



GALLAGHER BLUEDORN
University of Northern Iowa

Sondra Nelson
Learning Resource Center
Linn—Mar School District
2999 N 10th Street
Marion, IA 52303

June 17, 2019

Dear Sondra,

This letter represents a formal agreement between **Linn-Mar School District** (henceforward referred to as “Venue”) and the Gallagher Bluedorn Performing Arts Center, GBPAC, (part of the University of Northern Iowa) to engage **Linn-Mar Schools** to host a select performance of the GBPAC 2019-20 Kaleidoscope Series. This contract ensures Venue participation in performances which will take place in the auditorium of the high school on Wednesday, Feb 5, 2020.

Both parties agree to the following:

Linn-Mar High School

- will make auditorium (with stage cleared and adequate stage lighting) available to presenting artist exclusively two hours prior to the scheduled performance
- will provide staff labor to assist front of house with greeting and directing students upon arrival
- will provide artist hospitality (if any) – snacks, water, etc.
- assumes lead on press release(s) – with GBPAC approval
- assumes lead on communicating to teachers of Linn-Mar Community School District regarding Kaleidoscope performance and classroom extensions (Note: the school district will pay \$1 per student/teacher)
- is responsible for direct and indirect expenses that originate at the venue as a result of this project such as telephone, staff salaries, utilities, etc.

Gallagher-Bluedorn Performing Arts Center

- will book performances at mutually agreeable dates and times
- will pay 100% of the artist fee
- will receive 100% of ticket revenue (\$1 per student/teacher)
- will cover cost of GBPAC travel to Marion
- will provide front of house staff to greet school groups
- is responsible for direct and indirect expenses that originate at Gallagher Bluedorn PAC as a result of this project such as telephone, staff salaries, utilities, etc.

Performances:

I Have a Dream

- **Wednesday, February 5, 2020 at 9:30 am and 12:30 pm**

It is understood that the Venue is providing the services described above as an independent contractor and not an employee of the University of Northern Iowa or its unit the Gallagher Bluedorn Performing Arts Center. The University is therefore not liable, for insurance, employee benefits, payroll taxes or any other deductions or responsibilities that are inherent to the employer/employee relationship.

Venue agrees to jointly and severally indemnify, defend and hold the University of Northern Iowa, the State of Iowa Board of Regents, and the State of Iowa harmless from and against all liability, loss, damage, or expense, including attorney's fees which may be incurred or sustained by reason of the failure of Venue to fully perform and comply with the terms and obligations of this Agreement.

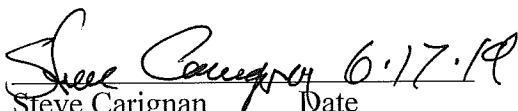
This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

Venue agrees as a condition of University's duty to perform under terms on this Agreement, to be in compliance with all applicable laws and regulations of the State and Federal governments, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Health and Safety.

This document contains the entire agreement between the parties, and any representations that may have been made before the signing of this contract are nonbonding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

Please sign this contract and return one copy to Steve Carignan, GBPAC-UNI, Cedar Falls, IA 50614-0801 or email a signed copy to Jocelyn.Moeller@uni.edu.

In signing this contract I accept all conditions herein contained.


Steve Carignan Date
Executive Director, GBPAC

Sondra Nelson Date
Board President, Linn-Mar Schools

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Jenna Printy, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** JV Pom Choreography
2. **GROUP /DEPARTMENT WORKING WITH** JV Poms
3. **AMOUNT of PAYMENT:** \$800

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on June 18th (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on June 18, 2019, and shall continue in effect until June 18, 2019 unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

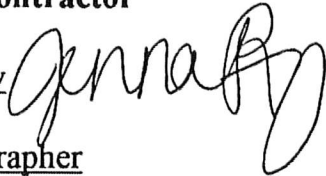
obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this Monday of June 3, 2019.

Independent Contractor

By: Jenna Printy



Title: Choreographer

Linn-Mar Community School District

By:

Board President

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name LINN-MAR COMMUNITY SCHOOL	Phone Number
	DBA Name (if any)	Purchase Order Requisition Number
	Billing Address 2999 N 10TH ST	City MARION
		Zip 52302
		Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule II Necessary)
	SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION			
	Equipment Location (if not same as above)	City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 60	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other
		End of Lease Option: \$1

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.
	The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature _____ Date _____
	Title _____
	Print Name _____
	Legal Name of Corporation LINN-MAR COMMUNITY SCHOOL (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	For DE LAGE LANDEN PUBLIC FINANCE LLC
	Lease Number PUB 18522
	Lease Date JULY 8 , 2019
	Vendor I.D. Number K7310

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment, provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

MUNICIPAL AUTHORIZATION

Date JULY 8 , 2019

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated JULY 8 , 2019 between DE LAGE LANDEN PUBLIC FINANCE LLC (herein called "Creditor") and LINN-MAR COMMUNITY SCHOOL (herein called "Obligor") for the financing of SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

CREDITOR SIGNATURE	Creditor Name <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u> Signature X _____ Print Name _____ Title _____
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OBLIGOR SIGNATURE	Obligor Name <u>LINN-MAR COMMUNITY SCHOOL</u> Signature X _____ Print Name _____ Title _____
------------------------------	---

OBLIGOR SIGNATURE	Obligor Name <u>LINN-MAR COMMUNITY SCHOOL</u> Signature X _____ Print Name _____ Title _____
------------------------------	---

17DLL1128

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: LINN-MAR COMMUNITY SCHOOL

LEASE NUMBER: PUB 18522

LEASE DATE: JULY 8, 20 19

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0.00	0.00	255,182.97	-
1	4,665.00	786.60	3,878.40	251,304.57	256,330.66
2	4,665.00	774.65	3,890.35	247,414.22	252,362.50
3	4,665.00	762.65	3,902.35	243,511.87	248,382.11
4	4,665.00	750.63	3,914.37	239,597.50	244,389.45
5	4,665.00	738.56	3,926.44	235,671.06	240,384.48
6	4,665.00	726.46	3,938.54	231,732.52	236,367.17
7	4,665.00	714.32	3,950.68	227,781.84	232,337.48
8	4,665.00	702.14	3,962.86	223,818.98	228,295.36
9	4,665.00	689.92	3,975.08	219,843.90	224,240.78
10	4,665.00	677.67	3,987.33	215,856.57	220,173.70
11	4,665.00	665.38	3,999.62	211,856.95	216,094.09
12	4,665.00	653.05	4,011.95	207,845.00	212,001.90
13	4,665.00	640.68	4,024.32	203,820.68	207,897.09
14	4,665.00	628.28	4,036.72	199,783.96	203,779.64
15	4,665.00	615.83	4,049.17	195,734.79	199,649.49
16	4,665.00	603.35	4,061.65	191,673.14	195,506.60
17	4,665.00	590.83	4,074.17	187,598.97	191,350.95
18	4,665.00	578.27	4,086.73	183,512.24	187,182.48
19	4,665.00	565.68	4,099.32	179,412.92	183,001.18
20	4,665.00	553.04	4,111.98	175,300.96	178,806.98
21	4,665.00	540.37	4,124.63	171,176.33	174,599.86
22	4,665.00	527.65	4,137.35	167,038.98	170,379.76
23	4,665.00	514.90	4,150.10	162,888.88	166,146.66
24	4,665.00	502.11	4,162.89	158,725.99	161,900.51
25	4,665.00	489.27	4,175.73	154,550.26	157,641.27
26	4,665.00	476.40	4,188.60	150,361.66	153,368.89
27	4,665.00	463.49	4,201.51	146,160.15	149,083.35
28	4,665.00	450.54	4,214.46	141,945.69	144,784.60
29	4,665.00	437.55	4,227.45	137,718.24	140,472.60
30	4,665.00	424.52	4,240.48	133,477.76	136,147.32
31	4,665.00	411.45	4,253.55	129,224.21	131,808.69
32	4,665.00	398.33	4,266.67	124,957.54	127,456.69
33	4,665.00	385.18	4,279.82	120,677.72	123,091.27
34	4,665.00	371.99	4,293.01	116,384.71	118,712.40
35	4,665.00	358.76	4,306.24	112,078.47	114,320.04
36	4,665.00	345.48	4,319.52	107,758.95	109,914.13

Sales tax of 0 is included in the financed amount shown above.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

12PFDOC224

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC
 LESSEE: LINN-MAR COMMUNITY SCHOOL
 LEASE NUMBER: PUB 18522
 LEASE DATE: JULY 8, 2019

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	4,665.00	332.17	4,332.83	103,426.12	105,494.64
38	4,665.00	318.81	4,346.19	99,079.93	101,061.53
39	4,665.00	305.41	4,359.59	94,720.34	96,614.75
40	4,665.00	291.98	4,373.02	90,347.32	92,154.27
41	4,665.00	278.50	4,386.50	85,960.82	87,680.04
42	4,665.00	264.97	4,400.03	81,560.79	83,192.01
43	4,665.00	251.41	4,413.59	77,147.20	78,690.14
44	4,665.00	237.81	4,427.19	72,720.01	74,174.41
45	4,665.00	224.16	4,440.84	68,279.17	69,644.75
46	4,665.00	210.47	4,454.53	63,824.64	65,101.13
47	4,665.00	196.74	4,468.26	59,356.38	60,543.51
48	4,665.00	182.97	4,482.03	54,874.35	55,971.84
49	4,665.00	169.15	4,495.85	50,378.50	51,386.07
50	4,665.00	155.29	4,509.71	45,868.79	46,786.17
51	4,665.00	141.39	4,523.61	41,345.18	42,172.08
52	4,665.00	127.45	4,537.55	36,807.63	37,543.78
53	4,665.00	113.46	4,551.54	32,256.09	32,901.21
54	4,665.00	99.43	4,565.57	27,690.52	28,244.33
55	4,665.00	85.36	4,579.64	23,110.88	23,573.10
56	4,665.00	71.24	4,593.76	18,517.12	18,887.46
57	4,665.00	57.08	4,607.92	13,909.20	14,187.38
58	4,665.00	42.88	4,622.12	9,287.08	9,472.82
59	4,665.00	28.63	4,636.37	4,650.71	4,743.72
60	4,665.00	14.29	4,650.71	0.00	-
Grand Totals	279,900.00	24,717.03	255,182.97		-

Lessee Signature: _____ Date: _____
 Print Name: _____ Title: _____

ATTACHMENT 2

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: LINN-MAR COMMUNITY SCHOOL

LEASE NUMBER: PUB 18522

LEASE DATE: JULY 8, 20 19

Quantity	Description/Serial No./Model No.	Location
3	KONICA BH PRO 1100 WITH ATTACHMENTS	
9	SHARP MX-5071 WITH ATTACHMENTS	
10	SHARP MX-M3070 WITH ATTACHMENTS	
4	SHARP MX-M5070 WITH ATTACHMENTS	
7	SHARPMX-3071 WITH ATTACHMENTS	

LESSEE Signature: _____

Date: _____

Print Name: _____

Title: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: Linn-Mac Community School District
If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: 2999 North 10th street
Marion IA 52302
Attention: Accounts Payable
Telephone Number: 319-447-3010
FEDERAL ID#: 42-0872010

SPECIAL INSTRUCTIONS

- Do you require a Purchase Order Number on the invoice? If yes, please provide PO# YES NO
- Is a new purchase order required for each new fiscal period? YES NO
- If yes, provide month/year PO expires _____
- Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. YES NO
- Do you require any special information to establish a vendor number for _____? YES NO
- If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: J.T. Anderson
Title: CFD / Board Secretary
Contact Address: 2999 North 10th street, Marion, IA 52302
Contact Telephone Number: 319-447-3008
Email Address: jtanderson@linnmac.k12.ia.us

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.
- YES NO If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?
- YES NO If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.



Equipment Maintenance Agreement

PO #

CONTRACT #

Sales Representative: Zachary McBride

Meter Reading Contact Person: 0

Equipment Maintenance Agreement Phone: 800.892.8548 | Fax: 800.847.3087

The words you and your refer to the customer. The words Owner, we, us and our refer to Marco Technologies LLC. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME: Linn-Mar Community School; STREET ADDRESS: 29999 N 10th St; CITY: Marion; STATE: IA; ZIP: 52302; PHONE: 319-447-3007; ACCOUNT #: LM71

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL #, Starting Meter Color, Starting Meter B&W. Row 1: See Attached Grouped Pool Billing.

Minimum Payment* \$ See Attached; B&W Print Allowance See Attached; Excess B&W Print Charge* \$ See Attached

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)



Do you wish to enroll in the Marco Support Desk for equipment listed herein? [X] Yes OR [] No; Number of Devices Enrolled: 165

Marco Support Desk Device Monthly Fees: 1 - 5 Devices: \$10; 6 - 15 Devices: \$20; 16+ Devices: \$30

FREQUENCY OF MINIMUM PAYMENT / METER READING FREQUENCY

Please Check One: [X] Monthly [] Quarterly [] Semi-Annually [] Annually; (If no box is checked, frequency will be Monthly)

TERM AND PAYMENT SCHEDULE / SUPPLIES COVERAGE LEVELS

Term in Months: 60; Start Date: 7-15-19; The contract payment ("Minimum Payment") period is monthly unless otherwise indicated; Please Check One: [X] All Inclusive [] HP OEM [] No Supplies Included

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

MARCO ACCEPTANCE

Marco Technologies LLC; OWNER; SIGNATURE; TITLE; DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Linn-Mar Community School; CUSTOMER (as referenced above); SIGNATURE; TITLE; DATED

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on the second page of this two-page Agreement.

Linn-Mar Community School; CUSTOMER (as referenced above); SIGNATURE; TITLE; DATED

42-0872010; FEDERAL TAX I.D. #; PRINT NAME; Page 1 of 2 Confidential; Rev 07.2018 Sherpa/DocuSign v3.0

1. AGREEMENT: You agree to all of the terms and conditions contained in this maintenance agreement and any schedule incorporating the terms of this agreement by reference which together are a complete statement of our agreement regarding the listed Equipment ("Agreement"). Marco agrees to provide maintenance on the equipment specified in this Agreement at the address specified. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will begin on the start date and will continue from that day for the number of consecutive years shown. The term will be extended automatically for successive 12 month periods unless you send us written notice, no less than 30 days before the end of any term of your intent to cancel. Marco may also cancel this agreement at any time subject to a 30 day notice. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. PAYMENTS: Payments are required to be made based on the frequency indicated on the front of this Agreement and based on the rates currently in effect plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. Marco reserves the right to delay or hold service if your account with us is delinquent. If for any reason, your check is returned for nonpayment, a NSF charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for maintenance and travel charges during normal business hours (8:00 a.m. - 5:00 p.m. Monday through Friday); inspection, adjustment, parts replacement (worn or broken through normal use), drums and clearing material required for the proper operation. All service calls will be responded to by factory authorized technicians within eight working hours of the time a call is placed. Parts or labor for repairs made necessary by accident, negligence, theft, vandalism, lightning, loss of power or current fluctuation, fire, water or other casualty, repairs made necessary by personnel other than those of Marco, are excluded from this agreement. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal work day will be charged at published rates for labor and expense but without charge for parts covered by this Agreement. Paper, staples and MICR cartridges must be separately purchased by you. Device network support on connected Equipment is not included and will be billable at the current hourly rate, at your expense. Changes to your network including but not limited to different or upgraded network operating systems that require reconfiguring your imager are not included in this agreement. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. This agreement is based on the industry standard and the manufacturer estimated yield for black toner and developer is based on an average per page coverage of 6% and for color toner and developer is based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, Marco Technologies LLC in its sole discretion reserves the right to amend this contract in order to adjust for any increased toner and developer usage in excess of the industry standard. Toner, developer and/or drums for facsimiles are not covered by this agreement. We may charge you a monthly Supply Freight Fee to help offset our costs of delivering supplies to you. Should any of the equipment included in this Agreement be traded in for a new device from Marco during the life of this Agreement, the unused balance of copies on the old equipment will be prorated and allocated toward maintenance of the new machine(s).

4. WARRANTIES: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment the address shown above and you agree to notify us of any movement of equipment covered under this Agreement.

6. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

7. LIMITATION OF LIABILITY: In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities under this contract. Marco will not be responsible to customers for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages. Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customer established that Marco failed to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Marco's liability in regards to parts supplied shall be limited to any warranty expressly agreed to in a purchase agreement for such parts or supplies. There shall be no warranty for parts or supplies unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty. Marco will not be held responsible for any damage to software or customer information.

8. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf.

9. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, OR ASSIGN THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice.

10. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or any other party in connection with this Agreement when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of up to 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement immediately and require that you pay the unpaid balance of this Agreement. We may also use any of the remedies available to us under the Uniform Commercial Code as enacted in the State of Minnesota or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

11. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement and any schedule or supplement shall be governed by the internal laws for the State of Minnesota. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS ARE LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

12. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of overage billing cycle. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per device per overage billing cycle to collect your reads. At the end of the first year of the Agreement, and with each successive period, not to exceed 12 months, we may increase the base usage charge per print and the excess print charge per print by a maximum of 15% of the existing charge.

13. SUPPLIES LEVEL COVERAGE INFORMATION: All Inclusive is defined as all colors (cyan, magenta, yellow and black) of toners, developers, drums and drum kits are included. B&W Inclusive is defined as only black toners, black developers, black drums and black drum kits are included. Cyan, magenta and yellow toners, developers, drums and drum kits are not included. No Supplies Included is defined as all toners, developers, drums and drum kits being excluded.

FOR MUNICIPALITIES ONLY

14-A. CUSTOMER COVENANTS: You covenant and warrant that (1) you have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

14-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

14-C. NON APPROPRIATION: In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Marco.

Then, provided that (a) you have given Marco written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Marco has received a written opinion from your counsel verifying the same within ten (10) days thereafter. Marco remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given.

15. MARCO SUPPORT DESK: If indicated on page 1 of this Agreement, access to the Marco Help Desk, Monday-Friday from 8:00 am to 5:00 pm CST, is included on all Equipment. Marco Support Desk is included for all Equipment listed on this Agreement. Support Desk assistance is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates. Marco Support Desk includes the following:

- Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a commercially reasonable attempt to reconfigure scan to email for changes made by your Internet Service Provider.

- Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations. Current Marco supported Manufacturer Companion Software includes: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.

- New or upgraded end user software that results in printing issues requiring updating print drivers or configurations.

- Additional training sessions for key operators and/or end users.

- Other printing or scanning software related issues as it applies to the imager(s).



Schedule "A-2"

APPLICATION NO.
PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1. SHARP MX-5071			
2. SHARP MX-5071			
3. SHARP MX-M3070			
4. SHARP MX-M3070			
5. SHARP MX-M3070			
6. SHARP MX-5071			
7. SHARP MX-M3070			
8. SHARP MX-5071			
9. SHARP MX-5071			
10. SHARP MX-M3070			
11. SHARP MX-M5070			
12. SHARP MX-3071			
13. SHARP MX-5071			
14. SHARP MX-M3070			
15. SHARP MX-3071			
16. SHARP MX-M5070			
17. SHARP MX-3071			
18. SHARP MX-3071			
19. SHARP MX-M5070			
20. SHARP MX-3071			
21. SHARP MX-5071			
22. SHARP MX-M3070			
23. SHARP MX-M3070			
24. SHARP MX-M3070			
25. SHARP MX-3071			
26. SHARP MX-M5070			
27. SHARP MX-M3070			
28. SHARP MX-3071			
29. SHARP MX-5071			
30. SHARP MX-5071			
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42.			

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School
CUSTOMER (as referenced above)

X	TITLE
	DATED
SIGNATURE	



Schedule "A-3"

APPLICATION NO. PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

Table with columns: EQUIPMENT DESCRIPTION, MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Contains 42 rows of equipment details.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Signature block for Linn-Mar Community School. Includes fields for TITLE, DATED, and SIGNATURE. A large 'X' is present in the signature area.



Schedule "A-3"

APPLICATION NO.
PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8546 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
43. HP 4250 linn grove 137 art 2301 50th St Marion	CNRXS05413		
44. HP 4250 linn grove a116 student support 2301 50th St Marion	CNRXR15152		
45. HP 4250 linn grove a107 prek 2301 50th St Marion	CNRXL71694		
46. HP 4250 linn grove d101 2nd grade 2301 50th St Marion	CNRXR13002		
47. HP 4250 linn grove k-2 pod 2301 50th St Marion	CNRXL71734		
48. HP 4250 linn grove 3-5 pod 2301 50th St Marion	CNRXL71736		
49. HP 4250 linn grove a126 student support 2301 50th St Marion	CNRXL71733		
50. LEXMARK M3150 linn mar district office 3rd fl 2999 N 10th St Marion	S451445HH12KVV		
51. HP P2055DN linn mar district office lisa student services 2999 N 10th St	VNB3Y01391		
52. HP 4200 linn mar district office business dept 1 2999 N 10th St Marion	USDNL09652		
53. HP 4240 linn mar district office business dept 2 2999 N 10th St Marion	JPRFH13797		
54. HP P3015 linn mar district office hr 1 2999 N 10th St Marion	VNBCC9502L		
55. HP M451NW linn mar district office hr phill miller 2999 N 10th St Marion	CNBH203985		
56. HP M451NW linn mar district office rm 315 admin asst 2999 N 10th St M	CNBG301703		
57. HP 2100 linn mar district office rm 313 Curriculum directors 2999 N 10th	USB010488		
58. HP 4000 linn mar district office rm 109 english 2999 N 10th St Marion	USNC040405		
59. HP P4014N linn mar distrcit office rm 112 bernie 2999 N 10th St Marion	CNDX105242		
60. HP M451NW linn mar district office lrc stage laura vaske 2999 N 10th S	CNDG303696		
61. LEXMARK XC2132 linn mar high main office 3111 N 10th St Marion	S752706946415R		
62. LEXMARK M3150 linn mar high area g career center 3111 N 10th St Ma	S45146PHH3297C		
63. LEXMARK M3150 linn mar high area h main office 3111 N 10th St Marior	S45146PHH3296V		
64. LEXMARK M3150 linn mar high area k library 3111 N 10th St Marion	S45146PHH32970		
65. LEXMARK M3150 linn mar high area j losh/axeen 3111 N 10th St Marior	S45146PHH32977		
66. LEXMARK M3150 linn mar high area foreign language 3111 N 10th St M	S45146PHH32976		
67. LEXMARK M3150 linn mar high area d four corners 3111 N 10th St Maric	S45146PHH32968		
68. LEXMARK M3150 linn mar high area p science fishbowl 141 3111 N 10th	S45146PHH32979		
69. LEXMARK M3150 linn mar high area e media center 3111 N 10th St Me	S45146PHH32975		
70. LEXMARK M3150 linn mar high area b turner 3111 N 10th St Marion	S45146PHH32973		
71. LEXMARK XC2132 linn mar high 132 lemmer/agriculture 3111 N 10th St	S752717946CT1G		
72. HP 4300 linn mar high athletic office 3111 N 10th St Marion	CNGY531219		
73. HP 1320 linn mar high academic success counselors 3111 N 10th St M	NS111111149		
74. HP P2035 linn mar high 3111 N 10th St Marion	CNB0C01452		
75. HP 4250 linn mar high 140 science 3111 N 10th St Marion	CNRXS07971		
76. HP 3800 linn mar high 140 science 3111 N 10th St Marion	CNYBD37360		
77. HP 2605 linn mar high agriculture 3111 N 10th St Marion	CNGC75R65F		
78. HP M1536 linn mar high 131a cad lab 3111 N 10th St Marion	CNF8F3W7NJ		
79. HP P4014N linn mar high 124 popw 3111 N 10th St Marion	CNDX124321		
80. HP M401DN linn mar high 120 art 3111 N 10th St Marion	VNB4B19143		
81. HP 4600 linn mar high 123 cook 3111 N 10th St Marion	JPCBK31212		
82. HP 4250 linn mar high 114 wesbrook 3111 N 10th St Marion	CNRXB98103		
83. HP P4014N linn mar high 111 comp lab 3111 N 10th St Marion	CNDX124323		
84. HP 4250 linn mar high 007 maint 3111 N 10th St Marion	CNRXL58056		

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School CUSTOMER (as referenced above)	X	TITLE
		DATED
	SIGNATURE	



Schedule "A-3"

APPLICATION NO. PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Contains 126 rows of equipment details.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School
CUSTOMER (as referenced above)

X
SIGNATURE

TITLE
DATED



Schedule "A-3"

APPLICATION NO.
PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **Marco Technologies, LLC.**

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
127. HP 3800 westfield elem 109 art 901 E Main St Robins	NS111111153		
128. HP 3600 westfield elem 109 art 901 E Main St Robins	CNWDF13506		
129. LEXMARK XC2132 wilkins elem office 2127 27th Street Marion	S7527189464MKN		
130. HP P3015 wilkins elem media center 2127 27th Street Marion	VNBCC9502P		
131. HP P3015 wilkins elem 2127 27th Street Marion	VNB3145825		
132. HP P4014 oak ridge 4901 Alburnett Road, Marion	CNDX322898		
133.			
134.			
135.			
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137.			
138.			
139.			
140.			
141.			
142.			
143.			
144.			
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168.			

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School
CUSTOMER (as referenced above)

X	TITLE
	DATED
SIGNATURE	



Maintenance Agreement
Grouped Pool Billing Schedule

APPLICATION NO.
PUB18522

AGREEMENT NO.

Meter Reading Contact Person: 0

Managed Account Program Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC.

PAYMENT SCHEDULE:

Minimum Payment* \$ 0.00 *plus applicable taxes

POOL 1 NAME: Production Print

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows 1-5 listing KONICA BIZHUB PRO 1100.

B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.003200

POOL 2 NAME: Copiers

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: See Attached Schedule A-2.

Color Print Allowance 0 Excess Color Print Charge* \$ 0.035000
B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.003800

POOL 3 NAME: Printers

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Row 1: See Attached Schedule A-3, Row 2: OEM toner.

Color Print Allowance 0 Excess Color Print Charge* \$ 0.100000
B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.013000

POOL 4 NAME: 0

Pool Location:

Table with 4 columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Rows 1-4 empty.

B&W Print Allowance 0 Excess B&W Print Charge* \$ 0.000000

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Linn-Mar Community School
CUSTOMER (as referenced above)

Signature box with X, TITLE, DATED, SIGNATURE labels.



Document G701™ – 2017

- Owner
- Contractor
- Architect

Change Order

PROJECT: <i>(Name and address)</i> Bowman Woods Elementary Classroom Renovation 151 Boyson Road NE Cedar Rapids, Iowa 52402	CONTRACT INFORMATION: Contract For: General Construction Date: March 8, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: July 1, 2019
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 2999 10th Street Marion, Iowa 52302	ARCHITECT: <i>(Name and address)</i> Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	CONTRACTOR: <i>(Name and address)</i> Garling Construction 1120 11th Street Belle Plaine, IA 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Revised casework per COR 01 – CREDIT -\$3,393.00

Install new grid system in the kitchen per COR 03R – ADD \$1,472.62

Install new grid system in Rooms 143 and 153 per COR 05 – ADD \$492.66

The original Contract Sum was	\$ 458,100.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 458,100.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 1,427.72
The new Contract Sum including this Change Order will be	\$ 456,672.28

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be the same.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shive-Hattery, Inc. ARCHITECT <i>(Firm name)</i>	Garling Construction CONTRACTOR <i>(Firm name)</i>	Linn-Mar Community School District OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Natalie Oppedal, AIA PRINTED NAME AND TITLE	Troy Pins PRINTED NAME AND TITLE	M. Anderson, CFO/Board Treasurer Sonda Nelson, Board President PRINTED NAME AND TITLE
7/1/2019 DATE	7/2/19 DATE	DATE



GARLING
CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 001

LINN-MAR SCHOOL DISTRICT	Date	Tuesday, March 26, 2019
Project: Bowman Woods Change order due to PR 001-Revised Casework per supplemental drawings A1 and A2.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00001	Decor Cabinets				-3393.000	0.0000	(\$3,393.00)

PROPOSAL SUMMARY

(\$3,393.00)

Net Costs

(\$3,393.00)

Proposal Total

(\$3,393.00)

✕ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✕

Architect: x *Natalie Oppidal* Date: 06/12/2019

Owner: x _____ Date: _____
LINN-MAR SCHOOL DISTRICT

PM: x *Loren Klenk* Date: 03/26/2019
Loren Klenk, Project Manager



GARLING CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0005

LINN-MAR SCHOOL DISTRICT	Date	Friday, June 21, 2019
Project: Bowman Woods		
Change order for Allied Construction to install new grid system (hanger's, main tees and 4" tees) in Rooms 143 and 153. Per RFI 004 response.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00005	Bond 2%	Other Expense			9.660	0.0000	\$9.66
00005	Allied Construction				460.000	5.0000	\$483.00
00005							

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

Submittal Review

Project Name: Linn-Mar CSD Bowman Woods Classroom Reno
 Submittal ID:
 Spec Section:
 Reviewed On: 6/24/2019
 Reviewed By: Natalie Oppedal

Action: Approved - CO to be issued

THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. CORRECTIONS OR COMMENTS MADE ON THE SUBMITTALS DURING THIS REVIEW DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE PLANS AND THE SPECIFICATIONS. APPROVAL OF A SPECIFIC ITEM SHALL NOT INCLUDE APPROVAL OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED AT THE JOBSITE; INFORMATION THAT PERTAINS SOLELY TO THE FABRICATION PROCESS OR TO THE MEANS, METHODS, TECHNIQUE, SEQUENCES, AND PROCEDURES OF CONSTRUCTION; COORDINATION OF THE WORK OF ALL TRADES, AND FOR PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER.

PROPOSAL SUMMARY	
Other Expense	\$9.66
	\$483.00
Net Costs	\$492.66
Proposal Total	\$ 492.66

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ Date: _____

Owner: x _____ Date: _____
LINN-MAR SCHOOL DISTRICT

PM: x _____ Date: _____
Loren Klenk, Project Manager

School Finance Report

May 31, 2018

92% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$57,300,000			\$4,649,991	\$5,689,563	\$43,983,456	76.8%		\$13,316,544		
2) Support Services(2000-2999)	\$27,606,000			\$2,055,733	\$2,349,480	\$22,086,742	80.0%		\$5,519,258		
3) Non-Instructional(3000-3999)	\$4,176,000			\$338,779	\$359,904	\$3,156,299	75.6%		\$1,019,701		
4) Other Expenditures(4000-6299)	\$20,131,272			\$2,815,736	\$61,561	\$18,679,454	69.4%	w/o transf	\$1,451,818		
Total	\$109,213,272			\$ 9,860,238	\$ 8,460,507	\$ 87,905,952	76.2%	w/o transf	\$21,307,320		
Interfund Transfers	\$6,250,690			\$ 419,582	\$ -	\$4,703,004	75.2%		\$1,547,686		
Operating Fund-10	\$83,117,078	\$10,394,825	\$74,968,933	\$6,847,096	\$7,924,471	\$65,420,205	78.7%		17,696,873	9,548,728	19,943,553
Activity-21	\$1,600,000	\$760,424	\$1,166,622	\$99,109	\$73,158	\$969,824	60.6%		630,176	196,797	957,221
Management-22	\$1,201,000	\$2,021,542	\$1,087,090	\$0	\$0	\$1,004,518	83.6%		196,482	82,573	2,104,115
PERL-24	\$466,000	\$450,338	\$272,536	\$2,968	\$25,508	\$139,392	29.9%		326,608	133,144	583,482
SAVE-33	\$5,425,000	\$6,623,707	\$5,659,388	\$438,962	(\$2,055)	\$7,088,387	130.7%		(1,663,387)	(1,428,999)	5,194,708
Other Capitol Projects-35	\$0	\$0	\$0	\$0	\$0	\$0	0.0%		0	0	0
PPEL-36	\$2,865,000	\$871,058	\$3,588,916	\$80,260	\$75,023	\$1,943,789	67.8%		921,211	1,645,127	2,516,185
Debt Service-40	\$10,389,194	\$4,339,699	\$8,287,645	\$2,050,456	\$0	\$8,202,401	79.0%		2,186,793	85,244	4,424,943
Nutrition-61	\$3,750,000	\$1,052,889	\$3,233,612	\$318,228	\$335,749	\$2,884,760	76.9%		865,240	348,852	1,401,741
Aquatic Center-65	\$350,000	\$148,469	\$276,876	\$23,097	\$27,250	\$213,921	61.1%		136,079	62,954	211,423
Student Store-68	\$50,000	\$1,748	\$42,989	\$62	\$1,404	\$38,754	77.5%		11,246	4,235	5,982
Total	\$109,213,272	\$26,664,699	\$98,584,607	\$9,860,238	\$8,460,507	\$87,905,952	80.5%		21,307,320	10,678,655	37,343,354
Interfund Transfers	\$6,250,690		\$4,703,004	\$0	\$0	\$4,703,004	0.0%		1,547,686		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2017-2018

Date Range: 05/01/2018 - 05/31/2018

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	19,272,532.26	6,445,670.64	6,701,662.32	19,016,540.58
10.0002.0000.000.0000.101000	CASH IN BANK	4,976.67	2.56	2,445.92	2,533.31
10.0008.0000.000.0000.101000	CASH IN BANK	1,004,781.84	1,280.06	0.00	1,006,061.90
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,497.63	3,497.63	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	901,104.15	333,349.54	277,805.03	956,648.66
22.0006.0000.000.0000.101000	CASH IN BANK	1,952,898.62	151,215.91	0.00	2,104,114.53
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,055.54	3,055.54	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	570,797.79	17,722.94	4,967.94	583,552.79
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,244,317.83	577,306.72	438,961.82	1,382,662.73
36.0003.0000.000.0000.101000	CASH IN BANK	2,387,183.07	209,261.56	80,259.73	2,516,184.90
40.0003.0000.000.0000.101000	CASH IN BANK	5,840,386.71	635,012.34	2,050,456.25	4,424,942.80
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	182,426.12	182,426.12	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,492,088.92	318,523.12	326,403.75	1,484,208.29
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	15,727.82	15,727.82	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	216,608.48	22,799.91	25,370.63	214,037.76
68.0002.0000.000.0000.101000	CASH IN BANK	4,712.39	1,332.00	61.95	5,982.44
		38,688,472.65	8,918,184.41	10,113,102.45	37,493,554.61

End of Report

School Finance Report May 31, 2019

92% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$62,050,000			\$4,758,149	\$5,678,795	\$47,389,288	76.4%		\$14,660,712		
2) Support Services(2000-2999)	\$28,955,000			\$2,294,936	\$2,273,869	\$22,693,611	78.4%		\$6,261,389		
3) Non-Instructional(3000-3999)	\$4,380,000			\$353,014	\$343,163	\$3,101,533	70.8%		\$1,278,467		
4) Other Expenditures((4000-5299)	\$20,166,613			\$5,540,064	\$905,665	\$16,138,019	80.0%		\$4,028,594		
5) Interfund Transfers	\$6,249,222			\$419,524	\$419,524	\$4,692,233	75.1%		\$1,556,989		
Total	\$121,800,835			\$13,365,687	\$9,621,017	\$94,014,683	77.2%		\$27,786,152		
Operating Fund-10	\$86,491,613	\$9,971,656	\$77,587,606	\$7,036,496	\$7,403,176	\$67,773,662	78.4%		18,717,951	9,813,944	19,785,600
Activity-21	\$1,700,000	\$784,803	\$1,613,483	\$106,398	\$131,418	\$1,490,130	87.7%		209,870	123,353	908,156
Management-22	\$1,265,000	\$2,110,684	\$1,146,083	\$547	\$304	\$971,010	76.8%		293,990	175,073	2,285,756
PERL-24	\$495,000	\$542,570	\$291,364	\$6,827	\$3,475	\$137,952	27.9%		357,048	153,413	695,983
SAVE-33	\$12,884,294	\$5,848,876	\$6,474,243	\$574,829	\$1,093,224	\$6,778,047	52.6%		6,106,247	(303,804)	5,545,072
Other Capital Projects-31	\$0	\$0	\$10,190,809	\$161,431	\$495,535	\$1,921,004	#DIV/0!		(1,921,004)	8,269,805	8,269,805
PPEL-36	\$4,514,928	\$1,134,947	\$3,742,534	\$59,104	\$121,478	\$2,020,548	44.8%		2,494,380	1,721,986	2,856,933
Debt Service-40	\$10,100,000	\$4,078,964	\$8,383,509	\$4,225,274	\$26,775	\$9,850,475	97.5%		249,525	(1,466,966)	2,611,997
Nutrition-61	\$3,950,000	\$1,020,434	\$3,205,358	\$330,496	\$311,945	\$2,792,435	70.7%		1,157,565	412,923	1,433,357
Aquatic Center-65	\$350,000	\$155,813	\$326,594	\$23,611	\$31,104	\$242,966	69.4%		107,034	83,628	239,441
Student Store-68	\$50,000	\$5,527	\$46,278	\$1,625	\$2,582	\$36,455	72.9%		13,545	9,823	15,350
Total	\$121,800,835	\$25,654,272	\$113,007,862	\$12,526,638	\$9,621,017	\$94,014,683	77.2%		27,786,152	18,993,179	44,647,451

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2018-2019

Date Range: 05/01/2019 - 05/31/2019

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	19,133,075.61	6,680,365.72	6,923,559.27	18,889,882.06
10.0002.0000.000.0000.101000	CASH IN BANK	5,058.75	2.19	0.00	5,060.94
10.0008.0000.000.0000.101000	CASH IN BANK	1,022,801.43	1,650.49	0.00	1,024,451.92
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	6,864.98	6,864.98	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	865,340.14	370,389.77	334,141.80	901,588.11
22.0006.0000.000.0000.101000	CASH IN BANK	2,224,769.83	61,533.11	546.75	2,285,756.19
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,135.09	3,135.09	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	686,675.51	16,572.13	6,809.45	696,438.19
31.0003.0000.000.0000.101000	CASH IN BANK	0.00	161,430.69	161,430.69	0.00
31.0008.0000.000.0000.101000	ISJIT \$10 Million GO Bond	8,413,751.32	17,484.55	161,430.69	8,269,805.18
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,655,943.57	607,060.70	574,829.04	1,688,175.23
36.0003.0000.000.0000.101000	CASH IN BANK	2,699,502.74	216,534.89	59,104.35	2,856,933.28
40.0003.0000.000.0000.101000	CASH IN BANK	6,204,522.50	632,748.91	4,225,274.00	2,611,997.41
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	180,682.83	180,682.83	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,651,352.05	365,142.49	335,613.99	1,680,880.55
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	19,303.46	19,303.46	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	245,800.22	27,296.67	26,268.37	246,828.52
68.0002.0000.000.0000.101000	CASH IN BANK	15,796.89	1,206.00	1,652.44	15,350.45
		48,620,474.48	9,369,404.67	13,020,647.20	44,969,231.95

End of Report