

# School District of Altoona 

# ALTOONA BOARD OF EDUCATION <br> Regular Meeting <br> District Board Room <br> $8097^{\text {th }}$ Street West <br> May 18, 2015 <br> 6:30 p.m. <br> Agenda 

1. Call to Order
2. Roll Call
3. Reading of Public Notice
4. Pledge of Allegiance
5. Rules for Meeting
6. Approval of Minutes
a. May 4, 2015 Organizational Meeting
b. May 4, 2015 Regular Meeting
7. Public Participation (All remarks are to be addressed to the Board; discussion among citizens present is not permitted. Board members may ask questions of a speaker; however, no formal deliberations are allowed at this time.)
a. Non-Agenda items - public comment and concern
b. Agenda items - public comment and concern
8. Treasurer's Report
a. Approval of Checks for Payment
(1) General Fund checks totaling \$565,664.24
(2) Student Activity Fund checks totaling $\$ 585.51$
b. Approval of Treasurer's Report
c. Budget Update: Expenditures and Revenues as of May 14
9. Information
a. Committee Reports
(1) Community Education Partnership Council, May 13
(2) Insurance Committee, May 14, 2015
(a) Follow-up Review of Insurance Options
b. General Information
(1) Policy Discussion: Policy 535.3 - Job Sharing

Altoona Board of Education, May 18, 2015
c. President's Report
(1) Committee Appointments
(2) Proposed Board Calendar 2015/16
d. Superintendent's Report
(1) Open Enrollment Application Summary and Remaining Spaces for 2015/16
(2) Aesop Substitute Placement and Absence Management System
(3) On Track for the Future! Building Projects Update
(a) Agreement Between the City of Altoona and the School District Concerning Infrastructure for New Elementary School
(b) Elementary School Name
(c) Standard Form of Agreement
(4) Other Meetings, News and Events (Items announced in this category are not intended for discussion)
10. Board Action after Consideration and Discussion
a. Consider Resignation to Head Varsity Baseball Coach
b. Consider Resignation to Assistant Varsity Baseball Coach
c. Consider Employment Recommendation to Fill Extracurricular Positions
d. Consider Employment Recommendation to Fill Intermediate School/Middle School Intervention Specialist
e. Consider Employment Recommendation to Fill RAILs Summer Program Positions
f. Consider Recommendation for Approvals and Denials of Nonresident Open Enrollment Applications for 2015/16
g. Consider Approval of Health Insurance Provider and Plan Options
h. Consider Approval of School District of Altoona Compensation Model Effective 2016/17
i. Consider Naming the New Elementary School
j. Consider Approval of Standard Form of Agreement Between Owner and Construction Manager as Constructor
11. Adjournment

The vision of the Altoona School District, in partnership with our students, their families, and our community, is to build a foundation for life-long learning and the emotional well-being of our students.

We are dedicated to offering large school opportunities with a small school approach.

## ALTOONA SCHOOL BOARD AGREEMENT

- We base our decisions on the best interest of the students.
- We are guided by our Vision, Mission and our Strategic Plan.
- We believe that every employee makes a contribution to the success of every student.
- We conduct ourselves within commonly understood principles of integrity.
- We listen carefully and respectfully to ensure all voices are heard.
- We practice good stewardship of our tax dollars.
- We seek to operate with as much transparency as possible.
- We do not engage in drama or political rhetoric.
- We seek a way around obstacles; reframing from an attitude of "we can't," to "how can we?"

Adopted: 9/19/11
Amended: 1/21/13


## School District of Altoona

ALTOONA BOARD OF EDUCATION<br>Organizational Meeting<br>District Board Room<br>$8097^{\text {th }}$ Street West<br>May 4, 2015<br>6:30 p.m.

1. The Organizational Meeting of the Altoona Board of Education was called to order by Board President, Helen Drawbert at 6:30 p.m. in the District board room.
2. Roll call was taken and the following were present:

Helen S. Drawbert, President
Robin E. Elvig, Vice President
Michael J. Hilger, Clerk
Bradley D. Poquette, Treasurer
David A. Rowe, Member
Dr. Connie M. Biedron, Superintendent
Joyce M. Orth, Board Secretary
3. Reading of Public Notice. Report of notice was given. All posting requirements were met and posting places are noted: Altoona City Hall, Altoona Post Office, school district office, high school office, middle school office, and elementary school office.
4. Pledge of Allegiance
5. Select Voting Method. A nomination and voice vote process was selected.
6. Election of Officers Election of Officers. a. President. Helen Drawbert was nominated by Robin Elvig for the office of President. No other nominations were made. Confirmed by a unanimous roll call vote, Helen Drawbert was elected as President. b. Vice President. Robin Elvig was nominated by Dave Rowe for the office of Vice President. No other nominations were made. Confirmed by a unanimous roll call vote, Robin Elvig was elected as Vice President. c. Clerk. Michael Hilger was nominated by Robin Elvig for the office of Clerk. No other nominations were made. Confirmed by a unanimous roll call vote, Michael Hilger was elected as Clerk. d. Treasurer. Bradley Poquette was nominated by Michael Hilger for the office of Treasurer. No other nominations were made. Confirmed by a unanimous roll call vote, Bradley Poquette was elected as Treasurer.
7. Adjournment. Motion by Elvig to adjourn at 6:36 p.m., seconded by Elvig. Elvig, yes; Rowe, yes; Hilger, yes; Poquette, yes; Drawbert, yes. Motion carried 5-0.

Joyce M. Orth CAP, Board Secretary

## District Clerk



# School District of Altoona 

ALTOONA BOARD OF EDUCATION<br>Regular Meeting<br>District Board Room<br>$8097^{\text {th }}$ Street West<br>May 4, 2015<br>6:45 p.m.

1. The Regular Meeting of the Altoona Board of Education was called to order by Board President, Helen Drawbert at 6:45 p.m. in the District board room.
2. Roll call was taken and the following were present:

Helen S. Drawbert, President
Robin E. Elvig, Vice President
Michael J. Hilger, Clerk
Bradley D. Poquette, Treasurer
David A. Rowe, Member
Dr. Connie M. Biedron, Superintendent
Joyce M. Orth, Board Secretary
3. Reading of Public Notice. Report of notice was given. All posting requirements were met and posting places are noted: Altoona City Hall, Altoona Post Office, school district office, high school office, middle school office, and elementary school office.
4. Pledge of Allegiance
5. Rules for Meeting
6. Approval of Minutes. a. April 20, 2015 Regular Meeting. Motion by Elvig to approve the minutes as presented, seconded by Rowe. Hilger, yes; Poquette, yes; Elvig, yes; Rowe, yes; Drawbert, yes. Motion carried 5-0.
7. Public Participation. a. Non-Agenda items - public comment and concern. (1) Kathy McQuillan, WEAC Uniserv Director introduced herself and offered to work together as a resource. (2) District resident, Dudley Gilman, inquired about the increase in property taxes and its' relationship to the passed referendum. Michael Markgren, business manager, explained the impact of the loss of state aid on property taxes. b. Agenda items - public comment and concern. None.
8. Treasurer's Report. a. Approval of Checks for Payment. Motion by Elvig to approve General Fund checks totaling $\$ 823,445.63$ and Student Activity Fund checks totaling $\$ 6,502.32$ as presented, seconded by Rowe. Poquette, yes; Elvig, yes; Rowe, yes; Hilger, yes; Drawbert, yes. Motion carried 5-0.
9. Information. a. School Showcase. (1) Altoona Middle School Student Council Update. Middle school student council members, Madison Gilmartin, Emma Mickelson, Hannah Schlafer, and Melissa White shared an update of recent and upcoming events. One recent event, the Wisconsin Association of School Councils State Conference held in Madison, presented an opportunity to explore aspects of leadership and to compete with other students. Our students took gold awards in the competitive events.
(2) Student Representative's Update. The high school update was presented by board student representative, Claire Pszeniczny. Recent and upcoming events and activities included the SADD Mock Car Crash, prom, a job shadowing experience, the National Honor Society induction, the Wisconsin Association of School Councils State Conference where AHS participants also took gold in competitive events, AP testing, ACT Aspire testing, the May 14 high school POPs Concert, and graduation to be held on May 27. b. Committee Reports. (1) Altoona Parks \& Recreation Committee. Board representative, Brad Poquette reviewed the April 27 meeting. Topics included the Otter Creek trail, an electrical extension to Hillcrest Park, city parks and parks projects, and an ordinance amendment to define actions falling under the exemption to Chapter 9.23. c. General Information. None. d. President's Report.
(1) Committee Sign-up Process. The sign-up process for committee work was reviewed. Committee appointments will be made on May 18. e. Superintendent's Report. (1) Maker Fair. The first-ever Maker Fair on April 23 showcased equipment purchased with our 2014 STEM grant and gave fourth and fifth grade students an opportunity to share concepts they have learned. Higher education as well as other groups and agencies also participated. (2) Staff Appreciation Breakfast. Board members are invited to attend the Staff Appreciation Breakfast scheduled for May 6, 7:00 to 8:00 a.m. in the commons addition.
(3) News Talk Interview. Dr. Biedron will be a guest on NewsTalk at 8:10 a.m. on Friday, May 8.
(4) Discuss $9^{\text {th }}$ Grade Transitions Plan - Staffing and Programming. Dr. Biedron updated the board concerning plans to restructure the counseling staff and the school psychologist for the 2015/16 school year. In addition, a schedule has been developed that will allow existing staff to provide administrative support in all buildings. (5) Discuss Proposal for Job Sharing. A proposal outlining parameters for jobsharing was reviewed. The board is in favor of proceeding with the process. (6) SAGE Contract Renewal and Pending Legislation. Under proposed legislation, schools could meet their SAGE contract obligations by using one of three strategies or a combination thereof. Strategies include one-to-one tutoring provided by a licensed teacher; instructional coaching for teachers provided by a licensed teacher; or maintaining the $18: 1$ or $30: 2$ classroom ratios and proving professional development on small group instruction. The legislation is meant to provide more flexibility to meet student needs. (7) Discuss Proposal for Scoreboard System. Proposals for new scoreboard systems for the football stadium and for the high school gym were reviewed. Preliminary price quotes show a cost of $\$ 110,160$ for a stadium scoreboard and between $\$ 36,105$ and $\$ 65,145$ for the gym. The scoreboards feature "ad space," allowing the district to sell advertising. A payback period ranging from two to five years would be expected depending on the models selected and the revenue generated. Board members are interesting and pursuing this and would like more information. (8) On Track for the Future! Building Project Update. Design plans and material samples for the new foyer area in the high school were on display. The project, which also includes a secure entryway and office renovations, will be completed this summer. Round 1 bids for the new elementary school were opened at Market and Johnson on May 28, and bid results were shared. The "groundbreaking" has been scheduled for June 2, 2015 at 1:30 p.m. Once construction is underway, Market and Johnson will provide executive reports to highlight progress on a monthly or bi-monthly basis. (9) Other Meetings, News and Events (Items announced in this category are not intended for discussion). A board work session is scheduled for May 13, 12:30 to 3:30 p.m. Other items announced include grandparent's day and upcoming interviews.
10. Board Action after Consideration and Discussion. a. Consider Resignation of High School Student Council Co-Advisor. Motion by Elvig to accept the resignation of Melanie Engen from the position of high school student council co-advisor, seconded by Rowe. Elvig, yes; Rowe, yes; Hilger, yes; Poquette, yes; Drawbert, yes. Motion carried 5-0.

Altoona Board of Education, May 4, 2015 - Page 3
b. Consider Resignation of High School Student Council Co-Advisor. Motion by Elvig to accept the resignation of Joan Gard from the position of high school student council co-advisor, seconded by Hilger. Rowe, yes; Hilger, yes; Poquette, yes; Elvig, yes; Drawbert, yes. Motion carried 5-0. c. Consider Employment Recommendation to Fill English Teacher Position. Motion by Hilger to employ Lori Weinmeister as high school English teacher beginning in the 2015/16 school year as recommended, seconded by Elvig. Hilger, yes; Poquette, yes; Elvig, yes; Rowe, yes; Drawbert, yes. Motion carried 5-0. d. Consider Recommendation for Print Management Contract. Motion by Hilger to approve EO Johnson as our print management vendor for July 1, 2015 through June 30, 2020 at an annual cost of $\$ 65,578.56$, as presented, seconded by Poquette. Poquette, yes; Elvig, yes; Rowe, yes; Hilger, yes; Drawbert, yes. Motion carried 5-0.
11. Adjournment. Motion by Rowe to adjourn at $8: 23$ p.m., seconded by Elvig. Elvig, yes; Rowe, yes; Hilger, yes; Poquette, yes; Drawbert, yes. Motion carried 5-0.

The next Regular Meeting of the Altoona Board of Education is scheduled for Monday, May 18, 2015 at 6:30 p.m. in the District board room, $8097^{\text {th }}$ Street West, Altoona.

Joyce M. Orth CAP, Board Secretary

District Clerk
Date

The vision of the Altoona School District, in partnership with our students, their families, and our community, is to build a foundation for life-long learning and the emotional well-being of our students. We are dedicated to offering large school opportunities with a small school approach.




CHECK ACCOUNT
INVOICE


| $05 / 14 / 2015$ | 13131910 E 400411125500 INSTRUMENTALIST PRODUCTS CO |
| :--- | :--- | :--- |
| $05 / 14 / 2015$ | 13132010 E 400411161100 JOSTEN'S |

05/14/2015
05/14/2015
05/14/2015

AMOUNT
Totals for 131314

Employment Ads

Totals for 131315
351.68
351.68
47.95

1,468.61
607.47

School
Totals for 131316
2,124.03

Interpreter for ECE student 45.00
Totals for 131317
45.00

TISSURE, TOWEL ROLLS, BAGS - 321.23 VERSAMATIC FILTER
TISSURE, TOWEL ROLLS, BAGS - 321.23

VERSAMATIC FILTER
TISSURE, TOWEL ROLLS, BAGS - 321.23

VERSAMATIC FILTER
CHASSIS, EXTENSION TUBE 51.94
CHASSIS, EXTENSION TUBE 51.94
CHASSIS, EXTENSION TUBE
Totals for 131318

Band Awards 2015
Totals for 131319
honor cords, department 608.70
cords, NHS stoles
Totals for $131320 \quad 608.70$

| Replacement items for Library | 97.16 |
| ---: | :--- |
| activity bags. | 97.16 |

athletic bars and pins/awards
Totals for 131322 $\quad 143.75$
repairs to high school sound 85.00 system.

Totals for 131326
85.00

LICENSES FOR CAMTASIA STUDIO
3,170. 64


| CHECK | CHECK | ACCOUNT |  |  | INVOICE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| DATE | NUMBER | NUMBER |  | VENDOR | DESCRIPTION | AMOUNT |
| 05/01/2015 | 141501048 | 10 E 200 | 411126000 | CAROLINA BIOLOGICAL SUPPLY CO | Classroom supplies | 220.29 |
|  | 141501048 | 10 E 200 | 411126000 | CAROLINA BIOLOGICAL SUPPLY CO | Classroom supplies | 753.97 |
|  |  |  |  |  | Totals for 141501048 | 974.26 |
| 05/01/2015 | 141501049 | 10 E 200 | 320254300 | CERTIFIED INC | Replace galvanized hot water | 835.05 |
|  |  |  |  |  | line in Middle school tunnels |  |
|  |  |  |  |  | Totals for 141501049 | 835.05 |
| 05/01/2015 | 141501050 | 50 E 800 | 320257220 | CERTIFIED REFRIG \& MECHANICAL | REPAIR HOBART DISHWASHER | 182.13 |
|  |  |  |  |  | Totals for 141501050 | 182.13 |
| 05/01/2015 | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 175.29 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 97.38 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 129.25 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 71.81 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 78.14 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 43.41 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 482.21 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 267.90 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 97.12 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 53.96 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | SUPPLIES | 396.76 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | SUPPLIES | 220.43 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 77.82 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 43.23 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 527.71 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 293.18 |
|  | 141501052 | 50 E 800 | 415257220 | DEAN FOODS OF WISCONSIN | MILK | 455.64 |
|  | 141501052 | 50 E 800 | 415257250 | DEAN FOODS OF WISCONSIN | MILK | 253.14 |
|  |  |  |  |  | Totals for 141501052 | 3,764.38 |
| 05/01/2015 | 141501053 | 50 E 800 | 415257220 | DOMINOS PIZZA | SUPPLIES | 255.00 |
|  |  |  |  |  | Totals for 141501053 | 255.00 |
| 05/01/2015 | 141501054 | 50 E 800 | 415257220 | EARTHGRAINS BAKING CO. INC. | SUPPLIES | 51.20 |
|  | 141501054 | 50 E 800 | 415257220 | EARTHGRAINS BAKING CO. INC. | SUPPLIES | 88.76 |
|  | 141501054 | 50 E 800 | 415257220 | EARTHGRAINS BAKING CO. INC. | SUPPLIES | 28.62 |
|  | 141501054 | 50 E 800 | 415257220 | EARTHGRAINS BAKING CO. INC. | SUPPLIES | 86.75 |
|  |  |  |  |  | Totals for 141501054 | 255.33 |
| 05/01/2015 | 141501055 | 50 E 800 | 411257220 | ECOLAB, INC | SOLID METAL PRO | 228.80 |
|  |  |  |  |  | Totals for 141501055 | 228.80 |
| 05/01/2015 | 141501056 | 10 E 800 | 411221910 | E O JOHNSON COMPANY | Ink for banner printer | 680.86 |
|  | 141501056 | 10 E 800 | 411221910 | E O JOHNSON COMPANY | Ink for banner printer | 1,357.86 |
|  |  |  |  |  | Totals for 141501056 | 2,038.72 |
| 05/01/2015 | 141501057 | 10 E 100 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 18.48 |
|  | 141501057 | 10 E 200 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 18.48 |
|  | 141501057 | 10 E 400 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 18.47 |
|  | 141501057 | 10 E 100 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 13.47 |
|  | 141501057 | 10 E 200 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 13.47 |
|  | 141501057 | 10 E 400 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 13.46 |
|  | 141501057 | 10 E 100 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 9.97 |
|  | 141501057 | 10 E 200 | 320254300 | G \& K SERVICES, INC. | SUPPLIES | 9.97 |



| 05/01/2015 | 141501062 | 10 | E | 200 | 411 | 125400 | JW | PEPPER |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 141501062 | 10 | E | 400 | 411 | 125400 | JW | PEPPER |
|  | 141501062 | 10 | E | 200 | 411 | 125400 | JW | PEPPER |
|  | 141501062 | 10 | E | 400 | 411 | 125400 | JW | PEPPER |


| $05 / 01 / 2015$ | 141501063 | 10 E 400572 | 256740 | KRUG'S BUS SERVICE |
| ---: | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 141501063 | 10 E 400572256740 | KRUG'S BUS SERVICE |  |  |

05/01/2015 14150106410 E 800310263300 MARCO INC

05/01/2015 14150106527 E 700342158310 MARCZINKE, STEVE 14150106527 E 700411158000 MARCZINKE, STEVE

INVOICE

| DESCRIPTION | AMOUNT |
| :---: | :---: |
| SUPPLIES | 9.96 |
| Totals for 141501057 | 125.73 |
| gas reimbursement for Golf | 49.44 |
| Van |  |
| gas reimbursement for golf | 28.95 |
| van |  |


| SUPPLIES | $2,185.58$ |
| :--- | ---: |
| SUPPLIES | 44.48 |
| SUPPLIES | $2,755.23$ |
| SUPPLIES | 143.50 |
| SUPPLIES | 4.80 |
| SUPPLIES | 4.80 |
| SUPPLIES | 666.81 |
| SUPPLIES | 143.50 |
| SUPPLIES | 531.95 |
| SUPPLIES | 255.89 |
| SUPPLIES | 12.00 |
| SUPPLIES | $1,153.33$ |
| SUPPLIES | 708.90 |
| SUPPLIES | 613.35 |
| SUPPLIES | 61.72 |
| SUPPLIES |  |
| SUPPLIES |  |
|  |  |
|  |  |
|  |  |


| Music Purchase for final <br> concert <br> Music Purchase for final <br> concert <br> Music Purchase for final <br> concert <br> Music Purchase for final <br> concert | 46.50 |
| :--- | :---: |
|  | 156.00 |
|  | 103.99 |
| Totals for 141501062 |  |


| HS CHOIR TO NEW LONDON HS | 1,185.00 |
| :---: | :---: |
| HS SHOW CHOIR TO FORT | 1,337.00 |
| ATKINSON HS |  |
| HS SHOW CHOIR - HOLMEN | 640.00 |
| Totals for 141501063 | 3,162.00 |
| LIVENED LINES TO FOUR LIFTS | 1,107.75 |
| IN MS HAD HS ELEVATOR. |  |
| Totals for 141501064 | 1,107.75 |
| Mileage | 120.17 |
| Classroom Supplies and | 60.04 |
| Rewards |  |
| Totals for 141501065 | 180.21 |
| SMP Freshmen mentor activity | 94.14 |
| in February. |  |
| Totals for 141501066 | 94.14 |







| Снеск DATE | СНеСК NUMBER | NUMBER |  |  | VENDOR |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 05/07/2015 | 201401548 | 50 L 000 | 000 | 811612 | WELLS | FARG | BANK |
|  | 201401548 | 80 L 000 | 000 | 811612 | WELLS | FARG0 | BANK |
|  | 201401548 | 10 L 000 | 000 | 811611 | WELLS | FARG0 | BANK |
|  | 201401548 | 27 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401548 | 50 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401548 | 80 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401548 | 10 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401548 | 27 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401548 | 50 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401548 | 80 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
| 05/07/2015 | 201401549 | 10 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401549 | 27 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401549 | 50 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401549 | 80 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401549 | 10 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401549 | 27 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401549 | 50 L 000 | 000 | 811611 | WELLS | FARGO | BANK |
|  | 201401549 | 80 L 000 | 000 | 811611 | WELLS | FARGO | BANK |

05/07/2015 20140155010 L 000000811613 WISCONSIN DEPT OF REVENUE 20140155080 L 000000811613 20140155010 L 000000811613 20140155027 L 000000811613 20140155050 L 000000811613 20140155080 L 000000811613 WISCONSIN DEPT OF REVENUE WISCONSIN DEPT OF REVENUE WISCONSIN DEPT OF REVENUE WISCONSIN DEPT OF REVENUE wisconsin dept of revenue

05/07/2015 20140155110 L 000000811621 WISCONSIN RETIREMENT SYSTEM 20140155127 L 000000811621 20140155110 L 000000811622 20140155127 L 000000811622 20140155150 L 000000811622 20140155180 L 000000811622 20140155110 L 000000811621 20140155127 L 000000811621 20140155110 L 000000811622 20140155127 L 000000811622 20140155150 L 000000811622 20140155180 L 000000811622

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INVOICE
DESCRIPTION

| Payroll accrual | 513.94 |
| :--- | ---: |
| Payroll accrual | 10.96 |
| Payroll accrual | $19,044.41$ |
| Payroll accrual | $3,996.39$ |
| Payroll accrual | 703.85 |
| Payroll accrual | 15.68 |
| Payroll accrual | $4,454.03$ |
| Payroll accrual | 934.66 |
| Payroll accrual | 164.62 |
| Payroll accrual | 3.67 |
| Totals for 201401548 | $63,218.99$ |


| Payroll accrual | $4,454.03$ |
| :---: | ---: |
| Payroll accrual | 934.66 |
| Payroll accrual | 164.62 |
| Payroll accrual | 3.67 |
| Payroll accrual | $19,044.41$ |
| Payroll accrual | $3,996.39$ |
| Payroll accrual | 703.85 |
| Payroll accrual | 15.68 |
| Totals for 201401549 | $29,317.31$ |


| Payroll accrual | 87.50 |
| :---: | ---: |
| Payroll accrual | 7.50 |
| Payroll accrual | $13,582.03$ |
| Payroll accrual | $2,745.39$ |
| Payroll accrual | 284.56 |
| Payroll accrual | 1.60 |
| Totals for 201401550 | $16,708.58$ |


| Payroll accrual | $16,434.96$ |
| :--- | ---: |
| Payroll accrual | $2,869.51$ |
| Payroll accrual | $3,605.86$ |
| Payroll accrual | $1,114.21$ |
| Payroll accrual | 541.61 |
| Payroll accrual | 18.33 |
| Payroll accrual | $16,434.96$ |
| Payroll accrual | $2,869.51$ |
| Payroll accrual | $3,605.86$ |
| Payroll accrual | $1,114.21$ |
| Payroll accrual | 541.61 |
| Payroll accrual | 18.33 |
| Totals for 201401551 | $49,168.96$ |


| Payroll accrual | $1,608.35$ |
| :--- | ---: |
| Payroll accrual | 291.67 |
| Payroll accrual | $6,157.92$ |
| Payroll accrual | 550.00 |
| Payroll accrual | 78.25 |
| Payroll accrual | $2,012.50$ |
| Payroll accrual | 100.00 |
| Payroll accrual | 56.02 |
| Payroll accrual | 62.34 |
| Payroll accrual | 75.49 |
| Payroll accrual | 28.44 |
| Payroll accrual | 233.00 |



05/06/2015 20140155810 E 100310254300 20140155810 E 200310254300 20140155810 E 400310254300

WM OF NORTHERN WISCONSIN, INC Garbage pickup WM OF NORTHERN WISCONSIN, INC Garbage pickup WM OF NORTHERN WISCONSIN, INC Garbage pickup Totals for 201401558
677.16
677.16
677.15

2,031.47

05/06/2015 20140155910 E 100249110000 20140155910 E 100249110100 20140155910 E 100249110101 20140155910 E 100249110200 20140155910 E 100249110300 20140155910 E 100249143000 20140155910 E 100249213000 20140155910 E 100249222200 20140155910 E 100249241000 20140155910 E 100249253300 20140155910 E 100249110100 20140155910 E 100249110101 20140155910 E 100249110200 20140155910 E 100249110300 20140155910 E 200249120000 20140155910 E 200249120600 20140155910 E 200249121000 20140155910 E 200249122000 20140155910 E 200249123000 20140155910 E 200249124000 20140155910 E 200249125400 20140155910 E 200249125500 20140155910 E 200249125510 20140155910 E 200249126000 20140155910 E 200249127000 20140155910 E 200249132700 20140155910 E 200249136320 20140155910 E 200249141000 20140155910 E 200249143000 20140155910 E 200249213000 20140155910 E 200249222200 20140155910 E 200249241000 20140155910 E 200249241100 20140155910 E 200249253300 20140155910 E 200249254300 20140155910 E 400249121000 20140155910 E 400249122000 20140155910 E 400249123000 20140155910 E 400249124000 20140155910 E 400249125400 20140155910 E 400249125500 20140155910 E 400249126000 20140155910 E 400249127000

DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER diversified benefit services I hra reimbursement register DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER dIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER DIVERSIFIED BENEFIT SERVICES I HRA REIMBURSEMENT REGISTER diversified benefit services I hra reimbursement register
192.66
366.06
528.02
254.65
300.03
64.84
97.09
74.14
353.73
116.97
85.02
89.51
142.98
71.49
33.77
163.31
10.39
242.78
22.19
95.74
4.78
42.63
85.55
111.33
153.66
48.21
11.07
10.64
88.13
170.58
142.35
222.07
1.81
158.13
77.01
52.93
341.18
148.58
197.58
4.78
42.63
285.46
276.70

05/06/2015 20140156010 L 000000811614 DIVERSIFIED BENEFIT SERVICES I FSA REIMBURSEMENT REGISTER
Totals for 201401560

05/06/2015 20140156110 L 000000811614 DIVERSIFIED BENEFIT SERVICES I BENEFITS CARD SETTLEMENT 767.64 ACTIVITY

$$
\text { Totals for } 201401561
$$

767.64

$$
\begin{array}{llllllllll}
05 / 07 / 2015 & 201401562 & 10 & \text { E } 100 & 320 & 254490 & \text { E } 0 & \text { JOHNSON COMPANY } \\
& 201401562 & 10 & \text { E } & 200 & 320 & 254490 & \text { E } & 0 & \text { JOHNSON COMPANY } \\
& 201401562 & 10 & \text { E } & 400 & 320 & 254490 & \text { E } & 0 & \text { JOHNSON COMPANY } \\
& 201401562 & 10 & \text { E } & 800 & 320 & 254490 & \text { E } & 0 & \text { JOHNSON COMPANY }
\end{array}
$$

| Printer/copier lease | $2,562.97$ |
| :--- | ---: |
| Printer/copier lease | $1,762.14$ |
| Printer/copier lease | $2,708.06$ |
| Printer/copier lease | 227.87 |



## F U N D S U M M A R Y

| FUND | DESCRIPTION | BALANCE SHEET | REVENUE | EXPENSE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 10 | GENERAL | 353,208.64 | 0.00 | 83,508.89 | 436,717.53 |
| 27 | SPECIAL EDUCATION FUND | 73,503.62 | 0.00 | 18,845.46 | 92,349.08 |
| 50 | FOOD SERVICE | 12,788.02 | 0.00 | 22,931.14 | 35,719.16 |
| 80 | COMMUNITY SERVICE | 290.47 | 0.00 | 588.00 | 878.47 |
| *** | und Summary Totals *** | 439,790.75 | 0.00 | 125,873.49 | 565,664.24 |



## FUND SUMMARY

| FUND | DESCRIPTION | BALANCE SHEET | REVENUE | EXPENSE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 61 | EXTRA CURRICULAR FUND | 585.51 | 0.00 | 0.00 | 585.51 |
| *** | Fund Summary Totals *** | 585.51 | 0.00 | 0.00 | 585.51 |

Invoice Dt Amount

| 2 | Materials and Supplies - Welding | 4001500028 |
| ---: | :--- | :--- |
| 3 | Technology Education Course supplies welding | 4101500013 |
| $03 / 18 / 2015$ | 383881923 | XXXXXXXXXXXXXXXX MENARDS EAU CLAIRE EAS, EAU CLA |



BIEDRCON000 BIEDRON CONSTANCE M 03/27/2015 385043247 XXXXXXXXXXXXXXXX GRIZZLYS GRILL N SALOO, FARGO,
1 LUNCH
03/16/2015 383641761 XXXXXXXXXXXXXXXX TARGET
00017749, EAU CLA
PCARD 03201500034 03/27/2015
03/06/2015 382702125 XXXXXXXXXXXXXXXX OFFICE MAX, EAU CLAIRE, WI, 547
1 CREDIT FOR PRICE DIFFERENCE OF LATERAL FILE
PCARD 03201500034 03/27/2015
03/05/2015 382398397 XXXXXXXXXXXXXXXX OFFICE MAX, EAU CLAIRE, WI, 547
1 LATERAL FILE FOR OFFICE PCARD 03201500034 03/27/2015 03/02/2015 381978552 XXXXXXXXXXXXXXXX GRIZZLYS GRILL N SALOO, FARGO,
1 LUNCH X2 PEOPLE PCARD 03201500034 03/27/2015
04/24/2015

Batch
25.98

5 transaction(s) for BIEDRCON000. Total Amount ====>
25.98

03/24/2015
Invoiced A
33.59

1 CANDY

03/30/2015 385203917 XXXXXXXXXXXXXXXX SCHOLASTIC BOOK CLUB, 080072465
2 Scholastic book order for Listen to Reading bo 1011500018
03/27/2015 385043266 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
2 TANGRAM BRAIN TEASER PUZZLE X3 4101500009
03/27/2015 385043265 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
2 Counseling Tools 4101500009
03/27/2015 385043264 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
2 GLASS AIR FILTER X1, SANDPAPER X2 4101500009
03/27/2015 385043263 XXXXXXXXXXXXXXXX CARSON DELLOSA, 08003210943, NC
2 Non-fiction leveled readers, games, pocket cha 1011500019
03/25/2015 384658147 XXXXXXXXXXXXXXXX SCHOLASTIC BOOK CLUB, 080072465
2 Scholastic book order for Listen to Reading bo 1011500018
03/25/2015 384658146 XXXXXXXXXXXXXXXX SCHOLASTIC BOOK CLUB, 080072465
2 Scholastic book order for Listen to Reading bo 1011500018

| 04/24/2015 | Batch | A | 15.00 |
| :---: | :---: | :---: | :---: |
| 15.00 |  |  |  |
| 04/24/2015 | Batch | A | 15.00 |
| 15.00 |  |  |  |
| 04/24/2015 | Batch | A | 22.49 |
| 22.49 |  |  |  |
| 04/24/2015 | Batch | A | 26.34 |
| 26.34 |  |  |  |
| 04/24/2015 | Batch | A | 76.04 |
| 76.04 |  |  |  |
| 04/24/2015 | Batch | A | 12.36 |
| 12.36 |  |  |  |
| 04/24/2015 | Batch | A | 117.64 |
| 117.64 |  |  |  |

03/18/2015 383881925 XXXXXXXXXXXXXXXX THINK SOCIAL PUBLISHIN, 408-557
2 The Incredible Flexible You Curriculum set vol 7031500018 PCARD 03201500084
03/27/2015 3 shipping

7031500018 PCARD 03201500084
03/27/2015

| 03/24/2015 | Invoiced | A | 116.25 |
| :---: | :---: | :---: | :---: |
| 99.50 |  |  |  |
| 16.75 |  |  |  |
| 03/24/2015 | Invoiced | A | 155.66 |
| 155.66 |  |  |  |
| 03/24/2015 | Invoiced | A | 48.92 |
| 48.92 |  |  |  |
| 03/24/2015 | Invoiced | A | 33.52 |
| 33.52 |  |  |  |
| 03/24/2015 | Invoiced | A | 1,995.00 |
| 1,995.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 29.17 |
| 29.17 |  |  |  |
| 03/24/2015 | Invoiced | A | 109.30 |

2 Learning Resources Gear Clock
3 Neenah Specialty Cardstock
5 Velcro Sticky 0
5 Velcro Sticky-Back Hook and Loop Fastener Tape 1021500019 PCARD 03201500087
6 Swingline Light Duty Standard Stapler 1021500019 PCARD 03201500087
7 tax 1021500019 PCARD 03201500087

03/27/2015
LAMINATING POUCHES, LABELS, MARKERS, ST
03/13/2015 383499827 XXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
2 ELECTRIC PENCIL SHARPENER, STAMP PAD PCARD 03201500034

03/27/2015
03/12/2015 383258025 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
2 PACON CHART TABLET X4 PCARD 03201500034

03/27/2015
03/11/2015 383120649 XXXXXXXXXXXXXXXX AMERICAN PRINTING HOUS, 502-895 2 APH SMART Brailler

7211500049 PCARD 03201500085 03/27/2015
03/11/2015 383120648 XXXXXXXXXXXXXXXX AMERICAN PRINTING HOUS, LOUISVI
7211500049 PCARD 03201500086
03/27/2015
RT Brailler - FREIGHT
Amazon.com, AMZN.COM/BILL, WA,

03/10/2015 382982321 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
03/27/2015
03/27/2015 03/27/2015 03/27/2015 03/27/2015

8 Clear Letter Size Thermal Laminating Pouches 1021500019 PCARD 03201500088

03/27/2015 1021500019 PCARD 03201500088 03/27/2015

15 transaction(s) for BOSS LIS000. Total Amount ====>



$\qquad$ MITCHMIC000 MITCH MICHELLE L continued...

03/30/2015 385203916 XXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/ Invoice Dt Amount


| 04/24/2015 | Batch | A | 49.95 |
| :---: | :---: | :---: | :---: |
| 49.95 |  |  |  |
| 04/24/2015 | Batch | A | 99.90 |
| 99.90 |  |  |  |
| 04/24/2015 | Batch | A | 96.88 |
| 96.88 |  |  |  |
| 04/24/2015 | Batch | A | 8.71 |
| 8.71 |  |  |  |
| 04/24/2015 | Batch | A | 49.95 |
| 49.95 |  |  |  |
| 04/24/2015 | Batch | A | 14.91 |
| 14.91 |  |  |  |
| 03/24/2015 | Invoiced | A | 133.43 |
| 133.43 |  |  |  |
| 03/24/2015 | Invoiced | A | 133.43 |
| 133.43 |  |  |  |
| 03/24/2015 | Invoiced | A | 10.97 |
| 10.97 |  |  |  |
| 03/24/2015 | Invoiced | A | 100.00 |
| 100.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 107.30 |
| 35.00 |  |  |  |
| 72.30 |  |  |  |
| 03/24/2015 | Invoiced | A | 17.41 |
| 17.41 |  |  |  |
| 03/24/2015 | Invoiced | A | 50.00 |
| 50.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 25.17 |
| 25.17 |  |  |  |
| 03/24/2015 | Invoiced | A | 15.00 |
| 15.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 15.00 |
| 15.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 15.00 |

18 transaction(s) for MITCHMIC000. Total Amount ====>

Invoiced A 633.00
03/24/2015
633.00

PIERSSHE000 PIERSON SHELLY L 03/02/2015 381978553 XXXXXXXXXXXXXXXX GLOGSTER.COM, 617-543-8573, MA,
2 Glogster Edu Software for Intermediate, Middle 8301500021 PCARD 03201500046 03/27/2015
PSZENGAR000 PSZENICZNY GARY R 03/25/2015 384658143 XXXXXXXXXXXXXXXX LITTLE CAESARS 1320 00, EAU CLA

2 Pizza for badger exam training 2001500042
03/20/2015 384252011 XXXXXXXXXXXXXXXX DOMINO S 2051, 715-878-4477, WI
2 Pizza and pop for safety patrol students 1501500041 PCARD 03201500044
03/17/2015 383757715 XXXXXXXXXXXXXXXX TARGET 00017749, EAU CLA
2 Candy for Gary's PBIS treat bucket 2001500018 PCARD 03201500045

03/27/2015

03/27/2015

Batch A
125.00
125.00

03/24/2015
135.00

03/24/2015
Invoiced A
135.00

3 transaction(s) for PSZENGAR000. Total Amount ====>

SCHEPMAR000 SCHEPPKE MARK J 03/30/2015 385203915 XXXXXXXXXXXXXXXX ADOBE SYSTEMS, INC., 800-833-66 2 Adobe Creative cloud 1 year subscription 2001500054
03/27/2015 385043240 XXXXXXXXXXXXXXXX CRB*CARBONITE BACKUP, 877-66544
2 Carbonite Pro - One Year Prime 8101500063
03/27/2015 385043239 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
2 IPAD MINI COVERS X90 8101500066
03/25/2015 384658141 XXXXXXXXXXXXXXXX SAMSCLUB \#8185, EAU CLAIRE, WI,
2 ZIPLOCK FREEZER BAGS 8101500066
03/24/2015 384534011 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
2 FLASH MEMORY CARD READER X3 8101500066
03/20/2015 384252010 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 BLUE MICROPHONES SNOWFLAKE USB MICROPHONE X5 8101500008 PCARD 03201500023 03/27/2015
03/19/2015 384021340 XXXXXXXXXXXXXXXX GLACIER CANYON LLC, WISC DELLS,
2 CREDIT FOR ROOM TAX 8101500057 PCARD 03201500024 03/27/2015

| 04/24/2015 | Batch | A | 253.07 |
| :---: | :---: | :---: | :---: |
| 253.07 |  |  |  |
| 04/24/2015 | Batch | A | 599.99 |
| 599.99 |  |  |  |
| 04/24/2015 | Batch | A | 1,345.50 |
| 1,345.50 |  |  |  |
| 04/24/2015 | Batch | A | 19.40 |
| 19.40 |  |  |  |
| 04/24/2015 | Batch | A | 35.85 |
| 35.85 |  |  |  |
| 03/24/2015 | Invoiced | A | 210.00 |
| 210.00 |  |  |  |
| 03/24/2015 | Invoiced | A | -17.16 |
| -17.16 |  |  |  | Invoice Dt $\qquad$

03/19/2015 384021339 XXXXXXXXXXXXXXX DENNY S \#7398, LAKE DELTON, WI,

2 MEAL

2 MEAL
03/18/2015 383881922 XXXXXXXXXXXXXXXX MOOSEJAW PIZZA \& DELLS, WISCONS 8101500057 PCARD 03201500026 03/27/2015
03/17/2015 383757713 XXXXXXXXXXXXXXXX GLACIER CANYON LLC, WISC DELLS, 2 CHARGE AT HOTEL - TAX - WILL BE CREDITED 8101500057 PCARD 03201500027

03/27/2015
03/17/2015 383757712 XXXXXXXXXXXXXXXX MOOSEJAW PIZZA \& DELLS, WISCONS
2 MEAL
8101500057 PCARD 03201500028
03/27/2015
03/16/2015 383641760 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 HEADSET/MICROPHONE X10 8101500008 PCARD 03201500029

03/27/2015
03/11/2015 383120644 XXXXXXXXXXXXXXXX APL*APPLEONLINESTOREUS, 800-676
2 APPLE VOLUME PURCHASING PROGRAM
8101500008 PCARD 03201500030
03/27/2015
03/11/2015 383120643 XXXXXXXXXXXXXXXX EPSON *STORE, 800-873-7766, CA
2 REPLACEMENT PROJECTOR LAMPS X2 8101500008 PCARD 03201500031 03/27/2015
03/10/2015 382982319 XXXXXXXXXXXXXXXX UPS (800) 811-1648, ALTOONA, W
2 SHIPPING 8101500008 PCARD 03201500032 03/27/2015
03/06/2015 382702124 XXXXXXXXXXXXXXXX APL*APPLEONLINESTOREUS, 800-676
2 APPLE VOLUME PURCHASE PROGRAM 8101500008 PCARD 03201500033

03/27/2015
03/05/2015 382398396 XXXXXXXXXXXXXXXX KALAHARI RESORTS, WISCONSIN DEL
1 MEAL
PCARD 03201500034
03/27/2015
03/03/2015 382119465 XXXXXXXXXXXXXXXX KALAHARI RESORTS, WISCONSIN DEL
1 HOTEL FOR CONFERENCE - RM 18299
PCARD 03201500034 03/27/2015
03/03/2015 382119464 XXXXXXXXXXXXXXXX KALAHARI RESORTS, WISCONSIN DEL
1 ROOM FOR CONFERENCE - RM 18299 PCARD 03201500034

03/27/2015
03/03/2015 382119463 XXXXXXXXXXXXXXXX PIZZA PUB - WISCONSIN, WISCONSI
PCARD 03201500034 03/27/2015 20 transaction(s) for SCHEPMAR000. Total Amount ====>

03/20/2015 384252012 XXXXXXXXXXXXXXXX FEDEXOFFICE 00051938, EAU CLA
2 Kinkos binding 2 books - 7th gr. PIE 8071500046 PCARD 03201500047
03/27/2015
03/13/2015 383499819 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 Snap Circuits X5 - Maker Space Item 8071500045 PCARD 03201500048 03/27/2015
03/13/2015 383499818 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 Snap Circuits X5 - Maker Space Item 8071500045 PCARD 03201500049

03/27/2015

| 03/24/2015 | Invoiced | A | 14.83 |
| :---: | :---: | :---: | :---: |
| 14.83 |  |  |  |
| 03/24/2015 | Invoiced | A | 23.25 |
| 23.25 |  |  |  |
| 03/24/2015 | Invoiced | A | 17.16 |
| 17.16 |  |  |  |
| 03/24/2015 | Invoiced | A | 25.59 |
| 25.59 |  |  |  |
| 03/24/2015 | Invoiced | A | 102.30 |
| 102.30 |  |  |  |
| 03/24/2015 | Invoiced | A | 50.00 |
| 50.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 338.00 |
| 338.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 23.97 |
| 23.97 |  |  |  |
| 03/24/2015 | Invoiced | A | 250.00 |
| 250.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 26.49 |
| 26.49 |  |  |  |
| 03/24/2015 | Invoiced | A | 129.00 |
| 129.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 70.00 |
| 70.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 26.09 |
| 26.09 |  |  |  |
| MAR000. Total Amount | ====> |  | 3,543.33 |
| 04/24/2015 | Batch | A | 243.20 |
| 243.20 |  |  |  |
| 03/24/2015 | Invoiced | A | 32.68 |
| 32.68 |  |  |  |
| 03/24/2015 | Invoiced | A | 124.95 |
| 124.95 |  |  |  |
| 03/24/2015 | Invoiced | A | 124.95 |
| 124.95 |  |  |  |

STEFFAND000 STEFFEN ANDREA M 03/27/2015 385043255 XXXXXXXXXXXXXXXX TEACHER S DISCOVERY, AUBURN HIL
2 Voces - INTRODUCTORY SPANISH DIGITAL COURSEWAR 8171500014
03/13/2015 383499821 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 OEU 4B AIS, The Seven Wonders of Sassafras Spr 8171500012 PCARD 03201500056
03/12/2015 383258022 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM GERMANY X10 PCARD 03201500034
03/11/2015 383120646 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 REFUND OF RESTOCKING FEE FOR RETURNED ITEMS PCARD 03201500034
03/05/2015 382398403 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 RETURNED BOOK: LOOK WHAT CAME FROM THE NETHER PCARD 03201500034 03/27/2015
03/05/2015 382398402 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM ENGLAND X1 PCARD 03201500034 03/27/2015
03/05/2015 382398401 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOKS: LOOK WHAT CAME FROM RUSSIA X1, AUSTRIA PCARD 03201500034 03/27/2015
03/05/2015 382398400 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 RETURNED BOOK: LOOK WHAT CAME FROM ENGLAND PCARD 03201500034 03/27/2015
03/05/2015 382398399 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 RETURNED BOOK: LOOK WHAT CAME FROM RUSSIA PCARD 03201500034 03/27/2015
03/05/2015 382398398 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
PCARD 03201500034 03/27/2015
03/04/2015 382251809 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 RETURNED BOOK: LOOK WHAT CAME FROM IRELAND PCARD 03201500034 03/27/2015
03/04/2015 382251808 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/

03/04/2015 382251807 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM ENGLAND X1 PCARD 03201500034

03/27/2015
03/04/2015 382251806 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOKS: LOOK WHAT CAME FROM AUSTRIA X1, LOOK W PCARD 03201500034

03/27/2015
03/04/2015 382251805 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM ENGLAND X1 PCARD 03201500034

03/27/2015
03/04/2015 382251804 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOKS: LOOK WHAT CAME FROM SWITZERLAND X1, IR PCARD 03201500034

03/27/2015

| 04/24/2015 | Batch | A | 499.00 |
| :---: | :---: | :---: | :---: |
| 499.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 95.88 |
| 95.88 |  |  |  |
| 03/24/2015 | Invoiced | A | 58.40 |
| 58.40 |  |  |  |
| 03/24/2015 | Invoiced | A | -54.72 |
| -54.72 |  |  |  |
| 03/24/2015 | Invoiced | A | -15.38 |
| -15.38 |  |  |  |
| 03/24/2015 | Invoiced | A | 18.96 |
| 18.96 |  |  |  |
| 03/24/2015 | Invoiced | A | 71.85 |
| 71.85 |  |  |  |
| 03/24/2015 | Invoiced | A | -13.92 |
| -13.92 |  |  |  |
| 03/24/2015 | Invoiced | A | -12.73 |
| -12.73 |  |  |  |
| 03/24/2015 | Invoiced | A | 19.48 |
| 19.48 |  |  |  |
| 03/24/2015 | Invoiced | A | -18.15 |
| -18.15 |  |  |  |
| 03/24/2015 | Invoiced | A | 6.88 |
| 6.88 |  |  |  |
| 03/24/2015 | Invoiced | A | 8.00 |
| 8.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 11.57 |
| 11.57 |  |  |  |
| 03/24/2015 | Invoiced | A | 13.94 |
| 13.94 |  |  |  |
| 03/24/2015 | Invoiced | A | 32.28 |

03/04/2015 382251803 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOKS: LOOK WHAT CAME FROM ENGLAND X1, NETHER
PCARD 03201500034
03/27/2015
03/04/2015 382251802 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM ITALY X1
PCARD 03201500034
03/27/2015
03/04/2015 382251801 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM ENGLAND X1
PCARD 03201500034
03/27/2015
03/04/2015 382251800 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM ITALY
PCARD 03201500034
03/27/2015
03/04/2015 382251799 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOKS: LOOK WHAT CAME FROM RUSSIA X1, NETHERL
PCARD 03201500034
03/27/2015
03/04/2015 382251798 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM RUSSIA X1
PCARD 03201500034 03/27/2015
03/04/2015 382251797 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM SWITZERLAND X1
PCARD 03201500034 03/27/2015
03/03/2015 382119473 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM RUSSIA X1 PCARD 03201500034 03/27/2015
03/03/2015 382119472 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM AUSTRIA X1 PCARD 03201500034 03/27/2015
03/03/2015 382119471 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM IRELAND X1 PCARD 03201500034 03/27/2015 03/03/2015 382119470 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOKS: LOOK WHAT CAME FROM MEXICO X1, SWITZER PCARD 03201500034 03/27/2015 03/03/2015 382119469 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM MEXICO X3, LOOK WHA PCARD 03201500034 03/27/2015
03/03/2015 382119468 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/
1 BOOK: LOOK WHAT CAME FROM IRELAND X1 PCARD 03201500034 03/27/2015
03/03/2015 382119467 XXXXXXXXXXXXXXXX AMAZON MKTPLACE PMTS, AMZN.COM/ PCARD 03201500034 03/27/2015

| 03/24/2015 | Invoiced | A | 85.24 |
| :---: | :---: | :---: | :---: |
| 85.24 |  |  |  |
| 03/24/2015 | Invoiced | A | 13.72 |
| 13.72 |  |  |  |
| 03/24/2015 | Invoiced | A | 7.74 |
| 7.74 |  |  |  |
| 03/24/2015 | Invoiced | A | 13.73 |
| 13.73 |  |  |  |
| 03/24/2015 | Invoiced | A | 24.40 |
| 24.40 |  |  |  |
| 03/24/2015 | Invoiced | A | 9.53 |
| 9.53 |  |  |  |
| 03/24/2015 | Invoiced | A | 14.95 |
| 14.95 |  |  |  |
| 03/24/2015 | Invoiced | A | 13.99 |
| 13.99 |  |  |  |
| 03/24/2015 | Invoiced | A | 4.00 |
| 4.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 17.31 |
| 17.31 |  |  |  |
| 03/24/2015 | Invoiced | A | 85.13 |
| 85.13 |  |  |  |
| 03/24/2015 | Invoiced | A | 41.49 |
| 41.49 |  |  |  |
| 03/24/2015 | Invoiced | A | 18.15 |
| 18.15 |  |  |  |
| 03/24/2015 | Invoiced | A | 18.57 |

1,089. 29

| WALKEJOA000 WALKER JOANN B | $03 / 13 / 2015$ | 383499817 | XXXXXXXXXXXXXXX GHB - EAU CLAIRE, EAU CLAIRE, W |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 12 FRUIT SCONES | PCARD 03201500034 |  |

03/24/2015

Invoiced A

| 04/24/2015 | Batch | A | 27.87 |
| :---: | :---: | :---: | :---: |
| 27.87 |  |  |  |
| $04 / 24 / 2015$ | Batch | A | 181.92 |

03/23/2015 384399764 XXXXXXXXXXXXXXXX WM SUPERCENTER \#5373, CHIPPEWA
2 DRY PASTA
03/23/2015 384399763 XXXXXXXXXXXXXXXX MEGA FOODS EAST, EAU CLAIRE, WI
2 ART SUPPLIES
03/23/2015 384399762 XXXXXXXXXXXXXXXX FESTIVAL FOODS, EAU CLAIRE, WI,
2 ART SUPPLIES
03/20/2015 384252008 XXXXXXXXXXXXXXXX GORDY S COUNTY MARKE, EAU CLAIR
2 PASTA
1001500002 PCARD 03201500000
03/13/2015 383499814 XXXXXXXXXXXXXXXX SP * ROYLCO, INC., 8003628656,
2 ANIMAL TEMPLATES, PAINT SCRAPERS, CAVE PAINTIN 1001500002 PCARD 03201500001
03/11/2015 383120642 XXXXXXXXXXXXXXXX PAPER-PAPERS.COM, 219-764-1000,
2 PARCHMENT PAPER 1001500002 PCARD 03201500002 DBC*BLICK ART MATERIAL, 800-447

3/27/2015
PAINT

001500002 PCARD 03201500003 03/27/2015 1071500009 PCARD 03201500004 03/27/2015
03/11/2015 383120640 XXXXXXXXXXXXXXX WAL-MART \#1669, EAU CLAIRE, WI
2 Art Supplies 1001500002 PCARD 03201500005 03/27/2015
03/11/2015 383120639 XXXXXXXXXXXXXXXX TARGET 00017749, EAU CLA
2 PASTA
1001500002 PCARD 03201500006 03/27/2015
03/09/2015 382855642 XXXXXXXXXXXXXXXX JO-ANN STORE \#1866, EAU CLAIRE,
2 PUNCHES, LEAF SILVER AND GOLD, CRAFT STICKS 1001500002 PCARD 03201500007 03/27/2015 03/09/2015 382855641 XXXXXXXXXXXXXXXX MICHAELS STORES 9166, EAU CLAIR
2 PAINT, PLASTER 1001500002 PCARD 03201500008 03/27/2015

03/09/2015 382855640 XXXXXXXXXXXXXXX MENARDS EAU CLAIRE EAS, EAU CLA 1001500002 PCARD 03201500009 03/27/2015
03/06/2015 382702123 XXXXXXXXXXXXXXXX MICHAELS STORES 9166, EAU CLAIR
2 PLASTER
1001500002 PCARD 03201500010 03/27/2015
03/03/2015 382119462 XXXXXXXXXXXXXXXX MENARDS EAU CLAIRE EAS, EAU CLA
2 PAINT, HOOKS


WATT LOR000 WATT LORI D
03/26/2015 384804378 XXXXXXXXXXXXXXXX GOVOLUTION * SERVICE F, ARLINGT
1 CONVENIENCE FEE FROM CITY OF EC - BUS PASSES
03/26/2015 384804377 XXXXXXXXXXXXXXX CITY OF EAU CLAIRE, EAU CLAIRE,
1 BUS PASSES FOR HOMELESS STUDENT
03/26/2015 384804376 XXXXXXXXXXXXXXXX WM SUPERCENTER \#1669, EAU CLAIR
2 Supplies for daily living skills

| $04 / 24 / 2015$ | Batch | A | 1.13 |
| :---: | :---: | :---: | :---: |
| 1.13 | Batch | A | 45.00 |
| $04 / 24 / 2015$ |  |  |  |
| 45.00 | Batch | A | 78.15 |

03/24/2015 384534012 XXXXXXXXXXXXXXXX WM SUPERCENTER \#1669, EAU CLAIR
2 School Supplies-Paper cutter, Pencil Sharpener 1501500043
03/23/2015 384399768 XXXXXXXXXXXXXXXX WAL-MART \#5373, CHIPPEWA FALL,
2 rewards for students (gum, trinkets, etc) 7211500043
03/23/2015 384399767 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 Blue Microphones Snowflake USB Microphone 2361500019
03/20/2015 384252020 XXXXXXXXXXXXXXXX OFFICEMAX/OFFICEDEPOT6, EAU CLA
2 colored construction paper 1501500040 PCARD 03201500091
03/20/2015 384252019 XXXXXXXXXXXXXXXX WM SUPERCENTER \#5373, CHIPPEWA
2 SCISSORS, MARKERS, GLUE
1501500040 PCARD 03201500092
03/20/2015 384252018 XXXXXXXXXXXXXXXX WAL-MART \#1669, EAU CLAIRE, WI,
2 TAPE, PAINT, CARD STOCK 1501500040 PCARD 03201500093
2 Classroom supplies 2031500005 PCARD 03201500094
03/17/2015 383757716 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 THE 7 HABITS OF HIGHLY EFFECTIVE TEENS X7 - MI 2041500013 PCARD 03201500095
03/16/2015 383641764 XXXXXXXXXXXXXXXX WAL-MART \#1669, EAU CLAIRE, WI,
2 Classroom supplies 2031500005 PCARD 03201500096
03/12/2015 383258026 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 THE 7 HABITS OF HIGHLY EFFECTIVE TEENS X7 2041500013 PCARD 03201500097
03/11/2015 383120650 XXXXXXXXXXXXXXXX OFFICE MAX, EAU CLAIRE, WI, 547
2 WOOD GUILLOTINE TRIMMER 1501500035 PCARD 03201500098
03/10/2015 382982322 XXXXXXXXXXXXXXXX SAMS CLUB \#8185, EAU CLAIRE, WI
2 Classroom Supplies 1501500035 PCARD 03201500099 03/27/2015
03/06/2015 382702128 XXXXXXXXXXXXXXXX WISCONSIN NURSE ASSC, 608-22103
2 WASN Conference REGISTRATION FEE 8401500004 PCARD 03201500100 03/27/2015
03/04/2015 382251810 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 THE 7 HABITS OF HIGHLY EFFECTIVE TEENS X7 - MI 2041500013 PCARD 03201500101 03/27/2015
03/03/2015 382119479 XXXXXXXXXXXXXXXX MICHAELS STORES 9166, EAU CLAIR
2 curriculum (grief, loss, and change) and mater 2041500015 PCARD 03201500102 03/27/2015
03/03/2015 382119478 XXXXXXXXXXXXXXXX DOLRTREE 529700052977 , EAU CLA
2 curriculum (grief, loss, and change) and mater 2041500015 PCARD 03201500103 03/27/2015
03/02/2015 381978555 XXXXXXXXXXXXXXXX Amazon.com, AMZN.COM/BILL, WA,
2 THE 7 HABITS OF HIGHLY EFFECTIVE TEENS WORKBOO 2041500013 PCARD 03201500104 03/27/2015
03/02/2015 381978554 XXXXXXXXXXXXXXXX RECLAIMING YOUTH INTER, LENNOX,
2 curriculum (grief, loss, and change) and mater 2041500015 PCARD 03201500105 03/27/2015

| 04/24/2015 | Batch | A | 199.11 |
| :---: | :---: | :---: | :---: |
| 199.11 |  |  |  |
| 04/24/2015 | Batch | A | 248.67 |
| 248.67 |  |  |  |
| 04/24/2015 | Batch | A | 42.00 |
| 42.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 94.90 |
| 94.90 |  |  |  |
| 03/24/2015 | Invoiced | A | 40.98 |
| 40.98 |  |  |  |
| 03/24/2015 | Invoiced | A | 54.37 |
| 54.37 |  |  |  |
| 03/24/2015 | Invoiced | A | 28.46 |
| 28.46 |  |  |  |
| 03/24/2015 | Invoiced | A | -36.54 |
| -36.54 |  |  |  |
| 03/24/2015 | Invoiced | A | 201.35 |
| 201.35 |  |  |  |
| 03/24/2015 | Invoiced | A | 73.36 |
| 73.36 |  |  |  |
| 03/24/2015 | Invoiced | A | 52.74 |
| 52.74 |  |  |  |
| 03/24/2015 | Invoiced | A | 126.05 |
| 126.05 |  |  |  |
| 03/24/2015 | Invoiced | A | 240.00 |
| 240.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 36.54 |
| 36.54 |  |  |  |
| 03/24/2015 | Invoiced | A | 38.78 |
| 38.78 |  |  |  |
| 03/24/2015 | Invoiced | A | 10.00 |
| 10.00 |  |  |  |
| 03/24/2015 | Invoiced | A | 25.62 |
| 25.62 |  |  |  |
| 03/24/2015 | Invoiced | A | 65.85 |
| 65.85 |  |  |  |

## SCHOOL DISTRICT OF ALTOONA <br> Bank Balances <br> April 2015

## GENERAL ACCOUNTS (FUNDS 10, 21, 23, 27, 38, 50, and 80)

Wells Fargo Bank
Beginning balance \$ 854,470.27

Receipts
Disbursements
Transfers in
Transfers out
Ending Balance
\$ 146,149.64
\$ (1,448,777.95)
\$ 1,000,000.00
\$
\$ 551,841.96

Wells Fargo Bank Savings

| Beginning balance | $\$$ | $100,097.63$ |
| :--- | :---: | :---: |
| Transfers in | $\$$ | - |
| Transfers out | $\$$ | - |
| Interest | $\$$ | 9.43 |
| Ending Balance | $\$$ | $100,107.06$ |

State Government Pool
Beginning balance
\$ 3,416,962.03
Receipts
\$ 95,160.82
Transfers in
Transfers out
Interest
Ending Balance
\$
\$ (1,000,000.00)
\$
\$ 2,512,122.85

Wisconsin Liquid Asset Fund
Beginning balance
Interest
Ending Balance

GENERAL ACCOUNTS TOTAL
\$ 3,166,218.04

## SCHOOL DISTRICT OF ALTOONA <br> Bank Balances <br> April 2015

## DEBT SERVICE FUND 39

## Wells Fargo Bank

Beginning balance $\quad \$ \quad 807,955.52$
Receipts
Disbursements
Interest \$ 66.65

Service Fees
Ending Balance
\$ 808,022.17

## CONSTRUCTION FUND 49

Wells Fargo Bank
Beginning balance
Receipts
Disbursements
Interest
Ending Balance


## STUDENT ACTIVITY FUND 60

Wells Fargo Bank
Beginning balance \$ 84,530.31
Receipts
Disbursements
Interest
Service Fees
Ending Balance
\$ 13,525.12
$\$ \quad(6,757.32)$
\$
$\$ \quad$ 91,298.11



Number of Accounts: 1773


|  |  |  |  | 2014-15 | 2014-15 | 2014-15 | Unexpended |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Fd | T Loc Ob | Obj F | Fu Src | Original Budget | Revised Budget | FY Activity | Balance |
| 10 | R 80021 | 21- - | -- TAXES | 5,316, 922.00 | 5,316, 922.00 | 3,377,336.77 | 1,939,585.23 |
| 10 | R 80026 | 26- - | -- NON-CAPITAL SALES | 2,500.00 | 2,500.00 | 234.64 | 2,265.36 |
| 10 | R 80027 | 27- - | -- SCHOOL ACTIVITY-INCOME | 35,700. 00 | 35,700.00 | 41,399. 25 | -5,699.25 |
| 10 | R 80028 | 28- - | -- INTEREST ON INVESTMENT | 2,000.00 | 2,000.00 | 2,215.48 | -215.48 |
| 10 | R 80029 | 29- - | -- OTHER REVENUES-LOCAL SOURCES | 77,043.00 | 77,043.00 | 36,460. 08 | 40,582.92 |
| 10 | R 8003 | 34- - | -- GRANTS-OTHER SCHOOL DISTRICTS | 1,360,175.00 | 1,360,175.00 | -7,176.74 | 1,367,351.74 |
| 10 | R 80051 | 51- - | -- TRANSIT OF AIDS-INTERMED SRCES | 55,241.00 | 55,241. 00 | 25,363.76 | 29,877.24 |
| 10 | R 80058 | 58- - | -- MEDICAL SERVICE REIMBURSEMENTS | 80, 000. 00 | 80,000.00 |  | 80,000.00 |
| 10 | R 80061 | 61- - | -- STATE AID-CATEGORICAL | 297,500.00 | 297,500.00 | 304,993.00 | -7,493.00 |
| 10 | R 80062 | 62- - | -- STATE AID-GENERAL | 9,971,361.00 | 9,971,361.00 | 6,367,609.00 | 3,603,752.00 |
| 10 | R 80063 | 63- - | -- SPECIAL PROJECTS GRANT | 29,222.00 | 29,222.00 |  | 29,222.00 |
| 10 | R 80065 | 65- - | -- SAGE GRANT | 475, 000.00 | 475, 000.00 | 409,650. 00 | 65,350. 00 |
| 10 | R 80069 | 69- - | -- OTHER REVENUE - STATE SOURCES | 41,228.00 | 41,228.00 |  | 41,228.00 |
| 10 | R 80073 | 73- - | -- SPECIAL PROJECTS GRANTS | 148,755.00 | 148,755.00 |  | 148,755.00 |
| 10 | R 80075 | 75- - | -- TITLE I | 280, 000.00 | 280,000.00 | 43, 954.55 | 236,045.45 |
| 10 | R 80096 | 96- - | -- ADJUSTMENTS | 15,000.00 | 15,000.00 |  | 15,000.00 |
| 10 | R 8009 | 97- - | -- REFUND OF DISBURSEMENT | 10,000.00 | 10,000.00 | 15,831.42 | -5,831.42 |
| 10 | R 80099 | 99- - | -- Other Miscellaneous Revenue | 500.00 | 500.00 | 132.00 | 368.00 |
| 10 | R | - | -- Revenue | 18,198,147.00 | 18,198,147.00 | 10,618,003.21 | 7,580,143.79 |
| 10 | - --- - | - | -- GENERAL | 18,198, 147.00 | 18,198, 147.00 | 10,618,003.21 | 7,580,143.79 |
| 21 | R 15029 | 29- - | -- OTHER REVENUES-LOCAL SOURCES |  |  | 250.00 | -250.00 |
| 21 | R 40029 | 29- - | -- OTHER REVENUES-LOCAL SOURCES |  |  | 1,700.00 | -1,700.00 |
| 21 | R 80029 | 29- - | -- OTHER REVENUES-LOCAL SOURCES | 12,000. 00 | 12,000.00 | 12,332.66 | -332.66 |
| 21 | R | - | -- Revenue | 12,000.00 | 12,000.00 | 14,282.66 | -2,282.66 |
| 21 | - | - - | -- SPECIAL REVENUE TRUST FUND | 12,000.00 | 12,000.00 | 14,282.66 | -2,282.66 |
| 27 | R 80011 | 11- - | -- OPERATING TRANSFERS-IN | 1,618,139.00 | 1,618,139.00 |  | 1,618,139.00 |
| 27 | R 8003 | 34- - | -- GRANTS-OTHER SCHOOL DISTRICTS | 48,520.00 | 48,520.00 | 27,723.03 | 20,796.97 |
| 27 | R 80051 | 51- - | -- TRANSIT OF AIDS-INTERMED SRCES | 90, 000.00 | 90, 000.00 | 101.00 | 89,899.00 |
| 27 | R 80058 | 58- - | -- MEDICAL SERVICE REIMBURSEMENTS | 110,000.00 | 110, 000.00 | 2,211.67 | 107,788.33 |
| 27 | R 80061 | 61- - | -- STATE AID-CATEGORICAL | 518,420.00 | 518,420.00 | 314,594.00 | 203,826.00 |
| 27 | R 80073 | 73- - | -- SPECIAL PROJECTS GRANTS | 217,984.00 | 217,984.00 |  | 217,984.00 |
| 27 | R | - | -- Revenue | 2,603, 063.00 | 2,603, 063.00 | 344,629.70 | 2,258, 433.30 |
| 27 | - --- - | - | -- SPECIAL EDUCATION FUND | 2,603,063.00 | 2,603,063.00 | 344,629.70 | 2,258, 433.30 |
| 38 | R 80021 | 21- - | -- TAXES | 50, 000. 00 | 50,000.00 | 50,000.00 |  |
| 38 | R 80029 | 29- - | -- OTHER REVENUES-LOCAL SOURCES |  |  | 571.00 | -571.00 |
| 38 | R --- - | --- - | -- Revenue | 50, 000. 00 | 50,000.00 | 50,571.00 | -571.00 |
| 38 | - --- - | --- - | -- NON-REFERENDUM DEBT | 50,000.00 | 50, 000.00 | 50,571.00 | -571.00 |




| $400,000.00$ | $400,000.00$ |  | $400,000.00$ |
| ---: | ---: | ---: | ---: |
| $926,497.00$ | $926,497.00$ | $926,497.00$ |  |
|  |  | 120.74 | -120.74 |
| $1,326,497.00$ | $1,326,497.00$ | $926,617.74$ | $399,879.26$ |
| $1,326,497.00$ | $1,326,497.00$ | $926,617.74$ | $399,879.26$ |
|  |  |  |  |
| $285,500.00$ | $285,500.00$ | $221,839.10$ | $63,660.90$ |
| 200.00 | 200.00 |  | 200.00 |
| $16,200.00$ | $16,200.00$ | $17,360.48$ | $-1,160.48$ |
| $343,000.00$ | $343,000.00$ | $218,978.78$ | $124,021.22$ |
| $644,900.00$ | $644,900.00$ | $458,178.36$ | $186,721.64$ |
| $644,900.00$ | $644,900.00$ | $458,178.36$ | $186,721.64$ |
|  |  |  |  |
| $1,500.00$ | $1,500.00$ | $8,596.37$ | $-7,096.37$ |
| $454,300.00$ | $454,300.00$ |  | $454,300.00$ |
| $455,800.00$ | $455,800.00$ | $8,596.37$ | $447,203.63$ |


|  | 2014-15 | 2014-15 | 2014-15 | Unexpended |
| :---: | :---: | :---: | :---: | :---: |
| Fd T Loc Obj Fu Src | Original Budget | Revised Budget | FY Activity | Balance |
| 73------ Employee Benefit Trust Fund | 455,800. 00 | 455, 800.00 | 8,596.37 | 447,203.63 |
| 80 R 800 21- -- TAXES | 65,000.00 | 65,000.00 | 65,000.00 |  |
| 80 R 800 29--- OTHER REVENUES-LOCAL SOURCES |  |  | 4,500.00 | -4,500.00 |
| 80 R --- --- -- Revenue | 65,000.00 | 65,000.00 | 69,500.00 | -4,500.00 |
| 80------ -- COMMUNITY SERVICE | 65,000.00 | 65,000.00 | 69,500.00 | -4,500.00 |
| Grand Revenue T | 23, 355, 407.00 | 23,355, 407.00 | 12,490, 379.04 | ,865,027.96 |

Number of Accounts: 78


## School District of Altoona

$8097^{\text {th }}$ Street West Altoona, WI 54720<br>715-839-6032 715-839-6066 FAX

Community Education Partnership Council<br>District Board Room<br>May 13, 2015<br>8:00 a.m.<br>Agenda

1. Council Terms
2. On Track for the Future! Building Projects Update, Dr. Biedron
3. State and Local Testing Overview, Andrea Steffen
4. Open Enrollment Update, Joyce Orth
5. Maker Fair (9:15), Jeff Ballentine
6. Genius Hour (10:15), Shannon Camlek
7. SMART Brailler Demo (10:40), Trish Jensen
8. High School Student Council Update, Joan Gard
9. School Reports, Principals or Staff
10. Other (Time Permitting)


ALTOONA SCHOOL DISTRICT
7/1/2015
Final
DEBRA M SVIHOVEC

|  | Option 13 <br> POS Plan 5 | Product Options Option 14 <br> HMO Plan 5 | Option 15 <br> Indemnity Plan 5 |
| :---: | :---: | :---: | :---: |
|  | Open Access POS Traditional With Rx | HMO (Open Access) Traditional With Rx | Indemnity Traditional With Rx |
| Benefits |  |  |  |
| Deductible (Single/Family) | Tier 1 \$3,000/\$6,000 Tier $2 \$ 3,000 / \$ 6,000$ Tier 3 \$6,000/\$12,000 | \$3,000/\$6,000 | \$3,000/\$6,000 |
| Coinsurance | Tier $180 \%$ <br> Tier $280 \%$ <br> Tier 3 60\% | 80\% | 80\% |
| Maximum Out-of-Pocket (Single/Family) | Tier $1 \$ 4,000 / \$ 8,000$ Tier $2 \$ 4,000 / \$ 8,000$ Tier $3 \$ 8,000 / \$ 16,000$ | \$4,000/\$8,000 | \$4,000/\$8,000 |
| Emergency Room Copayment | Tier $1 \$ 100$ <br> Tier $2 \$ 100$ <br> Tier $3 \$ 100$ | \$100 | \$ \$100 |
| Office Visit Copayment | Tier 1 \$25 <br> Tier 2 \$25 <br> Tier 3 Ded/Coins | \$25 | \$25 |
| Specialist Office Visit Copayment | Tier 1 \$25 <br> Tier 2 \$25 Tier 3 Ded/Coins | \$25 | \$25 |
| Preventive Benefit | Tier 1 100\%** <br> Tier 2 100\%** <br> Tier 3 60\% | Paid at 100\%* | Paid at 100\%* |
| Laboratory/Radiology Benefit | subject to deductible/coinsurance | subject to deductible/coinsurance | subject to deductible/coinsurance |
| Pharmacy Benefit | \$10/\$25/\$50 | \$10/\$25/\$50 | \$10/\$25/\$50 |
| Contract Counts / Monthly Premium Rates |  |  |  |
| Single | 27 , \$658.43 | 27 \$607.42 | 27 \$696.02 |
| $\mathrm{EE}+1$ | 0 ( 0.00 | 0 \$0.00 | 0 \$0.00 |
| $\mathrm{EE}+1$ or more children | 0 \$0.00 | 0 \$0.00 | 0 \$ 0.00 |
| Family | 131 \$1,464.68 | 131 \$1,351.21 | 131 \$1,548.30 |
| Medicare Single | 0 \$329.22 | $0 \quad \$ 303.71$ | $0 \quad \$ 348.01$ |
| Medicare Couple | 0 \$ 0658.43 | $0 \quad \$ 607.42$ | 0 \$ $\quad \$ 696.02$ |
| Medicare split | 7 \$0.00 | 7 \$ \$0.00 | 7 \% $\$ 0.00$ |
| Total | 165 \$209,650.69 | 165 \$193,408.85 | 165 \$221,619.84 |

*Paid at $100 \%$ subject to frequency schedule that meets or exceeds the guidelines of the U.S. Preventive Services Task Force (USPSTF).
Due to a software issue that will be fixed next week, the Medicare Split rate does not appear on the Rate Sheets and is excluded in the Total Premium shown. The Medicare Split rate equals the sum of the Single and Single Medicare Rates.
The Proposal includes a Not To Exceed feature for the $7 / 1 / 16$ renewal. If the Loss Ratio is less than $92 \%$, the NTE is $+5.0 \%$. If the Loss Ratio equals or is greater than $92 \%$, the NTE is $+12.0 \%$. ACA Fees are in addition to the NTE amount. The Loss Ratio is based on 7/1/15-12/31/15 Date of Service claims paid through 2/29/16, with an additional actuarial appropriate IBNR and Seasonality factor applied to derive total estimated Incurred Claims.

Deductibles are based on calendar year. Rates have been calculated for the period 7/1/2015 through 6/29/2016.

|  | $\begin{gathered} \text { Option } 1 \\ \text { POS Plan } 1 \end{gathered}$ | Product Options Option 2 HMO Plan 1 | Option 3 <br> Indemnity Plan 1 |
| :---: | :---: | :---: | :---: |
|  | Open Access POS Traditional With Rx | HMO (Open Access) Traditional With Rx | Indemnity Traditional With Rx |
|  |  |  |  |
| Deductible (Single/Family) | Tier 1 \$2,000/\$4,000 <br> Tier $2 \$ 2,000 / \$ 4,000$ <br> Tier $3 \$ 4,000 / \$ 8,000$ | \$2,000/\$4,000 | \$2,000/\$4,000 |
| Coinsurance | Tier 1 100\% Tier 2 100\% Tier 3 80\% | 100\% | 100\% |
| Maximum Out-of-Pocket (Single/Family) | Tier $1 \$ 4,000 / \$ 8,000$ Tier 2 \$4,000/\$8,000 Tier 3 \$10,000/\$20,000 | \$4,000/\$8,000 | \$4,000/\$8,000 |
| Emergency Room Copayment | Tier $1 \$ 100$ <br> Tier $2 \$ 100$ <br> Tier $3 \$ 100$ | \$100 | \$ \$100 |
| Office Visit Copayment | Tier 1 \$25 <br> Tier 2 \$25 <br> Tier 3 Ded/Coins | \$25 | \$25 |
| Specialist Office Visit Copayment | Tier 1 \$25 <br> Tier 2 \$25 Tier 3 Ded/Coins | \$25 | \$25 |
| Preventive Benefit | $\begin{gathered} \text { Tier } 1 \text { 100\%* } \\ \text { Tier } 2 \text { 100\%* } \\ \text { Tier } 380 \% \end{gathered}$ | Paid at 100\%* | Paid at 100\%* |
| Laboratory/Radiology Benefit | subject to deductible/coinsurance | subject to deductible/coinsurance | subject to deductible/coinsurance |
| Pharmacy Benefit | \$10/\$25/\$50 | \$10/\$25/\$50 | \$10/\$25/\$50 |
| Contract Counts / Monthly Premium Rates |  | 5ex |  |
| Single | 27 , \$737.52 | 27 \$679.36 | 27 \$780.38 |
| EE +1 | 0 ( 0.00 | 0 \$ \$0.00 | 0 \$0.00 |
| $\mathrm{EE}+1$ or more children | 0 ( 00.00 | 0 \$0.00 | 0 \$0.00 |
| Family | 131 \$1,640.61 | 131 \$1,511.24 | 131 \$1,735.96 |
| Medicare Single | $0 \quad \$ 368.76$ | 0 \$339.68 | \$390.19 |
| Medicare Couple | $0 \quad \$ 737.52$ | 0 \$ 079.36 | \$780.38 |
| Medicare split | $7 \quad \$ 0.00$ | 7 \$ \$0.00 | 7 \$0.00 |
| Total | 165 \$234,832.95 | 165 \$216,315.16 | 165 \$248,481.02 |

*Paid at $100 \%$ subject to frequency schedule that meets or exceeds the guidelines of the U.S. Preventive Services Task Force (USPSTF).
Due to a software issue that will be fixed next week, the Medicare Split rate does not appear on the Rate Sheets and is excluded in the Total Premium shown. The Medicare Split rate equals the sum of the Single and Single Medicare Rates.
The Proposal includes a Not To Exceed feature for the $7 / 1 / 16$ renewal. If the Loss Ratio is less than $92 \%$, the NTE is $+5.0 \%$. If the Loss Ratio equals or is greater than $92 \%$, the NTE is $+12.0 \%$. ACA Fees are in addition to the NTE amount. The Loss Ratio is based on 7/1/15-12/31/15 Date of Service claims paid through 2/29/16, with an additional actuarial appropriate IBNR and Seasonality factor applied to derive total estimated Incurred Claims.

Deductibles are based on calendar year. Rates have been calculated for the period 7/1/2015 through 6/29/2016.


## ALTOONA BOARD OF EDUCATION

PROPOSED Board Calendar for 2015/16

| July 6 (or Tuesday 7/7) | Regular Meeting |
| :---: | :---: |
| July 20 | Regular Meeting |
| August 3 | Regular Meeting |
| August 17 | Regular Meeting |
| September 8 (Tuesday) | Regular Meeting |
| September 21 | Regular Meeting |
| October 5 | Regular Meeting |
| October 19 | Regular Meeting |
| October 26 | Annual Budget Hearing/Annual Meeting |
| November 2 | Regular Meeting |
| November 16 | Regular Meeting |
| December 7 | Regular Meeting |
| December 21 | Regular Meeting |
| January 4 | Regular Meeting |
| January 18 | Regular Meeting |
| February 1 | Regular Meeting |
| February 15 | Regular Meeting |
| March 7 | Regular Meeting |
| March 21 | Regular Meeting |
| April 4 | Regular Meeting |
| April 18 | Regular Meeting |
| May 2 | Organizational Meeting/Regular Meeting |
| May 16 | Regular Meeting |
| June 6 | Regular Meeting |
| June 20 | Regular Meeting |

Please Note: This calendar may be subject to change as necessary. Please check our website to confirm meeting dates, location, and time.

Open Enrollment Applicant Summary by Grade
For 2015/ 16 school year - April 30, 2015

| Grade: | Non-Resident Applicants (In) $4 / 30 / 15:$ | Non-Resident Continuing Students Estimate (In): | Grade: | Resident Applicants (Out) $4 / 30 / 15:$ | Resident Continuing Students Estimate (Out): |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Early Childhood | 0 | 0 | Early Childhood | 0 | 0 |
| K4 | 22 | 1 | K4 | 19 | 0 |
| K | 16 | 16 | K | 0 | 14 |
| 1 | 2 | 15 | 1 | 1 | 3 |
| 2 | 0 | 22 | 2 | 2 | 4 |
| 3 | 2 | 14 | 3 | 4 | 7 |
|  |  |  | 4 | 2 | 6 |
| 4-5 | 8 | 25 | 5 | 5 (4 students) | 7 |
| 6 | 2 | 8 | 6 | 3 (2 students) | 3 |
| 7 | 3 | 17 | 7 | 4 | 4 |
| 8 | 1 | 10 | 8 | 3 | 5 |
| 9 | 4 | 14 | 9 | 8 | 10 |
| 10 | 1 | 12 | 10 | 2 | 8 |
| 11 | 6 | 20 | 11 | 2 | 9 |
| 12 | 5 | 18 | 12 | 2 | 15 |
| TOTALS | 72 | 192 (estimate) | TOTALS | 57 (55 students) | 95 (estimate) |
| Non-R <br> Wher <br> Res <br> Ch <br> (15 dup we | dent Applicants They are From: <br> ent Districts: <br> oomer - 1 <br> pewa Falls - 8 <br> Claire - 56 <br> Creek - 2 <br> ondovi - 3 <br> pooner-2 <br> cate applications not included) | Prior Years - <br> Applications In: <br> $14 / 15: \underline{91}$ <br> $13 / 14: \underline{104}$ <br> $12 / 13: \underline{114}$ <br> $11 / 12: \underline{99}$ <br> $10 / 11: \underline{100}$ <br> $09 / 10: \underline{86}$ <br> $08 / 09: 50$ | Resid Where <br> Nonre <br> Gr <br> (7 dupl wer | Applicants - <br> y Applied To: <br> nt Districts: <br> eton - 3 <br> sta-5 <br> eron-1 <br> laire - 42 <br> burg - 1 <br> rill-4 <br> esha - 1 <br> e applications <br> t included) | Prior Years - Applications Out: 14/ 15: $\underline{95 \text { ( } 77 \text { students) }}$ 13/ 14: $\underline{108 \text { (86 students) }}$ 12/ 13: $\underline{110 \text { (98 students) }}$ 11/ 12: $\underline{114 \text { (96 students) }}$ $10 / 11: \underline{84 \text { (72 students) }}$ $09 / 10: \underline{64}$ $08 / 09: 25$ |

Regular Education:

|  | Spaces | Total |  | Adj | Guarantees |  | Adj | Spaces Remaining |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Grade | Capacity minus Enrollment | Applications | Duplicates | Apps | CY | Sib |  |  |
| Prekindergarten | 20 | 22 | 0 | 22 | 0 | 3 | 19 | 1 |
| Kindergarten | 21 | 17 | 1 | 16 | 1 | 4 | 11 | 10 |
| First |  |  |  |  |  |  |  |  |
| First | 8 | 2 | 0 | 2 | 0 | 0 | 2 | 6 |
| Second |  |  |  |  |  |  |  |  |
| Second | 13 | 3 | 3 | 0 | 0 | 0 | 0 | 13 |
| Third |  |  |  |  |  |  |  |  |
| Third | 5 | 4 | 2 | 2 | 1 | 0 | 1 | 4 |
| Fourth/Fifth | 5 | 10 | 2 | 8 | 5 | 0 | 3 | 2 |
| Sixth | -4 | 3 | 1 | 2 | 0 | 0 | 2 | -6 |
| Seventh | 7 | 3 | 0 | 3 | 1 | 0 | 2 | 5 |
| Eighth | 12 | 1 | 0 | 1 | 1 | 0 | 0 | 12 |
| Ninth | 13 | 6 | 2 | 4 | 1 | 0 | 3 | 10 |
| Tenth | 16 | 1 | 0 | 1 | 0 | 0 | 1 | 15 |
| Eleventh | 2 | 7 | 1 | 6 | 2 | 2 | 2 | 0 |
| Twelfth | 8 | 8 | 3 | 5 | 0 | 0 | 5 | 3 |
|  |  |  |  |  |  |  |  |  |
|  |  | 87 | 15 | 72 | 12 | 9 |  |  |

## Special Education:

| Grade | Spaces Capacity minus Enrollment | Total Applications | Duplicates | $\begin{gathered} \text { Adj } \\ \text { Apps } \\ \hline \end{gathered}$ | Guarantees |  | Spaces Remaining |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | CY | Sib |  |
| Prekindergarten | 2 |  |  |  |  |  |  |
| Kindergarten | 1 |  |  |  |  |  |  |
| First | 5 |  |  |  |  |  |  |
| Second | 8 |  |  |  |  |  |  |
| Third | 8 |  |  |  |  |  |  |
| Fourth | 0 |  |  |  |  |  |  |
| Fifth | 0 |  |  |  |  |  |  |
| Sixth | 2 |  |  |  |  |  |  |
| Seventh | 3 | 1 |  |  |  |  |  |
| Eighth | 1 |  |  |  |  |  |  |
| Ninth | 3 |  |  |  |  |  |  |
| Tenth | 3 |  |  |  |  |  |  |
| Eleventh | 3 | 2 |  |  |  |  |  |
| Twelfth | 0 |  |  |  |  |  |  |

Prekindergarten includes 3-4 year olds

## Aesop Substitute Placement and Absence Management System

COST REVIEW

| Pricing Overview: |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: |
| Startup Cost: One-Time cost due at signing |  | $\$ 4,000.00$ |  |  |
| Annual Subscription: Recurring cost | Unit Price | Qty | Mths | Total |
| Itemized Description | $\$ 3.00$ | 180 | 10 | $\$ 5,400.00$ |
| Aesop Subscription - Employees needing replacement | $\$ 1.50$ | 20 | 10 | $\$ 300.00$ |
| Aesop Subscription - Employees not needing replacement | $\$ 4,000.00$ | 1 | 0 | $\$ 4,000.00$ |
| Aesop Startup Cost - Implementation |  |  |  |  |

Innovate. Work. Life.

## Aesভ́p

## Substitute Placement \& Absence Management

An Overview

## What is Aesop?

Aesop is the nation's leading automated substitute placement and absence management system, serving nearly 4,000 districts nationwide. As Software-as-a-Service (SaaS), Aesop does not require any hardware, software or phone lines at the district. Instead, all personnel can access the service through the phone or internet anytime, anywhere. Aesop saves countless hours of manual sub-calling, while capturing rich data for better employee absence management. Aesop also saves data entry time by integrating with other software applications.

## Aesop provides:

- Automated web and phone-based substitute placement
- Real-time absence data and custom report-building
- Easy data integration with other software providers (payroll, HR, etc.)
- Reduced absenteeism through 24/7 tracking and accountability


## Who uses Aesop?

## Teachers

 register their absences at any time, either by calling a toll-free number or by logging in via the web or a mobile device.Substitutes search for available assignments anytime, either by calling a toll-free number or by logging on via the web. Aesop will also notify substitutes based on preference lists managed by the district, school or teacher.

Administrators know in real time which employees are absent, why they're out and who is substituting for them. Administrators stay informed though extensive reporting, can access key functions from their mobile devices, and can use skillmatching and preference lists to ensure qualified substitute placement.

> Aesop has been selected by more districts than all similar systems combined.

## Why automate with Aesop?

Before automating with Aesop, our customers were tired of:

- Early mornings and late nights calling substitutes
- Inability to fill all of the absences
- A lack of instantly available, customizable reports
- No easy way to track absences, balances and approvals
- Piles of unorganized paperwork

By automating with Aesop, our customers gained:

- Automated sub placement through phone and internet
- Hours reclaimed for other district priorities
- Increased fill rates often at $100 \%$
- Easy tools to build custom, real-time reports
- Online access to all absence-related data


## Why switch to Aesop?

According to our clients who switched, Aesop offers:

- Better responsiveness from the customer support team
- More flexible options that adapt to your processes
- Easier do-it-yourself reporting with multiple export features
- Smoother integration with other software systems


## Innovation and experience

- First web and phone solution, with 3 U.S. patents and more pending
- Used by more than 2 million educators in over 4,000 districts in all 50 states
- Serving 450+ districts that have switched from other automated systems
- Over 15 years of Software-as-a-Service (SaaS) experience


## Constant enhancements

- Free enhancements released frequently to the entire client base
- Only one version of Aesop so all customers instantly enjoy new features
- New and improved features based on customer requests


## Data security without the IT burden

- No hardware, software or phone lines to install or maintain
- Housed in multiple secure, world-class facilities with 7-day power backup
- Maintained and monitored $24 / 7$ by Frontline Technologies


## Why choose Aesop?

## Cut costs and increase efficiency

- Reclaim the costs of manual sub-calling
- Eliminate absence forms and other paperwork
- Decrease employee absenteeism, cutting substitute costs
- Access data to prevent unfounded unemployment claims


## Report on important trends

- Improve accountability by tracking absences historically and in real time
- Choose from a huge library of pre-built reports
- Easily build an infinite number of custom reports on demand
- Export and manipulate data in formats such as Excel, Access and HTML


## Improve communication

- Approve absences faster by handling and tracking the entire process online
- Prepare substitutes by letting teachers leave files and notes with absences
- Communicate with personnel through online alerts and email notifications


## Find substitutes your way

- Allow preference and exclusion lists at the district, school and teacher level
- Use skill matching to find the most qualified substitute
- Enjoy a flexible system that conforms to your existing business processes
- Trust a system that works for districts of all sizes


## Integrate your systems

- Eliminate dual data entry by sharing data with other software systems
- Share data between Aesop and 100+ payroll, HR and other applications
- Choose from advanced integration options, including web services
- Automatically pull in new hires from AppliTrack, our recruiting, selection and HR file management system
- Benefit from shared data with VeriTime, our time and attendance management system


## Enjoy the best service

- Enjoy free unlimited support through phone, email and live chat
- Talk to friendly, knowledgeable staff located at Frontline's headquarters
- Attend user group meetings and Frontline Live conferences across the country


## Manage substitute hours for the Affordable Care Act

- Report on hours worked in a look-back period
- Limit the hours substitutes work per day, week or month


## Getting started with Aesop

We realize that you have a lot of priorities other than just implementing Aesop - and we designed our personalized Aesop training with that in mind. You'll get a dedicated implementation specialist to teach you and answer your questions throughout the training process. Plus, your interactive online sessions will give you actual hands-on experience in the system, with the guidance of your instructor, before you "go live" on Aesop.

## Intro Call

Shortly after you sign up for Aesop, your dedicated implementation specialist will give you a call to get acquainted, give you an overview of the training process and answer your initial questions.

## Kick-Off Call

We'll talk again to understand your current processes and how you'd specifically like Aesop to work for you.

## Interactive Training Sessions

In a series of online, interactive training sessions, you'll learn new functions of Aesop - and then you'll get to actually jump into the system and try it yourself, with your instructor watching and helping you the whole time.

## End User Training

Now that you're trained, your instructor will also teach your buildinglevel users online, and then we'll equip you with the materials to train your employees and substitutes.

## Pricing

Aesop's flexible pricing model makes it affordable for districts of all sizes.
One-time implementation fee
This one-time charge includes your own dedicated implementation specialist working with you to set up the system and to train an Aesop Administrator as an expert at your district.

## Subscription

Aesop offers a low-risk subscription that you can cancel at any time. We bill your district for only 10 months of the year (you get two months free) based on the number of employees in your district who are listed as active in Aesop. There are no charges for substitutes.

## No long-term contracts or hidden fees

- No hardware, software or extra phone lines to install or maintain
- No long-term contracts
- No charge for premium support
- No upgrade charges
> "Aesop saved our district dollars in salary expense and increased productivity. Since so much of my time was freed up, I became more valuable and was able to take on other responsibilities of greater importance."


## About our company

Frontline Technologies is focused on solving problems for K-12 school districts through innovative software.

## Innovate. Work. Life.

We believe software should not only be innovative but should also improve work life for every customer. Frontline develops each of our products by listening to the ongoing needs of school districts and creating and improving products based on their feedback. We believe our attention to customer needs and emphasis on outstanding customer care are what set us apart and have contributed to our rapid growth with 99\% customer retention.

## Want to learn more?

Frontline Technologies
397 Eagleview Blvd.
Exton, PA 19341
www.FrontlineK12.com/Aesop
Info@FrontlineK12.com
Phone: 1.866.574.9169
Fax: 610.363.3710


## "I love Frontline

because they have given me the ability to do my job better and to help people, which is why I love working in a public school anyway."

## FRONTLINE゚

-TECHNOLOGIES•
Innovate. Work. Life.

## AESOP: HUGE SAVINGS FOR DISTRICTS

## HOW WILL YOU SEE ROI FROM AESOP?

AESOP BRINGS MONEY BACK TO DISTRICTS IN BIG WAYS


## HOW CAN AESOP INCREASE ROI FOR MY DISTRICT?

## Aesop: Uncovering budget savings

There's no question that cost pressures have increased for school districts everywhere. The Aesop substitute placement and absence management service not only brings increased efficiency for districts of all sizes, but can also help your district trim costs and discover savings in a variety of ways. You'll realize substantial payback on a modest investment by choosing Aesop.

Here are some ways that Aesop has helped districts to increase savings:

"Principal access to teacher absence monitoring technology (i.e., substitute management system) appears to result in nearly 14\% lower teacher absenteeism."

Geoffrey Smith, Director
Substitute Teaching Division, STEDI
National Benchmark Study on Teacher Absenteeism Utah State University

- Automate substitute placement

Reclaim the time and money your district spends paying staff to manually handle substitute placement several hours every week.

- Successfully fight fraudulent claims for unemployment

Use reports on call history and substitute preferences to potentially save your district thousands of dollars in unemployment compensation for subs.

- Eliminate paper-based absence approvals

Cut days off of the time it normally takes to process absence approvals by electronically processing multiple levels of approvals through Aesop.

- Reduce employee absences

Pull reports on absence trends to increase teacher accountability and lower absenteeism, reducing the amount your district spends on substitute pay.

- Streamline payroll operations

Eliminate the need to re-enter employee absence and substitute work history into your payroll system. Integration with Aesop saves days of data entry and reduces mistakes in copying.

## - Decrease class coverage costs

Achieve consistently high fill rates with Aesop and eliminate the need to pull your full-time employees from their work to cover for absent teachers.

With no hardware or software to install, Aesop is an affordable solution for districts of all sizes.

Please visit www.FrontlineK12.com/Budget or contact us to learn how your district can uncover time and money savings with Aesop.

## ESTIMATE YOUR CURRENT COSTS

"Principal access to teacher absence monitoring technology (i.e., substitute management system) appears to result in nearly $14 \%$ lower teacher absenteeism."

Geoffrey Smith, Director Substitute Teaching Division, STEDI,
National Benchmark Study on Teacher Absenteeism - Utah State University.

SUB COSTS

| Step 1 | Teachers requiring a sub |  | Teaching days per year |  | Total \# of teaching days per year |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | x |  | $=$ |  |
| Step 2 | Total \# of teaching days |  | Average absenteeism (. 08 Nationally) |  | Number of sub days per year |
|  |  | x |  | $=$ |  |
|  | Or number of sub days last year |  |  | $=$ |  |
| Step 3 | Total \# of sub days |  | Cost per sub (per day) |  | Total cost of subs |
|  |  | x |  | $=$ |  |
| Step 4 | Total cost of subs |  | . 86 (Average reduction in absenteeism) |  | Total new cost |
|  |  | x |  | $=$ |  |
| Step 5 | Step 3 total |  | Step 4 total |  | Total sub cost savings |
|  |  | - |  | $=$ |  |

UNEMPLOYMENT CLAIMS

| Unemployment claims <br> from last year |  | Costs associated with <br> unemployment claims |  | Total cost of unemployment claims |
| :---: | :---: | :---: | :---: | :---: |
|  | + |  | $=$ |  |

DATA ENTRY

| Step 1 | Number of hours spent weekly entering absence data into HR system |  |  |  | Hours spent |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | $=$ |  |
| Step 2 | Person's salary who enters that data |  | Hours |  | Hourly cost |
|  |  | 1 | 2000 | $=$ |  |
| Step 3 | Hourly cost |  | Hours spent |  | Cost of data entry (weekly) |
|  |  | x |  | $=$ |  |
| Step 4 | Cost of data entry |  | Number of weeks worked |  | Cost of data entry (yearly) |
|  |  | x |  | $=$ |  |

## ESTIMATE YOUR CURRENT COSTS

PHONE LINE COSTS FOR SUB CALLERS

| Cost per phone line (monthly) |  | Number of phone lines |  | Cost of sub caller phone lines (monthly) |
| :---: | :---: | :---: | :---: | :---: |
|  | + |  | $=$ |  |
| Cost of sub caller phone lines (monthly) |  | Number of months |  | Total cost of sub caller phone lines (yearly) |
|  | X |  | $=$ |  |

STIPENDS FOR SUB CALLERS

| Average stipend amount | Number of sub callers |  |  |  | Total cost of sub caller stipends |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  | x |  | $=$ |  |  |

## AESOP SAVINGS

| Sub Costs |  |  |
| :--- | :--- | :--- |
| Unemploment Claims |  |  |
| Data Entry |  |  |
| Phone Lines |  |  |
| Stipends |  |  |
| Total Savings |  |  |

## Wisconsin School Districts

THE FOLLOWING INFORMATION IS CONFIDENTIAL

## You will find below Wisconsin districts using Aesop:

Adams-Friendship Area School District (608) 339-3213

Appleton ASD
(920) 832-6110

Ashwaubenon School District
(920) 492-2900

Bangor School District
(608) 486-2331

Baraboo School District
(608) 355-3950

Beaver Dam Unified School District
(920) 885-7470

Beloit School District
(608) 361-4000

Beloit Turner School District
(608) 364-6372

Black River Falls School District
(715) 284-4357

Brillion School District
(920) 756-2368

Brown Deer School District
(414) 371-6767

Cambridge School District
(608) 423-3261

Campbellsport School District
(920) 533-8381

CESA \#6
(920) 233-2372

Chippewa Falls Area USD
(715) 726-2417

DC Everest Area School District
(715) 359-4221

DeForest Area School District
(608) 842-6521

Delavan-Darien School District
(262) 728-2642

Dodgeland School District
(920) 386-4404

Eau Claire Area School District
(715) 852-3051

Elcho School
(715) 275-3225

Elkhorn Area School District
(262) 723-3160

## AESOP CUSTOMERS

Ellsworth Community School District
(715) 273-3900

Elmbrook School District
(262) 781-3030

Fond du Lac School District
(920) 906-6501

Gale-Ettrick-Trempealeau School District (608) 582-2291

Germantown School District
(262) 253-3900

Gillett School District
(920) 676-8917

Greendale School District
(414) 423-2700

Hartland-Lakeside School District 3
(262) 369-6700

Hayward Community School District
(715) 634-2619

Holmen School District
(608) 526-6610

Hortonville Area School District (920) 779-7900

Howard-Suamico School District (920) 662-8106

Hudson School District
(715) 377-3700

Iola- Scandinavia School District (715) 445-2411

Iowa-Grant School District
(608) 943-6311

Kaukauna Area School District (920) 766-6100

Kenosha Unified School District (262) 653-6333

Kettle Moraine School District (262) 968-6300

Kewaunee School District (920) 388-3230

Kimberly Area School District (920) 788-7900

Kohler Schools
(920) 459-2920

Lake Geneva Schools
(262) 348-1010

Little Chute Area School District (920) 788-7605

Lomira School District
(920) 269-4396

Madison Country Day School
(608) 850-6000

Manitowoc Public School District (920) 683-4777

Marshfield School District
(715) 384-2327

Mauston School District
(608) 847-5451

Mayville School District
(920) 387-7963

McFarland School District
(608) 838-3169

## AESOP CUSTOMERS

| Menasha Joint School District (920) 967-1412 | Oconomowoc Area School District (262) 560-2111 |
| :---: | :---: |
| Menomonie Area Schools (715) 233-3211 | Oconto Unified School District (920) 834-7814) |
| Mequon-Thiensville School District (262) 238-8500 | Onalaska School District (608) 781-9701 |
| Merrill Area School District (715) 536-4581 | Oostburg School District (920) 564-2346 |
| Milton School District (608) 868-9200 | Oshkosh Area School District (920) 424-0035 |
| Milwaukee Public Schools (414) 475-8172 | Oregon School District (608) 835-4091 |
| Mishicot School District (920) 755-2311 | Pittsville School District (715) 884-5222 |
| Monona Grove School District (608) 221-7660 | Portage County School District (608) 742-4867 |
| Mosinee School District (715) 693-2530 | Prairie du Chien School District (608) 326-8451 |
| Neenah Joint School District (920) 751-6800 | Pulaski Community School District (920) 822-6070 |
| Nekoosa School District (725) 886-8000 | Rice Lake Area School District (715) 234-9007 |
| New Glarus School District (608) 527-2410 | Richmond School District (262) 538-1360 |
| New Holstein School District (920) 898-5115 | River Falls School District (715) 425-1800 |
| New Richmond School District (715) 243-1258 | Riverdale School District (608) 739-3832 |
| Nicolet High School District (414) 351-7532 | Rosendale-Brandon School District (920) 872-2851 |

School District of Ashland
(715) 682-7080

School District of Edgerton
(608) 884-9402

School District of Fort Atkinson
(920) 563-7800

School District of Grafton
(262) 376-5403

School District of La Crosse
(608) 789-7649

School District of Lodi
(608) 592-3851

School District of Marinette (716) 735-1400

School District of Menomonee Falls (262) 255-8374

School District of New London
(920) 982-8530

School District of Omro (920) 685-5666

School District of Rhinelander (715) 365-9700

School District of Shorewood
(414) 963-6901

School District of Somerset (715) 247-4848

School District of South Milwaukee (414) 766-5000

Sevastopol School District (920) 743-6282

## Sheboygan Falls School District

 (920) 467-7893Shiocton School District (920) 986-3351

Silver Lake-Salem Joint School District 1 (262) 889-4384

Sparta Area School District (608) 269-3151

Spooner Area School District
(715) 635-2171

St. Croix Central School District (715) 796-5383

Stoughton Area School District (608) 877-5021

Sun Prairie Area School District (608) 834-6500

Suring Public School District (920) 842-2178

Swallow School District
(262) 367-2000

Tomorrow River School District (715) 824-5521

Tomahawk School District (715) 453-5551

Turtle Lake School District (715) 986-2597

Unified School District of Antigo (715) 627-4355

Union Grove Elementary School (262) 878-2015

## AESOP CUSTOMERS

Unity School District
(715) 825-3515

Valders Area School District
(920) 775-9500

Washburn School District
(715) 373-6199

Waterford Graded School District
(262) 514-8200

Waukesha School District
(262) 970-1034

Waunakee Community School District
(608) 849-2020

Waupun Area School District
(920) 324-9341

Wausau School District
(715) 261-2500

Wauwatosa School District
(414) 773-1000

West Salem School District
(608) 786-0700

White Lake School District
(605) 249-2251

Whitefish Bay Schools
(414) 963-3960

Winneconne Community School District
(920) 582-4381

Wisconsin Heights School District
(608) 767-2595

Wisconsin Rapids School District
(715) 422-6008

Wrightstown Community School District (920) 532-5551

AGENDA FOR REGULAR COUNCIL MEETING ON THURSDAY, MAY 14, 2015 6:00 P.M. ALTOONA CITY COUNCIL CHAMBERS
I. Call Meeting to Order.
II. Pledge of Allegiance.
III. Roll Call for Council Persons.

Roll Call for Department Heads.
IV. Citizens Participation Period. (No more than twenty minutes unless extended by two-thirds vote.)
V. Discuss/consider approval of minutes of the April 30, 2015 Regular Council Meeting.
VI. REPORTS
A. City Officers/Department Heads
B. City Committees
VII. UNFINISHED BUSINESS
VIII. NEW BUSINESS

1. Public hearing at 6:00 p.m. or as soon thereafter as is practical on Resolution 5A-15, a resolution authorizing street and utility improvements and levying special assessments against benefited property for the Roberts Street/Roberts Court Street Reconstruction Project. (Resolution 5A-15 to be considered at the May 28, 2015 Council meeting).
2. Public hearing at 6:05 p.m. or as soon thereafter as is practical on ordinances amending Title 19 of the Altoona Municipal Code "Zoning" regarding the following:

- Amend Chapter 19.41 "C-1 Office Commercial District" to change yard requirements in a C-1 District.
- Amend Chapter 19.52 "Parking and Loading Spaces" to modify requirements for on-site parking spaces.

3. Discuss/consider approval of Ordinance 5A-15, an ordinance amending Chapter 19.41 of the Altoona Municipal Code "C-1 Office Commercial District", specifically Section 19.41.030 to change side yard setback requirements in a C-1 District. (Will be discussed at the May 11, 2015 Plan Commission meeting).
4. Discuss/consider approval of Ordinance 5B-15, an ordinance amending Chapter 19.52 of the Altoona Municipal Code "Parking and Loading Spaces" to modify requirements for on-site parking spaces with frontage on Fairfax Street. (Will be discussed at the May 11, 2015 Plan Commission meeting).
5. Public hearing at $6: 10 \mathrm{p} . \mathrm{m}$, or as soon thereafter as is practical regarding a Certified Survey Map (CSM) to divide Outlot 1 of CSM No. 3048, Vol. 17, Page 120, located in the northwest quadrant of River Prairie, into two lots, two outlots and to further dedicate road right of way, as submitted by the City of Altoona.
6. Discuss/consider approval of a Certified Survey Map (CSM) to divide Outlot 1 of CSM No, 3048, Vol. 17, Page 120, located in the northwest quadrant of River Prairie, into two lots, two outlots and to further dedicate road right of way, as submitted by the City of Altoona. (Will be discussed at the May 11, 2015 Plan Commission meeting).
7. Discuss/consider design element for the northwest quadrant of Rive Prairie (Presentation by Ayres Associates).
8. Discuss/consider Development Agreement between the City of Altoona and the School District of Altoona.
9. Discuss/consider approval of a request to modify Chapter 19.58 Regulations regarding Business Directory Signs to permit electronic changeable copy. (Will be discussed at the May 11, 2015 Plan Commission meeting).
10. Discuss/consider convening in Closed Session pursuant to the following Wis. Stats:

Wis. Stats 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
A. Purchase and/or sale of property.

Wis. Stats. $19.85(1)(\mathrm{g})$ conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
A. Deed Restriction Issue.
11. Motion to reconvene to Open Session for the purpose of discussion and possible consideration on the matter entertained in Closed Session.
A. Discuss/consider purchase and/or sale of property.
B. Deed Restriction Issue.

## LX. MISCELLANEOUS BUSINESS AND COMMUNICATIONS:

X. ADJOURNMENT.


Cindy Bauer
City Clerk
Requests from persons with disabilities who need assistance to participate in this meeting/hearing should be made to the City Clerk's Office at 715-839-6092 with as much advance notice as possible.

## Speak Your Peace: The Civility Project

The Common Council of the City of Altoona, Wisconsin, recognizes and has adopted by Resolution 3B-15 that the nine tools of civility, drafted by Speak Your Peace: The Civility Project will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our city. These tools include the following:

> Pay Attention $\mid$ Listen $\mid$ Be Inclusive $\mid$ Don't Gossip $\mid$ Show Respect $\mid$ Be Agreeable Apologize $\mid$ Give Constructive Criticism $\mid$ Take Responsibility

## MEMORANDUM

## TO: Altoona City Council

FROM: Michael Golat, City Administrator
DATE: May 6, 2015
SUBJECT: Summary of May 14, 2015 Council Meeting Items
Provided below for your consideration is a summary of the May 14, 2015 Council Meeting agenda items.
ITEM 1 - Public hearing at 6:00 p.m. or as soon thereafter as is practical on Resolution 5A-15, a resolution authorizing street and utility improvements and levying special assessments against benefited property for the Roberts Street/Roberts Court Street Reconstruction Project. (Resolution 5A-15 to be considered at the May 28, 2015 Council meeting).

A public hearing is scheduled to consider input from interested parties and affected property owners regarding the 2015 street and utility improvements for the Roberts Street \& Roberts Court Reconstruction Project. Specifically, testimony will be heard on proposed special assessments. The public hearing has been properly noticed consistent with State Statutes. All affected property owners have been notified and have been provided a copy of their estimated assessments.

The scope of the project includes reconstruction of street segments within the areas shown on the attached drawing. Items included consist of, grading, gravel, asphalt paving, concrete curb and gutter, driveways, water main, water services, sanitary sewer, sanitary sewer laterals, lawn restoration and sidewalks. As in the past, Altoona has used the special assessment process to pay a portion of the project.

Staff recommends Council consider the testimony. The Final Resolution will be considered at the May 28, 2015 Regular Council meeting along with awarding the bid. The final assessments will be based upon the unit prices listed in the awarded bid; bids will be received on May 27, 2015 and staff will present the bid results at the May 28, 2015 Council meeting.

Suggested motion: I move to close the public hearing.
ITEM 2 - Public hearing at 6:05 p.m. or as soon thereafter as is practical on ordinances amending Title 19 of the Altoona Municipal Code "Zoning" regarding the following:

- Amend Chapter 19.41 "C-1 Office Commercial District" to change side yard setback requirements in a C-1 District.
- Amend Chapter 19.52 "Parking and Loading Spaces" to modify requirements for onsite parking spaces for lots with frontage on Fairfax Street.

Please see ITEMS 3 and 4 for summaries of the public hearing topics.

Suggested motion: I move to close the public hearing.
ITEM 3 - Discuss/consider approval of Ordinance 5A-15, an ordinance amending Chapter 19.41 of the Altoona Municipal Code "C-1 Office Commercial District", specifically Section 19.41.030 to change side yard setback requirements in the C-1 District. (Will be discussed at the May 11, 2015 Plan Commission meeting).

Attached for your consideration is Ordinance 5A-15, an ordinance amending Chapter 19.41 of the Altoona Municipal Code "C-1 Office Commercial District", specifically Section 19.41 .030 to change side yard setback requirements in the C-1 District.

The current side yard setback requirement in the C-1 District is 20 feet. Staff is recommending the side yard setback be reduced to a minimum of 10 feet on each side and a minimum of 30 feet combined side yard setback for both sides. The requested change was prompted by a request by the owners of a lot on South Hillcrest Parkway, who intend to build a business called "Guestbook Store." Because of the variety of uses planned for the building including retail, retreat center and lodging, the proposed building does not fit given the existing 20 foot side yard setback requirement. Because of the variety of uses, the building needs to be positioned to the west to accommodate parking and a drive aisle on along the eastern side of the building.

The project owners are proposing to place the building 10 feet from the western property line. A drainage swale is planned along the western side of the building to capture any water generated that would otherwise flow to the neighbor's property. A forty-eight foot setback would be maintained from the eastern property line.

Please also note, there are existing buildings in along South Hillcrest Parkway, within the C-1 District that do not meet the 20 foot side yard setback requirement, because they were constructed before the property was zoned C-1. Also, for the sake of comparison, there is no prescribed setback in the commercial (C) zone.

Suggested motion: I move to approve/not approve Ordinance 5A-15, an ordinance amending Chapter 19.41 of the Altoona Municipal Code specifically Section 19.41.030 to change side yard setback requirements in the $\mathrm{C}-1$ District.

ITEM 4 - Discuss/consider approval of Ordinance 5B-15, an ordinance amending Chapter 19.52 of the Altoona Municipal Code "Parking and Loading Spaces" to modify requirements for on-site parking spaces for lots with frontage on Fairfax Street. (Will be discussed at the May 11, 2015 Plan Commission meeting).

Attached for your consideration is Ordinance 5B-15, an ordinance amending Chapter 19.52 of the Altoona Municipal Code "Parking and Loading Spaces" to modify requirements for on-site parking spaces. The proposed amendment relaxes the parking space requirements for Commercial property with frontage on Fairfax Street from Walgreens to Spooner Avenue. You may recall we similarly revised the parking requirements downtown, in consideration of the small lot sizes and available on street parking.

Specifically, the ordinance relaxes the requirement from one parking space per 165 square feet of gross leasable area to one parking space per 865 square feet of gross leasable area. This is the same ratio that was passed in the downtown parking zone.

This change will encourage redevelopment of residential property along Fairfax, which is zoned Commercial.

Suggested motion: I move to approve/not approve Ordinance 5B-15, an ordinance amending Chapter 19.52 of the Altoona Municipal Code to modify requirements for on-site parking spaces for lots with frontage on Fairfax Street.

ITEM 5 - Public hearing at 6:10 p.m. or as soon thereafter as is practical regarding a Certified Survey Map (CSM) to divide Outlot 1 of CSM No. 3048, Vol. 17, Page 120, located in the northwest quadrant of River Prairie, into two lots and two outlots and to dedicate road right of way, as submitted by the City of Altoona.

Please refer to ITEM 6 for a summary of this public hearing topic.
Suggested motion: I move to close the public hearing.
ITEM 6 - Discuss/consider approval of a Certified Survey Map (CSM) to divide Outlot 1 of CSM No. 3048, Vol. 17, Page 120, located in the northwest quadrant of River Prairie, into two lots, two outlots and to further dedicate road right of way, as submitted by the City of Altoona. (Will be discussed at the May 11, 2015 Plan Commission meeting).

Attached for your consideration is a certified survey map that divides Outlot 1 of CSM No. 3048, Vol. 17, Page 120, located in the northwest quadrant of River Prairie, into two lots and two outlots and to further dedicate road right of way. The CSM is required in order for the City to proceed with sale of the resultant lots.

Suggested motion: I move to approve/not approve Certified Survey Map (CSM) to divide Outlot 1 of CSM No. 3048, Vol. 17, Page 120, located in the northwest quadrant of River Prairie, into two lots and two outlots and to further dedicate a road right of way.

ITEM 7 - Discuss/consider design element for the northwest quadrant of River Prairie (Presentation by Ayres Associates).

Attached for your review and consideration are materials prepared by Ayres Associates related to development of the Northwest Quadrant of River Prairie. As design proceeds on the project Ayres will check with Council from time to time to get direction on specific design items. At the May $14^{\text {th }}$ meeting, specific design items for discussion include:

1. Back in versus pull forward diagonal parking
2. Paid parking versus free parking
3. Entry feature ideas
4. Landscape and hardscape palettes
5. Lighting and furnishings

Suggested motion: No motion suggested. Council will need to give consideration to the materials presented and make motions as appropriate.

## ITEM 8 - Discuss/consider Development Agreement between the City of Altoona and the School District of Altoona.

Attached for your review is a development agreement between the City and School District of Altoona that sets forth provisions for the School District to construct public infrastructure in conjunction with construction of their new elementary school. The primary purpose of the agreement is to assure the

# City of Altoona, Wisconsin 

School District of Altoona, WI<br>New Elementary School

## By City of Altoona and School District of Altoona, WI

THIS AGREEMENT is entered into this $\qquad$ day of $\qquad$ , 2015, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation (City) and the School District of Altoona, WI (Developer).

WHEREAS, Developer is developing real estate within the City of Altoona for the purpose of constructing a new elementary school;

WHEREAS, City and Developer desire to enter into this Agreement in order to memorialize certain agreements made between the City and Developer with respect to the development of the Real Estate.

NOW, THEREFORE, IN CONSIDERATION of the following mutual agreements and covenants, the parties hereby agree as follows:

1. Definitions. The following definitions shall be used in interpreting and applying the terms and conditions of this Agreement:
"Causes over which the Developer has no control" shall be limited to Acts of God, including floods, drought, wind, rain, snow and other natural disasters, as well as to strikes by organized laborers.
"Contractor" shall mean the general/prime contractor and its subcontractors hired or retained by the Developer to construct one or more of the required improvements under this Agreement.
"DPW/CE" shall, at the sole option of the City, include either or both of the City's Director of Public Works or Consulting Engineer.
"Final Project Acceptance" shall mean the written approval by the City of a required improvement as being in substantial compliance with the requirements of this Agreement and applicable provisions of the City's regulations pertaining thereto. Depending upon the timing of individual aspects of the Developer's
performance, there may be one or more final project acceptances under this Agreement.
"Lot Buildout" shall mean such time as when an individual lot in the plat of Rivers Edge Subdivision shall have been improved with a home as well as with reasonable and customary lot landscaping and accouterments.
"Required Improvement" shall mean each of the required public improvements, construction of which is to be performed by the Developer under this Agreement.
2. The Developer shall, at its own expense, except as otherwise specified, construct water systems, storm drainage facilities, sanitary sewers, and street improvements including curb, sidewalks, trails, street lighting, signage, paving, landscaping, tree planting, and other improvements as specified herein. The aforementioned improvements shall be performed in strict conformity with the Altoona Municipal Code, applicable City of Altoona Standard Specifications, and, more specifically, requirements outlined in the Special Conditions for Subdivision Development. (Attachment A).
3. The Developer shall furnish the City, prior to starting any construction work, with a certified check or irrevocable letter of credit in a form approved by the City Attorney in the amount of One Hundred Twenty Five Percent (125\%) of the estimated cost of the required improvements, as a guarantee of performance by Developer (the "Performance Guarantee"). The required sum for the Performance Guarantee is set forth in Attachment A to this Agreement. It is understood that the Performance Guarantee shall guarantee all costs of the required improvements specified herein together with engineering, legal, contingency, and inspection expenses. The City shall be named beneficiary of the certified check or irrevocable letter of credit, which shall be held by the City for the duration of the project in its name.

Reduction in the Performance Guarantee may be granted upon written request by the Developer as described in Attachment A.
4. The Developer shall provide the City with plans and specifications for each of the required improvements prepared by a Registered Professional Engineer licensed in the State of Wisconsin. The plans and specifications shall be prepared in accordance with this Agreement and will be subject to review and written approval by the DPW/Public Works Director or designee. Upon written approval, said plans and specifications shall be incorporated and made a part of this Agreement as Attachment B. No deviation from the approved plans and specifications shall be permitted
unless approved in writing by the DPW/Public Works Director or designee.
5. No work shall commence on the required improvements until written approval of the plans and specifications has been obtained by Developer from City and this Agreement has been fully executed, including the provision of the required insurance and Performance Guarantee.
6. Prior to commencing development on the required improvements, the Developer shall submit, for City approval, a written progress schedule indicating the proposed order of completion of the required improvements covered by this Agreement. Upon approval, said schedule and completion dates are hereby made a part of this Agreement, as Attachment C. No deviation from this schedule shall be permitted unless approved in writing by the City. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, the City, at its discretion, may extend the completion date, and the Performance Guarantee shall be continued to cover the work performed to construct the required improvements during the extension of time. No construction (including grading) shall start until the schedule is approved.
7. The Developer shall furnish, at its own expense, except as otherwise specified herein, all engineering services for the project, including but not limited to:
(a) Preparation of complete plans and specifications for the required improvements by a registered Professional Engineer licensed to practice in the State of Wisconsin.
(b) Submittal for approval of sewer and water extensions by the Wisconsin Department of Natural Resources and Notice of Intent (NOI), as required by Wisconsin Administrative Code.
8. In addition, the Developer shall, at its own expense, furnish or perform the following:
(a) Reimbursement to the City for all costs incurred by the City or its agents to complete plan review and construction administration to assure compliance with the approved plans and specifications.
(b) Prior to construction, the Developer, Developer's Engineer, and DPW/Public Works Director and necessary City staff shall meet on the site for a pre-construction meeting.
(c) Full-time resident inspection by the Developer's Engineer during all construction operations at the Developers expense, except as otherwise specified herein. No work shall be performed within the public right-of-way unless the Developer's inspector is present on the site. The Developer's inspector shall keep daily inspection records, a copy of which shall be submitted to the DPW/Public Works Director on a weekly basis. The Developer's inspector shall be a Wisconsin Professional Engineer obtained by Developer or working under the supervision of a Wisconsin Professional Engineer obtained by Developer.
(d) Upon completion of the required improvements, provision to the City of a full set of as-built record drawings, plans and files in electronic format as well as a summary of all project costs. Said as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance. The Performance Guarantee will not be released until the as-builts are received.
(e) Upon completion of the required improvements, the Developer shall provide the City with applicable testing results showing all applicable standards have been met prior to acceptance of the required improvements by the City.
9. The City shall not exercise direct supervision and inspection of the required improvements during the construction operations. The DPW/Public Works Director, or designated representative, may make periodic visits to the site of the required improvements and may require that certain tests be made to assure compliance with City standards and the approved plans and specifications. The City shall work with the Developer's Engineer as the official representative of the Developer concerning engineering and construction matters.
10. The Developer agrees that the required improvements shall be completed to the highest quality and performed in a workmanlike manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the City. All materials, labor and workmanship shall be subject to the inspection and approval of the City or a duly authorized representative of the City. Any material or labor rejected by the City as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the City. Said removals and replacements shall be at the sole expense of the Developer.
11. Upon completion of all the required improvements, the DPW/Public Works Director, a representative of the Prime Contractor, and a representative of the Developer's Engineer, shall make a final inspection of the required improvements. Before final payment is made to the Prime Contractor by the Developer, the DPW/Public Works Director shall be
satisfied that all work has been completed in accordance with the approved plans and specifications. The Developer's Engineer shall submit a written statement attesting to the same prior to final project acceptance by the DPW/Public Works Director. The Developer shall be responsible for scheduling the final inspection and for receiving a written final acceptance of all the required improvements from the DPW/Pubblic Works Director.
12. The Developer shall warrant and guarantee its own and its Contractor(s) performance as well as all materials supplied by its Contractor(s) and all of the work furnished under this Agreement against any defect in workmanship of material for a period of one (1) year, except that all concrete work shall be warranted and guaranteed for (3) three years, following the date of final project acceptance of the required improvements by the City. Under this warranty and guarantee the Developer agrees to make repair and/or replace, as the case may be, without delay, at his own expense, any failure of any such work due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall repair and/or replace, as the case may be, any damage to any part of the work caused by such failure.
13. Insurance Requirements.
(a) Developer shall assure its Contractor procures and maintains for the duration of the construction insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Prime Contractor, his agents, representative, employees or subcontractors.
(b) Minimum Scope of Insurance.

Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, "occurrence" form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 "any auto" and endorsement CA 0025. Workers' compensation insurance, as required in Wisconsin State Statutes, and employer's liability insurance.
(c) Minimum Limits of Insurance.

Developer shall assure its Prime Contractor maintains limits no less than general liability: $\$ 1,000,000$ combined single limit per occurrence for bodily injury, personal injury and property damage. A combination of primary and excess to meet this limit is
acceptable. Automobile liability: $\$ 1,000,000$ combined single limit per accident for bodily injury and property damage. Workers' compensation and employers' liability: Workers' compensation limits as required by Wisconsin State Statutes and employer's liability limits of $\$ 500,000$ per accident.
(d) Verification of Coverage.

The Developer shall furnish the City with certificates of insurance as evidence of the required coverages which shall name the City as an additional insured. All such insurance shall be at Developer's expense and provide for non-cancellation without thirty (30) day written notice to City and Developer. The certificates must be received and approved by the City before work commences. The City reserves the right to require, and the Developer shall furnish, complete and certified copies of all required insurance policies, as requested from the City from time to time. The City's failure to notice or notify the Developer of any coverage deficiencies that may be apparent in the documents submitted to the City shall not relieve the Developer of responsibility to provide coverage's required in this Agreement.
14. Indemnification.

The Developer agrees that it shall indemnify, save and hold harmless the City, its agents and employees of and from any and all claims, demands, actions, causes of action of whatsoever nature or character arising out of or by reason of the Developer or its Contractor's development of the Real Estate, construction of the required improvements and performance under this Agreement. It is hereby understood and agreed that any and all employees of the Developer and its Contractor and all other persons employed by the Developer and its Contractor in the performance of services under this Agreement, shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Wisconsin on behalf of said employees while so engaged shall be the sole responsibility of the Developer and its Contractor, as the case may be. Any and all claims made by any third parties as a consequence of any act or omission on the part of Developer's or Contractor's employees while so engaged in the performance of these services to be rendered herein by the Developer and its Contractor, shall in no way be the obligation or responsibility of the City.
15. It is understood by the Developer that all of the required public improvements shall, upon final project acceptance, become City improvements for use by and accommodation of the general public. Developer further agrees to abide by all applicable state laws related to construction of public infrastructure.
16. Attachment A, attached hereto, is incorporated into and made a part of this Agreement by reference. (SPECIAL CONDITIONS FOR SUBDIVISION DEVELOPMENT)
17. Attachment B, attached hereto and incorporated herein by reference, are the approved Construction Plans and Specification documents.
18. Attachment C , attached hereto and incorporated herein by reference, is a construction schedule submitted by the Developer and approved by the City.
19. Miscellaneous Terms and Conditions.
(a) Variances between Code and Agreement.

Should there be any discrepancies or variances between the requirements of the Altoona Municipal Code and this Agreement, this Agreement shall control to the extent of those variances.
(b) Laws of Wisconsin to Control.

The laws of the State of Wisconsin shall control interpretation and application of the terms and conditions of this Agreement. Venue for dispute resolution shall be in the Circuit Court for Eau Claire County.
(c) Integration.

Notwithstanding prior written agreements or understandings between the parties hereto pertaining to the subject matter hereof, this Agreement shall constitute the complete understanding and agreement of the parties hereto.
(d) Notices.

Notices required or deemed to be advisable under the terms of this Agreement shall be personally delivered or mailed by first class mail to the following representatives of the parties hereto:

$$
\text { To the City: } \quad \begin{aligned}
& \text { Mike Golat } \\
& \text { City Administrator } \\
& \text { 1303 Lynn Avenue } \\
& \text { Altoona, WI 54720 } \\
& \text { (715) 839-6092 } \\
& \\
& \\
& \text { (715) 839-1800 (fax) }
\end{aligned}
$$

To the Developer: Connie Biedron<br>Superintendent<br>School District of Altoona

$7117^{\text {th }}$ St. West
Altoona, WI 54720
(715) 839-6031
(e) Assignment.

Developer shall have no right, expressed or implied, to assign its rights and interest under this Agreement, without written consent of the City, which consent may be withheld.
(f) Binding Effect.

All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both City and Developer.
(g) Waiver.

No waiver of any default by Developer hereunder shall be implied from any omission by City to take any action on account of such default if such default persists or is repeated and no express waiver shall effect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
(h) Separability.

Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first written above.

## FOR: School District of Altoona, WI

By:
Helen Drawbert
Title: $\qquad$

FOR: $\quad$ City Of Altoona

By:
Jack E. Blackburn, Mayor

Attest:
Cindy Bauer, City Clerk

ACKNOWLEDGMENT: Short, Elliot and Hendrickson (Developer's Engineer)

By:
Title: $\qquad$

Attachments:

Attachment A: Special Conditions for Subdivision Development
Attachment B: Construction Plans and Specifications
Attachment C: Construction Schedule

## (1) SUBDIVISION INFORMATION

| SUBDIVISION: | School District of Altoona, New Elementary School |  |
| :--- | :--- | :--- |
|  |  |  |
| DEVELOPER | (Name): | School District of Altoona |
|  | (Address): | $7117^{\text {th }}$ Street West |
|  | (Telephone): | Altoona, WI 54720 |
|  | 715-839-6032 |  |
|  | (Contact Person): Connie Biedron |  |

ENGINEER (Name): Short Elliot Hendrickson Inc.
(Address): 10 N. Bridge Street
Chippewa Falls, WI 54729
(Telephone): 715-720-6200
(Contact Person): Randy Sanford

## CONTRACTOR

(Name): Haas Sons, Inc.
(Address): 203 E. Birch Street
Thorp, WI 54771
(Telephone): 715-669-5469
(Contact Person): Steve Haas or Darrell Haas

## PERFORMANCE GUARANTEE

Type: Letter of Credit
Amount: \$
FINANCIAL INSTITUTION
N/A

## (2) SCOPE OF WORK

Items to be completed by Developer, at Developer's expense, unless otherwise specified, under the terms of this Agreement and covered by the Performance Guarantee.
(a) The Developer shall provide all site grading, sidewalk construction, erosion and sediment control, potable water systems, storm drainage facilities, sanitary sewers, street improvements, trails and other miscellaneous work in conformance with City standards and approved plans and specifications as necessary.
(b) The Developer shall pay to the City the actual cost incurred by the City for civil plan review and approval.
(c) The Developer shall provide, describe, and dedicate all required easements and rights-of-way to the City for public use including: All roadway(s), paths, future roadways, drainage and/or utility easements, and public outlots/park space, should any exist. The aforementioned easements shall be prepared by Developer and provided to the City for review and approval prior to recording.
(d) The Developer shall assure that iron monuments are placed at all lot and block corners, and at all angle points on the boundary lines. Iron monuments shall be in place after all construction work has been completed in order to preserve the lot markers.
(e) The Developer shall be responsible for all street maintenance until streets are accepted by the City. Warning signs consistent with applicable standards shall be placed when hazards develop in streets or sidewalks / pathways to prevent or hinder travel by the public. If and when streets become impassable, such streets shall be barricaded and closed upon providing notice to the City and getting approval for such closures. The Developer shall be responsible for keeping streets within and outside of the project swept clean of dirt and debris that may spill or wash onto the streets from the construction operations. The Developer may request, in writing, that the City keep the streets open during winter months by plowing snow prior to final acceptance of said streets. The City may plow the streets at their sole discretion. The City shall not be responsible for repairing any damage caused by snowplow operations. Snow plowing services do not constitute final acceptance of the streets.
(f) The Developer shall be responsible for assuring sediment and erosion control best management practices are implemented during all construction activities including construction of homes. Developer shall also be responsible for the cleaning of the storm drainage facilities, storm sewers, ditches, ponds, etc., necessitated by erosion from the project. The Developer's Performance Guarantee shall cover all required maintenance costs. The Developer shall be responsible to maintain erosion control measures until all work identified in this Agreement, including the construction of homes has been completed. The Developer shall remove all sediments attributed to this development that accumulate in downstream drainage facilities prior to the final release of the Performance Guarantee. Sediments attributed to this development shall include sediment generated from building sites within and adjacent to the development that the

Developer releases for clearing and construction prior to the completion of the work identified in this Agreement.
(g) The Developer and/or its Prime Contractor at their sole expense, as the case may be, shall televise all sanitary \& storm sewers upon completion of construction and supply the City with the video. Contractor shall also mandrel the sewers to confirm grade and alignment. It is suggested that the televising be done prior to placing the final lift of asphaltic surfacing in case sections needing corrective action are discovered:
(h) Sidewalks and Trails

Sidewalks and trails shall be constructed in accordance with the final approved plans.
(i) The Developer shall be responsible for requests for underground utility locates for work covered under this Agreement until the City receives the as-built record drawings, plans and files for the completed work. The Developer shall notify local private utilities and direct them to contact the Developer for utility locates within the actual work limits of this Agreement. The City will continue to be responsible for locating City utilities that were accepted by the City prior to the date of this Agreement and were not modified by this Agreement. The local private utilities include cable television, electric, gas, telephone, and other local communications companies.
(j) Rock excavation shall comply with the City engineer's standard specifications.
(k) Developer shall be responsible for and pay all costs associated with the installation of temporary traffic control signage. The City shall purchase and install the permanent street names and traffic control signs, if any, and the Developer agrees to reimburse the City for those costs. Sign type and placement shall be determined by the City.
(1) All of the required improvements must be completed within one (1) year from the date of this Agreement.
(m) The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.
(n) Reductions in the Performance Guarantee may be authorized and approved based on the following conditions:

1. As work progresses on installation of required improvements constructed as part of this Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of Performance Guarantee as hereinafter provided. When portions of construction of the required improvements (water, sanitary sewer, street, sidewalk, greenway or other improvements) are completed by the Developer and determined acceptable by the Director of Public Works, the City Administrator for the City is authorized, upon submission of lien waivers by the Developer's Contractors, to reduce the amount of the Performance Guarantee. The amount of the Performance Guarantee may be reduced at the time all underground utilities are installed, tested, and accepted by the City.
2. The amount of the Performance Guaranty remaining shall be equal to one hundred twenty-five percent (125\%) of the estimate of the Director of Public Works of costs of required improvements remaining to be completed and accepted and to insure performance against defects in workmanship and materials on work accepted. When the construction on the major components of required improvements has been substantially completed, except for work which cannot be completed because of weather conditions or other reasons which, in the judgment of the Director of Public Works are valid for noncompletion, the City Administrator of City is authorized to accept a reduction in the amount of the Performance Guarantee to an amount which, in the estimate of the Director of Public Works, is sufficient to cover the work remaining to be completed for the required improvements, including performance of the one (1) year warranty and guarantee period against defects in workmanship and materials. As a further guarantee that all obligations under this Agreement for the required improvements are satisfied, the Director of Public Works shall approve, prior to the commencement of construction of the required improvements, the Contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated. The Common Council of City, at its option, may extend the Performance Guarantee period for additional periods not to exceed one (1) year each.
(o) The Developer shall furnish the City of Altoona DPW/Public Works Director a copy of the fully signed final survey with easements, as-built record drawings, plans and files, summary of final project costs, and stamped/signed final plans, specifications, and copies of all required agency approvals including, but not limited to, WDNR, COE, Eau Claire County, etc., prior to the first reduction of the Performance Guarantee.

Upon completion of construction of necessary streets and utilities within a newly developed subdivision, the Developer shall provide the City with the following information regarding the construction:

1. Street Construction:
(a) Total length of street constructed, in feet, listed individually by street name.
(b) Total cost of street constructed, listed individually by street name.

Cost should include mobilization, traffic control, excavation, crushed aggregate, pavement, sidewalks, street markings, signing, restoration and incidentals
(c) Total length of concrete curb and gutter installed, in feet, listed individually by street name
(d) Total cost of curb and gutter installed, listed individually by street name.
2. Public Storm Sewer Systems:
(a) Total cost of storm sewer constructed, including catch basins.
(b) Total cost of any public storm water detention structure(s) constructed.
3. Water and Sanitary Sewer:
(a) Total footage, size and cost of all water main constructed, listed by street name on which installed. Also include type of water main material used.
(b) Total number, size and cost of all fire hydrants constructed.
(c) Total number, size and cost of all water laterals installed. Include cost of curb stops and curb boxes. Also include type of material used for laterals.
(d) Total footage, size and cost of all sanitary sewer main constructed, listed by street name on which installed. Also include type of sewer main material used.
(e) Total number, size and cost of all sanitary sewer services installed. Also include type of material used for services.

All of the above costs should include the Developer's applicable engineering costs.
This information is necessary as the City is required under GASB 34 to include the cost of all infrastructure in its financial reports, including that infrastructure that was contributed by Developer.

## (3) SPECIAL CONDITIONS

## A. Cost Sharing

Consistent with Chapter 13 of Altoona Municipal Code, and in order to provide excess infrastructure capacity for anticipated future development and growth, the City agrees to pay a proportionate share of the construction costs for the infrastructure necessary to facilitate Developer's development of the Real Estate. For the avoidance of doubt, the City is only paying for that portion of the infrastructure construction costs that is above and beyond what would have otherwise been required by Developer to facility Developer's development of the Real Estate. The City's proportionate share of the infrastructure construction project was calculated as follows:

1. SEH, engineer for the development contemplated herein, estimated the following costs for upgrading the infrastructure being constructed and installed at the Real Estate by Developer to accommodate City's anticipated future development in proximity to the Real Estate: (i) upsizing the water and sewer mains; (ii)
constructing a sewer pump station and force main, upsized to accommodate anticipated future development; and (iii) related engineering and professional services required to design a regional utility solution.
2. City staff reviewed the estimated upgrade costs provided by SEH, revised the estimates and met with Developer representatives.
3. City and Developer mutually agreed, after arms-length negotiations, that the cost estimates for the infrastructure construction project were equitable.
4. The resultant, mutually agreed upon proportionate share schedule for the infrastructure construction project was agreed to by City and Developer:

| Developer Share: | $69 \%$ | $(\$ 579,000$ estimated $)$ |
| :--- | :--- | :--- |
| City Share: | $31 \%$ | $(\$ 260,500$ estimated $)$ |

By this Agreement, City and Developer do hereby agree to pay their proportionate share of the actual cost of the infrastructure improvement project based on the percentages noted above. Upon final approval of the infrastructure improvement plans by both Developer and City, Developer will bid the project and enter into any necessary contract(s) with a qualified contractor (which contractor shall be approved by City). Developer will pay the contractor for such work and bill the City for reimbursement of its proportionate share of the project, such payment being due by City within thirty (30) days from receipt of the bill. Developer shall also provide City with evidence of payment to the contractor, along with a detailed summary of work completed in relation to such bill.

## B. Land Purchase for Water Tower and Well

To accommodate anticipated growth and development, the City anticipates it will, at some time in the future, need to construct an additional water well and water tower. Developer owns excess property at the development which City has deemed suitable for constructing a well and/or water tower improvements.

By this Agreement, Developer agrees to sell to City, and City agrees to purchase from Developer, a 3.8 acre parcel of the Real Estate for a purchase price of Twenty Thousand and 00/100 Dollars ( $\$ 20,000.00$ ) per acre, for a total of Seventy Six Thousand and $00 / 100$ Dollars ( $\$ 76,000.00$ ). City and Developer agree to enter into a purchase sale agreement setting for the details of such transaction and specifically identifying the portion of the Real Estate to be purchased by City.

## C. Easements

Developer shall be responsible for acquiring all easements necessary to accommodate location of public utilities, such easements subject to City approval. The Developer shall convey those easements to the City.

## (4) ESTIMATE OF COST \& COMPUTATION OF PERFORMANCE GUARANTEE

## ESTIMATED CONSTRUCTION COST:

> Total ............................................................................... \$ 839,500

## PERFORMANCE GUARANTEE COMPUTATION:

Construction Cost
\$839,500
Engineering and Inspection ........................Included in Construction Cost
Contingency .................................................Included in Construction Cost
Total
\$839,500
Total X 125\%............................................................................. \$1,049,375
infrastructure is constructed in conformance with the City's specifications. The agreement also requires a surety in the amount of $125 \%$ of the estimated project cost.

There are three special provisions that I want to bring to your attention that are addressed towards the end of the agreement as follows:

1. Cost Sharing Provision: The agreement specifies the City will pay $31 \%$ of the cost of the project in order to provide capacity to support future development. The estimated cost total cost of the project is $\$ 839,500$ and the City's estimated contribution is $\$ 260,500$, while the School District's estimated share is $\$ 579,000$.
2. Land Purchase: The School District owns property that is suitable for development of a new well and construction of a water tower. The agreement specifies that the City and School District will proceed towards entering into a purchase sale agreement wherein the School District will sell 3.8 acres of property to the City for $\$ 20,000$ per acres-total price $\$ 76,000$.
3. Easements: The School District is responsible for acquiring and conveying all necessary utility easements.

Suggested motion: I move to approve/not approve the Development Agreement between the City of Altoona and the School District of Altoona.

ITEM 9 - Discuss/consider approval of a request to modify Chapter 19.58 Regulations regarding Business Directory Signs to permit electronic changeable copy. (Will be discussed at the May 11, 2015 Plan Commission meeting).

The City has received a request to modify an existing Business Directory Sign at 2411 North Hillcrest Parkway (parcel \#201-1052-09-120) to be retro-fitted with electronic, changeable copy.

Regarding this matter, three definitions are worth noting (in part) in Section 19.58.030 of the Altoona Municipal Code:

1. A "Directory sign means a sign which is limited to the listing and identification of four or more businesses within a principal building"...etc.
2. An "Identification sign...identifies the activity, business, building name, owner, or the resident...or the street address...and which sets forth no other advertisement."
3. The definition of a "Reader board sign", equates such a sign with changeable sign text (and or "copy" including graphics).

Within the R-1 "One Family Dwelling District" a "bulletin board" is permitted up to thirty two (32) square feet per sign side for a "church or school". This would reasonably be a "reader board sign" with text or copy that can be changed, and this is the only reference to such a sign outside of the definition cited above. It is reasonable to believe based on these two references to changeable copy, that such signs were intended to be subject to specific sizes or limited to certain uses within various districts. Such specific information is not currently within the text. Further, the current Municipal Code is silent with respect to electronics.

Besides those permitted for churches and schools, and those within the River Prairie Mixed Use District, the following signs exist which have changeable copy, and in some cases electronics:

1. Those which have been reviewed by the Plan Commission:

# City of Altoona, Wisconsin 

School District of Altoona, WI<br>New Elementary School

## By City of Altoona and School District of Altoona, WI

THIS AGREEMENT is entered into this $\qquad$ day of $\qquad$ , 2015, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation (City) and the School District of Altoona, WI (Developer).

WHEREAS, Developer is developing real estate within the City of Altoona for the purpose of constructing a new elementary school;

WHEREAS, City and Developer desire to enter into this Agreement in order to memorialize certain agreements made between the City and Developer with respect to the development of the Real Estate.

NOW, THEREFORE, IN CONSIDERATION of the following mutual agreements and covenants, the parties hereby agree as follows:

1. Definitions. The following definitions shall be used in interpreting and applying the terms and conditions of this Agreement:
"Causes over which the Developer has no control" shall be limited to Acts of God, including floods, drought, wind, rain, snow and other natural disasters, as well as to strikes by organized laborers.
"Contractor" shall mean the general/prime contractor and its subcontractors hired or retained by the Developer to construct one or more of the required improvements under this Agreement.
"DPW/CE" shall, at the sole option of the City, include either or both of the City's Director of Public Works or Consulting Engineer.
"Final Project Acceptance" shall mean the written approval by the City of a required improvement as being in substantial compliance with the requirements of this Agreement and applicable provisions of the City's regulations pertaining thereto. Depending upon the timing of individual aspects of the Developer's
performance, there may be one or more final project acceptances under this Agreement.
"Lot Buildout" shall mean such time as when an individual lot in the plat of Rivers Edge Subdivision shall have been improved with a home as well as with reasonable and customary lot landscaping and accouterments.
"Required Improvement" shall mean each of the required public improvements, construction of which is to be performed by the Developer under this Agreement.
2. The Developer shall, at its own expense, except as otherwise specified, construct water systems, storm drainage facilities, sanitary sewers, and street improvements including curb, sidewalks, trails, street lighting, signage, paving, landscaping, tree planting, and other improvements as specified herein. The aforementioned improvements shall be performed in strict conformity with the Altoona Municipal Code, applicable City of Altoona Standard Specifications, and, more specifically, requirements outlined in the Special Conditions for Subdivision Development. (Attachment A).
3. The Developer shall furnish the City, prior to starting any construction work, with a certified check or irrevocable letter of credit in a form approved by the City Attorney in the amount of One Hundred Twenty Five Percent (125\%) of the estimated cost of the required improvements, as a guarantee of performance by Developer (the "Performance Guarantee"). The required sum for the Performance Guarantee is set forth in Attachment A to this Agreement. It is understood that the Performance Guarantee shall guarantee all costs of the required improvements specified herein together with engineering, legal, contingency, and inspection expenses. The City shall be named beneficiary of the certified check or irrevocable letter of credit, which shall be held by the City for the duration of the project in its name.

Reduction in the Performance Guarantee may be granted upon written request by the Developer as described in Attachment A.
4. The Developer shall provide the City with plans and specifications for each of the required improvements prepared by a Registered Professional Engineer licensed in the State of Wisconsin. The plans and specifications shall be prepared in accordance with this Agreement and will be subject to review and written approval by the DPW/Public Works Director or designee. Upon written approval, said plans and specifications shall be incorporated and made a part of this Agreement as Attachment B. No deviation from the approved plans and specifications shall be permitted
unless approved in writing by the DPW/Public Works Director or designee.
5. No work shall commence on the required improvements until written approval of the plans and specifications has been obtained by Developer from City and this Agreement has been fully executed, including the provision of the required insurance and Performance Guarantee.
6. Prior to commencing development on the required improvements, the Developer shall submit, for City approval, a written progress schedule indicating the proposed order of completion of the required improvements covered by this Agreement. Upon approval, said schedule and completion dates are hereby made a part of this Agreement, as Attachment C. No deviation from this schedule shall be permitted unless approved in writing by the City. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, the City, at its discretion, may extend the completion date, and the Performance Guarantee shall be continued to cover the work performed to construct the required improvements during the extension of time. No construction (including grading) shall start until the schedule is approved.
7. The Developer shall furnish, at its own expense, except as otherwise specified herein, all engineering services for the project, including but not limited to:
(a) Preparation of complete plans and specifications for the required improvements by a registered Professional Engineer licensed to practice in the State of Wisconsin.
(b) Submittal for approval of sewer and water extensions by the Wisconsin Department of Natural Resources and Notice of Intent (NOI), as required by Wisconsin Administrative Code.
8. In addition, the Developer shall, at its own expense, furnish or perform the following:
(a) Reimbursement to the City for all costs incurred by the City or its agents to complete plan review and construction administration to assure compliance with the approved plans and specifications.
(b) Prior to construction, the Developer, Developer's Engineer, and DPW/Public Works Director and necessary City staff shall meet on the site for a pre-construction meeting.
(c) Full-time resident inspection by the Developer's Engineer during all construction operations at the Developers expense, except as otherwise specified herein. No work shall be performed within the public right-of-way unless the Developer's inspector is present on the site. The Developer's inspector shall keep daily inspection records, a copy of which shall be submitted to the DPW/Public Works Director on a weekly basis. The Developer's inspector shall be a Wisconsin Professional Engineer obtained by Developer or working under the supervision of a Wisconsin Professional Engineer obtained by Developer.
(d) Upon completion of the required improvements, provision to the City of a full set of as-built record drawings, plans and files in electronic format as well as a summary of all project costs. Said as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance. The Performance Guarantee will not be released until the as-builts are received.
(e) Upon completion of the required improvements, the Developer shall provide the City with applicable testing results showing all applicable standards have been met prior to acceptance of the required improvements by the City.
9. The City shall not exercise direct supervision and inspection of the required improvements during the construction operations. The DPW/Public Works Director, or designated representative, may make periodic visits to the site of the required improvements and may require that certain tests be made to assure compliance with City standards and the approved plans and specifications. The City shall work with the Developer's Engineer as the official representative of the Developer concerning engineering and construction matters.
10. The Developer agrees that the required improvements shall be completed to the highest quality and performed in a workmanlike manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the City. All materials, labor and workmanship shall be subject to the inspection and approval of the City or a duly authorized representative of the City. Any material or labor rejected by the City as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the City. Said removals and replacements shall be at the sole expense of the Developer.
11. Upon completion of all the required improvements, the DPW/Public Works Director, a representative of the Prime Contractor, and a representative of the Developer's Engineer, shall make a final inspection of the required improvements. Before final payment is made to the Prime Contractor by the Developer, the DPW/Public Works Director shall be
satisfied that all work has been completed in accordance with the approved plans and specifications. The Developer's Engineer shall submit a written statement attesting to the same prior to final project acceptance by the DPW/Public Works Director. The Developer shall be responsible for scheduling the final inspection and for receiving a written final acceptance of all the required improvements from the DPW/Pubblic Works Director.
12. The Developer shall warrant and guarantee its own and its Contractor(s) performance as well as all materials supplied by its Contractor(s) and all of the work furnished under this Agreement against any defect in workmanship of material for a period of one (1) year, except that all concrete work shall be warranted and guaranteed for (3) three years, following the date of final project acceptance of the required improvements by the City. Under this warranty and guarantee the Developer agrees to make repair and/or replace, as the case may be, without delay, at his own expense, any failure of any such work due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall repair and/or replace, as the case may be, any damage to any part of the work caused by such failure.
13. Insurance Requirements.
(a) Developer shall assure its Contractor procures and maintains for the duration of the construction insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Prime Contractor, his agents, representative, employees or subcontractors.
(b) Minimum Scope of Insurance.

Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, "occurrence" form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 "any auto" and endorsement CA 0025. Workers' compensation insurance, as required in Wisconsin State Statutes, and employer's liability insurance.
(c) Minimum Limits of Insurance.

Developer shall assure its Prime Contractor maintains limits no less than general liability: $\$ 1,000,000$ combined single limit per occurrence for bodily injury, personal injury and property damage. A combination of primary and excess to meet this limit is
acceptable. Automobile liability: $\$ 1,000,000$ combined single limit per accident for bodily injury and property damage. Workers' compensation and employers' liability: Workers' compensation limits as required by Wisconsin State Statutes and employer's liability limits of $\$ 500,000$ per accident.
(d) Verification of Coverage.

The Developer shall furnish the City with certificates of insurance as evidence of the required coverages which shall name the City as an additional insured. All such insurance shall be at Developer's expense and provide for non-cancellation without thirty (30) day written notice to City and Developer. The certificates must be received and approved by the City before work commences. The City reserves the right to require, and the Developer shall furnish, complete and certified copies of all required insurance policies, as requested from the City from time to time. The City's failure to notice or notify the Developer of any coverage deficiencies that may be apparent in the documents submitted to the City shall not relieve the Developer of responsibility to provide coverage's required in this Agreement.
14. Indemnification.

The Developer agrees that it shall indemnify, save and hold harmless the City, its agents and employees of and from any and all claims, demands, actions, causes of action of whatsoever nature or character arising out of or by reason of the Developer or its Contractor's development of the Real Estate, construction of the required improvements and performance under this Agreement. It is hereby understood and agreed that any and all employees of the Developer and its Contractor and all other persons employed by the Developer and its Contractor in the performance of services under this Agreement, shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Wisconsin on behalf of said employees while so engaged shall be the sole responsibility of the Developer and its Contractor, as the case may be. Any and all claims made by any third parties as a consequence of any act or omission on the part of Developer's or Contractor's employees while so engaged in the performance of these services to be rendered herein by the Developer and its Contractor, shall in no way be the obligation or responsibility of the City.
15. It is understood by the Developer that all of the required public improvements shall, upon final project acceptance, become City improvements for use by and accommodation of the general public. Developer further agrees to abide by all applicable state laws related to construction of public infrastructure.
16. Attachment A, attached hereto, is incorporated into and made a part of this Agreement by reference. (SPECIAL CONDITIONS FOR SUBDIVISION DEVELOPMENT)
17. Attachment B, attached hereto and incorporated herein by reference, are the approved Construction Plans and Specification documents.
18. Attachment C , attached hereto and incorporated herein by reference, is a construction schedule submitted by the Developer and approved by the City.
19. Miscellaneous Terms and Conditions.
(a) Variances between Code and Agreement.

Should there be any discrepancies or variances between the requirements of the Altoona Municipal Code and this Agreement, this Agreement shall control to the extent of those variances.
(b) Laws of Wisconsin to Control.

The laws of the State of Wisconsin shall control interpretation and application of the terms and conditions of this Agreement. Venue for dispute resolution shall be in the Circuit Court for Eau Claire County.
(c) Integration.

Notwithstanding prior written agreements or understandings between the parties hereto pertaining to the subject matter hereof, this Agreement shall constitute the complete understanding and agreement of the parties hereto.
(d) Notices.

Notices required or deemed to be advisable under the terms of this Agreement shall be personally delivered or mailed by first class mail to the following representatives of the parties hereto:

$$
\text { To the City: } \quad \begin{aligned}
& \text { Mike Golat } \\
& \text { City Administrator } \\
& \text { 1303 Lynn Avenue } \\
& \text { Altoona, WI 54720 } \\
& \text { (715) 839-6092 } \\
& \\
& \\
& \text { (715) 839-1800 (fax) }
\end{aligned}
$$

To the Developer: Connie Biedron<br>Superintendent<br>School District of Altoona

$7117^{\text {th }}$ St. West
Altoona, WI 54720
(715) 839-6031
(e) Assignment.

Developer shall have no right, expressed or implied, to assign its rights and interest under this Agreement, without written consent of the City, which consent may be withheld.
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(g) Waiver.

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(h) Separability.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first written above.

## FOR: School District of Altoona, WI

By:
Helen Drawbert
Title: $\qquad$

FOR: $\quad$ City Of Altoona

By:
Jack E. Blackburn, Mayor

Attest:
Cindy Bauer, City Clerk

ACKNOWLEDGMENT: Short, Elliot and Hendrickson (Developer's Engineer)

By:
Title: $\qquad$

Attachments:

Attachment A: Special Conditions for Subdivision Development
Attachment B: Construction Plans and Specifications
Attachment C: Construction Schedule

## (1) SUBDIVISION INFORMATION

| SUBDIVISION: | School District of Altoona, New Elementary School |  |
| :--- | :--- | :--- |
|  |  |  |
| DEVELOPER | (Name): | School District of Altoona |
|  | (Address): | $7117^{\text {th }}$ Street West |
|  | (Telephone): | Altoona, WI 54720 |
|  | 715-839-6032 |  |
|  | (Contact Person): Connie Biedron |  |

ENGINEER (Name): Short Elliot Hendrickson Inc.
(Address): 10 N. Bridge Street
Chippewa Falls, WI 54729
(Telephone): 715-720-6200
(Contact Person): Randy Sanford

## CONTRACTOR

(Name): Haas Sons, Inc.
(Address): 203 E. Birch Street
Thorp, WI 54771
(Telephone): 715-669-5469
(Contact Person): Steve Haas or Darrell Haas

## PERFORMANCE GUARANTEE

Type: Letter of Credit
Amount: \$
FINANCIAL INSTITUTION
N/A

## (2) SCOPE OF WORK

Items to be completed by Developer, at Developer's expense, unless otherwise specified, under the terms of this Agreement and covered by the Performance Guarantee.
(a) The Developer shall provide all site grading, sidewalk construction, erosion and sediment control, potable water systems, storm drainage facilities, sanitary sewers, street improvements, trails and other miscellaneous work in conformance with City standards and approved plans and specifications as necessary.
(b) The Developer shall pay to the City the actual cost incurred by the City for civil plan review and approval.
(c) The Developer shall provide, describe, and dedicate all required easements and rights-of-way to the City for public use including: All roadway(s), paths, future roadways, drainage and/or utility easements, and public outlots/park space, should any exist. The aforementioned easements shall be prepared by Developer and provided to the City for review and approval prior to recording.
(d) The Developer shall assure that iron monuments are placed at all lot and block corners, and at all angle points on the boundary lines. Iron monuments shall be in place after all construction work has been completed in order to preserve the lot markers.
(e) The Developer shall be responsible for all street maintenance until streets are accepted by the City. Warning signs consistent with applicable standards shall be placed when hazards develop in streets or sidewalks / pathways to prevent or hinder travel by the public. If and when streets become impassable, such streets shall be barricaded and closed upon providing notice to the City and getting approval for such closures. The Developer shall be responsible for keeping streets within and outside of the project swept clean of dirt and debris that may spill or wash onto the streets from the construction operations. The Developer may request, in writing, that the City keep the streets open during winter months by plowing snow prior to final acceptance of said streets. The City may plow the streets at their sole discretion. The City shall not be responsible for repairing any damage caused by snowplow operations. Snow plowing services do not constitute final acceptance of the streets.
(f) The Developer shall be responsible for assuring sediment and erosion control best management practices are implemented during all construction activities including construction of homes. Developer shall also be responsible for the cleaning of the storm drainage facilities, storm sewers, ditches, ponds, etc., necessitated by erosion from the project. The Developer's Performance Guarantee shall cover all required maintenance costs. The Developer shall be responsible to maintain erosion control measures until all work identified in this Agreement, including the construction of homes has been completed. The Developer shall remove all sediments attributed to this development that accumulate in downstream drainage facilities prior to the final release of the Performance Guarantee. Sediments attributed to this development shall include sediment generated from building sites within and adjacent to the development that the

Developer releases for clearing and construction prior to the completion of the work identified in this Agreement.
(g) The Developer and/or its Prime Contractor at their sole expense, as the case may be, shall televise all sanitary \& storm sewers upon completion of construction and supply the City with the video. Contractor shall also mandrel the sewers to confirm grade and alignment. It is suggested that the televising be done prior to placing the final lift of asphaltic surfacing in case sections needing corrective action are discovered:
(h) Sidewalks and Trails

Sidewalks and trails shall be constructed in accordance with the final approved plans.
(i) The Developer shall be responsible for requests for underground utility locates for work covered under this Agreement until the City receives the as-built record drawings, plans and files for the completed work. The Developer shall notify local private utilities and direct them to contact the Developer for utility locates within the actual work limits of this Agreement. The City will continue to be responsible for locating City utilities that were accepted by the City prior to the date of this Agreement and were not modified by this Agreement. The local private utilities include cable television, electric, gas, telephone, and other local communications companies.
(j) Rock excavation shall comply with the City engineer's standard specifications.
(k) Developer shall be responsible for and pay all costs associated with the installation of temporary traffic control signage. The City shall purchase and install the permanent street names and traffic control signs, if any, and the Developer agrees to reimburse the City for those costs. Sign type and placement shall be determined by the City.
(1) All of the required improvements must be completed within one (1) year from the date of this Agreement.
(m) The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.
(n) Reductions in the Performance Guarantee may be authorized and approved based on the following conditions:

1. As work progresses on installation of required improvements constructed as part of this Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of Performance Guarantee as hereinafter provided. When portions of construction of the required improvements (water, sanitary sewer, street, sidewalk, greenway or other improvements) are completed by the Developer and determined acceptable by the Director of Public Works, the City Administrator for the City is authorized, upon submission of lien waivers by the Developer's Contractors, to reduce the amount of the Performance Guarantee. The amount of the Performance Guarantee may be reduced at the time all underground utilities are installed, tested, and accepted by the City.
2. The amount of the Performance Guaranty remaining shall be equal to one hundred twenty-five percent (125\%) of the estimate of the Director of Public Works of costs of required improvements remaining to be completed and accepted and to insure performance against defects in workmanship and materials on work accepted. When the construction on the major components of required improvements has been substantially completed, except for work which cannot be completed because of weather conditions or other reasons which, in the judgment of the Director of Public Works are valid for noncompletion, the City Administrator of City is authorized to accept a reduction in the amount of the Performance Guarantee to an amount which, in the estimate of the Director of Public Works, is sufficient to cover the work remaining to be completed for the required improvements, including performance of the one (1) year warranty and guarantee period against defects in workmanship and materials. As a further guarantee that all obligations under this Agreement for the required improvements are satisfied, the Director of Public Works shall approve, prior to the commencement of construction of the required improvements, the Contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated. The Common Council of City, at its option, may extend the Performance Guarantee period for additional periods not to exceed one (1) year each.
(o) The Developer shall furnish the City of Altoona DPW/Public Works Director a copy of the fully signed final survey with easements, as-built record drawings, plans and files, summary of final project costs, and stamped/signed final plans, specifications, and copies of all required agency approvals including, but not limited to, WDNR, COE, Eau Claire County, etc., prior to the first reduction of the Performance Guarantee.

Upon completion of construction of necessary streets and utilities within a newly developed subdivision, the Developer shall provide the City with the following information regarding the construction:

1. Street Construction:
(a) Total length of street constructed, in feet, listed individually by street name.
(b) Total cost of street constructed, listed individually by street name.

Cost should include mobilization, traffic control, excavation, crushed aggregate, pavement, sidewalks, street markings, signing, restoration and incidentals
(c) Total length of concrete curb and gutter installed, in feet, listed individually by street name
(d) Total cost of curb and gutter installed, listed individually by street name.
2. Public Storm Sewer Systems:
(a) Total cost of storm sewer constructed, including catch basins.
(b) Total cost of any public storm water detention structure(s) constructed.
3. Water and Sanitary Sewer:
(a) Total footage, size and cost of all water main constructed, listed by street name on which installed. Also include type of water main material used.
(b) Total number, size and cost of all fire hydrants constructed.
(c) Total number, size and cost of all water laterals installed. Include cost of curb stops and curb boxes. Also include type of material used for laterals.
(d) Total footage, size and cost of all sanitary sewer main constructed, listed by street name on which installed. Also include type of sewer main material used.
(e) Total number, size and cost of all sanitary sewer services installed. Also include type of material used for services.

All of the above costs should include the Developer's applicable engineering costs.
This information is necessary as the City is required under GASB 34 to include the cost of all infrastructure in its financial reports, including that infrastructure that was contributed by Developer.

## (3) SPECIAL CONDITIONS

## A. Cost Sharing

Consistent with Chapter 13 of Altoona Municipal Code, and in order to provide excess infrastructure capacity for anticipated future development and growth, the City agrees to pay a proportionate share of the construction costs for the infrastructure necessary to facilitate Developer's development of the Real Estate. For the avoidance of doubt, the City is only paying for that portion of the infrastructure construction costs that is above and beyond what would have otherwise been required by Developer to facility Developer's development of the Real Estate. The City's proportionate share of the infrastructure construction project was calculated as follows:

1. SEH, engineer for the development contemplated herein, estimated the following costs for upgrading the infrastructure being constructed and installed at the Real Estate by Developer to accommodate City's anticipated future development in proximity to the Real Estate: (i) upsizing the water and sewer mains; (ii)
constructing a sewer pump station and force main, upsized to accommodate anticipated future development; and (iii) related engineering and professional services required to design a regional utility solution.
2. City staff reviewed the estimated upgrade costs provided by SEH, revised the estimates and met with Developer representatives.
3. City and Developer mutually agreed, after arms-length negotiations, that the cost estimates for the infrastructure construction project were equitable.
4. The resultant, mutually agreed upon proportionate share schedule for the infrastructure construction project was agreed to by City and Developer:

| Developer Share: | $69 \%$ | $(\$ 579,000$ estimated $)$ |
| :--- | :--- | :--- |
| City Share: | $31 \%$ | $(\$ 260,500$ estimated $)$ |

By this Agreement, City and Developer do hereby agree to pay their proportionate share of the actual cost of the infrastructure improvement project based on the percentages noted above. Upon final approval of the infrastructure improvement plans by both Developer and City, Developer will bid the project and enter into any necessary contract(s) with a qualified contractor (which contractor shall be approved by City). Developer will pay the contractor for such work and bill the City for reimbursement of its proportionate share of the project, such payment being due by City within thirty (30) days from receipt of the bill. Developer shall also provide City with evidence of payment to the contractor, along with a detailed summary of work completed in relation to such bill.

## B. Land Purchase for Water Tower and Well

To accommodate anticipated growth and development, the City anticipates it will, at some time in the future, need to construct an additional water well and water tower. Developer owns excess property at the development which City has deemed suitable for constructing a well and/or water tower improvements.

By this Agreement, Developer agrees to sell to City, and City agrees to purchase from Developer, a 3.8 acre parcel of the Real Estate for a purchase price of Twenty Thousand and 00/100 Dollars ( $\$ 20,000.00$ ) per acre, for a total of Seventy Six Thousand and $00 / 100$ Dollars ( $\$ 76,000.00$ ). City and Developer agree to enter into a purchase sale agreement setting for the details of such transaction and specifically identifying the portion of the Real Estate to be purchased by City.

## C. Easements

Developer shall be responsible for acquiring all easements necessary to accommodate location of public utilities, such easements subject to City approval. The Developer shall convey those easements to the City.

## (4) ESTIMATE OF COST \& COMPUTATION OF PERFORMANCE GUARANTEE

## ESTIMATED CONSTRUCTION COST:

> Total ............................................................................... \$ 839,500

## PERFORMANCE GUARANTEE COMPUTATION:

Construction Cost
\$839,500
Engineering and Inspection ........................Included in Construction Cost
Contingency .................................................Included in Construction Cost
Total
\$839,500
Total X 125\%............................................................................. \$1,049,375

Document A133"' - 2009

## Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 1st day of April in the year 2015
(In words, indicate day, month and year.)
BETWEEN the Owner:
(Name, legal status and address)
School District of Altoona
Attn: Dr. Connie Biedron
$8097^{\text {th }}$ St. W.
Altoona, WI 54720
Billing Contact: Mike Markgren
and the Construction Manager:
(Name, legal status and address)
Market \& Johnson, Inc.
2350 Galloway Street
P.O. Box 630

Eau Claire, WI 54702-0630
for the following Project:
(Name and address or location)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201 ${ }^{\text {TM }}-2007$, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Construction Management for new elementary school located at "Highway KB" site and remodeling of existing middle school and high school. Architectural services provided outside this contract.

The Architect:
(Name, legal status and address)
Architectural Design Group
Attn: David Cihasky
Banbury Place
Building D04 Suite202 Mailbox 2
800 Wisconsin Street
Eau Claire, WI 54703

The Owner's Designated Representative:
(Name, address and other information)
Dr. Connie Biedron

The Construction Manager's Designated Representative: (Name, address and other information)

Justin Geissler

The Architect's Designated Representative:
(Name, address and other information)
David Cihasky

The Owner and Construction Manager agree as follows.

## TABLE OF ARTICLES

1 GENERAL PROVISIONS
CONSTRUCTION MANAGER'S RESPONSIBILITIES
3 OWNER'S RESPONSIBILITIES
4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

## SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

## ARTICLE 1 GENERAL PROVISIONS

## § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

## § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201 ${ }^{\mathrm{TM}}-2007$, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

## § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

## § 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

## § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

## § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

## § 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.
§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager
shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

## § 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

## § 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, prevailing wage laws, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

## § 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.
§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
. 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
. 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
. 5 A date by which the Owner must accept the Guaranteed Maximum Price.
§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.
§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.
§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.
§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

## § 2.3 Construction Phase <br> § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

## § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect.
The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.
§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.
§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.
§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.
§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.
§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

## § 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## § 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## ARTICLE 3 OWNER'S RESPONSIBILITIES

## § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.
§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

## § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103 ${ }^{\mathrm{TM}}-2007$, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:
§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

## No Preconstruction Fee

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within N/A ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.
§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the
mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

## § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty $(30 \quad)$ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)
$1 \%$ per month annualized

## ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.
§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Contractor's Fee is $2.25 \%$ of the Cost of the Work. This includes the Contractor's corporate overhead, the project principal, and corporate profit.
§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:
Cost of the Work plus $2.25 \%$
§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontract work will be bid out.
§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed one hundred twenty five percent
( $125 \%$ ) of the standard rate paid at the place of the Project.
§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)
Item Units and Limitations Price per Unit (\$0.00)

## § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)
§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

## § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.
§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.
§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.
§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1 .2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

## § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.
§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

## § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Refer to Article 11 for agreed upon labor rates.
§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval. Refer to Article 11 for further clarification.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)
§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Refer to Article 11 for further clarification.
§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.
§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

## § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

## § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
§ 6.4.2 Costs of materials described in the preceding Section 6.4 .1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.
§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.
§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.
§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.
§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

## § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.
§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the
Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

## § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:
. 1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
.2 Expenses of the Construction Manager's principal office and offices other than the site office;
. 3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
. 4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
. 6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
. 7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
. 8 Costs for services incurred during the Preconstruction Phase.

## § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.
§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9 .1 shall be credited to the Owner as a deduction from the Cost of the Work.

## § 6.10 Related Party Transactions

$\S$ 6.10.1 For purposes of Section 6.10 , the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.
§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

## § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

## § 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.
§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th
day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty $(30)$ days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)
§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.
§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
. 1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
. 2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
. 3 Add the Construction Manager's Fee, less retainage of five percent ( $5 \%$ ). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
. 4 Subtract retainage of five percent ( $5 \%$ ) from that portion of the Work that the Construction Manager self-performs;
.5 Subtract the aggregate of previous payments made by the Owner;
. 6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
. 7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.
§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when
. 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
. 3 a final Certificate for Payment has been issued by the Architect.
The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner shall pay the full amount with the exception of the value of any uncompleted work. The Owner may withhold two times the value of any uncompleted work as retention until such time the work has been completed.
§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5 .1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.
§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30 -day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.
§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond<br>Each Occurrence<br>General Aggregate<br>Personal \& Ad Injury<br>Products Completed<br>Property Deductible per Occurrence<br>Property Aggregate Deductible<br>Automobile Liability<br>Umbrella Excess Liability

## ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.
§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)
[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201-2007
[ ] Litigation in a court of competent jurisdiction
[ ] Other: (Specify)

## § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

## ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price
§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.
§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no
event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1 .
§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:
.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
. 2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.
§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.
§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

## § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

## § 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## § 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## § 11.5 Other provisions:

11.5.1 Refer to Article 6 of AIA A201 General Conditions of the Contract. The Owner, at its option, may elect to perform work itself or subcontract work directly if the Contractor is not able to award work to the lowest qualified bidder. The Contractor will notify the Owner if this occurs.

## 11.5 .2 <br> Labor Rates: Market \& Johnson labor rates are based on current collective bargaining arrangements and are subject to change.

Rates thru May 31, 2015

| Trade | Billing Rate | Billing Rate OT | Billing Rate DT |
| :--- | :---: | :---: | :---: |
| EAU CLAIRE |  |  |  |
| SUPT PLUS | 74.88 | 101.76 | 128.63 |
| PROJ SUPERINTENDENT | 73.37 | 99.52 | 125.68 |
| CARP FORE | 71.85 | 97.29 | 122.73 |
| CARP SUBFORE | 70.34 | 95.06 | 119.77 |
| CARPENTER | 68.07 | 91.71 | 115.34 |
| MILLWRIGHT FORE | 74.51 | 101.19 | 127.86 |
| MILLWRIGHT | 70.73 | 95.61 | 120.48 |
| LABORER FORE | 57.21 | 75.98 | 94.75 |
| LABORER | 55.68 | 73.73 | 91.78 |
| MASON TENDER PREM FORE | 59.49 | 79.35 | 99.20 |
| MASON TENDER PREMIUM | 57.97 | 77.10 | 96.23 |
| MASON TENDER FORE | 57.59 | 76.54 | 95.49 |
| MASON TENDER | 56.06 | 74.29 | 92.52 |
| FORKLIFT OPERATOR | 71.43 | 96.92 | 122.41 |
| BRICK COORDIN | 74.71 | 99.77 | 124.82 |
| BRICK SUPT | 73.09 | 97.37 | 121.66 |
| BRICK FORE | 73.09 | 97.37 | 121.66 |
| BRICK SUBFORE | 70.80 | 94.01 | 117.21 |
| BRICKLAYER | 69.28 | 91.76 | 114.24 |
| CEM FIN COORDIN | 72.81 | 97.33 | 121.85 |
| CEM FIN FORE | 72.31 | 96.60 | 120.88 |


| CEMENT FINISHER | 68.56 | 91.04 | 113.52 |
| :--- | :--- | :--- | :--- |

Rates Beginning June 1, 2015

| Trade | Billing Rate | Billing Rate OT | Billing Rate DT |
| :--- | ---: | ---: | ---: |
| EAU CLAIRE |  |  |  |
| SUPT PLUS | 77.02 | 104.93 | 132.83 |
| PROJ SUPER | 75.51 | 102.69 | 129.87 |
| CARP FORE | 74.00 | 100.46 | 126.92 |
| CARP SUBFORE | 72.49 | 98.23 | 123.97 |
| CARPENTER | 70.22 | 94.88 | 119.54 |
| MILLWRIGHT FORE | 76.73 | 104.47 | 132.20 |
| MILLWRIGHT | 72.95 | 98.89 | 124.82 |
| LABORER FORE | 59.27 | 79.01 | 98.75 |
| LABORER | 57.74 | 76.76 | 95.79 |
| MASON TENDER PREM FORE | 61.55 | 82.38 | 103.20 |
| MASON TENDER PREMIUM | 60.03 | 80.13 | 100.24 |
| MASON TENDER FORE | 59.65 | 79.57 | 99.50 |
| MASON TENDER | 58.12 | 77.33 | 96.53 |
| FORKLIFT OPERATOR | 71.96 | 97.70 | 123.44 |
| BRICK COORDIN | 77.35 | 103.65 | 129.94 |
| BRICK SUPT | 75.22 | 100.52 | 125.81 |
| BRICK FORE | 75.22 | 100.52 | 125.81 |
| BRICK SUBFORE | 72.94 | 97.15 | 121.36 |
| BRICKLAYER | 71.41 | 94.90 | 118.40 |
| CEM FIN COORDIN | 71.94 | 101.60 | 128.47 |
| CEM FIN FORE | 96.04 | 120.14 |  |
| CEMENT FINISHER |  |  |  |

11.5.3 Market \& Johnson will self-perform the concrete and masonry divisions of work on a time and material basis.
11.5.4 Construction Manager represents and warrants that any wages or benefits paid to workers (whether employed directly by Construction Manager or by affiliates or subcontractors) in connection with work performed at, or related to, the Project shall comply with any prevailing wage laws imposed by the State of Wisconsin.

## ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.
§ 12.2 The following documents comprise the Agreement:
. 1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
. 2 AIA Document A201-2007, General Conditions of the Contract for Construction
. 3 AIA Document E201 ${ }^{\mathrm{TM}}$-2007, Digital Data Protocol Exhibit, if completed, or the following:
. 4 AIA Document E202 ${ }^{\text {TM }}-2008$, Building Information Modeling Protocol Exhibit, if completed, or the following:
. 5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

## OWNER (Signature)

(Printed name and title)

Keuin Monson
CONSTRUCTION MANAGER (Signature)

Kevin Monson Secretary/Treasurer
(Printed name and title)


## School District of Altoona's Compensation Model

"Education is not the filling of the pail, but the lighting of the fire."
William Butler Yeats

## Overview:

The focus of the new compensation model is on professional growth that helps educators improve their performance to increase student learning. The School District of Altoona Professional Educator Compensation Model ("Model") is designed to:

- Be fair, transparent, and easily understood
- Align with (but not based on) Educator Effectiveness
- Encourage teamwork and collaboration rather than individual competition
- Be based on Professional Planning Goals, not Student Learning Objectives (though it is assumed that PPG's will be primarily created to improve SLO's)
- Encourage creative and innovative ways of teaching to increase student learning
- Be objective and measureable

It is well known that the most significant impact on successful student learning is the classroom professional educator. Therefore, the School District of Altoona believes that it is essential to reward and invest in our exceptional educators. The District aims to retain and attract these high-quality professional educators for every classroom. Some major methods of accomplishing this include:

- Providing opportunities for continued professional development.
- Maintaining a practice of compensation for professional educators that is competitive with benchmark districts.
- Providing a fair, progressive avenue for salary increases related to professional growth and leadership.
- Rewarding exceptional practice in the form of optional premium compensation.
- Maintaining a District culture that is positive and collaborative.


## Background:

Since the 1970s, salaries for teachers were formally bargained per state law. Under the former state law, increases to total teacher salary and benefit compensation needed to reach the Qualified Economic Offer (QEO) which was set at $3.8 \%$. The QEO did not include advancement on the lanes. Therefore, aggregate total teacher compensation often rose higher than $3.8 \%$ annually when lanes were considered.

In 2011, changes were made to state law. This is also known as Act 10:

- Prohibits collectively bargaining with respect to any condition of employment except wages, which includes only total base wages and excludes any other compensation, such as premium pay, bonus pay, pay schedules, and automatic pay progressions.
- Prohibits bargaining over a percentage of a total base wage increase greater than the percentage change in the consumer price index (CPI).

In addition to the Act 10 change in state law, the previous compensation model was economically unsustainable. Salaries and benefits make up approximately $73 \%$ of our District budget. To cover wage increases in excess of $3.8 \%$, with revenue increases of 1 to $2 \%$, the District would either need to make annual budget adjustments or quickly become insolvent.

So, the District is in need of a new compensation model based on the legal and economic facts that:

1) Collective bargaining over the pay schedule (and any increase beyond CPI) is prohibited; and
2) The District can no longer sustain the old compensation system

## Compensation Team:

In January of 2014, the Altoona Board of Education authorized the organization of a committee to develop a professional educator compensation structure. This compensation team consists of:

| Robin Elvig, School Board | Connie Biedron, <br> Superintendent | Mike Markgren, Business <br> Manager | Alan McCutchen, Director <br> of Special Education | Jeff Pepowski, High School <br> Principal |
| :--- | :--- | :--- | :--- | :--- |
| Todd Lenz, High school | Karsten Powell, High <br> school | Greg Emerson, Middle <br> School | Kim Wardean, Middle <br> School | Jennifer Bain, <br> Intermediate School |
| Tammy Van Blarcom, <br> Elementary School | Bonita Norberg, <br> Elementary School | Shelly Pierson, Library <br> Media Center Director |  |  |

Work sessions were held in February, March, April, and May of 2014. During this period of time, team members updated their colleagues in allstaff meetings about the work that had been progressing regarding the compensation model. Feedback from staff was brought back to the committee and was carefully considered.

In May, the team made a decision to table the compensation plan for the summer. The primary reason was due to "unknowns", such as Educator Effectiveness and the outcome of the District referendum.

Work sessions began again in 2015 after the passage of the referendum. Some changes had occurred that enhanced the progress of the work sessions:

- A staff survey had been sent to all staff regarding a new compensation plan.
- Feedback was gathered and themes were identified.
- Additional information was known about Educator Effectiveness. Compensation is not based on (but aligned with) Educator Effectiveness.
- An increased number of school districts within the state had created new compensation plans. This allowed the committee to review compensation plans and choose several that aligned with the goals of our district.


## Recommended Compensation Model

The professional educator has influence over increasing his or her compensation via two different methods:

1) Movement on the Professional Career Pathway (increases base wage) through completion of any combination of: Completed PPG, 3 Approved Premiums, Successful PDP, Completed Master's Degree, Positive Summary Year Evaluation.
2) Bonus does not increase base wage, (Leadership Team, Building Significantly Exceeding Expectations on Report Card).

| Base Increments |  |  |
| :--- | :---: | :---: |
| Completed PPG | $\$$ | 500 |
| 3 Approved Premiums | $\$$ | 500 |
| Successful PDP | $\$$ | 500 |
| Completed Master's Degree | $\$ 1,000$ |  |
| Positive Evaluation | $\$$ | 500 |
| National Board Certification | $\$$ | 500 |
| Movement To The Next Career Stage | $\$ 1,000$ |  |


| Premiums |
| :--- |
| Leadership Team/PLC Team Leader |
| Approved Committees |
| Lead Professional Development |
| Attend Approved Conference/Convention |
| Summer Curriculum Work (minimum 10 hours) |
| PBIS Leadership |
| Educator Effectiveness Coach |
| Approved Accredited Course (2 or more credits) |
| Writing a Successful Grant/Donation of \$500 or more |
| Athletic/Co-Curricular Coach |

## Professional Career Pathway

The Career Pathway provides educators with options and flexibility to manage their professional career in Altoona. This rubric is a systematic, coordinated approach to recognizing and Stage 1 effective educators as they progress through various career stages. Though experience and degree attainment are no longer direct indicators of increased salary, they contribute to progression along the Career Pathway.

There are five progressive Career Stages, symbolized by defined growth within an educator's sphere of influence. The progressive Career Stages are "Stage 1", "Stage 2", "Stage 3", "Stage 4", and "Stage 5". Each Career Stage has a salary range.

Movement on the Career Pathway is based upon an educator's consistent and active engagement in professional learning, the creation and implementation of an approved high-quality PPG, and evidence that the educator has applied that professional learning to their instructional practice to improve student learning.

## Levels

Each Career Stage contains Levels. An educator can move to the next Level based on successful implementation of his or her PPG (in the nonevaluation years). This movement of Levels can occur as often as annually. During the summative evaluation years, movement to the next Level is based on both successful implementation of the PPG as well as a positive evaluation.

An educator can advance to the next Career Stage when he or she has progressed through each of the Levels of the previous Career Stage. This advancement to the next Career Stage can only occur with the every-3-year summative evaluation.

EXAMPLE OF LEVELS \& CAREER STAGES

|  | Stage 1 | Stage 2 | Stage 3 | Stage 4 | Stage 5 |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Level 1 | Starting Salary-New <br> Educator |  |  |  |  |
| Level 2 | Salary Increase |  |  |  |  |
| Level 3 | Salary Increase |  |  |  |  |
| Level 4 | Salary Increase |  |  |  |  |
| Level 5 | Salary Increase |  |  |  |  |
|  | Move to next Career <br> Stage after Summative <br> Evaluation with <br> successful PPG, PDP, <br> and indicators of this <br> Career Stage have <br> been met |  |  |  |  |

## Brief Descriptions of Career Stages:

## 1) Stage 1 - Growth related to self as an educator

These are usually initial educators, likely within their first 1 to 5 years of teaching. The primary focus is on classroom instruction: how best to connect with students and what teaching methods are most effective in order to increase student learning.

## 2) Stage $\mathbf{2}$ - Growth related to skills in collaboration, such as within PLC's

These are educators that likely have 4 to 10 years of experience. They have solid instructional practices that have proven to positively affect student learning. Their focus has gone from "Self" to "Team" with shared decision making. They are gaining skills in collaboration and leadership.

## 3) Stage 3-Growth related to Leadership within the School

These are likely educators with 8 to 15 years of experience. They have evidence of ongoing formal education such as toward Districtapproved certifications or master's degrees. They have influence beyond grade-level peers and PLC's. Their positive influence and leadership has spread to many educators within the school building. This is a coach, mentor, Department chair, or grade-level leader.

## 4) Stage 4-Growth related to Leadership within the District

These are likely educators with 10 -plus years of experience, have a District-approved master's degree and/or additional certifications. They have a positive influence on their variety of students and play a leadership role at the District level through prominent committee work. This may include Teaching and Learning Specialists, those with National Board Certification, etc.

## 5) Stage 5 - Growth related to Leadership beyond the District, such as the region or state

These educators likely have approximately 15 -plus years of experience. They may hold multiple advanced degrees or certifications. They are passionate about reaching each and every student, their role as an educator, and about continued professional growth. They are leaders that extend their knowledge and expertise throughout the region or state through associations, conference presentations, grant writing, etc.

Career Stage Normal Progression:

| Stage 1 | Stage 2 | Stage 3 | Stage 4 | Stage 5 |
| :---: | :---: | :---: | :---: | :---: |
| Salary | Salary | Salary | Salary | Salary |
| \$37,500 | \$42,500 | \$50,000 | \$55,000 | \$60,000 |
| \$38,500 | \$44,000 | \$51,000 | \$56,000 | \$61,000 |
| \$39,500 | \$45,500 | \$52,000 | \$57,000 | \$62,000 |
| \$40,500 | \$47,000 | \$53,000 | \$58,000 | \$63,000 |
| \$41,500 | \$48,500 | \$54,000 | \$59,000 | \$64,000 |
|  |  |  |  | \$65,000 |
|  |  |  |  | \$66,000 |
|  |  |  |  | \$67,000 |
|  |  |  |  | \$68,000 |
|  |  |  |  | \$69,000 |
|  |  |  |  | \$70,000 |
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## Career Stage Indicators:

|  | Stage 1: <br> Growth related to Self as Educator | Stage 2: <br> Growth related to Collaboration/PLC's | Stage 3: <br> Growth related to Leadership/Influence within School | Stage 4: <br> Growth related to Leadership/Influence within District | Stage 5: <br> Growth related to Leadership/Influence within District and beyond |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Education | Bachelor's Degree | Level I education plus: <br> Evidence of ongoing professional learning to include District-approved coursework or conferences and workshops | Level 2 education plus: <br> Evidence of continued formal learning (enrolled in a Districtapproved Master's Degree program or Licensure program) | Level 3 education plus: <br> Evidence of completion of formal professional learning (Districtapproved Master's Degree or certificate/licensure completion) | Level 4 education plus: <br> Evidence of ongoing formal professional learning (additional District-approved Master's Degree, licensure/certification. <br> Board Certification or other professional certification likely |
| Professional Learning | Evidence of: <br> Participation in and practice applied related to new teacher orientation. <br> Participation in and practice applied related to professional | Evidence of: <br> Stage 2 a personal capability and understanding that supports the development and implementation of creative, innovative practices <br> The learning and | Evidence of: <br> Being a key contributor and supporter of the development and implementation of innovative practices <br> Contribution and support to a purposeful approach to decisions relative to innovation | Evidence of: <br> Being a key leader and supporter in the development and implementation of innovative practice beyond their classroom (such as to the team or department) <br> Leading and supporting | Evidence of: <br> Significant engagement in leadership, mentoring, research, innovation, and District innovation <br> Leading and supporting the development and implementation of innovative practices beyond their team or |


|  | development related to new curricula. <br> Engagement in other learning that is aligned to District initiatives. | support of a <br> purposeful <br> approach to <br> decisions relative to <br> creation and <br> innovation <br> Engagement in other learning aligned with District initiatives | Engagement in consistent learning aligned to District initiatives | purposeful approaches to decisions relative to innovation <br> Engagement in considerable learning aligned with District initiatives | department (such as to the District, region, or state) <br> Leading and supporting the purposeful approaches to decisions relative to innovation and its impact is datasupported. Innovation is clearly and strongly aligned to District goals and regional/state trends <br> Engagement in extensive learning aligned with District initiatives. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Continuous Improvement | Understands and supports school mission and goals. <br> Acquires an understanding of the instructional data team process. <br> Understands and administers SLO's. | Develops and supports classroom mission aligned to school mission and goals, and connects the mission with the work of the students. <br> Engages with and actively contributes to team level continuous improvement process. Works with | Engages in the achievement of the school mission and goals by influencing action planning and implementing determined strategies at the PLC and building level. <br> Engages with and actively contributes to team level continuous improvement process. Works with students to | Helps lead the school's continuous improvement efforts at the PLC level both within the school and across the District. <br> Effectively applies and leads school, team, and classroom level student-led continuous improvement processes. Students set learning goals based on individual needs, | Leads in the achievement of the school and District mission and goals by influencing action planning and implementing determined strategies. Substantial professional influence may extend beyond the building or District to the region or state level. <br> Demonstrates initiative and innovation in the use of continuous |


|  |  | students to set classroom and individual goals based on class and student needs. Students provide input in action planning to meet their goals. <br> Actively engages in the instructional data team process with PLC's. Implements planned strategies at the classroom level that are predominantly teacher-directed. | set classroom and individual goals based on class and student needs. Students provide input in action planning to meet their goals. Leads team data literacy efforts. <br> Actively engages in the instructional data team process with PLC's. <br> Shares and supports continuous improvement practices including goals and planning of strategies at the classroom level with students. | establish their action plans, and chart and monitor their own progress. <br> Actively engages in the instructional data team process with PLC's. <br> Students apply continuous improvement practices including goals and planning of strategies at the classroom level to support their learning. | improvement processes to improve quality of performance in new or unique situations. Leads and implements processes beyond the building or District to the region or state level. <br> Actively engages in the instructional data team process and student improvement practices with PLC's. Leads and implements the processes at the school, District and/or regional level. Students apply continuous improvement practices including goals and planning of strategies at the classroom level to support their learning. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Leadership and Collaboration | Works cooperatively and collegially with colleagues. <br> Seeks and accepts guidance and mentoring from | Participates and contributes to team goals. <br> Supports colleagues that are newer to the District. <br> Shows evidence of | Contributes informal leadership and influence at a team level. <br> Supports and formally mentors colleagues that are newer to the District. | Has increasing responsibility in teams, including formal leader. <br> Consistently serves as a resource or mentor for colleagues. <br> May lead school, grade | Leads team and District initiatives. <br> Provides leadership to the curriculum renewal and design process. <br> Viewed as a key resource by peers and supervisors. |

$\left.\left.\begin{array}{|l|l|l|l|l|l|}\hline \text { others. } & \begin{array}{l}\text { collaboration at } \\ \text { grade level or } \\ \text { department. }\end{array} & \begin{array}{l}\text { May seek out or explore } \\ \text { additional special } \\ \text { school-level projects or } \\ \text { task force opportunities. } \\ \text { Participates in } \\ \text { collaborative } \\ \text { partnerships with } \\ \text { professional colleagues } \\ \text { and/or community } \\ \text { entities. }\end{array} & \begin{array}{l}\text { level and/or } \\ \text { department teams or } \\ \text { additional special } \\ \text { school-level projects or } \\ \text { task force } \\ \text { opportunities. } \\ \text { Seeks and contributes } \\ \text { to collaborative } \\ \text { partnerships with } \\ \text { professional colleagues } \\ \text { and/or in the } \\ \text { community. }\end{array} \\ \text { regional level. }\end{array}\right] \begin{array}{l}\text { Leats collaborative efforts } \\ \text { at the and }\end{array}\right\}$

## Premiums

Included on the Career Pathway, is the opportunity for an educator to earn an increase in base wage that we'll call "Premiums". This is for educators that seek out learning opportunities independently for professional growth. These experiences are not required by the District. These learning experiences often occur outside of the school day. ALL OF THESE EXPERIENCES ARE VOLUNTARY. All professional learning opportunities that are eligible for premiums are aligned to the major goals and initiatives of the District.

Premiums increase the base wage. An educator can earn premiums by sharing their successful professional learning with a wider audience and/or by serving in a leadership position.

Examples of Premiums include:

- Member of the Leadership Team and/or PLC Team Leader
- Member of approved committees (Insurance, Alternative Compensation, etc)
- PBIS Leadership
- Educator Effectiveness Coach
- Procurement of a single Successful Grant of $\$ 500$ or more
- Recipient of a Donation for subject area of $\$ 500$ or more
- Summer Curriculum work (minimum of 10 hours)
- Lead Professional Development
- Attend approved Conference/Convention
- Successful completion of an approved, accredited Course of 2 Credits or more
- Athletic or co-curricular Coach/Advisor


## Bonus

A one-time bonus of $\$ 500$ will be paid to each educator within a school building that receives a "Significantly Exceeds Expectations" on that school's Wisconsin DPI Report Card. The School Report Card results are determined by the Department of Public Instruction annually in October, and are based upon prior year data. In order for an educator to qualify for this bonus, the following criteria must be met:

- Certified Staff must be employed by the School District of Altoona at the time the bonus will be paid out (the autumn following the previous school year)
- Staff that did not work 100\% in the qualifying building the prior year will have their bonus prorated based upon their contract percentage in that building

An annual bonus of $\$ 1,000$ will be paid for serving on a building Leadership Team.

## How will the Compensation Model be Economically Sustainable?

One of the stated goals for the Compensation Model is that it be a sustaining business model. At the core of any sustainable business model is flexibility: flexibility for the District to adapt while maintaining necessary resources within the classroom.

Each year, the Board of Education will determine the aggregate amount of money available for Professional Educator salary increases. This amount will be based upon multiple budgetary factors including:

- State of Wisconsin's Biennial Budget
- Resident Pupil Count
- Consumer Price Index (CPI)
- The number of educators who will be progressing to the next Level and the Career Stage
- The number of educators that will be eligible for Premium Pay


## Salary Migration to New Compensation Model:

Using an educator's current salary, he or she will be placed on the next highest salary level. There will be NO regressions.
Through this migration, an educator may be placed within a higher Career Stage than he or she has shown evidence of achieving. This is due to the higher salary that this educator has been earning. This educator will remain at this salary and Career Stage without movement of Levels until all indicators of the previous Career Stage has been met.

For example, an educator making $\$ 57,500$ will be placed in the "Stage 4" Career Stage due to his salary. This educator has not met the objective indicators of the "Stage 4" Stage according to the New Compensation Model. His indicators are at the "Stage 3" Career Stage. He will be categorized as "Migrant Stage 4" and will remain at this Stage until meeting all objective indicators of the "Stage 3" Stage.


## Annual review of Compensation Model

An annual review of this framework will be conducted by the Compensation Committee to determine its impact and functionality. This review will consider:

- Sustainability: Can the current pay structure and benefits package be financially sustained for the next three years?
- Relevance: Does the framework still represent district values?
- Outcomes: Has there been a positive influence on student achievement? Are our best professional educators being appropriately rewarded? Has this framework helped the District retain and attract high quality educators?


## Appeal Process

The appeals process will be as follows:

- Appeal to your direct supervisor. The staff member would be allowed to bring in more evidence if deemed necessary.
- If the staff member is still unsatisfied, it would be brought to the Superintendent.

Document A133"' - 2009

## Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 1st day of April in the year 2015
(In words, indicate day, month and year.)
BETWEEN the Owner:
(Name, legal status and address)
School District of Altoona
Attn: Dr. Connie Biedron
$8097^{\text {th }}$ St. W.
Altoona, WI 54720
Billing Contact: Mike Markgren
and the Construction Manager:
(Name, legal status and address)
Market \& Johnson, Inc.
2350 Galloway Street
P.O. Box 630

Eau Claire, WI 54702-0630
for the following Project:
(Name and address or location)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201 ${ }^{\text {TM }}-2007$, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Construction Management for new elementary school located at "Highway KB" site and remodeling of existing middle school and high school. Architectural services provided outside this contract.

The Architect:
(Name, legal status and address)
Architectural Design Group
Attn: David Cihasky
Banbury Place
Building D04 Suite202 Mailbox 2
800 Wisconsin Street
Eau Claire, WI 54703

The Owner's Designated Representative:
(Name, address and other information)
Dr. Connie Biedron

The Construction Manager's Designated Representative: (Name, address and other information)

Justin Geissler

The Architect's Designated Representative:
(Name, address and other information)
David Cihasky

The Owner and Construction Manager agree as follows.

## TABLE OF ARTICLES

1 GENERAL PROVISIONS
CONSTRUCTION MANAGER'S RESPONSIBILITIES
3 OWNER'S RESPONSIBILITIES
4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

## SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

## ARTICLE 1 GENERAL PROVISIONS

## § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

## § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201 ${ }^{\mathrm{TM}}-2007$, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

## § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

## § 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

## § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

## § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

## § 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.
§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager
shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

## § 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

## § 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, prevailing wage laws, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

## § 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.
§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
. 2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
. 3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
. 5 A date by which the Owner must accept the Guaranteed Maximum Price.
§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.
§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.
§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.
§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

## § 2.3 Construction Phase <br> § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

## § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect.
The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.
§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.
§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.
§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.
§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.
§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

## § 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## § 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## ARTICLE 3 OWNER'S RESPONSIBILITIES

## § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.
§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

## § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103 ${ }^{\mathrm{TM}}-2007$, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:
§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

## No Preconstruction Fee

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within N/A ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.
§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the
mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

## § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty $(30 \quad)$ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)
$1 \%$ per month annualized

## ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.
§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Contractor's Fee is $2.25 \%$ of the Cost of the Work. This includes the Contractor's corporate overhead, the project principal, and corporate profit.
§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:
Cost of the Work plus $2.25 \%$
§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontract work will be bid out.
§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed one hundred twenty five percent
( $125 \%$ ) of the standard rate paid at the place of the Project.
§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)
Item Units and Limitations Price per Unit (\$0.00)

## § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)
§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

## § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.
§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.
§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.
§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1 .2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

## § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.
§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

## § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Refer to Article 11 for agreed upon labor rates.
§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval. Refer to Article 11 for further clarification.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)
§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Refer to Article 11 for further clarification.
§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.
§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

## § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

## § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
§ 6.4.2 Costs of materials described in the preceding Section 6.4 .1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.
§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.
§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.
§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.
§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

## § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.
§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the
Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

## § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:
. 1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
.2 Expenses of the Construction Manager's principal office and offices other than the site office;
. 3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
. 4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
. 6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
. 7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
. 8 Costs for services incurred during the Preconstruction Phase.

## § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.
§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9 .1 shall be credited to the Owner as a deduction from the Cost of the Work.

## § 6.10 Related Party Transactions

$\S$ 6.10.1 For purposes of Section 6.10 , the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.
§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

## § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

## § 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.
§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th
day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty $(30)$ days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)
§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.
§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
. 1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
. 2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
. 3 Add the Construction Manager's Fee, less retainage of five percent ( $5 \%$ ). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
. 4 Subtract retainage of five percent ( $5 \%$ ) from that portion of the Work that the Construction Manager self-performs;
.5 Subtract the aggregate of previous payments made by the Owner;
. 6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
. 7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.
§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when
. 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
. 3 a final Certificate for Payment has been issued by the Architect.
The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner shall pay the full amount with the exception of the value of any uncompleted work. The Owner may withhold two times the value of any uncompleted work as retention until such time the work has been completed.
§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5 .1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.
§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30 -day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.
§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond<br>Each Occurrence<br>General Aggregate<br>Personal \& Ad Injury<br>Products Completed<br>Property Deductible per Occurrence<br>Property Aggregate Deductible<br>Automobile Liability<br>Umbrella Excess Liability

## ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.
§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)
[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201-2007
[ ] Litigation in a court of competent jurisdiction
[ ] Other: (Specify)

## § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

## ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price
§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.
§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no
event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1 .
§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:
.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
. 2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.
§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.
§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

## § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

## § 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## § 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

## § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## § 11.5 Other provisions:

11.5.1 Refer to Article 6 of AIA A201 General Conditions of the Contract. The Owner, at its option, may elect to perform work itself or subcontract work directly if the Contractor is not able to award work to the lowest qualified bidder. The Contractor will notify the Owner if this occurs.

## 11.5 .2 <br> Labor Rates: Market \& Johnson labor rates are based on current collective bargaining arrangements and are subject to change.

Rates thru May 31, 2015

| Trade | Billing Rate | Billing Rate OT | Billing Rate DT |
| :--- | :---: | :---: | :---: |
| EAU CLAIRE |  |  |  |
| SUPT PLUS | 74.88 | 101.76 | 128.63 |
| PROJ SUPERINTENDENT | 73.37 | 99.52 | 125.68 |
| CARP FORE | 71.85 | 97.29 | 122.73 |
| CARP SUBFORE | 70.34 | 95.06 | 119.77 |
| CARPENTER | 68.07 | 91.71 | 115.34 |
| MILLWRIGHT FORE | 74.51 | 101.19 | 127.86 |
| MILLWRIGHT | 70.73 | 95.61 | 120.48 |
| LABORER FORE | 57.21 | 75.98 | 94.75 |
| LABORER | 55.68 | 73.73 | 91.78 |
| MASON TENDER PREM FORE | 59.49 | 79.35 | 99.20 |
| MASON TENDER PREMIUM | 57.97 | 77.10 | 96.23 |
| MASON TENDER FORE | 57.59 | 76.54 | 95.49 |
| MASON TENDER | 56.06 | 74.29 | 92.52 |
| FORKLIFT OPERATOR | 71.43 | 96.92 | 122.41 |
| BRICK COORDIN | 74.71 | 99.77 | 124.82 |
| BRICK SUPT | 73.09 | 97.37 | 121.66 |
| BRICK FORE | 73.09 | 97.37 | 121.66 |
| BRICK SUBFORE | 70.80 | 94.01 | 117.21 |
| BRICKLAYER | 69.28 | 91.76 | 114.24 |
| CEM FIN COORDIN | 72.81 | 97.33 | 121.85 |
| CEM FIN FORE | 72.31 | 96.60 | 120.88 |


| CEMENT FINISHER | 68.56 | 91.04 | 113.52 |
| :--- | :--- | :--- | :--- |

Rates Beginning June 1, 2015

| Trade | Billing Rate | Billing Rate OT | Billing Rate DT |
| :--- | ---: | ---: | ---: |
| EAU CLAIRE |  |  |  |
| SUPT PLUS | 77.02 | 104.93 | 132.83 |
| PROJ SUPER | 75.51 | 102.69 | 129.87 |
| CARP FORE | 74.00 | 100.46 | 126.92 |
| CARP SUBFORE | 72.49 | 98.23 | 123.97 |
| CARPENTER | 70.22 | 94.88 | 119.54 |
| MILLWRIGHT FORE | 76.73 | 104.47 | 132.20 |
| MILLWRIGHT | 72.95 | 98.89 | 124.82 |
| LABORER FORE | 59.27 | 79.01 | 98.75 |
| LABORER | 57.74 | 76.76 | 95.79 |
| MASON TENDER PREM FORE | 61.55 | 82.38 | 103.20 |
| MASON TENDER PREMIUM | 60.03 | 80.13 | 100.24 |
| MASON TENDER FORE | 59.65 | 79.57 | 99.50 |
| MASON TENDER | 58.12 | 77.33 | 96.53 |
| FORKLIFT OPERATOR | 71.96 | 97.70 | 123.44 |
| BRICK COORDIN | 77.35 | 103.65 | 129.94 |
| BRICK SUPT | 75.22 | 100.52 | 125.81 |
| BRICK FORE | 75.22 | 100.52 | 125.81 |
| BRICK SUBFORE | 72.94 | 97.15 | 121.36 |
| BRICKLAYER | 71.41 | 94.90 | 118.40 |
| CEM FIN COORDIN | 71.94 | 101.60 | 128.47 |
| CEM FIN FORE | 96.04 | 120.14 |  |
| CEMENT FINISHER |  |  |  |

11.5.3 Market \& Johnson will self-perform the concrete and masonry divisions of work on a time and material basis.
11.5.4 Construction Manager represents and warrants that any wages or benefits paid to workers (whether employed directly by Construction Manager or by affiliates or subcontractors) in connection with work performed at, or related to, the Project shall comply with any prevailing wage laws imposed by the State of Wisconsin.

## ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.
§ 12.2 The following documents comprise the Agreement:
. 1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
. 2 AIA Document A201-2007, General Conditions of the Contract for Construction
. 3 AIA Document E201 ${ }^{\mathrm{TM}}$-2007, Digital Data Protocol Exhibit, if completed, or the following:
. 4 AIA Document E202 ${ }^{\text {TM }}-2008$, Building Information Modeling Protocol Exhibit, if completed, or the following:
. 5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

## OWNER (Signature)

(Printed name and title)

Keuin Monson
CONSTRUCTION MANAGER (Signature)

Kevin Monson Secretary/Treasurer
(Printed name and title)

