

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





Shakopee Public Schools
School Board Business Meeting
Shakopee Public Schools District Office Board
Room, 1200 Town Square, Shakopee, MN
55379

July 25, 2016
6:00 PM

1. CALL TO ORDER AND ROLL CALL - CHAIR BOWERMAN.
2. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS.
3. RECOGNITION OF VISITORS TO BOARD MEETING.
4. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.
5. CONSENT ITEMS
 5. 1. Personnel Items

5.1.1 Acceptance of Resignations

Last Name, First Name, Position, Location, Effective Date

Rademacher, Daniel, Custodian, High School, 7/08/2016

McGinnis, RJ, Teacher, Physical Education, East Junior High School, 6/10/2016

Recommended Action

Accept the resignations as presented.

5.1.2 Approval of Certified Contracts

Last Name, First Name, Position, Location, Grade, Step, FTE, Effective, Salary
Annual

Fordaye, Rebecca, Teacher, Math, West Junior High School, BA, 5, 1.0,
8/08/2016, \$41,671.00

Tangert, Christopher, Teacher, DAPE, Central Family Center, MA, 4, .40, 8/08/2016,
\$19,441.20

Krieg, Caitlin, Teacher, English, West Junior High School, BA, 3, 1.0, 8/08/2016,
\$39,440.00

Waldorf, Taylor, Teacher, Social Studies, High School, BA, 4, 1.0, 8/08/2016,
\$40,556.00

Wheeler, Leah, School Psychologist, High School/ Pearson 6th Grade Center, MA +
20, 3, 1.0, 8/08/2016, \$51,177.00

Schmitz, Lyndie, Teacher, Intervention, Pearson 6th Grade Center, MA, 6, 1.0,
8/08/2016, \$51,280.00

Depies, Benjamin, Teacher, Science, East Junior High School, BA + 20, 5, 1.0,
8/08/2016, \$45,808.00

Recommended Action

Approve certified contracts as presented.

5.1.3 Approval of Shakopee High School Assistant Principal

Mr. Scott Doran is being presented for approval as a Shakopee High School Assistant Principal effective July 1, 2016 at \$111,300.

Recommended Action

Approve Mr. Scott Doran as a Shakopee High School Assistant Principal as presented.

- 5. 2. Approval of minutes of the July 11, 2016 School Board Business Meeting. 5
- 5. 3. Consideration of bills and authorization to pay same.
- 5. 4. Approval of wires report. 9
- 5. 5. Change Order #1 for the High School Early Site Package Project 10
Change Order #1 for the High School Early Site Package Project with Northwest Asphalt in the amount of \$31,057.02 is presented for approval.
Recommended Action
Approve Change Order #1 as presented.
- 5. 6. Approval of Change Order #2 for the Vaughan Field Site Improvements Project 11
Change Order #2 for the Vaughan Field Site Improvements Project with Maertens-Brenny Construction Company in the amount of \$29,754.00 is presented for approval.
Recommended Action
Approve Change Order #2 as presented.
- 6. OLD BUSINESS DISCUSSION ITEMS
- 7. OLD BUSINESS ACTION ITEMS
 - 7. 1. Acceptance and Award of Bid for Construction Project at Shakopee High School 12
The bid opening for the construction project at Shakopee High School was held Tuesday, July 19, 2016 at 3:00PM in the District Office.

The bids received for the High School Expansion Project were within an acceptable range and in line with budget expectations.
Recommended Action
Approve a contract with Shaw-Lundquist Associates, Inc. with a base bid amount of \$73,088,000.00 as presented.

The 6 Alternate Bids for the High School Expansion Project were not within the allocated budget. ICS Consulting and Wold Architects & Engineers will further

investigate, re-design and repackage portions of the project.

Recommended Action

Reject all bids for the 6 Alternates for the High School Expansion Project as presented.

Presenter: Chris Ziemer, ICS Consulting

Time: 10 minutes

7. 2. Ice Agreement with the City of Shakopee

17

School Board Chair Reggie Bowerman will present the ice agreement with the City of Shakopee for Board approval.

Recommended Action

Approve the ice agreement with the City of Shakopee as presented.

Presenter: School Board Chair Reggie Bowerman

Time: 10 minutes

8. NEW BUSINESS DISCUSSION ITEMS

9. NEW BUSINESS ACTION ITEMS

10. OTHER

11. COMMITTEE REPORTS

12. UPCOMING MEETINGS AND IMPORTANT DATES

August 2, 2016 Academies of Shakopee Ford NGL Steering Committee 8:00AM

August 15, 2016 Board Business Meeting 6:00PM

August 18, 2016 All-District Back to School Day 7:30AM-1:00PM

Shakopee High School - a quorum of the board may be present

13. ADJOURNMENT

Minutes of Board Business Meeting

School Board Shakopee Public Schools

A Board Business Meeting of the School Board of Shakopee Public Schools was held Monday, July 11, 2016, beginning at 6:00 PM in the Shakopee Public Schools District Office Board Room, 1200 Town Square, Shakopee, MN 55379.

1. CALL TO ORDER AND ROLL CALL - CHAIR BOWERMAN.

PRESENT: Hallett, McKeand, Pass, Romansky, Swanson, Tucker and Bowerman

ABSENT:

2. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS.

2. 1. Recognized State Level Participants

2. 2. Recognized Shakopee West Jr. High School Energy Star designation

3. RECOGNITION OF VISITORS TO BOARD MEETING.

4. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.

Hallett/Romansky moved to approve the agenda with 5.5 Approval of 2016-17 YMCA Pre-School Contract to a future meeting with the addition of 5.7 Request for Additional FTE for Pre-School Programming as presented; motion passed unanimously.

5. CONSENT ITEMS

Swanson/McKeand moved to approve the consent agenda as presented; motion passed unanimously.

5. 1. Personnel Items

5.1.1 Acceptance of Resignations

Last Name, First Name, Position, Location, Effective Date

Christ, Jennifer, Teacher, Science, West Junior High School, 6/10/2016

Conrad, Emma, Program Support Assistant, West Junior High School, 6/09/2016

Dressler, Brenda, Administrative Assistant, Eagle Creek Elementary School, 6/17/2016

Heim, Mary Beth, Teacher, Special Services, Central Family Center, 6/09/2016

Johnston, Heidi, Payroll Secretary, District Office, 6/29/2016

Juarez, Maria, Licensed School Nurse, Central Family Center, 6/21/2016

Kaspar, Jessica, Teacher, Social Studies, High School, 6/10/2016

Koenig, Ellyn, Health Assistant, Jackson Elementary School, 6/09/2016

Kusch, Ben, Jr. High Assistant Principal, 7/19/2016

Larivee, Larissa, Program Support Assistant, High School, 6/10/2016

McClay, Diana, Program Support Assistant, West Junior High School, 6/09/2016

McLean, Shannon, Teacher, Social Studies, High School, 6/10/2016

Miller, Megan, Special Services Supervisor, District Wide, 6/30/2016

Witt, Elizabeth, Program Support Assistant, Eagle Creek Elementary School, 6/09/2016

Yong , Rotta, AVID Tutor, District Wide, 6/09/2016

Recommended Action

Accepted the resignations as presented.

5.1.2 Approval of 2016-18 Custodial Contract

Recommended Action

Approved the 2016-18 Custodial Contract as presented.

5.1.3 Approval of Payroll Specialist Position Change

Recommended Action

Removed Payroll Secretary position from the Clerical Agreement to an at-will Payroll Specialist position as presented.

5.1.4 Approval of Position Title Changes

Recommended Action

Approved the change of Director of Human Resources to Executive Director of Administrative Services and the change of Director of Teaching & Learning to Executive Director of Teaching & Learning as presented.

5.1.5 Approval of Certified Contracts

Last Name, First Name, Position, Location, Grade, Step, FTE, Effective, Salary Annual

Aleckson, Kelsey, Teacher, Family and Consumer Science, High School/East, BA , 6, 1.0, 8/08/2016, \$42,787.00

Armstrong, Harold, Social Worker, West Junior High School, BA, 5, 1.0, 8/08/2016, \$41,671.00

Burlager, Mike, Director of Finance, Districtwide, \$131,300, effective 7/1/2015 - 6/30/2017

Hare, Scott, Executive Director of Administrative Services, Districtwide, \$140,000, effective 7/1/2016

Lisner, Amy, Teacher, Social Studies, West Junior High School, BA, 5, 1.0, 8/08/2016, \$41,671.00

Menden, Julie, Director of Special Services, Districtwide, \$130,000, effective 7/1/2016

Monaghan, Nicole, Teacher, ECFE Parent Educator, Central Family Center, BA + 30, 8, .50, 8/08/2016, \$31.68/hr

Nelson, Todd, Teacher, Business, High School, MA, 10, 1.0, 8/08/2016, \$57,203.00

Orstad, Tara, Teacher, Science, West Junior High School, MA, 9, 1.0, 8/08/2016, \$55,289.00

Schmitz, Lyndie, Teacher, Media, Pearson 6th Grade Center, MA, 6, 1.0, 8/08/2016, \$41,024.00

Simon, Heidi, Social Worker, Central Family Center/Tokata Learning Center, MA , 9, 1.0, 8/08/2016, \$55,289.00

Sovine, Robin, Teacher, English, Pearson 6th Grade Center, Ed Spec, 9, 1.0, 8/08/2016, \$64,446.00

Thul, Nancy, Executive Director of Teaching & Learning, Districtwide, 7/1/2016, \$140,000

Weiers, Andrew, Teacher, DAPE, District Wide, BA + 10, 7, 1.0, 8/08/2016, \$46,078.00

Recommended Action

Approved certified contracts as presented.

5.1.6 Approval of Non-Certified Contract

Last Name, First Name, Position, Location, Salary, Effective

Betton, Ray, Excellence with Equity Lead Supervisor, Districtwide, \$107,359, effective 7/1/2016

Miller, Alexander, Paraprofessional-AVID Tutor, West Jr. High School, \$14.02/hr, 8/22/16

Recommended Action

Approved non-certified contract as presented.

5. 2. Approved the minutes of the June 13, 2016 School Board Business Meeting.

5. 3. Approved the bills and authorized to pay same.

5. 4. Approval of 2016-17 Student Handbooks.
Approved the 2016-17 student handbooks as presented.

5. 5. Approval of 2016-17 YMCA Pre-School Contract.
Removed for future meeting. No action taken

5. 6. Approval of CFC Lease Agreement.
Approved lease agreement with the CAP Agency as presented.

5.7 Request for Additional FTE for Pre-School Programming

Due to increased enrollment, a request to add up to a 1.0 FTE teacher and to add up to a 1.0 FTE PSA was presented.

Recommended Action

Approved the additional FTE for Pre-School Programming as presented.

6. OLD BUSINESS DISCUSSION ITEMS

6. 1. Construction Update

Assistant Superintendent John Bezek and Chris Ziemer, ICS Consulting, presented an update of the district's construction projects.

7. OLD BUSINESS ACTION ITEMS

7. 1. 2015-16 Superintendent Annual Review

School Board Chair Reggie Bowerman provided a brief summary of the Superintendent's annual review. The 2017-2020 contract for Superintendent Rod Thompson was also presented for Board approval.

Recommended Action

Tucker/Swanson moved to accept the Superintendent annual review as presented; motion passed unanimously.

McKeand/Hallett moved to approve the 2017-2020 contract for Superintendent Rod Thompson as presented; motion passed unanimously.

7. 2. School Board Self Evaluation

School Board Chair Reggie Bowerman presented a review of the School Board's self-evaluation.

Recommended Action

Tucker/Pass moved to accept the School Board's self-evaluation as presented; motion passed unanimously.

7. 3. Long Term Maintenance Revenue

Director of Finance Mike Burlager presented an overview of the new procedures for obtaining approval for LTFM revenue are designed to comply with requirements of the LTFM statute which states that a school district or intermediate district, must have a ten-year facility plan adopted annually by the school board and approved by the Commissioner of Education. All documents required by MDE are part of the LTFM ten-year plan.

Recommended Action

Swanson/Hallett moved to approve the Long Term Facility Maintenance Plan as presented; motion passed unanimously.

8. NEW BUSINESS DISCUSSION ITEMS

8. 1. COPS (Community Outreach by Police for Students)

Teaching & Learning Elementary Supervisor Nika Summer and Sergeant Angela Trutnau from the Shakopee Police Department presented an overview of a new partnership, COPS (Community Outreach by Police for Students), between the Shakopee Police Department and the Shakopee Public Schools is in the works for the 2016-2017 school year. COPS will work to build positive relationships with students by delivering lessons in grades 5-7 focused on the idea that "Courage is COOL!" The lessons will promote healthy behaviors and encourage students to have the courage to do what's right.

9. NEW BUSINESS ACTION ITEMS

9. 1. Approval of Shakopee High School Executive Principal

Superintendent Rod Thompson presented Mr. Jeff Pawlicki for Board approval as the Shakopee High School Executive Principal effective July 1, 2016 at \$138,680 annually.

Recommended Action

McKeand/Pass moved to approve Mr. Jeff Pawlicki as the Shakopee High School Executive Principal as

presented; motion passed unanimously.

9. 2. Approval of Shakopee High School Assistant Principal

Superintendent Rod Thompson presented Mrs. Sarah Jordan as the Shakopee High School Assistant Principal effective July 1, 2016 at \$111,300.

Recommended Action

Hallett/Tucker moved to approve Mrs. Sarah Jordan as the Shakopee High School Assistant Principal as presented; motion passed unanimously.

10. OTHER

11. COMMITTEE REPORTS

12. UPCOMING MEETINGS AND IMPORTANT DATES

July 13, 2016 Master Plan for the Academies of Shakopee Writing Day
with Ford Next Generation Learning

July 14, 2016 Master Plan for the Academies of Shakopee Writing Day
with Ford Next Generation Learning

July 20, 2016 Board Oversight Committee (BOC) Meeting 5:00PM
a quorum of the Board may be present

July 25, 2016 Board Business Meeting 6:00PM

13. ADJOURNMENT

At 7:11PM, Tucker/Pass moved to adjourn as presented; motion passed unanimously.

June 2016 Wires

Wires In

| | | |
|--------------------------------|------------------|-------------------------|
| June 6 2016 County Check | \$ 7,812,005.00 | |
| June 21 2016 County Check | 1,526,876.00 | |
| June 2016 State MMB | 343,087.06 | |
| June 20 2016 State | 3,373,079.80 | |
| June 30 2016 State | 29,362.17 | |
| MSDLAF Int June 2016 | 4,582.70 | |
| Bldg bond Int June 2016 | 283,684.74 | |
| May 2016 Interest Health Trust | 2.94 | |
| May 2016 Interest Dental Trust | 0.60 | |
| OPEB Int June 2016 | <u>65,524.99</u> | |
| Total Wires In | | \$ 13,438,206.00 |

Wires Out

| | | |
|----------------------------|------------------|-------------------------------|
| June 2, 2016 checks | \$ 300,000 | |
| June 9, 2016 Payroll | 1,800,000 | |
| June 13 2016 Taxes | 1,000,000 | |
| June 16. 2016 Board Checks | 400,000 | |
| June 21 2016 Checks | 300,000 | |
| June 23. 2016 Payroll | 1,400,000 | |
| June 29 2016 Board checks | 400,000 | |
| June 23 2016 Checks | 400,000 | |
| June Health Trust | 625,000 | |
| June Dental Trust | 53,000 | |
| June 16 04 Bldg Expense | 760,000 | |
| June 16 15 Bldg Expense | <u>1,720,000</u> | |
| Total Wires Out | | 9,158,000.00 |
| Net June 2016 | | <u>\$ 4,280,206.00</u> |



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Change Order

| | | |
|---|---|--|
| PROJECT <i>(Name and address):</i> Shakopee High School Early Site Package 100 17th Avenue West Shakopee, MN 55379 | CHANGE ORDER NUMBER: 001 DATE: July 12, 2016 | OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
| TO CONTRACTOR <i>(Name and address):</i> Northwest Asphalt, Inc. 1451 Stagecoach Road Shakopee, MN 55379 | ARCHITECT'S PROJECT NUMBER: 152092S CONTRACT DATE: April 28, 2016 CONTRACT FOR: General Construction | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1) PCO #002 / Wold PR #002R - Electrical revisions. ADD: \$71,057.02
- 2) PCO #006 / RFI #003 - Reclaim existing parking lot and re-use material for Class V. DEDUCT: (\$40,000.00)

TOTAL THIS CHANGE ORDER: ADD: \$31,057.02

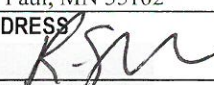
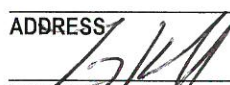
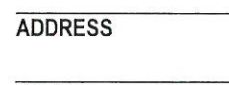
| | |
|--|-----------------|
| The original Contract Sum was | \$ 1,537,200.00 |
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 1,537,200.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 31,057.02 |
| The new Contract Sum including this Change Order will be | \$ 1,568,257.02 |

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 12, 2016 (Phase I) and October 14, 2016 (Phase II).

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

| | | |
|---|---|---|
| <u>Wold Architects Engineers</u> ARCHITECT <i>(Firm name)</i> | <u>Northwest Asphalt, Inc.</u> CONTRACTOR <i>(Firm name)</i> | <u>Independent School District #720</u> OWNER <i>(Firm name)</i> |
| 332 Minnesota Street Suite W2000 St. Paul, MN 55102 ADDRESS | 1451 Stagecoach Road Shakopee, MN 55379 ADDRESS | 1200 Town Square Mall Shakopee, MN 55379 ADDRESS |
|  BY <i>(Signature)</i> |  BY <i>(Signature)</i> |  BY <i>(Signature)</i> |
| <u>Ben Beery</u> <i>(Typed name)</i> | <u>Tony Kaufhold</u> <i>(Typed name)</i> | <u>Michael Burlager</u> <i>(Typed name)</i> |
| <u>7/20/16</u> DATE | <u>7/13/16</u> DATE | DATE |



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Change Order

| | | |
|--|---|--|
| PROJECT <i>(Name and address):</i> Vaughan Field Stadium/Concessions Improvements 200 10th Avenue East Shakopee, MN 55379 | CHANGE ORDER NUMBER: 002 DATE: June 6, 2016 | OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
| TO CONTRACTOR <i>(Name and address):</i> Maertens-Brenny Construction Company 8251 Main Street Northeast Minneapolis, MN 55432 | ARCHITECT'S PROJECT NUMBER: 152123 CONTRACT DATE: February 23, 2016 CONTRACT FOR: General Construction | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1) PCO #003 / Wold PR #3 - Delete track lighting. DEDUCT: (\$29,754.00)

TOTAL THIS CHANGE ORDER: DEDUCT: (\$29,754.00)

| | | |
|--|----|--------------|
| The original Contract Sum was | \$ | 5,341,000.00 |
| The net change by previously authorized Change Orders | \$ | -51,400.00 |
| The Contract Sum prior to this Change Order was | \$ | 5,289,600.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ | 29,754.00 |
| The new Contract Sum including this Change Order will be | \$ | 5,259,846.00 |

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 12, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

| | | |
|---|---|--|
| <u>Wold Architects Engineers</u> ARCHITECT <i>(Firm name)</i> | <u>Maertens-Brenny Construction Company</u> CONTRACTOR <i>(Firm name)</i> | <u>Independent School District #720</u> OWNER <i>(Firm name)</i> |
| 332 Minnesota Street, Suite W2000 St. Paul, MN 55102 ADDRESS | 8251 Main Street Northeast Minneapolis, MN 55432 ADDRESS | 1200 Town Square Mall Shakopee, MN 55379 ADDRESS |
| <i>BSM</i> BY <i>(Signature)</i> | <i>[Signature]</i> BY <i>(Signature)</i> | BY <i>(Signature)</i> |
| Ben Beery <i>R. Scott Weaver</i> (Typed name) | Chris Johnson <i>John Hoffman</i> (Typed name) | Michael Burlager (Typed name) |
| <i>July 5, 2016</i> DATE | <i>JUN 07 2016</i> DATE | DATE |

July 20, 2016

Board of Education
ISD #720 – Shakopee Public Schools
1200 Shakopee Town Square
Shakopee, MN 55379

Re: ISD #720 – Shakopee Public Schools
High School Expansion Project

Dear Board Members

At 2:00 PM on Tuesday, July 19, 2016, the District received six (6) bids for the High School Expansion Project. The bids received were within an acceptable range representing a highly competitive bid day. ICS Consulting, Inc. has reviewed the bids received for the above-referenced project. The Base Bid received from the apparent low responsible Bidder is in line with budget expectations. Our recommendation for award is as follows:


Base Bid
Shaw-Lundquist Associates, Inc. – Total Base Bid Amount: **\$73,088,000.00**

We recommend that the District enter into a contract with Shaw-Lundquist Associates, Inc. of Eagan, Minnesota for the total bid amount of Seventy-three Million Eighty-eight Thousand Dollars and No/Cents (\$73,088,000.00).

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, and Shaw-Lundquist Associates, Inc.'s First Tier Subcontractor List. Please contact us at (763) 354-2670 should you have any questions regarding our recommendation.

Regards,



Christopher B. Ziemer CSI, LEED AP BD+C
Project Manager

KW/am

Enclosures

cc: Dr. Rod Thompson, ISD #720
Dr. John Bezek, ISD #720
Scott McQueen, Wold
file

July 20, 2016

Board of Education
ISD #720 – Shakopee Public Schools
1200 Shakopee Town Square
Shakopee, MN 55379

Re: ISD #720 – Shakopee Public Schools
High School Expansion Project

Dear Board of Education:

At 3:00 PM on Tuesday, July 19, 2016, the District received six (6) Alternate Bids for the High School Expansion Project. The bids received were not within the allocated budget. A copy of the bid tabulation is enclosed for your records.

Our recommendation is for the District to reject all bids at this time. ICS Consulting and Wold Architects & Engineers are committed to further investigate, re-design and repackage portions of the project.

Should you have any comments or concerns, please contact me at (612) 223-6122 to discuss.

Sincerely,



Christopher B. Ziemer CSI, LEED AP BD+C
Project Manager

ES/rw

Enclosures

cc: Dr. Rod Thompson, ISD #720
Dr. John Bezek, ISD #720
Scott McQueen, Wold
file

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: _Shakopee High School Additions & Renovations

Minn. Stat. §16C.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to the execution of a construction contract with each subcontractor.

| First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State) | Name of city where company home office is located |
|---|--|
| M&P Engineering and Surveying Veit Specialty Contracting | St. Paul, MN Rogers, MN |
| Nova- Frost Inc. Bituminous Roadways Inc. | Inver Grove Heights, MN Mendota Heights, MN |
| CR Fischer & Sons Glacial Ridge Inc. | Farmington, MN New London, MN |
| Action Fence Inc. Autumn Ridge Landscaping Inc. | Burnsville, MN Loretto, MN |
| Gage Brothers Molin Concrete Products | Sioux Falls, SD Lino Lakes, MN |
| B&D Associates CAB Metal Fabrication | St. Paul, MN Mankato, MN |
| Red Cedar Steel Erectors Twin City Hardware | Menomonie, WI Fargo, ND |
| Overhead Door Co. of the Northland Won- Door Corporation | Eagan, MN Salt Lake City, UT |
| Brin Contract Glazing WL Hall Company | Minneapolis, MN Hopkins, MN |
| McPhillips Bros. Roofing Co. The Sopris Group LLC | St. Paul, MN Fridley, MN |
| Advanced Terrazzo & Tile Co. Inc. Twin City Acoustics | Minneapolis, MN Plymouth, MN |
| Anderson Ladd Inc. Floors by Beckers | Minneapolis, MN St. Cloud, MN |

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: _Shakopee High School Additions & Renovations

Minn. Stat. §16C.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to the execution of a construction contract with each subcontractor.

| First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State) | Name of city where company home office is located |
|---|--|
| Pro Maintenance Inc. Hufcor Inc. | Hutchinson, MN Golden Valley, MN |
| Steinbrecher Painting Nordquist Sign Company | Princeton, MN St. Paul, MN |
| Olympus Lockers and Storage Products Inc. Strategic Equipment and Supply Corp | Eden Prairie, MN St. Cloud, MN |
| SECOA Norcostco | Champlin, MN Minneapolis, MN |
| Centre Stage MFG. Co. LLC Cosney Corporation | Sauk Centre, MN Long Lake, MN |
| Wenger Corporation Davis Furniture Company | Owatonna, MN Melrose, WI |
| Seating and Athletic Facility Enterprises St. Paul Fabricating & Decorating | Ellendale, MN St. Paul, MN |
| Schindler Elevator Corporation Access Lifts | Eagan, MN Eagan, MN |
| NAC Mechanical & Electrical Services Master Mechanical | Vadnais Heights, MN Eagan, MN |
| Russ Nelson Electric Inc. | Ellendale, MN |
| | |

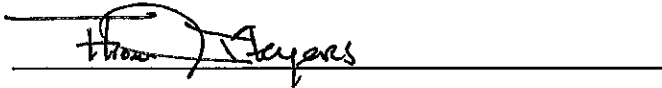
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on Attachment A have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. §16C.285

Authorized Signature of Owner or Officer:

Printed Name:



Thomas J. MEYERS

Title: VICE PRESIDENT

Date: 7-22-16

Company Name: SHAW LUNDQUIST ASSOCIATES INC.

**AGREEMENT FOR USE OF CITY ICE ARENA BY
INDEPENDENT SCHOOL DISTRICT NO.720**

THIS AGREEMENT is made and entered into by and between the CITY OF SHAKOPEE, a municipal corporation and political subdivision of the State of Minnesota, ("City") and INDEPENDENT SCHOOL DISTRICT NO. 720, Shakopee, Minnesota (the "District") and independent school district and political subdivision of the State of Minnesota.

Recitals

- A. The City is in the process of constructing a new Ice Arena at 1255 Fuller Street in the City of Shakopee, Minnesota
- B. The Ice Arena and the Team Locker Rooms (as defined below) are expected to be ready for use by December 1, 2016.
- C. The District desires to use the ice rinks, spectator areas, common areas, parking lots and other appurtenant facilities (collectively the "Ice Arena") for its boys' and girls' junior varsity and varsity hockey programs, as well as its physical education programs.
- D. The City and the District desire to enter into this Agreement setting forth the terms by which the District will use the Ice Arena.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

- 1. **Term.** This Agreement shall commence on December 1, 2016 (the "Effective Date") and terminate on **March 31, 2027** (the "Term"). During the Term, the District shall have the right to use the Ice Arena from October 1st through March 31st ("Hockey Season") of each school year, provided, however, that during the 2016-17 Hockey Season, the District shall have such right only from the date that the Ice Arena is available for use until March 31, 2017.
- 2. **Payment.** During the Term (except the first year of the Term), the District shall pay \$125,000.00 annually to the City for the District's use of the Ice Arena during each Hockey Season (the "Use Fee"). Payment shall be made in two equal installments of \$62,500. The first installment is due no later than December 1st and the second installment is due no later than April 1st of each school year. During the first year of the Term, the District shall pay the City a pro rata portion of the Use Fee in the amount of \$83,333 (the "First Year Use Fee"). In event the Ice Arena is not ready for the District's use by the Effective Date, the First Year Use Fee shall be further pro-rated to the date that Ice Arena is ready for the District's use as contemplated by this Agreement. The First Year Use Fee shall be paid in two installments in accordance with this Section 2.
- 3. **Ice Time.** The District is granted ice time during the times and under the terms and conditions set forth in the attached **Exhibit A**.

4. Team Locker Rooms. The District is hereby granted an exclusive right to use two Varsity/Junior Varsity Team locker rooms (“Team Locker Rooms”) depicted and described in the attached **Exhibit B** during the Term, including before and after the Hockey Season. The District may, in its sole discretion, and at the City’s request, allow other groups to use the Team Locker Rooms outside of the Hockey Season. The District and the City mutually agree that the District’s right to exclusive use of the Team Locker Rooms shall be deemed a lease of that space for governmental purposes in accordance with Minn. Stat. § 126C.10, subd. 14(3),
5. District Improvements. The District shall construct or may request that the City construct, at the District’s sole expense, the initial build-out of the Team Locker Rooms (the “District Improvements”). The District shall deliver to the City a complete set of plans and specifications in the form of working drawings or construction drawings identifying the interior layout of the Team Locker Rooms, including complete sets of detailed architectural, structural, mechanical, electrical, and plumbing working drawings for any and all District Improvements. The District may also make such additional alterations, additions or improvements to the Team Locker Rooms as it deems necessary (the “Additional District Improvements”) upon responsible notice and approval of the city. Any alteration, addition or improvement made to the Team Locker Rooms (other than movable equipment, furniture and other trade fixtures owned by the District) will at once become the property of the City upon expiration or earlier termination of this Agreement, except that if the City terminates this Agreement, the City shall not acquire ownership of the alterations, additions or improvements to the Team Locker Rooms until the City reimburses the District a pro rata portion of the costs of the District Improvements and the Additional District Improvements. The pro rata payment shall be determined by multiplying the total costs of the District Improvements and Additional District Improvements by the percentage amount of the full calendar months remaining of the Term. The District shall maintain verifiable records of such costs.
6. District’s Use of Ice Arena. The District shall use the Ice Arena for the District’s hockey program and physical education classes, pursuant to the terms of this Agreement and the attached **Exhibit A**. The District shall not create a nuisance or use the Ice Arena for any illegal or immoral purposes.
7. Compliance With Laws. The City warrants that the physical condition and indoor air quality of the Ice Arena will comply with all applicable laws, ordinances, rules and governmental regulations (“Applicable Laws”). The City shall comply with all Applicable Laws regarding the physical condition and indoor air quality of Ice Arena. The District shall comply with all Applicable Laws regarding the physical condition of the Ice Arena to the extent the Applicable Laws pertain to the particular manner in which District uses the Ice Arena or to the lawful use of the Ice Arena, such as laws governing maximum occupancy and illegal business operations
8. District Policies Applicable. During the Term, the District’s policies and procedures shall apply to use of the Ice Arena and Team Locker Rooms.

9. Services and Utilities. The City shall, at its expense:
- a. Provide heating, ventilation and air conditioning (HVAC) for the Ice Arena to maintain comfortable temperatures and air quality during the times that the District uses the Ice Arena;
 - b. Provide electricity to the Ice Arena in reasonable amounts necessary for the District's use of the Ice Arena, [as well as access to the Ice Arena's wireless internet network](#);
 - c. Provide expendables such as light bulbs, paper towels, toilet paper and the like;
 - d. Cooperate with the District regarding the District's use of the Ice Arena and Team Locker Rooms;
 - e. Provide trash disposal receptacles; and
 - f. Maintain common areas in the Ice Arena as well as the parking lots and walk ways appurtenant to the Ice Arena, including snow removal and ice remediation;
10. District's Use and Care of the Ice Arena and Team Locker Rooms. The District shall, at its expense:
- a. Keep the Team Locker Rooms in good order;
 - b. Make repairs and replacements to the Team Locker Rooms needed because of District's misuse or negligence;
 - c. Maintain and clean the Team Locker Rooms on a regular basis using City-provided cleaning supplies and equipment. This includes cleaning, mopping, disinfecting, and depositing trash into proper receptacles;
 - d. Cooperate with the City staff that is assigned to oversee the Ice Arena;
 - e. Pay for and provide any security measures necessary to secure its equipment in the Team Locker Rooms and provide access to the City's Ice Arena Manager;
 - f. Be responsible for any losses due to theft, District employee errors, vandalism occurring in the Team Locker Rooms, unless such loss is the result of negligence or intentional acts by the City, its employees, volunteers, subcontractors or agents;
 - g. Ensure that those District employees follow the City's no smoking, tobacco and alcohol policy and premises policies, which regulate permissible activities and do not allow any smoking or drinking within the Team Locker Rooms.

- h. At the end of each Hockey Season, the District will remove from the Team Locker Rooms its personal property and equipment in order to facilitate an end-of-the-season deep cleaning and sanitizing of the Team Locker Rooms by City staff at City expense.
- 11. Interruption of Services. The City explicitly does not warrant that any services the City supplies to the Ice Arena under Section 8 hereof will be uninterrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of the City. In the event an interruption of one or more Services prevents the District from making full use of the Ice Arena during any day of the Hockey Season, a pro rata credit shall be applied to the District's next semi-annual Use Fee payment under Section 2 hereof for each day the District cannot make full use of the Ice Arena. The City may enter the Team Locker Rooms at reasonable times upon reasonable prior notice to the School District, and at any time in the case of an emergency, to make necessary and appropriate repairs or alterations, at the City's expense, to preserve the safety and physical condition of the Ice Arena or the Team Hockey Rooms.
- 12. Alterations. Except with respect to the District Improvements, the District shall not make alterations to the Ice Arena without the City's advance written consent, which consent shall not be unreasonably withheld. "Alterations" means additions, substitutions, installations, improvements, and similar changes to the physical condition of the Ice Arena.
- 13. Entire Agreement. This Agreement, including the attached **Exhibit A and Exhibit B**, constitutes the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of the Agreement shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and the City.
- 14. Applicable Law. Minnesota law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.
- 15. Data Practices Act. All of the data created, collected, received, stored, used, maintained, or disseminated by the City or the District in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 16. Indemnity. To the extent permitted by law, the District shall defend, indemnify and hold harmless the City, its officers, agents and employees, against all suits, demands, causes of action, liabilities, or claims for injury or damages of whatever nature, including death or damage to property, arising out of or related to the District's use of the Ice Arena.; provided, however, that such indemnification shall not extend to injury or damage caused by the negligence or intentional acts of the City, its agents, administrators, employees, volunteers and assigns.

17. Assignment. Neither party shall assign this Agreement or any of the rights, duties or payments arising under this Agreement to any third party without the written consent of the other.

18. Termination Due to Non-Appropriation. During the Term, the District shall have the right to terminate this Agreement at the end of any fiscal year of the District in the event that the District fails to appropriate money sufficient for the continued performance of this Agreement by District after the end of that fiscal year. The District may affect such termination by giving the City a written notice of termination and by paying to the City any fees and other amounts which are due and which have not been paid at or before the end of its then current fiscal year. Upon termination of this Agreement as provided in this section, the District shall not be responsible for the payment of any fees coming due with respect to succeeding fiscal years. Within ten (10) business days following the end of the fiscal year in which the non-appropriation occurs, the District shall remove all District property and equipment from the Team Locker Rooms and Ice Arena. All remaining property left in the Team Locker Rooms or Ice Arena after 10 days of termination will become the property of the City.

~~19. Either party may terminate this Agreement for any reason with a 60 day written notice to the other. If District fails to make timely payments to the City, the City may terminate this Agreement upon a 30 day written notice to District. Termination for Convenience. Following the completion of five (5) consecutive years of the Term, either party may terminate this Agreement without penalty for any reason upon written notice to the other party by not later than the close of business on April 1 of any remaining year of the Term (the "Notice Date"). In the event the City provides notice of termination by the Notice Date, the District shall, by the close of business on May 1 of that same year, vacate the Team Locker Rooms and remove any District property and equipment therefrom. In the event the City does not provide written notice of termination by the Notice Date, the District shall continue to have access to and use the Ice Arena and Team Locker Rooms through March 31 of the following year in accordance with this Agreement.~~

~~19-20. Default. If either party fails to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from the other party identifying the alleged breach and stating the desired remedy(ies), then that party shall be in default of its obligations under this Agreement. Thereafter, the non-defaulting party may: (i) terminate this Agreement without further liability, cost or obligation to the non-defaulting party, arising out of this Agreement, and/or (ii) pursue any remedies it may have at law or in equity.~~

~~20-21. Notices. All notices required under this Agreement must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this Agreement, the following persons are the designated contacts:~~

District Contact

City Contact

Mike Burlager

Jamie Polley

Director of Finance
Shakopee Public Schools
1200 Town Square
Shakopee, MN 55379

Parks and Recreation Director
City of Shakopee
1255 Fuller St S
Shakopee, MN 55379
(952) 233-9514

21.22. Miscellaneous.

- a. The City has the exclusive right to operate or manage concession sales at the Ice Arena for the sale of food and beverages, including food and beverages dispensed from vending machines. The District may not bring food or beverages for sale or distribution in the Ice Arena without prior written approval from the City and such approval shall not be unreasonably withheld.
- b. The District may not post advertisements in any portion of the Ice Arena without prior written approval from the City.
- c. The District will have shared use of the Ice Arena parking lot on a first-come, first-served basis. The District may not prohibit, regulate, or obstruct use of the Ice Arena parking lot by others.

22.23. Severability. If any portion of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

IN WITNESS WHEREOF, the undersigned parties acknowledge that they have read and understand this Agreement and have executed it on the dates recorded below.

INDEPENDENT SCHOOL DISTRICT NO.720

Date: _____

By _____
Its Chair

By _____
Its Clerk

CITY OF SHAKOPEE

Date: _____

By: _____
Its Mayor

By: _____
Its City Administrator

EXHIBIT A

~~1. Lump sum payment of \$125,000 per year includes:~~

~~a. 26 game blocks (4.5 hours) @ \$1,250/game block (26 X \$1,250 = \$32,500)~~

~~b. 402 available practice hours during 4 month season (i.e. 402 X \$210 = \$84,420)~~

~~e. 1. Lease of team rooms (amount decreases as school district pays more for practice time)~~

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2. Schedule of reserved dates and times:

a. All game times/dates as set and determined by School District Activities Director in consultation with the City's Ice Arena Manager. Each game shall have a reserved time of 4.5 hours.

b. Practice times for girls' and boys' junior varsity and varsity hockey teams from 5:30-7:30 a.m. on Mondays, Tuesdays, and Thursdays and from 3:15-6:30 p.m. on Mondays through Fridays. At designated dates and times mutually agreed-to by the parties, the District may use the Ice Arena for games and practices on Saturdays.

c. All post-season home games

d. Ice time selection must be made by August 1st each year of the Term.

e. Use of the Ice Arena for practices is for a maximum of 30 hours per week. Any ice time above 30 hours per week for practices will be billed at the City's normal hourly rate.

e.f. The total number of hours the Ice Arena can be used for practices and games shall not exceed 520 hours for each Hockey Season. The parties agree that the District shall be responsible for maintaining an accounting of the hours the Ice Arena is used for practices and games and shall, upon request, provide the City with the total number of hours used as of the date of the City's request.

3. The Team Locker Rooms must be cleaned out no later than two weeks after the Hockey Season concludes in order to facilitate the deep cleaning and sanitizing referenced in Section 10h, above. Personal property of the high school hockey players should only be stored in the Team Locker Rooms during the Hockey Season.

4. The District is responsible for cleaning up the Team Locker Rooms that are used by the District to their pre-event condition after each use. The District is responsible for taking down and storing any items that the District sets up for District games and events, including moving and storing tables, chairs, booths, stages or any other equipment used during the game or event.

5. The City, at its own expense, will provide an on-duty manager and ice maintenance personnel.

6. The District, at its own expense, will provide ticket personnel, operate the ticket table and receive all ticket sales revenue for District games and events.

7. The District, at its own expense, will provide crowd control staff for District games and events.

8. The District, at its own expense, will provide an event announcer, referees and any necessary off-ice officials for District games and events.
9. The District may use the Ice Arena for physical education classes during the school day at no charge pursuant to this Agreement and the Joint Use Agreement for Use of City of Shakopee & School District Facilities dated November 18, 2008 (the "Joint Use Agreement"). In the event of a conflict between this Agreement and the Joint Use Agreement, the terms of this Agreement shall control. The District will provide the City with a schedule of physical education classes by October 1st of each school year.

EXHIBIT B

Description and Depiction of the Team Locker Rooms

