

MEMO TO: Board of Education
TOPIC: Special School Board Meeting
FROM: Steve D. Cairns, Superintendent
DATE: July 19, 2019

A Special School Board Meeting of the Board of Education will be held July 24, 2019 at 4:00 PM in the High School Room 101.

Agenda

1. CALL MEETING TO ORDER

A. Pledge - Chairman Broden

2. STAFFING

A. Hire - Jessica Anderson, 1.0 FTE Elementary Teacher

Contingent upon receipt of an appropriate teaching license and a satisfactory background check.

B. Hire - Amanda Everhart as a 1.0 FTE Elementary Teacher.

Contingent upon receipt of an appropriate teaching license and a satisfactory background check.

C. Resignation - Casey Dahl, paraeducator, effective August 26, 2019.

D. Hire - Casey Dahl, 1.0 EBD Teacher

Contingent upon receipt of an appropriate teaching license and a satisfactory background check.

E. Hire - Danielle Zittel, 1.0 FTE ASD Teacher

Contingent upon receipt of an appropriate teaching license and a satisfactory background check.

3. SCHOOL BOARD WORK SESSION TOPICS

A. Clarify expectations and review and discuss roles and responsibilities

B. Discuss and develop board and superintendent goals for the coming year

C. Next steps

4. FAIR GROUNDS LEASE DISCUSSION

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5. ADJOURNMENT

July 17, 2019

To: Bagley School Board

The decision of the Clearwater County Fair Board is:

1. The property in question is not for sale.
2. The lease agreement will be \$6,000 per year for five years from this date. The late payments will be at the same rate to be caught up immediately.
3. The covenants will remain the same except the lease amount and length.
4. As per Number 5 of the covenants the lease will be renegotiated on a five-year basis.
5. The Clearwater County Fair Board reserves the right to cancel this agreement at any time with due notice of one year.
6. The Clearwater County Fair Board will remove the dugouts at their expense.



Erich Heise <eheise@bagley.k12.mn.us>

Numbers

Doreen Zierer <dzierer@bagley.k12.mn.us>
To: Erich Heise <eheise@bagley.k12.mn.us>

Mon, Jul 22, 2019 at 11:51 AM

Erich,

Here is the information regarding the use of the fairground fields -
let me know if you need any other information:

- Brustad Field and the adjacent practice field (old track area) is used for Varsity/JV/JH football practices from the middle of August until the end of October. We do not play football games on the Brustad field for (varsity and JV) and have only played one set of JH games there since the new football field was completed
- The Fairground baseball field is used for JH/JV Baseball during April & May for practices and games. We play approximately 10 baseball games there per spring season
- The Brustad field area has been used on an every other year basis for an Elementary Football game day (through Community Ed) when we host multiple schools for 5th & 6th grade football.

Thanks

Doreen

[Quoted text hidden]

LEASE

THIS AGREEMENT, Made this 6th day of September, 2011 by and between Clearwater County Agricultural Society, a Corporation under the laws of the State of Minnesota, party of the first part, Lessor, and Independent School District No. 162, a Municipal Corporation, under the laws of the State of Minnesota, party of the second part, Lessee.

WHEREAS, the Lessor is the owner of the real estate hereinafter described and the lighting system thereon commonly referred to as floodlights and the Lessee desires to use and maintain said facilities for athletic and school purposes;

NOW THEREFORE, Witnesseth, that the Lessor in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the said Lessee and the said Lessee does hereby hire and take from the said Lessor the following described premises, situated in the County of Clearwater and State of Minnesota, to-wit:

Legal Description inserted here SEE ATTACHMENT A

Together with the lighting system, commonly referred to as floodlights, located thereon, subject to the right of the City of Bagley in and to the transformers in said lighting system.

And, granting to the lessee the right to the use of the above described premises for the purpose of staging and conducting baseball games, football games, track events, all other athletic events, and any school endorsed or sponsored curriculum, events or programs of any kind with the right and privileges of the use only of the grandstand and public address tower on said premises, save and except as hereinafter limited.

This lease is given subject to the following conditions to-wit:

- 1) The Lessor reserves the exclusive use of the premises herein described to said Lessor during the period of time of each year when the Lessor shall have their annual fairs thereon, and for 7 days prior thereto, together with the use of the floodlights during such time, but the said Lessor shall pay to the BAGLEY PUBLIC UTILITIES the cost of the electric energy used during the period said floodlights are so used by the first Lessor.
- 2) Any activity, other than the usual or regular school activities and baseball games, during the period of one month prior to the annual fair conducted by the Lessor, and two weeks thereafter, shall be first approved by the Lessor before the same may be held on the premises herein described. It being the intent hereof to regulate any special spectator events that would injure fair attendance.

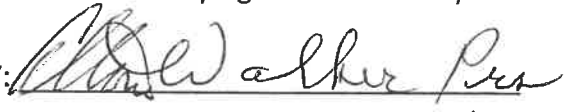
- 3) The Lessee shall have the sole and exclusive jurisdiction of the rental and use of the lighting system and athletic facilities located on the premises, save and except as otherwise herein provided by the Lessee.
- 4) The Lessee shall carry property insurance on the tower and concession stand to the extent of its depreciable value. The Lessee shall provide public liability insurance and agrees to hold harmless the party of the second part from any claims that arise on account of or during possession of use by the Lessee.
- 5) The parties hereto agree that this lease may be renegotiated on an annual basis by mutual consent. The parties hereto further agree that either party can choose to opt out of the lease but with the understanding that a year's notice is required.
- 6) At and for such time as the Lessor has possession of or takes control of the premises, said Lessor shall provide public liability insurance and agrees to hold harmless the party of the second part from any claims that arise on account of or during possession or use by the Lessor.

In consideration of the terms and conditions herein contained, the Lessee agrees to maintain and take care of the athletic facilities, grounds, and towers located on the premises and for the further consideration of \$14,000 on July 1st commencing for the year 2010 and continuing through June 30,2017.

And the said Lessee also covenants and agrees to and with the Lessors not to assign the Lease or underlet the above rendered premises or any part of thereof, other than herein provided without first obtaining the written consent of the Lessor, their successors and assigns, in as good condition and repair as when it took them, reasonable wear and tear and damage by the elements alone accepted. And, the said Lessor does covenant that the said Lessee, on performing the covenants and agreements as herein contained, shall and may peaceably and quietly have, hold and enjoy the same demised premises for the term aforesaid.

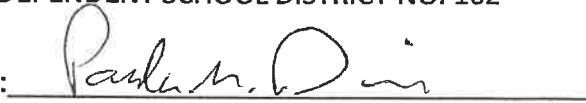
IN TESTIMONY WHEREOF, the said parties have caused these presents to be executed in its corporate names by authority of its governing Board, by its President and its Secretaries, the day and the year first above written.


Clearwater County Agricultural Society

BY: 
President

BY: 
Secretary

INDEPENDENT SCHOOL DISTRICT NO. 162

BY: 
Chairman of the Board

BY: 
Clerk of the Board

Allen Paulson, Manager
Clearwater County Fair
34288 Dahlberg Lake Road
Shevlin, MN 56676

EXHIBIT A

All that part of the East Half of the Southwest Quarter (E1/2SW1/4), Section Twenty (20), Township One Hundred Forty-seven (147) North of Range Thirty-Seven West (37W) of the Fifth Principal Meridian, lying and being situated on the Easterly and Southeasterly side of County Aid Road No. 9, excepting therefrom the following parcel of land, described as follows, to wit:

Commencing at a point located 380 feet East of the East boundary line of said above named road, and 70 feet North of the South boundary line of the SE1/4SW1/4, Section 20-147-37, as a point of beginning; thence North on a line parallel to the West line of said above described forty, a distance of 165 feet; thence at right angles and East of a line parallel to the South line of said forty, a distance of 396 feet; thence at right angles and South on a line parallel with the aforesaid West line of said forty theretofore described, a distance of 165 feet; thence West at right angles on a straight line a distance of 396 feet to the point of beginning, said excepted tract containing 1.5 acres and the parcel herein containing 29.5 acres, more or less.