoting understanding and support for School District programs 1 2 3 4 5 UA
- 4.3 Maintains effective relationships with staff 1 2 3 4 5 UA
- 4.4 Maintains effective relationships with the media 1 2 3 4 5 UA
- 4.5 Seeks ways to involve parents, students, and the community in the schools 1 2 3 4 5 UA
- 4.6 Emphasizes the need for effective school and community communication 1 2 3 4 5 UA
- 4. Overall Rating: Does the Superintendent act as a liaison between the community and the School District and respond to concerns of parents, students, citizens, and staff to increase understanding of policies and practices and to keep them informed of and involved with School District activities? Yes No Don't Know

Comments:

- 5.1 Has knowledge of finance and budgeting 1 2 3 4 5 UA
- 5.2 Effectively supervises and manages the School District's business and fiscal affairs 1 2 3 4 5 UA
- 5.3 Prepares annual budget for School Board approval 1 2 3 4 5 UA
- 5.4 Prepares projections of the School District's future financial position 1 2 3 4 5 UA
- 5.5 Supervises annual final reports and audit 1 2 3 4 5 UA
- 5. Overall Rating: Does the Superintendent oversee all financial operations of the School District and prepare, present, and recommend the various budgets to the School Board? Yes No Don't Know

Comments:

- 6.1 Assists and advises the School Board in contractual negotiations 1 2 3 4 5 UA
- 6.2 Monitors the progress of negotiations with all bargaining units 1 2 3 4 5 UA
- 6.3 Administers negotiated agreements with employee bargaining units upon ratification 1 2 3 4 5 UA
- 6. Overall Rating: Does the Superintendent interpret employee proposals for the School Board and recommend adjustments to employee policies and salary structures? Yes No Don't Know

Comments:

- 7.1 Assists the School Board in the process of establishing School District goals 1 2 3 4 5 UA
- 7.2 Recommends efficient procedures and effective controls for all expenditures of School District funds relative to School District goals 1 2 3 4 5 UA
- 7.3 Anticipates changes in student enrollment and provides recommendations and plans to the School Board concerning staff and facility needs 1 2 3 4 5 UA
- 7.4 Provides recommendations to the School Board regarding educational programs consistent with School District goals 1 2 3 4 5 UA
- 7.5 Submits an annual report to the School Board regarding the School District's progress toward the achievement of School District goals 1 2 3 4 5 UA
- 7. Overall Rating: Does the Superintendent institute and update a comprehensive strategic planning process, including short-term and long-term planning, School District goals, and instructional goals? Yes No Don't Know

Comments:

8.1 Maintains good relations with local governmental leaders 1 2 3 4 5 UA

8.2 Is effective in working with local legislators in advocating the local School Board legislative agenda 1 2 3 4 5 UA

8.3 Maintains an effective working relationship with the Minnesota School Boards Association. 1 2 3 4 5 UA

8.3 Maintains good relations with area superintendents 1 2 3 4 5 UA

8.3 Maintains an effective working relationship with the Minnesota Department of Education. 1 2 3 4 5 UA

8. Overall Rating: Does the Superintendent establish and maintain good relationships with agencies and personnel outside the School District to promote the best interest of the School District through contact with legislators, other superintendents, local governmental leaders, etc?
__ Yes __ No __ Don't Know

Comments:

9.1 Engages in activities to promote personal professional growth and development 1 2 3 4 5 UA

9.2 Encourages School Board members to attend local, state, and national conferences and trainings. 1 2 3 4 5 UA

9.3 Maintains active memberships in professional organizations 1 2 3 4 5 UA

9.4 Works with the School Board on School Board evaluations 1 2 3 4 5 UA

9.5 Submits an annual report to the School Board regarding the Superintendent's progress toward the accomplishment of mutually developed goals 1 2 3 4 5 UA

9. Overall Rating: Does the Superintendent maintain and improve effective School Board-Superintendent relations by periodically reviewing and upgrading performance through seminars and training sessions?
__ Yes __ No __ Don't Know

Comments:

10.1 Delegates responsibilities and authority to School District employees as appropriate 1 2 3 4 5 UA

10.2 Defines authority and areas of responsibility for mid-management staff 1 2 3 4 5 UA

10.3 Effectively evaluates mid-management staff (for example: business manager, building principals, curriculum director, community education director, etc.) 1 2 3 4 5 UA

10. Overall Rating: Does the Superintendent delegate responsibility and authority to School District employees as appropriate, define the authority and responsibilities of mid-management staff, and effectively evaluate them? Yes No Don't Know

Comments:

SAMPLE SUPERINTENDENT PERFORMANCE EVALUATION FORM 2

Name _____ Date _____ Evaluator _____

Evaluation Period: From _____ to _____.

Directions: This form may be used by individual School Board members to assess the Superintendent's performance. The form includes ten main performance topics common to the position of Superintendent. A rating scale is provided to allow School Board members to rate the Superintendent's performance relative to each topic. School Board members should circle the appropriate response and use the space for comments which follows each main topic to further evaluate the Superintendent. Prior to the evaluation, School Board members and the Superintendent should review the evaluation topics and discuss what each rating means.

- 1 Indicates unacceptable performance.
- 2 Indicates improvement needed.
- 3 Indicates expectations have been met.
- 4 Indicates very good performance.
- 5 Indicates outstanding performance.
- UA Unable to answer.

Evaluation
Codes
Low - High

- | | |
|---|--------------|
| 1. Provides leadership for the School District's educational programs, staff development programs, and curriculum development to provide the best possible learning environment for the students. | 1 2 3 4 5 UA |
|---|--------------|

Comments:

- | | |
|--|--------------|
| 2. Informs and advises the School Board about programs, practices, and problems of the School District and keeps the School Board informed of the activities operating under the School Board's authority. | 1 2 3 4 5 UA |
|--|--------------|

Comments:

- | | |
|---|--------------|
| 3. Explains the educational needs of the School District to the School Board, recommending necessary new or revised policies and staffing changes for School Board actions. | 1 2 3 4 5 UA |
|---|--------------|

Comments:

4. Acts as a liaison between the community and the School District and responds to concerns of parents, students, citizens, and staff to increase understanding of policies and practices and to keep them informed and involved with School District activities. 1 2 3 4 5 UA

Comments:

5. Oversees all financial operations of the School District and prepares, presents, and recommends the various budgets to the School Board. 1 2 3 4 5 UA

Comments:

6. Interprets employee proposals for the School Board and recommends adjustments to employee policies and salary structures. 1 2 3 4 5 UA

Comments:

7. Institutes and updates a comprehensive strategic planning process, including short-term and long-term planning, School District goals, and instructional goals. 1 2 3 4 5 UA

Comments:

8. Establishes and maintains good relationships with agencies and personnel outside the School District to promote the best interests of the School District through contact with legislators, other superintendents, local governmental leaders, etc. 1 2 3 4 5 UA

Comments:

9. Maintains and improves effective School Board/Superintendent relations by periodically reviewing and upgrading performance through seminars and training sessions.

1 2 3 4 5 UA

Comments:

10. Delegates responsibility and authority to School District employees as appropriate, defines the authority and responsibilities of mid-management staff, and effectively evaluates them.

1 2 3 4 5 UA

Comments:

SAMPLE SUPERINTENDENT PERFORMANCE EVALUATION FORM 3

EVALUATION OF
SUPERINTENDENT LEADERSHIP TRAITS

Name _____ Date _____

Evaluator _____

Evaluation Period: From _____ to _____.

Please provide your perceptions regarding the Superintendent's leadership traits:

1. Is sensitive to the reactions of other people, deals with them positively and with understanding.

Perceptions:

2. Shows evidence of emotional control, is calm, poised, and mature.

Perceptions:

3. Is enthusiastic and positive.

Perceptions:

4. Listens well.

Perceptions:

5. As a member of a team, adjusts readily and works constructively in group activities.

Perceptions:

6. Initiative -- independently sees the need for and takes action required to carry out responsibilities.

Perceptions:

7. Establishes and maintains credibility.

Perceptions:

8. Dependability and perseverance -- promises and finishes tasks without frequent checking and in spite of difficulties.

Perceptions:

ICE RINK EASEMENT AGREEMENT
BETWEEN CITY OF MAHTOMEDI AND ISD 832
RELATING TO LOT 2, OAKLEIGH, WASHINGTON COUNTY, MN

ICE RINK EASEMENT AGREEMENT
BETWEEN CITY OF MAHTOMEDI AND ISD 832
RELATING TO LOT 2, OAKLEIGH, WASHINGTON COUNTY, MN

THIS ICE RINK EASEMENT AGREEMENT (“Agreement”) is made effective upon the date that the last party executes this Agreement, and is hereby entered into, by and between the City of Mahtomedi, a Minnesota municipal corporation (hereafter referred to as the “City”) and the Independent School District 832 of Washington County, Minnesota, a Minnesota public school corporation (hereinafter “ISD 832”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 Agreement. “Agreement” means this Ice Rink Easement Agreement.

1.3 City. “City” means the City of Mahtomedi, a Minnesota municipal corporation.

1.4 ISD 832. “ISD 832” means Independent School District 832 of Washington County, Minnesota, a Minnesota public school corporation.

1.5 Benefitted Property. “Benefitted Property” means Lot 2, Block 1, Oakleigh, as is on file and of record in the Office of the County Recorder, in and for Washington County, Minnesota.

1.6 Burdened Property. “Burdened Property” means that portion of Burlington Northern Railroad Company’s 100-foot wide White Bear Lake to Duluth Junction, Minnesota Branch Line right-of-way, now discontinued, being 50 feet wide on each side of the main track centerline, as originally located and constructed upon, over and across Government Lots 1 and 2 in the NE ¼ NW ¼ and S ½ NE ¼ of Section 20, T 30N R 21 W of the 4th Principal Meridian, Washington County, Minnesota lying Southeasterly of the Northeasterly production of the Southeasterly line of Lot 5, Block 11 of Mahtomedi, being a rearrangement of part of Mahtomedi Assembly; ALSO A strip of land 25 feet wide, located in said Government Lot 1 and the NE ¼ NW ¼ of said Section 20, lying Southwesterly of and contiguous to the above described parcel of land, lying Southwesterly of the East-West centerline of said Government Lot 1 and Northwesterly of the North line of said Government Lot 2.

1.7 Ice Rink Easement Area. “Ice Rink Easement Area” means that portion of Burlington Northern Railroad Company’s 100-foot wide White Bear Lake to Duluth Junction, Minnesota Branch Line right-of-way, now discontinued, being 50 feet wide on each side of the main track centerline, as originally located and constructed upon, over and across Government Lots 1 and 2 in the NE ¼ NW ¼ and S ½ NE ¼ of Section 20, T 30N R 21 W of the 4th Principal

Meridian, Washington County, Minnesota lying Southeasterly of the Northeasterly production of the Southeasterly line of Lot 5, Block 11 of Mahtomedi, being a rearrangement of part of Mahtomedi Assembly; ALSO A strip of land 25 feet wide, located in said Government Lot 1 and the NE ¼ NW ¼ of said Section 20, lying Southwesterly of and contiguous to the above described parcel of land, lying Southwesterly of the East-West centerline of said Government Lot 1 and Northwesterly of the North line of said Government Lot 2, said easement is described as follows:

Commencing at the northwest corner of Lot 3, Block 1, Oakleigh, as is on file and of record in the Office of the County Recorder, in and for Washington County, Minnesota; thence northwesterly along the northeasterly line of said Block 1, 175.89 feet to the point of beginning of the easement to be hereinafter described; thence continue northwesterly along said northeasterly line, 137.97 feet; thence northeasterly perpendicular to said northeasterly line, 33.84 feet; thence southeasterly, 140.47 feet, more or less, to the point of beginning.

ARTICLE 2 **RECITALS**

Recital No. 1. The City owns the Burdened Property and ISD 832 owns the Benefitted Property.

Recital No. 2. The northwest corner of ISD 832's ice arena (improved with a concrete surface and ice rink boards) primarily occupies the Benefitted Property, but encroaches approximately thirty (30) feet into the Burdened Property as depicted in Figure Number 1, which is attached hereto and made a part hereof.

Recital No. 3. The City is willing to grant ISD 832 ice rink easement rights pursuant to this Agreement to accommodate the location of the ice rink encroachment.

Recital No. 4. The City and ISD 832 desire this Agreement for the conveyance of ice rink easement rights and to address maintenance, liability, insurance, removal and re-conveyance issues as set forth herein.

ARTICLE 3 **CONVEYANCE OF ICE RINK EASEMENT RIGHTS**

3.1 Ice Rink Easement Grant. The City in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the ISD 832, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto ISD 832, its successors and assigns, a permanent easement for public ice rink purposes; and, all such purposes ancillary, incident or related thereto, including but not limited to summer rollerblading, skateboarding, or other summer recreational uses of the public ice rink facilities and improvements, under, over, across, through and upon that real property identified and legally described above as the Ice Rink Easement Area. The public ice rink easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public ice rink facilities and improvements ancillary, incident or related thereto, under, over, across,

through and upon the Ice Rink Easement Area. The public ice rink easement rights of ISD 832 also include the right of the ISD 832, its contractors, agents and servants: to enter upon the Ice Rink Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; to maintain the Ice Rink Easement Area, any ISD 832 improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and to remove from the Ice Rink Easement Area any trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the any ice rink facilities or improvements.

3.2 Authority. The City, for itself and its successors and assigns, does hereby warrant to and covenant with ISD 832, its successors and assigns, that it is well seized in fee of the Burdened Property, and the Ice Rink Easement Area, and has good right to grant and convey the ice rink easement right described above to ISD 832. ISD 832 hereby covenants and warrants that ISD 832 has the right, power, legal capacity and authority to enter into and perform ISD 832's obligations under this Agreement, and no approvals or consents of any persons or entities are necessary. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, lease, deed of trust, agreement, arrangement, license, order, judgment or decree.

ARTICLE 4 **OBLIGATIONS OF ISD 832**

4.1 Maintenance of Ice Rink Facilities and Improvements. ISD 832 agrees that it is obligated at its sole expense to perpetually maintain any ice rink facilities and improvements located within the Ice Rink Easement Area.

4.2 Reconstruction of Ice Rink Facilities and Improvements. ISD 832 agrees that it shall be responsible for the reconstructed and installation, at the sole expense of ISD 832, of any future ice rink facilities and improvements located within the Ice Rink Easement Area.

4.3 ISD 832 Indemnification of the City. ISD 832 agrees to indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to: the operation, management, or maintenance of ice rink facilities or improvements on the Ice Rink Easement Area pursuant to this Agreement, by ISD 832, its contractors, or any party acting under the authorization or direction of ISD 832. In no event shall ISD 832 be responsible to indemnify the City for any claim, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys' fees, that are incurred due to the negligence or intentional misconduct of the City.

4.4 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims

brought by ISD 832, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute Chapter 466.

4.5 Hazardous Substances. ISD 832 agrees that hazardous substances, pollutants or contaminants shall not be used for the operation, management, or maintenance of ice rink facilities or improvements on the Ice Rink Easement Area, except in a manner as may be authorized by law. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release of any hazardous substances, pollutants, or contaminants, caused by ISD 832.

4.6 Insurance. ISD 832 represents that ISD 832 has general liability insurance and hereby agrees to provide the City (for the City's approval) with a copy of its general liability insurance policy. ISD 832 agrees to keep its general liability policy in place/active at all times during the term of this Agreement and ISD 832 agrees to give the City written notice of any policy cancellation or changes in the general liability policy limits. The City agrees to approve ISD 832's general liability insurance provided the City is named as an additional insured party and provided that the policy limits coincide with the City's \$1,500,000 maximum liability limits provided in Minnesota Statutes, § 466.04 (2011). ISD 832 agrees further that said general liability insurance policy shall have increased maximum liability limits that coincide with future increases in the maximum liability limits provided in Minnesota Statutes, § 466.04.

4.7 Removal and Re-conveyance. If ISD 832 permanently discontinues the use of the Ice Rink Easement Area for the operation, management, or maintenance of ice rink facilities or improvements, ISD 832 agrees, at ISD 832's sole expense: to remove any remaining ice rink facilities or improvements from the Ice Rink Easement Area; to grade the Ice Rink Easement Area, if necessary; and to restore disturbed Ice Rink Easement Area in-kind with the substantially same kind of hard surface and/or green space existing upon the adjacent Burdened Property. In addition, if ISD 832 permanently discontinues the use of the Ice Rink Easement Area for the operation, management, or maintenance of ice rink facilities or improvements, ISD 832 agrees to re-convey, without compensation therefore, the ice rink easement rights created by the Agreement to the City or to the City's successor in interest to the Burdened Property.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Burdened Property and with the Benefitted Property, and shall be binding upon the parties and the successors and assigns of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants

Figure Number 1

Depiction of Hockey Rink Improvements
Easement Parcel Sketch

WARMING HOUSE EASEMENT AGREEMENT
BETWEEN ISD 832 AND THE CITY OF MAHTOMEDI
LOT 2, BLOCK 1, OAKLEIGH, WASHINGTON COUNTY, MINNESOTA

WARMING HOUSE EASEMENT AGREEMENT
BETWEEN ISD 832 AND THE CITY OF MAHTOMEDI
LOT 2, BLOCK 1, OAKLEIGH, WASHINGTON COUNTY, MINNESOTA

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ARTICLE 1
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1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 Agreement. “Agreement” means this Ice Rink Easement Agreement.

1.3 City. “City” means the City of Mahtomedi, a Minnesota municipal corporation.

1.4 ISD 832. “ISD 832” means Independent School District 832 of Washington County, Minnesota, a Minnesota public school corporation.

1.5 Benefitted Property. “Benefitted Property” means that portion of Burlington Northern Railroad Company’s 100-foot wide White Bear Lake to Duluth Junction, Minnesota Branch Line right-of-way, now discontinued, being 50 feet wide on each side of the main track centerline, as originally located and constructed upon, over and across Government Lots 1 and 2 in the NE ¼ NW ¼ and S ½ NE ¼ of Section 20, T 30N R 21 W of the 4th Principal Meridian, Washington County, Minnesota lying Southeasterly of the Northeasterly production of the Southeasterly line of Lot 5, Block 11 of Mahtomedi, being a rearrangement of part of Mahtomedi Assembly; ALSO A strip of land 25 feet wide, located in said Government Lot 1 and the NE ¼ NW ¼ of said Section 20, lying Southwesterly of and contiguous to the above described parcel of land, lying Southwesterly of the East-West centerline of said Government Lot 1 and Northwesterly of the North line of said Government Lot 2.

1.6 Burdened Property. “Burdened Property” means Lots 2, Block 1, Oakleigh, as is on file and of record in the Office of the County Recorder, in and for Washington County, Minnesota.

1.7 Warming House Easement Area. “Warming House Easement Area” means that portion of Lots 2, Block 1, Oakleigh, as is on file and of record in the Office of the County Recorder, in and for Washington County, Minnesota, lying within the following described area:

Commencing at the northeast corner of Lot 3 of said Block 1, Oakleigh, thence northwesterly along the northeasterly line of said Block 1, 147.15 feet to the point of beginning of the area to be hereinafter described; thence continue northwesterly along said northeasterly line 97.35 feet; thence southwesterly, perpendicular to said northeasterly line, 9.00 feet; thence southeasterly, parallel with said northeasterly line, 97.94 feet; thence northeasterly, 9.00 feet, more or less, to the point of beginning.

ARTICLE 2
RECITALS

Recital No. 1. ISD 832 owns the Burdened Property and the City owns the Benefitted Property.

Recital No. 2. The southwestern portion of the City's warming house (and the planned southeasterly building expansion) encroaches a few feet into the Burdened Property as depicted in Figure Number 1, which is attached hereto and made a part hereof.

Recital No. 3. ISD 832 is willing to grant the City warming house easement rights pursuant to this Agreement to accommodate the location of the warming house (and the planned southeasterly building expansion) encroachment.

Recital No. 4. ISD 832 and the City desire this Agreement for the conveyance of warming house easement rights and to address maintenance, liability, insurance, removal and re-conveyance issues as set forth herein.

ARTICLE 3
CONVEYANCE OF WARMING HOUSE EASEMENT RIGHTS

3.1 Warming House Easement Grant. ISD 832 in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, a permanent easement for public warming house purposes and any future alternative municipal or public building uses or purposes; and, all such purposes ancillary, incident or related thereto, including but not limited to storage of a zamboni or other ice rink recreational equipment, or other summer recreational uses of the public warming house facilities and improvements, under, over, across, through and upon that real property identified and legally described above as the Warming House Easement Area. The public warming house easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public warming house facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Warming House Easement Area. The public warming house easement rights of the City also include the right of the City, its contractors, agents and servants: to enter upon the Warming House Easement Area at all reasonable times for the purposes of building management, building occupation, construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; to maintain the Warming House Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location

of such pipes, conduits or mains; and to remove from the Warming House Easement Area any trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the any warming house facilities or improvements.

3.2 Authority. ISD 832, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Burdened Property, and the Warming House Easement Area, and has good right to grant and convey the warming house easement right described above to the City. The City hereby covenants and warrants that the City has the right, power, legal capacity and authority to enter into and perform the City's obligations under this Agreement, and no approvals or consents of any persons or entities are necessary. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, lease, deed of trust, agreement, arrangement, license, order, judgment or decree.

ARTICLE 4 **OBLIGATIONS OF THE CITY**

4.1 Maintenance of Warming House Facilities and Improvements. The City agrees that it is obligated at its sole expense to perpetually maintain any warming house facilities and improvements located within the Warming House Easement Area.

4.2 Construction and Reconstruction of Warming House Facilities and Improvements. The City agrees that it shall be responsible for the construction, reconstructed and installation, at the sole expense of the City, of any future warming house facilities and improvements located within the Warming House Easement Area.

4.3 City Indemnification of ISD 832. The City agrees to indemnify, defend and hold ISD 832, its Board, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that ISD 832 incurs or suffers, which arise out of, result from or relate to: the operation, management, or maintenance of warming house facilities or improvements on the Warming House Easement Area pursuant to this Agreement, by the City, its contractors, or any party acting under the authorization or direction of the City. In no event shall the City be responsible to indemnify ISD 832 for any claim, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys' fees, that are incurred due to the negligence or intentional misconduct of ISD 832.

4.4 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the ISD 832 of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the City, its successors or assigns, shall be subject to any governmental immunity defenses of ISD 832 and the maximum liability limits provided in Minnesota Statute Chapter 466.

4.5 Hazardous Substances. The City agrees that hazardous substances, pollutants or contaminants shall not be used for the operation, management, or maintenance of ice rink facilities or improvements on the Warming House Easement Area, except in a manner as may be authorized

by law. ISD 832 shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release of any hazardous substances, pollutants, or contaminants, caused by the City.

4.6 Insurance. The City represents that the City has general liability insurance and hereby agrees to provide ISD 832 (for the ISD 832's approval) with a copy of its general liability insurance policy. The City agrees to keep its general liability policy in place/active at all times during the term of this Agreement and the City agrees to give the ISD 832 written notice of any policy cancellation or changes in the general liability policy limits. ISD 832 agrees to approve the City's general liability insurance provided ISD 832 is named as an additional insured party and provided that the policy limits coincide with ISD 832's \$1,500,000 maximum liability limits provided in Minnesota Statute, § 466.04 (2011). The City agrees further that said general liability insurance policy shall have increased maximum liability limits that coincide with future increases in the maximum liability limits provided in Minnesota Statutes, § 466.04.

4.7 Removal and Re-conveyance. If the City permanently discontinues the use of the Warming House Easement Area for the operation, management, or maintenance of warming house facilities or improvements, and discontinues any future alternative municipal or public building uses or purposes, the City agrees, at the City's sole expense: to remove any remaining warming house facilities or improvements from the Warming House Easement Area; to grade the Warming House Easement Area, if necessary; and to restore disturbed Warming House Easement Area in-kind with the substantially same kind of hard surface and/or green space existing upon the adjacent Burdened Property. In addition, if the City permanently discontinues the use of the Warming House Easement Area for the operation, management, or maintenance of warming house facilities or improvements, and discontinues any future alternative municipal or public building uses or purposes, the City agrees to re-convey, without compensation therefore, the warming house easement rights created by the Agreement to ISD 832 or to the ISD 832's successor in interest to the Burdened Property.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Burdened Property and with the Benefitted Property, and shall be binding upon the parties and the successors and assigns of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such

Figure Number 1

Depiction of Hockey Rink Improvements
Easement Parcel Sketch

WARMING HOUSE EASEMENT AGREEMENT
BETWEEN ISD 832 AND THE CITY OF MAHTOMEDI
LOT 3, BLOCK 1, OAKLEIGH, WASHINGTON COUNTY, MINNESOTA

WARMING HOUSE EASEMENT AGREEMENT
BETWEEN ISD 832 AND THE CITY OF MAHTOMEDI
LOT 3, BLOCK 1, OAKLEIGH, WASHINGTON COUNTY, MINNESOTA

THIS WARMING HOUSE EASEMENT AGREEMENT (“Agreement”) is made effective upon the date that the last party executes this Agreement, and is hereby entered into, by and between the Independent School District 832 of Washington County, a Minnesota public school corporation (hereinafter “ISD 832”) and the City of Mahtomedi, a Minnesota municipal corporation (hereafter referred to as the “City”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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1.3 City. “City” means the City of Mahtomedi, a Minnesota municipal corporation.

1.4 ISD 832. “ISD 832” means Independent School District 832 of Washington County, a Minnesota public school corporation.

1.5 Benefitted Property. “Benefitted Property” means that portion of Burlington Northern Railroad Company’s 100-foot wide White Bear Lake to Duluth Junction, Minnesota Branch Line right-of-way, now discontinued, being 50 feet wide on each side of the main track centerline, as originally located and constructed upon, over and across Government Lots 1 and 2 in the NE ¼ NW ¼ and S ½ NE ¼ of Section 20, T 30N R 21 W of the 4th Principal Meridian, Washington County, Minnesota lying Southeasterly of the Northeasterly production of the Southeasterly line of Lot 5, Block 11 of Mahtomedi, being a rearrangement of part of Mahtomedi Assembly; ALSO A strip of land 25 feet wide, located in said Government Lot 1 and the NE ¼ NW ¼ of said Section 20, lying Southwesterly of and contiguous to the above described parcel of land, lying Southwesterly of the East-West centerline of said Government Lot 1 and Northwesterly of the North line of said Government Lot 2.

1.6 Burdened Property. “Burdened Property” means Lots 3, Block 1, Oakleigh, as is on file and of record in the Office of the County Recorder, in and for Washington County, Minnesota.

1.7 Warming House Easement Area. “Warming House Easement Area” means that portion of Lots 3, Block 1, Oakleigh, as is on file and of record in the Office of the County Recorder, in and for Washington County, Minnesota, lying within the following described area:

Commencing at the northeast corner of said Lot 3, thence northwesterly along the northeasterly line of said Block 1, 147.15 feet to the point of beginning of the area to be hereinafter described; thence continue northwesterly along said northeasterly line 97.35 feet; thence southwesterly, perpendicular to said northeasterly line, 9.00 feet; thence southeasterly, parallel with said northeasterly line, 97.94 feet; thence northeasterly, 9.00 feet, more or less, to the point of beginning.

ARTICLE 2
RECITALS

Recital No. 1. ISD 832 owns the Burdened Property and the City owns the Benefitted Property.

Recital No. 2. The southwestern portion of the City's warming house (and the planned southeasterly building expansion) encroaches a few feet into the Burdened Property as depicted in Figure Number 1, which is attached hereto and made a part hereof.

Recital No. 3. ISD 832 is willing to grant the City warming house easement rights pursuant to this Agreement to accommodate the location of the warming house (and the planned southeasterly building expansion) encroachment.

Recital No. 4. ISD 832 and the City desire this Agreement for the conveyance of warming house easement rights and to address maintenance, liability, insurance, removal and re-conveyance issues as set forth herein.

ARTICLE 3
CONVEYANCE OF WARMING HOUSE EASEMENT RIGHTS

3.1 Warming House Easement Grant. ISD 832 in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, a permanent easement for public warming house purposes and any future alternative municipal or public building uses or purposes; and, all such purposes ancillary, incident or related thereto, including but not limited to storage of a zamboni or other ice rink recreational equipment, or other summer recreational uses of the public warming house facilities and improvements, under, over, across, through and upon that real property identified and legally described above as the Warming House Easement Area. The public warming house easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public warming house facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Warming House Easement Area. The public warming house easement rights of the City also include the right of the City, its contractors, agents and servants: to enter upon the Warming House Easement Area at all reasonable times for the purposes of building management, building occupation, construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; to maintain the Warming House Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location

of such pipes, conduits or mains; and to remove from the Warming House Easement Area any trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the any warming house facilities or improvements.

3.2 Authority. ISD 832, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Burdened Property, and the Warming House Easement Area, and has good right to grant and convey the warming house easement right described above to the City. The City hereby covenants and warrants that the City has the right, power, legal capacity and authority to enter into and perform the City's obligations under this Agreement, and no approvals or consents of any persons or entities are necessary. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, lease, deed of trust, agreement, arrangement, license, order, judgment or decree.

ARTICLE 4 **OBLIGATIONS OF THE CITY**

4.1 Maintenance of Warming House Facilities and Improvements. The City agrees that it is obligated at its sole expense to perpetually maintain any warming house facilities and improvements located within the Warming House Easement Area.

4.2 Construction and Reconstruction of Warming House Facilities and Improvements. The City agrees that it shall be responsible for the construction, reconstructed and installation, at the sole expense of the City, of any future warming house facilities and improvements located within the Warming House Easement Area.

4.3 City Indemnification of ISD 832. The City agrees to indemnify, defend and hold ISD 832, its Board, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that ISD 832 incurs or suffers, which arise out of, result from or relate to: the operation, management, or maintenance of warming house facilities or improvements on the Warming House Easement Area pursuant to this Agreement, by the City, its contractors, or any party acting under the authorization or direction of the City. In no event shall the City be responsible to indemnify ISD 832 for any claim, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys' fees, that are incurred due to the negligence or intentional misconduct of ISD 832.

4.4 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the ISD 832 of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the City, its successors or assigns, shall be subject to any governmental immunity defenses of ISD 832 and the maximum liability limits provided in Minnesota Statute Chapter 466.

4.5 Hazardous Substances. The City agrees that hazardous substances, pollutants or contaminants shall not be used for the operation, management, or maintenance of ice rink facilities or improvements on the Warming House Easement Area, except in a manner as may be authorized

by law. ISD 832 shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release of any hazardous substances, pollutants, or contaminants, caused by the City.

4.6 Insurance. The City represents that the City has general liability insurance and hereby agrees to provide ISD 832 (for the ISD 832's approval) with a copy of its general liability insurance policy. The City agrees to keep its general liability policy in place/active at all times during the term of this Agreement and the City agrees to give the ISD 832 written notice of any policy cancellation or changes in the general liability policy limits. ISD 832 agrees to approve the City's general liability insurance provided ISD 832 is named as an additional insured party and provided that the policy limits coincide with ISD 832's \$1,500,000 maximum liability limits provided in Minnesota Statute, § 466.04 (2011). The City agrees further that said general liability insurance policy shall have increased maximum liability limits that coincide with future increases in the maximum liability limits provided in Minnesota Statutes, § 466.04.

4.7 Removal and Re-conveyance. If the City permanently discontinues the use of the Warming House Easement Area for the operation, management, or maintenance of warming house facilities or improvements, and discontinues any future alternative municipal or public building uses or purposes, the City agrees, at the City's sole expense: to remove any remaining warming house facilities or improvements from the Warming House Easement Area; to grade the Warming House Easement Area, if necessary; and to restore disturbed Warming House Easement Area in-kind with the substantially same kind of hard surface and/or green space existing upon the adjacent Burdened Property. In addition, if the City permanently discontinues the use of the Warming House Easement Area for the operation, management, or maintenance of warming house facilities or improvements, and discontinues any future alternative municipal or public building uses or purposes, the City agrees to re-convey, without compensation therefore, the warming house easement rights created by the Agreement to ISD 832 or to the ISD 832's successor in interest to the Burdened Property.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Burdened Property and with the Benefitted Property, and shall be binding upon the parties and the successors and assigns of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such

CITY OF MAHTOMEDI

By: _____
Jud Marshall
Mayor

Dated: _____, 2011

ATTEST:

Mary Solie
City Clerk

Dated: _____, 2011

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared Jud Marshall and Mary Solie to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Mahtomedi, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Jay P. Karlovich
Mahtomedi City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING, RETURN THIS INSTRUMENT TO:

Jay P. Karlovich
Mahtomedi City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

Figure Number 1

Depiction of Hockey Rink Improvements
Easement Parcel Sketch