

# **School Board Work Session**

Monday, November 27, 2023 6:30 PM

LS-H MS/HS Media Center, 901 Ferry St., Le Sueur, MN 56058

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **AGENDA ITEMS**

3.1. Property Purchase Options

3.2. Facilities Upgrades

3.3. Activities Coop - MNCS

4. **ADJOURN**

(Top 3 inches reserved for recording data)

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**CONTRACT FOR DEED**

DATE: \_\_\_\_\_, 20\_\_\_\_

THIS CONTRACT FOR DEED (the “**Contract**”) is made on the above date by **Jack. King and Jane H. King, married to each other, William F. King, a single person, Jerold Sunderman, a single person, Allen Sunderman and Joan Sunderman, married to each other** (collectively, “**Sellers**”), and **Independent School District No. 2397, Le Sueur-Henderson Public Schools, a Minnesota public body corporate and politic (“Purchaser”)**. (Check box if  *joint tenancy.*)

Sellers and Purchaser agree to the following terms:

1. **Property Description.** Sellers hereby sell and Purchaser hereby buys real property in Le Sueur County, Minnesota, described as follows:

The Northeast Quarter of Southwest Quarter (NE ¼ of SW ¼), Section 36, Township 112 North, of Range 26 West, Le Sueur County, Minnesota, EXCEPT the following:

Exception No. 1: All that part of the NE ¼ of the SW ¼ of Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota, lying and being Easterly of the Easterly right-of-way line of Kingsway Drive excepting therefrom: Commencing at the point of intersection of the Easterly right-of-way line of Kingsway Drive and the South line of the NE ¼ of the SW ¼ of Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota; thence proceeding East along the South line of said NE ¼ of SW ¼ of Section 36 to the Southeast corner of said NE ¼ of SW ¼ of Section 36; thence North along the East line of the NE ¼ of SW ¼ of said Section 36, a distance of 200 feet; thence West along a line parallel to and 200 feet distant from the South line of the NE ¼ of SW ¼ of said Section 36 to the Easterly right-of-way line of Kingsway Drive; thence continuing in a Southerly direction along the Easterly right-of-way line of Kingsway Drive to the point of beginning.

Exception No. 2: Commencing at the point of intersection of the Easterly right-of-way line of Kingsway Drive and the South line of the NE ¼ of the SW ¼, Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota; thence proceeding East along the South line of said NE ¼ of SW ¼ of Section 36 to the Southeast corner of said NE ¼ of SW ¼ of Section 36; thence North along the East line of NE ¼ of SW ¼ of said Section 36; a distance of 200 feet; thence West along a line parallel to and 200 feet distant from the South line of the NE ¼ of SW ¼ of said Section 36 to the Easterly right-of-way line of Kingsway Drive; thence continuing in a Southerly direction along the Easterly right-of-way line of Kingsway Drive to the point of beginning.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the “**Property**”). Unless otherwise specified, Sellers hereby deliver possession of the Property to Purchaser on the date hereof.

*Check applicable box:*

- The Sellers certify that the Sellers do not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. **Title.** Sellers warrant that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
  - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
  - (c) Utility and drainage easements which do not interfere with present improvements;
  - (d) Applicable laws, ordinances, and regulations;
  - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
  - (f) The following liens or encumbrances: **None.**

3. **Delivery of Deed and Evidence of Title.** Upon Purchaser's full performance of this Contract, Sellers shall:
- (a) Execute, acknowledge, and deliver to Purchaser a **Quit Claim Deed**, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
    - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
    - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
    - (iii) The following liens or encumbrances: \_\_\_\_\_
  - (b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between the Sellers and Purchaser.

4. **Purchase Price.** Purchaser shall pay to Sellers at \_\_\_\_\_ the sum of **One Million and One Hundred and Fifty Thousand and NO/100s Dollars \$(1,150,000.00)**, as and for the purchase price (the "**Purchase Price**") for the Property, payable as follows:

- (a) Five Hundred and Seventy-Five Thousand and Five Hundred and No/100 Dollars (\$575,500.00), inclusive of the sum of One Thousand and No/100s Dollars (\$1,000.00) for earnest money, receipt of which is acknowledged by Sellers;
- (b) Five Hundred and Seventy-Four Thousand and Five Hundred and No/100 Dollars (\$574,500.00) due and payable in full on \_\_\_\_\_, 2024.

5. **Prepayment.** Purchaser has the right to fully or partially prepay this Contract before December 31, 2024.

6. **Real Estate Taxes and Assessments.** Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in 2024 and subsequent years, including any deferred real estate taxes and special assessments (Green Acres/Rural Preserve). Sellers warrant that the real estate taxes and installments of special assessments which were due and payable in 2023 and the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. **Property Insurance.**

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood

insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Sellers.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Sellers which provides that Sellers' right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Sellers, and that Sellers shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Sellers and the insurance company.

#### **8. Damage to the Property.**

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Sellers and Purchaser. The election may only be made by written notice to Sellers within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Sellers, which approval Sellers shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Sellers and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

#### **9. Injury or Damage Occurring on the Property.**

(a) Liability. Sellers shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Sellers from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Sellers for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Sellers.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Sellers and naming Sellers as additional insureds.

**10. Insurance Generally.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Sellers before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Sellers a duplicate original or certificate of such insurance policy or policies.

11. **Condemnation.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. **Waste, Repair, and Liens.** Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Sellers' interest in the Property. Purchaser shall pay to Sellers all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Sellers to remove any such liens or adverse claims.

13. **Compliance with Laws.** Except for matters which Sellers have created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. **Recording of Contract; Deed Tax.** Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Sellers shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Sellers.

15. **Notice of Assignment.** If either Sellers or Purchaser assigns their interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. **Protection of Interests.** If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Sellers may, at Sellers' option, pay the same or cause the same to be performed, or both, and the amounts so paid by Sellers and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Sellers under this Contract. If there now exists, or if Sellers hereafter create, suffer or permit to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Sellers shall timely pay all amounts due thereon, and if Sellers fail to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults there under and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. **Defaults and Remedies.** The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Sellers may, at Sellers' option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Sellers elect to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Sellers as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Sellers of Sellers' rights to declare this Contract forfeited by reason of any breach shall in any manner affect Sellers' right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Sellers, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Sellers to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. **Binding Effect.** The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. **Headings.** Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. **Additional Terms:** Check here if  an addendum to this Contract containing additional terms and conditions is attached hereto.

Sellers

Purchaser

By: \_\_\_\_\_  
Jack King

**Independent School District No. 2397**

By: \_\_\_\_\_  
Jane H. King

By: \_\_\_\_\_

By: \_\_\_\_\_  
William F. King

Its: Board Chair

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jerold Sunderman

Its: Board Clerk

By: \_\_\_\_\_  
Allen Sunderman

By: \_\_\_\_\_  
Joan Sunderman

State of Minnesota, County of Le Sueur

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, **the Board Chair and Board Clerk**, respectively of **Independent School District No. 2397, Le Sueur-Henderson Public Schools**, a Minnesota public body corporate and politic, Purchaser.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_ *(month/day/year)*

State of Minnesota, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by Jack King and Jane H. King, married to each other, Sellers.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_ *(month/day/year)*

State of Minnesota, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by William F. King, a single person, Seller.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_ *(month/day/year)*

State of Minnesota, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by Jerold Sunderman, a single person, Seller.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_ *(month/day/year)*

State of Minnesota, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by Allen Sunderman and Joan Sunderman, married to each other, Sellers.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_  
\_\_\_\_\_ *(month/day/year)*

THIS INSTRUMENT WAS DRAFTED BY:

**Kennedy & Graven, Chartered (SJS)**  
**Fifth Street Towers, Suite 700**  
**150 South Fifth Street**  
**Minneapolis, MN 55402**  
**(612) 337-9300**

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

**Independent School District No. 2397**  
**115 1/2 N. 5<sup>th</sup> Street, Suite 200**  
**Le Sueur, MN 56058**

**Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.**



Smart engineering of  
roofs, walls, windows,  
pavements  
and waterproofing

November 8, 2023

Mr. Todd Vrklan  
LeSueur-Henderson Public Schools  
Independent School District 2397  
901 East Ferry Street  
LeSueur, MN 56058



RE: 2024 High School-Middle School Tennis Courts, Track, and Field Reconstruction

Dear Mr. Vrklan:

We are grateful to have been given the opportunity to submit this fee proposal to provide engineering services for the following tennis courts, track, and field reconstruction work slated for 2024. We have based this proposal on our understanding of the desired services.

**A. DEFINITIONS**

1. Inspec: INSPEC, INC., Engineers/Architects
2. Client: LeSueur-Henderson Public Schools

**B. PROJECT INFORMATION**

Project Area

Estimated Construction Cost

Tennis Courts (8 total)

\$900,000 - \$1,000,000

Reconstruct the tennis courts at the current location, including:

- New bituminous paved area for bleachers on the west side of the west courts.
- Three inches of new bituminous pavement.
- Color coating.
- Four feet of new non-frost susceptible fill. The amount of new non frost susceptible base will be determined by the outsourced geotechnical services. Four feet is estimated based on project experience.
- New drain tile system.
- New net posts and sleeves.

The existing perimeter fencing will be salvaged and reinstalled or replaced, as necessary.

5801 Duluth Street  
Minneapolis, MN 55422  
Ph. 763-546-3434  
Fax 763-546-8669

Chicago  
Milwaukee  
Minneapolis

Athletic Track and Field Events

\$1,000,000 - \$1,100,000

Reconstruction of the track and field events, including:

- Three inches of new bituminous pavement.
- New 1/2" polyurethane base mat surfacing.
- Four feet of new non-frost susceptible fill. The amount of new non-frost susceptible base will be determined by the outsourced geotechnical services. Four feet is estimated based on project experience.
- New interior perimeter storm drain system.

Football Field Recrowning or Replacement with FieldTurf or Equal

Recrowning  
\$200,000 - \$300,000

The existing football field will be recrowned and resodded or alternatively reconstructed and replaced with artificial turf (FieldTurf or equal).

FieldTurf  
\$1,000,000 - \$1,200,000

No additional excavation/subcutting is included beyond the standard turf installation recommendations by FieldTurf (or equal), as included in this estimate. The actual amount will be determined by the outsourced geotechnical services.

We have contacted the City of LeSueur and were informed that additional stormwater management improvements beyond the FieldTurf standard drainage details are not required for the turf replacement. However, should other local regulatory authorities require additional stormwater management improvements beyond that proposed, they will be completed as supplemental services, if approved by the Client.

**C. BASIC SERVICES**

1. Phase I: Design Services

- a. Site meeting with Client to review project scope.
- b. Inspec will retain the services of a certified land surveyor to perform a topographic, boundary, and utility survey in the project areas.
- c. Inspec will retain the services of a geotechnical engineer to perform soil borings and provide design recommendations in the project areas.
- d. Construction Documents (plans and specifications) will be prepared for the projects described above, including:
  - An overall site plan
  - Demolition and rehabilitation plans
  - Grading and drainage plans
  - Construction details

Information concerning insurance, performance bonds, construction schedule, and other project-related issues will be incorporated into the project specifications.

- e. A pre-bid meeting will be conducted to inform all bidders of the general intent of the plans and specifications and to answer any project questions.
- f. Our personnel will attend the bid opening and record the results.

2. Phase II: Construction Administration

After the bid opening, we will:

- a. Check references and provide recommendations to the Client concerning the contractor under consideration.
- b. Assist the Owner in preparing and issuing construction contracts.
- c. Conduct and document the pre-construction meeting.
- d. Review material submittals, including:
  - 1) Laboratory test reports for proposed aggregate gradations.
  - 2) Laboratory test results for the proposed aggregate base material.
  - 3) Bituminous and concrete pavement mix designs for conformance with specifications.
  - 4) Shop drawings.
- e. Review contractor payment requests.
- f. Provide periodic construction observation during construction activities.
- g. Conduct final inspections and obtain the contractor's warranty and other project closeout documents.

**D. COMPENSATION – BASIC SERVICES**

1. We propose to perform the Design Services (Phase I) as described above for a fee of:
  - a. \$95,000, based on the football field recrowning, which includes outsourced surveying and geotechnical services.
  - b. \$130,000, based on the FieldTurf football field reconstruction, which includes outsourced surveying and geotechnical services.

2. We propose to perform Construction Administration services (Phase II) as described above, for a fee of:
  - a. \$40,000, based on the football field recrowning.
  - b. \$55,000, based on the FieldTurf football field reconstruction.

**E. REIMBURSABLES**

With regard to our proposal, we do not anticipate any reimbursable expenses.

**F. COMPENSATION REIMBURSABLES**

If reimbursable expenses such as review and/or permitting fees are incurred by Inspec, they will be invoiced to the Client at cost times a factor of 1.10.

**G. ADDITIONAL SERVICES**

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation thereof.
2. Additional Services may include, but are not necessarily limited to, the following:
  - a. Out-sourced services (professional or otherwise) hired by Inspec but not included under Basic Services.
  - b. Electrical design services.
  - c. Design services related to additional on-site stormwater management facilities.
  - d. Additional meetings and/or site visits beyond those under Basic Services.
  - e. Preparation of as-built drawings.
  - f. Preparation work and/or meetings related to arbitration, legal, or other conflict resolution proceedings of which Inspec is not a party (also see Dispute Resolution).
  - g. Adapting the documents, regardless of the level of development, to confirm to the Client's changes in the Construction Scope.
  - h. Adapting the documents to hidden existing conditions discovered during construction.
  - i. Any services resulting from the discovery of existing hazardous materials.

**H. COMPENSATION – ADDITIONAL SERVICES**

1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.
3. Compensation for Additional Services that are provided by others but retained by Inspec shall be based on the amount billed to Inspec times a factor of 1.10.

**I. CLIENT'S RESPONSIBILITIES**

The Client shall return the signed proposal to Inspec prior to the commencement of services.

**J. PAYMENT PROVISIONS**

1. Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.
2. Payment of invoices for Inspec services shall not be contingent on payments received by the Client from other parties.

**K. SUSPENSION OR TERMINATION OF SERVICES**

This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

**L. RISK ALLOCATION/DISPUTE RESOLUTION**

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed \$20,000 or the total amount actually paid by Client to Inspec under this proposal, whichever is greater. It is intended that limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**M. REMARKS**

We request that you review this proposal and, if satisfactory, sign and return it as our authorization to proceed. If you have any questions concerning any item on this proposal, please do not hesitate to contact us. This proposal is valid for thirty (30) days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

This Agreement entered into as of the day and year first above written.

**Phases I and II – Design Services and Construction Administration Services**

**For Client**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Title*

LeSueur-Henderson Public Schools

**For Inspec**

  
\_\_\_\_\_  
*Signature*

Clifford W. Buhman, P.E.  
\_\_\_\_\_  
*Printed Name*

Senior Project Manager  
\_\_\_\_\_  
*Printed Title*

INSPEC, INC.

CB/bap

## **AGREEMENT FOR COOPERATIVE SPONSORSHIP OF HOCKEY**

This agreement is made between the School Boards of Independent School District No. 2397, Le Sueur/Henderson, Minnesota, Independent School District No. 392, Le Center, Minnesota, and Independent School District No. 508, Saint Peter Minnesota. The parties agree as follows:

1. Joint Application—The above named governing boards have independently made applications to the Minnesota State High School League (MSHSL) Board of Directors for approval for cooperative sponsorship of joint high school hockey programs, hereinafter "combined programs," for students attending Le Sueur/Henderson, Le Center, and Saint Peter High Schools. These combined programs are for boys' and girls' hockey teams.
2. Purpose—The purposes for the above named boards agreeing to apply for authority to sponsor the combined program are as follows:
  - A. To compete with some assurance of a safe and competitive experience.
  - B. To enable students from all schools to continue to participate in a hockey program (declining numbers might make the continuation of independent programs impossible).
  - C. To share ice times and transportation.
  - D. To make teams more competitive. Individual schools will not be forced to play younger players on the varsity.
  - E. Will allow a junior varsity team to prepare for varsity-level play.
  - F. To allow teams to compete in conference play with larger schools where a maturer varsity squad is needed.
3. Terms and Conditions of Cooperative Sponsorship—Any combined program shall be cooperatively sponsored upon the following terms and conditions.
  - A. Team Name. The team shall be known as Le Sueur-Henderson/Le Center/Saint Peter.
  - B. Contracts. Except as otherwise provided herein, contracts related to the cooperatively sponsored team with groups such as referee associations, with individuals or with other schools or school districts, shall be made by an athletic director from a district that does not employ the head coach.

- C. District 2397 will serve as the fiscal agent.
- D. Allocation of Costs. All costs of the combined program shall be allocated between the parties in the manner indicated below for each expenditure category listed:
1. Prorated shall be defined as the total number of students from each district, compared to the total number of students who are members of the varsity and junior varsity hockey squads. Students from the three schools who leave the squad shall be counted in this tabulation based on recommendation of the athletic directors.
  2. Expenses for transportation, including daily transportation of participants to and from practice sessions and contests and home contests, shall be the obligation of District 2397, District 392, and District 508 on a prorated basis.
  3. Expenses for transportation to away events shall be the obligation of Districts 2397, 392, and 508 on a prorated basis.
  4. Expenses related to the renting of practice and competitive facilities shall be the obligation of Districts 2397, 392, and 508 on a prorated basis.
  5. Expenses for scouting, coaches meetings, and workshops shall be the obligation of Districts 2397, 392, and 508 on a prorated basis.
  6. Expenses for payment of referees and other personnel necessary to stage the event shall be the obligation of Districts 2397, 392, and 508 on a prorated basis.
  7. Expenses for the purchase of new supplies and equipment shall be the obligation of Districts 2397, 392, and 508 on a prorated basis. The use of existing equipment will be shared equally. Equipment purchased under this agreement upon its termination shall be distributed to the participating schools based upon the prorated basis of the year the agreement is discontinued.
  8. Expenses for salaries and fringe benefits for coaches shall be the obligation of Districts 2397, 392, and 508 on a prorated basis. The salary and fringe benefits will be based on the contract of the school that employs the coach. However, the salary and fringe benefits will be prorated amongst Districts 508, 392, and 2397. A district that does not contract for a coach will be billed on a prorated basis.

9. In the event that the allocation of an expenditure item is not specified above, the costs of that item shall be the responsibility of Districts 2397, 392, and 508 on a prorated basis.

E. Other Financial Considerations

1. Allocation of Gate Receipts—funds from gate receipts shall be shared by Districts 2397, 392, and 508 on a prorated basis.
2. Athletic Fee Schedule—all hockey participants playing under the cooperative agreement between School Districts 2397, 392, and 508 shall pay the fees established in the home schools athletic fee schedule. These fees shall be kept by the individual schools

- F. Control and Supervision of Programs and Participants—The control and supervision of combined programs and of the behavior of student participants of the cooperative hockey program shall be the responsibility of the three school districts.

- G. School Song—The school songs of the combined hockey programs will be those of Districts 2397, 392, and 508.

- H. Cheerleaders—A decision to have cheerleaders will be mutually agreed upon by member districts.

4. Practice—All prime practice time shall be at the Le Sueur Community Center (prime time being 3:45-8:15 p.m.). EXCEPTION—when a game is scheduled at Saint Peter, the team shall have a scheduled practice at Lund Center. In addition, if the coaches deem it necessary to move a practice site, they may do so by communicating with the athletic directors from Saint Peter, Le Center, and Le Sueur. Prime practice time shall be evenly divided between the boys' and girls' programs.
5. Games—One-half of the home games will be played at Le Sueur Community Center and one-half of the home games will be played at Lund Center, if possible (this does not include tournaments).
6. Coaching Assignments—The coaching assignments will be made by mutual agreement of the athletic directors. Coaches designated as head, assistant, etc., will be evaluated on an annual basis.
7. Resolution of Disputes—Any disputes relating to this agreement, or items in this agreement requiring clarification, will be investigated by the school superintendents from each school and they will present their findings and make recommendations to their respective boards.

8. Liability Insurance—Nothing contained in this agreement shall relieve any party to this agreement for liability for its negligence or that of its officers, agents, and employees. Each party shall carry liability insurance in the minimum amount of \$100,000 for any claimant and \$300,000 for any number of claims arising out of a single occurrence. The policy shall name the officers, agents, and employees of the other parties as named insurers. Each party shall provide the other parties with a certificate evidencing such insurance coverage.

**PROVISIONS FOR INDIVIDUALS FROM SURROUNDING SCHOOL DISTRICTS  
TO PARTICIPATE IN THE LE SUEUR-HENDERSON/LE CENTER/SAINT PETER  
HOCKEY COOPERATIVE**

1. It will be the responsibility of the school district requesting that individuals participate to take care of all the necessary items that the Minnesota State High School League may require them to join the cooperative—timelines, fees, etc.
2. Districts joining the cooperative must receive approval by the Saint Peter School Board, the Le Sueur/Henderson School Board, and the Le Center School Board.
3. The name of the team shall remain Le Sueur-Henderson/Le Center/Saint Peter with no reference to additional communities.
4. Once a player, or players, from an additional district is allowed to participate, he/she or they may continue participation until they have used up their high school eligibility unless Item 5 below has to be implemented. If the number of participants from Saint Peter, Le Sueur/Henderson, and Le Center grows to approximately 40 players between the three communities, the Le Sueur-Henderson/Le Center/Saint Peter cooperative reserves the right to deny the addition of players from other districts. Any additional district must be informed one year in advance of the beginning of the next hockey season, if the Le Sueur-Henderson/Le Center/Saint Peter cooperative wishes to exercise restrictions.
5. If at any time the addition of players from additional communities causes the Le Sueur-Henderson/Le Center/Saint Peter cooperative to move from Minnesota State High School League Class A classification to Class AA classification, the Le Sueur-Henderson/Le Center/Saint Peter cooperative reserves the right to deny the addition of players from other districts as long as notification of such removal is given before the end of the school year the change of classification is made.
6. Transportation to practice sites and exit points from away games will be the responsibility of the additional district and none of these costs will be incurred by the Le Sueur-Henderson/Le Center/Saint Peter cooperative. In turn, additional districts will not be held responsible for the costs of transportation to practice sites and exit points in which they are not involved and are held for Saint Peter, Le Sueur-Henderson/Le Center participants. Saint Peter provides transportation to all away games.
7. At the completion of the hockey season, each additional district will be billed for their individual's participation in the Le Sueur-Henderson/Le Center/Saint Peter cooperative on a prorated basis. The number of individuals participating figures the

participant cost following the distribution of revenues, by dividing the total cost of the program.

8. The additional district must agree that they will abide by the operational guidelines outlined in the Le Sueur-Henderson/Le Center/Saint Peter agreement.