



MISSION STATEMENT

The mission of the Anamosa Community School District is to provide all students educational opportunities to learn and achieve in a rapidly changing global society.

Anamosa Community School District Board of Directors Regular Meeting Anamosa High School Library May 20, 2013 – 7:00 p.m.

*Revised

TENTATIVE AGENDA

Exhibit

1. Call to Order
2. Roll Call and Determination of a Quorum
3. Adoption of Agenda
4. Communication from Individuals & Delegation
Recognize Visitors & Community Input
5. Consent Agenda (Review & Approval)
Minutes of Board Meetings
Bills due and payable and bills paid between Board Meetings
Financial Reports
Personnel Appointments & Adjustments
6. Honor Retirees

A
B
C
D

OLD BUSINESS

1. Middle School Update
2. District Vision/Future Facilities Discussion
 - Approve Contract for Geotechnical Engineering
3. Approve Quit Claim Deed – St. Hill – E. 2nd Street
4. Approve Bond Sale Resolution
5. Approve Preliminary Official Statement for Bond Sales
6. * Approve Anamosa Middle School Summer School
7. * Approve Middle School Summer School Teachers

E
F
G
H
I

NEW BUSINESS

1. Approve Septagon Contract
2. Leave of Absence Request
3. Olin and Anamosa School Board Joint Meeting Approval
4. Approval of Agreement for the Substitute Employee Management System (SEMS)
5. Report on MAP Test Results

J
K
L
M
N

REPORTS:

1. Committee Reports
2. Board Comments
3. Principal Reports
4. Superintendent Report

Adjourn

Important Dates

May 22, 2013 – Baccalaureate – Senior Awards Night 7:00 p.m.

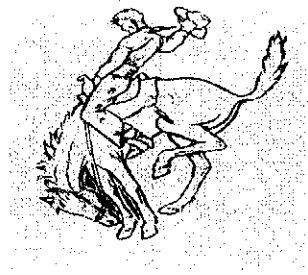
May 26, 2013 – Graduation - 2:30 p.m.

June 3, 2013 – Regular School Board Meeting - 7:00 p.m.

Posted: 5/16/13

Reposted: 5/17/13

An explanation of board exhibits can be viewed at www.anamosa.k12.ia.us or requested in their entirety by contacting the Anamosa Community School District Central Office.



MISSION STATEMENT
The mission of the Anamosa Community School District is to provide all students educational opportunities to learn and achieve in a rapidly changing global society.

**Anamosa Community School District
Board of Directors Regular Meeting
Anamosa High School Library
May 20, 2013 – 7:00 p.m.**

TENTATIVE AGENDA

Exhibit

1. Call to Order
2. Roll Call and Determination of a Quorum
3. Adoption of Agenda
4. Communication from Individuals & Delegation
Recognize Visitors & Community Input
5. Consent Agenda (Review & Approval)
Minutes of Board Meetings A
Bills due and payable and bills paid between Board Meetings B
Financial Reports C
Personnel Appointments & Adjustments D
6. Honor Retirees

OLD BUSINESS

1. Middle School Update E
2. District Vision/Future Facilities Discussion F
 - Approve Contract for Geotechnical Engineering
3. Approve Quit Claim Deed – St. Hill – E. 2nd Street G
4. Approve Bond Sale Resolution H
5. Approve Preliminary Official Statement for Bond Sales I

NEW BUSINESS

1. Approve Septagon Contract J
2. Leave of Absence Request K
3. Olin and Anamosa School Board Joint Meeting Approval L
4. Approval of Agreement for the Substitute Employee Management System (SEMS) M
5. Report on MAP Test Results N

REPORTS:

1. Committee Reports
2. Board Comments
3. Principal Reports
4. Superintendent Report

Adjourn

Important Dates

May 22, 2013 – Baccalaureate – Senior Awards Night 7:00 p.m.

May 26, 2013 – Graduation - 2:30 p.m.

June 3, 2013 – Regular School Board Meeting - 7:00 p.m.

An explanation of board exhibits can be viewed at www.anamosa.k12.ia.us or requested in their entirety by contacting the Anamosa Community School District Central Office.

Posted: 5/16/13

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Minutes of Board Meetings

CONTACT: Board Secretary Don Folkerts

BACKGROUND:

The previous meeting minutes are attached for review and approval at the meeting.

THE SUPERINTENDENT'S RECOMMENDATION IS:

“the Board of Education approve the minutes of the April 15, 2013 Regular Meeting and the May 6, 2013 Regular Meeting.”

Anamosa Community School District
Regular Meeting
April 15, 2013

The Anamosa Board of Education met in regular session on April 15, 2013, at 7:00 p.m., in the high school library with President Tiedt presiding. Members present: Crump, McKean, Riniker, Kilburg, Lambertsen and Behnke.

Motion by Behnke, seconded by Crump to adopt the agenda, as printed. Motion carried 7-0.

Motion by Riniker, seconded by Behnke to approve the consent agenda (minutes dated 3/18 and 4/1, claims, financial reports and personnel appointments/adjustments), as submitted. Motion carried 7-0.

Motion by Behnke, seconded by Lambertsen to approve bids totaling \$3,309.75 for items being sold at the West Middle School, as listed. Motion carried 7-0.

Motion by McKean, seconded by Behnke to approve RAW Club (Raiders Around the World) fund-raising ideas, as presented. Motion carried 7-0.

Motion by Riniker, seconded by Crump to approve the official results of the Bond Issue Vote, as presented. Motion carried 7-0.

Motion by Lambertsen, seconded by Riniker to approve the Resolution approving the issuance of \$16.95 million of General Obligation School Bonds and levying the taxes to repay them. Motion carried 7-0.

Motion by Lambertsen, seconded by Kilburg to approve the appointment of Davis Brown as the bonding and disclosure counsel for the bonds the District will be selling in 2013 and 2014. This motion is contingent upon the District receiving a letter of engagement clearly stating the services Davis Brown will provide relating to bonding procedures. Motion carried 7-0.

Motion by Kilburg, seconded by McKean to approve the Calendar Start Date Waiver Request Resolution, as presented. Motion carried 5-2; Nays: Riniker and Tiedt.

Motion by McKean, seconded by Crump to approve Student Fees for 2013-14, as presented. Motion carried 7-0.

Motion by Riniker, seconded by Lambertsen to approve all student teaching contracts with approved colleges and universities through the 2013-14 school year. Motion carried 7-0.

Motion by Riniker, seconded by Lambertsen to table the additional preschool section request until the May meeting when more information will be available. Motion carried 7-0.

Motion by Crump, seconded by Riniker to approve the first reading of Board policy #RP803.1 – Purchasing and Bidding: Credit Cards. Motion carried 7-0.

Motion by Lambertsen, seconded by Riniker to approve the following fund-raising ideas for the Girls' Soccer team. Motion carried 7-0.

- a. candy bar sales
- b. Mary Kay Cosmetic Sale
- c. Edgewood Meat Locker

Motion by Kilburg, seconded by Crump to approve the purchase of a Hustler Super Z lawn mower from Walker Ag Equipment for \$10,193. Motion carried 7-0.

Motion by Crump, seconded by Behnke to approve the purchase of a 1994 Chevrolet ¾ ton pickup from H & S Motors, Cresco for \$6,875. Motion carried 7-0.

Motion by Behnke, seconded by Crump to approve the purchase of a 2008 Chevrolet Equinox from H & S Motors, Cresco for \$10,950. Motion carried 7-0.

Motion by Crump, seconded by Riniker to adjourn at 8:33 p.m. Motion carried 7-0.

President

Secretary

Anamosa Community School District
Regular Meeting
May 6, 2013

The Anamosa Board of Education met in regular session on May 6, 2013, at 6:00, in the Anamosa Middle School library with President Tiedt presiding. Members present: Crump, McKean, Riniker, Lambertsen, Kilburg and Behnke.

Motion by Crump, seconded by Riniker to adopt the agenda, as printed. Motion carried 7-0.

Motion by Behnke, seconded by Riniker to approve the consent agenda (personnel appointments/ adjustments,), as submitted. Motion carried 7-0.

Motion by Behnke, seconded by Crump to approve the second reading of Board policy #RP803.1 – Purchasing and Bidding: Credit Cards. Motion carried 7-0.

Motion by Lambertsen, seconded by Behnke to accept the low bid of \$59,898 from AAA Budget Environmental, Inc., Cedar Falls. Motion carried 7-0.

Motion by Crump, seconded by Lambertsen to approve the Financial Services Agreement with Piper Jaffray, as presented. Motion carried 7-0.

Motion by Behnke, seconded by Kilburg to approve the agreement with Piper Jaffray to serve as the Dissemination Agent for Secondary Market Disclosure. Motion carried 7-0.

Motion by Lambertsen, seconded by Crump to set June 3, 2013 as the date for Bond Sales for the Series 2013 bonds of about \$10M. Motion carried 7-0.

Motion by McKean, seconded by Crump to approve high school out of state field trips, as follows:
Motion carried 7-0.

Art/Bio Club/Social Studies/Business trip to Chicago, IL
Anamosa Dance Team trip to attend UDA camp in DeKalb, IL
Senior Class trip to Six Flags in Gurnee, IL

Motion by Crump, seconded by Lambertsen to table the Septagon Contract until additional information is made available. Motion carried 7-0.

No action taken on the Shive-Hattery contract question at this time.

Motion by Crump, seconded by Lambertsen to approve a FFA Lease Agreement with Land O' Lakes Purina Feed LLC for the lease of approximately 18 acres located in the Olin area at no charge. Motion carried 7-0.

Motion by Behnke, seconded by Lambertsen to approve the bid of \$80,491 from School Bus Sales for a Bluebird in-stock propane-powered bus. In addition, the District will add the automatic chain feature along with a no-spin rear end, if needed and a second stop sign. It was noted this expenditure will be approved only if it is paid for out of PPEL funds. Motion carried 7-0.

Motion by McKean, seconded by Kilburg to approve the Educational Service Agreement with Kirkwood Community College for the Jones Regional Alternative High School Program and Special Education Services. Motion carried 7-0.

Motion by Riniker, seconded by Crump to approve the Ruth E. Jump Scholarship recipient who will receive their award during the Awards Night ceremony on May 22nd. Motion carried 7-0.

Motion by Crump, seconded by Riniker to adjourn at 6:52 p.m. Motion carried 7-0.

President

Secretary

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Bills Due and Payable and Bills Paid Between Board Meetings

CONTACT: Linda Von Behren, Business Manager

BACKGROUND:

The Board authorizes the issuance of warrants of payment of claims against the District for goods and services. The Board will allow the warrants after the goods and services have been received and accepted in compliance with Board Policy Series 800.

THE RECOMMENDATION IS:

“the Board of Education approves the Bills Due and Payable and the Bills Paid between Board Meetings.”

Vendor	Warrant	Date	Amount	Description	
Fund 10					
Adams Door	GEN-82653	5/20/2013	183.00	svc	
ADT Security	GEN-82654	5/20/2013	86.93	May svc	
Alliant Energy	GEN-82655	5/20/2013	18,211.39	ms elect 79000 kwh	elect 80798 kwh
City Of Anamosa	GEN-82656	5/20/2013	1,741.07	water	water-sewer
Anamosa Publications	GEN-82657	5/20/2013	390.28	Health Fair	publication
Anderson's	GEN-82658	5/20/2013	29.95	sup	
AUS Waterfloo MC Lockbox	GEN-82659	5/20/2013	110.88	sup	
Auto-Jet Muffler Corp	GEN-82660	5/20/2013	245.27	Parts	parts
Automotive Services	GEN-82661	5/20/2013	1,505.32	Tires	Sup
Barron Motor	GEN-82662	5/20/2013	470.26	Parts	additives
Beth Basinger	GEN-82663	5/20/2013	72.21	IS3 Grant	
Jolene Bierbrodt	GEN-82665	5/20/2013	65.23	FT	
Black Hills Energy	GEN-82666	5/20/2013	3,531.30	Nat Gas 2315 CCF	Nat Gas 161 MCF
Blade Pest Control	GEN-82667	5/20/2013	138.00	svc	Nat Gas 357 CCF
B. G. Brecke, INC.	GEN-82668	5/20/2013	171.48	svc	
Capital Sanitary Supply	GEN-82669	5/20/2013	2,219.24	Cling Sup	parts
Carquest Of Monticello	GEN-82670	5/20/2013	24.19	Parts	
Cedar Graphics, Inc	GEN-82671	5/20/2013	1,904.17	bond issue printing	
Cedar Rapids Comm School Districts	GEN-82672	5/20/2013	3,056.18	4th qtr OE	Adol Tuition
Central City Community Schools	GEN-82673	5/20/2013	4,412.25	4th qtr OE	
Century Link	GEN-82674	5/20/2013	499.81	Phone	
Valerie Daily	GEN-82675	5/20/2013	16.98	Sp Ed Sup	
Dept Of Education	GEN-82676	5/20/2013	756.00	inspections	
R. K. Dixon Co.	GEN-82677	5/20/2013	296.37	1/16-4/15 qtrly riso	
Edens Ltd	GEN-82679	5/20/2013	50.00	parts	
Follett Library Resources	GEN-82681	5/20/2013	1,044.44	libr books	
GCR Tire Centers	GEN-82682	5/20/2013	35.00	Tires	svc 3/24-4/23
Google, INC.	GEN-82683	5/20/2013	755.58	Software	
Grainger	GEN-82684	5/20/2013	57.32	L3 Sup	
Grant Wood AEA	GEN-82685	5/20/2013	4,068.01	SEMS 12-13	Tigges regist
Graybill Communications	GEN-82686	5/20/2013	90.17	Parts	
Gruhn Law Firm	GEN-82687	5/20/2013	4,795.00	legal svc	
Hands Up Communication	GEN-82688	5/20/2013	441.00	svc	4/15 svc
Hewlett Packard-Commercial Repairs	GEN-82689	5/20/2013	172.22	svc	
Home Decorating	GEN-82690	5/20/2013	204.90	IS3 Grant	
IA Assoc Of School Boards	GEN-82691	5/20/2013	105.00	School Law Conf-Ney	
Iowa Comm Network	GEN-82692	5/20/2013	199.07	Internet	

Vendor	Warrant	Date	Amount	Description	
Iowa Dept Of Human Services	GEN-82693	5/20/2013	7,706.21	Apr SVC	
Iowa Prison Industries	GEN-82694	5/20/2013	618.72	clng sup	sup
Infrastructure Technology Solns	GEN-82695	5/20/2013	1,150.00	tech eqpmt	
Interstate Billing Svc	GEN-82696	5/20/2013	291.91	Parts-Olin	Additive
ISBGA	GEN-82697	5/20/2013	100.00	Dues 13-14	
ISEBA	GEN-82698	5/20/2013	689.19	LTD	Life/LTD
John Deere Financial	GEN-82699	5/20/2013	226.12	Parts	sup
Jones County Auditor	GEN-82700	5/20/2013	5,185.72	election	svc
Jones Reg Med Ctr	GEN-82701	5/20/2013	116.06	sup	
J.w. Pepper	GEN-82702	5/20/2013	209.49	inst sup	
Kephart's Music	GEN-82703	5/20/2013	75.00	inst resale	inst sup
Kerp's Service Center Inc	GEN-82704	5/20/2013	64.34	Tires	
Kirkwood Community College	GEN-82705	5/20/2013	156,032.56	12-13 Academy	PSEO-Wilcox
Konica Minolta Business Solution	GEN-82706	5/20/2013	488.34	Copier	qtrly maint
Kromminga Motors	GEN-82707	5/20/2013	19.20	Elect Sup	
Latham Time Recorder Co	GEN-82708	5/20/2013	147.22	Timecards	
Leader Services	GEN-82709	5/20/2013	568.23	April SVC	
Linn Cooperative Oil Co	GEN-82710	5/20/2013	13,240.63	Diesel 568 Gal	Diesel 522 Gal
Linn-Mar Community Schools	GEN-82711	5/20/2013	7,353.75	4th qtr OE	Gas 528 Gal
The Lock Shop %dennis Gray	GEN-82712	5/20/2013	269.40	svc	
Marion Independent School Dist	GEN-82713	5/20/2013	44,122.82	3rd qtr Home School	3rd qtr OE
Matheson Tri-Gas, Inc	GEN-82714	5/20/2013	142.46	Parts	4th qtr OE
Mercer H&B Admin,IA Fiduciar	GEN-82715	5/20/2013	78,428.61	Health	ind tech sup
Mercer Health & Benefits LLC	GEN-82716	5/20/2013	310.50	April Flex	Dental
Mercy Eap Services	GEN-82717	5/20/2013	210.00	March 2013	
Microtel Inn & Suites	GEN-82718	5/20/2013	134.30	travel	
Midland Community School District	GEN-82719	5/20/2013	1,470.75	4th qtr OE	
Monticello Comm School District	GEN-82720	5/20/2013	34,881.75	4th qtr OE	1st Sem Sp Ed
Mount Vernon Community Schools	GEN-82721	5/20/2013	177,075.00	3rd qtr OE	4th qtr OE
Newmind Group Inc	GEN-82723	5/20/2013	13,950.00	25 chromebooks-AMS	25 chromebooks-St Hill
Nimco, INC.	GEN-82724	5/20/2013	335.50	Red Ribbon Week	
North Cedar CSD	GEN-82725	5/20/2013	1,470.75	4th qtr OE	
Office Depot	GEN-82726	5/20/2013	163.59	sup	163.59
Office Machine Consultants	GEN-82727	5/20/2013	475.83	Copiers	
Olin Cons Ind School	GEN-82728	5/20/2013	2,941.50	4th qtr OE	
Oriental Trading Co	GEN-82729	5/20/2013	67.49	guid sup	
PC & Mac Exchange	GEN-82730	5/20/2013	347.00	Tech Sup	
Percussion Source	GEN-82731	5/20/2013	31.20	Instru Repair	
Perfection Learning Corp	GEN-82732	5/20/2013	577.05	Libr books	

Vendor	Warrant	Date	Amount	Description	
Red's Towing	GEN-82734	5/20/2013	325.00	svc	
Sadler Power Train	GEN-82736	5/20/2013	581.20	Parts	
Scherman's Implement	GEN-82737	5/20/2013	61.68	Parts	additives
School Bus Sales	GEN-82738	5/20/2013	1,268.76	Parts	
School Specialty	GEN-82739	5/20/2013	25.40	Sup	
Select Service	GEN-82740	5/20/2013	532.50	May svc	
Sound Concepts Inc	GEN-82744	5/20/2013	188.50	Elect Sup	
Springville Community School	GEN-82745	5/20/2013	44,122.50	4th qtr OE	
Sprint	GEN-82746	5/20/2013	242.58	Cell	
Stephen Motors Inc	GEN-82747	5/20/2013	78.94	parts	
Emilee Szawiel	GEN-82748	5/20/2013	203.49	FCS Sup	
Tapkens Convenience Plus	GEN-82749	5/20/2013	350.23	Gas	
United Intermode, LLC	GEN-82750	5/20/2013	264.75	Copier Return	
Us Cellular	GEN-82751	5/20/2013	66.55	cell	
Linda Von Behren	GEN-82752	5/20/2013	26.89	Travel	
Walmart	GEN-82753	5/20/2013	131.35	Sup	Guidance Sup
Wapsi Waste Services	GEN-82754	5/20/2013	1,028.00	Apr svc	
West Music	GEN-82756	5/20/2013	189.70	Resale	
Windstream Communications	GEN-82757	5/20/2013	5,543.43	internet	
Fund 10 Total			659,075.11		

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Vendor

Fund 22

Nationwide Mutual Fire Ins Co
Weers Insurance Agency

Warrant **Date** **Amount** **Description**

GEN-82722	5/20/2013	182.00	ins softb concess
GEN-82755	5/20/2013	229.00	Auto
Fund 22 Total		411.00	

Vendor

Fund 33

Berens-Tate Consulting Group
DLR Group
FEH Associates Inc
Graybill Communications
Iowa Prison Industries
John Deere Financial
Radioshack
Resilite
Septagon Const Co., Cedar Rapids
Shaffer Plumbing
Soil-Tek (tb LLC)
Clark Wood

Warrant **Date** **Amount** **Description**

GEN-82664	5/20/2013	3,000.00	2010 C & 2011 A Prof
GEN-82678	5/20/2013	201.99	March SVC
GEN-82680	5/20/2013	10,550.00	WMS Deconstr
GEN-82686	5/20/2013	49.70	FEMA Radio Install
GEN-82694	5/20/2013	304.50	Annex remodel
GEN-82699	5/20/2013	38.82	New MS
GEN-82733	5/20/2013	73.99	ER Radio Power Sup
GEN-82735	5/20/2013	9,985.00	MS Project/Mat
GEN-82741	5/20/2013	2,204.00	svc
GEN-82742	5/20/2013	3,340.00	annes remodel-a/c server
GEN-82743	5/20/2013	750.00	March SVC
GEN-82758	5/20/2013	1,176.98	Central Office Remodel
Fund 33 Total		31,674.98	

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Anamosa C.S.D. (FY 12-13)
List of Paid Bills

Vendor	Warrant	Date	Amount	Description
Resilite	GEN-82735	5/20/2013	9,985.00	MS Project/Mat
Fund 36		Fund 36 Total	9,985.00	

Anamosa C.S.D. (FY 12-13)
List of Paid Bills

Vendor	Warrant	Date	Amount	Description
Fund 91				
Anamosa Community School	EAR-846	5/20/2013	900.00	April Preschool
Cedar County Public Health	EAR-847	5/20/2013	2,570.95	April Preschool
Grant Wood AEA	EAR-848	5/20/2013	2,626.31	April Cart
Hacap	EAR-849	5/20/2013	875.07	April Child Care Nurse
Sherri Hunt	EAR-850	5/20/2013	451.13	April Mileage
Jones Co Extension Service	EAR-851	5/20/2013	1,837.99	April Child Care Resource
Jones County Auditor	EAR-852	5/20/2013	2,504.01	March ECI
Little Lion Learning Center	EAR-853	5/20/2013	225.00	April Preschool
Little Panther Preschool	EAR-854	5/20/2013	750.00	April Preschool
Lutheran Services In Iowa	EAR-855	5/20/2013	14,406.25	March LSI Home Visits -
Mother Goose Preschool	EAR-856	5/20/2013	150.00	April Preschool
Olin Cons Ind School	EAR-857	5/20/2013	900.00	April Preschool
Sacred Heart Preschool	EAR-858	5/20/2013	225.00	April Preschool
St. Patrick's Preschool	EAR-859	5/20/2013	165.00	April Preschool
Tiplon Conservative & Advertiser	EAR-860	5/20/2013	15.09	RFP's
Trinity Muscatine Public Health	EAR-861	5/20/2013	735.13	March Child Care Nurse
West Branch Times	EAR-862	5/20/2013	11.74	RFP's
	Fund 91 Total		29,348.67	

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Vendor

Fund 10

Maggie Carlson
H & S Motors
ISEBA
J.W. Pepper
Mercer Health & Benefits LLC
Olin Cons Ind School
Amber Streets
Sara Thumma

Warrant	Date	Amount	Description
GEN-82552	4/17/2013	30.00	refund 4 yr old deposit
GEN-82553	4/17/2013	17,825.00	2008 Chevy Equinox -
GEN-82554	4/17/2013	689.19	LTD 1994 Chevy Silverado
GEN-82555	4/17/2013	65.99	instr supp Life/LTD
GEN-82556	4/17/2013	328.50	March Flex
GEN-82557	4/17/2013	3,155.28	Jan-March Safe &
GEN-82559	4/17/2013	30.00	refund 4 yr old deposit
GEN-82560	4/17/2013	30.00	refund 4 yr old deposit
Fund 10 Total		22,153.96	

Vendor

Fund 10

AEA Treasurer
Aflac
Cardmember Services
William English III
Horace Mann Life
Iowa Public Employees Retire Sys
Office Machine Consultants

Warrant	Date	Amount	Description
GEN-82561	4/24/2013	4,733.23	Organization Dues
GEN-82562	4/24/2013	166.46	Other Ded Payable
GEN-82565	4/24/2013	1,892.60	STEM - Robotics
GEN-82566	4/24/2013	36.04	gas
GEN-82563	4/24/2013	119.06	Other Ded Payable
GEN-82564	4/24/2013	96,066.34	IPERS
GEN-82567	4/24/2013	619.74	copiers
Fund 10 Total		103,633.47	

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Vendor

Fund 10

Collection Services Center	GEN-82549	4/19/2013	379.93	Other Ded Payable
Iowa Department of Revenue	GEN-82550	4/19/2013	75.00	Other Ded Payable
Jones Co Sheriff	GEN-82551	4/19/2013	1.06	Other Ded Payable
Fund 10 Total			455.99	

Vendor

Fund 10

Hartford Life	GEN-0	4/24/2013	4,236.11	Tsa/Ira/Annuities	
Iowa State Treasurer	GEN-0	4/5/2013	846.00	State Income Tax	
Iowa State Treasurer	GEN-0	4/18/2013	22,257.00	State Income Tax	
Iowa State Treasurer	GEN-0	4/19/2013	1,148.00	State Income Tax	
Ing	GEN-0	4/24/2013	1,050.00	Tsa/Ira/Annuities	
Internal Revenue Service	GEN-0	4/5/2013	6,368.28	Fica	Federal Income Tax
Internal Revenue Service	GEN-0	4/18/2013	132,971.10	Fica	Federal Income Tax
Internal Revenue Service	GEN-0	4/19/2013	8,143.73	Fica	Federal Income Tax
Payflex Systems Usa	GEN-0	4/3/2013	4,691.86	Flex Spending	
Payflex Systems Usa	GEN-0	4/10/2013	2,004.19	Flex Spending	
Payflex Systems Usa	GEN-0	4/17/2013	1,519.62	Flex Spending	
Payflex Systems Usa	GEN-0	4/24/2013	2,745.05	Flex Spending	
Security Benefit	GEN-0	4/24/2013	2,050.00	Tsa/Ira/Annuities	
Tiaa-Cref Ric 403b	GEN-0	4/24/2013	425.00	Tsa/Ira/Annuities	
Fund 10 Total			190,455.94		

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Vendor

Fund 23

Walker Ag Equipment

Warrant	Date	Amount	Description
GEN-82568	4/24/2013	10,193.00	28 HP Super Z mower
Fund 23 Total		10,193.00	

Vendor

Fund 33

Shive-Hattery, Inc

Warrant	Date	Amount	Description
GEN-82558	4/17/2013	8,548.15	pre bond services
Fund 33 Total		8,548.15	

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Fund 33 Total	5,879.37
----------------------	-----------------

UF0201
Page 3 of 5

Fund 40 Total **5,879.37**

Authorized and Approved

Board President

\$347,199.25

Vendor	Warrant	Date	Amount	Description
Fund 10				
Collection Services Center	GEN-82594	5/3/2013	316.61	Other Ded Payable
Iowa Department of Revenue	GEN-82595	5/3/2013	75.00	Other Ded Payable
	Fund 10 Total		391.61	

Vendor	Warrant	Date	Amount	Description
Fund 10				
Chuck Barnes	GEN-82596	5/10/2013	50.62	diesel reimb
Konica Minolta	GEN-82597	5/10/2013	261.00	copier
Konica Minolta Business Solution	GEN-82598	5/10/2013	113.19	qtrly maint 4/20-7/19/13
Office Machine Consultants	GEN-82599	5/10/2013	95.00	sup
	Fund 10 Total		519.81	

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Payroll Deductions	391.61
General Fund	519.81
Total May Business Above, prior to 5/20/13	\$911.42

Vendor

Fund 21

Vendor	Warrant	Date	Amount	Description	
Activity Fund-G Soccer	ACT-61572	4/3/2013	90.00	BB FR	
Activity Fund-G Soccer	ACT-61595	4/3/2013	45.00	BB FR	
Activity Fund-G Soccer	ACT-61623	4/17/2013	52.00	Science Club	
Activity Fund-G Soccer	ACT-61646	4/19/2013	150.00	Fit 4 Life	
Adrenaline Fundraising	ACT-61599	4/11/2013	1,836.00	B Golf FR	G Golf FR
Falah Al-Yassery	ACT-61600	4/11/2013	117.00	G Soc	
Ali Al-Yassiri	ACT-61601	4/11/2013	100.00	G Soc	
Apple Computer	ACT-61573	4/3/2013	598.00	ST HILL MISC	
Apple Computer	ACT-61657	4/25/2013	100.00	ST HILL MISC	
Art Institute Of Chicago	ACT-61624	4/17/2013	288.00	HS Art FR	
ASPI Solutions dba Tourney Machine	ACT-61574	4/3/2013	200.00	B Tr	G Tr
Steve Bauer	ACT-61625	4/17/2013	135.00	G Soc	
Greg Best	ACT-61626	4/17/2013	125.00	G Soc	
Brand L Embroidery	ACT-61602	4/11/2013	205.40	B Tr FR	
Camp Courageous	ACT-61575	4/3/2013	368.00	ST HILL MISC	
Cardmember Services	ACT-61658	4/25/2013	2,397.96	FFA	
Cascade High School	ACT-61576	4/3/2013	160.00	B Tr - 3/28 Entry Fee	ST HILL MISC
Central Dewitt High School	ACT-61603	4/11/2013	35.00	B Golf - 4/16 Entry Fee	G Tr - 3/28 Entry Fee
The Chip Shoppe	ACT-61627	4/17/2013	5,473.95	AMS Music Fundraiser	
Clarke University	ACT-61659	4/25/2013	120.00	BBB FR	
Copyworks	ACT-61604	4/11/2013	68.30	Raiders Racing For Life	
Cotton Gallery Ltd	ACT-61647	4/19/2013	698.78	G Tr FR	
Cotton Gallery Ltd	ACT-61660	4/25/2013	192.00	B Golf FR	Speech
Crown Trophy	ACT-61577	4/3/2013	1,116.00	G Tr	
Chris Delong	ACT-61596	4/3/2013	54.13	ST HILL MISC	
John Dodge	ACT-61648	4/19/2013	110.00	B Soc	
Drake University	ACT-61656	4/22/2013	60.00	G Tr	
Ed Thomas Family Foundation	ACT-61597	4/3/2013	40.00	FB FR	
Edens Ltd	ACT-61578	4/3/2013	50.00	HS ATHLETICS	
Deb Eilers	ACT-61661	4/25/2013	19.86	G Soc FR	
Eldridge Plays and Musicals	ACT-61579	4/3/2013	480.45	HS Drama	
Family Foods	ACT-61580	4/3/2013	3.55	MSSC	MSSC
Family Foods	ACT-61605	4/11/2013	228.85	Archery	
Family Foods	ACT-61628	4/17/2013	31.98	FFA	
Family Foods	ACT-61649	4/19/2013	40.37	MSSC	
Family Foods	ACT-61606	4/11/2013	288.66	FFA	
FarmTek	ACT-61629	4/17/2013	954.00	HS Art FR	
The Field Museum					

Vendor	Warrant	Date	Amount	Description	
Terry Fisher	ACT-61662	4/25/2013	120.00	B Tr	
Gazette Communications	ACT-61663	4/25/2013	98.99	Advert	
General Fund	ACT-61650	4/19/2013	161.97	ST HILL MISC	
Graphic Edge	ACT-61582	4/3/2013	1,904.14	B Tr FR	B Golf FR
Graphic Edge	ACT-61630	4/17/2013	546.31	Fit 4 Life	G Tr FR
Debbie Hardersen	ACT-61608	4/11/2013	4.50	HS ATHLETICS	
Debbie Hardersen	ACT-61665	4/25/2013	25.00	Class of 2013	
Ashley Hettinger	ACT-61583	4/3/2013	35.05	ST HILL MISC	
IA High School Golf Coaches Assoc	ACT-61651	4/19/2013	45.00	B Golf	G Golf
Iowa High School Music Assoc	ACT-61584	4/3/2013	250.00	HS VOCAL MUSIC	HS Instru Music
Iowa High School Music Assoc	ACT-61631	4/17/2013	43.00	HS VOCAL MUSIC	HS Instru Music
The Instrumentalist Products Co	ACT-61609	4/11/2013	52.25	HS Instru Music	
John Deere Financial	ACT-61585	4/3/2013	24.14	B Soc	
John Deere Financial	ACT-61610	4/11/2013	39.98	HS ATHLETICS	
John Deere Financial	ACT-61666	4/25/2013	350.96	BB	BB FR
Joyce Johnson	ACT-61667	4/25/2013	110.11	MSSC	
Sharon Jones	ACT-61668	4/25/2013	109.80	ST HILL MISC	
Jump Rope For Heart	ACT-61632	4/17/2013	1,985.53	ST HILL MISC	
Andrew Kauder	ACT-61669	4/25/2013	75.00	B Tr	
Jill Kennebeck	ACT-61670	4/25/2013	41.00	G Soc FR	
Dan Kiley	ACT-61671	4/25/2013	800.00	Class of 2014	
Sara Klaassen	ACT-61672	4/25/2013	6.56	ST HILL MISC	
Nancy Kula	ACT-61633	4/17/2013	600.00	HS Instru Music	
Chuck Liston	ACT-61674	4/25/2013	130.00	G Tr	
Madison All4You	ACT-61611	4/11/2013	200.80	B Tr FR	
Marion High School	ACT-61586	4/3/2013	220.00	B Tr - 4/29 Entry Fee	G Tr - Entry Fee 4/25
Menards	ACT-61612	4/11/2013	76.97	BB	BB FR
Richard Merritt	ACT-61634	4/17/2013	110.00	HS ATHLETICS	
Eric Miller/River City Shootout	ACT-61613	4/11/2013	200.00	BBB FR	
Bruce Mitchell	ACT-61676	4/25/2013	156.00	MSSC	
Monticello High School	ACT-61614	4/11/2013	210.00	G Tr - Entry Fee 4/18 &	B Tr - 4/18 Entry Fee
Monticello Sports	ACT-61615	4/11/2013	10.00	G Soc	
Monticello Sports	ACT-61635	4/17/2013	800.00	BB	
Mount Vernon High School	ACT-61636	4/17/2013	50.00	St Vending	
My Team Products	ACT-61637	4/17/2013	32.50	B Golf FR	
Nature's Vision	ACT-61587	4/3/2013	487.20	Science Club	
Marissa Nie	ACT-61616	4/11/2013	25.50	MSSC	
Olin Cons Ind School	ACT-61588	4/3/2013	1,200.00	FFA	
Mike Palmer	ACT-61618	4/11/2013	108.00	G Soc	

Vendor	Warrant	Date	Amount	Description	
Petty Cash	ACT-61598	4/4/2013	101.00	Book Fair Start Up	
Postmaster	ACT-61589	4/3/2013	115.00	FFA	
Ron Nemmers Photography	ACT-61638	4/17/2013	8.00	St Vending	
Erika Ruhl	ACT-61652	4/19/2013	274.50	ARCHERY	
Natalie Ryther	ACT-61620	4/11/2013	7.48	MSSC	
Sam's Club/Gemb	ACT-61590	4/3/2013	29.77	MSSC	
Sam's Club/Gemb	ACT-61639	4/17/2013	114.34	MSSC	
Steve Sandstrom	ACT-61591	4/3/2013	75.00	HS VOCAL MUSIC	
Scott Schlegel	ACT-61640	4/17/2013	110.00	G Soc	
Scott Schlegel	ACT-61653	4/19/2013	90.00	B Soc	
Sport Supply Group, Inc	ACT-61677	4/25/2013	750.00	B Golf FR	
Jim Stanton	ACT-61641	4/17/2013	140.00	G Tr	
Stone City Quarries	ACT-61642	4/17/2013	497.78	HS ATHLETICS	
Emilee Szawiel	ACT-61643	4/17/2013	60.63	FCS Club	
Courtney Thaden	ACT-61654	4/19/2013	113.00	B Soc	
Theatre Cedar Rapids	ACT-61621	4/11/2013	850.00	AMS Music Fundraiser	
Walmart	ACT-61592	4/3/2013	320.47	ST HILL MISC	St Vending
Walmart	ACT-61622	4/11/2013	463.45	B Tr FR	BBB FR
Walmart	ACT-61644	4/17/2013	194.14	FFA	Class of 2014
Walmart	ACT-61678	4/25/2013	178.39	ST HILL MISC	
West Music	ACT-61593	4/3/2013	1,073.19	HS Instru Music	MSSC
Western Dubuque High School	ACT-61594	4/3/2013	75.00	G Tr - 4/8 Entry Fee	
William Macgill & Co.	ACT-61655	4/19/2013	463.70	ST HILL MISC	
Windstar Lines	ACT-61645	4/17/2013	1,669.00	HS Art FR	
Fund 21 Total			36,253.34		

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

Vendor	Warrant	Date	Amount	Description	
Fund 61					
Anderson Erickson Dairy Co.	NUT~19113	4/17/2013	4,446.47	Purchased Food	
AUS Waterloo MC Lockbox	NUT~19103	4/3/2013	471.35	Supplies	
AUS Waterloo MC Lockbox	NUT~19107	4/11/2013	156.19	Supplies	
AUS Waterloo MC Lockbox	NUT~19114	4/17/2013	367.85	Supplies	
Earthgrains Baking Co's Inc	NUT~19104	4/3/2013	459.65	Purchased Food	
Earthgrains Baking Co's Inc	NUT~19108	4/11/2013	152.80	Purchased Food	
Earthgrains Baking Co's Inc	NUT~19115	4/17/2013	514.05	Purchased Food	
Earthgrains Baking Co's Inc	NUT~19117	4/25/2013	88.40	Purchased Food	
Family Foods	NUT~19105	4/3/2013	17.67	Purchased Food	
Family Foods	NUT~19109	4/11/2013	21.56	Purchased Food	
General Fund	NUT~19110	4/11/2013	27,978.49	Feb Sal/Benefits	
Hobart Service	NUT~19111	4/11/2013	343.95	Equip Repair	
Keck Inc	NUT~19118	4/25/2013	1,967.33	Purchased Food	
Martin Bros Distributing	NUT~19106	4/3/2013	9,137.29	Purchased Food	Ala Carte
Martin Bros Distributing	NUT~19112	4/11/2013	4,697.80	Purchased Food	Ala Carte
Martin Bros Distributing	NUT~19116	4/17/2013	3,991.20	Purchased Food	Ala Carte
Martin Bros Distributing	NUT~19119	4/25/2013	4,074.92	Purchased Food	Ala Carte
Rapids Wholesale	NUT~19120	4/25/2013	100.78	Equip Repair	
	Fund 61 Total		58,987.75		

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Board President

Vendor	Warrant	Date	Amount	Description
Fund 62				
General Fund	ACT~61581	4/3/2013	24,238.76	March Salaries/Benefits
General Fund	ACT~61607	4/11/2013	90.67	St Transportation
General Fund	ACT~61664	4/25/2013	25,705.97	Purchased Food
Legacy Lanes	ACT~61673	4/25/2013	132.00	Student Admissions
Martin Bros Distributing	ACT~61675	4/25/2013	306.38	Purchased Food
Nutritional Services Dept	ACT~61617	4/11/2013	2,152.90	Purchased Food
Pizza Ranch	ACT~61619	4/11/2013	229.35	Purchased Food
Walmart	ACT~61592	4/3/2013	252.78	Purchased Food
Walmart	ACT~61622	4/11/2013	378.85	Supplies
Walmart	ACT~61678	4/25/2013	13.12	Purchased Food
		Fund 62 Total	53,500.78	

AMS Before/After School

Supplies

Purchased Food

I hereby certify that, to the best of my knowledge and belief,
the above accounts payable is correct.

Authorized and Approved

Secretary

Board President

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Financial Reports

CONTACT: Linda Von Behren, Business Manager

BACKGROUND:

The attached financial reports show the cash balances of each of the school's governmental funds, the construction trades fund and the preschool fund. The preschool fund represents the three year old program only, as the four year old program is state funded and accounted for in the general fund.

Also attached are reports showing the previous month's activity and balances for the district's activity fund, food service fund, and day care fund.

THE RECOMMENDATION IS:

"To approve the financial reports as presented"

BALANCES OF FUNDS

April 30, 2013

General Operating Fund

April 1, 2013 Balance	4,781,172
Receipts:	2,030,858
Expenditures:	<u>(977,754)</u>
April 30, 2013 Balance	5,834,276

Management Fund

April 1, 2013 Balance	16,079
Receipts:	87,945
Expenditures:	<u>0</u>
April 30, 2013 Balance	104,024

Physical Plant & Equipment Fund

April 1, 2013 Balance	1,114,377
Receipts:	103,697
Expenditures:	<u>(10,193)</u>
April 30, 2013 Balance	1,207,880

Capital Projects Fund - Fitness Center

April 1, 2013 Balance	2,645
Receipts:	0
Expenditures:	<u>0</u>
April 30, 2013 Balance	2,645 *

* \$2,163.00 Designated - Wrestling Rm

Capital Projects - SAVE - "Secure an Advanced Vision for Education Fund"

April 1, 2013 Balance	1,634,122
Receipts:	253,576
Expenditures:	<u>(33,700)</u>
April 30, 2013 Balance	1,853,999

Debt Service Fund

April 1, 2013 Balance	864,082
Receipts:	5,879
Expenditures:	<u>(5,879)</u>
April 30, 2013 Balance	864,082

Construction Trades Program

April 1, 2013 Balance	(214,044)
Receipts:	900
Expenditures:	<u>0</u>
April 30, 2013 Balance	(213,144)

Three-Year Old Preschool

April 1, 2013 Balance	3,912
Receipts:	3,000
Expenditures:	<u>(2,207)</u>
April 30, 2013 Balance	4,705

5/1/2013
10:42:27 AM

Anamosa C.S.D. (FY 12-13)
Board Report
FOR PERIOD ENDING Apr 12-13

Program:UF0087
Page 1 of 3

Selection Criteria: FUNDS 10

Fund: 10: General

Account Type: Expenditure

Category: +-----+	Appropriation	Current Month	Year To Date	Remaining	YTD % Expended
Unassigned rept code	0.00	3,155.28	6,738.47	-6,738.47	???
11003: Health Services	135,915.00	10,011.58	89,681.79	46,233.21	65.98
11009: Transportation	628,005.00	53,628.48	495,615.10	132,389.90	78.92
11015: Board Of Education	42,238.00	6,479.86	34,393.22	7,844.78	81.43
11016: Fiscal Services	175,033.00	9,147.53	120,069.80	54,963.20	68.60
11018: Office Of Superinten	197,544.00	15,705.93	160,691.71	36,852.29	81.34
11021: General Administrati	659,370.00	53,364.63	525,318.26	134,051.74	79.67
11024: Fixed Charges	4,879.00	406.59	4,065.90	813.10	83.33
11027: Plant Operation	578,086.00	48,395.18	446,337.95	131,748.05	77.21
11030: Utilities	308,664.00	31,636.41	244,718.38	63,945.62	79.28
11033: AEA Pass Through	478,941.00	0.00	478,941.00	0.00	100.00
11036: General Education-Di	885,960.00	20,664.36	624,135.72	261,824.28	70.45
11038: At Risk	256,240.00	17,629.75	173,089.51	83,150.49	67.55
11039: High School	2,086,486.00	178,620.48	1,320,718.70	765,767.30	63.30
11042: Middle School	1,535,869.00	116,482.37	999,479.38	536,389.62	65.08
11045: Elementary	1,561,267.00	124,894.46	1,015,397.93	545,869.07	65.04
11046: Preschool Program	205,585.00	13,642.41	135,407.15	70,177.85	65.86
11047: Teacher Quality	648,485.00	56,019.97	491,141.60	157,343.40	75.74
11049: Professional Develop	70,535.00	159.80	5,348.55	65,186.45	7.58
11051: Special Education	1,844,410.00	116,292.13	1,078,116.91	766,293.09	58.45
11053: Federal Programs	367,177.00	23,790.23	208,867.87	158,309.13	56.88
11054: Arra Stimulus Funds	0.00	0.00	43,609.53	-43,609.53	???
11059: Curriculum	0.00	0.00	2,861.94	-2,861.94	???
11079: Early Intervention	9,625.00	38.87	5,340.39	4,284.61	55.48
11088: Federal Programs	0.00	0.00	0.00	0.00	???
11089: Arra Funding	0.00	0.00	0.00	0.00	???
Total	12,680,314.00	900,166.30	8,710,086.76	3,970,227.24	68.69

Prior Year: 66.94%

5/1/2013
10:42:27 AM

Anamosa C.S.D. (FY 12-13)
Board Report
FOR PERIOD ENDING Apr 12-13

Program:UF0087
Page 2 of 3

Fund: 10: General

Account Type: Revenue

Category: +-----+	Appropriation	Current Month	Year To Date	Remaining	YTD % Expended
Unassigned rept code	0.00	0.00	11,858.06	-11,858.06	???
11003: Health Services	1,395.00	0.00	3,051.00	-1,656.00	218.71
11046: Preschool Program	204,034.00	21,191.00	169,428.00	34,606.00	83.04
11047: Teacher Quality	83,752.00	8,375.00	67,000.00	16,752.00	80.00
11054: Arra Stimulus Funds	0.00	0.00	0.00	0.00	???
11060: Property Taxes	3,865,232.00	1,123,212.48	3,551,982.25	313,249.75	91.90
11062: Mobile Home Tax	15,000.00	2,242.72	12,409.32	2,590.68	82.73
11064: Tuition	469,580.00	74,714.10	370,712.99	98,867.01	78.95
11066: Student Fees	69,800.00	7,853.30	59,347.08	10,452.92	85.02
11068: Spec Education Contr	199,434.00	0.00	112,291.59	87,142.41	56.31
11070: Other Local	339,685.00	9,152.40	168,830.47	170,854.53	49.70
11071: Intermediate Funds	0.00	0.00	0.00	0.00	???
11072: Fund Revenue	0.00	2,429.00	13,980.26	-13,980.26	???
11075: Misc State Revenue	745,214.00	73,553.00	583,456.87	161,757.13	78.29
11076: Foundation Aid	5,672,644.00	561,245.00	4,514,036.00	1,158,608.00	79.58
11077: Instructional Suppor	0.00	0.00	0.00	0.00	???
11078: AEA Pass Through	478,941.00	0.00	478,941.00	0.00	100.00
11079: Early Intervention	71,513.00	7,151.00	57,208.00	14,305.00	80.00
11082: Non-Public Transp	12,500.00	0.00	0.00	12,500.00	0.00
11084: Non-Public Textbooks	875.00	0.00	978.36	-103.36	111.81
11085: Other State Aid	0.00	0.00	1,128.00	-1,128.00	???
11086: State/Fed Vocational	10,500.00	0.00	0.00	10,500.00	0.00
11088: Federal Programs	449,302.00	14,306.63	238,567.50	210,734.50	53.10
11089: Arra Funding	0.00	0.00	0.00	0.00	???
Total	12,689,401.00	1,905,425.63	10,415,206.75	2,274,194.25	82.08

Prior Year: 82.39%

Fund 21: Student Activity

Account Tag 10: Activities

Project	Opening Balance	Receipts	Expenditures	Adjustment	Ending Balance
6110: Drama	1,256.87	1,757.00	480.45	0.00	2,533.42
6120: Speech	-228.00	52.00	0.80	0.00	-176.80
6210: Vocal	259.05	75.00	-1.30	0.00	335.35
6215: Musicals	2,349.31	0.00	0.00	0.00	2,349.31
6220: Instrumental	5,935.51	0.00	1,763.74	0.00	4,171.77
6222: MS Instr Music Fundr	11,704.39	121.00	6,323.95	0.00	5,501.44
6225: HS Music Trip Fund	4,167.59	1,361.00	0.00	0.00	5,528.59
6645: Cross-Country	-736.56	0.00	0.00	0.00	-736.56
6646: Cross Country Fundrs	4,403.05	0.00	0.00	0.00	4,403.05
6711: Boy's Basketball	4,135.22	765.00	0.00	0.00	4,900.22
6712: B'basketball Fundrsr	3,286.84	0.00	411.14	0.00	2,875.70
6721: Boy's Football	9,654.80	0.00	0.00	0.00	9,654.80
6722: Football Fundraiser	68.93	0.00	40.00	0.00	28.93
6725: Boy's Soccer	-940.00	230.06	337.14	0.00	-1,047.08
6726: B'soccer Fundraiser	2,328.92	435.00	0.00	0.00	2,763.92
6731: Boy's Baseball	-1,371.41	-765.00	1,011.45	0.00	-3,147.86
6732: Baseball Fundraiser	3,431.74	340.00	261.48	0.00	3,510.26
6741: Boy's Track	-772.93	753.00	632.67	0.00	-652.60
6742: B Track Fundraiser	3,346.89	563.00	1,796.61	0.00	2,113.28
6761: Boy's Golf	0.00	0.00	57.50	0.00	-57.50
6762: B Golf Fundrsr	1,916.44	2,886.00	2,331.34	0.00	2,471.10
6791: Boy's Wrestling	730.79	0.00	0.00	0.00	730.79
6792: Wrestling Fundraiser	932.40	0.00	0.00	0.00	932.40
6811: Girl's Basketball	1,845.00	0.00	0.00	0.00	1,845.00
6812: G Basketball Fundrsr	412.68	0.00	0.00	0.00	412.68
6815: Girl's Volleyball	1,685.85	0.00	0.00	0.00	1,685.85
6816: Volleyball Fundraise	5,028.93	1,000.00	0.00	0.00	6,028.93
6825: Girl's Soccer	-2,261.60	620.00	705.00	0.00	-2,346.60
6826: G' Soccer Fundraiser	-557.44	1,155.00	93.25	0.00	504.31
6835: Girl's Softball	-358.57	0.00	118.71	0.00	-477.28
6836: Softball Fundraiser	3,157.90	0.00	0.00	0.00	3,157.90
6841: Girl's Track	-305.76	1,057.00	2,018.67	0.00	-1,267.43
6842: G Track Fundraiser	2,296.95	386.00	1,024.30	0.00	1,658.65
6861: Girl's Golf	280.75	0.00	22.50	0.00	258.25
6862: G Golf Fundrsr	2,030.40	1,835.00	1,258.11	0.00	2,607.29
6900: HS Gen Athletics	6,926.18	196.00	702.26	0.00	6,419.92

Anamosa C.S.D. (FY 12-13)
Treasurer Summary FD 21 MTD
for period ending Apr 12-13

Account Tag 10: Activities

Project	Opening Balance	Receipts	Expenditures	Adjustment	Ending Balance
7410: Annual	7,079.42	100.00	0.00	0.00	7,179.42
7420: Class Of 2010	0.00	0.00	0.00	0.00	0.00
7421: Class Of 2011	0.00	0.00	0.00	0.00	0.00
7422: Class Of 2012	0.00	0.00	0.00	0.00	0.00
7423: Class Of 2013	6,068.89	10.00	25.00	0.00	6,053.89
7424: Class of 2014	176.68	1,785.00	875.47	0.00	1,086.21
7425: Class Of 2015	500.00	0.00	0.00	0.00	500.00
7426: Class Of 2016	500.00	0.00	0.00	0.00	500.00
7429: Class Of 2009	0.00	0.00	0.00	0.00	0.00
7430: Ffa Scholarship	9,294.63	0.00	0.00	0.00	9,294.63
7431: Ffa	98,688.99	78.73	3,750.41	0.00	95,017.31
7432: Biological Science	1,421.99	144.00	539.20	0.00	1,026.79
7433: Spanish Club	1,576.69	0.00	0.00	0.00	1,576.69
7434: French Club	798.51	0.00	0.00	0.00	798.51
7435: H.s. Art Fundraising	1,685.83	1,386.00	2,911.00	0.00	160.83
7436: Cheerleaders/Pom Pon	0.00	0.00	0.00	0.00	0.00
7437: Cheerleaders Resale	1,034.04	0.00	0.00	0.00	1,034.04
7438: Archery Club	6,095.60	0.00	499.50	0.00	5,596.10
7441: M.s. Student	9,530.70	1,583.18	565.17	0.00	10,548.71
7442: MS Concessions	555.37	0.00	0.00	0.00	555.37
7443: Dance Squad	0.00	0.00	0.00	0.00	0.00
7446: Parent Partner	25.01	0.00	0.00	0.00	25.01
7447: Student Success Stor	125.55	0.00	0.00	0.00	125.55
7448: Special Ed Fundraisr	202.52	0.00	0.00	0.00	202.52
7449: Dance Squad-Fundr/Re	0.00	0.00	0.00	0.00	0.00
7451: Interact Club	3,605.40	0.00	0.00	0.00	3,605.40
7452: Student Council	2,490.51	722.79	0.00	0.00	3,213.30
7453: Sh Service Project	27.95	0.00	0.00	0.00	27.95
7454: Elp/Sci Store	616.26	0.00	0.00	0.00	616.26
7456: Nhs Fundraiser	30.69	0.00	0.00	0.00	30.69
7457: FCS Club	298.68	0.00	60.63	0.00	238.05
7480: Watch Dogs - Strawberry Hill	758.29	135.00	0.00	0.00	893.29
7481: Watch Dogs - Middle School	-182.81	45.00	0.00	0.00	-137.81
7490: Strawberry Hill: Mis	17,826.68	3,667.54	4,434.00	0.00	17,060.22
7491: Vending Machine	6,395.99	121.25	175.63	0.00	6,341.61
7492: Wellness-Raiders Rac	3,512.84	575.00	167.29	0.00	3,920.55
7493: Fit 4 Life	524.84	100.00	412.47	0.00	212.37

Account Tag 10: Activities

Project	Opening Balance	Receipts	Expenditures	Adjustment	Ending Balance
7494: Vending Re-Sale	1,389.18	178.00	0.00	0.00	1,567.18
7497: Veterans Day	1,780.48	0.00	0.00	0.00	1,780.48
7498: Trapshoot Club	132.35	0.00	0.00	0.00	132.35
7621: Weight Room	1,398.34	0.00	0.00	0.00	1,398.34
Account Tag 10: Activities total	262,007.20	25,453.55	35,805.54	0.00	251,655.21
Fund total	262,007.20	25,453.55	35,805.54	0.00	251,655.21

NUTRITIONAL SERVICES PROGRAM - ANAMOSA COMMUNITY SCHOOL DISTRICT

April 1, 2013 - April 30, 2013

CODE	DESCRIPTION	BALANCE	YTD
April 1, 2013	Beginning Fund Equity	83,753.55	\$ 100,489.05
	Includes contributed capital, depr and GAAP entries		
			YTD
RECEIPTS			Receipts
1510	Interest	4.27	37.64
1611	Student Lunch	15,772.09	214,941.42
1612	Student Breakfast	6,697.75	14,585.35
1613	Student/Adult Milk	751.45	11,350.85
1621	Student Ala Carte	11,326.90	47,461.85
1622	Adult Lunch & Ala Carte	-2,835.00	8,074.20
1623	Adult Breakfast		0.00
1631	Special Functions/Other Receipts	331.97	3,052.96
1634	Sales - Other Entity	2,152.90	20,805.95
1989	Refund: Prior Year Expenditure		576.27
3251	State Lunch Reimbursement	0.00	9,483.74
3252	State Breakfast Reimbursement	0.00	538.77
4552	Federal Breakfast Reimbursement	2,936.44	19,504.45
4553	Federal Lunch Reimbursement	16,462.01	142,509.61
4558	Team Nutrition Grant		0.00
4951	Commodities		0.00
5210	Transfer from Fund 10		0.00
6100	Capital Contribution		0.00
TOTAL RECEIPTS		53,600.78	492,923.06
			YTD
EXPENSES			Expenses
151	Office/Clerical	254.87	2,038.96
191	Cooks	17,476.29	183,432.13
220	FICA	1,259.56	13,253.92
231	IPERS	1,520.46	15,442.62
273	Health Insurance	2,496.51	24,535.41
331	Registration		0.00
433	Equipment Repair	444.73	3,190.33
532	Phone		196.05
580	Travel		465.04
618	Supplies/Expenses	2,737.28	22,604.36
631	Food	25,909.08	231,891.64
631	Ala Carte Food	1,967.10	11,970.36
639	Commodities		0.00
652	Software		1,102.84
653	Parts		0.00
790	Equipment/Depreciation		0.00
TOTAL EXPENSES		54,065.88	510,123.66
April 30, 2013 Fund Equity Balance			83,288.45

DAY CARE PROGRAMS

2012-2013

April 1, 2013 - April 30, 2013

CODE	DESCRIPTION	Month to Date Revenues	Month to Date Expenses	BALANCE	
April 1, 2013 Day Care Balance				99,084.21	
1920 Donation		0.00			
RAINBOW					
1840 Childcare Services		29,804.83			
1999 Miscellaneous Revenue		0.00			
191 Day Care Worker			14,848.50		
193 Overtime			62.02		
220 FICA			1,110.28		
231 IPERS			1,292.73		
273 Health Insurance			1,219.80		
331 Registrations					
432 Building R & M					
433 Equipment R & M					
532 Phone/Internet					
540 Advertising					
580 Travel					
618 Other			139.98		
631 Purchased Food			2,061.48		
652 Tech-Related Software					
734 Tech -Related Hardware					
739 Other Equipment					
814 Admissions					
TOTAL RAINBOW REVENUES		29,804.83			RAINBOW
					203,523.70 Year-To-Date Revenues
TOTAL RAINBOW EXPENSES			20,734.79		
RAINBOW NET MARGIN FOR THE MONTH				\$9,070.04	202,632.20 Year-To-Date Expenses
RAINBOW NET MARGIN YEAR-TO-DATE					\$891.50 Year-To-Date Net Margin

DAY CARE PROGRAMS

2012-2013

April 1, 2013 - April 30, 2013

KIDS QUEST

1840 Childcare Services	15,073.27			
1958 Other Sales of Services	284.00			
1999 Miscellaneous Revenue	9.19			
1510 Interest		5,110.82		
191 Day Care Worker		0.00		
193 Overtime		294.43		
220 FICA		402.57		
231 IPERS		406.60		
273 Health Insurance		90.67		
511 Student Transportation				
540 Advertising				
580 Travel				
618 Other		177.24		
631 Purchased Food		881.68		
652 Tech-Related Software				
734 Tech-Related Hardware				
739 Other Equipment				
814 Admissions		132.00		
TOTAL KIDS QUEST - ANAMOSA REVENUES	15,366.46			
TOTAL KIDS QUEST-ANAMOSA EXPENSES		7,496.01		
KIDS QUEST - ANAMOSA NET MARGIN FOR THE MONTH			7,870.45	
KIDS QUEST-ANAMOSA NET MARGIN YEAR-TO-DATE				37,515.04
				Year-To-Date Net Margin

KIDS QUEST

109,573.97	Year-To-Date Revenues
72,058.93	Year-To-Date Expenses
37,515.04	Year-To-Date Net Margin

Middle School Before/After Program

	Revenues	Expenses		
1840 Childcare Services	1,046.70			
1999 Misc Revenue	0.00			
191 Day Care Worker		823.78		
103 Overtime				
220 FICA		63.02		
231 IPERS		71.42		
540 Advertising				
580 Travel				
618 Other				
631 Purchased Food		73.00		
739 Other Equipment				
814 Admissions				
TOTAL MIDDLE SCHOOL REVENUES	1,046.70			
TOTAL MIDDLE SCHOOL EXPENSES		1,031.22		
MIDDLE SCHOOL BEFORE/AFTER NET MARGIN FOR THE MONTH			15.48	
MIDDLE SCHOOL BEFORE/AFTER NET MARGIN YEAR-TO-DATE				(3,599.33)
				Year-To-Date Net Margin

Middle School Before/After Program

4,708.71	Year-To-Date Revenues
8,308.04	Year-To-Date Expenses

(3,599.33) Year-To-Date Net Margin

TOTAL REVENUES

46,217.99

TOTAL EXPENSES

29,262.02

TOTAL DAY CARE PROGRAM NET MARGIN -

\$16,955.97

TOTAL DAY CARE PROGRAM NET MARGIN - YEAR-TO-DATE

\$317,806.38	Year-To-Date Revenues
\$282,999.17	Year-To-Date Expenses
\$34,807.21	Year-To-Date Net Margin

April 30, 2013 Fund Equity

\$116,040.18

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Personnel Appointments and Adjustments

CONTACT: Superintendent Brian Ney

BACKGROUND:

Routine personnel matters, as outlined in attachment, are recommended for approval.

THE RECOMMENDATION IS:

“The Board of Education approve the personnel items as listed.”

PERSONNEL APPOINTMENTS & ADJUSTMENTS – 5-20-13

	<u>BLDG. /SUBJECT</u>	<u>REASON</u>	<u>EFF. DATE</u>
<u>CERTIFIED STAFF</u>			
Rich Ginn	Drivers Education Teacher (Classroom & Driving)	Open Position	Immediately
Casey Ditch	Drivers Education Teacher (Driving only)	Open Position	Immediately
<u>CLASSIFIED STAFF</u>			
Donna Alger	Middle School Secretary	Transfer to Open Position (Wageman)	July 31, 2013

COACHING/EXTRA-CURRICULAR

RESIGNATION

BOARD OF EDUCATION MEETING
May 20, 2013

ISSUE: Middle School Update

CONTACT: Superintendent Brian Ney

BACKGROUND:

An update on the new middle school will be given.

RECOMMENDATION:

If action is needed, it can be one at this time.

Septagon Construction Co., Inc - Ced

3500 J Street SW

Cedar Rapids, IA 52404

Phone: 319-365-6948

Fax: 319-365-9362

Meeting Agenda/Minutes

No. 9.03

PROJECT TITLE: Anamosa Community School District

MEETING DATE: 5/20/2013

LOCATION: High School

SUBJECT: May Status Report

ITEM	STATUS	STARTED	DUE	BALL IN COURT
1.000	OPN			

CONSTRUCTION MANAGERS REPORT

1.032	NEW	5/13/2013	5/16/2013	SCCI-CED	KL
-------	-----	-----------	-----------	----------	----

I will not be attending the Board Meeting On the 20th, as I will be on vacation with my daughter, please feel free to contact me with any questions.

1.033	NEW	5/13/2013	5/16/2013	SCCI-CED	KL
-------	-----	-----------	-----------	----------	----

Talking with Bryce Ricklefs today 5/13/13, he stated that they would be getting to the school later this week, to start on the Punch List items pertaining to their Work Package. We also discussed the areas to the north that have considerable erosion taking place, addressing some of these areas of erosion will be at additional cost, as there needs to be erosion matting in place. This erosion matting was part of the Landscaping Work Package that was not awarded. We also discussed the issue of water standing on the south end of the property. Reviewing the site plan, the area in question is graded as the plan shows. The south end of the School Districts property is shown to be flat and match the original grade at the edge of the creek. The property to the south is at a lower elevation. So the way the Construction Documents show this area, during a heavy rain fall there may be some ponding and standing water until the water is absorbed or evaporates.

The Exterior Concrete contractor has replaced the concrete called out in the Punch List, and has been working on the caulking of control joints.

I am still waiting for confirmation from the Building Concrete, Electrical, and Mechanical contractors, that they have completed their Punch List Items.

2.000	OPN				
-------	-----	--	--	--	--

ITEMS FOR DISCUSSION & REQUIRING BOARD ACTION

2.156	NEW	5/13/2013	5/16/2013	ACSD	BD
-------	-----	-----------	-----------	------	----

The School District was contacted by the Department of Natural Resources, regarding a complaint of erosion entering the creek. I contacted the DNR agent, discussed the areas of concern, and met Ricklefs Excavation on site to abate the issues. The majority of Ricklefs time spent on site will be billable for the installation of silt fence on areas that have been seeded, and for silt fence to control the erosion within the site. The silt fence at the outlet structure of the sediment basin, will be at their cost, this time. The main concern of the DNR agent is the un-stabilized ground creating a potential for run off. We need to get the erosion matting and seeding in place. Please let me know what the School District is planning for the completion of the seeding as the DNR agent has requested me to provide them with the schedule for completion of seeding.

3.000	OPN				
-------	-----	--	--	--	--

CHANGE ORDER STATUS

3.030	NEW	5/13/2013	5/16/2013	SCCI-CED	KL
-------	-----	-----------	-----------	----------	----

There have been no changes to the log of all Change Documents By Change Management Number, since the last Status Report.

4.000	OPN				
-------	-----	--	--	--	--

SCHEDULE UPDATE

Prepared By: Septagon Construction Co., Inc - Ced

Signed: _____

Kevin Lauver

Dated: 5/13/2013

Septagon Construction Co., Inc - Ced

3500 J Street SW

Cedar Rapids, IA 52404

Phone: 319-365-6948

Fax: 319-365-9362

Meeting Agenda/Minutes

No. 9.03

PROJECT TITLE: Anamosa Community School District

MEETING DATE: 5/20/2013

LOCATION: High School

SUBJECT: May Status Report

ITEM	STATUS	STARTED	DUE	BALL IN COURT
4.030	NEW	5/13/2013	5/16/2013	

WP 03A Building Concrete - KE Flatwork will be complete and would like to schedule a meeting on either 5/29 or 5/30 to walk through the completed work with the Board President.

WP 23A & 23D HVAC - Geisler Brothers working on getting their balancing completed, will contact me to review when it is complete.

WP 26A & 26D Acme Electric has a replacement floor box cover for B101 and plans to have it installed this week.

WP 31A Sitework - Ricklefs Excavating plans to be on site by the end of the week of.

WP 32B Exterior Concrete - Eggleston Concrete plans to have the caulking and sealing done by the end of the week, weather permitting.

WP 03D Building Concrete - Tricon Construction has approval on the Cem-Coat Stone Gray Colored Cementitious Floor Coating and will plan to install after school is out for the summer.

5.000 OPN

BUDGET UPDATE

Prepared By: Septagon Construction Co., Inc - Ced

Signed: _____

Kevin Lauver

Dated: 5/13/2013

Septagon Construction Co., Inc - Ced

Meeting Agenda/Minutes

3500 J Street SW

No. 9.03

Cedar Rapids, IA 52404

Phone: 319-365-6948

Fax: 319-365-9362

PROJECT TITLE: Anamosa Community School District

MEETING DATE: 5/20/2013

LOCATION: High School

SUBJECT: May Status Report

ITEM	STATUS	STARTED	DUE	BALL IN COURT
5.030	NEW	5/13/2013	5/16/2013	SCCI-CED KL

Area A, B & C: Review the attached Budget, AIA Document G703 Continuation Sheet, application No.: 00027.

Balance shown on Pay Application No.: 00027 in General Conditions is \$18,334.68.

Balance shown on Pay Application No.: 00027 in Contingency is \$56,228.52.

Balance shown on Pay Application No.: 00027 in Reimbursables is \$22,562.01.

Balance shown on Pay Application No.: 00027 in Owner Expenses \$78,147.63.

Balance shown on Pay Application No.: 00027 in Landscaping Budget \$55,000.00

There is no pay application this month for Area D, listed below is the information from last months application.

Area D - FEMA Safe Room: Review the attached Budget, AIA Document G703 Continuation Sheet, application No.: 00011.

Balance shown on Pay Application No.: 00011 in General Conditions Non FEMA is \$53,938.99.

Balance shown on Pay Application No.: 00011 in General Conditions FEMA is \$29,028.41.

Balance shown on Pay Application No.: 00011 in Reimbursables is \$0.48.

Total Balance left in budget for General Conditions + Contingency + Reimbursables = \$180,093.09.

Contracts left to closeout Areas A, B, &C:

WP 03A - KE Flatwork \$13,285.50
WP 23A - Geisler Brothers \$102,271.42
WP 26A - Acme Electric \$59,213.30
WP 31A - Ricklefs Excavating \$82,582.95
WP 32B - Eggleston Concrete \$34,536.05

Contracts left to closeout Area D:

WP 03D & 05D - Tricon Construction \$ 11,945.00
WP 23D - Geisler Brothers \$5,245.00
WP 26D - Acme Electric \$11,698.90

Prepared By: Septagon Construction Co., Inc - Ced

Signed: _____
Kevin Lauver

Dated: 5/13/2013

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00027

APPLICATION DATE:

PERIOD TO: 5/1/2013

ARCHITECT'S PROJECT NO.: 511006

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)		
01A	CM Fee (Septagon)	\$264,668.00	\$264,668.00	\$0.00	\$0.00	\$264,668.00	100.000	\$0.00	\$0.00
01B	Architect Fee (DLR Group)	\$750,000.00	\$720,578.71	\$0.00	\$0.00	\$720,578.71	96.077	\$29,421.29	\$0.00
01C	General Conditions	\$256,824.62	\$237,739.94	\$750.00	\$0.00	\$238,489.94	92.861	\$18,334.68	\$0.00
01D	Contingency	\$60,009.95	\$3,781.43	\$0.00	\$0.00	\$3,781.43	6.301	\$56,228.52	\$0.00
01E	Reimbursables	\$390,000.00	\$365,032.00	\$2,405.99	\$0.00	\$367,437.99	94.215	\$22,562.01	\$0.00
01F	Site Acquisition	\$645,331.69	\$645,331.69	\$0.00	\$0.00	\$645,331.69	100.000	\$0.00	\$0.00
01G	Owner Expenses	\$200,000.00	\$121,852.37	\$0.00	\$0.00	\$121,852.37	60.926	\$78,147.63	\$0.00
02A	Building Demolition	\$20,374.00	\$20,374.00	\$0.00	\$0.00	\$20,374.00	100.000	\$0.00	\$0.00
03A	Building Concrete (KE Flatwork)	\$665,660.00	\$652,374.50	\$0.00	\$0.00	\$652,374.50	98.004	\$13,285.50	\$0.00
04A	Masonry (Seedoff)	\$1,625,367.62	\$1,625,367.62	\$0.00	\$0.00	\$1,625,367.62	100.000	\$0.00	\$0.00
05A	Structural Steel & Precast Concrete (Cedar Va	\$966,902.88	\$966,902.88	\$0.00	\$0.00	\$966,902.88	100.000	\$0.00	\$0.00
06A	Carpentry (Garing)	\$1,061,279.00	\$1,061,279.00	\$0.00	\$0.00	\$1,061,279.00	100.000	\$0.00	\$0.00
07A	Metal Roofing (Giese Roofing)	\$154,022.00	\$154,022.00	\$0.00	\$0.00	\$154,022.00	100.000	\$0.00	\$0.00
07B	EPDM Roofing (Geisler Brothers)	\$497,620.75	\$497,620.75	\$0.00	\$0.00	\$497,620.75	100.000	\$0.00	\$0.00
08A	Aluminum Assemblies & Glazing (Dubuque Gl	\$242,000.00	\$242,000.00	\$0.00	\$0.00	\$242,000.00	100.000	\$0.00	\$0.00
09A	Painting (Feaker Painting)	\$100,578.00	\$100,578.00	\$0.00	\$0.00	\$100,578.00	100.000	\$0.00	\$0.00
09B	Floor Coverings (Commercial Flooring)	\$110,845.00	\$110,845.00	\$0.00	\$0.00	\$110,845.00	100.000	\$0.00	\$0.00
09C	Acoustical Ceilings (Acoustics By Washburn)	\$83,185.90	\$83,185.90	\$0.00	\$0.00	\$83,185.90	100.000	\$0.00	\$0.00
09E	Wood Flooring (Midwest Floor Covering)	\$68,100.00	\$68,100.00	\$0.00	\$0.00	\$68,100.00	100.000	\$0.00	\$0.00
11A	Kitchen Equipment (Strategic Equipment)	\$268,425.00	\$268,425.00	\$0.00	\$0.00	\$268,425.00	100.000	\$0.00	\$0.00
11B	Gym Equipment (IA Direct Equipment)	\$30,500.00	\$30,500.00	\$0.00	\$0.00	\$30,500.00	100.000	\$0.00	\$0.00
12A	Casework (District Admin dba VIPS)	\$185,313.00	\$185,313.00	\$0.00	\$0.00	\$185,313.00	100.000	\$0.00	\$0.00
12B	Bleachers (IA Direct Equipment)	\$36,400.00	\$36,400.00	\$0.00	\$0.00	\$36,400.00	100.000	\$0.00	\$0.00
21A	Sprinkler (Tri-State Automatic Sprinkler)	\$101,081.00	\$101,081.00	\$0.00	\$0.00	\$101,081.00	100.000	\$0.00	\$0.00
22A	Plumbing (Dubuque Plumbing-Portzen)	\$618,627.20	\$618,627.20	\$0.00	\$0.00	\$618,627.20	100.000	\$0.00	\$0.00
23A	HVAC (Geisler Brothers)	\$2,045,428.31	\$1,943,156.89	\$0.00	\$0.00	\$1,943,156.89	95.000	\$102,271.42	\$0.00
26A	Electrical (Acme Electric)	\$1,184,266.00	\$1,125,052.70	\$0.00	\$0.00	\$1,125,052.70	95.000	\$59,213.30	\$0.00
31A	Sitework (Ricklets)	\$1,551,659.08	\$1,569,076.13	\$0.00	\$0.00	\$1,569,076.13	95.000	\$82,582.95	\$0.00
32B	Exterior Concrete (Eggleston Concrete)	\$689,021.00	\$656,184.95	\$0.00	\$0.00	\$656,184.95	95.234	\$32,836.05	\$0.00
32C	Landscaping (Budget)	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$55,000.00	\$0.00
50A	Area D (Budget)	\$19,318.00	\$17,618.00	\$0.00	\$0.00	\$17,618.00	91.200	\$1,700.00	\$0.00
		\$15,047,808.00	\$14,493,068.66	\$3,155.99	\$0.00	\$14,496,224.65	96.33%	\$551,583.35	\$0.00

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

This document has been reproduced electronically with the permission of The American Institute of Architects under License 87003 to Primavera Systems, Inc. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

G703-1992

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: District Vision/Future Facilities Discussion

CONTACT: Superintendent Brian Ney

BACKGROUND:

Discussion can continue on future facility planning.

We have two quotes for Geotechnical Engineering – soil boring, as it is more commonly known. Both meet the specifications according to the Architect. Both companies have offices in Cedar Rapids.

Braun Intertec \$6,345

Terracon \$7,450

Terracon did the soil borings at AMS.

THE SUPERINTENDENT'S RECOMMENDATION IS:

“accept the low quote of \$6,345 from Braun Intertec.”

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Approve Quit Claim Deed – St. Hill – E. 2nd Street

CONTACT: Superintendent Brian Ney

BACKGROUND:

The City of Anamosa has approved deeding the portion of East Second Street next to the Strawberry Hill Parking lot to the District as we requested. Another segment of property to the west along East Second Street is apparently attached to the section we want. What we will approve is to accept the Quit Claim from the City for the section of property we want and approve a Quit Claim from us to the City for the section of property we do not want.

THE SUPERINTENDENT'S RECOMMENDATION IS:

“approve the Quit Claim deeds as presented”

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Approve Bond Sale Resolution

CONTACT: Brian Ney, Superintendent

BACKGROUND:

The Board needs to pass the enclosed Resolution authorizing the sale of bonds on June 3, 2013.

THE SUPERINTENDENT'S RECOMMENDATION IS:

“approve the Resolution for the sale of \$9,850,000 in General Obligation School Bonds.”

May 20, 2013

The Board of Directors of the Anamosa Community School District (the "District"), in the Counties of Jones and Linn, State of Iowa, met in regular session, in the Library at the Anamosa High School, 209 Sadie Street, Anamosa, Iowa, 52205 at 7:00 o'clock P.M., on the above date. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Lowell Tiedt, President	<input type="checkbox"/>	<input type="checkbox"/>
Rich Crump, Vice President	<input type="checkbox"/>	<input type="checkbox"/>
Kandi Behnke	<input type="checkbox"/>	<input type="checkbox"/>
Kristine Kilburg	<input type="checkbox"/>	<input type="checkbox"/>
Shaun Lambertsen	<input type="checkbox"/>	<input type="checkbox"/>
Connie McKean	<input type="checkbox"/>	<input type="checkbox"/>
Anna Mary Riniker	<input type="checkbox"/>	<input type="checkbox"/>

The matter of the issuance of General Obligation School Bonds, Series 2013 was discussed. Whereupon, there was introduced and caused to be read a resolution entitled " RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$9,850,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2013, APPROVING ELECTRONIC BIDDING PROCEDURES AND APPROVING AN OFFICIAL STATEMENT ". The resolution was moved and seconded as follows, and after due consideration of said resolution by the District, the Vice President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Lowell Tiedt, President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rich Crump, Vice President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kandi Behnke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kristine Kilburg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shaun Lambertsen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Connie McKean	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anna Mary Riniker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

Upon motion and vote, the meeting adjourned.

Vice President of the Board of Directors

Attest:

Secretary

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$9,850,000
GENERAL OBLIGATION SCHOOL BONDS, SERIES 2013, APPROVING
ELECTRONIC BIDDING PROCEDURES AND APPROVING AN OFFICIAL
STATEMENT

WHEREAS, at a special election of the qualified electors of the Anamosa Community School District in the Counties of Jones and Linn, State of Iowa, held on April 2, 2013, the voters authorized the issuance of \$16,950,000 of General Obligation School Bonds for the District for the purposes of (i) building, constructing, furnishing and equipping additions to the existing high school building, including a Performing Arts Center, instructional space and athletic facilities, and related remodeling; (ii) remodeling, repairing, reconstructing, improving, furnishing and equipping the existing high school building and site; (iii) constructing, improving, furnishing and equipping athletic facilities at the existing middle school site; and (iv) remodeling, repairing, reconstructing, improving, furnishing and equipping the existing elementary school building and improving the site (collectively the "Projects") ; and

WHEREAS, this Board finds it advisable and necessary that bonds authorized at the election be offered for sale for the purpose authorized at the election; and

WHEREAS, the Board deems it in the best interests of the School District and the residents thereof to receive bids to purchase such General Obligation School Bonds by means of both sealed and electronic internet communication; and

WHEREAS, the Board has received information from its Financial Advisor, recommending the procedure for electronic bidding so as to provide for the integrity of the competitive bidding process and to facilitate the delivery of bids by interested parties:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE ANAMOSA COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF JONES AND LINN, STATE OF IOWA:

Section 1. That the PARITY[®] Competitive Bidding System described in the Notice of Sale is found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale of \$9,850,000 General Obligation School Bonds, Series 2013.

Section 2. That all electronic bidding shall be submitted in substantial conformity with Iowa Code Section 75.14 and Chapter 554D.

Section 3. That General Obligation School Bonds, Series 2013, in the aggregate amount of \$9,850,000, to be issued as referred to in the preamble of this Resolution, to be dated the date of delivery, will be offered for sale pursuant to published advertisement.

Section 4. That the Secretary of the Board of this School District publish notice of the sale of bonds at least once, the last one of which is not less than four days nor more than twenty days before the date of the sale. Publication will be in Anamosa Journal-Eureka, a legal newspaper published wholly in the English language, published within the County in which the bonds are to be offered for sale or an adjacent County. Notice is given pursuant to Iowa Code chapter 75 that bids will be received and acted upon by this Board at a meeting to be held at 7:00 o'clock P.M. on June 3, 2013; the notice must be in substantially the following form:

**NEWSPAPER COPY
TO BE PUBLISHED AFTER MAY 14, 2013 AND BEFORE MAY 30, 2013**

(One publication required)

NOTICE OF BOND SALE

Time and Place of Sale: Sealed bids or electronic bids for the sale of General Obligation School Bonds, Series 2013, of the Anamosa Community School District, in the Counties of Jones and Linn, State of Iowa (the "Issuer"), will be received at the office of the Superintendent until 12:00 o'clock P.M. on June 3, 2013. The bids will be publicly opened at that time and evaluated by the Superintendent, Board Secretary and Financial Advisor and referred for action at the meeting of the Board of Directors.

Sale and Award: The sale and award of the bonds will be held at the Board meeting scheduled at 7:00 o'clock P.M. on the same date.

The Bonds. The bonds to be offered are the following:

GENERAL OBLIGATION SCHOOL BONDS, SERIES 2013, in the principal amount of \$9,850,000* to be dated the date of delivery (the "Bonds").

**The Issuer may increase or decrease each maturity to remain within levy limitations, but the total amount to be issued will not exceed \$10,000,000.*

Manner of Bidding: Open bids will not be received. No bid will be received after the time specified above for receiving bids. Bids will be received by any of the following methods:

- **Sealed Bidding:** Sealed bids or electronic proposals may be submitted and will be received at the office of the Superintendent, Anamosa Community School District, Anamosa, Iowa.
- **Electronic Bidding:** Electronic bids via PARITY® will be received at the office of the Superintendent, Anamosa Community School District, Anamosa, Iowa. The bids must be submitted through PARITY.®
- **Electronic Facsimile Bidding:** Electronic facsimile bids will be received at the office of the Superintendent, Anamosa Community School District, Anamosa, Iowa, 52205; Fax; 319-462-4322. Electronic facsimile bids will be sealed and treated as sealed bids.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the Secretary of the Board of Directors, Anamosa Community School District, 200 S. Garnavillo Street, Anamosa, Iowa 52205; Telephone: 319-462-4321; or

Travis Squires, Piper Jaffray & Co., 3900 Ingersoll, Suite 110, Des Moines, Iowa 50312;
Telephone: 515-247-2354.

Terms of Offering: All bids must be in conformity with and the sale must be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: Bonds will be sold subject to the opinion of Davis, Brown, Koehn, Shors & Roberts, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the Board of Directors of the Anamosa Community School District in the Counties of Jones and Linn, State of Iowa.

Secretary of the Board of the
Anamosa Community School District

(End of Notice)

Section 5. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Superintendent and Board Secretary, upon the advice of the District's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

PASSED AND APPROVED this 20th day of May, 2013.

Vice President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Approve Preliminary Official Statement for Bond Sales

CONTACT: Brian Ney, Superintendent

BACKGROUND:

The Preliminary Official Statement is information about the District, the detail of the Bonds we have for sale, and the instructions to bidders. This is what will be distributed to bidders in advance of the Bond Sale date on June 3. There is copy of this statement enclosed separately with this packet.

THE SUPERINTENDENT'S RECOMMENDATION IS:

"approve the Preliminary Official Statement for the sale of \$9,850,000 of General Obligation School Bonds."

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Approve Septagon Contract

CONTACT: Superintendent Brian Ney

BACKGROUND:

Enclosed separately in your packet is the Contract with Septagon Construction for Construction Management services for our upcoming projects. The fee is 2.5% of the project budget.

THE RECOMMENDATION IS:

“approve the contract with Septagon Construction for Construction Management services.”

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Seventh day of May in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Anamosa Community School District
200 South Garnavillo Street
Anamosa, Iowa 52205

and the Construction Manager:
(Name, legal status, address and other information)

Septagon Construction Co., Inc. - Cedar Rapids
3500 J Street SW
Cedar Rapids, IA 52404
Telephone Number: 319-365-6948
Fax Number: 319-365-9362

for the following Project:
(Name, location and detailed description)

Anamosa Community School District
200 South Garnavillo Street
Anamosa, Iowa 52205
New Middle School

The Architect:
(Name, legal status, address and other information)

Shive-Hattery, Inc
2834 Northgate Dr.
Iowa City, IA 52245

The Owner and Construction Manager agree as follows.

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.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document C132™ – 2009 (formerly B801™CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:27:26 on 05/07/2013 under Order No.4513946799_1 which expires on 12/17/2013, and is not for resale.
User Notes:

(729173571)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The Anamosa School District projects consist of new auditorium addition, science and classroom addition, renovations at the high school, maintenance building, bus barn, HVAC work at the high school and Strawberry Hill Elementary School, practice gymnasium and miscellaneous construction. The work includes construction management for all General, Mechanical, Electrical, and Theater Equipment Work.

Bids will be taken for the work on a lump sum basis as defined per the Work Packages "scope of work" including all labor, materials, transportation, equipment and accessories required to perform the work. Bids will be received on the bid form included in the Project Manual for each individual Work Package.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Project Budget: \$18,000,000.00

Init.

AIA Document C132™ – 2009 (formerly B801™CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:27:26 on 05/07/2013 under Order No.4513946799_1 which expires on 12/17/2013, and is not for resale.

User Notes:

(729173571)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Bid documents available on or about July 1, 2013

.2 Commencement of construction:

On or about September 2013

.3 Substantial Completion date or milestone dates:

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Contracts on a lump sum basis as defined per the Work Packages "scope of work" including all labor, materials, transportation, equipment and accessories required to perform the work.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Approximately 24 Work Packages

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Anamosa Community School District Superintendent of Schools
410 Old Dubuque Road
Anamosa, Iowa 52205

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other information.)

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor:

Init.

Shive-Hattery, Inc
2834 Northgate Dr.
Iowa City, IA 52245

.2 Geotechnical Engineer:

.3 Civil Engineer:

Shive-Hattery, Inc
2834 Northgate Dr.
Iowa City, IA 52245

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Septagon Construction Co, Inc. – Cedar Rapids
3500 J Street SW
Cedar Rapids, IA 52404

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

.2 Other consultants:

Init.

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition as amended by the parties thereto. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and in the aggregate.

Init.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on 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 suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, 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.

§ 3.2.6 The Construction Manager shall prepare and update; at appropriate intervals agreed to by the Owner, Construction Manager, and Architect; the Project schedule included in the Construction Management Plan 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 highlight items that could affect the Project's timely completion.

§ 3.2.7 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. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make

recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 To the extent consistent with the requirements of Iowa Code chapter 26, the Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

(Paragraph deleted)

§ 3.2.19 To the extent consistent with Iowa Code chapter 26, the Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents pursuant to Iowa Code sections 26.3 and 26.11. The Construction Manager shall assist the Owner in issuing the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall assist the Owner in receiving bids pursuant to Iowa Code section 26.11, prepare bid analyses and make recommendations to the Owner for the Owner's use in awarding of Contracts in compliance with the requirements of Iowa Code sections 26.9 and 26.10..

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by the Contractor or Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor or Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors, if any, in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by Contractor or the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Contractor or Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractor or Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Contractor or Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Contractor or Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the

Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractor or Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

(Paragraph deleted)

§ 3.3.13 The Construction Manager shall review the safety programs developed by the Contractor or Multiple Prime Contractors. In the case of Multiple Prime Contractors, if any, the Construction Manager shall coordinate the safety programs with those of other Contractors.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only

to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 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 identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require;

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Init.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Twenty-two (22) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 30 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 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, (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 budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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.

§ 5.7 Unless provided by the Construction Manager, the Owner 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.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are

reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

(Paragraph deleted)

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines after resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(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, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement for reasons other than the fault of the Construction Manager, such failure shall be considered nonperformance and cause for termination or, upon mutual agreement of the parties, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, before resuming services, the Construction Manager shall be paid all sums due prior to suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

(Paragraphs deleted)

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

(Paragraph deleted)

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination.

(Paragraph deleted)

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 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

Init.

providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Zero

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Fixed amount totaling Four Hundred Fifty Thousand Dollars (\$ 450,000.00). Any savings or increase in costs shall not cause an adjustment to the Fee. The fee shall be invoiced in 25 monthly installments starting June 1, 2013

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Cost

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Cost

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as otherwise stated below:

Cost

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Firm Principal and Senior Engineer	\$95.00
Senior Project Manager	\$63.50
Project Manager/Administrator	\$58.00
Administrative Assistant	\$48.00
Clerical	\$45.00

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero (\$ Zero) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Sixty (60) 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.)

1.50 % monthly

Init.

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- 2
- 3
- 4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document C132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:27:26 on 05/07/2013.

PAGE 1

AGREEMENT made as of the Seventh day of May in the year Two Thousand Thirteen

...

Anamosa Community School District
200 South Garnavillo Street
Anamosa, Iowa 52205

...

Septagon Construction Co., Inc. - Cedar Rapids
3500 J Street SW
Cedar Rapids, IA 52404
Telephone Number: 319-365-6948
Fax Number: 319-365-9362

...

Anamosa Community School District
200 South Garnavillo Street
Anamosa, Iowa 52205
New Middle School

...

Shive-Hattery, Inc
2834 Northgate Dr.
Iowa City, IA 52245

PAGE 2

The Anamosa School District projects consist of new auditorium addition, science and classroom addition, renovations at the high school, maintenance building, bus barn, HVAC work at the high school and Strawberry Hill Elementary School, practice gymnasium and miscellaneous construction. The work includes construction management for all General, Mechanical, Electrical, and Theater Equipment Work.

Bids will be taken for the work on a lump sum basis as defined per the Work Packages "scope of work" including all labor, materials, transportation, equipment and accessories required to perform the work. Bids will be received on the bid form included in the Project Manual for each individual Work Package.

...

Additions and Deletions Report for AIA Document C132™ – 2009 (formerly B801™CMA – 1992). Copyright © 1973, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:27:26 on 05/07/2013 under Order No.4513946799_1 which expires on 12/17/2013, and is not for resale.

User Notes:

(729173571)

Project Budget: \$18,000,000.00

PAGE 3

Bid documents available on or about July 1, 2013

...

On or about September 2013

...

Multiple Prime Contracts on a lump sum basis as defined per the Work Packages "scope of work" including all labor, materials, transportation, equipment and accessories required to perform the work.

...

Approximately 24 Work Packages

...

Anamosa Community School District Superintendent of Schools
410 Old Dubuque Road
Anamosa, Iowa 52205

PAGE 4

Shive-Hattery, Inc
2834 Northgate Dr.
Iowa City, IA 52245

...

Shive-Hattery, Inc
2834 Northgate Dr.
Iowa City, IA 52245

...

Septagon Construction Co, Inc. – Cedar Rapids
3500 J Street SW
Cedar Rapids, IA 52404

PAGE 5

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition~~ Edition as amended by the parties thereto. The Construction Manager shall not be responsible for actions taken by the Architect.

...

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and in the aggregate.

PAGE 6

§ 3.2.6 The Construction Manager shall prepare and ~~periodically update~~ update; at appropriate intervals agreed to by the Owner, Construction Manager, and Architect; the Project schedule included in the Construction Management Plan 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 highlight items that could affect the Project's timely completion.

PAGE 7

§ 3.2.11 ~~The~~ To the extent consistent with the requirements of Iowa Code chapter 26, the Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

...

§ 3.2.18 ~~The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.~~

§ 3.2.19 ~~The~~ To the extent consistent with Iowa Code chapter 26, the Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents ~~to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue pursuant to Iowa Code sections 26.3 and 26.11. The Construction Manager shall assist the Owner in issuing the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.~~

§ 3.2.20 The Construction Manager shall ~~receive bids, assist the Owner in receiving bids pursuant to Iowa Code section 26.11, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids use in awarding of Contracts in compliance with the requirements of Iowa Code sections 26.9 and 26.10..~~

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by the Contractor or Multiple Prime Contractors.

PAGE 8

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor or Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime ~~Contractors~~ Contractors, if any, in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by Contractor or the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Contractor or Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractor or Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Contractor or Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Contractor or Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

PAGE 9

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractor or Multiple Prime Contractors for progress and final payments.

...

~~§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

§ 3.3.13 The Construction Manager shall review the safety programs developed by ~~each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the Contractor or Multiple Prime Contractors.~~ In the case of Multiple Prime Contractors, if any, the Construction Manager shall coordinate the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager or other Contractors.

PAGE 12

§ 4.1.1 Measured drawings		
§ 4.1.2 Architectural interior design (B252™ 2007)		
§ 4.1.3 Tenant-related services		
§ 4.1.4 Commissioning (B211™ 2007)		

§ 4.1.5 LEED® certification (B214™ 2007)		
§ 4.1.6 Furniture, furnishings, and equipment design (B253™ 2007)		

PAGE 13

~~§ 4.3.3~~ If the services covered by this Agreement have not been completed within Twenty-two (22) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

~~§ 5.1~~ Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15-30 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

PAGE 15

~~§ 6.4~~ If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

~~§ 8.1.1~~ The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1 law.

~~§ 8.2.1~~ Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to after resolution of the matter by mediation or by binding dispute resolution.

PAGE 16

☒ [X] Litigation in a court of competent jurisdiction

~~§ 8.3~~ Arbitration

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

~~§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial Agreement for reasons other than the fault of the Construction Manager, such failure shall be considered nonperformance and cause for termination or, at the Construction Manager's option, upon mutual agreement of the parties, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven-thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 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.~~

~~§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. termination.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below:~~

~~§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase performed.~~

~~§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~

PAGE 17

Zero

...

Fixed amount totaling Four Hundred Fifty Thousand Dollars (\$ 450,000.00). Any savings or increase in costs shall not cause an adjustment to the Fee. The fee shall be invoiced in 25 monthly installments starting June 1, 2013

...

Cost

PAGE 18

Cost

...

Cost

...

Firm Principal and Senior Engineer	\$95.00
Senior Project Manager	\$63.50
Project Manager/Administrator	\$58.00
Administrative Assistant	\$48.00
Clerical	\$45.00

...

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0.00 %) of the expenses incurred.

...

§ 11.7.1 An initial payment of Zero (\$ Zero) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Sixty (60) 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.

...

1.50 % monthly

PAGE 19

~~.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

...

~~.3 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Russell, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:27:26 on 05/07/2013 under Order No. 4513946799_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Leave of Absence Request

CONTACT: Superintendent Brian Ney

BACKGROUND:

Enclosed is an updated letter from the teacher requesting a 1-year Leave of absence. Sharon Jones is a 2nd grade teacher at Strawberry Hill.

THE SUPERINTENDENT'S RECOMMENDATION IS:

"approve a 1 year Leave of Absence for Sharon Jones."

Sharon Jones
1023 Regent Street NE
Cedar Rapids, IA 52402

May 13, 2013

Anamosa School Board Members
Anamosa Community School District
200 South Garnavillo Street
Anamosa, IA 52205

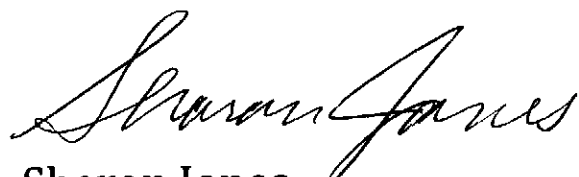
Dear Board of Education Members,

I am requesting an extended leave of absence for the upcoming 2013-2014 school year. I plan on taking the opportunity to travel with my elderly parents, support my daughter as she returns to school by watching my grandchildren, and focusing on my health. I do plan on returning for the 2014-2015 school year.

If approved, I would be happy to assist with any questions during this time via email or by phone.

Thank you very much for your consideration.

Sincerely,


Sharon Jones

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Olin and Anamosa School Board Joint Meeting Approval

CONTACT: Superintendent Brian Ney

BACKGROUND:

Olin has requested to have a joint meeting with our Board on Monday, June 17 at 6:00 PM.

THE SUPERINTENDENT'S RECOMMENDATION IS:

“approve the joint meeting with the Olin School Board on Monday, June 17, at 6:00 PM with the Regular Meeting of the Anamosa School Board to follow.”

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Approval of Agreement for the Substitute Employee Management System (SEMS)

CONTACT: Superintendent Brian Ney

BACKGROUND:

Enclosed is a copy of the agreement between Grant Wood AEA and Anamosa Community School District for the management of a Substitute Employee Management System (SEMS) for the 2013-2014 school year.

This is an increase from \$4,028.01 from this year. This is a very convenient and cost-effective method for teachers to secure substitutes when they need to miss school.

THE SUPERINTENDENT'S RECOMMENDATION IS:

"Approve Agreement for the Substitute Employee Management System between Grant Wood AEA and Anamosa Community School District."

**Agreement to Operate the Substitute Employee Management System
Between
Grant Wood Area Education Agency
and
Anamosa Community School District
(2013-2014)**

This Agreement is entered into by and between Anamosa Community School District, hereinafter referred to as the "District" and the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA".

This purpose of this Agreement is to support the efforts of the District by managing a Substitute Employee Management System. Services to be provided under this agreement shall begin on July 1, 2013 and terminate on June 30, 2014.

GWAEA agrees to:

1. Select (or hire) and supervise the AEA Employee to provide services under the Agreement.
2. Assume all obligations pursuant to administering and supervising the existing terms and conditions of employment between GWAEA and AEA Employee.
3. Provide office space, email, voice mail, Internet access and other necessary support for AEA Employee during the term of this Agreement.
4. To acknowledge the rights of District to assign and otherwise direct the work of AEA Employee in activities which support the Substitute Employee Management System.

GWAEA and District agree:

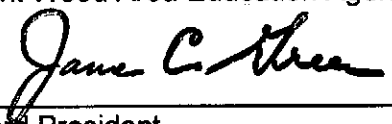
1. AEA Employee is at all times an employee of GWAEA subject to GWAEA's negotiated Master Agreement, operating procedures and policies.
2. AEA Employee will report to the designated GWAEA management staff member.

The District agrees to:

1. Reimburse GWAEA an annual management fee to house and support the management of the system in the amount of \$4,517.02. The billing amount is prorated for each participating district based on the number of District employees enrolled in the system. The 2013-2014 total annual management fee for the Substitute Employee Management System is \$137,728.00.
2. Reimburse GWAEA for the billed services within 30 days of receiving the invoice.
3. Assign and otherwise direct the work of the AEA Employee in activities which support the Substitute Employee Management System.
4. Provide input to the appropriate AEA supervisor regarding the AEA Employee. All discipline and/or termination decisions, however, shall be made by GWAEA.

Grant Wood Area Education Agency

Anamosa Community School District

 5-8-2013

Board President Date

Board President Date

**BOARD OF EDUCATION MEETING
May 20, 2013**

ISSUE: Report on MAP Test Results

CONTACT: Superintendent Brian Ney

BACKGROUND:

Kelly Jones will be here to share the results of MAP testing that was recently completed in all buildings. She will present it in a format similar to how the results of the Iowa Assessments were presented to you.

INFORMATION ONLY

Board of Education Committees

Policy Committee	Rich Crump, Kristine Kilburg, Kandi Behnke
Negotiations Committee	Anna Mary Riniker, Kristine Kilburg, Kandi Behnke
PPEL & Facilities Committee	Connie McKean, Rich Crump, Anna Mary Riniker
CADRE	Connie McKean, Rich Crump, Shaun Lambertsen
Jones Co. Conf. Bd.	Lowell Tiedt
IASB Delegate Assembly Representative	Connie McKean
Ad Hoc Building/Long Range Planning	Lowell Tiedt, Kristine Kilburg, Shaun Lambertsen