A - Warrants Paid Listing		Criteria
	Date Range:	12/06/2019 - 01/09/202
iscal Year: 2019-2020		
Vendor Name	Description	Check Total
und: AQUATIC CENTER		
BMO MASTERCARD	GENERAL SUPPLIES	\$829.73
BMO MASTERCARD	TRAVEL	\$915.80
CEDAR RAPIDS AQUATICS ASSOCIATION	GENERAL SUPPLIES	\$1,425.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$7,891.96
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$155.76
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$666.05
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$155.76
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$666.05
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$975.11
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$531.66
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$797.92
IOWA SWIMMING, INC (DES MOINES)	GENERAL SUPPLIES	\$2,650.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$10.34
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$20.71
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$710.15
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$39.73
SPLASH MULTISPORT	GENERAL SUPPLIES	\$2,104.13
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$344.72
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$74.00
YMCA OF GREATER DES MOINES	GENERAL SUPPLIES	\$1,336.00
	Fund Total	: \$22,300.58
und: CAPITAL PROJECTS GO BONDS		* • • • • • • • •
GREENWOOD CLEANING SYSTEMS	EQUIPMENT >\$1999	\$19,100.00
IRONSIDE RICK	OTHER PROFESSIONAL	\$2,000.00
LARSON CONSTRUCTION COMPANY, INC	CONSTRUCTION SERV	\$1,554,847.67
MENARDS -13127	EQUIPMENT >\$1999	\$6,984.28
RATHJE CONST	CONSTRUCTION SERV	\$79,984.80
SYSTEMWORKS LLC	OTHER PROFESSIONAL	\$7,020.00
TEAM SERVICES, INC	OTHER PROFESSIONAL	\$7,016.10
und: DEBT SERVICE	Fund Total	: \$1,676,952.85
BB & T GOVERNMENTAL FINANCE	INTEREST	\$92,850.76
UMB BANK, N.A.	INTEREST	\$585,748.75
UMB BANK, N.A.	OTHER PROFESSIONAL	\$891.67
	Fund Tota	: \$679,491.18
und: GENERAL		
A-1 PRECISION SHARPENING	INSTRUCTIONAL SUPPLIES	\$380.60
ACUTRANS	INSTRUCTIONAL SUPPLIES	\$78.30
ADVANCE AUTO PARTS	TRANSP. PARTS	\$335.11
ADVANTAGE	GENERAL SUPPLIES	\$98.63
AGVANTAGE FS	GASOLINE	\$3,866.19
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$2,034.00

IA - Warrants Paid Listing

Fiscal Year: 2019-2020

Criteria Date Range: 12/06/2019

12/06/2019 - 01/09/2020

Vendor Name	Description	Check Total
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$317.91
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES	\$467.76
ALL INTEGRATED SOLUTIONS	REPAIR PARTS	\$33.30
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$333.20
ALLIANT ENERGY	ELECTRICITY	\$80,511.29
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$5.22
ANCHOR FRAME & AXLE	VEHICLE REPAIR	\$157.50
ANDERSON, JT	TRAVEL	\$93.60
ANIXTER, INC.	MAINTENANCE SUPPLIES	\$310.87
APEX LEARNING	INSTRUCTIONAL SUPPLIES	\$28,500.00
AREA AMBULANCE SERVICE	INSTRUCTIONAL SUPPLIES	\$1,075.00
ASCD	PROF SERV: EDUCATION	\$27,600.00
ASIFLEX	EE LIAB-FLEX DEP CARE	\$14,841.63
ASIFLEX	EE LIAB-FLEX HEALTH	\$23,420.47
ASIFLEX	OTHER PROFESSIONAL	\$786.50
ASSETWORKS INC.	DATA PROCESSING AND	\$1,800.00
ATLANTIC COCA-COLA	INSTRUCTIONAL SUPPLIES	\$739.56
AUDITOR OF STATE	OTHER PROFESSIONAL	\$850.00
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$784.72
BARRY DEBRA	TRAVEL	\$219.18
BAUER BUILT	TIRES AND TUBES	\$1,059.20
BAUER BUILT	VEHICLE REPAIR	\$1,055.76
BISGARD SHANNON	TRAVEL	\$99.45
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$57.75
BMO MASTERCARD	COMP/TECH HARDWARE	\$1,568.53
BMO MASTERCARD	COMPUTER SOFTWARE	\$298.00
BMO MASTERCARD	CONSUMABLE WORKBOOKS	\$79.96
BMO MASTERCARD	DUES AND FEES	\$19.95
BMO MASTERCARD	ELECTRICAL SUPPLY	\$587.75
BMO MASTERCARD	GARBAGE COLLECTION	\$4,672.77
BMO MASTERCARD BMO MASTERCARD	GASOLINE	\$232.53
BMO MASTERCARD BMO MASTERCARD	GENERAL SUPPLIES	\$12,086.97
BMO MASTERCARD BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$27,419.91
BMO MASTERCARD BMO MASTERCARD	LIBRARY BOOKS	\$146.39
BMO MASTERCARD BMO MASTERCARD	MAINTENANCE SUPPLIES	\$676.56
BMO MASTERCARD BMO MASTERCARD	OTHER PROFESSIONAL	\$4,186.87
BMO MASTERCARD BMO MASTERCARD	POSTAGE/UPS	\$16.20
	PROF SERV: EDUCATION	\$1,972.34
BMO MASTERCARD	REF & RSRCH MATERIAL	\$1,249.19
	REPAIR PARTS	\$1,365.42
BMO MASTERCARD	SMALL TOOLS	\$276.23
BMO MASTERCARD	SMALL TOOLS STAFF WORKSHP/CONF	\$3,013.28
BMO MASTERCARD		\$18.35
BMO MASTERCARD		\$170.00
BMO MASTERCARD	TRANSP PRIVATE CONT	
BMO MASTERCARD	TRAVEL	\$9,127.44

IA - Warrants Paid Listing

scal Year: 2019-2020	Date Ra	ange: 12/06/2019 - 01/09/2020
Vendor Name	Description	Check Total
BOHNSACK & FROMMELT LLP	OTHER PROFESSIONAL	\$7,325.00
BOYLE ALLISON	TRAVEL	\$57.10
BRECKE	OTHER PROFESSIONAL	\$1,450.00
BRINK EJ	OFFICIAL/JUDGE	\$70.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$1,989.69
BURGESS GAYLA	TRAVEL	\$15.60
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$155.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$360.00
C.R. GLASS CO	REPAIR/MAINT SERVICE	\$264.65
CALCARA MARILYN	TRAVEL -	 \$17.24
CAMPBELL SUPPLY	MAINTENANCE SUPPLIES	\$116.12
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$31.52
CARROLL CONSTRUCTION SUPPLY	REPAIR PARTS	\$706.62
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$1,047.76
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$907.13
CEDAR RAPIDS COMM. SCHOOL/RW	PROF SERV: EDUCATION	\$12,325.68
CEDAR RAPIDS TIRE	REPAIR PARTS	\$485.08
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$847.85
CEDAR VALLEY WORLD TRAVEL	RENTALS EQUIPMENT	\$995.00
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$1,047.82
CENTURYLINK	TELEPHONE	\$2,601.42
CHIROPRACTIC OF IOWA	PHYSICALS	\$90.00
CINDY EWARDS OPITZ	OFFICIAL/JUDGE	\$50.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$476.28
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$603.62
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$313.60
CITY OF MARION.	OTHER PROFESSIONAL	\$1,052.64
CITY TREASURER'S OFFICE	DUES AND FEES	\$150.00
COCHET SANDRINE	TRAVEL	\$67.63
COLLECTION	EE LIAB-GARNISHMENTS	\$5,857.04
COLLINS JAXON	OFFICIAL/JUDGE	\$140.00
COLTON MICHELLE	INSTRUCTIONAL SUPPLIES	\$1,500.00
COMMUNICATIONS ENGINEERING CO	RADIOS	\$2,304.83
COMMUNICATIONS ENGINEERING SS	EE LIAB-CHARITY	\$10.00
COMMUSA	MAINTENANCE SUPPLIES	\$165.99
CONNOR J KOPPIN	INSTRUCTIONAL SUPPLIES	\$1,000.00
COOKSLEY DAWN	TRAVEL	\$48.20
COOPER STEPHEN	OFFICIAL/JUDGE	\$70.00
COUNCIL FOR EXCEPTIONAL CHILDREN	GENERAL SUPPLIES	\$175.00
CR/LC SOLID WASTE AGENCY	GARBAGE COLLECTION	\$60.68
CRESCENT ELECTRIC	ELECTRICAL SUPPLY	\$490.28
CRESCENT ELECTRIC CRESCENT PARTS & EQUIPMENT CO., INC	MAINTENANCE SUPPLIES	\$214.00
	INSTRUCTIONAL SUPPLIES	\$214.00
CRISIS PREVENTION INSTITUTE INC		
CROWBAR'S		\$40.39 \$056.30
CULLIGAN	GENERAL SUPPLIES	\$956.30

Criteria

IA - Warrants Paid Listing

Fiscal Year: 2019-2020

<u>Criteria</u> Date Range: 12/06/2019 - 01/09/2020

scal Year: 2019-2020	Description	Check Total
Vendor Name	Description	NAME ACCOMPANY OF THE DEPOSITION OF THE DEPOSITION OF THE ACCOUNT
CULLIGAN	INSTRUCTIONAL SUPPLIES	\$3,506.75
D.B. ACOUSTICS INC	REPAIR/MAINT SERVICE	\$135.00
DEAHL JESSICA	INSTRUCTIONAL SUPPLIES	\$306.00
DEMCO	LIBRARY BOOKS	\$218.61
DEVRIES TAMARA	TRAVEL	\$175.66
DICK'S PETROLEUM CO.	GENERAL SOFTWARE	\$4,965.00
DRYSPACE INC	REPAIR/MAINT SERVICE	\$2,334.27
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,611.09
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
EMS DETERGENT SERVICES	INSTRUCTIONAL SUPPLIES	\$44.95
EMS DETERGENT SERVICES	MAINTENANCE SUPPLIES	\$130.00
EMSLRC	INSTRUCTIONAL SUPPLIES	\$80.00
EVERYDAY SPEECH LLC	INSTRUCTIONAL SUPPLIES	\$524.85
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$1,247.00
FAMILY & CHILDREN'S SERVICES	PROF SERV: EDUCATION	\$21,034.50
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$272.17
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,359,738.09
FOLLETT SCHOOL SOLUTIONS, INC	INSTRUCTIONAL SUPPLIES	\$454.29
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$6,131.96
FULLER BRENT	TRAVEL	\$9.75
FUTURE LINE	MAINTENANCE SUPPLIES	\$635.62
GAMETIME	EQUIPMENT >\$1999	\$6,322.90
GASWAY CO, J P	GENERAL SUPPLIES	\$681.13
GEHRLS HAILEE	TRAVEL	\$89.70
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$542.23
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$52.59
GOPHER STAGE LIGHTING INC	GENERAL SUPPLIES	\$990.01
GRAINGER	MAINTENANCE SUPPLIES	\$184.42
GRANT WOOD AEA	GENERAL SUPPLIES	\$1,550.97
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$1,593.33
GRANT WOOD AEA	PROF SERV: EDUCATION	\$17,759.18
GRANT WOOD AEA	STAFF WORKSHP/CONF	\$1,250.00
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$3,066.70
HALVERSON GINGER	TRAVEL	\$65.13
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$27,551.52
HANDLEY DIRT WORK PLUS LLC	EQUIPMENT REPAIR	\$454.45
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$4,650.00
HAPPY JOE'S PIZZA	INSTRUCTIONAL SUPPLIES	\$393.92
HARMS JON	TRAVEL	\$34.71
HARMS JON HARTWIG RON	OFFICIAL/JUDGE	\$70.00
Landard and more than the second of	TRAVEL	\$153.27
	TRAVEL	\$29.95
	TRAVEL TRANSP. PARTS	\$2,062.24
	INSTRUCTIONAL SUPPLIES	\$366.64
	GENERAL SUPPLIES	\$26.75
HY-VEE FOOD STORE-8556	GENERAL OUPPLIED	φ20.75

IA - Warrants Paid Listing

Fiscal Year: 2019-2020

Date Range:

12/06/2019 - 01/09/2020

Criteria

Vendor Name	Description	Check Total
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$822.46
IASB	DUES AND FEES	\$1,330.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$3,751.88
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$68,563.41
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$289,829.73
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$68,392.70
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$289,829.73
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$402,922.69
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$386.70
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	- \$343.85
IOWA ASCD	DUES AND FEES	\$195.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$195,792.69
IOWA DEPT OF NATURAL RESOURCES	DUES AND FEES	\$130.00
IOWA ONE CALL	OTHER TECH SER	\$19.80
IOWA PRISON INDUSTRIES	INSTRUCTIONAL SUPPLIES	\$1,010.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$2,088.47
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$309,883.68
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$465,071.80
IOWA SHARES	EE LIAB-CHARITY	\$28.00
ISFIS	OTHER PROFESSIONAL	\$663.00
JAMES LAURA	TRAVEL	\$95.94
JERACH TOOL SUPPLY	SHOP TOOLS/EQUIPMENT	\$22.99
JOHNSTONE SUPPLY	REPAIR PARTS	\$30.08
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE	\$2,731.25
KELLEY SARAH	TRAVEL	\$55.38
KERR, BRENDA	INSTRUCTIONAL SUPPLIES	\$300.00
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$200.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$15,298.20
KOENEN KARLA	TRAVEL	\$31.67
LAMINATOR.COM	INSTRUCTIONAL SUPPLIES	\$97.14
LAMOTTE COMPANY	INSTRUCTIONAL SUPPLIES	\$127.49
LANE TODD	TRAVEL	\$33.15
LEAGUE OF WOMEN VOTERS OF CR/MAR	GENERAL SUPPLIES	\$400.00
LETTER PERFECT	GENERAL SUPPLIES	\$19.64
LINN CO-OP OIL	GASOLINE	\$20,234.68
LINN COUNTY REC	ELECTRICITY	\$48,609.18
LINN COUNTY TREASURER.	OTHER PROFESSIONAL	\$11,344.67
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$223.83
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$113.91
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$150.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$487.51
LYNCH FORD	MAINTENANCE SUPPLIES	\$561.51
LYNCH FORD	TRANSP. PARTS	\$88.76
	OFFICIAL/JUDGE	\$70.00
LYNOTT GABE	DISTRICT LIFE INSURANCE	\$70.00 \$5,317.41

IA - Warrants Paid Listing

Fiscal Year: 2019-2020

Date Range:

<u>Criteria</u> 12/06/2019 - 01/09/2020

Vendor Name	Description	Check Total
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12,807.62
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$184.00)
MARCO TECHNOLOGIES, LLC	Copies	\$7,727.38
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$240.46
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$364.35
MARION IRON CO.	MAINTENANCE SUPPLIES	\$70.20
MARION JANITORIAL SUPPLY CO	LAUNDRY SERVICE	\$1,245.62
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$143.60
MARION WATER DEPT	WATER/SEWER	\$7,810.76
MARK BAUMAN	INSTRUCTIONAL SUPPLIES	\$100.00
MATHESON-LINDWELD	INSTRUCTIONAL SUPPLIES	\$244.39
MCMASTER-CARR	MAINTENANCE SUPPLIES	\$52.96
MEDIACOM	TELEPHONE	\$236.65
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$968.39
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$66.63
MERCY EAP SERVICES	PROF SERV: EDUCATION	\$750.00
MERCYCARE COMMUNITY PHYSICIANS	OTHER PROFESSIONAL	\$492.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$164.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$23,842.94
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$485,648.08
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$18,971.07
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$27,550.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$22,694.31
MID AMERICAN ENERGY	NATURAL GAS	\$5,376.05
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$12,326.08
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR/MAINT SERVICE	\$757.25
MIDWEST COMPUTER PRODUCTS	COMP/TECH HARDWARE	\$1,139.94
MIDWEST COMPUTER PRODUCTS	EQUIPMENT >\$1999	\$382.97
MIDWEST COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$1,513.83
MILLER PHIL	TRAVEL	\$120.90
	TRAVEL	\$216.58
NASCO	INSTRUCTIONAL SUPPLIES	\$4,097.79
NATURE'S WAY CLEANERS	INSTRUCTIONAL SUPPLIES	\$399.00
NGUYEN LEE	INSTRUCTIONAL SUPPLIES	\$278.99
NORTHERN FESTIVAL OF BANDS	INSTRUCTIONAL SUPPLIES	\$380.00
NORTHWEST EVALUATION ASSOCIATION	CONSUMABLE WORKBOOKS	\$300.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$84.61
ORCHESTRA IOWA	Professional Educational Services	\$113.75
ORKIN PEST CONTROL	Pest Control	\$640.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$77.39
PATIK KIM	OFFICIAL/JUDGE	\$60.00
PATTERSON CHRISTOPHER	TRAVEL	\$252.33
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PELOTON CONSULTANT GROUP,LLC	STAFF WORKSHP/CONF	\$17,080.76
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,041.58

IA - Warrants Paid Listing

IA - Warrants Paid Listing		<u>Criteria</u> Date Range: 12/06/2019 - 01/09/2020
Fiscal Year: 2019-2020		Date Hange. 12/00/2013 - 01/03/2020
Vendor Name	Description	Check Total
PERFORMANCE HEALTH & FITNESS, LLC	INSTRUCTIONAL SUPPLIES	\$8,750.00
PETRINA WENDY	TRAVEL	\$88.14
PICKENS BARNES & ABERNATHY	LEGAL SERVICES	\$560.00
PITNEY BOWES	POSTAGE/UPS	\$1,714.65
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$95.78
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$1,417.68
Polk County Sheriff	EE LIAB-GARNISHMENTS	\$386.65
POTTERS OBSESSION	INSTRUCTIONAL SUPPLIES	\$96.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,843.53
- QUILL CORPORATION -	INSTRUCTIONAL SUPPLIES	\$121.76
QUINN STORAGE	FACILITY RENTAL	\$170.00
RAMOS JERI	TRAVEL	\$244.06
RAMOS VINCENT	TRAVEL	\$0.55
RANBARGER ANNA	TRAVEL	\$29.25
RAUSCH ERICA	TRAVEL	\$115.44
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$93.34
RIES KARLA	TRAVEL	\$47.58
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$1,081.60
ROGERS ED	INSTRUCTIONAL SUPPLIES	\$199.98
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$127.60
RYAN KEVIN	TRAVEL	\$34.94
SADLER POWER TRAIN	TRANSP. PARTS	\$525.83
SCHAEFFER MANUFACTURING COMPANY	MAINTENANCE SUPPLIES	\$211.40
SCHAUF ANDREW	OFFICIAL/JUDGE	\$70.00
SCHIMBERG	MAINTENANCE SUPPLIES	\$329.33
SCHOLASTIC BOOK FAIR INC	INSTRUCTIONAL SUPPLIES	\$1,899.36
SCHOLASTIC BOOK FAIR INC	LIBRARY BOOKS	\$7,366.16
SCHOLASTIC BOOK FAIR INC	MISC REVENUE	\$3,168.65
SCHOOL BUS SALES	TRANSP. PARTS	\$2,283.06
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$676.97
SCHOOL OUTFITTERS	INSTRUCTIONAL SUPPLIES	\$6,416.31
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$292.16
SCHULMERICH BELLS, LLC	INSTRUCTIONAL SUPPLIES	\$149.50
SCHULT BARBARA	TRAVEL	\$636.48
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$207.20
SERVICEMASTER FIVE SEASONS JANITORI	AL OTHER PROFESSIONAL	\$522.72
SPECIAL OLYMPICS IOWA INC	INSTRUCTIONAL SUPPLIES	\$125.00
SPOELSTRA AMY	TRAVEL	\$16.38
SPRAY-LAND USA	SHOP TOOLS/EQUIPMENT	\$8.10
STAMP CAROL	TRAVEL	\$100.23
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$27.00
STRAND ANNA	TRAVEL	\$48.20
STRAND JEANNE, CSR, RPR	OTHER PROFESSIONAL	\$266.25
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,690.90
SWANK MOVIE LICENSING USA	LIBRARY BOOKS	\$576.00

Criteria

IA - Warrants Paid Listing

Fiscal Year: 2019-2020

Date Range: 12

<u>Criteria</u> 12/06/2019 - 01/09/2020

Vendor Name	Description	and design and the second s	Check Total	
SYNOVIA SOLUTIONS, LLC	COMPUTER SOFTWARE		\$288.35	
TERRI HODGE	INSTRUCTIONAL SUPPLIES	INSTRUCTIONAL SUPPLIES		
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES		\$240.00	
THE PAPER CORPORATION	GENERAL SUPPLIES		\$3,529.41	
THE SHREDDER	OTHER PROFESSIONAL		\$210.00	
THERAPY SHOPPE INC	INSTRUCTIONAL SUPPLIES		\$57.98	
THOMPSON TRUCK & TRAILER	TRANSP. PARTS		\$298.56	
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND		\$18,529.27	
TOBIL DYNAVOX LLC	INSTRUCTIONAL SUPPLIES		\$99.00	
	OTHER TECH SER		\$1,500.00	
	STATE INCOME TAX WITHHOLDING		\$200,577.20	
TREASURER ST OF IA	TECH REPAIRS		\$547.50	
TRI-CITY ELECTRIC COMPANY OF IOWA			\$379.55	
TRIER KELLY	TRAVEL		\$196.05	
U.S. CELLULAR	TELEPHONE		\$10,000.00	
U.S. POSTAL SERVICE (POSTAGE BY PHONE)	POSTAGE/UPS			
UNITED REFRIGERATION	REPAIR PARTS		\$282.53	
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY		\$562.00	
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY		\$899.37	
US Department of Education AWG	EE LIAB-GARNISHMENTS		\$699.64	
VAN SANT ENTERPRISES	INSTRUCTIONAL SUPPLIES		\$1,040.97	
VASKE LAURA	TRAVEL		\$223.86	
VERIZON WIRELESS	TELEPHONE		\$635.24	
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)		\$59,129.97	
VOYAGER SOPRIS LEARNING	INSTRUCTIONAL SUPPLIES		\$678.70	
WALL RACHEL	TRAVEL		\$296.75	
WALMART	GENERAL SUPPLIES		\$234.20	
WALMART	INSTRUCTIONAL SUPPLIES		\$354.29	
WENDLING QUARRIES	GROUNDS UPKEEP		\$551.77	
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$2,183.43	
WINDSTREAM	TELEPHONE		\$805.86	
WOODWARD COMMUNITY MEDIA	ADVERTISING		\$592.73	
XAVIER HIGH SCHOOL	INSTRUCTIONAL SUPPLIES		\$200.00	
YOUNG JACOB	TRAVEL		\$110.14	
ZIPPY'S SALT BARN LLC	GROUNDS UPKEEP		\$6,471.76	
ZIPPY'S SALT BARN LLC	REPAIR PARTS		\$854.17	
		Fund Total:	\$7,019,394.06	-
: LOCAL OPT SALES TAX		i unu i euni	<i></i>	
DRYSPACE INC	CONSTRUCTION SERV		\$10,000.07	
HEARTLAND BUSINESS SYSTEMS, LLC	COMP/TECH HARDWARE		\$4,018.00	
RIVERSIDE TECHNOLOGIES, INC	COMP/TECH HARDWARE		\$5,936.32	
		Fund Total:	\$19,954.39	
I: NUTRITION SERVICES ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD		\$38,483.18	
BERGGREN SCOTT	GENERAL SUPPLIES		\$45.00	
	GENERAL SUPPLIES		\$34.92	
BMO MASTERCARD			an te state and the state of th	

Printed: 01/09/2020 10:29:45 AM Report: rptIAChecksPaidListing

Criteria IA - Warrants Paid Listing Date Range: 12/06/2019 - 01/09/2020 Fiscal Year: 2019-2020 Vendor Name Description Check Total **CITY LAUNDERING COMPANY** PROFESSIONAL \$1,272.84 **CITY LAUNDERING COMPANY** TRAVEL \$1,012.02 COLLECTION **EE LIAB-GARNISHMENTS** \$436.80 **GENERAL SUPPLIES** EMS DETERGENT SERVICES \$3,818.19 EE LIAB-DIR DEP NET PAY \$106,701.32 FARMERS STATE BANK **INTERNAL REVENUE SERVICE-9343 EE LIAB-MEDICARE** \$2,043.90 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$8,739.52 **INTERNAL REVENUE SERVICE-9343 ER LIAB-MEDICARE** \$2,043.90 **INTERNAL REVENUE SERVICE-9343** ER LIAB-SOC SEC \$8,739.52 FEDERAL INCOME TAX WITHHOLDING **INTERNAL REVENUE SERVICE-9343** \$7,920.76 IOWA PUBLIC EMPL RETIR SYSTEM **EE LIAB-IPERS** \$8,882.36 IOWA PUBLIC EMPL RETIR SYSTEM **ER LIAB-IPERS** \$13,330.58 UNEARNED REVENUE KACK DENISE \$1.75 DISTRICT LIFE INSURANCE \$142.50 MADISON NATIONAL LIFE INS. CO., INC ER LIAB-DISTRICT DISABILITY \$196.58 MADISON NATIONAL LIFE INS. CO., INC \$2.63 MARCO TECHNOLOGIES, LLC Copies METRO INTERAGENCY INS PROG. EE LIAB-MEDICAL INSURANCE \$15,198.13 PAN-O-GOLD BAKING CO. PURCHASE FOOD \$2,875.80 REINHART INSTITUTIONAL FOODS INC **GENERAL SUPPLIES** \$4,215.78 REINHART INSTITUTIONAL FOODS INC **PURCHASE FOOD** \$69,981.25 \$46.00 SCHOOL NUTRITION ASSOCIATION DUES AND FEES STATE INCOME TAX WITHHOLDING \$4,200.37 TREASURER ST OF IA U.S. DEPARTMENT OF TREASURY -- FMS **EE LIAB-GARNISHMENTS** \$174.31 \$620.00 VOYA RETIREMENT INSURANCE EE LIAB-403 (B) **GENERAL SUPPLIES** \$45.00 WILLIAMS LISA Fund Total: \$301,204.91 Fund: PHY PLANT & EQ LEVY EQUIPMENT >\$1999 \$920.16 COMMUSA COMPUTER/COPIER RENT \$9,330.00 DE LAGE LANDEN PUBLIC FINANCE DRYSPACE INC **BLDG. CONST SUPPLIES** \$503.64 ELECTRICAL ENGINEERING & EQUIPMENT CO. CONSTRUCTION SERV \$1,870.00 CONSTRUCTION SERV \$23,023.94 GARLING CONSTRUCTION \$783.00 HAWKEYE FIRE & SAFETY COMPANY **BLDG. CONST SUPPLIES** OTHER PURCH PROP SER \$3,354.00 INNOVATIVE MODULAR SOLUTIONS, INC. JOHNSON CONTROLS CONSTRUCTION SERV \$1,051.10 MIDWEST ALARM SERVICES CONSTRUCTION SERV \$1,104.00 PLUMBERS SUPPLY COMPANY CONSTRUCTION SERV \$11,714.94 **BLDG. CONST SUPPLIES** \$2,078.36 SCHIMBERG ARCHITECT \$15,152.10 SHIVE-HATTERY INC. SHIVE-HATTERY INC. CONSTRUCTION SERV \$6,000.00 COMPUTER SOFTWARE \$5,927.83 TIME CLOCK PLUS CONSTRUCTION SERV \$1,348.50 TRI-CITY ELECTRIC COMPANY OF IOWA CONSTRUCTION SERV WALSH DOOR & HARDWARE \$1,591.24 Fund Total: \$85,752.81

Linn-Mar Community School District

A - Warrants Paid Listing	Date Range:	<u>Criteria</u> 12/06/2019 - 01/09/2020
Fiscal Year: 2019-2020	Date Range.	
Vendor Name	Description	Check Total
und: PUB ED & REC LEVY		
CROELL REDI-MIX INC	EQUIPMENT REPAIR	\$1,036.00
D & K PRODUCTS	GROUNDS UPKEEP	\$750.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,659.37
HALL & HALL ENGINEERS INC	ARCHITECT	\$9,987.50
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$32.41
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$138.61
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$32.41
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$138.61
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$173.48
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$163.69
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$245.67
JOYAL FAMILY TREE SERVICE	GROUNDS UPKEEP	\$1,325.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.00
MENARDS -13127	EQUIPMENT >\$1999	\$3,763.74
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$24.56
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$437.16
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$19.87
MIDWAY OUTDOOR EQUIPMENT INC	GROUNDS UPKEEP	\$1,783.40
MTI DISTRIBUTING INC	GROUNDS UPKEEP	\$3,910.27
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$85.63
	Fund Tota	l: \$25,716.88
und: STUDENT ACTIVITY	OFFICIAL/JUDGE	\$124.10
AARON PLADNA		\$57.00
AMBROSY TODD	OFFICIAL/JUDGE	\$275.00
AMY WHITE PHOTOGRAPHY		\$264.65
ANDYMARK, INC	INSTRUCTIONAL SUPPLIES	\$7,114.12
B & H PHOTO		\$8,450.00
BMO MASTERCARD	DUES AND FEES INSTRUCTIONAL SUPPLIES	\$20,058.40
BMO MASTERCARD		\$993.94
BMO MASTERCARD		\$62.00
BRINK EJ	OFFICIAL/JUDGE	\$169.26
BROWN DAVID		\$50.00
BRUNSON MATT	OFFICIAL/JUDGE	\$62.00
BRYANT DEMETRUS	OFFICIAL/JUDGE	\$95.00
BUCHEIT, SEAN		\$1,045.00
BURESH RENTAL		\$1,045.00
	OFFICIAL/JUDGE	\$93.00 \$80.00
CAST OF THOUSANDS PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$476.00
CEDAR GRAPHICS INC		
CEDAR RAPIDS ATHLETIC OFFICIALS		\$500.00 \$150.00
CEDAR RAPIDS ATHLETIC OFFICIALS	STUDENT FEES	\$150.00
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$291.20
CLINTON COMM. SCHOOL DISTRICT	DUES AND FEES	\$110.00

IA Warrants Paid Listing

IA - Warrants Paid Listing		<u>Criteria</u> Range: 12/06/2019 - 01/09/2020
Fiscal Year: 2019-2020	Date	Range. 12/00/2018 - 01/08/2020
Vendor Name	Description	Check Total
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$181.00
COOLING KARI	INSTRUCTIONAL SUPPLIES	\$130.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$669.12
COUSINS UNIFORM & TUXEDO	INSTRUCTIONAL SUPPLIES	\$783.00
DANIEL GRAWE	OFFICIAL/JUDGE	\$50.00
DAVIS ETHAN	OFFICIAL/JUDGE	\$114.00
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES	\$625.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$200.00
DUMOLIEN JORDAN	OFFICIAL/JUDGE	\$62.00
DVORAK JOHN	OFFICIAL/JUDGE	\$57.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$115.54
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,696.90
FEDEX	INSTRUCTIONAL SUPPLIES	\$172.65
FLOOD KEVIN	OFFICIAL/JUDGE	\$57.00
FULLER, TRAVIS	OFFICIAL/JUDGE	\$62.00
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES	\$748.50
GARMENT DESIGN	OTHER ACT INCOME	\$408.75
GRIFFITHS FRED	OFFICIAL/JUDGE	\$66.20
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$231.00
GRINNELL HIGH SCHOOL	DUES AND FEES	\$90.00
GUY WILLIE LEE	OFFICIAL/JUDGE	\$62.00
HANSEN PEGGY	OFFICIAL/JUDGE	\$300.00
HARTWIG RON	OFFICIAL/JUDGE	\$62.00
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$119.00
HELTON SEAN	OFFICIAL/JUDGE	\$95.00
HERMAN JEREMIAH	OFFICIAL/JUDGE	\$62.00
HEYING KENNETH	OFFICIAL/JUDGE	\$62.00
HORST JEFF	OFFICIAL/JUDGE	\$190.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$552.97
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$47.82
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$204.46
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$47.82
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$204.46
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDI	ING \$121.28
IOWA CENTRAL CHEER	INSTRUCTIONAL SUPPLIES	\$535.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	INSTRUCTIONAL SUPPLIES	\$1,938.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	INSTRUCTIONAL SUPPLIES	\$8,928.00
IOWA HIGH SCHOOL SPEECH ASSOC	INSTRUCTIONAL SUPPLIES	\$225.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$178.90
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$268.49
IOWA SPORTS SUPPLY	INSTRUCTIONAL SUPPLIES	\$3,152.50
JAMES CAMERON NELSON	OFFICIAL/JUDGE	\$50.00
JOHNSON JOHNNIE	OFFICIAL/JUDGE	\$110.00
KEEL JOHN W	OFFICIAL/JUDGE	\$57.00
LAW DAVID	OFFICIAL/JUDGE	\$62.00

IA - Warrants Paid Listing

Fiscal Year: 2019-2020

Date Range: 12/06/20

<u>Criteria</u>

12/06/2019 - 01/09/2020

Vendor Name	Description	Check Total
LEHMAN JAY	OFFICIAL/JUDGE	\$75.00
LUENSE BRET	OFFICIAL/JUDGE	\$57.00
LYNOTT GABE	OFFICIAL/JUDGE	\$119.00
MACH BILL	OFFICIAL/JUDGE	\$95.00
MARION PARKS & RECREATION	INSTRUCTIONAL SUPPLIES	\$20.00
MATHIAS JOHN	OFFICIAL/JUDGE	\$208.40
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$236.97
MINN-TEX CITRUS	INSTRUCTIONAL SUPPLIES	\$2,998.78
MOE TONYA	TRAVEL	\$118.56
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$14,368.00
MORRISON DALE	OFFICIAL/JUDGE	\$62.00
MURPHY CHARLES	OFFICIAL/JUDGE	\$124.00
MURRAY CRAIG	OFFICIAL/JUDGE	\$190.00
MUSIC CENTER INC	INSTRUCTIONAL SUPPLIES	\$190.46
NBBA	INSTRUCTIONAL SUPPLIES	\$130.00
NEIBA	INSTRUCTIONAL SUPPLIES	\$200.00
NELSON JAREN	OFFICIAL/JUDGE	\$75.00
NOREDINK CORP.	INSTRUCTIONAL SUPPLIES	\$2,472.00
NORTH-LINN CSD	DUES AND FEES	\$70.00
OBERBROECKLING CHRIS	OFFICIAL/JUDGE	\$57.00
	OFFICIAL/JUDGE	\$181.00
PACKINGHAM JIM	OFFICIAL/JUDGE	\$225.00
PANTINI ANDY		\$66.20
		\$95.00
RABEY TODD	OFFICIAL/JUDGE	\$244.00
RECKER CHAD	OFFICIAL/JUDGE	\$244.00
RICHARDSON ABIGAIL	OFFICIAL/JUDGE	
RSCHOOL TODAY	INSTRUCTIONAL SUPPLIES	\$536.00
SERTTERH MARK	OFFICIAL/JUDGE	\$208.40
SHANLEY STEVE	INSTRUCTIONAL SUPPLIES	\$2,600.00
SHOOT-A-WAY	INSTRUCTIONAL SUPPLIES	\$6,370.00
SPLASH MULTISPORT	INSTRUCTIONAL SUPPLIES	\$1,723.00
SQUIERS BOB	OFFICIAL/JUDGE	\$208.40
STAHL RICK	OFFICIAL/JUDGE	\$110.00
STEKL ALLEN	OFFICIAL/JUDGE	\$75.00
STOLTZ ALAN	OFFICIAL/JUDGE	\$129.50
SUEPPEL TED	OFFICIAL/JUDGE	\$113.40
TERUKINA CHRISTOPHER	OFFICIAL/JUDGE	\$95.00
THUL DAVID	OFFICIAL/JUDGE	\$25.00
TOM McQUILLEN	OFFICIAL/JUDGE	\$95.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$73.26
TURNER TERRY	OFFICIAL/JUDGE	\$176.00
URBANDALE HIGH SCHOOL	DUES AND FEES	\$900.00
VALLEY HIGH SCHOOL	DUES AND FEES	\$100.00
WALMART	INSTRUCTIONAL SUPPLIES	\$239.27
WALTER JAMES A	OFFICIAL/JUDGE	\$75.00

Linn-Mar	Community	School	District
----------	-----------	--------	----------

IA - Warrants Paid Listing Criteria Date Range: 12/06/2019 - 01/09/2020 Fiscal Year: 2019-2020 Vendor Name Description Check Total WATERLOO COMMUNITY SCHOOL DIST DUES AND FEES \$225.00 WAVERLY-SHELLROCK HIGH SCHOOL DUES AND FEES \$20.00 OFFICIAL/JUDGE \$110.00 WEBER FRANCIS INSTRUCTIONAL SUPPLIES \$420.00 WENSEL, MAREK INSTRUCTIONAL SUPPLIES \$1,751.56 WEST MUSIC CO \$269.60 WILDEN RAY OFFICIAL/JUDGE OFFICIAL/JUDGE \$62.00 WOOD LOREN YANACEK DOUG OFFICIAL/JUDGE \$119.00 Fund Total: \$105,247.79 Fund: STUDENT STORE \$1,074.67 **GENERAL SUPPLIES BMO MASTERCARD** \$224.00 **GENERAL SUPPLIES BRANDED APPAREL** \$1,648.18 COTTON GALLERY LTD. **GENERAL SUPPLIES** \$10.50 MISC REVENUE FETZER JADEN GENERAL SUPPLIES \$1,376.00 LEVEL 10 GENERAL SUPPLIES \$2,725.58 THE GRAPHIC EDGE, INC Fund Total: \$7,058.93 Grand Total: \$9,943,074.38

End of Report

PiperJaffray.

 3900 Ingersoll Ave. Suite 110, Des Moines, IA 50312

 Tel:
 515-247-2353

 Tel:
 800-333-6008

 Fax:
 515-247-2352

 Piper Jaffray & Co. Since 1895. Member SIPC and FINRA

December 16, 2019

Linn-Mar Community School District Attn: Board of Director's & J.T. Anderson 2999 N Tenth Street Marion IA 52302

Re: Private Placement Engagement Letter (2020 Sales Tax Bonds)

Dear Board:

This letter confirms the agreement between Piper Jaffray & Co. ("Piper Jaffray" or "we" or "us") and the Linn-Mar Community School District, Iowa (the "Issuer" or "you") as follows:

1. **Engagement.** The Issuer engages Piper Jaffray to act as your exclusive representative for the proposed private placement (the "Transaction") by sale of securities, (the "Securities"), and we accept this engagement upon the terms and conditions set forth in this agreement.

During the term of our engagement, we will, as appropriate to the Transaction:

- consult with you in planning and implementing the Transaction;
- assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- assist you in preparing for due diligence conducted by potential investors;
- identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- consult with you in structuring the investment; and
- assist you in negotiating definitive documentation.

As currently contemplated, the Transaction will be a private placement of approximately \$15,000,000 School Infrastructure Sales, Services & Use Tax Revenue Bonds. You acknowledge and agree that our engagement pursuant to this letter is not an agreement by us or any of our affiliates to underwrite or purchase any Securities or otherwise provide any financing, nor an agreement by you to issue and sell any Securities. You may in your discretion postpone, modify, abandon or terminate the Transaction prior to closing. We may decline to participate in the Transaction if we reasonably determine that the Transaction has become impractical or undesirable.

2. *Fees.* For our services, you agree to pay us a selling commission equivalent to not exceeding 0.45% of the par amount of bonds sold, payable by check or wire transfer, in our sole discretion, in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non performance by You.

Linn-Mar Community School District Page Two December 16, 2019

- 3. *Expenses* We do not expect to incur expenses in the transaction other than legal expenses. However, in the event that we incur other expenses in pursuit of the Transaction, upon receipt of an invoice, you agree to reimburse us for our reasonable expenses incurred, all of which are to be pre-approved by You prior to expenditure by Us.
- 4. Termination. The term of this engagement shall begin on the date of execution set forth above. Neither You nor We may terminate this engagement at any time prior to completion of the sale of Securities other than (a) You may terminate Us for non performance, in which case no fees are due and payable unless agreed to previously in writing; or (b) We may terminate You for non performance, in which case, upon such termination, all fees due to Us, shall be due and payable immediately by You.
- 5. Non performance by Us. Attached to this engagement is a form of term sheet in support of the Transaction, and a timeline for the Transaction. Said term sheet is hereby approved by You in form substantially as attached. Minor deviations that would be usual and customary in a private placement transaction shall be allowed between the initial term sheet and any final proposals received. However, any material deviations that could be reasonably treated as less favorable to You shall be presented to You for consideration and approval. Receipt of proposals with market interest rates from one or more lenders consistent with the term sheet, or with minor deviations as noted herein, shall constitute performance by Us.
- 6. **Non performance by You**. Any action or failure to take action to approve the Transaction after We have performed pursuant to this engagement shall be considered non performance by You.
- 7. *Representations, Warranties and Agreements of the Issuer.* You represent and warrant to, and agree with us, that:

a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;

b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;

c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and

d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

Linn-Mar Community School District Page Three December 16, 2019

- 8. Other Matters Relating to Our Engagement You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Jaffray, as a placement agent, is in an arms-length commercial transaction between you and Piper Jaffray and Piper Jaffray has financial and other interests that differ from your interests (ii) Piper Jaffray is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Jaffray has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Jaffray has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.
- 9. Miscellaneous. This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of lowa. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement. This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement. This agreement may be executed in any number of counterparts. The invalidity or unenforceability of any provision of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions. This agreement is solely for the benefit of you and us, and no other person will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,

Piper Jaffray & Co. Matthew R. Gillaspie Managing Director

Agreed and accepted as of the date first above written. Acknowledgement of Approval of Engagement, including acknowledgement of Appendixes A and B disclosures attached to this document.

Linn-Mar Community School District, Iowa Name: Title: Board President

Date on which this letter was signed by the Issuer:

We are providing you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters and placement agents are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter or placement agent and other matters relating to an underwriting or placing of the Bonds.

Piper Jaffray intends to serve as an underwriter or placement agent respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as an underwriter or placement agent, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing.

If Piper Jaffray is engaged to act as your underwriter in a negotiated underwriting, and by engaging Piper Jaffray as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Jaffray did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

Our Role as Underwriter:

In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm'slength commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
- *(iv)* The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The underwriter will review the official statement for the Issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.¹

Our Role as Placement Agent:

In serving as placement agent for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
- (ii) Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation;
- (iii) Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
- (iv) We have a duty to arrange the purchase securities from you at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

(v) In the event an official statement is prepared, we will review the official statement for your securities in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Our Compensation:

As underwriter, compensation will be by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. As placement agent, compensation will be by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee, discount or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest for Underwritings Only:

We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

You may elect to retain us to serve as a bidding agent with respect to the investment of the proceeds of the Bonds. We will be separately compensated for serving in that capacity.

Risk Disclosures:

In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

<u>Maturity and Interest</u>. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity), one or more term maturities (specified principal amounts are payable on each term maturity date), a combination of serial and term maturities, or bullet maturities, in which all the Bonds mature on a single maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

<u>Redemption</u>. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption amount of the bonds to be redeemed.

Other Financial Characteristics Specific to Direct Purchases of Bonds. Purchasers of bonds in a direct purchase, private placement context sometimes ask for certain financial terms not typically included in publically offered bonds. These could include provisions that raise your interest rate during the term of the bonds. For example, a margin rate clause (also known as "gross up" or "increased cost") triggers an automatic interest rate increase should federal corporate tax rates be reduced, allowing the purchaser to offset the decreased value of the bonds. Other potential interest rate increases could include a higher rate triggered by an event of default (a "default rate"), an increase in the interest rate if there is a determination that interest on the bonds is includable in gross income for federal income tax purposes or a higher interest rate if the instrument fails to be bank-qualified. For any of these scenarios, the resulting interest rate may or not be capped by a maximum interest rate. If a rate cap applies, purchasers may ask that any interest that would have accrued but for a rate cap be deferred and paid out in later years. Another example of terms that may apply in a private placement include acceleration clauses, which may permit the bank purchaser to request immediate payment of outstanding principal in an event of default or otherwise force a restructuring of the bonds to a more accelerated amortization schedule. Lenders may also seek provisions requiring that any interest that would have accrued but for legal maximum rate restrictions to be deferred and paid if and when the applicable rate goes below such maximum rate (commonly known as a "clawback" or "recapture provision").

These features could impact your liquidity, debt service coverage ratios or force you to divert funds to pay debt service on the Bonds that were intended for other purposes. Unexpected increases in interest rates could also impact your outstanding credit rating.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay

principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

General Fund Obligations

"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Risk of Default and Fiscal Stress

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If the financing plan contemplates refinancing some or all of the bonds at maturity (for example, if there are term maturities, bullet maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent the refinancing of those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict the ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.



Ahlers & Cooney, P.C. Attorneys at Law

100 Court Avenue, Suite 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611 Fax: 515-243-2149 www.ahlerslaw.com

Elizabeth A. Grob 515.246.0305 bgrob@ahlerslaw.com

January 8, 2020

VIA E-MAIL

J.T. Anderson Linn-Mar Community School District 2999 North 10th Street Marion, IA 51250

> Re: Linn-Mar Community School District Approximately \$15,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020 (the "Bonds")

Dear J.T.:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the Linn-Mar Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues and are being issued to complete construction of the Intermediate buildings, acquire land, and complete renovations and improvements to the Elementary buildings. We understand you have hired Piper Sandler Companies as Placement Agent to assist the District with this transaction and have <u>not</u> hired a financial adviser. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (5) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The duties covered by a fee for Bonds issued under this engagement are limited to those expressly set forth above. Our fee for a Bond issue *does not* include the following services, or any other matter not required to render our Bond Opinion:

- (a) Assist in the preparation or review of the Offering Documents with respect to the Bonds, or perform an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) We have not been engaged as, and should not be viewed as, disclosure counsel.
- (c) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation, such as contested validation proceedings.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.
- (i) Acting in a financial advisory role.

- (i) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for the Bonds for which we give a Bond Opinion is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will not exceed \$25,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or

responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$325. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$125. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

ML

Elizabeth A. Grob

EAG:nj Enclosures

Accepted and Approved this ______, 2020:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By _____ President of the Board of Directors

01671982-1\18139-054