



## 2021 Community Promise Dashboard

Community Promise supports career pathway development and career pursuit for students here at home. Throughout each year, Community Promise strives to create the most user-friendly experience required to engage and connect all audiences: students, parents, teachers, and businesses.

Percent of graduating seniors on a pathway to pursuing education or training beyond high school (2 & 4 year training)

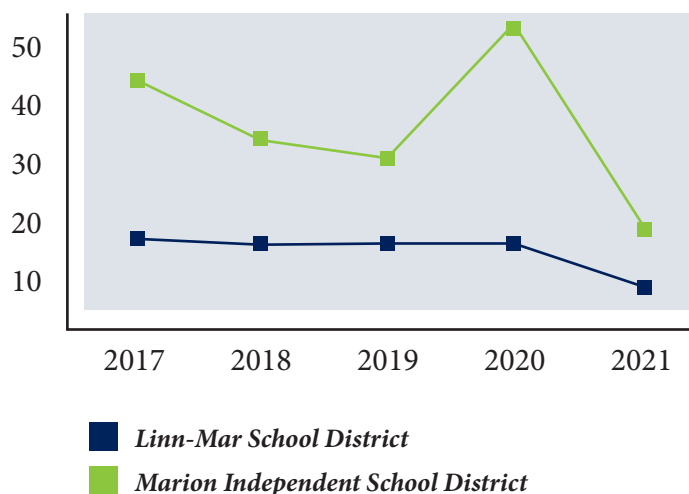


State of Iowa goal is 70%

*Student Reported Data\**

■ Linn-Mar School District  
■ Marion Independent School District

Job Shadow Student Participation  
(Shown in percentages)



2021 marked the completion of the first Marion Community Build home in partnership with Marion Independent, Linn-Mar, and the City of Marion. Students worked daily on the property as they learned about carpentry, siding, plumbing, and much more. The property was sold in August to a first time homebuyer who is employed as a teacher in the Marion community.





*“The Community Promise website was introduced to my 8th graders in my High School Prep course. Students can see which high school courses to take to start on a journey towards a particular career, and also whether or not those certain careers are available in our community! The program is very user friendly and I plan to continue using it with my students to help them create resumes to showcase their skills and take a concrete step towards achieving their career goals.”*

- Molly Burgeson, 8th Grade High School Prep Teacher at Oakridge Middle School.

## Community Promise Pursuit Grants



A 2021 strategic goal was to increase awareness of Pursuit Grants available to students. A short video was published to better explain eligibility requirements and process in applying for a Pursuit Grant. In response to alarming workforce challenges, the MEDCO team is now developing a unique partnership with Mercy Hospital that will connect classroom learning to immediate job opportunities while still in high school.

**Watch the video: [medcoiowa.org/pursuitgrant](https://medcoiowa.org/pursuitgrant)**

## Venture Academics Investment

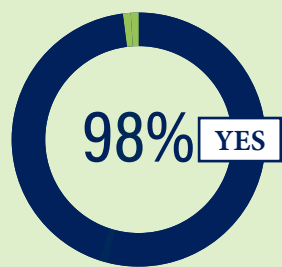


Venture Academics, an innovative project-based learning model launched this fall at Linn-Mar Community School District, in partnership with Marion Economic Development and Community Promise. Venture Academics allows students to earn high school credit by meeting Iowa Core standards and applying knowledge to real-world projects. Community Promise has allowed Venture Academics to connect with a number of local businesses.

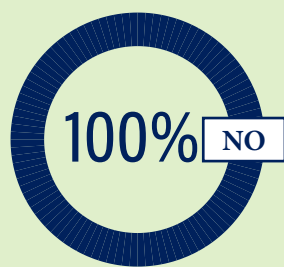


The Business Retention and Expansion program included 70 visits both virtual or in person from January 2021 to October 2021. Interviews were completed with over 100 individuals representing local employers with an average employment of 100, a median employment of 30, and a total full time employment base of almost 6,000 local employees.

### Community Business Climate

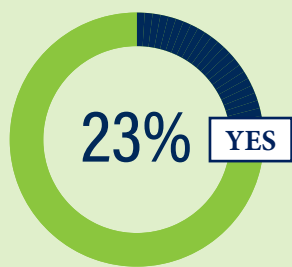


Has the community's technology infrastructure been adequate for your company's needs during the COVID-19 crisis?

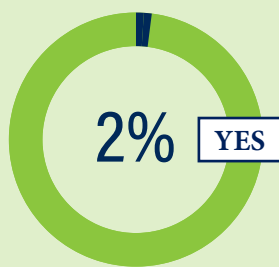


Are there any reasons the community may not be considered for future expansion?

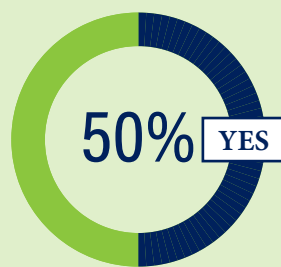
### Products



Has the company introduced new capabilities, products, or services in the last three years?

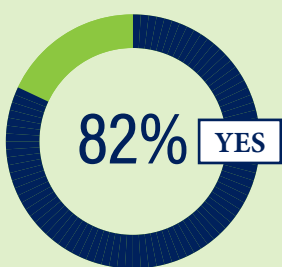


Are new products or services anticipated in the next two years?



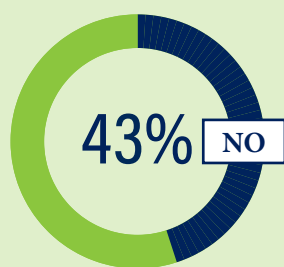
Do you anticipate technology changes to your company's product, production, or operations?

### Supply Chain



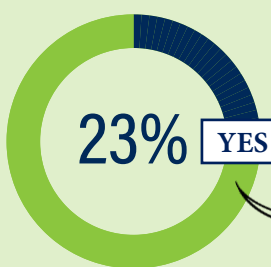
Have you experienced or anticipate, in the next year, supplier/service provider disruptions of delivery of product to your customers?

### Management

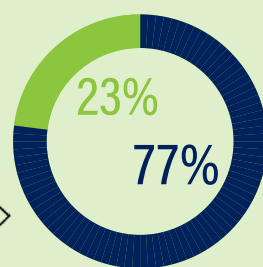


If private sector ownership, is there a succession plan in place for the business?

### Market/Facility

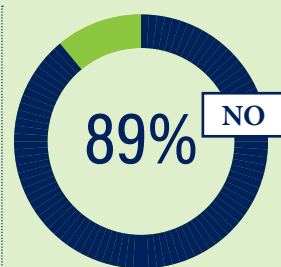


Before COVID, did your company have plans to expand in the next three years?



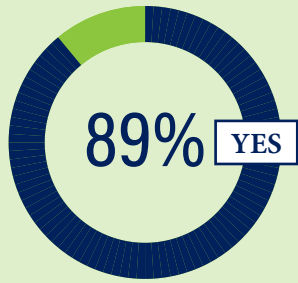
If yes, what is the status of the plans to expand?

77% moving-forward  
23% uncertain



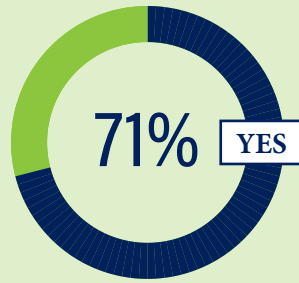
Do you anticipate your real-estate requirements changing as a result of COVID?

## Workforce



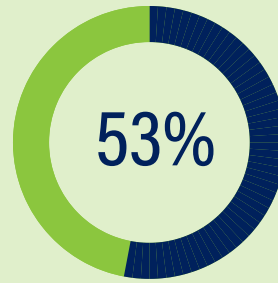
Is your current staffing level the same as pre-COVID?

*(Response percentage represents the employee count is either the same or greater than pre-COVID count.)*



Is the company experiencing recruitment problems with any employee positions or skills?

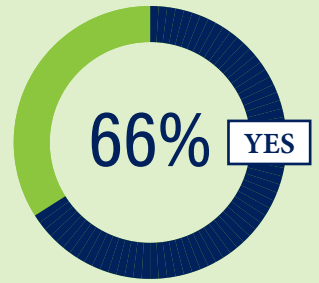
*(Common responses: IT, HR, Land Surveyors, Drivers, Entry level labor, Tellers, Civil Engineers, CPAs, Project Managers, Project Superintendents)*



What strategies are you using to recruit workers?

*53% responded with their main strategy working with third party search/temp firms.*

## Mental Health



Does your company offer any type of mental health advisory service to help workers with the strain of COVID-19?

*Overwhelming majority of those responses mentioned their long standing Employee Assistance Programs.*

### The top three business impacts coming out of COVID for local companies include the following:

1. Supply chain issues, lead times affect project completion and delivery to customer
2. Workforce shortage, hard to find good people, but even harder to keep them
3. Wage pressure, price pressure, inflation impact is permanent

Some positive impacts included advanced technology adoption and acceptance for client and employees, opportunity for business acquisitions, low interest rates for capital spending, and advancement of automation technology to work with less people.

### Additional insights from industry respondents:

- Our local economy and the people who live here are resilient
- Take care of your own, local matters
- Patience and relationships matter
- Labor skills are valued, the more specialty the skill the more your value
- It's ok to work across industry and share with each other for the better
- Do not overextend, take care of the customers and employees you have





# ***Updates from the Cabinet***

## ***February 21, 2022***

*Cabinet Members: Superintendent Bisgard, Assoc. Superintendents Wear and Read, Mrs. Karla Christian (HR), Mr. JT Anderson (CFO), Mrs. Leisa Breifelder (Student Services), and Mrs. Jeri Ramos (Tech)*

## **Highlights & Honors**

**Contest Speech Honors:** Congratulations to Contest Speech for competing in the Iowa High School Speech Association's state contest. The LMTV News Team took top honors in the Large Group Performers category. They were given the highest rating by all nine judges for their entries in TV New Broadcasting, Radio News Announcing, and Short Film Productions.

**LMTV Honors:** LMTV News was also invited, and recently performed at, the Iowa High School Speech Association's All-State Festival in the category of Television News Broadcasting. Way to go LMTV!

**POMs Honors:** Congratulations to LM POMs for placing third in their pom routine and eighth in their jazz routine during Nationals in Orlando, Florida!

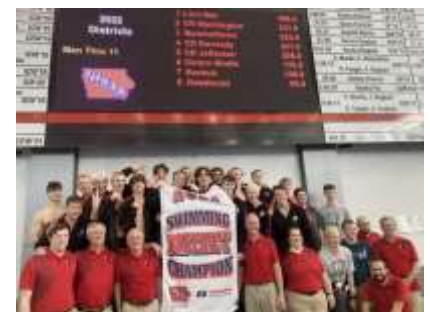


**Robotics Honors:** Congratulations to LM Robotics for advancing to State! During the East Iowa Super Qualifier, Dark Matter won the Connect Award recognizing their efforts to promote STEM in their local community. A League of Their Own also advanced on the strength of their on-field performance and scoring.



**Esports Honors:** The LM Varsity Esports Rocket League recently defeated New London in the final game of the regular season. With this well-played season, the team advances to the state playoffs at Grandview College on March 4th. Good luck, Esports!

**Boys Swimming Honors:** Congratulations to the boys swim team for dominating the recent district competition. They won 8 of their 11 events, winning the team championship by more than 100 points over their closest competitor! Congrats also go out to the team for placing fourth at State!



**Science Olympiad Honors:** Congratulations to the Varsity Science Olympiad Team, Kinetic Klawns, for placing first at the regional competition and to the JV Team, Potential Paws, for placing fifth. Both teams now advance on to the state competition! Good luck to our Science Olympiad teams!

**Wrestling Honors:** Congratulations to LM Wrestling for being named District Champions! The following 10 wrestlers now move onto the state competition: Malik DeBow, Nate Fish, Luke Gaffney, Grant Kress, Kane Naaktgeboren, Tate Naaktgeboren, Brayden Parke, Griffin Schultz, Austin Vandersee, and Keaton Williams. Good luck, Wrestlers!

Congratulations also go out to Luke Gaffney, Grant Kress, Jake Mitchell, Kane Naaktgeboren, Tate Naaktgeboren, and Brayden Parke for being named All-Conference First Team; Nate Fish and Austin Vandersee for being named All-Conference Second Team; and Coach Streicher for being named Coach of the Year!



**Bowling Honors:** Congratulations to Girls Bowling for taking first place at the state qualifying meet and to Boys Bowling for taking sixth place overall. Girls Bowling now moves on to State, as does Porter Chelicek from the boys team! Good luck LM Bowlers!





Date: February 8<sup>th</sup> 2022

Mr. JT Anderson  
CFO/ Board Treasurer  
Linn-Mar Community School District  
2999 N 10th St  
Marion, IA 52302

RE: Linn-Mar High School Stadium Synthetic Turf Replacement

Dear Mr. Anderson:

We have evaluated the bids received on February 7<sup>th</sup> 2022 for the Linn-Mar High School Stadium Synthetic Turf Replacements which consists of removal and replacement of synthetic turf, minor drainage improvements along with a new shock attenuation pad, new football goal posts and communication boxes.

Two (2) bids were received as shown below.

Sprinturf LLC ,	Base bid amount	\$847,125
	Alternate # 1 Track Structural Spray	\$155,450
	Alternate #2 Drainage Improvements	\$162,360
Act Global ,	Base bid amount	\$884,683
	Alternate #1 Track Structural Spray	\$150,014*
	Alternate #2 Drainage Improvements	\$125,000

Traverse Landscape Architects Estimate Base bid \$833,000

\*Act Global submitted a correction to their bid form via email before the bid opening.

The low bid was submitted by Sprinturf LLC in the amount of \$847,125. Our evaluation of the experience, reputation, and financial condition of Sprinturf indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of the Linn-Mar High School Stadium Synthetic Turf Replacement to Sprinturf for the work required in the base bid in the amount of \$847,125.

Respectfully,

Justin Robertshaw PLA  
Senior Associate  
Traverse Landscape Architects

\*Attachment's

- Bib Tabulation Linn-Mar High School Sta Synthetic Turf Replacement

# BID TABULATION Linn-Mar HS Stadium Synthetic Turf Replacement

Project Number: CR-A 1003

Project Name: Linn-Mar High School Stadium Synthetic Turf Replacement

Location: 3333 North 10th Street Marion Iowa 52302

Traverse Landscape Architects

Bid Date: February 7th 2022

BID QUANTITIES					SprintTurf		Act Global	
Ref #	Bid Item #	Item Description	Qty.	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID
1		Complete Removal and Disposal of Synthetic Turf Carpet and Infill	1	LS		\$ 56,780.00		\$ 34,781.00
2		Grading and Basestone Improvements	1	LS		\$ 98,800.00		\$ 150,306.00
3		Shock Attenuation Pad and Installation	1	LS		\$ 191,070.00		\$ 160,994.00
4		Synthetic Turf Carpet/ Infill and Installation Including curb attachment	1	LS		\$ 419,935.00		\$ 470,051.00
5		Athletic Equipment and installation including replacement of communication boxes and goal posts	1	LS		\$ 80,540.00		\$ 68,551.00
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
<b>TOTAL BASE BID</b>					\$	847,125.00	\$	884,683.00
<b>Alternate #1</b>						\$ -		
6		Track Re-spray	1	LS		\$ 155,450.00		\$ 150,014.00
						\$ -		\$ -
<b>Alternate #2</b>						\$ -		\$ -
7		40mil RPE geo-membrane with 12" perforated drainage piping and outlet manhold connection		LS		\$ 162,360.00		\$ 125,000.00
<b>TOTAL BID AMOUNT</b>					\$	1,164,935.00	\$	1,159,697.00

**ITEMS TO INCLUDE ON AGENDA**

**LINN-MAR COMMUNITY SCHOOL DISTRICT**

Approximately \$18,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds

- Resolution Fixing Date for a Hearing on the Proposed Issuance of Approximately \$18,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21  
AND THE LOCAL RULES OF THE SCHOOL DISTRICT.**

February 21, 2022

The Board of Directors of the Linn-Mar Community School District, State of Iowa, met in \_\_\_\_\_ session, in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, at 5:00 P.M., on the above date. There were present President \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The President of the Board of Directors of the Linn-Mar Community School District (the "School District") called up for consideration the Resolution Fixing the Date for a Public Hearing on the Proposed Issuance of Approximately \$18,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which requires that a public hearing be held on this proposal.

Director \_\_\_\_\_ introduced the following Resolution and moved its adoption. Director \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Resolution adopted as follows:

RESOLUTION FIXING THE DATE FOR A PUBLIC HEARING  
ON THE PROPOSED ISSUANCE OF APPROXIMATELY  
\$18,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES  
AND USE TAX REVENUE REFUNDING BONDS

WHEREAS, the School District receives revenue from the State of Iowa Secure an Advanced Vision for Education Fund ("SAVE Revenue") pursuant to Iowa Code Section 423F.2; and

WHEREAS, pursuant to Iowa Code Chapter 423F and an election duly held in accordance therewith on November 5, 2019 approving a revenue purpose statement (the "Revenue Purpose Statement"), the Board of Directors is currently entitled to spend SAVE Revenue for school infrastructure purposes; and

WHEREAS, the Board of Directors is in need of funds for the following school infrastructure project: to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 dated July 1, 2015; and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 dated March 1, 2010, including costs of issuance and a debt service reserve fund if required by the purchaser; and

WHEREAS, the Board of Directors has deemed it necessary and advisable that the District issue School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of \$18,000,000 for the purpose of providing funds to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 dated July 1, 2015; and the outstanding School Infrastructure Sales, Services and Use Tax

Revenue Bonds, Series 2010 dated March 1, 2010, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement; and

WHEREAS, before said Bonds may be issued, it is necessary to comply with the provisions of Iowa Code Section 423F.4, and to publish a notice of the time and place of the public hearing on the proposal to issue such Bonds; and

WHEREAS, notice of the time and place of a public hearing must be published not less than ten nor more than twenty days before the public hearing in a newspaper having general circulation in the District:

NOW, THEREFORE, it is resolved:

1. A public hearing will be held in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, on April 11, 2022, at 5:00 P.M., on the proposal to issue approximately \$18,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 dated July 1, 2015; and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 dated March 1, 2010, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

2. The Secretary is authorized and directed to publish notice of this public hearing in a newspaper having general circulation in the School District. Such publication will be made not less than ten nor more than twenty days ahead of the hearing date, and be in substantially the following form:

NOTICE OF PUBLIC HEARING ON THE PROPOSED  
ISSUANCE OF APPROXIMATELY \$18,000,000 SCHOOL  
INFRASTRUCTURE SALES, SERVICES AND USE TAX  
REVENUE REFUNDING BONDS

Notice is hereby given that the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, will hold a public hearing upon its proposed issuance of approximately \$18,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which may be issued in one or more series over multiple fiscal years, pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 dated July 1, 2015; and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 dated March 1, 2010, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project

will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

The hearing will be held in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, on April 11, 2022, at 5:00 P.M.

PASSED AND APPROVED this 21st day of February, 2022.

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President of the Board of Directors

ATTEST:

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Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

I, the undersigned Secretary of the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary of the Board of Directors of the  
Linn-Mar Community School District

***NEWSPAPER COPY TO BE PUBLISHED AFTER MARCH 22, 2022 AND BEFORE  
APRIL 1, 2022***

NOTICE OF PUBLIC HEARING ON THE PROPOSED  
ISSUANCE OF APPROXIMATELY \$18,000,000 SCHOOL  
INFRASTRUCTURE SALES, SERVICES AND USE TAX  
REVENUE REFUNDING BONDS

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The hearing will be held in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, on April 11, 2022, at 5:00 P.M.

LINN-MAR COMMUNITY SCHOOL  
DISTRICT

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Secretary of the Board of Directors

STATE OF IOWA

)

) SS PUBLICATION CERTIFICATE

COUNTY OF LINN

)

I certify that I am now the elected and acting Secretary of the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, and that as Secretary of the Board of Directors and by full authority from the Board of Directors, I caused a

NOTICE OF PUBLIC HEARING ON THE PROPOSED  
ISSUANCE OF APPROXIMATELY \$18,000,000 SCHOOL  
INFRASTRUCTURE SALES, SERVICES AND USE TAX  
REVENUE REFUNDING BONDS

of which the clipping annexed to the publisher's affidavit attached is a complete copy published at least once, not less than ten clear days nor more than twenty days prior to the date of the public hearing, in the *Cedar Rapids Gazette*, a newspaper having general circulation within the District, and that the Notice was published in the newspaper in all of the issues published and circulated on the following date:

\_\_\_\_\_, 2022

which was at least ten (10) but not more than twenty (20) days before the hearing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary, Linn-Mar Community School District

ATTACH AFFIDAVIT OF PUBLICATION

## 21-22 Bus Bid Summary & Recommendation

BUS	ENGINE	THOMAS BUS SALES (Thomas)	SCHOOL BUS SALES (Bluebird)
<b>78 Pass Transit</b> Seatbelts/midship luggage	Diesel	128735	134829
<b>77 Pass Conventional</b> Seatbelts/midship luggage	LPG	No bid submitted	133746
<b>59 Pass LIFT Bus</b> Seatbelts/midship luggage	LPG	No bid submitted	128319

Low Bid

### Transportation Department 21-22 Bus Purchase Recommendation:

Equipment type	Price Each	# Units	Sub Total
Bluebird 77 Conventional, LPG	133746	2	267492
Bluebird LIFT Bus, LPG	128319	2	256638
<b>Total</b>		<b>4</b>	<b>524130</b>

#### NOTE:

77 pass conventional bus price includes option pricing for midship luggage bays (\$2600 each for conventional bus).



Inspire Learning.  
Unlock Potential.  
Empower Achievement.

## School Board Regular Meeting Minutes February 7, 2022

### **100: Call to Order and Determination of a Quorum**

The Linn-Mar School Board regular meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Morey, Nelson, Rolling, Walker, Wall, and Weaver. Absent: Buchholz (Arrived at 5:32 PM). Administration present: Bisgard, Anderson, Wear, Read, Ramos, and Breittfelder. Absent: Christian.

### **200: Adoption of the Agenda *Motion 147-02-07***

**MOTION** by Weaver to adopt the agenda as presented. Second by Walker. Voice vote, all ayes. Motion carried.

### **300: Audience Communications**

1. Amanda Pierce Snyder, LM parent, counselor shortage and bullying issues
2. Ralph Kendrick, LM parent, declining enrollment
3. Kristina Bryan, LM parent, against a mask mandate
4. Geralyn Jones, LM parent, against a mask mandate
5. Ana Clymer, LM parent, supports district for following science regarding mask requirements
6. Gary Sneller, LM resident, supports changes to audience communication procedures

### **400: Informational Reports, Discussions, and Presentations**

#### **401: Online Learning Update**

Associate Superintendent Bob Read presented an update on Edmentum (online learning program) and shared that the enrollment numbers in the program have declined. Read also shared that a survey will be provided to the families currently enrolled in Edmentum to assess the potential enrollment numbers for the program in 2022-23.

#### **402: IASB Day on the Hill & Legislative Update**

Board Members Morey and Walker reported that there are 112 bills pertaining to education being considered during the current legislative session. These bills include topics such as Supplemental State Aid (SSA), vouchers to fund private schools, workforce shortages, and at-risk funding.

#### **403: Career & Technical Education Advisory**

Board Members Nelson, Rollinger, and Walker reported that during on the February 2<sup>nd</sup> CTE meeting the committee discussed doing research to determine how the district's CTE courses align with local needs.

#### **404: Marion City Council**

Board Member Wall reported that there was nothing significant to the district presented during the January 20<sup>th</sup> Marion City Council meeting.

#### 405: Linn County Conference Board

Board Member Buchholz reported that during the February 3<sup>rd</sup> Linn County Conference Board meeting it was shared that area businesses are requesting property tax valuation reduction; which would have an impact on school revenues.

#### 406: Superintendent's Update – Exhibit 406.1

Superintendent Bisgard congratulated Carol O'Donnell, Principal of Novak Elementary, on her retirement at the end of the school year, reported that the district's COVID numbers are declining significantly, and that the Facilities Advisory Subcommittee will be meeting soon and will provide an update to the board.

#### **500: Unfinished Business**

##### 501: Award Bid for Excelsior Pavement Replacement Project – Exhibit 501.1 **Motion 148-02-07**

**MOTION** by Wall to award the bid for the Excelsior pavement replacement project to Rathje Construction as the lowest, responsive bidder for a base bid of \$1,254,500.00; alternate bid one in the amount of \$96,000.00; and alternate bid two in the amount of \$17,750.00, for a total amount of \$1,368,250.00. Second by Nelson. Voice vote, all ayes. Motion carried.

#### **600: New Business**

##### 601: SBRC Request Regarding Statewide Voluntary Preschool Program **Motion 149-02-07**

**MOTION** by Buchholz to approve the submission of a request to the School Budget Review Committee for funding related to the fiscal year 2022 Statewide Voluntary Preschool Program increased enrollment in the amount of \$3,613.50; as part of the district's response to the impact of the COVID-19 pandemic. Second by Wall. Voice vote, all ayes. Motion carried.

##### 602: Policy Recommendation – Exhibit 602.1 **Motion 150-02-07**

**MOTION** by Wall to approve the recommended updates to *Policy 204.9-Public Participation in Board Meetings* to reflect the recent changes to audience communication procedures. Second by Nelson. Voice vote, all ayes. Motion carried.

##### 603: Open Enrollment Requests **Motion 151-02-07**

**MOTION** by Weaver to approve the open enrollment requests as presented. Second by Walker. Voice vote, all ayes. Motion carried.

#### **DENIED IN**

Name	Grade	Resident District	Reason
Merwin, Trinity	8 <sup>th</sup>	Marion Independent	Late

##### **700: Consent Agenda **Motion 152-02-07****

**MOTION** by Walker to approve the consent agenda as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

#### 701: Personnel

##### **Classified Staff: Assignment/Reassignment/Transfer**

Name	Assignment	Dept Action	Salary Placement
Downing, Lanny	HS: Student Supervisor	2/21/22	\$15.00/hour
Foster, Hillary	EH: Student Support Associate	2/7/22	LMSEAA II, Step 1
Gannon, Casey	AC: Academic Lifeguard	1/25/22	\$10.00/hour

Name	Assignment	Dept Action	Salary Placement
Geelan, Lillian	AC: Academic Aquatic Instructor	12/13/21	\$15.00/hour
Lewis, Abbie	OR: Student Support Associate	2/1/22	LMSEAA II, Step 1
O'Vell, Amy	EH: Student Support Associate	1/27/22	LMSEAA II, Step 1
Rounds, Tracy	O&M: IC Custodian (.75 FTE)	1/31/22	SEIU C, Step 1
Schmit, Xandra	EX: Student Support Associate	1/31/22	LMSEAA II, Step 1
Seefeld, Deborah	NS: HS General Help	1/25/22	PTNS, Step 3
Sivertsen, Jessica	From OR General Help to EH Student Support Assoc	2/7/22	LMSEAA II, Step 1

#### ***Classified Staff: Resignation***

Name	Assignment	Dept Action	Reason
Baldwin, Craig	O&M: Custodian	1/10/22	Retirement
Gronewold, Lana	NS: HS General Help	1/25/22	Personal
Law, Lori	LG: Student Support Associate	1/28/22	Retirement
Nichols, Amy	HS: Student Support Associate	2/11/22	Personal
Swanson, Holly	LG: Building Secretary	2/18/22	Personal

#### ***Co/Extra-Curricular Staff: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Colbert, Marcus	HS: Assistant 10 <sup>th</sup> Gr Baseball Coach	5/2/22	\$3,317
Eivins, Jared	HS: From Assistant to Head 10 <sup>th</sup> Gr Baseball Coach	5/2/22	\$4,423
Gangestad, Sam	HS: Assistant 9/10 Softball Coach	5/2/22	\$3,317
Hackett, Gordon	HS: Assistant Boys Varsity Track Coach	3/1/22	\$4,423
Hackett, Jacqueline	OR: Head Girls Tennis Coach	3/21/22	\$3,317

#### **702: Approval of January 24<sup>th</sup> Minutes – Exhibit 702.1**

#### **703: Approval of Bills – Exhibit 703.1**

#### **704: Approval of Contracts – Exhibits 704.1-7**

1. Advertising contract with Varsity Group Marketing & Signs
2. Services agreement with Gallagher Benefit Services, Inc.
3. Professional services agreement with Shive Hattery Architecture & Engineering
4. Agreement with Technical Specialty Systems Corporation
5. Agreement with Recover Health of Iowa, Inc.
6. Independent contractor agreement with Jen Loeb for work with Venture Academics
7. Commercial licensing agreement with Debbie Rogers and KKK Holdings (dba Level10 Apparel)
8. Interagency agreements for Special Education services with Des Moines Independent CSD (2) and Marion Independent (39). *For student confidentiality, exhibits not provided.*

#### **705: Overnight Excursion/Trip Requests – Exhibits 705.1-4**

1. FFA to attend the District Leadership Convention in Decorah, Iowa on March 11-12, 2022
2. FFA to attend the State Nomination Committee in Des Moines, Iowa on April 5-7, 2022
3. FFA to attend the State Leadership Convention in Ames, Iowa on April 10-12, 2022
4. LM Robotics to attend regional competition in Duluth, Minnesota on March 2-5, 2022

#### **706: Informational Financial Reports – Exhibits 706.1-2**

1. School Finance and Cash Balance Reports as of January 31, 2021
2. School Finance and Cash Balance Reports as of January 31, 2022

## **800: Board Communications, Calendar, and Committees**

### **801: Board Communications**

- Morey shared a reminder that February 7-11 is National School Counselors Week
- Weaver congratulated all of the retirees
- Buchholz congratulated the 2022 LM Athletic Hall of Fame inductees

### **802: Board Calendar**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Feb 15	11:30 AM	Board Visit	Echo Hill Elementary
Feb 17	5:30 PM	Marion City Council ( <i>Rollinger</i> )	City Hall/Virtual
Feb 21	5:00 PM	Board Meeting	LRC Boardroom/YouTube
Feb 23	11:30 AM	Board Visit	Wilkins Elementary
<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Mar 3	7:30 AM	Finance/Audit Committee	LRC Conference Room 203
Mar 3	11:00 AM	Board Visit	Linn-Mar High School
Mar 3	5:30 PM	Marion City Council ( <i>Wall</i> )	City Hall/Virtual
Mar 7	5:00 PM	Board Meeting	LRC Boardroom/YouTube
<i>Mar 10</i>	<i>11:30 AM</i>	<i>Marion State of the City Luncheon</i>	<i>CR Marriott</i>
Mar 17	5:30 PM	Marion City Council ( <i>Buchholz</i> )	City Hall/Virtual
Mar 23	11:30 AM	Policy Committee	LRC Room 5
Mar 31	11:30 AM	Board Visit	Indian Creek Elementary

### **803: Committees and Advisories**

<b>Committee</b>	<b>2021-22 Representatives</b>
Finance/Audit Committee	Buchholz, Morey, and Weaver
Policy/Governance Committee	Morey, Nelson, and Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, and Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, and Wall

### **900: Adjournment ***Motion 153-02-07*****

**MOTION** by Buchholz to adjourn the regular meeting at 6:09 PM. Second by Walker. Voice vote, all ayes. Motion carried.

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Brittania Morey, School Board President

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JT Anderson, School Board Secretary/Treasurer

**School Board Work Session Minutes  
February 7, 2022**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar School Board work session was called to order at 6:19 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard

**200: Adoption of the Agenda *Motion 154-02-07***

**MOTION** by Wall to adopt the agenda as presented. Second by Nelson. Voice vote, all ayes. Motion carried.

**300: Work Session**

**301: Board Self-Evaluation/Goal Setting**

Board President Morey facilitated a self-evaluation and goal setting session. The board utilized the Iowa Association's *Self-Assessment on Standards for Effective School Boards* as the framework for their conversation. The IASB tool offered six standards for consideration that also included competencies for each standard. The board ranked the six standards and evaluated their areas of strengths and weaknesses for each. The board then selected the following three standards as their framework for setting their goals:

1. Student Learning: Provide quality instruction and high, equitable student learning
2. District Culture: Foster a culture that enables excellence and innovation
3. Visionary Team: Operate as a visionary governance team in partnership with the superintendent

**400 Adjournment *Motion 155-02-07***

**MOTION** by Walker to adjourn the work session at 8:32 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

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Brittania Morey, School Board President

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JT Anderson, School Board Secretary/Treasurer

## Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/04/2022 - 02/16/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
<b>Fund: AQUATIC CENTER</b>		
AMES CYCLONE AQUATICS CLUB	GENERAL SUPPLIES	\$630.00
DUBUQUE AREA SWIMMIN' HURRICANES	GENERAL SUPPLIES	\$1,910.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,542.90
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$29.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$125.88
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$29.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$125.88
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$11.01
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$8.41
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$345.00
<b>Fund Total:</b>		<b>\$4,757.96</b>
<b>Fund: GENERAL</b>		
1000BULBS.COM	GENERAL SUPPLIES	\$39.53
ABILITY PHYSICAL THERAPY, P.C.	INSTRUCTIONAL SUPPLIES	\$2,500.00
ADCRAFT PRINTING COMPANY	INSTRUCTIONAL SUPPLIES	\$592.60
ADVANCE AUTO PARTS	TRANSP. PARTS	\$165.62
ADVANTAGE	GENERAL SUPPLIES	\$99.18
ADVANTAGE ARCHIVES, LLC	INSTRUCTIONAL SUPPLIES	\$274.15
AGVANTAGE FS	PROPANE	\$8,171.29
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$601.34
ALLIANT ENERGY	ELECTRICITY	\$8,900.30
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$999.00
ASAVIE TECHNOLOGIES/AKAMAI TECHNOLOGIES	COMPUTER SOFTWARE	\$60.00
ASIFLEX	OTHER PROFESSIONAL	\$750.75
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$75.00
BLR (BUSINESS & LEGAL RESOURCES)	OTHER PROFESSIONAL	\$399.00
BOWMAN AMY	TRAVEL	\$184.86
BURGESS GAYLA	TRAVEL	\$21.84
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$60.00
CALCARA MARILYN	TRAVEL	\$29.56
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$1,416.06
CARROLL CONSTRUCTION SUPPLY	REPAIR PARTS	\$190.50
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$783.20
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$409,140.41
CEDAR RAPIDS TIRE	VEHICLE REPAIR	\$198.84
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,303.95
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$4,501.12
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$1,740.00
CENTRAL CITY COMMUNITY SCHOOL	TUITION OPEN ENROLL	\$18,472.23
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$4,140.48
CENTURYLINK	TELEPHONE	\$474.46
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$513.86
COLLECTION	EE LIAB-GARNISHMENTS	\$736.99

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/04/2022 - 02/16/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
COLLEGE COMMUNITY SCHOOLS	INSTRUCTIONAL SUPPLIES	\$198.00
COLLEGE COMMUNITY SCHOOLS	TUITION OPEN ENROLL	\$26,209.80
CRESCENT PARTS & EQUIPMENT CO., INC	MAINTENANCE SUPPLIES	\$1,264.76
CROELL REDI-MIX INC	GROUPS UPKEEP	\$610.00
CULLIGAN	GENERAL SUPPLIES	\$981.00
DECKER EQUIPMENT	MAINTENANCE SUPPLIES	\$87.60
DESPAIN, LISA	INSTRUCTIONAL SUPPLIES	\$65.00
DUNNWALD K'DEAN	TRAVEL	\$9.05
DVORAK JOHN	OFFICIAL/JUDGE	\$70.00
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$2,198.50
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$87.46
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$444,639.17
FEDEX	INSTRUCTIONAL SUPPLIES	\$16.22
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$1,065.02
FUTURE LINE	MAINTENANCE SUPPLIES	\$115.74
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$386.40
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$472.50
GRAINGER	MAINTENANCE SUPPLIES	\$510.48
GRANT WOOD AEA	GENERAL SUPPLIES	\$39.85
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$265.00
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$9,211.91
H2I GROUP	INSTRUCTIONAL SUPPLIES	\$2,950.00
HALVERSON GINGER	TRAVEL	\$316.76
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$52,991.40
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$1,572.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$380.00
HAWKEYE FIRE & SAFETY COMPANY	OTHER PROFESSIONAL	\$2,276.59
HAYES ELIZABETH	TRAVEL	\$26.36
HEMESATH CORTNEE	TRAVEL	\$80.34
HOBART SERVICE	EQUIPMENT REPAIR	\$295.25
HOME GROWN PETS INC	INSTRUCTIONAL SUPPLIES	\$198.59
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$63.79
IMON COMMUNICATIONS LLC	INTERNET- COVID RELATED	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,411.27
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$8,281.78
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$35,411.53
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$8,281.78
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$35,411.53
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$26,112.47
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$268.80
INTERSTATE BILLING SERVICE	REPAIR/MAINT SERVICE	\$1,264.52
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$58,599.68
IOWA ONE CALL	OTHER TECH SER	\$13.50
ISFIS	OTHER PROFESSIONAL	\$762.00
ITS SIGNS LLC	GENERAL SUPPLIES	\$109.00

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/04/2022 - 02/16/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
JENNIFER LOEB	INSTRUCTIONAL SUPPLIES	\$100.00
JOHNSON CONTROLS	REPAIR/MAINT SERVICE	\$537.00
JOHNSTONE SUPPLY	REPAIR PARTS	\$898.34
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE	\$6,296.25
JVA MOBILITY	INSTRUCTIONAL SUPPLIES	\$236.38
KENNEDY HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$275.00
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$30.00
KNIGHTON SHAWN	TRAVEL	\$12.87
KOENEN KARLA	TRAVEL	\$10.65
LANGUAGE TESTING INTERNATIONAL, INC	INSTRUCTIONAL SUPPLIES	\$80.00
LEXIA LEARNING SYSTEMS LLC	PROF SERV: EDUCATION	\$4,797.00
LINN CO-OP OIL	DIESEL	\$20,133.15
LINN CO-OP OIL	GASOLINE	\$11,427.98
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$687.96
LINN COUNTY REC	ELECTRICITY	\$38,461.55
LINN COUNTY TREASURER.	OTHER PROFESSIONAL	\$9,863.46
LISBON COMMUNITY SCHOOL DISTRICT	TUITION OPEN ENROLL	\$3,864.89
LYNCH FORD	TRANSP. PARTS	\$530.84
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$394.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	(\$5.92)
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$236.00)
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$2,355.51
MARCO TECHNOLOGIES, LLC	INSTRUCTIONAL SUPPLIES	\$98.00
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$1,389,079.65
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$80.71
MARION IRON CO.	MAINTENANCE SUPPLIES	\$140.00
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$392.50
MARK'S AUTO BODY INC	VEHICLE REPAIR	\$971.40
MARTIN CAMILLA	TRAVEL	\$21.14
MCGRAW-HILL SCHOOL EDUCATION	INSTRUCTIONAL SUPPLIES	\$9,191.56
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$390.27
MEDCO SUPPLY	PROF SERV: EDUCATION	\$385.50
MENARDS -13127	GENERAL SUPPLIES	\$1,025.54
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$59.64
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$11,295.64
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	(\$38,176.71)
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$26,985.68
MH EQUIPMENT COMPANY	REPAIR/MAINT SERVICE	\$561.72
MICHEEL COURTNEY	TRAVEL	\$68.76
MID AMERICAN ENERGY	NATURAL GAS	\$418.02
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$15,786.75
MIDWEST WHEEL	TRANSP. PARTS	\$231.74
NAPA AUTO PARTS	SHOP TOOLS/EQUIPMENT	\$37.11
NAPA AUTO PARTS	TRANSP. PARTS	\$22.21
NORTH-LINN CSD	TUITION IN STATE	\$4,991.20

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/04/2022 - 02/16/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
ORCHESTRA IOWA	Professional Educational Services	\$252.00
ORKIN PEST CONTROL	Pest Control	\$385.00
OTICON INC	INSTRUCTIONAL SUPPLIES	\$165.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$174.20
PARTS TOWN, LLC	GENERAL SUPPLIES	\$314.04
PELIKAN EMILY	TRAVEL	\$18.95
PELTON CONSULTANT GROUP, LLC	Professional Educational Services	\$17,308.32
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$350.99
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	INSTRUCTIONAL SUPPLIES	\$87.94
PETE'S PIANO SERVICE	INSTRUCTIONAL SUPPLIES	\$920.00
PITNEY BOWES	POSTAGE/UPS	\$101.99
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$132.57
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$309.85
PUSH-PEDAL-PULL	INSTRUCTIONAL SUPPLIES	\$80.00
QUALITY BEGINNINGS INC.	PROF SERV: EDUCATION	\$9,636.00
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$184.60
RANBARGER ANNA	TRAVEL	\$2.96
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$702.26
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$984.45
SCHOOL DATEBOOKS	INSTRUCTIONAL SUPPLIES	\$1,185.44
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$22.35
SCHULT BARBARA	TRAVEL	\$54.13
SHERWIN-WILLIAMS	INSTRUCTIONAL SUPPLIES	\$91.34
SIGNS ETC.	GENERAL SUPPLIES	\$744.00
SOLUTION TREE	PROF SERV: EDUCATION	\$5,440.00
SOURCE ONE LOGOS	INSTRUCTIONAL SUPPLIES	\$1,893.75
STAMP CAROL	TRAVEL	\$133.38
STERN MATT	TRAVEL	\$32.06
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,058.20
TAYLOR MUSIC, INC	INSTRUCTIONAL SUPPLIES	\$1,850.00
THE FILTER SHOP, INC	MAINTENANCE SUPPLIES	\$2,150.19
THE PAPER CORPORATION	GENERAL SUPPLIES	\$7,878.84
THE SHREDDER	OTHER PROFESSIONAL	\$282.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$96.66
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$7,591.67
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$16,074.22
U.S. CELLULAR	TELEPHONE	\$203.90
UNITED REFRIGERATION	REPAIR PARTS	\$1,354.46
UNITED RENTALS	RENTALS EQUIPMENT	\$1,415.52
VAN METER CO	ELECTRICAL SUPPLY	\$661.38
VERIZON WIRELESS	INTERNET- COVID RELATED	\$3,845.38
WALSH DOOR & HARDWARE	REPAIR PARTS	\$2,116.38
WEST MUSIC CO	EQUIPMENT REPAIR	\$61.92
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$437.06
WHOLESALE REPAIR INC	VEHICLE REPAIR	\$1,675.97

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/04/2022 - 02/16/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
WIELAND & SONS LUMBER CO	INSTRUCTIONAL SUPPLIES	\$1,299.00
WILSON WILLIAM	OFFICIAL/JUDGE	\$70.00
XAVIER HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$200.00
<b>Fund Total:</b>		<b>\$2,814,137.78</b>
<b>Fund: LOCAL OPT SALES TAX</b>		
CONVERGE ONE	COMPUTER SOFTWARE	\$11,880.00
OPN ARCHITECTS, INC.	ARCHITECT	\$3,549.56
<b>Fund Total:</b>		<b>\$15,429.56</b>
<b>Fund: NUTRITION SERVICES</b>		
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$18,330.94
CITY LAUNDERING COMPANY	PROFESSIONAL	\$3,095.64
COLLECTION	EE LIAB-GARNISHMENTS	\$218.40
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$7,971.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$54,016.98
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,044.18
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,464.78
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,044.18
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,464.78
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3,352.13
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$39,449.92
OFFICE EXPRESS	GENERAL SUPPLIES	\$79.04
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$3,568.46
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$10,345.01
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$60,646.89
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$387.81
SHEPLEY STACY	UNEARNED REVENUE	\$9.30
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1,792.55
<b>Fund Total:</b>		<b>\$214,281.99</b>
<b>Fund: PHY PLANT &amp; EQ LEVY</b>		
ART CRAFT STUDIO	BLDG. CONST SUPPLIES	\$670.26
C.H. McGUINESS CO., INC	BLDG. CONST SUPPLIES	\$732.72
CEDAR RAPIDS WINSUPPLY PLUMBING CO	BLDG. CONST SUPPLIES	\$628.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
HUPP ELECTRIC MOTORS	CONSTRUCTION SERV	\$1,209.71
MECHANICAL SALES IOWA PARTS, INC	BLDG. CONST SUPPLIES	\$7,199.00
SHIVE-HATTERY INC.	ARCHITECT	\$1,011.00
TRANE U.S. INC.	BLDG. CONST SUPPLIES	\$1,951.06
<b>Fund Total:</b>		<b>\$18,596.45</b>
<b>Fund: SALES TAX REVENUE BOND CAP PROJECT</b>		
HALL & HALL ENGINEERS INC	ARCHITECT	\$12,355.63
<b>Fund Total:</b>		<b>\$12,355.63</b>
<b>Fund: STUDENT ACTIVITY</b>		
ADAM BECK	INSTRUCTIONAL SUPPLIES	\$3,500.00

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/04/2022 - 02/16/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
ANDYMARK, INC	INSTRUCTIONAL SUPPLIES	\$75.53
BECKER GREG	OFFICIAL/JUDGE	\$115.00
BOOSTER CLUB	INSTRUCTIONAL SUPPLIES	\$302.40
BRANDT BLAKE	OFFICIAL/JUDGE	\$55.00
BRINDIS, VICTORIA	INSTRUCTIONAL SUPPLIES	\$1,286.83
BROWN DAVID	TRAVEL	\$21.84
CALLAHAN DAN	OFFICIAL/JUDGE	\$100.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$375.00
CRAWFORD GREG	OFFICIAL/JUDGE	\$100.00
CUTTING EDGE GRAPHICS, INC	INSTRUCTIONAL SUPPLIES	\$70.00
DANIEL GRAWE	OFFICIAL/JUDGE	\$65.00
DAVIS ISAAC	OFFICIAL/JUDGE	\$55.00
DIGMANN LORAS	OFFICIAL/JUDGE	\$131.28
DIVIS ETHAN	OFFICIAL/JUDGE	\$55.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$250.00
DUMOLIEN JORDAN	OFFICIAL/JUDGE	\$245.00
EBELING TIM	OFFICIAL/JUDGE	\$100.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$915.53
FEDERER MICHAEL	OFFICIAL/JUDGE	\$61.90
GRIMM VAUGHN	OFFICIAL/JUDGE	\$100.00
GUY WILLIE LEE	OFFICIAL/JUDGE	\$65.00
HALES, THOMAS	INSTRUCTIONAL SUPPLIES	\$1,107.98
HARTWIG RON	OFFICIAL/JUDGE	\$65.00
HENDERSON DENNIS	OFFICIAL/JUDGE	\$76.50
HOYT BOB	OFFICIAL/JUDGE	\$150.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$15.82
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$67.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$15.82
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$67.65
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$72.85
IOWA HIGH SCHOOL SPEECH ASSOC	INSTRUCTIONAL SUPPLIES	\$157.00
JASPERS JACK	OFFICIAL/JUDGE	\$55.00
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$55.00
KEEL JOHN W	OFFICIAL/JUDGE	\$65.00
LANGLOIS ISAAH	OFFICIAL/JUDGE	\$100.00
LUST TONY	OFFICIAL/JUDGE	\$152.90
LYNOTT GABE	OFFICIAL/JUDGE	\$65.00
M-F ATHLETIC CO.	INSTRUCTIONAL SUPPLIES	\$146.80
MAJOR RONALD	OFFICIAL/JUDGE	\$125.00
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$24.00
MATTHIAS MAXIMILIAN	OFFICIAL/JUDGE	\$65.00
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$714.00
MILLER JASON	OFFICIAL/JUDGE	\$65.00
MONTGOMERY DOREN	OFFICIAL/JUDGE	\$115.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$1,940.00

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 02/04/2022 - 02/16/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
PACKINGHAM JIM	OFFICIAL/JUDGE	\$120.00
PANTINI ANDY	OFFICIAL/JUDGE	\$200.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$127.14
PARK KIRK	OFFICIAL/JUDGE	\$100.00
PEEPLS JAMAAL	OFFICIAL/JUDGE	\$65.00
RECKER CHAD	OFFICIAL/JUDGE	\$55.00
RIPLEY RICHARD	OFFICIAL/JUDGE	\$65.00
ROBSON ALEXIS	INSTRUCTIONAL SUPPLIES	\$4,525.00
ROEN JEFFREY	OFFICIAL/JUDGE	\$100.00
ROSE BOWL	DUES AND FEES	\$100.00
SENDT DAVE	OFFICIAL/JUDGE	\$132.20
SHANLEY STEVE	INSTRUCTIONAL SUPPLIES	\$5,550.00
SULLIVAN BRENDAN	OFFICIAL/JUDGE	\$65.00
THOMAS DANIEL	OFFICIAL/JUDGE	\$120.00
TOM McQUILLEN	OFFICIAL/JUDGE	\$100.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$35.19
VERSTEEGH RON	OFFICIAL/JUDGE	\$65.00
VIBRATIONS PRO DJs & PHOTOBOOTH	INSTRUCTIONAL SUPPLIES	\$400.00
WARREN, LUKAS	INSTRUCTIONAL SUPPLIES	\$1,125.26
WIEBEL GLEN	OFFICIAL/JUDGE	\$50.00
WOOD LOREN	OFFICIAL/JUDGE	\$55.00
WYMER BRAD	INSTRUCTIONAL SUPPLIES	\$70.00
YANECEK DOUG	OFFICIAL/JUDGE	\$55.00
<b>Fund Total:</b>		<b>\$26,809.07</b>
<b>Fund: STUDENT STORE</b>		
COLDESI, INC	GENERAL SUPPLIES	\$2,611.44
SPIRIT PRODUCTS LTD	GENERAL SUPPLIES	\$662.97
<b>Fund Total:</b>		<b>\$3,274.41</b>
<b>Grand Total:</b>		<b>\$3,109,642.85</b>

End of Report



**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](http://www.ahlerslaw.com)**

Elizabeth A. Grob  
515.246.0305  
[bgrob@ahlerslaw.com](mailto:bgrob@ahlerslaw.com)

February 15, 2022

**VIA E-MAIL**

J.T. Anderson  
Linn-Mar Community School District  
2999 North 10th Street  
Marion, IA 52302

Re: Bond Counsel and Disclosure Counsel Engagement Agreement  
Proposed Issuance of Approximately \$15,900,000 School Infrastructure Sales, Services  
and Use Tax Revenue Refunding Bonds, Series 2022 (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 and disclosure 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 currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 dated July 1, 2015; and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 dated March 1, 2010. We understand you have engaged Piper Sandler & Co. as your Financial Advisor. 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 and disclosure counsel services described herein.

**SCOPE OF ENGAGEMENT**

*Bond Counsel*

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) Review or prepare those sections of the official statement (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.

- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) 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.

#### *Disclosure Counsel*

As Disclosure Counsel to the District, we will work with the District, including the officers and employees, the Financial Advisor, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff and District's Underwriter and/or Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements.
2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.
3. Review the District's preliminary and final official statements, prepared by the financial advisor, in connection with the Bond offering for Issuer's review and approval, with the assistance of District officials and staff.
4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.
5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.
6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the District stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of

the circumstances under which they were made, not misleading. In rendering our advice, 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. During the course of the engagement, we will rely on the District's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

#### COOPERATION

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the District staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

#### LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) 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).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

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)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) 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 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 or written advice as Disclosure Counsel.

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 Bonds for which we give a Bond Opinion and written advice as Disclosure Counsel 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 our fee as Bond Counsel to be \$25,000 and as Disclosure Counsel to be \$7,500. 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 services outlined above but we will do so in the event that circumstances require.

In addition to the above 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 and written advice as Disclosure Counsel, 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 and written advice as Disclosure Counsel). My current hourly rate is \$350. 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 or Disclosure Counsel, please do not hesitate to contact me.

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.

*Elizabeth A. Grob*

Elizabeth A. Grob

EAG:nj  
Enclosures

Accepted and Approved this \_\_\_\_\_  
day of \_\_\_\_\_, 2022:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By \_\_\_\_\_  
President of the Board of Directors

00500  
 AGREEMENT  
 LINN MAR COMMUNITY SCHOOL DISTRICT  
 2022 EXCELSIOR MIDDLE SCHOOL  
 PARKING LOT PROJECT

**THIS AGREEMENT** is by and between Linn Mar Community School District (hereinafter called OWNER) and Rathje Construction Company, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - THE PROJECT**

- 1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally referred to as follows:

**Linn Mar Community School District, 2022 Excelsior Middle School Parking Lot Project**

**ARTICLE 2 - WORK**

- 2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work to be performed includes but not limited removal and replacement of existing parking lot and an addition of a secondary access road from Winslow Road and other work identified by 2022 Excelsior Middle School Parking Lot Project.

Linn Mar Community School District has awarded the Base Bid in the contract amount of **\$1,254,500.00**.

Linn Mar Community School District has awarded the Alternate Bid #1 in the contract amount of **\$96,000.00**.

Linn Mar Community School District has awarded the Alternate Bid #2 in the contract amount of **\$17,750.00**.

Total Contract Amount: **\$1,368,250.00**

**ARTICLE 3 - ENGINEER**

- 3.01 The Project will be administered by Hall & Hall Engineers, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. Early Start: April 11<sup>th</sup>, 2022 or as soon as contracts are executed.
- C. Normal Start: May 31<sup>th</sup>, 2022
- D. Substantial Completion: August 5<sup>th</sup>, 2022

E. Final Completion: October 5<sup>th</sup>, 2022

4.02 *Working Days for Completion and Final Payment*

A. NONE

4.03 *Dates for Milestone*

A. Substantial Completion: August 5<sup>th</sup>, 2022

4.04 *Liquidated Damages – \$500.00 per day*

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. For all Lump Sum Work, an amount equal to the sum of the percentage complete of each schedule of value prices.

B. The Linn Mar Community School District reserves the right to award any portion or individual Bid Item from **ALTERNATE BID ITEM No. 1 and ALTERNATE BID ITEM No. 2.**

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit to ENGINEER for review and Application for Payment filled out and signed by the CONTRACTOR by the 4<sup>th</sup> Friday of the same month in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25<sup>th</sup> day of each month (or net 30 days if payment application received after the 5<sup>th</sup> day of the month) during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Project Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage). If the Work has been 95% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Final Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

- b. 100% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. OWNER shall pay retainage to CONTRACTOR in accordance with paragraph 14.02.B.5 of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### **ARTICLE 7 – NOT USED**

#### **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, if any, (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and Drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. CONTRACTOR acknowledges that such reports and Drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and Drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. CONTRACTOR is competent and has sufficient equipment, personnel and financial resources to perform Work in accordance with the Contract Documents.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following items (either bound herein or separately) as marked with an "X".

Included      Not Included

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. This Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. Pages 1 to 8, inclusive;   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. Exhibit 500-A, Unit Price Work (page 1, inclusive);  |
|                                     | <input checked="" type="checkbox"/> | c. Exhibit 500-B, Supplemental Unit Price Work (pages 1 to [    ], inclusive);  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. Notice of Hearing and Letting.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 3. Performance Bond (pages 1 to 4 inclusive);   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4. Payment Bond (pages 1 to 4 inclusive);   |
|                                     |                                     | 5. Other Bonds (pages [    ] to [    ], inclusive), (name of bond);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. [    ] (pages [    ] to [    ], inclusive);  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. [    ] (pages [    ] to [    ], inclusive);  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. [    ] (pages [    ] to [    ], inclusive);  |
|                                     |                                     | 6. Bid Form Attachments   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | a. Bidder Status Form   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. Attachment I – Equal Employment Opportunity/Non-Discrimination Policy Statement  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. Attachment II – Non-Collusion Affidavit  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | d. Attachment III – Disadvantaged Business Enterprise (DBE) Certification for Non-Rolling Stock Materials or Services     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | e. Attachment IV – Disadvantaged Business Enterprise (DBE) List   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | f. Attachment V – Debarment and Suspension Certification  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | g. Attachment VI – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters |

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | h. Attachment VII – Part 661 – Buy America Requirements – Surface Transportation Assistance Act of 1982, As Amended   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | i. Attachment VIII – Certification of Restrictions on Lobbying  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | j. Attachment IX – Certification of Nonsegregated Facilities  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | k. Attachment X – Targeted Small Business (TSB) Pre-Bid Contact Information   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 7. Standard Documents;  |
|                                     |                                     | a. Statewide Urban Design and Specifications (SUDAS)  |
|                                     |                                     | b. City of Marion, Iowa Supplemental Specifications to SUDAS  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 8. Supplementary Conditions, Section 00800, (pages 1 to 8, inclusive);  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 9. Special Provisions and Specifications as listed in the table of contents of the Project Manual;  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 10. Drawings consisting of a cover sheet and sheets numbered C1.0 – C7.1, L1.0 – L2.0, and ED1.0-E5.0 inclusive, with each sheet bearing the following general title: Linn Mar Community School District. 2022 Excelsior Middle School Parking Lot Project. |
| <input type="checkbox"/>            | <input type="checkbox"/>            | 11. Addenda (numbers __ to __, inclusive);  |
|                                     |                                     | 12. Exhibits to this Agreement (enumerated as follows):   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. Notice to Proceed (pages [ ] to [ ], inclusive);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. CONTRACTOR's Bid Exhibit 00300A (pages 1 to 1, inclusive);   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages [ ] to [ ], inclusive);  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | d. Insurance Certificates;  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | e. ;  |
|                                     |                                     | 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. Written Amendments;  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | b. Work Change Directives;  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. Change Order(s).   |

- B. The documents listed in paragraph 9.01.A are incorporated by reference (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9. Any attachments within an appendix not listed in Article 9, are not part of the Contract Documents. The CONTRACTOR has limited reliance on these appendices, in accordance with the General Conditions.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.


10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions – NOT USED*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on the date the Award is approved by Linn Mar Community School District Board as acting on behalf of the OWNER.

OWNER: Linn Mar Community School District CONTRACTOR: Rathje Construction Company  
By: \_\_\_\_\_ By:   
\_\_\_\_\_  
(Title) Robert L. Rathje, President  
(Title)  
Date: \_\_\_\_\_ Date: 2/15/2022

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest



Address for giving notices:

Address for giving notices:

Linn Mar Community School District  
Learning Resource Center  
2999 N. 10<sup>th</sup> Street  
Marion, Iowa 52302

Rathje Construction Company  
305 44<sup>th</sup> Street  
Marion, Iowa 52302

License No. C099377  
License No. \_\_\_\_\_  
(Where applicable)

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Agent for service of process:

Robert L. Rathje

Designated Representative:

Designated Representative:

Name: Brent Jackman, P.E.  
Title: Principal  
Address: Hall and Hall Engineers  
1860 Boyson Road  
Hiawatha, Iowa 52233  
Phone: (319) 361-8579  
Email: brent@halleng.com

Name: Robert L. Rathje  
Title: President  
Address: Rathje Construction Co.  
P.O. Box 408  
Marion, IA 52302  
Phone: 319-377-3179  
Facsimile: 319-377-3827

### INSTRUCTIONS FOR EXECUTING CONTRACT

If the Agreement is to be signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. **In lieu of the foregoing certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.**

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures of the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, Mary L. Rathje, certify that I am the Secretary of the corporation named as CONTRACTOR herein above; that Robert L. Rathje, who signed the foregoing Agreement on behalf of CONTRACTOR was then President of said corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

  
(Corporate Seal)

END OF SECTION 00500



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Wilkins Elementary School Renovations 2127 27th Street Marion, Iowa 52302	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: March 11, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 006 Date: February 8, 2022
<b>OWNER:</b> <i>(Name and address)</i> Linn-Mar Community School District 2999 10th Street Marion, Iowa 52302	<b>ARCHITECT:</b> <i>(Name and address)</i> Shive-Hattery, Inc. 1193930 2839 Northgate Drive Iowa City, Iowa 52245	<b>CONTRACTOR:</b> <i>(Name and address)</i> Tricon General Contractor 2245 Kerper Blvd. Suite 2 Dubuque, Iowa 52001

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Additional painting due to color change per COR 23R – ADD \$214.14.


The original Contract Sum was	\$ 823,000.00
The net change by previously authorized Change Orders	\$ 26,030.52
The Contract Sum prior to this Change Order was	\$ 849,030.52
The Contract Sum will be increased by this Change Order in the amount of	\$ 214.14
The new Contract Sum including this Change Order will be	\$ 849,244.66

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be the same.

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

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

<u>Shive-Hattery, Inc.</u> <b>ARCHITECT</b> <i>(Firm name)</i>	<u>Tricon General Contractor</u> <b>CONTRACTOR</b> <i>(Firm name)</i>	<u>Linn-Mar Community School District</u> <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
<u>Tandi Brannaman, Architect</u> <b>PRINTED NAME AND TITLE</b>	<u>Ron Richard, President</u> <b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>
<u>February 8, 2022</u> <b>DATE</b>	<b>DATE</b>	<b>DATE</b>



[www.triconcg.com](http://www.triconcg.com)

746 58th Ave Ct SW  
Cedar Rapids, IA 52404  
P 866.588.9516

Corporate Office  
2245 Kerper Blvd  
Suite 2  
Dubuque, IA 52001  
P 563.588.9516  
F 563.588.9519

December 16, 2021

Tandi Brannaman  
Shive-Hattery, Inc.  
2839 Northgate Dr  
Iowa City, IA 52245

Project: Wilkins Elementary Classroom Renovations  
Re: COR # 23R

Additional cost for additional painting per attached.

Ty-Co Painting, Inc	200.00
OHP	10.00
General Liability Insurance	1.04
Bond	3.10
<b>Total</b>	<b>\$ 214.14</b>

Approved by:

Travis Runde

Travis Runde – Tricon Construction

12/16/21

Date

Tandi Brannaman – Architect

Linn-Mar Community School District

Date

12-23-21

Date