

INDEPENDENT SCHOOL DISTRICT NO. 283

6311 Wayzata Blvd
St. Louis Park, Minnesota
Tuesday, November 14, 2023 6:30 PM
St. Louis Park District Offices
6300 Walker Street
Entrance 22, East Side of Building
St. Louis Park, Minnesota 55416

AGENDA

1. CALL TO ORDER	
2. LAND ACKNOWLEDGEMENT	
3. APPROVAL OF AGENDA	
4. SUPERINTENDENT'S REPORT	
5. CANVASSING OF THE NOVEMBER 7, 2023 ELECTION RESULTS	2
6. DISCUSSION ITEMS	
A. Superintendent search	10
7. CONSENT AGENDA	
A. Minutes	20
8. ACTION AGENDA	
A. Property sale	22
B. Close certain student activity accounts	90
9. COMMUNICATIONS AND TRANSMITTALS	
10. ADJOURNMENT	

CERTIFICATION OF MINUTES RELATING TO GENERAL ELECTION

Issuer: Independent School District No. 283 (St. Louis Park), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting, held on November 14, 2023 at 6:30 p.m. at the District offices.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO CANVASSING RETURNS OF SCHOOL DISTRICT GENERAL ELECTION

I, the undersigned, being the duly qualified and acting recording officer of the public corporation referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 14th day of November, 2023.

Heather Wilsey - School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

**RESOLUTION RELATING TO CANVASSING RETURNS
OF SCHOOL DISTRICT GENERAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 283 (St. Louis Park), Minnesota (the School District) as follows:

1. It is hereby found, determined and declared that the general election in and for the School District on November 7, 2023, was in all respects duly and legally called and held.

2. As specified in the attached Abstract and Return of Votes Cast, a total of 8970 voters of the School District voted at said general election on the election of four (4) school board members for four (4) year term vacancies on the board caused by expiration of terms on the first Monday in January next following the general election as follows:

C. Colin Cox	4282	Taylor Williams	4022
Virginia Mancini	5328	_____	_____
Saul Eugene	3998	_____	_____
Celia Anderson	4560	_____	_____

3. Virginia Mancini, Celia Anderson, C. Colin Cox and Taylor Williams having received the highest number of votes in the general election, are elected to four year terms beginning on the first Monday in January 2024.

4. The clerk is hereby directed to certify the results of the election to the county auditor of each county in which the school district is located in whole or in part.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted and was signed by the Chairperson and attested by the Clerk.

C. Colin Cox - Vice Chair

Attest: _____
Heather Wilsey - School District Clerk

CLERK'S CERTIFICATE AS TO ABSTRACT AND RETURN OF VOTES CAST

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 283 (St. Louis Park), Minnesota, do hereby certify that I have carefully compared the attached copy of the Abstract and Return of Votes Cast of the general election held on November 7, 2023, with the original thereof on file and of record in my office and the same is a full, true and complete copy thereof.

WITNESS MY HAND officially as Clerk of said School District this 14th day of
November, 2023.

Heather Wilsey - School District Clerk

Abstract of Votes Cast
Independent School District No. 283 (ST. LOUIS PARK)
State of Minnesota
at the Municipal and School District General
Held Tuesday, November 7, 2023

Compiled from the Official Returns.

Summary of Totals
Independent School District No. 283 (ST. LOUIS PARK)
Tuesday, November 7, 2023 Municipal and School District General

Number of persons registered as of 7 a.m.	38623
Number of persons registered on Election Day	335
Number of accepted regular, military, and overseas absentee ballots and mail ballots	1817
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	8970

Summary of Totals
Independent School District No. 283 (ST. LOUIS PARK)
Tuesday, November 7, 2023 Municipal and School District General

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

School Board Member (ISD #283) (Elect 4)

NP
C. Colin Cox
4282

NP
Virginia Mancini
5328

NP
Saul Eugene
3998

NP
Celia Anderson
4560

NP
Taylor Williams
4022

WI
WRITE-IN
247

Detail of Election Results
Independent School District No. 283 (ST. LOUIS PARK)
Tuesday, November 7, 2023 Municipal and School District General

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
27 0875 : EDINA P-06	2827	9	483
27 1115 : HOPKINS P-02	1523	8	286
27 2140 : MINNETONKA W-2 P-E	1827	15	268
27 2790 : ST LOUIS PARK W-1 P-01	2601	28	1015
27 2795 : ST LOUIS PARK W-1 P-02	3050	27	784
27 2800 : ST LOUIS PARK W-1 P-03	2335	22	444
27 2810 : ST LOUIS PARK W-2 P-04	3450	34	789
27 2815 : ST LOUIS PARK W-2 P-05	2517	12	759
27 2820 : ST LOUIS PARK W-2 P-06	2851	35	619
27 2830 : ST LOUIS PARK W-3 P-07	2715	21	669
27 2835 : ST LOUIS PARK W-3 P-08	2485	48	566
27 2840 : ST LOUIS PARK W-3 P-09	2323	27	570
27 2850 : ST LOUIS PARK W-4 P-10	2444	19	340
27 2855 : ST LOUIS PARK W-4 P-11	2648	20	674
27 2860 : ST LOUIS PARK W-4 P-12	3027	10	704
Independent School District No. 283 (ST. LOUIS PARK) Total:	38623	335	8970

Detail of Election Results
Independent School District No. 283 (ST. LOUIS PARK)
Tuesday, November 7, 2023 Municipal and School District General

Office Title: School Board Member (ISD #283) (Elect 4)

Precinct	NP C. Colin Cox	NP Virginia Mancini	NP Saul Eugene	NP Celia Anderson	NP Taylor Williams
27 0875 : EDINA P-06	1	0	1	1	1
27 1115 : HOPKINS P-02	8	9	6	4	7
27 2140 : MINNETONKA W-2 P-E	0	0	0	0	0
27 2790 : ST LOUIS PARK W-1 P-01	490	635	438	519	455
27 2795 : ST LOUIS PARK W-1 P-02	415	532	403	467	398
27 2800 : ST LOUIS PARK W-1 P-03	216	287	223	252	214
27 2810 : ST LOUIS PARK W-2 P-04	477	589	400	500	435
27 2815 : ST LOUIS PARK W-2 P-05	459	580	405	486	414
27 2820 : ST LOUIS PARK W-2 P-06	362	407	325	338	306
27 2830 : ST LOUIS PARK W-3 P-07	378	470	370	425	377
27 2835 : ST LOUIS PARK W-3 P-08	304	383	292	329	296
27 2840 : ST LOUIS PARK W-3 P-09	306	378	310	330	301
27 2850 : ST LOUIS PARK W-4 P-10	174	221	185	212	181
27 2855 : ST LOUIS PARK W-4 P-11	385	466	364	382	373
27 2860 : ST LOUIS PARK W-4 P-12	307	371	276	315	264
Total:	4282	5328	3998	4560	4022

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Precinct	WI WRITE-IN
27 0875 : EDINA P-06	0
27 1115 : HOPKINS P-02	0
27 2140 : MINNETONKA W-2 P-E	0
27 2790 : ST LOUIS PARK W-1 P-01	46
27 2795 : ST LOUIS PARK W-1 P-02	28
27 2800 : ST LOUIS PARK W-1 P-03	15

Detail of Election Results
Independent School District No. 283 (ST. LOUIS PARK)
Tuesday, November 7, 2023 Municipal and School District General

Office Title: School Board Member (ISD #283) (Elect 4)

Precinct	WI WRITE-IN
27 2810 : ST LOUIS PARK W-2 P-04	11
27 2815 : ST LOUIS PARK W-2 P-05	23
27 2820 : ST LOUIS PARK W-2 P-06	12
27 2830 : ST LOUIS PARK W-3 P-07	16
27 2835 : ST LOUIS PARK W-3 P-08	11
27 2840 : ST LOUIS PARK W-3 P-09	25
27 2850 : ST LOUIS PARK W-4 P-10	3
27 2855 : ST LOUIS PARK W-4 P-11	37
27 2860 : ST LOUIS PARK W-4 P-12	20
Total:	247

INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 302 DATE OF ADOPTION 7/23/1978
REVISED 4/9/2007; 9/22/08; 5/14/108

TITLE Superintendent

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

III. GENERAL RESPONSIBILITIES

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- C. Where responsibilities are not specifically prescribed, nor school board policy, law, or contract applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)
MSBA Service Manual, Chapter 3, Superintendent of Schools

INDEPENDENT SCHOOL DISTRICT 283

SECTION/FILE 302.1 DATE OF ADOPTION 9/26/05
REVISION 9/22/08; 3/14/08

TITLE Superintendent / School Board Working Relationship

I. The major elements necessary to establish a positive school board – superintendent relationship include:

1. A clear understanding of the difference between policy decisions and administrative decisions.
2. A description of the administrative position listing the major duties and responsibilities of the superintendent of schools.
3. Clearly established goals for the school district and the superintendent with appropriate timelines for completion.
4. A plan for achieving the priorities of the position after an opportunity for mutual discussion between the school board and the superintendent.
5. A plan for review and appraisal of the superintendent's performance.
6. A plan for improvement, if necessary, depending upon the review and appraisal results.
7. A contract determining the terms and conditions of the employment relationship between the superintendent and the school board to include such matters as salary, fringe benefits, leaves of absence, expense reimbursement and other items agreed upon.

A positive school board-superintendent relationship is essential to the effective management of the public school district. The foundation of that relationship is a clear, written understanding by the superintendent of the superintendent's position and the expectations of the school board. The position description shall be specific in delineating responsibilities and authority. The expectations of the board for the superintendent shall be set forth in an annual prioritized list of goals.

II. School Board Roles and Responsibilities

In working together and utilizing the written position description and previously established performance goals, the school board as a whole shall:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with the position's responsibility to carry out school board adopted goals and policies in addition to administration rules and regulations necessary to implement school board direction.
3. Appoint employees after recommendation of the superintendent.
4. Participate in school board action after the superintendent has furnished adequate information supporting the superintendent's recommendation.
5. Expect the superintendent to keep the school board adequately informed at all times through oral and/or written reports.
6. Provide the superintendent counsel and advice.
7. Refer all constituent complaints to the superintendent who will discuss them with the proper administrative officer.
8. Present personal criticisms of employees to the superintendent.
9. Provide support for the professional growth of the superintendent.
10. Provide the school district with professional administrative personnel.

11. Devote appropriate time to the ongoing development and review of educational policies.
12. Recognize that the authority for school district governance rests with the school board operating in legally called meetings. It does not rest with individual members of the board except as may be specifically authorized by law.

III. Superintendent Roles and Responsibilities

The superintendent, in a relationship with the school board and the school district, utilizing the written position description and previously established goals, shall:

1. Give full, faithful and diligent attention to all administrative duties.
2. Discharge all responsibilities concerning staff, students, parents and school district constituents in a professional manner.
3. Have as a highest priority in the school district students and their educational program.
4. Keep the school board fully informed on all school district affairs so that the board will have the benefit of the superintendent's professional recommendations.
5. Prepare and recommend such board policies, district rules and regulations as may be necessary for the district's administration.
6. Keep the school board informed of current developments in school law including state and federal statutes, rules and court decisions.
7. Keep the school board informed of legislative activity.
8. Be the educational leader for the district.
9. Provide community leadership through reasonable participation in community activities.
10. Communicate the educational program and needs of the school district to the community it serves.
11. Ensure that the business transactions and financial affairs of the school district are in compliance with state laws and accounting practices.
12. Recognize that the overall authority for school district operation rests with the school board operating in legally called meetings and does not rest with individual members of the board except as may be specifically authorized by law.

Adapted from:

MSBA Policy 209 Code of Ethics

MSBA Service Manual chapter 3, section C (MSBA/MASA document)

MSBA Workshop: Hiring the Right Superintendent

One of the most important decisions a school board will ever make is to choose a new superintendent. As part of MSBA's commitment to board leadership, we offer a **Hiring the Right Superintendent** workshop to help school boards learn about the process for conducting a successful superintendent search. Workshop topics include:

- Whether to use a consultant
- How to work with a consultant
- Setting a timeline
- Developing qualifications and selection criteria
- Involving stakeholders and the media
- Dealing with internal candidates
- Legal pitfalls
- Interviewing Do's and Don'ts
- Deliberating in public
- Q & A re: superintendent search options and best practices

Each board member receives a booklet with sample vacancy announcement, application form, interview questions, reference check form, and other material board members can adapt for their district's specific needs.

The foundational knowledge this workshop provides helps school boards feel confident in the board's decision-making process regarding the superintendent search, as well as fully prepared to take their next steps. Cost is \$1,395 in-district (\$1,095 virtual) and includes all time and materials. This workshop is available only to MSBA members.

For more information please contact Barb Dorn, Director of Leadership Development and Executive Search, at 507-508-5501 (cell), or bdorn@mnmsba.org.



SUMMARY OF SEARCH SERVICES

For every superintendent search, MSBA commits to thorough and transparent services as outlined below.

The MSBA Search Team will:

- Conduct an initial planning meeting with the school board to establish the search timeline, discuss hiring criteria and stakeholder involvement, identify the district's position in the marketplace, determine advertising venues, and finalize all processes and procedures for conducting the search.
- Collect stakeholder input through an online qualifications and quantitative data survey (in multiple languages as requested by the district). Results will be summarized for the school board by MSBA.
- Conduct focus groups and/or listening sessions with a cross-section of district stakeholders as requested by the district. Results will be summarized for the school board by MSBA.
- Host an online informational **Q&A with MSBA** session for staff and community members regarding the superintendent search process, and provide the recording for placement on the district's website.
- Develop a two-sided color vacancy announcement and post on statewide job sites, in Revelus through the national NASS network, and on national job sites.
- Directly contact Superintendents, Assistant/Associate Superintendents, Cabinet Members, Principals, and Assistant Principals across the state to inform them of the vacancy and application procedures.
- Directly contact potential candidates outside the state of Minnesota to recruit and inform them of the vacancy and application procedures.
- Develop all application procedures, handle applicants' calls and correspondence, collect and review applicants' files, and receive applicants' credentials.
- Screen the applicant pool against the school board's established hiring criteria and leadership profile.
- Conduct preliminary verification of references and pre-interviews and vetting of applicants who best meet the school board's hiring criteria as determined by MSBA's screening team.
- Conduct a meeting with the school board for purposes of interview training, developing interview questions, and clarifying interview schedules.
- Conduct a meeting with the school board for purposes of presenting candidate recommendations so the school board can select finalists for interviews, and clarifying remaining steps of the search process.
- Coordinate with finalists and be present during the first and second rounds of interviews.
- Prepare a news release for the district to send to the media, school district staff, and community that includes the names of the finalists who will be interviewed.
- Facilitate Audience Input Forums in conjunction with the second round of interviews, if requested.
- Prepare a news release for the district to send to the media, school district staff, and community introducing the new superintendent.
- Assist in developing a transition plan for the new superintendent, if requested.
- Visit the new superintendent during their first year of employment.
- Facilitate a Transition Workshop to develop goals and/or expectations for the school board and superintendent within six months after the new superintendent begins work in the school district.



Position Description

Careers at Saint Louis Park Public Schools

We are an exciting academically focused urban District serving all students from diverse backgrounds. SLP is a vibrant growing organization and a leading employer in the area. Are you up for a challenge to impact the future? Would you like to join a team of the best, the brightest and most caring people to find bold new ways to serve approximately 5000 students and their families? You'll find opportunities to grow and develop as we work together to learn together to create the environment that creates learning for staff and the students we serve. Are you ready? It's time to do your life's best work with us.

Title: Superintendent of Schools

Department: Superintendent Office

Group: Superintendent

Reports to: Board of Education

DBM Classification: F-10-2.

Prepared Date: February 2017

SUMMARY OF RESPONSIBILITIES

The Superintendent shall be the Chief Executive Officer (CEO) of the District. The Superintendent is responsible for the effective operation of the District; general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Education with respect to such activities. She/he shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by the Education Laws of Minnesota, the rules and regulations of the Board of Education, laws and regulations of the United States, statutes of Minnesota, and the policies, rules, and regulations established by the Board of Education.

DUTIES AND RESPONSIBILITIES

- Keep the Board informed of the condition of the District's educational system; assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to District employees and receive from all school personnel any communications directed to the Board.
- Prepare the agenda for Board meetings, in consultation with the Board. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
- Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
- Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which support those of the Board.

- Develop and recommend to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of District facilities, and see to the development of long-range plans which are consistent with Board objectives.
- See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
- See to the execution of all decisions of the Board.
- See that sound plans of organization, educational programs and services are developed and maintained for the Board.
- Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
- Be directly responsible for news releases and/or other items of public interest emanating from all District employees that pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with District employees.
- Provide for the optimum use of the staff of the District. See that the District is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
- See that appropriate in-service training is conducted. Ensure that employees of the District to attend such regular and occasional meetings as are necessary to carry out the educational programs of the District.
- Recommend the appointment, discipline or termination of employment of the administrators, teaching staff and all other employees of the District.
- Ensure the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
- Ensure the effective relations with employee organizations are maintained, assume ultimate responsibility for collective negotiations with employees of the District
- Ensure the development, authorization, and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit it to the Board by July 1 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
- See that all funds, physical assets, and other property of the District are appropriately safeguarded and administered.
- File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
- Establish and maintain liaison with community groups which are interested or involved in the educational programs of the District.

- Establish and maintain liaison with other school districts, the State Education Department, colleges and universities, and the U.S. Department of Education and other appropriate organizations.
- Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

KNOWLEDGE, SKILLS & ABILITIES

- Knowledge of school finance.
- Operations, functions and administrative aspects of the district.
- Organizational theory and development.
- School Board governance principles, practices and requirements.
- Leadership and management theory.
- Learning processes, models, theories, and educational technologies, trends and best practices.
- Measurement and assessment principles, concepts, methods and techniques.
- Relevant laws, rules, guidelines and requirements impacting educational programs, services, funding and school finance.
- Human relation and team building skills.
- Defining, reasoning and problem solving skills.
- Oral and written communications.
- Public relations skills.
- Curriculum and instruction planning and implementation including data analysis and research skills used in the assessment and evaluation of educational programming.
- School and school District administration.
- Supervising, motivating, delegating authority, mentoring and monitoring administrators and directors in the conduct of their organizational responsibilities
- Developing and presenting complex and diverse issues, proposals and concepts in an understandable manner.
- Planning, directing and implementing educational and instructional programs.
- Conducting public relation activities both inside and outside of the organization.
- Administering, and overseeing the planning, monitoring and budgeting for educational and administrative programs/needs.

SUPERVISORY/RELATIONSHIPS RESPONSIBILITIES

The superintendent observes and conducts the following relationships:

Board of Education

- As chief executive officer, be accountable to the Board of Education, as a Board, for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.
- Attend, or have a representative attend, all meetings of the Board.
- Represent the District as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.
- Report directly to the Board of Education, as a Board, and as required to all appropriate governmental agencies.
- Act as reference agent for problems brought to the Board.
- Work with the Board of Education to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board of Education.

Administrators

- Directly oversee the work of other central office personnel.
- Hold regular meetings with Building Principals, Coordinators/Directors and all other administrators to discuss progress and educational problems facing the District.
- Direct the operations and activities of administrators; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
- Approve the vacation schedules for administrators; and be personally responsible for all evaluations of administrators.

Others

- Work with other Board employees and advisors, including auditors, architects, attorneys, consultants and contractors.
- Hold such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools. Represent the District in collective negotiations with recognized or certified employee organizations.
- Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to the public schools appear on the agenda.

- Represent the District before the public, and maintain, through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.
- Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.

PHYSICAL DEMANDS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; talk; and hear. The employee is occasionally required to stand; walk; reach with hands and arms; and lift and/or move up to 10 pounds. Specific vision abilities required by this job include close and the ability to adjust focus.

WORK ENVIRONMENT

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.

EDUCATION and/or EXPERIENCE

- Requires Bachelor's degree in education.
- Master's degree in education.
- Minimum of eight years supervisory and educational leadership experience.

CERTIFICATES, LICENSES, REGISTRATIONS

- A School Superintendent's license or credential

Diversity creates a healthier atmosphere

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, protected veteran status, disability status, sexual orientation, gender identity or expression, marital status, genetic information, or any other protected characteristics.

INDEPENDENT SCHOOL DISTRICT NO. 283

October 24 2023, at 6:30 PM Regular Board Meeting MINUTES

The regular meeting of the School Board of Independent School District No. 283 of St. Louis Park, Hennepin County, Minnesota, convened at 6:30 p.m. on Tuesday, October 24, 2023, in the Central Community Center - District Office, 6300 Walker Street, Room 55, St. Louis Park, MN 55416. Present: Colin Cox, Anne Casey, Virginia Mancini, Sarah Davis, Heather Wilsey, Ken Morrison, Abdihakim Ibrahim and Interim Superintendent Kate Maguire. Also present were members of the Superintendent's Cabinet.

CALL TO ORDER

Board Chair Anne Casey called the regular meeting to order at 6:30 p.m. at the Central Community Center - District Office.

LAND ACKNOWLEDGEMENT

Board Chair Casey recited the Land Acknowledgement "We are gathered on the land of the Dakota and Ojibwe peoples. I ask you to join me in acknowledging the Dakota and Ojibwe community, their elders, both past and present, as well as future generations. St. Louis Park Public Schools also acknowledges that it was founded upon exclusions and erasures of many Indigenous Peoples, including those on whose land this school district is located. This acknowledgment demonstrates a commitment to dismantling the ongoing legacies of colonial power and the district's desire to support the ongoing work of local Indigenous communities to thrive in our schools."

APPROVAL OF AGENDA

The regular board meeting agenda was presented for approval. *Motion by Cox, seconded by Morrison, to approve the meeting agenda. All in favor. Motion carried unanimously.*

OPEN FORUM

There were three open forum participants.

SUPERINTENDENT REPORT

Interim Superintendent Kate Maguire expressed how deeply grateful she is for the opportunity to serve students in St. Louis Park Public Schools in the interim position for the school year. She also conveyed her gratitude to the many staff members who have made her feel welcome. The Superintendent also noted that supporting students, staff and families is a high priority at this time because of the impact of the conflict in the middle east.

DISCUSSION ITEMS

CONSENT AGENDA

At the recommendation of Board Chair Casey, *Motion by Morrison, seconded by Wilsey, to approve the Consent Agenda as presented. All in favor. Motion carried unanimously.*

ACTION AGENDA

At the recommendation of Board Chair Casey, *Motion by Ibrahim, seconded by Mancini, to approve the Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) requirement of annual designation of an Identified*

Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system as presented. The person designated is Interim Superintendent Kate Maguire. All in favor. Motion carried unanimously.

At the recommendation of Board Chair Casey, Motion by Davis, seconded by Morrison, to approve the new November 2023 board meeting dates of November 14 and November 28. The November meeting dates were changed to better facilitate the canvassing of election results within the allowable time frame. All in favor. Motion carried unanimously.

COMMUNICATION AND TRANSMITTALS

ADJOURNMENT

Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 7:04 p.m.

The next regular meeting will be held on November 14, 2023 at 6:30 PM in the Central Community Center - District Office, Room 55.

Submitted by
Barb Mumm,
Temporary Executive Assistant to the Board

Signed: Chair _____ Clerk _____
Date _____ Date _____



September 26, 2023

SRF NO. 16562.0290

Independent School District No. 283
Attn: Jim Langevin
Manager of Facilities & Safety
6311 Wayzata Boulevard
St. Louis Park, MN 55416

SUBJECT: OFFER TO ACQUIRE
CEDAR LAKE ROAD PROJECT
PROPERTY ADDRESS: 9400 CEDAR LAKE ROAD
PARCEL No.: 194

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Dear Jim Langevin:

As you may be aware, the City of St. Louis Park is acquiring right of way for the above referenced project. This letter constitutes the City of St. Louis Park's formal offer for the purchase of the necessary land rights. The City of St. Louis Park hereby offers all interested parties who may have an interest in the real estate to be acquired the sum of \$121,200.00, which has been determined to be just compensation for such property and rights based upon the fair market value of the property. Attached to this letter is a *Value Calculation* setting out the basis for this determination.

This offer is made pursuant to the Uncomplicated Acquisition Valuation appraisal procedures provided for under Minnesota law. The City of St. Louis Park previously, or with this offer, has provided you with a copy of "*Acquisition Information for Property Owners*" brochure.

You will have a reasonable length of time to consider the offer. To aid in your decision you may wish to secure your own appraisal. Minnesota law provides reimbursement in an amount not to exceed \$5,000.00 for the actual costs of an appraisal of property acquired by direct purchase.

If you accept the offer, the parcel will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO ACQUIRE is only for the verification that such an offer has been made to you and verification that the "*Acquisition Information for Property Owners*" brochure has been received by you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer.

On behalf of the City of St. Louis Park, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,

SRF CONSULTING GROUP, INC.



Matthew Marsh
Real Estate Specialist II

Enclosures:

Legal Description describing acquisition
Memorandum of Agreement
Conveyance Document
Value Calculation
Appraisal Receipt
Payment Authorization
Parcel Sketch

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ACKNOWLEDGMENT OF RECEIPT OF OFFER

I CERTIFY THAT on _____ day of _____, 20____, this *Offer to Acquire* and *Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge the receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

By: _____

Its: _____



SRF No. 16562.0290

VALUE CALCULATION

CITY OF ST. LOUIS PARK
CEDAR LAKE ROAD PROJECT

Parcel No.: 194

Fee Owners: Independent School District No. 283

Parcel Sketch of property to be acquired:

See Attached Exhibit A

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ACQUISITION INFORMATION

Permanent Sidewalk, Trail, D&U Easement: 11,894 square feet

Temporary Construction Easement: 11,210 square feet

VALUATION

Land Value Before Taking	= \$8,953,200.00
Land Value After Taking	= <u>\$8,852,100.00</u>
Permanent Sidewalk, Trail, D&U Easement	= \$ 101,100.00
Plus: Indicated Damages	= \$ 19,100.00
Plus: Temporary Easement	= <u>\$ 1,000.00</u>
TOTAL (rounded)	= \$ 121,200.00



Appraisal Receipt and Disclosure

Project Name: Cedar Lake Road Project

County: Hennepin

Property Address: 9400 Cedar Lake Road

Parcel No: 194

Owner(s): Independent School District No. 283

Minnesota law requires that governmental agencies acquiring property for public highways and other purposes provide the affected property owner with a formal offer to purchase the necessary rights, a description of the basis for the valuation used by the Agency and a copy of the Agency's appraisal(s) of just compensation. Accordingly, enclosed is a copy of the appraisal(s) for the above property prepared by Kelly Lindstrom, dated August 2nd, 2023.

Minnesota law also provides that the owner of the affected property may acquire his/her own independent appraisal for the proposed acquisition and that the governmental agency must reimburse for reasonable costs of the appraisal fee incurred by the owner up to a maximum of \$1,500 for single family and two-family residential property and minimum damage acquisition, and up to a maximum of \$5,000 for other types of property. In order to be entitled to reimbursement, the owner must comply with the following:

1. The owner's appraisal must be prepared by a qualified appraiser who is licensed under Minnesota appraisal licensing laws.
2. Payment for the appraisal will be reimbursed within 30 days after receiving a copy of the appraisal and the paid receipt from the appraiser. (Upon agreement between the acquiring authority and the owner, the acquiring authority may pay the reimbursement directly to the appraiser.)

If you choose to obtain your own appraisal, we would request that the appraiser be instructed to provide you with two copies of his/her appraisal report.

Please feel free to contact the undersigned agent with any questions you might have. Thank you for your cooperation.

Appraisal received this _____ day of _____, 20____

Owner:
Independent School District No. 283,
a Minnesota Municipal Corporation

SRF Consulting Group Inc.

By: _____

Contact: Matthew Marsh

Address: 3701 Wayzata Boulevard, Suite 100

Minneapolis, MN 55416

Its: _____

Phone: 763-340-1946



MEMORANDUM OF AGREEMENT

CITY OF ST. LOUIS PARK
CEDAR LAKE ROAD PROJECT

Parcel No: 194

Fee Owners: Independent School District No. 283

On this _____ day of _____, 20____, Independent School District No. 283, a Minnesota Municipal Corporation, Owners of the above-described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance for the aforesaid easements to the City of St. Louis Park.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that: 26

1. The Owners have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owners understand that the acquired property is for use in connection with the construction of the Cedar Lake Road Project.
2. The Owners understand and acknowledge that the City of St. Louis Park has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of St. Louis Park shall pay the Owners the sum of \$_____ for land and damages. Owners understand that payment by the City of St. Louis Park must await approval of title and processing of a voucher.
4. Additionally:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties.

Owner: Independent School District No. 283,
a Minnesota Municipal Corporation

City of St. Louis Park

By: _____

By: _____

Its: _____

Its: _____

PERMANENT EASEMENT
SIDEWALK/TRAIL/DRAINAGE AND UTILITY

THIS INDENTURE, Made this _____ day of _____, 20__ by
Independent School District No. 283, a Minnesota Municipal Corporation, GRANTOR, and the
City of St. Louis Park, a Minnesota municipal corporation, together with all hereditaments and
appurtenances belonging thereto (hereinafter referred to as the “**Grantee**”).

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WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and
other good and valuable considerations, the Grantor hereby gives, grants, conveys and
relinquishes unto said Grantee, and Grantee’s officers, employees, agents, representatives,
contractors and invitees, a permanent and perpetual Easement for the drainage and utility
purposes and other municipal utilities, reconstruction, operation, maintenance, inspection,
alteration, repair and use of a public sidewalk, street, curb and gutter, storm sewer, sanitary
sewer, water, cable, electric and other municipal utilities, trails facilities and improvements
upon, over, under, across and through the following-described tract or parcel of land located in
Hennepin County, Minnesota, and described as follows:

See attached Exhibit A

(The "Easement Area")

Grantor warrants and covenants that Grantor is the fee simple owner of the above-described premises and has the lawful right and authority to convey and grant this Easement and will warrant and defend title to the above-described premises against all claims.

This Easement includes the right of the Grantee, its contractors, agents, employees and invitees to enter upon said premises at all reasonable times for the purposes of construction, grading, sloping, restoration, and all purposes in furtherance thereof or related thereto, including but not limited to the right to remove trees, shrubs or other vegetation and existing structures and improvements in the Easement Area, as well as the right to deposit earthen materials within the Easement Area, to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to Grantee's project or to the continued operation of Grantee's improvements within the Easement Area or Grantee's use of this Easement.

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Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

To have and to hold the Easement and right of way unto the Grantee for the purposes herein stated.

This Easement, and all covenants, terms, conditions, provisions and undertakings created by this Easement are perpetual and will run with the land and will be binding upon Grantor's heirs, successors and assigns.

Exhibit A

PARCEL 194 PE

OWNER: INDEPENDENT SCHOOL DISTRICT 283

P.I.N. 07-117-21-32-0001

PARCEL LEGAL AND OWNER ACCORDING TO DOCUMENT NO. 3013836

A perpetual easement for sidewalk, trail, drainage, and utility purposes over, under, across and through part of the following described property:

That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 117 North, Range 21 West of the 5th Principal Meridian, lying west of ARETZ 3RD ADDITION, north of the centerline of Cedar Lake Road and south of a line drawn from the northwest corner of Lot 4, Block 2 of ARETZ 3RD ADDITION to a point on the west line of said Southwest Quarter of said Section 7, 221 feet south of the northwest corner of said Southwest Quarter, Hennepin County, Minnesota.

Said perpetual easement being that part of said described property described as beginning at the southwest corner of Lot 8, Block 2, said ARETZ 3RD ADDITION; thence North 16 degrees 28 minutes 36 seconds West, assumed bearing, along the westerly line of said Lot 8 a distance of 13.80 feet; thence South 80 degrees 06 minutes 12 seconds West a distance of 1.36 feet; thence westerly 25.24 feet along a tangential curve concave to the south having a radius of 212.00 feet and a central angle of 06 degrees 49 minutes 20 seconds; thence South 73 degrees 16 minutes 52 seconds West, tangent to said curve, a distance of 547.05 feet; thence South 71 degrees 16 minutes 49 seconds West a distance of 19.94 feet; thence southwesterly 99.44 feet along a non-tangential curve concave to the northwest having a radius of 927.00 feet and a central angle of 06 degrees 08 minutes 46 seconds, the chord of said curve bears South 78 degrees 30 minutes 13 seconds West; thence South 89 degrees 30 minutes 21 seconds West, not tangent to said curve, a distance of 28.11 feet; thence westerly 65.66 feet along a non-tangential curve concave to the north having a radius of 923.54 feet and a central angle of 04 degrees 04 minutes 25 seconds, the chord of said curve bears South 85 degrees 20 minutes 28 seconds West; thence South 68 degrees 18 minutes 34 seconds West, not tangent to said curve, a distance of 22.40 feet; thence South 80 degrees 50 minutes 10 seconds West a distance of 20.61 feet; thence North 86 degrees 25 minutes 11 seconds West a distance of 43.17 feet; thence South 03 degrees 07 minutes 58 seconds West a distance of 5.69 feet to the northerly right of way of Cedar Lake Road; thence easterly and northeasterly along said northerly right of way line to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT GRANT

THIS EASEMENT GRANT is made by Independent School District No. 283, a Minnesota Municipal Corporation, (hereinafter referred to as the "**Grantor**") in favor of and to the City of St. Louis Park, a Minnesota municipal corporation (hereinafter referred to as the "**Grantee**").

The following recitals of fact are a material part of this instrument:

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- A. The Grantor is the owner of a tract of land described as follows (hereinafter referred to as the "**Parcel**"):

Exhibit A

B. The Grantor wishes to grant and convey to Grantee a temporary construction easement on, over, under, through, and across those parts of the Parcel described as follows (hereinafter referred to as the "**Temporary Construction Easement**"):

See attached Exhibit B

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, for its successors and assigns, the Temporary Construction Easement over, under, and across the Parcel.

2. **USE OF TEMPORARY CONSTRUCTION EASEMENT.** Access for construction purposes including, but not limited to, the right to trim and cut such vegetation within the Easement Area as needed to reasonably accommodate the construction activities and the right to use the Easement Area to stage, operate, and store equipment as needed to complete the construction activities. Displacing soil and grading, are permissible on, over, under, through, and across the Temporary Construction Easement premises.

3. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall commence on May 1, 2024 and shall expire on October 31, 2025, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

4. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES. As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, restore the ground surface of the Temporary Construction Easement premises to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, cuts and any removal of earth, other materials, trees and other vegetation.

5. WARRANTIES OF TITLE. Grantor warrants and guarantees that Grantor has good and indefeasible fee simple title to the Parcel and Grantor warrants and guarantees that Grantor has the full authority to grant the Temporary Construction Easement provided herein, free and clear of all other claims.

6. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. ENVIRONMENTAL MATTERS. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Easement Area or Property prior to the date of this instrument.

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IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this _____ day of _____, 20__.

GRANTOR: Independent School District No. 283, a
Minnesota Municipal Corporation

By: _____

Its: _____

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STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ on behalf of Independent School District No. 283, a Minnesota Municipal Corporation, Grantor.

Notary Public

This Instrument Drafted By:

SRF Consulting Group, Inc. as Agent for
the City of St. Louis Park, MN
3701 Wayzata Boulevard, Suite 100
Minneapolis, MN 55416-3791

Exhibit A

PARCEL 194 TE

OWNER: INDEPENDENT SCHOOL DISTRICT 283

P.I.N. 07-117-21-32-0001

PARCEL LEGAL AND OWNER ACCORDING TO DOCUMENT NO. 3013836

That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 117 North, Range 21 West of the 5th Principal Meridian, lying west of ARETZ 3RD ADDITION, north of the centerline of Cedar Lake Road and south of a line drawn from the northwest corner of Lot 4, Block 2 of ARETZ 3RD ADDITION to a point on the west line of said Southwest Quarter of said Section 7, 221 feet south of the northwest corner of said Southwest Quarter, Hennepin County, Minnesota.

Exhibit B

PARCEL 194 TE

OWNER: INDEPENDENT SCHOOL DISTRICT 283

P.I.N. 07-117-21-32-0001

PARCEL LEGAL AND OWNER ACCORDING TO DOCUMENT NO. 3013836

A temporary easement for construction purposes over, under, across and through part of the following described property:

That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 117 North, Range 21 West of the 5th Principal Meridian, lying west of ARETZ 3RD ADDITION, north of the centerline of Cedar Lake Road and south of a line drawn from the northwest corner of Lot 4, Block 2 of ARETZ 3RD ADDITION to a point on the west line of said Southwest Quarter of said Section 7, 221 feet south of the northwest corner of said Southwest Quarter, Hennepin County, Minnesota.

Said temporary easement being that part of said described property described as commencing at the southwest corner of Lot 8, Block 2, said ARETZ 3RD ADDITION; thence North 16 degrees 28 minutes 36 seconds West, assumed bearing, along the westerly line of said Lot 8 a distance of 13.80 feet to the point of beginning of said temporary easement; thence South 80 degrees 06 minutes 12 seconds West a distance of 1.36 feet; thence westerly 25.24 feet along a tangential curve concave to the south having a radius of 212.00 feet and a central angle of 06 degrees 49 minutes 20 seconds; thence South 73 degrees 16 minutes 52 seconds West, tangent to said curve, a distance of 547.05 feet; thence South 71 degrees 16 minutes 49 seconds West a distance of 19.94 feet; thence southwesterly 99.44 feet along a non-tangential curve concave to the northwest having a radius of 927.00 feet and a central angle of 06 degrees 08 minutes 46 seconds, the chord of said curve bears South 78 degrees 30 minutes 13 seconds West; thence South 89 degrees 30 minutes 21 seconds West, not tangent to said curve, a distance of 28.11 feet; thence westerly 65.66 feet along a non-tangential curve concave to the north having a radius of 923.54 feet and a central angle of 04 degrees 04 minutes 25 seconds, the chord of said curve bears South 85 degrees 20 minutes 28 seconds West; thence South 68 degrees 18 minutes 34 seconds West, not tangent to said curve, a distance of 22.40 feet; thence South 80 degrees 50 minutes 10 seconds West a distance of 20.61 feet; thence North 86 degrees 25 minutes 11 seconds West a distance of 43.17 feet; thence South 03 degrees 07 minutes 58 seconds West a distance of 5.69 feet to the northerly right of way of Cedar Lake Road; thence westerly along said northerly right of way a distance of 47.17 feet; thence North 03 degrees 34 minutes 49 seconds East a distance of 54.85 feet; thence South 86 degrees 25 minutes 11 seconds East a distance of 30.00 feet; thence South 03 degrees 34 minutes 49 seconds West a distance of 40.00 feet; thence South 86 degrees 25 minutes 11 seconds East a distance of 59.16 feet; thence North 80 degrees 50 minutes 10 seconds East a distance of 18.40 feet; thence North 68 degrees 18 minutes 34 seconds East a distance of 20.60 feet; thence North 85 degrees 13 minutes 45 seconds East a distance of 76.43 feet; thence North 89 degrees 30 minutes 21 seconds East a distance of 20.95 feet; thence North 78 degrees 29 minutes 36 seconds East a distance of 97.27 feet; thence North 71 degrees 16 minutes 49 seconds East a distance of 14.37 feet; thence North 16 degrees 43 minutes 08 seconds West a distance of 25.18 feet; thence North 73 degrees 16 minutes 52 seconds East a distance of 25.00 feet; thence South 16 degrees 43 minutes 08 seconds East a distance of 25.00 feet; North 73 degrees 16 minutes 52 seconds East a distance of

Exhibit B

527.60 feet; thence northeasterly along a tangential curve concave to the southeast having a radius 222.00 feet to the southwesterly line of said Lot 8; thence southeasterly along said southwesterly line a distance of 10.09 feet to the point of beginning.

Said temporary easement to expire October 31, 2025.



PAYMENT AUTHORIZATION

City of St. Louis Park
CEDAR LAKE ROAD PROJECT

Parcel No: 194

Owner(s): Independent School District No. 283

Mortgagee: _____

Amount of Payment: \$ _____

Payable to: _____

Mail to: _____

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Approved by Owner: Independent School District No. 283

By: _____

Date: _____

Its: _____

Approved by:

Date: _____




Comments: _____

EXHIBIT A.



ISSUE DATE 07/07/2023

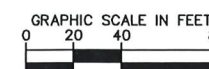
LEGEND

-  TEMPORARY CONSTRUCTION EASEMENT
-  SIDEWALK, TRAIL, D&U EASEMENT
-  REMOVE TREE

PID 0711721320001
PARCEL 194
TOTAL AREA = 526,653 S.F.
TEMPORARY CONSTRUCTION EASEMENT = 11,210 S.F.
SIDEWALK, TRAIL, D&U EASEMENT = 11,894 S.F.



Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM



CEDAR LAKE ROAD RECONSTRUCTION
PARCEL 194 - PID 0711721320001
C.P. 4023-1100
S.P. 163-296-006 & S.P. 163-296-007
PROPERTY ACQUISITION

APPRAISAL REPORT

Subject:

Property owned by:
Ind Sch Dist 283

Report Prepared For:

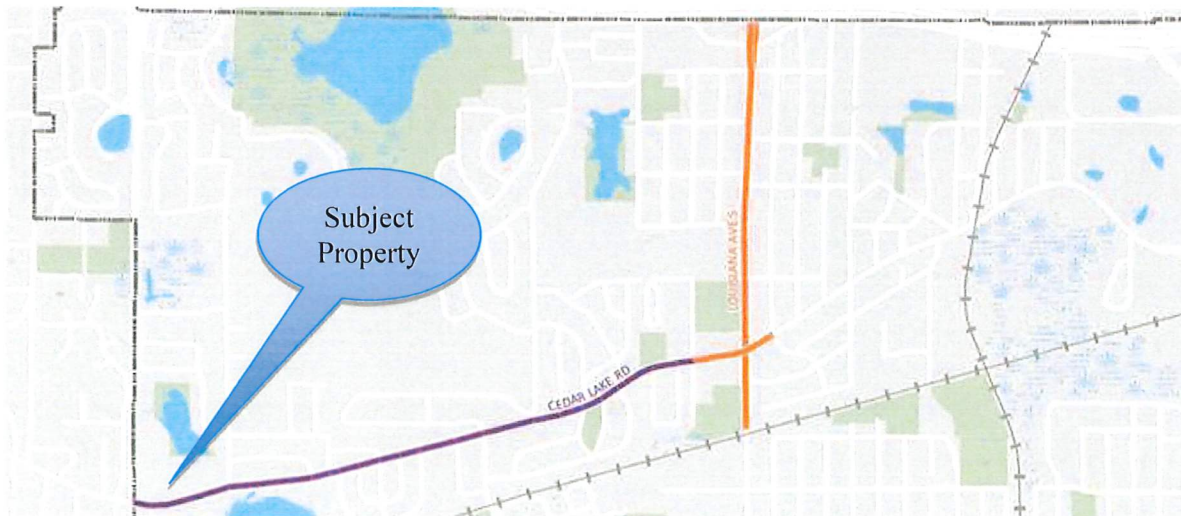
SRF Consulting Group, Inc.

Parcel: #194 - 9400 Cedar Lake Rd, St. Louis Park, MN

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Project Information:

Cedar Lake Road Project

**Report Prepared By:**

Kelly Lindstrom

Date of Valuation: August 2, 2023

Report Summary Parcel #194

Address:	9400 Cedar Lake Rd, St. Louis Park, MN			
Project Information:	Cedar Lake Road Project; Parcel #194			
Property Type:	School			
Owner:	Ind Sch Dist 283			
Interests Appraised:	Fee simple estate			
Appraisal Purpose:	Provide a market value estimate of the subject's permanent diminution in value, temporary easement value, and/or any acquired site improvements related to the Cedar Lake Road Project.			
Appraisal Use:	SRF Representatives will utilize the report for negotiation purposes related to a proposed acquisition for the Cedar Lake Road Project. In 2024 and 2025, SRF intends on repaving Cedar Lake Rd and Louisiana Avenue, installing intersection improvements, enhancements for walking and rolling to ensure ADA compliance, biking accommodations, and streetscape improvements.			
Improvement Description:	School; valued as vacant land			
Site Description:	Shape: Irregular Location: Hennepin County; 9400 Cedar Lake Rd, St. Louis Park, MN Effective size before acquisition: 526,653 SF (Net of Existing ROW; Per SRF) ACQUISITION: Permanent Sidewalk, Trail, Drainage, and Utility Easement: 11,894 SF Temporary construction easement (15 Months, commencing in spring 2024): 11,210 SF Effective size after acquisition: 526,653 SF (11,894 SF Encumbered by new Permanent Sidewalk, Trail, Drainage, and Utility Easement) Topography: Level to gently sloping in acquisition area Subject is located in a flood plain. Impacted site improvements: 1 Tree Impacted structural improvements: None Frontage(s): Cedar Lake Rd & Highway 169			
Project Area AADT (2020):	9,000			
Zoning/Guiding:	R-1 Single-Family Residence District, Floodplain			
Present Use:	School			
Highest and Best Use Before and After Acquisition -as though Vacant:	Higher Density Residential development via a PUD			
Highest and Best Use Before and After Acquisition -as Improved:	Continued use as improved (In both the before and after conditions)			
Five Year Sales History:	The property's current ownership extends beyond five years.			
Hennepin County Property I.D. #:	PID# 07-117-21-32-0001			
Legal Description:	UNPLATTED 07 117 21			
Total Assessor's Estimated Market Value (Taxes Payable 2024):	<u>ASSMT YR</u> 2023	<u>LAND</u> N/A	<u>BUILDING(S)</u> N/A	<u>TOTAL</u> N/A
Payable 2023 Property Tax & Assessments:	Tax-exempt Property			
Permanent Diminution in Land Value:				\$101,100.00
Estimated Value of Temporary Construction Easement:				\$19,100.00
Estimated Value of Affected Site Improvements:				\$1,000.00
Estimated Total Value of Acquisition:				Rounded to: \$121,200.00
Date of Valuation:	August 2, 2023 (Date of the Most Recent Inspection)			
Appraiser(s):	Kelly Ann Lindstrom, Certified General Appraiser, MN 20315256 Lois Marie Davis, Residential Appraiser: Trainee, MN 40078294			

Property Inspection

Kelly Ann Lindstrom inspected the subject on June 21, 2023, and August 2, 2023, as shown by the photographs immediately following the Hennepin County GIS Aerial map.

Hennepin County Aerial Map & Property Information



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Subject Photographs



Looking at Improvement

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Looking Easterly Along Cedar Lake Rd from Access



Looking Easterly Along Cedar Lake Rd from Protected Sign



Looking Westerly Along Cedar Lake Rd from Eastern Edge of Property



Looking Westerly Along Cedar Lake Rd from Center of Property



Looking Westerly Along Cedar Lake Rd from Access

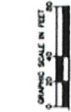
The Proposed Acquisition

The proposed acquisition related to the Cedar Lake Road Project contains a 11,894 SF permanent sidewalk, trail, drainage, and utility easement and a 15-month (commencing in spring 2024) 11,210 SF temporary construction easement located within the subject property that is currently improved with a school; please see the following parcel sketch. The acquisition area does not contain any impacted structural improvements and the subject's structural improvement is not expected to be physically or monetarily impacted by this acquisition. Access should remain unaffected by the project. **Existing easements (drainage and/or utility easements), if any, are not discounted as these easements typically lay within the setback (non-buildable) areas. Similar properties (including the comparable sales) generally include encumbered and unencumbered areas.** Impacted yards, sidewalks, driveways, parking surfaces, and mailboxes will be replaced as part of the project.

Parcel Sketch



CEDAR LAKE ROAD RECONSTRUCTION
 PARCEL 194 - PID 0711721320001
 C.P. 4023-1100
 S.P. 163-296-006 & S.P. 163-296-007
 PROPERTY ACQUISITION



Kimley-Horn
 707 E. MAIN STREET, SUITE 100, ST. LOUIS, MO 63104
 PHONE: (314) 441-1237
 WWW.KIMLEY-HORN.COM

St. Louis Park
 A CITY OF MINNESOTA
 10000 LUTHER DRIVE, SUITE 100, ST. LOUIS, MO 63104
 PHONE: (314) 441-1237
 WWW.STLOUISPARK.MN.GOV

PID: 0711721320001
 PARCEL 194
 TOTAL AREA = 526,653 S.F.
 TEMPORARY CONSTRUCTION EASEMENT = 11,210 S.F.
 SIDEWALK, TRAIL, DBU EASEMENT = 11,894 S.F.

LEGEND
 [Pink box] TEMPORARY CONSTRUCTION EASEMENT
 [Red box] SIDEWALK, TRAIL, DBU EASEMENT
 [Red X] REMOVE TREE

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Kelly Lindstrom, Certified General Appraiser
10779 Falling Water Lane, Unit C, Woodbury, MN 55129
651-436-8842

September 11, 2023

Ken Helvey
C/O SRF Consulting Group, Inc.
3701 Wayzata Boulevard, Suite 100
Minneapolis, MN 55416

RE: Appraisal Report for Parcel #194
Cedar Lake Road Project
Ind Sch Dist 283 Property

Dear Mr. Helvey:

Pursuant to your request, a market value appraisal has been performed and an appraisal report prepared for the above referenced property. The appraisal estimates the August 2, 2023 (the date of the most recent property inspection) fee simple market value of the subject property's underlying land before and after the proposed acquisition including valuation of any impacted site improvements. The report is subject to the certification, assumptions and limiting conditions herein stated. The subject is improved with a school. Subject size, before and after the acquisition, is 526,653 SF (net of right of way). The proposed acquisition contains a 11,894 SF permanent sidewalk, trail, drainage, and utility easement and a 15-month (commencing in spring 2024) 11,210 SF temporary construction easement located along the roadway frontage of the subject as depicted on the parcel map contained within this report. *The structural improvement is not expected to be physically or monetarily impacted by the acquisition(s), as such, only the underlying land is appraised.* The extraordinary assumption is made that the subjects highest and best use would be development via a PUD is being applied. The methods and reasoning used in the analyses, as well as the data gathered during the investigation of the property and marketplace are also detailed in this report.

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After careful consideration of all the pertinent factors influencing market value, it is my opinion that the fee simple market value of the acquisition as of August 2, 2023, is computed as follows:

Estimated Value (Land Only) Before Proposed Acquisition:	\$8,953,200.00
Estimated Value (Land Only) After Proposed Acquisition:	<u>\$8,852,100.00</u>
Permanent Diminution in Value:	\$101,100.00
Plus: Temporary Construction Easement:	\$19,100.00
Plus: Affected Site Improvements:	<u>\$1,000.00</u>
Estimated Damages:	\$121,200.00

This appraisal report has been completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of The Appraisal Foundation, Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and (Mn/DOT) Right-of-Way (R/W) Manual, Section 200. All statements of fact contained in this report upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct to the best of my knowledge.

Please feel free to contact me if you have any questions regarding this report. Thank you for the opportunity to assist you in this valuation matter.

Respectfully Submitted,



Kelly Lindstrom, Certified General Appraiser

CERTIFICATION

Project: Cedar Lake Road Project

Parcel: #194 - Ind Sch Dist 283

I hereby certify:

That on June 21, 2023, and August 2, 2023, Kelly Lindstrom, Certified General Appraiser, personally inspected the property herein appraised and that she has afforded the property owner the opportunity to accompany her at the time of the inspection via a letter dated April 21, 2023. The property owner(s) did not accompany the appraiser. She has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by SRF representatives for negotiation purposes related to a proposed acquisition for the Cedar Lake Road Project located along the roadway frontage of the subject.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of SRF until authorized by agency officials to do so, or until we are required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

That use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Kelly Lindstrom, have completed the Standards and Ethics Education Requirement for the affiliate members of the Appraisal Institute.

That my independent opinion of the market value of the proposed acquisition as of August 2, 2023 (the most recent inspection date) is \$121,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: September 11, 2023



Kelly A. Lindstrom; Certified General Appraiser; Minn. #20315256

CERTIFICATION

Project: Cedar Lake Road Project
Parcel: #194 Ind Sch Dist 283

I hereby certify:

That Lois Davis inspected the property herein appraised from the existing right of way. She has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by SRF for negotiation purposes related to a proposed acquisition for the Cedar Lake Road Project located along the roadway frontage of the subject.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

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That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of SRF until authorized by agency officials to do so, or until I am required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

That my independent opinion of the market value of the proposed acquisition as of August 2, 2023 (the most recent inspection date) is \$121,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: September 11, 2023



Lois Marie Davis, Residential Appraiser-Trainee, MN 40078294

Discussion of Assignment and Conditions

SRF requested that we perform an appraisal to determine acquisition costs relating to a 11,894 SF permanent sidewalk, trail, drainage, and utility easement and a 15-month (commencing in spring 2024) 11,210 SF temporary construction easement, and any impacted items located along the roadway frontage of the subject as indicated by the parcel sketch within this report.

Reporting Requirements

This report is designed to comply with the reporting requirements of Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice that addresses report specifications. The appraisal is presented in an "Appraisal Report" format, as described in 2020-2021 USPAP Standards Rule 2-2 (a). Supporting documentation not contained in the report is retained in the appraiser's work file. Only summary discussions of the data, reasoning, and analyses are contained herein as required by USPAP.

Intended Use of the Report (Purpose and Function of the Report)

The intended use (purpose) of this appraisal is to provide an opinion of market value for the client, SRF, and its assigns, whose representatives intend to use this report (function) for negotiation purposes related to a proposed acquisition for the Cedar Lake Road Project.

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Date of Valuation

The date of valuation is the date of the most recent property inspection, August 2, 2023.

Extraordinary Assumptions

An extraordinary assumption is something specific to the particular assignment that is assumed to be true but is not certain. If it turns out to be untrue, the value conclusion would be impacted. It is different than a general assumption, which could be applicable to any assignment. We relied on information provided and made available by SRF representatives and Hennepin County as to the subject's and comparable sales' sizes and characteristics not readily apparent during the property inspection. We relied on parcel information indicating acquisition sizes/locations and specific impacts. The following extraordinary assumptions have been made related to the proposed project:

1. There will be no loss of access to the property as a result of the project.
2. There will be no damages to subject improvements unless stated within this report.
3. The areas of the driveways, sidewalks, and maintained grasses impacted by the project will be repaired or replaced in a similar fashion to that prior to the project.
4. Any temporary easement acquisition area(s) is being returned to its preacquisition elevation with no significant slope changes.
5. Existing corner posts will be replaced through the project.

If any of these assumptions are incorrect, value conclusions may be impacted. The extraordinary assumption is made that the subjects highest and best use would be development via a PUD is being applied. No additional extraordinary assumptions were utilized in this report unless otherwise noted.

Hypothetical Conditions

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. No hypothetical conditions were utilized in this report unless otherwise noted.

Competency

The appraisers certify that they have the knowledge and experience to complete this appraisal assignment competently.

Property Rights Appraised

The subject property is appraised by estimating the market value of the fee simple interest of the subject's underlying land. Fee Simple Interest, as considered throughout this report is defined on pg. 90 of *The Dictionary of Real Estate Appraisal, Sixth Edition*, as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power and escheat".

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Exposure Time and Marketing Time

Exposure Time and Marketing Time are defined within *The Dictionary of Real Estate Appraisal, Sixth Edition*, as:

Exposure Time: *"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market."*

Marketing Time: *"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."*

The market values are based on the property having approximately three to nine months of exposure time prior to the effective date of the appraisal, which is typical of the market as of the effective date of the appraisal, August 2, 2023. The marketing time of the subject property is considered to be approximately three to nine months.

Market Value

Market Value is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition*, as: *"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this*

definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their best interests;*
- *A reasonable time is allowed for exposure in the open market*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with sale."*

Market value, unless otherwise noted, shall represent cash equivalent terms where the seller receives all cash for their interest. The property may be financed at typical market terms under this definition.

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Approaches to Value

A property's value can be estimated through three approaches to value. The three approaches are based on the market's interpretations of value, and they are the cost approach, the income approach, and the market approach. Only the sales comparison approach to value has been fully developed for this assignment. We utilized similarly zoned vacant land sales obtained from listing services and county records. The cost approach was utilized to value any impacted landscaping and improvements located within the acquisition area. The income approach was utilized to value the temporary construction easement.

Scope of Appraisal (Appraisal Methodology)

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report:

1. Client
2. Intended use
3. Intended user
4. Type of opinion
5. Effective date of opinion
6. Relevant characteristics about the subject

The appraisal task is to estimate the subject's market value as of the effective date of this report.

Appraisal Methodology Summary

The following data and concepts pertaining to the subject property have been examined and analyzed.

- Physical characteristics of the real property including:
 1. Inspection of subject on June 21, 2023, and August 2, 2023, in order to gather information about the subject's characteristics as relevant to the valuation;
 2. Review of county aerial and Google Earth aerial images;
 3. Analysis and observations of the local market and the subject's location and place within this local market
- Non-physical characteristics of the real property including:
 1. Property rights
 2. Legal description
 3. Existing easements
 4. Tax and assessment data
 5. Zoning data
 6. Future land use data
- Observations and data regarding the subject's market and indicators within this market (by reviewing sales of comparable properties) including:
 1. Comparative analysis of factors considered relevant that influence value.
 2. Supply and demand generators of the market
 3. Financing options available within the market
 4. Perception of the future market
- Utilizing the above data and concepts, the following analyses occurred:
 1. Larger Parcel Consideration
 2. Highest and best use of the subject property
 3. All three approaches to value were considered, given the subject is being valued as vacant, the sales comparison approach was considered applicable and therefore utilized.
 4. After gathering, verifying through public record searches and independent verifications with transaction participant(s) and analyzing the relevant data, the market value was estimated for the subject property for each of the utilized approaches to value.
 5. Reconciliation of approaches and final estimate of value.
- This Appraisal Report was prepared and summarizes the data, work performed, analysis, and conclusions.

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Economic Market Data

The area enjoys a stable economy supported by strong infrastructure including major roadways and utility services. St. Louis Park is a suburb of Minneapolis/St. Paul in Minnesota, the largest metro area in the state and contains many large employers. Analysis of data reveals a trend of general growth and a well-diversified economy with a solid, and improving, real estate market. It is expected this trend will continue throughout 2023.

Neighborhood Description

The subject abuts Cedar Lake Rd and Highway 169 along its frontage. Cedar Lake Rd runs in a generally east/west direction in the subject's area and Highway 169 runs in a generally north/south direction. The subject's immediate neighborhood is primarily residential with Highway 169 located adjacent to the subject's west boundary.

Zoning

The subject is currently zoned R-1 Single-Family Residence District as governed by the City of St. Louis Park in its Unified Development Ordinance. The purpose of the R-1 single-family residence district is to provide appropriately located areas for single-family living on larger lots ensuring adequate light, air, privacy and open space for each dwelling; protect residents from the impacts of high levels of traffic; minimize traffic congestion; avoid the overloading of utilities by preventing the construction of buildings of excessive size when compared with surrounding structures; provide institutional and community services such as parks, schools, religious facilities, and community centers supportive of a residential area while safeguarding its residential character; and protect residential properties from noise, illumination, unsightliness, odors, dust, dirt, smoke, vibration, heat, glare, and other objectionable influences. There are numerous permitted and conditional uses allowed, a copy of the zoning is retained in the appraisers' work file. Lot dimension and setback requirements for the residential districts are as follows:

- (5) The following minimum requirements and those additional requirements, exceptions and modifications contained in subsection (f)(6) through (f)(10) of this section and provisions regarding subdivision shall govern the use and development of lots in the R-1 district:

Lot Area (square feet)	Lot Width (feet)	Front Yard Depth	Rear Yard Depth (feet)	Side Yard Width
9,000	75	30 feet or the front wall of the closest house on the block front, whichever is greater. (See additional exceptions in Section 36-73.)	25	9 feet on one yard and 6 feet on the other yard, except when there is an attached garage accessible from the street or when the lot abuts an alley, both may be 6 feet.

As defined in the St. Louis Park Unified Development Ordinance, Chapter 1-120, lot area is defined as the area bounded by the front, side, and rear lot lines and does **not** include any area occupied by street or alley right of way. Setback is defined as the minimum separation in lineal feet required between the wall of a building or structure and each of the lot lines. A lot line is defined as a line of record bounding a lot that divides one lot from another lot or from a public or private street. It is unlikely that the subject parcel

would be rezoned as it is currently zoned as guided (residential) in the St. Louis Park 2040 Comprehensive Land Use Plan. The subject, as it exists, is a legal lot of record and is considered a conforming use. The project will not change the subject's conformity as to setbacks.

Other Legal Restrictions

We are not title experts and have depended upon information provided by SRF regarding the location of the existing right-of-way (based on the mapping provided). We are not aware of any additional atypical encumbrances or restrictions that may be placed on the existing property that would affect the subject's value.

Highest and Best Use-Before & After Acquisition

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition*, as:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

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The highest and best use is further differentiated as vacant and as improved:

Highest and best use of land or site as though vacant: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Highest and best use of property as improved: The use that should be made of a property, as it exists. An existing improvement should be removed or retained as is, so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new building.

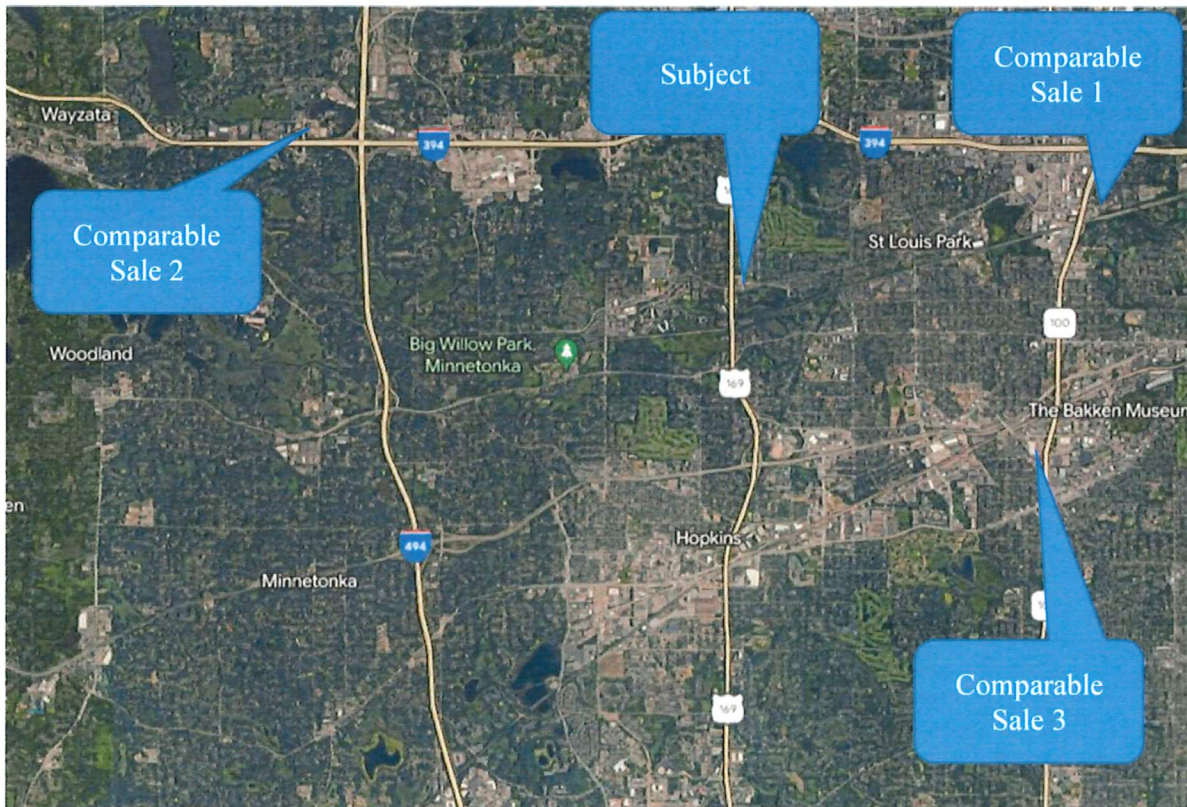
The highest and best use of the land, as though vacant and as improved, is not impacted by the acquisition. Given the contributory value of the improvements as indicated by the assessed value of the improvements and the underlying land, the highest and best use of the subject is continued use as improved.

Given the surrounding land uses, the subject's location, size, and general market conditions, it is highly likely the subject, if vacant, would be redeveloped with a PUD into a higher density residential development. As such, the highest and best use of the subject, as though vacant, is for higher density residential development through a PUD.

Before Acquisition Valuation

To determine a value for the subject, the sales comparison approach was processed to extrapolate the value of the subject's underlying land. Unimproved comparable land sales were obtained from the Hennepin County Assessor's Office, REDI Comps, and/or from the Multiple Listing Service (MLS).

Comparable Sales Map



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Comparable Grid – Medium-High Density Residential Development Land				
	Subject	Comparable 1	Comparable 2	Comparable 3
Address/ Location	07-117-21-32-0001 9400 Cedar Lake Rd St Louis Park	30-029-24-34- 0112 4900 Cedar Lake Rd St. Louis Park	04-117-22-13-0004 801 Carlson Parkway Minnetonka	21-117-21-21-0111 3801 Wooddale Ave S St. Louis Park
Buyer/Seller	N/A	Cedar Partners, LLC/ Penny Building, LLC	The Pointe of Minnetonka, LLC/ AX 801 Tower L.P.	St. Louis Park AH I, LLLP/ Aldersgate United Methodist Church
Intended Use		Multi-family	Multi-family	Multi-family
Sale or List Price/Site		\$750,000	\$5,500,000	\$2,800,000
Concession/ Additional Expenses		Office removal +\$10,000	None	Church removal +\$10,000
Adjusted Price		\$760,000	\$5,500,000	\$2,810,000
Financing/ Terms		Cash/Cash Equivalency	Cash/Cash Equivalency	Cash/Cash Equivalency
Motivations		Typical	Typical	Typical
Date of Sale	8/2023 (1.5% per Quarter)	04/2020 +15%	11/2020 +13%	07/2022 +5.5%
Adjusted Sale Price/SF		\$19.48/SF	\$16.23/SF	\$20.76/SF
Site Size	526,653 SF 12.10 AC	44,863 SF 1.03 AC -20%	383,023 SF 8.79 AC -5%	142,799 SF 3.28 AC -15%
Zoning/ Guiding	R-1 Single-Family Residence District	PUD Planned Unit Development	PID Planned I-394 Development	R-4 Multiple-Family Residence District
General Topography & Shape	Irregular Level to gently sloping	Irregular/ Level to gently sloping Conductive to development =	Irregular/ Level to gently sloping Conductive to development =	Irregular/ Level to gently sloping Conductive to development =
Location	St. Louis Park	St. Louis Park =	Minnetonka +10%	St. Louis Park =
Net Adjustments		-20%	+5%	-15%
Adj. Price/SF		\$15.59/SF	\$17.04/SF	\$17.65/SF

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Adjustments

Concessions/Additional Expenses: Comparable Sale One and Three included a building to be removed by the purchaser. Estimated cost to demolish improvement and prepare the site for development is \$10,000. None of the remaining comparable sales had special conditions, expenses, or assessments; no adjustments applied.

Financing/Terms: Adjustments for financing terms are the first adjustment that is applied, as all sales must be analyzed on the same base assumption of cash/cash equivalency. Conventional financing terms require no adjustments, but financing terms not available in the typical marketplace, such as atypical seller-financing considerations, assessments acquired by the purchaser, and alike, must be properly accounted for in the subject's reconciled value. No adjustments applied.

Motivations: Both buyer and seller must be typically motivated and acting free from any undue stress or influence. None of the comparable sales appear to be the result of any foreclosure activity (whereby a seller may accept less than actual market value due to financial considerations) or related party transactions (whereby a buyer and/or seller may agree on a nonmarket price based on their relationship). No adjustments applied.

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Market Conditions/Date of Sale: Adjustments are generally made to reflect the passage of time to reflect either the appreciation (an upward adjustment) or depreciation (a downward adjustment) reflected in the marketplace over a period of time. The rate of change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, that have occurred between the date of the sale and the effective date of the appraisal. The comparable sales all closed in the last forty months, a period where the market has been relatively stable; all comparable sales are adjusted upward by 1.5% for each quarters end between their closing date and the date of the subject valuation.

Site Size: Generally, a quantity of scale discount applies with all other factors being equal. Larger sites sell for a discount while smaller sites sell at a premium on a per square foot basis. Comparable sales were adjusted commensurate with their variance in comparison to the subject property. Comparable Sale One is adjusted downward by 20%, Comparable Sale Two is adjusted downward by 5%, and Comparable Sale Three is adjusted downward by 15%, to reflect their smaller size in comparison to the subject. No other adjustments applied.

Zoning: The subject and all comparable sales are zoned for similar high density residential development. No adjustment applies as all share similar zoning.

Topography/Shape: The shape and topography preferred in the marketplace is generally rectangular and level to gently rolling. The subject is an irregular/level to gently sloping site; and is considered conducive to residential development. The subject is considered similar to all Comparables; no adjustments applied.

Location: The subject and all comparable sales are located in the cities of St. Louis Park and Minnetonka with ease of access to major highways and retail/commercial

conveniences. The subject is located on Cedar Lake Road, in an existing residential neighborhood on a collector street for St Louis Park, adjacent to Highway 169. All Comparable Sales are located on, or with visibility to, major highways (interstates and state highways) Comparable Two, is adjusted upward 10%, to reflect its inferior location in comparison to the subject, as St. Louis Park is closer to Minneapolis/St. Paul, the largest cities in Minnesota.

Reconciliation of the Subject's Underlying Land Value-Before Acquisition

After the adjustments, the indicated value is \$15.59 to \$17.65/SF. Average and median values of the comparable sales are \$16.76 and \$17.04/SF. All comparable sales were considered when estimating the subject's underlying land value. The subjects before acquisition land value is estimated to be \$17.00/SF. **The subject's underlying land value, before the acquisition, is estimated to be \$8,953,200.00 (526,653 SF x \$17.00/SF, rounded).**

After Acquisition Valuation

The subject's highest and best use, size, and conformity to underlying zoning is not impacted by the acquisition. The subject, after acquisition, is encumbered by the 11,894 SF permanent sidewalk, trail, drainage, and utility easement indicating an after-acquisition size of 526,653 SF with a 11,210 SF temporary construction easement. Due to the size and location of the acquisition, the subject is considered to retain its underlying land value of \$17.00/SF with the newly encumbered 11,894 SF permanent sidewalk, trail, drainage, and utility easement to be diminished in value by 50%. **The subject's underlying land value, after the acquisition, is estimated to be \$8,852,100.00 (514,759 SF x \$17.00/SF) + (11,894 SF x \$17.00/SF x 50%), (rounded).**

This indicates a permanent diminution in land value of \$101,100.00 (\$8,953,200.00 less \$8,852,100.00).

Temporary Construction Easement

The property will be subject to a temporary construction easement that will encumber an area of 11,210 SF for a period of 15-month (commencing in spring 2024) as indicated on the parcel sketch contained within this report. The temporary construction easement is valued as if the land were rented at an appropriate land capitalization rate for the duration of the encumbrance. We apply a land rate of 8% with consideration given to real estate taxes. The value of the rental stream is calculated with a rate viewed reflective of the current market.

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Temporary Construction Easement Valuation:

TE Land Area:	11,210 SF
Multiply by Indicated Market Value:	<u>\$17.00/SF</u>
Estimated Value of Encumbered Land:	\$190,570.00
Multiply by Land Capitalization Rate:	<u>X 8%</u>
Annual Land Rent:	\$15,245.60
1.25-Year Temporary Construction Easement:	<u>X 1.25 years</u>
Temporary Construction Easement Value (Rounded)	\$19,100.00

Affected Site Improvements

Impacted yards, sidewalks, driveways, and mailboxes will be replaced as part of the project. There is a tree located in the acquisition area. The tree is to be compensated for at a 1:1 rate. There are believed to be no other impacted items in the acquisition area, as any other trees are protected or diseased, and are therefore non-compensable, and any signage in the acquisition area is protected. Estimates were obtained from local contractors and/or online cost estimation programs. Estimated value of the impacted site improvements is as follows:

1 Tree:	1:1 replacement	\$1,000/ tree	<u>\$1,000.00</u>
Total			\$1,000.00

The acquired items have an estimated value of \$1,000.00.

Summary and Final Analysis

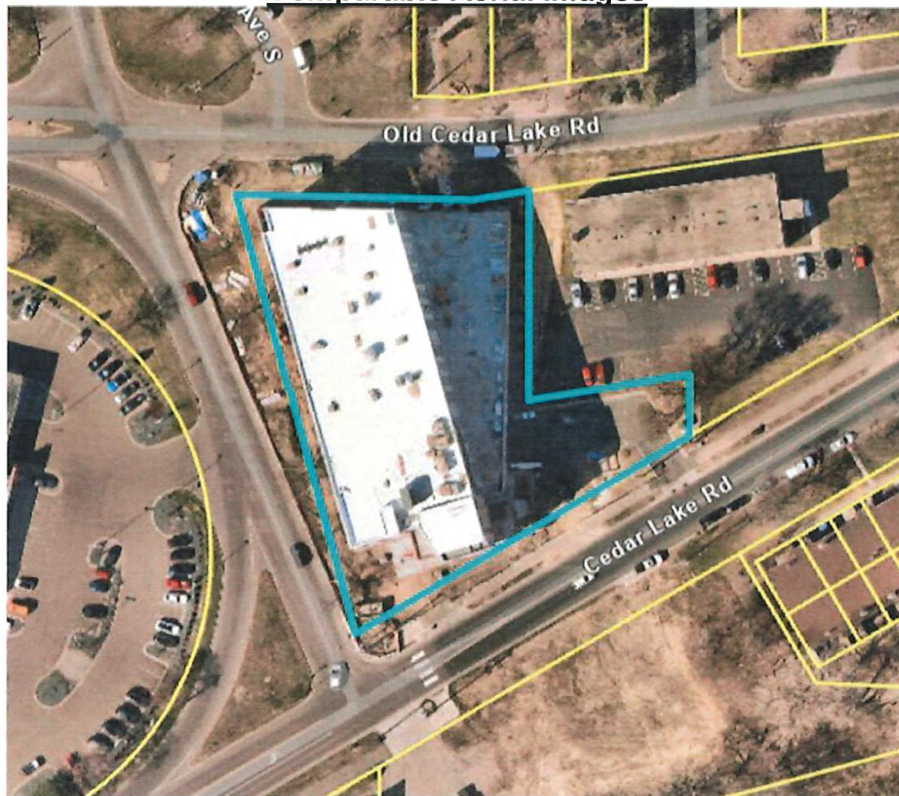
The subject's land before and after acquisition market values were estimated using the sales comparison approach for vacant land as this is the most reliable indicator of value. The appraisers' final summation of the proposed acquisition including the affected site improvements, as of August 2, 2023, is presented as follows:

Before Acquisition Land Value:	\$8,953,200.00
After Acquisition Land Value:	<u>\$8,852,100.00</u>
Permanent Diminution in Value:	\$101,100.00
Plus: Temporary Construction Easement Value:	\$19,100.00
Plus: Affected Site Improvements Value:	<u>\$1,000.00</u>
Estimated Damages:	\$121,200.00

ADDENDA

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Comparable Aerial Images



Comparable One: ECRV #1087003

(Believed to be an arms-length transaction, where the buyer approached the seller)



(04-117-22-13-0009)



(04-117-22-13-0010)

Comparable Two: ECRV #1179582

(Parcel has split since sale, confirmed by Hennepin County Assessor's Office)

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Comparable Three: ECRV #1436449

Easement Valuation Matrix
(IRWA Magazine May/June 2006)

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric Flowage easements Railroad ROW Irrigation canals Access roads
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines Drainage easements Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines Cable line Telecommunications
26% - 49%	Location along a property line, location across non usable land area	Water or sewer line Cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights Water or sewer line
0% to 10%	Nominal effect on use and utility	Small subsurface easement

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Assumptions and Limiting Conditions

The certification of this appraisal report is subject to the following assumptions and limiting conditions:

1. This appraisal values the subject property (land only) as the structural improvement is not anticipated to be impacted by the acquisition.
2. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the marketability of the title.
3. The property is assumed to be under responsible ownership and management.
4. The property is appraised as though clear and free of any liens, encumbrances, or indebtedness, unless stated otherwise.
5. To the best of this appraiser's belief, the information contained in this report is true and reported correctly. The information in this report, while not guaranteed, has been taken from sources or records believed to be reliable.
6. The Appraiser assumes that there exist no hidden defects with the site, sub-soil, or improvements, which would render it more or less valuable.
7. Disclosure by the Appraiser of the contents of this appraisal report is subject to review in accordance with the by-laws and regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. The Appraiser is not required to appear in court or give testimony because of having made this report, unless arrangements have been made in advance.
9. This report, or any portions thereof, will not be distributed, or otherwise disseminated, to anyone other than the person whom commissioned this or those involved in the certification, except as required by law.
10. This entire appraisal report must be considered as a whole and any excerpts or portions from this report cannot be considered separately.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, as well as applicable zoning regulations and restrictions, unless otherwise stated in this report.
12. It is assumed that all required licenses, consents or other authority from any local, state, or federal governments has been obtained or can be renewed.
13. It is assumed that the subject improvements, if any, are within the stated boundaries, and that there are no encroachments on neighboring property, or neighboring encroachments on the subject property, unless otherwise stated in this report.

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14. The existence of potentially hazardous material such as urea-formaldehyde foam insulation, asbestos, and existence of toxic water, toxic waste, or radon gas may have an effect on the value of the property. The Appraiser is not qualified to determine if such substances are present. The client may wish to consult an expert in this field.
15. Acceptance of or use of this appraisal report constitutes an understanding of and acceptance of these assumptions and limiting conditions.

Licenses

STATE OF MINNESOTA



KELLY ANN LINDSTROM
LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
KELLY ANN LINDSTROM

LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Certified General

License Number: 20315256

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 06, 2023.

A handwritten signature in cursive script, appearing to read "Grace Arnold".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

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STATE OF MINNESOTA



LOIS MARIE DAVIS
789 GOLDEN MEADOW ROAD
EAGAN, MN 55123

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
LOIS MARIE DAVIS

789 GOLDEN MEADOW ROAD
EAGAN, MN 55123

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Trainee

License Number: 40078294

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 27, 2023.

A handwritten signature in cursive script, reading "Grace Arnold".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

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Guidebook



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for Property Owners

GUIDE FOR PROPERTY OWNERS



DEPARTMENT OF TRANSPORTATION

The Minnesota Department of Transportation is responsible for the administration, planning, construction, maintenance, and safety of the State's highway system and airports. Each year MnDOT makes efforts to reduce traffic congestion and crashes through the use of the State's expanded trunk highway and federal interstate and airport programs. As a result, the State may be required to purchase property owned by individual citizens.

This guide outlines the laws and procedures MnDOT must follow in the land acquisition process. Please review the information carefully to better understand your legal rights as a property owner.

For MnDOT projects, to request this document in an alternative format, call:

MnDOT's Disability Programs Coordinator
651-366-4718 (Metro), or
1-800-657-3774 (Greater Minnesota)
(Please request one week in advance.)

For assistance in placing your call
TTY, Voice, ASCII, or Hearing Carry Over
Dial 711 -or- 1-800-627-3529
(Minnesota Relay)

November 2022

GENERAL INFORMATION



How MnDOT Acquires Property:

Minnesota law allows the State and certain other governmental agencies to acquire property for public purposes such as schools, parks, libraries, recreation facilities, airports and highways.

The Constitution of the United States and the State of Minnesota requires a payment of “Just Compensation” to the owner for property being acquired or damaged for public use.

Payment of “Just Compensation” means that the owner is entitled to the fair market value of their property, which is generally defined as the amount the buyer and seller agree upon based on a valuation of the property.

Prior to Land Acquisition:

During the land acquisition process, a survey crew may request permission to enter your land to obtain information for the planning and engineering of the proposed improvement or project.

Often times a public hearing or an informational meeting will be held to give you a chance to participate in the process of determining the location and design of the highway. (The time and place of these hearings or opportunities for hearings will be advertised in the local newspaper.)

A State agent will contact you to discuss and learn the nature and interest of those persons

involved with the property. It is unlikely at this time that the agent will have complete knowledge of the final State proposal as construction plans are still being developed.

The State will then send a qualified valuation professional to estimate the market value of the State's proposed land acquisition. The valuation professional will contact you at that time giving you the opportunity to accompany him/her during the inspection of your property. The valuation is normally based on studies of recent similar sales of property in your area.

In some instances, if the State determines there are minimal damages to the property, a short form appraisal or minimum damage acquisition will be prepared.

The State will present the owner a copy of the valuation report at the time of the offer.

Please note: you may be contacted again by authorized personnel to obtain other necessary information prior to the time an offer for purchasing can begin.

SECTION I



Minnesota law allows MnDOT to acquire land through the following methods:

- Direct Purchase**
- Eminent Domain**

Acquisition of Land or Rights by Direct Purchase:

Efforts will be made first to acquire your property through the direct purchase procedure. Direct purchase means a State representative will contact you in an attempt to purchase the property based on the estimated market value provided from the valuation. You will then be given a written statement that includes the amount being offered for the property rights. In instances where only a part of the property is to be acquired, the statement will separate the amount of money to be paid for property and the amount (if any) for damages to the remainder of the property. The State will provide you with a copy of the valuation report. If the acquisition leaves you with an uneconomic remnant, the State will offer to purchase that remnant.



If you accept the offer, you will sign an “Offer to Sell and Memorandum of Conditions” which gives the State permission to buy your property. You will also sign the actual “deed” which conveys the property to the State.

In certain cases, the State will not need to purchase the actual property but will need to purchase certain “rights” from the property. These rights may include drainage easements, extinguishment of access, temporary easements, etc. In this case, you will only sign the actual document that grants those rights to the State.



The State will, at its own expense, furnish all documents necessary to complete the sale or purchase of rights, to make the necessary examination of title, and to record the documents of conveyance. All documents are subject to, and are conditional upon, written acceptance by the State or other acquiring authorities.

After the legal documents have been recorded, payment will be processed. If there is a mortgage and all or a major portion of the property is being acquired, a separate check payable to the mortgage holder will be drawn for the remaining balance of the mortgage including interest to the date of payment. The check for your equity will be mailed directly to you. If only a part of your property is to be acquired, the State will ask for a partial release of mortgage. In this instance, the mortgage holder will also be named on the check. It is strongly recommended that you contact your mortgage holder to determine distribution of the funds prior to the signing of legal documents.

By agreement, you may retain and remove any or all improvements located on your property, but removal of such improvements must be made at your own expense. The salvage value of the improvements retained ~~74~~ you will be deducted from the amount of the offer.

The State will reimburse you for certain incidental expenses incurred in transferring title to the State and a State agent will assist you in filing a claim.

Examples of the types of reimbursements are as follows:

- A. Service fees charged by the mortgage holder for release of mortgage
- B. Prepayment penalty of mortgage
- C. Abstract costs
- D. Court costs

You are also eligible for reimbursement of any reasonable appraisal costs performed by a licensed appraiser, up to a maximum of \$1,500 for single family and two-family residential property and minimum damage acquisitions, and up to a maximum of \$5,000 for other types of property. The owner must submit to the acquiring authority the information necessary for reimbursement, including a copy of the owner's appraisal.

If any of your property is being acquired, it will be necessary that all current and delinquent real estate taxes, as well as all special assessments, be paid in full. The State agent will advise you on the payment of taxes due.

Unless some unusual circumstance exists, you will be able to occupy your property for a period of 90 days from the date of acceptance. This period will be increased to 120 days if the construction timetable permits such an extension. No charge to the owner will be made for occupancy during this period. However, if you request to stay longer than the 120 days, and the State agrees, you must sign a lease for the property at a rate (fair market value) determined by the State.

In addition to receiving the fair market value for the land or rights taken, you may be entitled to certain relocation benefits. A relocation or purchasing agent will provide you with the necessary information and a relocation booklet that explains the program.

Minimum Compensation:

Pursuant to Minnesota Statutes 117.187, when a person or entity that holds fee title “must relocate, the amount of damages payable at a minimum, must be sufficient for an owner to purchase a comparable property in the community and not less than the condemning authorities payment or deposit under section 117.042, to the extent that the damages will not be duplicated in the compensation otherwise awarded to the owner of the property.”

This dollar amount may be more than the State’s certified appraised value of your property. If this is the case you will be advised of the amount separately in the State offer letter to you as the owner.

Please note: If you have to move from your home; a decent, safe, and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement.

Please refer to Section III Relocation Payments on page 12, and/or MnDOT’s relocation booklet: *“Relocation Assistance: Your Rights and Benefits.”*



You are not required to give up possession of your property until:

1. You have been paid the agreed purchase price, or
2. You have been paid an award of commissioners, or
3. An amount at least equal to the State’s approved appraisal of the value of your property is deposited with the court for your benefit, or

4. The award resulting from a condemnation proceeding is deposited with the court.



SECTION II

Land Acquisition By Eminent Domain:

Eminent domain is a legal process used for acquiring property for public purposes. Eminent domain, also known as condemnation, is used when the price of the property cannot be agreed upon by the seller and buyer or when title to the property is defective. The State must start the process early to assure the property will be acquired and vacated in time to meet construction contract requirements. After an offer has been made, you will be given at least 30 days in which to consider it before the eminent domain process begins.

A petition is filed with the court administrator. A hearing on the petition will be scheduled and notice of this hearing will be served on you in the same manner as any civil action to fulfill the requirement of State law.

The notice of the hearing on the petition will inform you of the hearing date, time, place and type of acquisition. The notice also will describe the property to be acquired and will contain a list of the names of all parties who are shown to have an interest in the property.

The hearing on the petition is usually held in the courthouse of the county in which the property is located. An attorney will represent the State and will present the petition to the court. A State representative also will be available to answer questions regarding engineering details, design aspects of the project and construction matters. The court will appoint three qualified and impartial persons to act as commissioners. The commissioners will view each piece of property, hold valuation hearings and determine the damages that the property will, in their opinion, sustain as a result of the acquisition.

After the three court-appointed commissioners have taken their oath of office, they will arrange for viewings and hearings with you and other affected property owners. You will be notified of the date and time when a viewing or valuation hearing will be held.



It is the general policy of the State to have an attorney from the Office of the Attorney General and an engineer present at the viewings and hearings. Their function is to assist the commissioners and property owners by answering technical questions of a legal or engineering nature.

The chairperson of the commission, who presides over the hearings, will likely invite you to express your opinion as to the amount of damages you feel your property has sustained and to furnish such evidence for purposes of assisting the commissioners in determining an award of damages. You may represent yourself at these hearings, or you may choose to be represented by an attorney. Whether or not you hire an attorney is your decision.

Title and possession of the property shall pass to the State after filing of the award by the court-appointed commissioners. However, the State usually requires title and possession of all or part of the owner's property prior to the filing of an award by the court-appointed commissioners. In these cases, the State will, at least 90 days prior to the date on which possession is to be taken, notify the owner of the intent to possess the property. Prior to taking title and possession, the State will pay to the owner, or deposit with the court, an amount equal to the State's approved appraisal of value. Title and possession is set for 35 days after the hearing on the petition. This is commonly referred to as the "Quick-Take" Law of the State of Minnesota. Interest is paid on the amount of the award that exceeds the Quick-Take payment.

You may wish to retain a licensed real estate appraiser to provide you with an appraisal of the market value of your property.

The commissioners may award reasonable appraisal fees not to exceed a total of \$1,500 for residential property and \$5,000 for other types of property, unless the appraisal fee was previously reimbursed. An appraisal must not be used or considered in condemnation commissioners hearing, nor may the appraiser who prepared the appraisal testify, unless a copy of the appraiser's written report is provided to the opposing party at least five days before the hearings.

If a business or trade is destroyed by a taking, the owner may be compensated for loss of going concern. The owner must notify the State of the owner's intent to claim compensation for loss of going concern within 60 days of the first hearing before the court. Documentation related to a loss of going concern claim must be used or considered in a condemnation commissioner's hearing unless the documentation is provided to the opposing party at least 14 days before the hearing.

When Can Construction Start:



The State may begin to use the property when it obtains title and possession of it. Title and possession passes when you are paid for the property or at a later date specified in the purchase agreement.

If your property is acquired through eminent domain, title and possession will pass as stated in the preceding section.

You may also grant permission to the State for it to enter your property and begin construction prior to title and possession passing. You could do this by signing a Right of Entry or a Permit to Construct.

Appealing the Commissioner's Award:



It is important to note that if you are dissatisfied with the commissioner's award, you have the right to appeal to the District Court. The State also has the right to appeal the award.

Any appeal must be made within 40 days to the Court Administrator from the date the commissioners file their award. A notice of such appeal must be mailed to all parties of record having an interest in property described in the appeal. Within 10 days of such mailing any other party may appeal. The 40 days are counted from the date of the filing of the commissioner's award with the Court Administrator, not from the date you received the notice of the award from the State.

If the State appeals the award, you will be notified by letter from the Office of the Attorney General. The law states that unless proper appeal is taken by either party within 40 days, neither party can amend or adjust the amount, terms or conditions of the award. If no appeal is taken, payment will be made following the expiration of the 40-day appeal period. If only one party appeals the commissioner's award, the appealing party may later dismiss the appeal and the award, plus interest, will be paid.

Just Compensation by a Jury:



If you or the State, or both, appeal to the District Court, the compensation to which you are entitled becomes a question to be decided in a trial by jury. Simply because an appeal is taken by either party does not necessarily mean the matter will go to court.

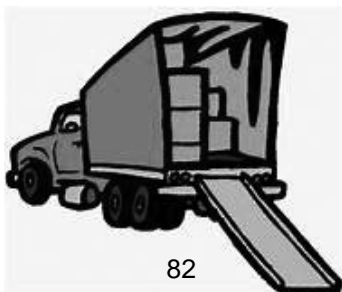
The State will make a diligent effort to settle the case prior to trial.

However, as noted earlier, the law states the State cannot amend or adjust the amount of the commissioner's award unless proper appeal is taken by either party within the time allowed.

If the appeal is settled out of court, you can expect final payment by the State within 45 days of receipt of a properly signed stipulation and settlement. If the appeal goes to trial in District Court, final payment will be made within 45 days after a final judgment. When the jury verdict is appealed to a higher court, final payment will await the disposition of that appeal.

SECTION III

Relocation Payments:



In accordance with the Federal Uniform Relocation Act and subsequent legislation, you may be entitled to relocation assistance for such things as replacement housing, closing costs, moving costs, and business reestablishment costs. An agent of the State will review your eligibility for relocation benefits.

MnDOT's relocation program is more fully explained in its booklet: "*Relocation Assistance: Your Rights and Benefits.*" It describes the program and various benefits and payments available to assist displaced persons. Please request your copy of the booklet from MnDOT if you have not received one.

SECTION IV

Additional Information:



Taxpayer Identification Numbers

The Internal Revenue Service (IRS) requires the property owner to furnish the State with a Taxpayer Identification Number before payment can be made. An approved form (IRS W-9) will be provided by the State.

Minnesota Well Disclosure

State law requires that sellers of real estate inform prospective buyers of any wells located on the property, even if those wells are not in use. If any wells are present, the seller completes a formal Well Disclosure Certificate provided by the State.

SUMMARY AND CONCLUSION



The information in this *Guide for Property Owners* is brief and general. If you desire additional information, please request assistance from the State.

All agents of the State are committed to providing better and safer highways for public use. We realize our obligation to all property owners to be respectful of your rights while carrying out the duties of highway construction. We are ready to assist you in any way that we can during this process.



If at any time you have questions, you are invited to seek the services of the State or visit the Web site at:

www.dot.state.mn.us/landmanagement



Please contact the Minnesota Department of Transportation at the following phone numbers:

District 1 - Duluth	218-725-2700
District 2 - Bemidji	218-755-6500
District 3 - Brainerd	218-828-5700
District 4 - Detroit Lakes	218-846-3600
District 6 - Rochester	507-286-7500
District 7 - Mankato	507-304-6100
District 8 - Willmar	320-231-5195
Metro District - Roseville	651-234-7500

The address for the Director of the Office of Land Management, Minnesota Department of Transportation is:

Transportation Bldg., MS 630
395 John Ireland Blvd.
St. Paul, MN 55155
General Information No. 651-366-5000

The address for the Office of the Attorney General, Transportation Division is:

445 Minnesota Street, Suite 1800
St. Paul, MN 55101-2134

When writing the department for assistance, please be sure to mention:

1. The “C.S.” number
(state project number):
Example: *C.S. 6982 (35=395) 907*
2. The parcel number
assigned to your property:
Example: *Parcel 201; Parcel 3A;
Parcel 14BB; Parcel 10; etc.*
3. Title of the condemnation action
that affects your property:
Example: *“State vs. John Jones, et al”*
4. The name of the state’s attorney and/
or department engineer who dealt with
you regarding your property.

Prepared by:
Minnesota Department of Transportation
Office of Land Management
October 2019

Guidegraphic.doc

Non-Discrimination Notice

Federal and state law prohibit discrimination on the basis of race, color, national origin, sex, age, disability, low-income status, creed, religion, marital status, sexual orientation, gender identity, and status with regard to public assistance. MnDOT is committed to ensuring that no person is subjected to discrimination on the basis of these protected classes under any and all programs, services, or activities administered by the department. Additionally, MnDOT is committed to ensuring that its programs incorporate access for people with limited English proficiency. Please contact MnDOT Office of Civil Rights at 651-366-3073 with questions or assistance related to this policy.

Limited English Proficiency Notice

To request this document in another language, please send e-mail and attach document to languageservices.dot@state.mn.us.

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a languageservices.dot@state.mn.us.

Yog xav kom muab daim ntawv no sau ua lwm hom lwm, thov sau ntawv nrog daim ntawv tuaj rau ntawm languageservices.dot@state.mn.us.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga languageservices.dot@state.mn.us.



Office of Land Management

395 John Ireland Blvd.

St. Paul, MN 55155-1899



TO: Dr. Kate Maguire, Superintendent
FROM: Patricia Magnuson, Director of Business Services
Jim Langevin, Manager of Facilities and Safety
SUBJECT: City of St. Louis Park offer to acquire land for Cedar Lake Road project

The purpose of this memo is to recommend that the School Board accept the offer received by the City of St. Louis Park to acquire the necessary right of way to complete the Cedar Lake Road project.

Background

As part of the Cedar Lake Road project, the City of St. Louis Park needs right of way onto school district property for two purposes:

1. 11,894 square feet for a permanent sidewalk, trail and drainage/utility easement
2. 11,210 square feet for a temporary construction easement

St. Louis Park Public Schools has received an offer for the city's acquisition of this property for the sum of \$121,200.

The District can secure an independent appraisal of the property in question to validate the offer. In my experience, this is not a necessary step. If the District rejects this offer, it may result in the city acquiring the land through eminent domain.

District and City staff have met to review options and we are prepared to recommend that the School Board move forward with accepting the current offer.

Included in the November 14, 2023 school board meeting materials are:

1. Document containing the Offer to Acquire, Value Certification, Appraisal Receipt & Disclosure, Memorandum of Agreement and Easement
2. Cedar Lake Road Project Parcel Map
3. Cedar Lake Road Project Appraisal Report
4. Guidebook for Property Owners

Recommended next steps

We recommend that the School Board of Independent School District 283, St. Louis Park Public Schools, accept the formal offer from the City of St. Louis Park in the amount of \$121,200 for the purchase of necessary land rights to complete the Cedar Lake Road project.



St. Louis Park Public Schools

TO: Dr. Kate Maguire, Superintendent
FROM: Patricia Magnuson, Director of Business Services
Shanique Williams, Assistant Director of Business Services
SUBJECT: Closure of certain student activity accounts

The purpose of this memo is to recommend that the School Board approve the closure of certain student activity accounts as of June 30, 2023.

Background

Student Activities are governed by Uniform Financial and Reporting Standards (UFARS) Chapter 14, Manual for Activity Fund Accounting (MAFA).

Student activity accounts are for extracurricular activities where funds are raised by students and for students that are currently enrolled and participate in the activity. Each approved student activity account must have an advisor who is charged with the oversight of the student activity account. The advisor's role is to advise and guide the student activity yet not influence or direct the decisions of the students. Student activity funds may not be used for general district operations.

The board, by authority of Minnesota Statutes 2021, section 123B.49, subdivision 4, must assume direction and control of student activities. By taking control, the board must also receive, disburse, and account for all funds of such activities in the same manner as all other revenues and expenditures of the district as directed by the UFARS manual.

On an annual basis it is the responsibility of the Business Office to review and assess the student activity accounts. Any student activity account, which has been inactive for one fiscal year, must be disposed of, unless the advisor submits a plan to the Business Office indicating why the activity has been inactive and why it should not be terminated.

Closure of student activity accounts has no bearing on whether the activity/club remains active. However, School Board action is required to remove any inactive accounts from financial reporting.

An internal review of the current list of 46 student activity accounts reveals these four (4) accounts that have a zero balance and have had no activity as far back as the 2019-2020 school year. These accounts will be closed as of June 30, 2023.

Middle School	
Close/Zero balance	MS DECA
High School	
Close/Zero balance	Boy Golf
Close/Zero balance	Strength Training
Close/Zero balance	Swim



St. Louis Park Public Schools

Another 12 accounts carry a balance, but have been inactive for at least two years. The Business Office recommends that the balances in these accounts be moved to a student activity account at each school that aligns with its apparent purpose or would benefit the entire student body:

Middle School			
Action	Name	Transfers In	Transfers Out
Close/Transfer	Activity		431.00
Close/Transfer	Athletics		2,781.00
Close/Transfer	International Club		2,302.00
Close/Transfer	Yearbook		10,358.86
Receive Funds	Student Council	15,872.86	
High School			
Close/Transfer	Boys to Men		25.00
Close/Transfer	Business Innovations		1,767.36
Close/Transfer	Engraving		1,691.00
Close/Transfer	German		66.00
Close/Transfer	Mandala		2,848.00
Close/Transfer	NTA		45.00
Close/Transfer	Roots and Shoots		323.00
Close/Transfer	Theater Fund		3,126.00
Receive Funds	DECA	1,767.36	
Receive Funds	Environmental Fund	323.00	
Receive Funds	Student Council	4,675.00	
Receive Funds	Thespians	3,126.00	

Next Steps

We recommend that the School Board of Independent School District 283, St. Louis Park Public Schools, take action to close certain Student Activity accounts and transfer remaining funds to other Student Activity Accounts as of June 30, 2023. These adjustments will be reflected in the June 30, 2023 audit report.