

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Interior Storm Damage Assessments
CLIENT: Linn-Mar Community School District
ATTN: Mr. JT Anderson
2999 10th Street
Marion, Iowa 52302
DATE: August 27, 2020

PROJECT DESCRIPTION

Linn-Mar's schools and maintenance buildings sustained significant damage as a result of the August 10, 2020 derecho storm. This proposal covers assessment services related to damage to interior components.

It should be noted the assessment services associated with the exterior building components is being covered under Shive-Hattery's existing 2020 Roof Improvements contract.

SCOPE OF SERVICES

We will provide architectural consulting services, and also structural, mechanical and electrical engineering services, if necessary. Shive-Hattery will provide on-call services as requested by Linn-Mar Community School District. The scope of our services and deliverables will consist of, but is not limited to, the following:

1. Visit each affected building to confirm the extent of damage sustained, including additional visits accompanied by an insurance adjuster as requested.
2. Provide a letter report itemizing the damaged components, our assessment of associated repairs or replacement, and estimated cost of the recommended repair/replacement work.
3. Meet with Linn-Mar administrative and building and grounds staff to review and discuss the assessments and recommendation.
4. Coordinate repair work with contractors when requested.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Building access as required for Shive-Hattery Personnel.



SCHEDULE

We will begin our services upon receiving the executed agreement. We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

We will provide the Scope of Services on an hourly rate basis plus reimbursable expenses (gas mileage) at our Standard Hourly Fee Schedule in effect at the time the services are performed, with an estimated amount of **\$10,000**.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services not included in this proposal. We can provide these services for additional fee if needed:

1. The formulation of design documents for repair/replacement work for the purpose of obtaining contractor bids.
2. Hazardous Material Testing and Inspections.
 - a. Design for abatement of hazardous materials in areas affected by construction activity.
3. Construction Observation-Administration.

STANDARD TERMS AND CONDITIONS

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PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment Act (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

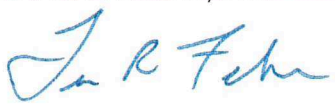
AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Tim Fehr, Project Manager
tfehr@shive-hattery.com

TRF/atf

Enc.

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Linn-Mar Community School District

BY: _____
(signature)

TITLE: _____

PRINTED NAME: _____

DATE ACCEPTED: _____

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2020 to December 31, 2020

PROFESSIONAL STAFF:

Grade 1	\$ 90.00
Grade 2	\$109.00
Grade 3	\$122.00
Grade 4	\$136.00
Grade 5	\$150.00
Grade 6	\$163.00
Grade 7	\$177.00
Grade 8	\$195.00
Grade 9	\$210.00

TECHNICAL STAFF:

Grade 1	\$ 63.00
Grade 2	\$ 78.00
Grade 3	\$ 88.00
Grade 4	\$ 95.00
Grade 5	\$108.00
Grade 6	\$122.00
Grade 7	\$137.00

ADMIN STAFF: \$ 62.00

SURVEY STAFF:

One Person	\$135.00
Two Person	\$208.00
One Person with ATV	\$161.00
Two Person with ATV	\$234.00
Drone Surveyor (Video or Photogrammetry)	\$160.00
Drone Surveyor (Thermography)	\$320.00
Hydrographic Survey Crew (Two Person)	\$254.00
Scanning Surveyor	\$175.00
Surveyor with Two Scanners	\$250.00

REIMBURSABLE EXPENSES:**TRAVEL**

Mileage- Car/Truck	\$0.58/ Mile
Mileage- Survey Trucks	\$0.68/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

Outside Services:

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES**Prints/Plots:**

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photo-gloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, entered into this 1st day of September, 2020, by and between **Culver's Corridor Storage, LLC** ("Landlord", LL) whose address for the purpose of this lease is 2310 Timber Creek Dr, Marion, IA 52302 and **Linn-Mar Community School District** ("Tenant") whose address for the purpose of this lease is 326 44th St. Suite 200/300/400 Marion, IA 52302.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlords, in consideration of rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlords, according to the terms of this lease, the following described "premises", situated in Linn County, Iowa:

4,500 Sq. Ft. of a 12,000 Sq. Ft. Building

Term: One (1) year, commencing the first day of the lease term, which shall be on **September 1st, 2020** and ending at midnight on the last day of the lease term, which shall be on **July 31st, 2021** upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

Renewal Option: One (1) Year Renewal Option at \$3,000.00 Per Month.

2. **RENTAL.** Tenant agrees to pay to Landlords as rental as follows:

Years 1 Monthly Break Down

- a. \$8.00 Per Sq. Ft. X 4,500 Sq. Ft. GROSS: The stated lease rate is a GROSS lease rate; however, the breakdown is as follows; Base Rent: \$5.20 Per Sq. Ft.; CAM (\$1.00 Per Sq. Ft.) & Property Tax (\$1.80 Per Sq. Ft.)
- b. Monthly payments of **\$3,000.00** (\$8.00 X 4,500 Sq. Ft. / 12 Months) will be owed by Tenant until completion of this Lease. All checks shall be made payable to **Culver's Corridor Storage, LLC** and mailed to **2310 Timber Creek Dr. Marion, IA 52302.**
- c. All utilities are to be placed in the Tenant's name and paid by the Tenant.

Any and all rent payments received by Landlords after the 5th day of each month shall be deemed delinquent and Tenant agrees to pay a delinquent charge for each rental payment delinquent as stated below.

All sums shall be paid at the address of Landlord, as above designated, or at such

other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing.

Delinquent rental payments shall draw interest at 10% per annum from the 6th day of the month of delinquency until date paid.

3. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Landlords at the end of the lease term, except as herein otherwise expressly provided. Should the Landlords be unable to give possession on said date, Tenant's only damages shall be a new Lease Commencement Date upon possession and a new Termination Date that reflects a 12 month Lease.

a. **Early Access** - immediate possession on commencement of Lease.

4. **USE OF PREMISES:** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises as storage.

5. **QUIET ENJOYMENT.** Landlords covenant that their estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlords shall have the right to mortgage all of their right, title, interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE:**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition.

REPAIRS AND MAINTENANCE

- A. Landlords shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- B. Repair and maintenance of the Tenant's interior space shall be maintained by Tenant.
- C. Maintenance of Common Areas and Grounds:

Tenant agrees that Landlord will perform, during the term of this Lease, maintenance of the common areas including, but not limited to, snow removal, lawn care, landscaping maintenance, property care and management etc. This work shall be performed as necessary during the term of this lease agreement.
- D. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.
- E. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and a serviceable condition.

Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

- F. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u>	<u>REPLACED</u>
1. Heating equipment	Landlord	Landlord
2. Lighting fixtures	Landlord	Tenant

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlords' prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and

fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items. Tenant to maintain equipment installed by Tenant.

- G. Landlords shall provide and pay for the following items of interior decorating:

N/A

Thereafter, Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlords.

AMERICANS WITH DISABILITIES ACT

- H. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality rules/ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

Common areas	Landlords – 100%
Tenants area:	Tenant – 100%
Initial compliance	Landlord – 100%

7. **UTILITIES AND SERVICES:** Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>
A. Electricity	Tenant	Tenant– 100%
B. Gas	Tenant	Tenant – 100%
C. Water & Sewer	Tenant	Tenant – 100%
D. Garbage/Trash	Tenant	Tenant – 100%

E.	Janitor/Cleaning	Tenant	Tenant – 100%
F.	Common areas	Landlord	Landlord-100%
G.	Other	Tenant	Tenant – 100%

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM --
REMOVAL OF FIXTURES.**

- (a) **TERMINATION:** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
- (b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.
- (c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlords (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease. The month to month rental shall be 150% of the rent at the time of the Lease expiration.
- (d) **REMOVAL OF FURNITURE AND EQUIPMENT.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any furniture and equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease or subletting of the premises or any part thereof, without the Landlords' written permission shall, at the option of the Landlords, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. **REAL ESTATE TAXES:**

- A. All installments of real estate taxes that would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord	100 %	Tenant	0%
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- B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by the tax due date shall be paid as follows:

Landlord	100%	Tenant	0%
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- C. PERSONAL PROPERTY TAXES: Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by the lawful authority against its personal property on the premises during the term of this lease.

- D. SPECIAL ASSESSMENTS: Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord – 100%	Tenant – 0%
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- E. Each party reserves its right of protest of any assessment of taxes.

11. **INSURANCE.**

- A. PROPERTY INSURANCE: Landlords shall secure insurance for the “structural parts of the building”. Tenant agrees to insure its respective business inventory, contents and personal property etc. The insurance acquired by the parties shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage).

- B. LIABILITY INSURANCE: Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlords as

additional insureds and Tenant agrees to provide the appropriate written documentation, e.g. certificate of insurance, to verify that Landlords are additional insureds of the policy prior to the first day of possession of the premises by Tenant.

- C. CERTIFICATES OF INSURANCE: Prior to the time the lease takes effect the Tenant shall provide the Landlords with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlords. A renewal certificate shall be provided prior to expiration of the current policies.
- D. ACTS BY TENANT: Tenant will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the premises.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by the party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY:** Except as provided in paragraph 20(A)(5) and except as provided below, Tenant will protect, defend and indemnify Landlords from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, including, but not limited to the negligent acts or omissions by Tenant, Tenant's agents, representatives or employees or any person claiming through or under Tenant.

Landlords will protect, defend and indemnify Tenant from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property that is due to Landlords' negligence, Landlords' failure to replace and repair the structural parts of the building or Landlords' failure to otherwise perform their obligations required under this lease or under any applicable laws, ordinances or regulations.

14. **FIRE AND CASUALTY:**

- (a) PARTIAL DESTRUCTION OF PREMISES: In the event of partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is

repairable within 90 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlords shall repair such damages within 90 days of its occurrences unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlords reasonable control.

(b) ZONING: Should the zoning ordinance of the municipality in which this located make it impossible for the Landlords to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) TOTAL DESTRUCTION OF BUSINESS USE: In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 90 days this lease may be terminated at the option of either the Landlords or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from further obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlords at their option, may rebuild or not, at their discretion.

15. CONDEMNATION:

(a) DISPOSITION OF AWARDS: Should the whole or any part of the premises be condemned or taken for a public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION: If the whole of the demised premises shall be condemned or taken, the Landlords shall not be liable to the Tenant except and as its rights are preserved in paragraph 14(a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

- 1) Failure to pay rent when due.
- 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
- 3) Abandonment of the premises.

“Abandonment” means the Tenant has failed to engage in its usual and customary business activities on the premises for more than thirty (30) consecutive business days. In no event will it be abandonment if the Tenant is current in rent due.

- 4) Institution of voluntary bankruptcy proceedings in which the Court Orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlords shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlords. Landlords shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlords may proceed with all available remedies at law or in equity, including but not limited to the following:

1. **Termination.** Landlords may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlords shall be entitled to prove claim for and obtain judgment against Tenant for the balances of the rent agreed to be paid for the term herein provided, plus all expenses of Landlords in regaining possession of the premises and the reletting thereof,

including attorney's fees and court costs, crediting against such claim, however, less any amount obtained by reason of such reletting.

2. **Forfeiture.** If a default is not remedied in a timely manner, Landlords may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.**

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from date of advance.

18. **SIGNS.**

(a) At Tenant's cost, Tenant shall have the right and privilege of attaching, or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and, (4) such sign shall be subject to the written approval of the Landlords, which approval shall not be unreasonably withheld.

(b) Landlords during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlords,

the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **ENVIRONMENTAL.**

A. Landlords: To the best of Landlords' knowledge to date:

- 1) Neither Landlords or Landlords' former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
- 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
- 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
- 5) Landlords shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of the actions of the Tenant.

B. Tenant: Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlords. Tenant understands and agrees that Landlords' consent is at Landlords' sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlords deem necessary and appropriate under the circumstances.
- 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate

notice to Landlords of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

- 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlords, who is or may be liable for any such cost and expense.
- 4) Tenant agrees to indemnify and hold Landlords harmless from and against all claims, causes of action, damages, loss, costs, expenses, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this Lease and during any term of this Lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution in value of any leased Premises which may result from the foregoing.

21. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

23. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or Conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

26. **ADDITIONAL TERMS.**

A. Tenant Improvements: to be paid by Tenant

27. **SECURITY DEPOSIT. \$3,000.00**

28. **PARKING.** Shared Parking

LANDLORD:
CULVER'S CORRIDOR STORAGE, LLC

By: Todd Culver

Title: Mgr.

TENANT:
Linn-Mar Community School District

By:

Title:

School Finance Report

July 31, 2019

8% of the School Year Complete- Fiscal Year End Processing in Progress

	Current Budget (amended)	Beginning Fund Balance- Not Final	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)	\$63,475,000			\$718,197	\$0	\$718,197	1.1%		\$62,756,803		
2) Support Services(2000-2999)	\$29,412,000			\$1,398,812	\$0	\$1,398,812	4.8%		\$28,013,188		
3) Non-Instructional(3000-3999)	\$4,305,000			\$22,335	\$0	\$22,335	0.5%		\$4,282,665		
4) Other Expenditures((4000-5299)	\$80,672,241			\$15,059,938	\$0	\$15,059,938	18.7%		\$65,612,303		
5) Interfund Transfers	\$6,286,957			\$420,183	\$0	\$420,183	6.7%		\$5,866,774		
Total	\$184,151,198			\$17,619,465	\$0	\$17,619,465	9.6%		\$166,531,733		
Operating Fund-10	\$91,072,241		\$327,296	\$1,041,868	\$0	\$1,041,868	1.1%		90,030,373	(714,572)	(714,572)
Activity-21	\$1,625,000		\$32,487	\$17,577	\$0	\$17,577	1.1%		1,607,423	14,910	14,910
Management-22	\$1,212,000		\$2,202	\$990,071	\$0	\$990,071	81.7%		221,929	(987,869)	(987,869)
PERL-24	\$475,000		\$1,768	\$1,125	\$0	\$1,125	0.2%		473,875	643	643
SAVE-33	\$9,447,199		\$68,593	\$420,183	\$0	\$420,183	4.4%		9,027,016	(351,590)	(351,590)
Other Capital Projects-31, 32	\$50,250,000		\$47,482,200	\$313,313	\$0	\$313,313	0.6%		49,936,687	47,168,886	47,168,886
PPEL-36	\$4,369,758		\$1,637	\$362,220	\$0	\$362,220	8.3%		4,007,538	(360,583)	(360,583)
Debt Service-40	\$21,500,000		\$10,563,967	\$14,450,774	\$0	\$14,450,774	67.2%		7,049,226	(3,886,807)	(3,886,807)
Nutrition-61	\$3,800,000		\$1,750	\$10,494	\$0	\$10,494	0.3%		3,789,506	(8,744)	(8,744)
Aquatic Center-65	\$350,000		\$13,346	\$10,840	\$0	\$10,840	3.1%		339,160	2,506	2,506
Student Store-68	\$50,000		\$0	\$1,001	\$0	\$1,001	2.0%		48,999	(1,001)	(1,001)
Total	\$184,151,198	\$0	\$58,495,246	\$17,619,465	\$0	\$17,619,465	9.6%		166,531,733	40,875,780	40,875,780

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2019-2020

Date Range: 07/01/2019 - 07/31/2019

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	15,138,615.89	2,066,253.04	6,013,991.55	11,190,877.38
10.0002.0000.000.0000.101000	CASH IN BANK	5,067.41	1.54	0.00	5,068.95
10.0008.0000.000.0000.101000	CASH IN BANK	1,026,051.75	1,428.04	0.00	1,027,479.79
21.0001.0000.000.0000.101000	CASH IN BANK	1,152.93	20,218.15	20,218.15	1,152.93
21.0002.0000.000.0000.101000	CASH IN BANK	897,240.50	48,569.29	62,956.79	882,853.00
22.0006.0000.000.0000.101000	CASH IN BANK	2,294,555.33	5,886.61	991,494.46	1,308,947.48
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,136.38	3,136.38	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	694,551.08	2,754.40	4,261.58	693,043.90
31.0003.0000.000.0000.101000	CASH IN BANK	0.00	679,583.79	679,583.79	0.00
31.0008.0000.000.0000.101000	ISJIT \$10 Million GO Bond	7,853,791.38	15,977.19	679,583.79	7,190,184.78
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	46,689,219.25	46,689,219.25	0.00
32.0008.0000.000.0000.101000	CASH IN BANK	444,859.10	46,708,509.22	0.00	47,153,368.32
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	1,500,396.68	673,842.83	886,894.55	1,287,344.96
36.0003.0000.000.0000.101000	CASH IN BANK	1,432,572.67	320,458.13	1,108,395.56	644,635.24
40.0003.0000.000.0000.101000	CASH IN BANK	4,295,260.15	20,399,979.16	24,374,263.66	320,975.65
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	35,927.47	35,927.47	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,551,057.96	13,466.92	37,831.62	1,526,693.26
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	44,852.76	44,852.76	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	242,983.51	18,904.98	57,797.07	204,091.42
68.0002.0000.000.0000.101000	CASH IN BANK	15,446.44	390.00	1,390.92	14,445.52
		<u>41,189,686.70</u>	<u>117,749,359.15</u>	<u>81,691,799.35</u>	<u>77,247,246.50</u>

End of Report

School Finance Report

July 31, 2020

8% 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)	\$67,375,000			\$673,642	\$0	\$673,642	1.0%		\$66,701,358		
2) Support Services(2000-2999)	\$31,062,500			\$1,359,928	\$0	\$1,359,928	4.4%		\$29,702,572		
3) Non-Instructional(3000-3999)	\$4,657,000			\$11,167	\$0	\$11,167	0.2%		\$4,645,833		
4) Other Expenditures((4000-6100)	\$44,484,045			\$982,514	\$0	\$982,514	2.2%		\$43,501,531		
5) Interfund Transfers	\$7,295,000			\$503,960	\$0	\$503,960	6.9%		\$6,791,040		
Total	\$154,873,545			\$3,531,211	\$0	\$3,531,211	2.3%		\$151,342,334		
Operating Fund-10	\$96,404,045	\$11,059,393	\$320,938	\$1,084,362	\$0	\$1,084,362	1.1%		95,319,683	(763,424)	10,295,969
Activity-21	\$1,675,000	\$739,773	\$36,999	\$4,307	\$0	\$4,307	0.3%		1,670,693	32,692	772,465
Management-22	\$1,247,000	\$1,997,348	\$344	\$1,098,672	\$0	\$1,098,672	88.1%		148,328	(1,098,328)	899,020
PERL-24	\$817,000	\$649,904	\$0	\$0	\$0	\$0	0.0%		817,000	0	649,904
SAVE-33	\$9,255,500	\$6,732,383	\$2,095	\$631,342	\$0	\$631,342	6.8%		8,624,158	(629,247)	6,103,135
Other Capital Projects-31, 32, 35	\$24,000,000	\$13,262,296	\$603	\$5,328	\$0	\$5,328	0.0%		23,994,672	(4,725)	13,257,571
PPEL-36	\$4,425,000	\$2,193,252	\$1,331	\$28,172	\$0	\$28,172	0.6%		4,396,828	(26,841)	2,166,411
Debt Service-40	\$12,500,000	\$712,711	\$504,500	\$667,851	\$0	\$667,851	5.3%		11,832,149	(163,350)	549,361
Nutrition-61	\$4,100,000	\$951,444	\$423	\$11,108	\$0	\$11,108	0.3%		4,088,892	(10,686)	940,758
Aquatic Center-65	\$375,000	\$55,071	-\$45	\$11	\$0	\$11	0.0%		374,989	(56)	55,015
Student Store-68	\$75,000	\$13,164	\$4,382	\$59	\$0	\$59	0.1%		74,941	4,323	17,488
Total	\$154,873,545	\$38,366,738	\$871,571	\$3,531,211	\$0	\$3,531,211	2.3%		151,342,334	(2,659,640)	35,707,098

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2020-2021

Date Range: 07/01/2020 - 07/31/2020

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	16,940,234.07	3,125,272.56	7,617,201.89	12,448,304.74
10.0002.0000.000.0000.101000	CASH IN BANK	5,098.77	1.14	0.30	5,099.61
10.0008.0000.000.0000.101000	CASH IN BANK	1,038,252.56	703.52	0.00	1,038,956.08
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	1,698.20	5,111.65	(1,091.52)
21.0002.0000.000.0000.101000	CASH IN BANK	754,566.15	61,928.62	44,267.20	772,227.57
22.0006.0000.000.0000.101000	CASH IN BANK	1,992,115.49	6,837.61	1,101,918.75	897,034.35
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,202.09	3,116.33	85.76
24.0003.0000.000.0000.101000	CASH IN BANK	785,451.30	2,408.06	128,867.40	658,991.96
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	5,883,005.59	5,883,005.59	0.00
32.0008.0000.000.0000.101000	CASH IN BANK	12,203,220.02	1,106.00	5,883,558.59	6,320,767.43
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	2,249,248.60	661,693.58	709,415.97	2,201,526.21
35.0003.0000.000.0000.101000	CASH IN BANK	0.00	853,355.06	853,355.06	0.00
35.0008.0000.000.0000.101000	CASH IN BANK	11,950,488.36	100.56	853,405.34	11,097,183.58
36.0003.0000.000.0000.101000	CASH IN BANK	1,359,405.34	31,840.93	72,195.59	1,319,050.68
40.0003.0000.000.0000.101000	CASH IN BANK	677,469.13	9,277,373.16	9,419,386.65	535,455.64
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	44,357.10	44,130.55	226.55
61.0004.0000.000.0000.101000	CASH IN BANK	1,663,083.19	2,038.84	46,870.78	1,618,251.25
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	4,904.55	1,478.13	3,426.42
65.0002.0000.000.0000.101000	CASH IN BANK	81,255.96	291.51	5,005.37	76,542.10
68.0002.0000.000.0000.101000	CASH IN BANK	13,164.23	4,382.00	58.61	17,487.62
		<u>55,511,459.02</u>	<u>19,966,500.68</u>	<u>32,672,349.75</u>	<u>42,805,609.95</u>

End of Report