



AGENDA

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Troy Bier, Member
John A. Krings, President

November 1, 2021

LOCATION: Board of Education, 510 Peach Street, Wisconsin Rapids, WI
Conference Room C

TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

- I. Call to Order
- II. Public Comment

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a Committee meeting of the Board open to the public, and not a public hearing.

- III. Actionable Items
 - A. Quadplex Budget Adjustment – Approval
 - B. Storage Shed North East Side of Track – Lincoln High School – Approval
 - C. Side Walk Path – Washington Elementary – Approval
 - D. Other Post-Employment Benefits (OPEB) Trust Investment Guide Revision - Approval
- IV. Updates and Reports
 - A. Purchases – Update
- V. Agenda Items
- VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda **however, no deliberation or action will be taken by other Committees or the full Board of Education.**



BACKGROUND

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Troy Bier, Member
John A Krings, President

November 1, 2021

LOCATION: Board of Education, 510 Peach Street, Wisconsin Rapids, WI
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TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

- I. Call to Order
- II. Public Comment
- III. Actionable Items

A. Quadplex Budget Adjustment – Approval

The District is estimating a current year quadplex budget shortfall in the amount of \$190,000. Over the next four school years, five sponsors have committed an additional \$196,500. Over the life of the project the budget is anticipated to be revenue positive by \$6,500. With continued fundraising we anticipate this number will increase as the school year progresses. Some reasons for the current year budget shortfall are due to unsuitable soils, scoreboard footings/foundations, added pitching mounds, increased costs for the sound system, and other technology needs. The stadium project is nearly completed and is anticipated to be under budget by an estimated \$35,000. The quadplex and stadium projects combined are estimated to yield a current year budget shortfall of approximately \$155,000.

The Administration recommends the current year quadplex/stadium budget shortfall in the amount of \$155,000 to be funded from the District's general fund budget and deposit future year project contributions into the turf replacement sustaining fund.

B. Storage Shed Northeast Side of Track – Lincoln High School – Approval

During the referendum construction at Lincoln High School it will be necessary to rent 10-storage containers for 7-months. This rental cost is estimated at \$20,000.

In place of renting temporary storage units, it is proposed to build a 30' x 48' post frame storage building just north of the existing Morton building on the northeast side of the track. This building would be used to store building materials during construction. After renovations are completed, the building would be used to store football and grounds equipment. Two bids for construction of the storage building have been received (see attachment B).

The Administration recommends accepting the bid from DC Steinle to build a 30' x 48' post frame storage building with concrete, at a cost of \$43,640, to be funded from the referendum budget.

C. Side Walk Path – Washington Elementary – Approval

With population growth east of 32nd Street, a safer route to school is needed for students who walk to Washington Elementary from the east. It is proposed to create a path from 32nd St leading to the Washington Elementary playground. The path would be an 11' paved path from 32nd Street to the soccer garage and an 8' paved path from the soccer garage to the Washington playground (see attachment C).

The Administration recommends contracting with American Asphalt at a cost of \$23,985, and Bohn Trucking at a cost of \$8,590.58, to create an 11' paved path from 32nd Street to the soccer garage and an 8' paved path from the soccer garage to the Washington playground for a total project cost of \$32,576.58. \$30,000 of the project cost to be funded from fund 46 and \$2,576.58 to be funded from the buildings and grounds budget.

D. Other Post Employment Benefits (OPEB) Trust Investment Guide Revision – Approval

Two revisions are proposed for the District's Other Post Employment Benefits (OPEB) Trust Investment Guide. The first revision would indicate the Investment Manager will notify the District Director of Business Services of major asset shifts. The Director of Business Services will then update the Business Services Committee. The second revision would change the annual performance review to after the fourth quarter of each calendar year (see attachment D).

The Administration recommends the implementation of the revisions to the Other Post Employment Benefits (OPEB) Trust Investment Guide.

IV. Updates and Reports

A. Purchases – Update

Copies of the following invoices, bid specs or Purchase Orders:

- AES Inc. - \$14,283 - HVAC Service Agreement - B&G Budget
- Altmann - \$116,029.80 - App #6 – Quadplex
- American Asphalt - \$134,717.40 - Pay App #1 – Stadium
- American Fence - \$39,780 - App #2 – Quadplex
- Automated Energy Solutions - \$14,283 - HVAC Service - Buildings & Grounds
- Boldt - \$98,141.40 - App #1 – Quadplex
- Current Technologies - \$10,350 - App #2 – Quadplex
- Current Technologies - \$12,936.95 - WRAMS Data Wiring - District Technology Budget
- Cybrschool - \$10,500 - School License - Central Oaks Academy Budget
- Daktronics - \$290,707.40 - Scoreboard – Stadium
- H&H Pay - \$22,725 - App #4 (FINAL) – Stadium
- Integrity Grading - \$177,570 - App #5 – Quadplex
- Integrity Grading - \$199,215 - App #6 – Quadplex
- McMillan - \$34,200 - Pay App #4 – Quadplex
- McMillan Electric - \$11,677.50 - Pay App #4 – Stadium

- Midwest Netting - \$19,800 - Pay App #4 – Quadplex
- Miron - \$202,414.22 - Pay App #4 – Quadplex
- Musco - \$28,495 - App #2 – Quadplex
- POB - \$17,290.14 – Stadium
- POB - \$79,402.31 – Quadplex
- Sprinturf - \$47,799.92 - Pay App #3 (FINAL) – Stadium
- Sprinturf - \$613,864.55 - Pay App #1 - Quadplex

V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items

No future agenda items of the Business Services Committee were identified.

Attachment B**PROPOSAL**

To:	Wisconsin Rapids Public Schools 2510 Industrial Street Wisconsin Rapids, WI 54495	Date:	10/15/2021
Attn:	Ed Allison	Phone:	715-424-6718
		Project:	30'x48' Storage Shed
		Location:	1801 16 th Street South Wisconsin Rapids, WI 54494
		Email:	Edwin.allison@wrps.net

Subject to all terms and conditions contained herein, we thank you for the opportunity to submit the following proposal:

Description:

Provide labor, material and equipment to:

- Furnish and install (20) twenty 6"x6" treated posts with 2x6 wall purlins (11' sidewalls).
- Furnish and install (8) eight trusses with 2x4 roof purlins.
- Furnish and install metal siding and roof panels.
- Form and pour 4" concrete floor reinforced with 6x6x10/10 WWM.
- Furnish and install (1) one 3'x7' hollow metal door, frame and hardware.
- Furnish and install (3) three 16'x8' insulated overhead garage doors - no operators.

Total Amount: \$78,800.00

Note: Materials to be removed by others prior to the start of proposed work.

Exclusions: Design, State approval, permits, unforeseen conditions, winter conditions and winter protection, landscaping, interior finishes, insulation, temporary fencing, site work, fire alarm, plumbing, HVAC and electrical.

This Proposal shall remain in effect for a period of 30 days from the date hereof and will become a binding contract upon acceptance by the purchaser. Work will not proceed until an acceptance copy of this proposal is received by Altmann Construction Company, Inc. (ACC)

Terms of Payment: NET 30 Days from date of invoice

DOWN PAYMENT: _____

THIS AGREEMENT INCLUDES ALL PROVISIONS AS DETAILED ON THE ATTACHED COPY. EACH OF THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

ACKNOWLEDGED BY:

ALTMANN CONSTRUCTION COMPANY, INC.

Scott D. Thurber

Scott D. Thurber – Estimator/Project Manager

ACCEPTED THIS ___ DAY OF ____, 20__

1. **Lien Law:** As required by the Wisconsin construction lien law, general contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights. In addition to the undersigned contractor, are those who contract directly with the owner or those who give the owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, owner may receive notice from those who furnish labor or materials for the construction, and give a copy of each notice received to his mortgage lender, if any. General contractor agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.
2. **Indemnify:** Contractor agrees to indemnify and save owner, its co-owners, joint ventures, agents, employees and insurance carriers harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this contract by Contractor (including, but not limited to, Contractor's employee, agents, subcontractors and other designated by Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this contract. Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of the owner. Insurance covering this indemnity agreement shall be provided by the Contractor.
3. **Changes:** Any amendments, additions, changes, or modifications to this contract must be made by mutual consent of the parties and shall be in writing.
4. **Fuel and Material Costs:** If this proposal is based upon the estimated cost of materials and fuel, any increase in the costs of said materials and fuel at the time of purchase shall be added to the contract and shall become a part of the agreed upon cost of each item of construction.
5. **Past Due Accounts:** Accounts over thirty (30) days past due shall be charged interest at a rate of 1.0% per month, until paid in full. If collection is necessary, the person for whom work is performed agrees to pay all the costs of collection, including actual attorneys' fees, unless the transaction is a consumer credit transaction, at which time, attorneys' fees will be allowed by Section 422.411 of the Wisconsin Statutes, if any.
6. **Effect of Agreement:** Upon acceptance, this proposal supersedes and embodies any and all other agreements and negotiations, representations, inducement or promises between the parties with respect to the proposed construction, and constitutes the sole and entire agreement of their parties and shall change only by written agreement, except as otherwise provided herein.
7. **Insurance:** The owner shall be responsible for obtaining property insurance covering the structure or project, or portion of the project while under construction. Contractor will be responsible for their own materials used in connection with the work. Owner shall carry a general liability insurance policy on the project as well.
8. **Site Preparations:** A building site accessible for delivery of materials is required by the Contractor shall be provided and Contractor shall be reimbursed for the cost of removing any vehicles or equipment because of a failure to provide the same.
9. **Acceptance:** Upon request, there shall be written acceptance of each item of construction by owner. Failure to request the same shall in no way indicate or be evidence of failure of performance.
10. **Plans and Specifications:** Contractor shall be furnished such sets of plans and specifications as are necessary for Contractor to complete each item of the proposed construction.
11. **Quote:** Quote is subject to engineer's and architect's approval.
12. **Exclusions:** Permits by others, winter conditions, tenting, heating, rock excavation, dewatering, concrete pumping, unforeseen conditions, unless specifically included.
13. **Asbestos:** Asbestos removal is not included.
14. **Cancellation:** In the event the order is cancelled by Owner prior to delivery, or the Owner otherwise defaults hereunder, Contractor shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
15. **Back Charges/Damages:** Contractor will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless authorized in writing by Contractor prior to these changes being incurred.
16. **Clerical Errors:** Contractor reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this agreement.
17. **Concrete Products:** Variations in redi-mix and manufactured concrete products' color or shading as provided by the Contractor may occur between production runs. This variation is acceptable in the industry. Owner agrees that Contractor is in no way responsible for the suitability of the color for any particular use.
18. **Concrete Cracking:** Construction joints are used to control the location of cracks caused by drying shrinkage or thermal construction of concrete flatwork, but cracks still sometimes occur at random locations that are beyond the control of the Contractor. Owner agrees that Contractor is in no way responsible for miscellaneous cracking that may occur.
19. **Lead Times:** Quoted lead times are subject to delays or impacts arising out of the current COVID-19 pandemic.

D.C. STEINLE INC.

103 Elm St. Woodruff, WI 54568
Office 715-358-8300 / Mobile 715-498-4632

Job # 2021-06

Date: February 5, 2021

Purchaser WRPS
Address Storage Shed High School
Building Location same
City Wisconsin Rapids **State** WI **Zip** 54494
Email Address edwin.allison@wrps.com
Phone (Area Code) 715-424-6718

Home *Work* *Mobile*

Type of Building: Shop Building Commercial Equine
 Ag & Personal Storage Lean Other

Building Specs: *Width:* 30' *Length:* 48' *Ceiling Height:* 11'

Building Model: shop

Type of Truss: 40# at 8' on center

Steel Pro Rib 29 guage Max Rib

Colors

<i>Roof</i>	<u>TBD</u>	<i>Corner Trim if different</i>	<u>NA</u>
<i>Sides and gables</i>	<u>TBD</u>	<i>Other trim if different</i>	<u>NA</u>
<i>Trim (All trims on bldg)</i>	<u>TBD</u>		
<i>Soffit</i>	<u>NA</u>		
<i>Wainscot</i>	<u>NA</u>		
<i>Slide door</i>	<u>NA</u>		
<i>Windows</i>	<u>NA</u>		
<i>Walk Door</i>	<u>white</u>		
<i>Cupala Roof</i>	<u>na</u>		
<i>CupalaSide</i>	<u>na</u>		
<i>Weather Vane</i>	<u></u>		

** Colors of eave troughs, down spouts, overhead doors and special order windows may vary from steel*

Bottom Elevation of

<i>Slide Doors</i>	<u>NA</u>	<i>Overhead Doors</i>	<u>100 + 0</u>
<i>Windows</i>	<u>NA</u>	<i>Walk Doors</i>	<u>100 + 0</u>

Location of 100 Mark: By seller on site

Accessories on Building:

Three 16'x 10' uninsulated overhead doors.

Two commercial service door.

12" eave and gable overhangs with color matched soffit.

Full length ridge vent.

Wainscote steel on all four walls.

All steel and trim are fastened with colored screws.

Overhead Door(s)

Size: (3) 16' x 10'

Insulated: none

Color: _____ Panel: _____

Windows: none

Track Type: standard

Opener: none

Contract Amount: \$43,640.00

Down Payment: \$10,000.00

Balance Due Upon Delivery: \$18,000.00

Concrete Payment: \$9,000.00

Truss Payment: na

Final Payment: \$ 6,640.00

Concrete

Slab Square Footage: _____ 1200

Apron Square Footage: na

Slab Thickness: 4"

Apron Thickness: na

Floor Drain: na

Mesh - wire / fiber either

Grade beam: 12" x 12" w/ (3) 1/2" rebar

Note: Seller to pile all scrap for purchaser use or disposal.

.Cust. Initials - _____

Note: Excavation, unless otherwise noted, is the responsibility of the purchaser and must be completed prior to delivery of building or pouring of concrete, whichever occurs first.

Buyer: _____

Date: _____

Seller: _____

Date: _____

AMERICAN ASPHALT OF WISCONSIN

Attachment C

DIVISION OF MATHY CONSTRUCTION
832 STATE HIGHWAY 153 P.O. BOX 98
MOSINEE, WI 54455
PHONE (715) 693-5200 * FAX (715) 693-5220
www.americanasphaltofwi.com
PROPOSAL/CONTRACT

PROPOSAL NUMBER: 2600277 | **AMERICAN JOB NUMBER :** | **DATE:** 9/30/2021

Billing Information

Attn: Ed Allison Wisconsin Rapids Public School 2510 Industrial St. WISCONSIN RAPIDS, WI 54494	PHONE # 715-323-5469 FAX # - ALT # EMAIL
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Job Information

JOB/OWNER (S) NAME: Washington Elementary School	JOB CITY/LOCATION: Wisconsin Rapids
JOB ADDRESS: 2911 Washington St.	COUNTY: Wood

(WRITE IT DOWN - VERBAL OR WRITTEN TERMS AND CONDITIONS NOT CONTAINED HEREIN ARE NOT BINDING)

American Asphalt of Wisconsin ("CONTRACTOR") proposes as follows:

Walking Path Approx : 743 S.Y.
Provide traffic control signing and flagging as needed for our operations.
Fine grade, water, and compact the base course material.
Pave with WisDOT Spec. Type LT 58-28S asphalt mix compacted to an average thickness of 2 1/2 inches.

Total Price = \$23,985.00

SPECIAL CONDITIONS :

Price does not include saw cutting, excavation, base course material, utility adjustments, or misc. patching. Final approval of project may be required by the City of Wisconsin Rapids Engineering Department, the Utility Department, and the Department of Community Development.
CONTRACTOR will contact Diggers Hotline prior to the start of work.
PURCHASER assumes all liability for any damages done to PRIVATE underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures (Examples : sprinkler lines, yard lighting, LP gas lines, etc...).

Thank you for allowing us to quote this work.

The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of AS ABOVE and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions, and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the Terms And Conditions on Page 2.

CONTRACTOR:

American Asphalt of Wisconsin

By:

Print Name: Jonathan Hagler

Date: 9/30/2021

PURCHASER:

I have read and understand the terms and conditions on both pages of this contract. PURCHASER hereby acknowledges receipt of the Wisconsin Department of Commerce Right to Cure Law brochure, if applicable.

By:

Print Name: EDWIN ALLISON

Date of acceptance 10-8-21

NOTE: This proposal shall be automatically cancelled if written acceptance has not been received by the CONTRACTOR on or before 5:00 p.m. October 30, 2021, the Cancellation Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment. By my signature herein I authorize CONTRACTOR to review personal or business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

If the work set forth in this contract is not completed through no fault of the Contractor in the construction season in which the contract is accepted, which ends November 1st, then Contractor reserves the right to adjust the prices.

AFTER SIGNING, PLEASE RETAIN ONE COPY AND FORWARD A COPY TO OUR OFFICE ON OR BEFORE THE CANCELLATION DATE.

EEO/AA Employer

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payroll, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273 if applicable

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action occurs and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

Bohn Trucking & Excavating, Inc.
 5631 Kellner Road
 Wisconsin Rapids, WI 54494
 (715) 423-2028

Invoice

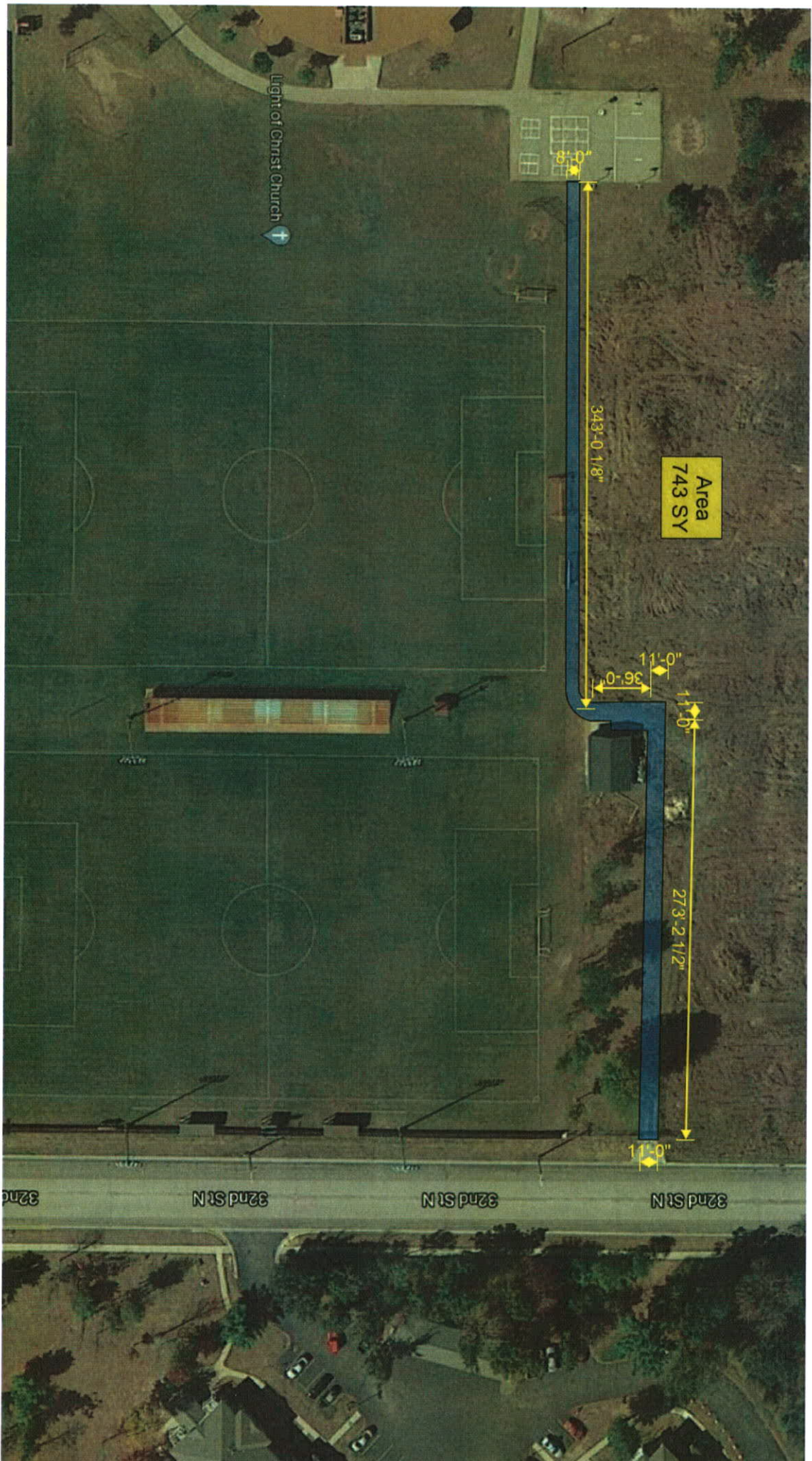
DATE	INVOICE #
10/22/2021	22446

BILL TO

Wis Rapids Public Schools
 2510 Industrial Street
 Wisconsin Rapids, WI 54495
 Attn: Ed Allison

TERMS
Net 30

DATE	Hrs/Yds	DESCRIPTION	RATE	AMOUNT
10/18/2021	2	Washington School Sidewalk	101.50	203.00
	7.75	Tractor and Tiller (Till up topsoil)	132.00	1,023.00
	11.75	Kobelco 140 (Load topsoil)	95.50	1,122.13
		Quad-Axle Trks (Haul away 9 lds. dirt and haul 3 lds. topsoil on site)		
10/19/2021	85	Crushed Rock Base	19.65	1,670.25
	7.25	455 Case (Level)	109.00	790.25
	4.5	455 Case (Level road-base)	109.00	490.50
	2.5	Volvo Compactor (Compact road-base)	114.00	285.00
	153	Crushed Rock Base	19.65	3,006.45
		Sales Tax Exempt	0.00	0.00
1-1/2% service charge added to bill after 10 days or \$1.00 min, 18% annual fee.			Total	\$8,590.58



Attachment D

Other Post Employment Benefits (OPEB) Trust Investment Guideline

Recognizing the significance of the Other Post Employment Benefits (OPEB) Trust investments in providing financial support for the long-term benefits program provided School District retirees, the Board of Education assigns a high priority to the productive management of investment assets. The investments are to be managed for consistent long-term stable growth. It is expected that prudent investment management style will be followed to provide long-term investment growth, while minimizing declines in asset value. Such a Guideline will allow for the greatest flexibility and for growth over the long-term of the OPEB Trust's investment contribution to the benefit program provided to the School District retired professionals.

Investment Policies and Restrictions

The Trustee may engage the services of outside Investment Managers or Consultants. All service providers shall be required to act in a fiduciary capacity as defined under Wisconsin Law. Investment professionals can include registered advisors, banks, trust departments and broker dealers.

Outside professionals shall be required to fully disclose all compensation received as a result of the relationship. Such compensation shall include but shall not be limited to commissions, soft dollar payments, mutual fund trailers, 12b1 fees and other forms of payment.

The investment Guideline and restrictions apply to each individual account for an investment manager. Any investments which are planned to exceed the Guideline restrictions must be approved in writing by the OPEB Trust's Trustee. Re-balancing or sales to avoid exceeding the restrictions should be done in an orderly manner that avoids significant losses.

The Investment Manager has discretion to shift the asset mix between equities, cash equivalents, fixed income, and commodity linked securities within the guidelines outlined in this document in order to increase investment returns and/or reduce risks. The Investment Manager ~~should~~will notify the OPEB Trust Investment Committee District's Director of Business Services who will then update the Business Services Committee of major asset shifts (i.e., greater than 10%) of total assets in the regular quarterly reports to the OPEB Trust.

A. Common Stock/Mutual Fund Equities Investments:

1. An allocation of 40%-75% of the total assets of the fund may be invested in equities.
2. Equity investments should be made in good quality domestic or international companies. Stocks may be purchased from any stock exchange as-well as over-the-counter market with the requirement that liquidity be relative to the size of the investment made.
3. Common stock investments should reflect moderate levels of diversification. At the time of purchase, an individual company's common stock may not exceed 5% of the total assets. No more than 25% of the equity portion should be invested in any one sector.
4. Foreign securities purchases may not exceed 30% of the total assets of the portfolio. Within foreign security investments, emerging market foreign equities may not surpass 10% of the total assets.

5. Appropriate actively managed and index mutual funds and exchange traded funds may be used in the portfolio.
 6. Preferred Stocks:
 - a. Must be rated "A" or better by Moody's and Standard and Poor's at the time of purchase.
 - b. No purchase should be made which would cause holdings of any one issuer to exceed 5% of the total assets under management.
 7. Mutual fund real estate investment trusts (i.e., REITs) are permissible up to 20% of the total assets.
- B. Fixed Income Investments:
1. Certificates of Deposit:
 - a. Investment in any one issue is not to exceed 5% of total assets under management.
 - b. Maturity of five years or less.
 - c. Federally insured by Federal Deposit Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSUC) or (NCUA).
 2. Commercial Paper:
 - a. Must have a rating of A2 or P1 by Standard and Poor's and Moody's, respectively.
 - b. Investment in any one issue is not to exceed 5% of the total assets under management.
 - c. Maturity of one year or less.
 3. Other Long-Term Debt Securities including Corporate Debt and Bond ETFs and Funds:
 - a. Only fixed income securities that are classified as investment grade by Standard and Poor's (BBB or better) and Moody's (Baa or better) shall be purchased, unless held inside of a mutual fund or ETF classified as a high yield fund, in which case such funds in combination shall not exceed 10% of the portfolio. If a fixed income security is downgraded below investment grade, the issue may be retained, but must be monitored closely and frequently to evaluate whether factors continue to exist to merit holding the issue. Bond holdings downgraded below investment grade should make up no more than 5% of the total assets.
 - b. With the exception of obligations of the U.S. Government and its agencies, no purchase may be made which would cause holdings of any one issuer to exceed 5% of the assets under management.
 4. The only investment in foreign fixed income securities permitted is the use of foreign bond mutual funds or ETFs to provide adequate risk diversification. Foreign bond mutual funds can account for no more than 5% of the total assets.
 5. Investments in fixed income securities and cash equivalents may range from a minimum of 25% to a maximum of 60% of total assets.

6. Appropriate actively managed and index mutual funds and exchange traded funds may be used in the fixed income portion of the portfolio.
 7. Money market mutual funds may be utilized for short-term cash equivalent investments.
- C. Commodity linked security asset class investments up to 3% of the total portfolio are permitted.
1. Commodity linked investments must be based on broad commodity indexes which track multiple commodity segments (e.g., 6 or more individual commodities).
 2. Commodity linked investments must have a long performance record (e.g., 10+ years for index tracked).
 3. Commodity linked investments should be designed to reduce the overall volatility of the total portfolio return performance.
- D. The Investment Manager is prohibited from investing in Hedge funds, futures, derivatives, private placements, and directly in real estate, or engaging in short sales, put options or margin transactions.
- E. The investment strategy should be appreciation through long-term growth, not short-term market speculation.
- F. The OPEB Trust Trustee and District Administrator are authorized to sign trust documents and request cash disbursements on behalf of the OPEB Trust and Board of Education.
- G. Gifts or donations with unusual restrictions may be held separately outside the scope of this Guideline.

Communications

The investment management service will provide a quarterly report on the OPEB Trust portfolio performance in a timely manner.

An annual performance review will be conducted with the OPEB Trustee after the ~~third~~ fourth quarter of each calendar year to:

- Review the past year and long-term investment performance versus the appropriate performance benchmarks.
- Discuss the current investment outlook and planned future investment strategy.
- Receive feedback and a performance rating from the OPEB Trustee.
- Discuss potential revisions in the OPEB Trust Investment Guideline.
- Review any significant changes in management, personnel, ownership and services from the investment management firm.

Investment Management Service Performance Evaluation

The portfolio should produce a favorable total return after management fees when compared to various performance benchmarks. While comparisons to the benchmarks are made at least annually, cumulative performance over a three-year period is considered a more appropriate period of time to assess the performance of an investment manager. The following types of performance benchmarks will be used:

- A. Combined benchmark made up of 60% S&P 500 Stock Index and 40% Barclays Aggregate Bond Index, or other index to be developed in concert with the investment manager.
- B. An allocation balance style mutual fund emphasizing income (e.g., Vanguard Wellesley Income) is used as a performance benchmark for the Trust.

The OPEB Trustee has the sole right to select and discharge investment Managers.

Investment Guideline Constraints

Component		% Range of Total Assets
Equity		40-75
	One business sector	<=25
	One individual company	<=5
	Foreign securities	<=30
	Emerging market foreign securities	<=10
	REITs	<=20
Fixed Income		25-60
	Any one CD issue	<=5
	Commercial paper from one issue	<=5
	Bond holdings degraded below BBB	<=5
	One bond issuer (except US Government and its agencies)	<=5
	Foreign bond mutual funds	<=5
Fixed Income Quality		
	Only corporate debt securities considered investment grade (i.e., rated S&P BBB or Moody's Baa or higher) may be purchased outside of ETFs or Mutual Funds.	
	When an individual security issue is downgraded below investment grade, the issue may be retained but must be monitored closely and frequently to evaluate whether factors continue to exist to merit holding the issue.	
Commodities	Only broad commodity indexes with long performance records are permitted.	<=3
Prohibited Investment Options		
	Hedge Funds	
	Futures	
	Derivatives	
	Private Placements	
	Structured Notes	
	Directly in Real Estate	
	Short Sales	
	Put Options	
	Margin Transactions	