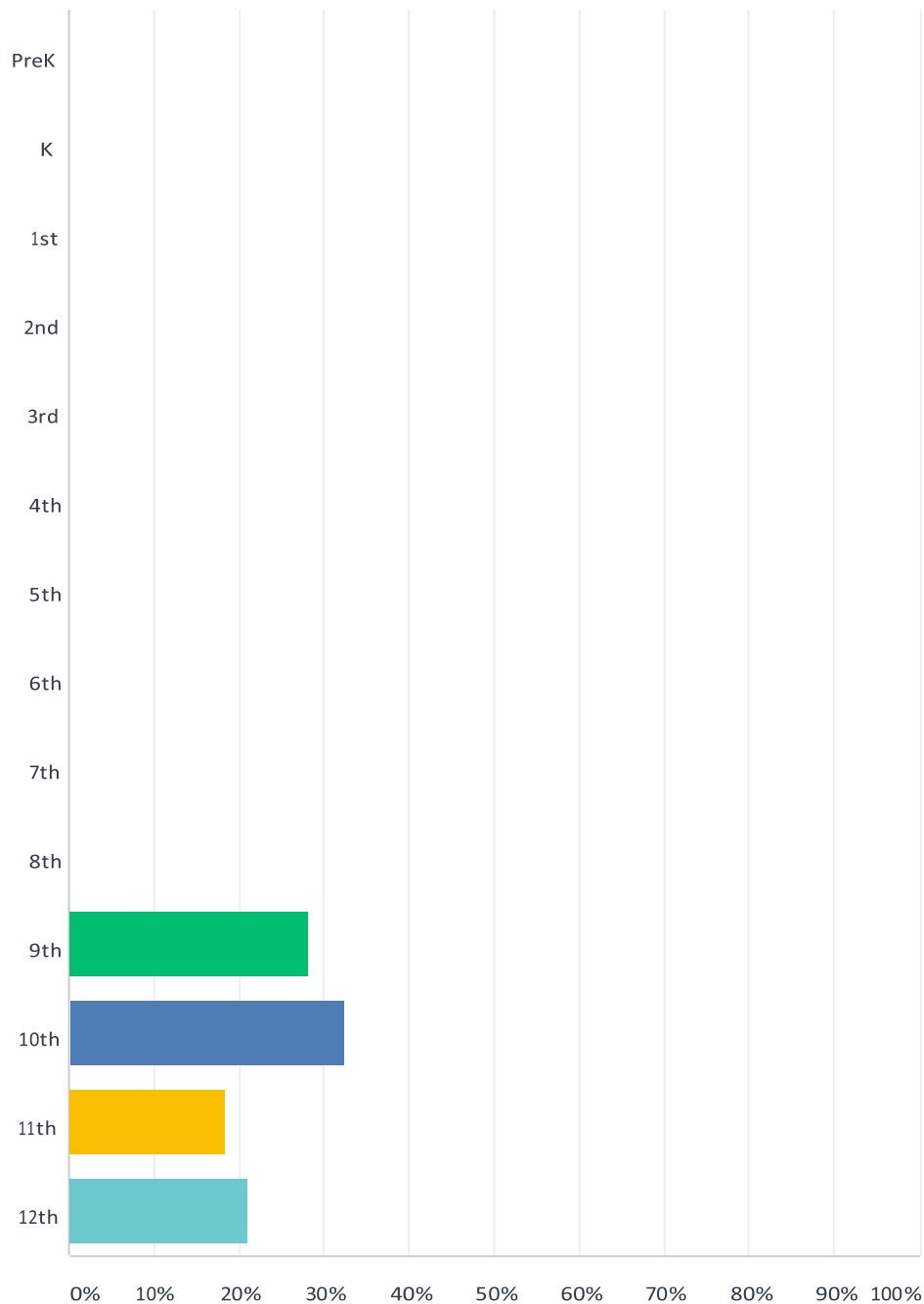


Q10 What grade are you in?

Answered: 142 Skipped: 6



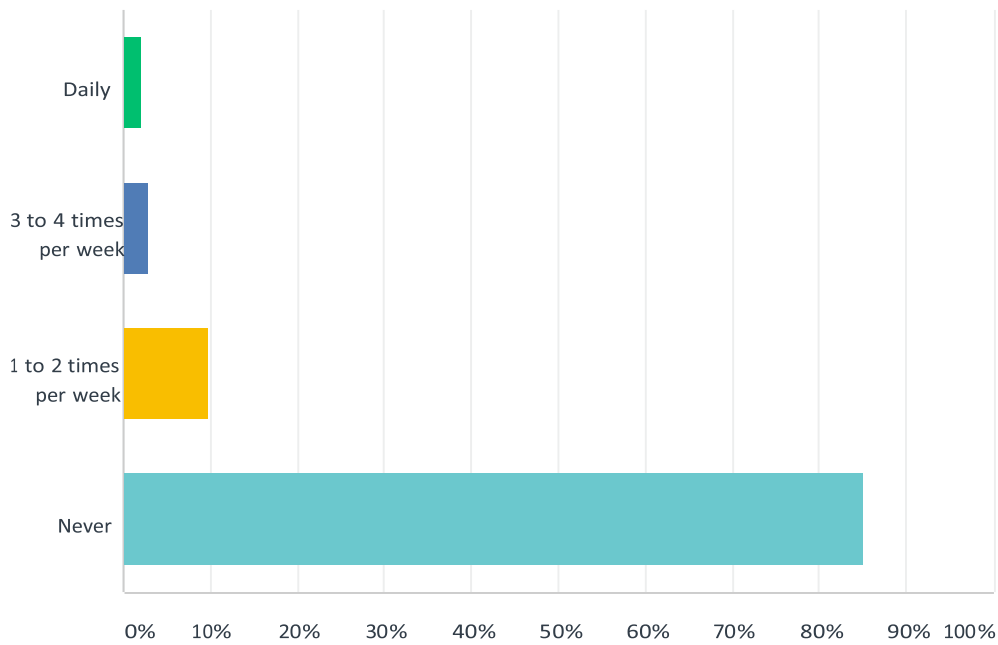
ANSWER CHOICES	RESPONSES	
PreK	0.00%	0
K	0.00%	0
1st	0.00%	0
2nd	0.00%	0
3rd	0.00%	0

Charles City Community Schools Food Service Survey 2021, High School

4th	0.00%	0
5th	0.00%	0
6th	0.00%	0
7th	0.00%	0
8th	0.00%	0
9th	28.17%	40
10th	32.39%	46
11th	18.31%	26
12th	21.13%	30
TOTAL		142

Q11 How often do you eat breakfast at school?

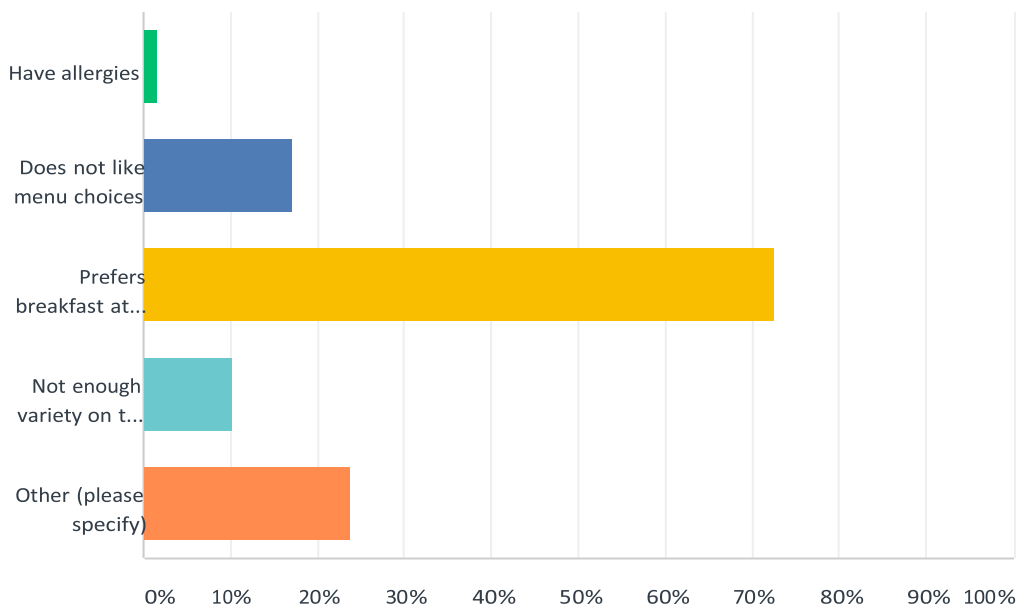
Answered: 141 Skipped: 7



ANSWER CHOICES	RESPONSES	
Daily	2.13%	3
3 to 4 times per week	2.84%	4
1 to 2 times per week	9.93%	14
Never	85.11%	120
TOTAL		141

Q12 Why do you not eat breakfast at school? Choose all that apply.

Answered: 117 Skipped: 31



ANSWER CHOICES	RESPONSES
Have allergies	1.71% 2
Does not like menu choices	17.09% 20
Prefers breakfast at home	72.65% 85
Not enough variety on the breakfast menu	10.26% 12
Other (please specify)	23.93% 28

Total Respondents: 117

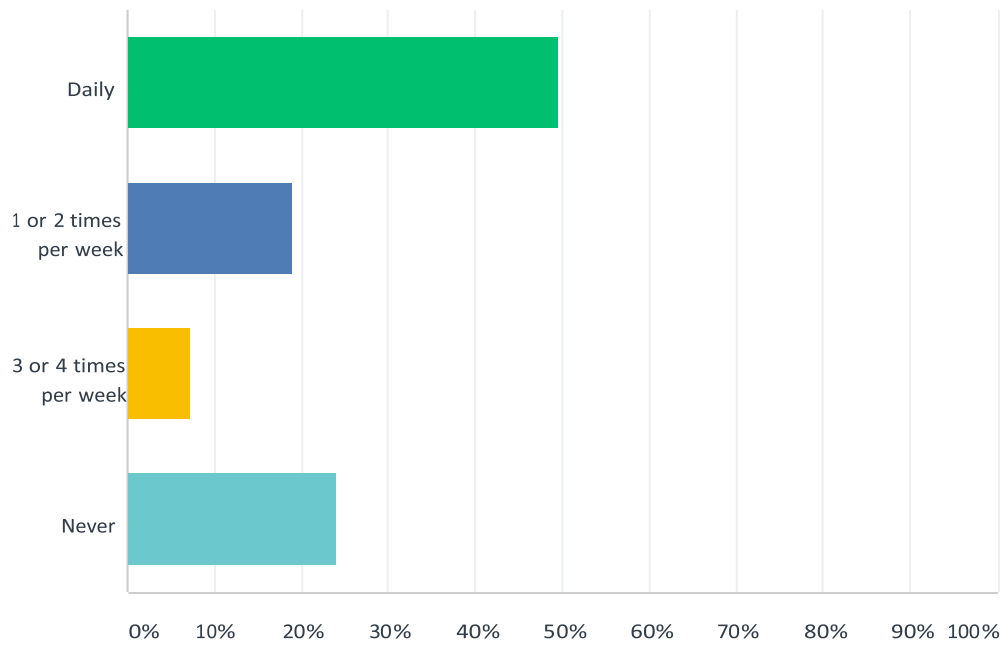
#	OTHER (PLEASE SPECIFY)	DATE
1	I don't eat breakfast	3/29/2021 11:15 AM
2	Don't show up for breakfast	3/27/2021 12:51 PM
3	Because I eat breakfast at home	3/25/2021 1:32 PM
4	i dont get to school until 2 minutes before the bell rings	3/25/2021 12:59 PM
5	i dont eat	3/25/2021 10:30 AM
6	Dont get to school on time	3/25/2021 8:26 AM
7	Don't come to school until 2nd period	3/24/2021 8:51 PM
8	Not at school early enough	3/24/2021 8:37 PM
9	I am school to you	3/24/2021 3:57 PM

Charles City Community Schools Food Service Survey 2021, High School

10	not severed after first period	3/24/2021 2:37 PM
11	I have never been given a school id or given a number to be able to buy from the lunch room	3/24/2021 2:36 PM
12	Im STY now	3/24/2021 2:04 PM
13	I don't have time to eat here in the morning.	3/24/2021 1:03 PM
14	I don't eat breakfast.	3/24/2021 1:01 PM
15	I don't like to eat breakfast	3/24/2021 1:01 PM
16	I don't like eating breakfast	3/24/2021 1:01 PM
17	dont eat brekfast	3/24/2021 1:00 PM
18	i don't eat breakfast	3/24/2021 1:00 PM
19	I don't eat breakfast	3/24/2021 1:00 PM
20	I don't eat breakfast	3/24/2021 1:00 PM
21	The food tastes bad and they don't give you a lot	3/24/2021 1:00 PM
22	i really just don't like eating breakfast	3/24/2021 12:59 PM
23	not enough time to get there	3/24/2021 12:59 PM
24	Eat at home	3/24/2021 12:59 PM
25	I don't get there in time	3/24/2021 12:59 PM
26	I'm always late and forget it's there.	3/24/2021 12:53 PM
27	i don't eat in the mornings	3/24/2021 12:52 PM
28	STY	3/24/2021 12:51 PM

Q13 How often do you eat lunch at school?

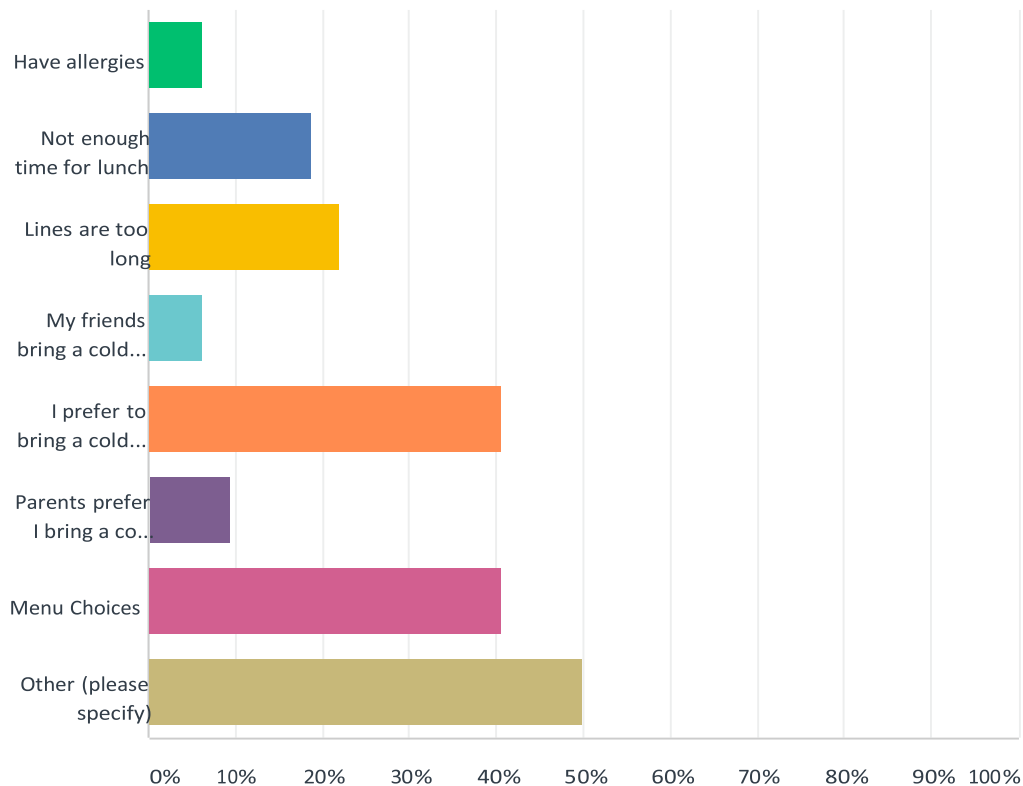
Answered: 137 Skipped: 11



ANSWER CHOICES	RESPONSES	
Daily	49.64%	68
1 or 2 times per week	18.98%	26
3 or 4 times per week	7.30%	10
Never	24.09%	33
TOTAL		137

Q14 Why do you bring a cold lunch from home? Choose all that apply.

Answered: 32 Skipped: 116



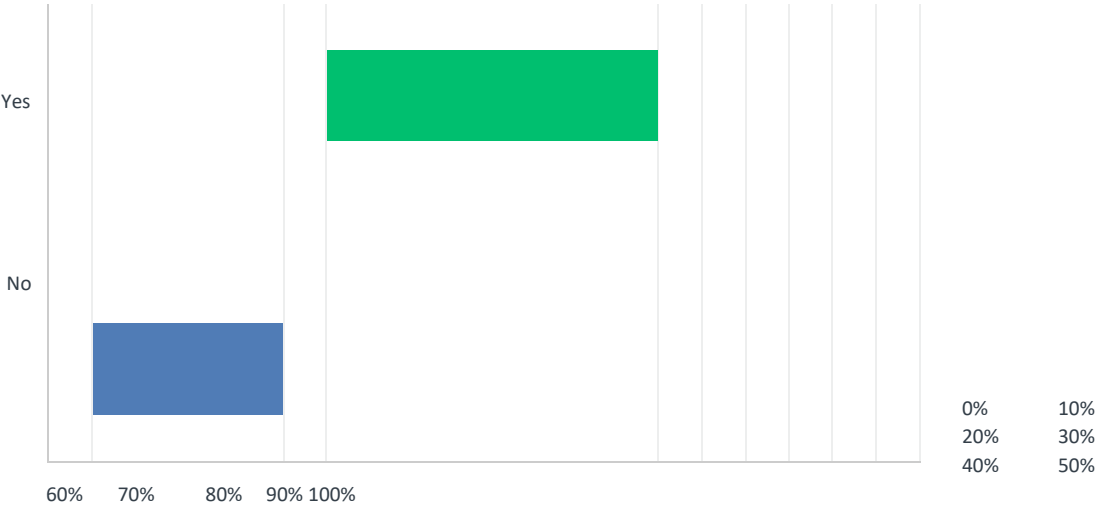
ANSWER CHOICES		RESPONSES	
Have allergies		6.25%	2
Not enough time for lunch		18.75%	6
Lines are too long		21.88%	7
My friends bring a cold lunch		6.25%	2
I prefer to bring a cold lunch		40.63%	13
Parents prefer I bring a cold lunch		9.38%	3
Menu Choices		40.63%	13
Other (please specify)		50.00%	16
Total Respondents: 32			
#	OTHER (PLEASE SPECIFY)	DATE	
1	I don't	3/29/2021 9:29 AM	
2	My class is after lunch	3/27/2021 12:52 PM	
3	I bring a small snack or I don't eat	3/25/2021 11:40 AM	

Charles City Community Schools Food Service Survey 2021, High School

4	i dont	3/25/2021 10:31 AM
5	I make food	3/24/2021 9:51 PM
6	food quality and I go home	3/24/2021 7:03 PM
7	I leave after my last which is before lunch	3/24/2021 3:15 PM
8	I've never been given an ID or a number to eat lunch	3/24/2021 2:37 PM
9	Im STY lol	3/24/2021 2:04 PM
10	Open campus	3/24/2021 1:54 PM
11	The food is not good quality	3/24/2021 1:06 PM
12	The food is not good quality	3/24/2021 1:03 PM
13	I prefer not to eat at school.	3/24/2021 1:03 PM
14	I just don't like school foods	3/24/2021 1:01 PM
15	No offence but the lunch here is nasty	3/24/2021 1:01 PM
16	STY	3/24/2021 12:51 PM

Q18 Would you be excited to have your lunch period back to pre-Covid?

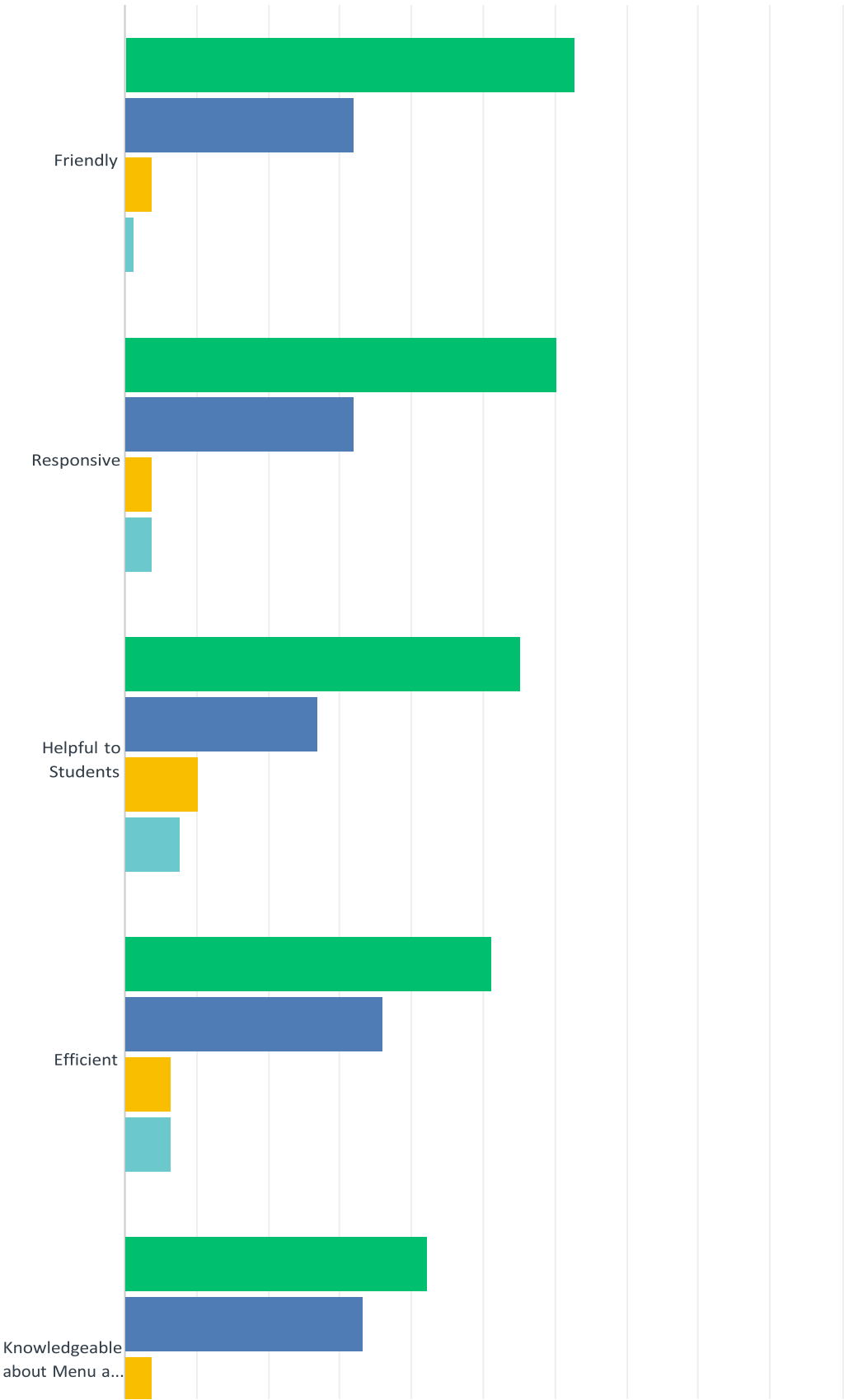
Answered: 78 Skipped: 70



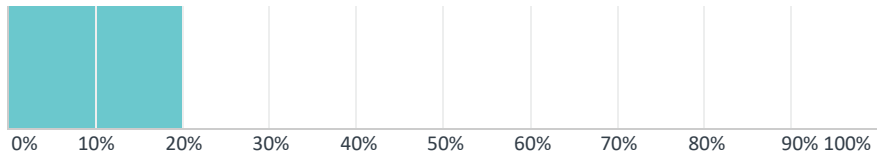
ANSWER CHOICES		RESPONSES	
Yes		67.95%	53
No		32.05%	25
TOTAL			78

Q19 Please rate the food service team:

Answered: 78 Skipped: 70



Charles City Community Schools Food Service Survey 2021, High School



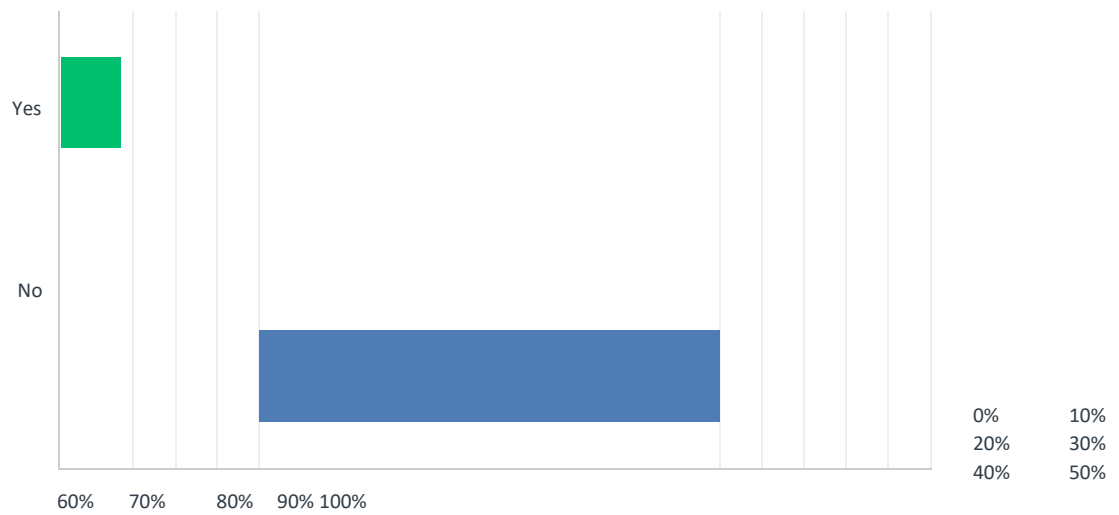
■ Always
 ■ Most of the time
 ■ Seldom
 ■ I don't know

	ALWAYS	MOST OF THE TIME	SELDOM	I DON'T KNOW	TOTAL	WEIGHTED AVERAGE
Friendly	62.82% 49	32.05% 25	3.85% 3	1.28% 1	78	1.44
Responsive	60.26% 47	32.05% 25	3.85% 3	3.85% 3	78	1.51
Helpful to Students	55.13% 43	26.92% 21	10.26% 8	7.69% 6	78	1.71
Efficient	51.28% 40	35.90% 28	6.41% 5	6.41% 5	78	1.68
Knowledgeable about Menu and Food Items	42.31% 33	33.33% 26	3.85% 3	20.51% 16	78	2.03

Q20 Do you know Taher has a mobile menu app - Food4Life App?

Answered: 111

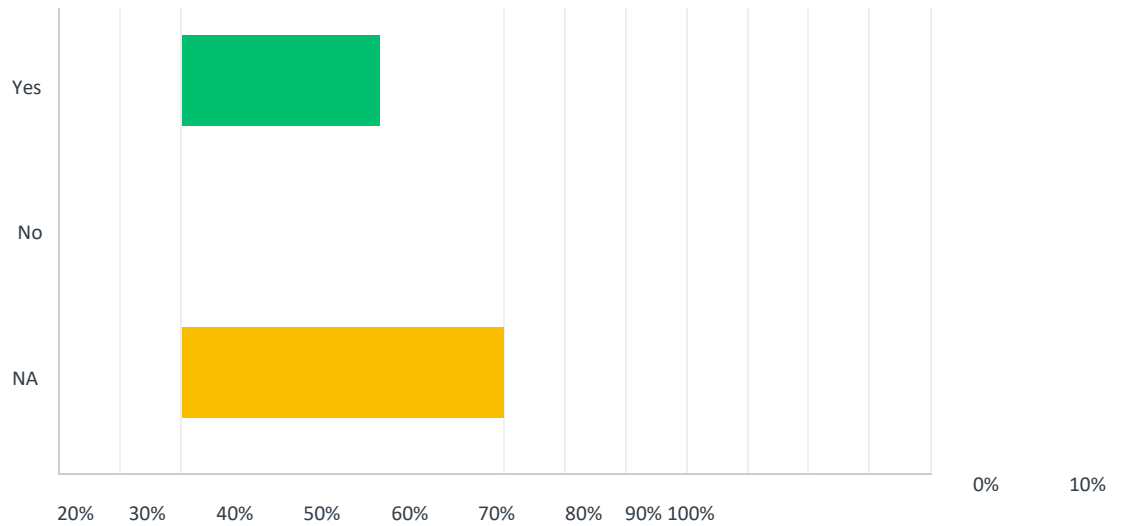
Skipped: 37



ANSWER CHOICES	RESPONSES	
Yes	7.21%	8
No	92.79%	103
TOTAL		111

Q21 Do you find the App easy to navigate?

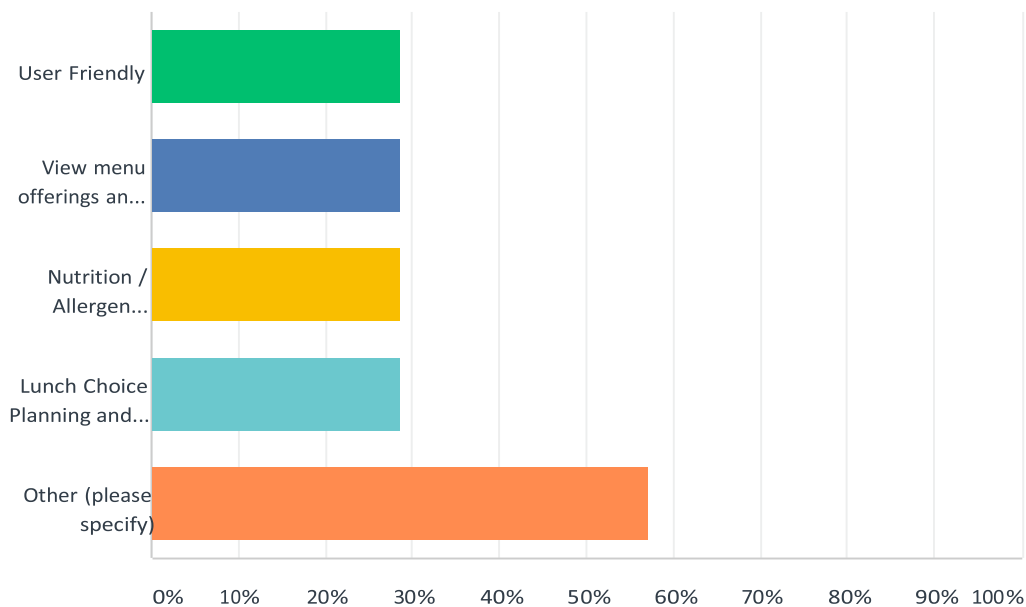
Answered: 7 Skipped: 141



ANSWER CHOICES	RESPONSES	
Yes	42.86%	3
No	0.00%	0
NA	57.14%	4
TOTAL		7

Q22 What are your favorite features of the app? (choose all that apply)

Answered: 7 Skipped: 141



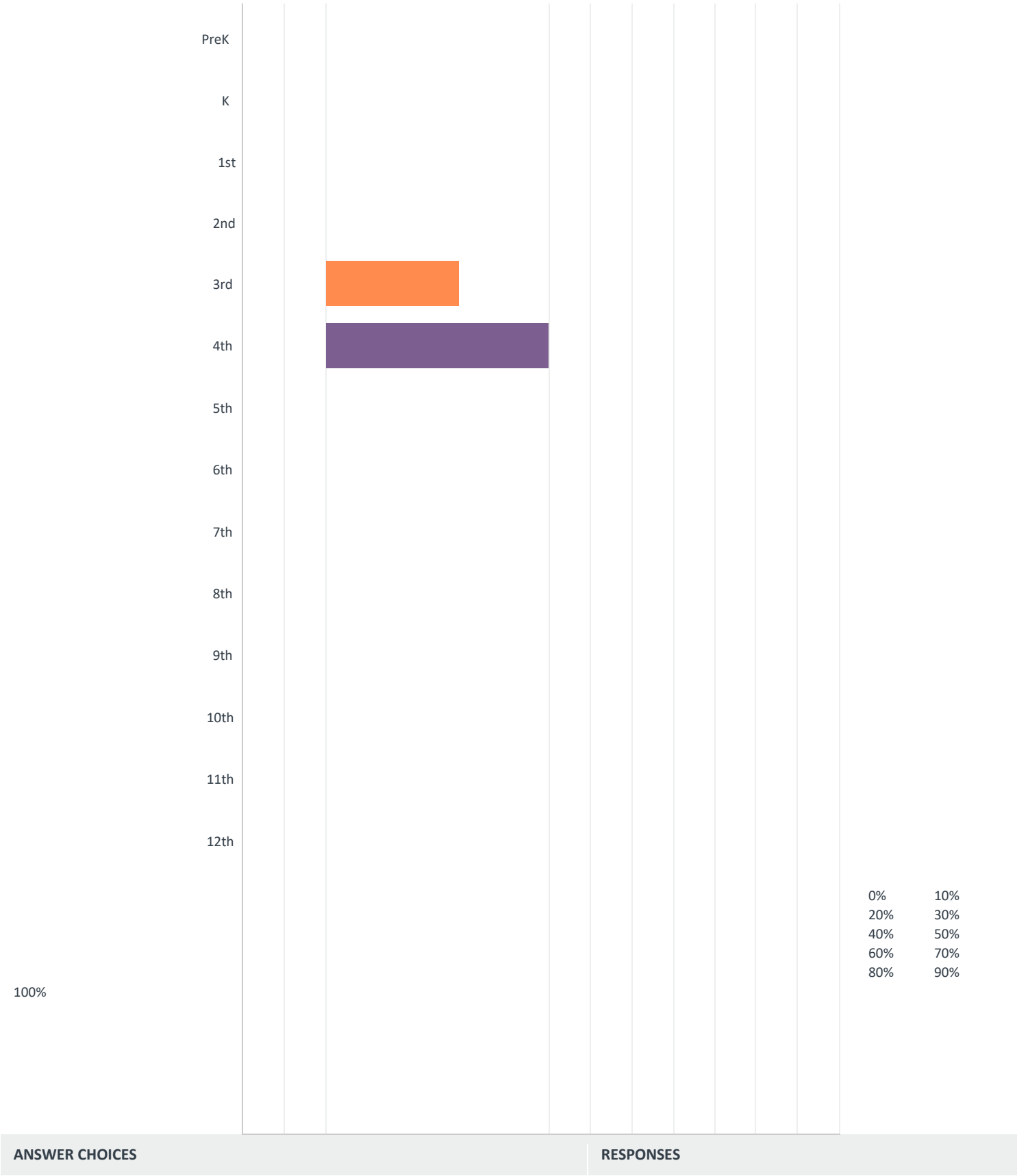
ANSWER CHOICES	RESPONSES
User Friendly	28.57% 2
View menu offerings any time	28.57% 2
Nutrition / Allergen Information	28.57% 2
Lunch Choice Planning and Conversation	28.57% 2
Other (please specify)	57.14% 4

Total Respondents: 7

#	OTHER (PLEASE SPECIFY)	DATE
1	I don't have the app	3/29/2021 11:21 AM
2	Don't use the app	3/25/2021 9:09 AM
3	I don't use the app	3/24/2021 2:22 PM
4	don't use	3/24/2021 2:15 PM

Q10 What grade are you in?

Answered: 132 Skipped: 10

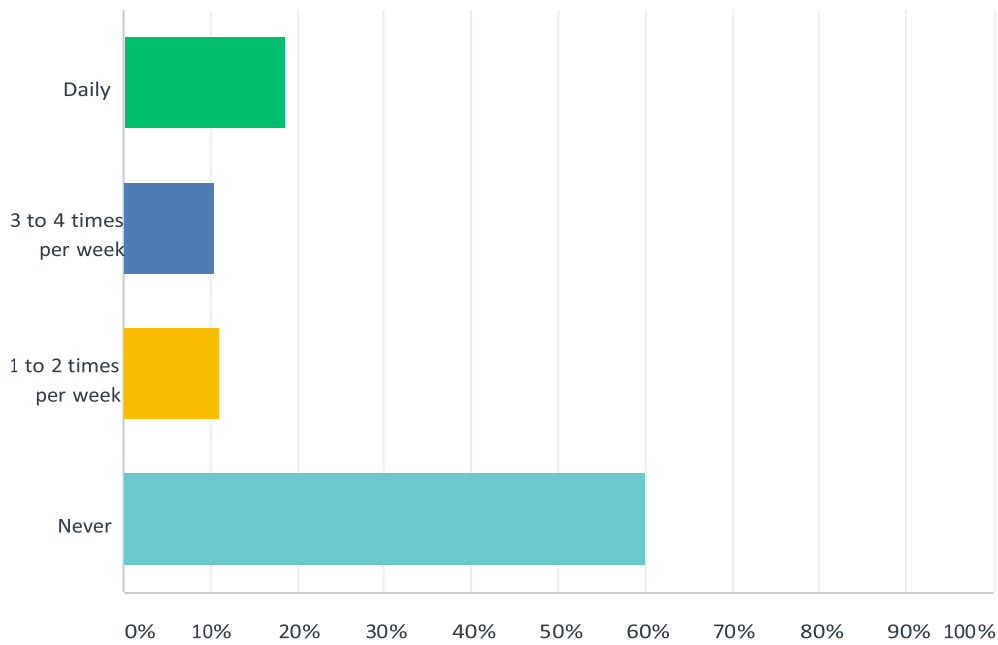


Charles City Community Schools Food Service Survey 2021_Elementary

PreK	0.00%	0
K	0.00%	0
1st	0.00%	0
2nd	0.00%	0
3rd	42.42%	56
4th	57.58%	76
5th	0.00%	0
6th	0.00%	0
7th	0.00%	0
8th	0.00%	0
9th	0.00%	0
10th	0.00%	0
11th	0.00%	0
12th	0.00%	0
TOTAL		132

Q11 How often do you eat breakfast at school?

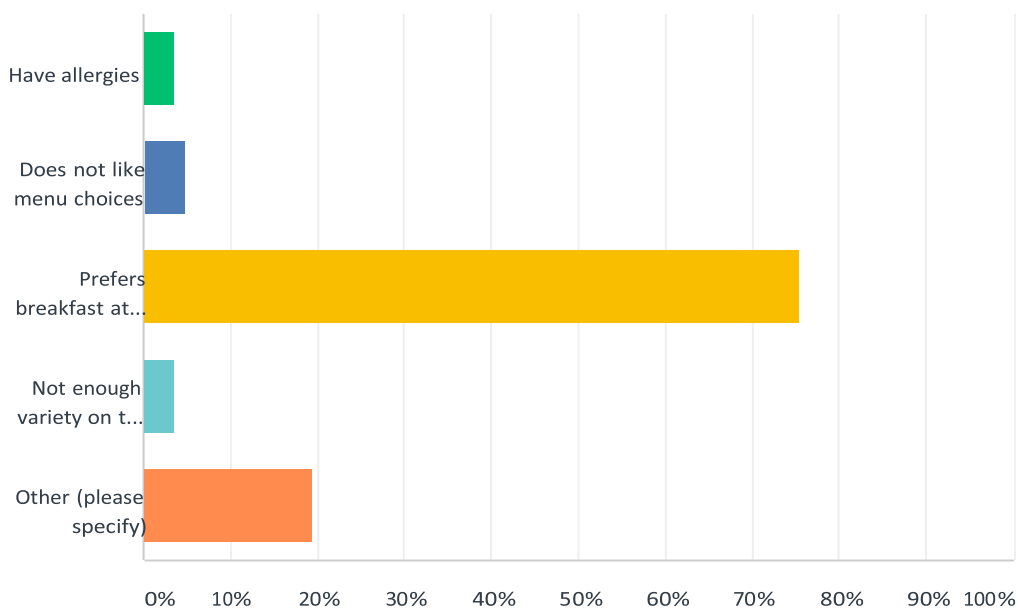
Answered: 135 Skipped: 7



ANSWER CHOICES	RESPONSES	
Daily	18.52%	25
3 to 4 times per week	10.37%	14
1 to 2 times per week	11.11%	15
Never	60.00%	81
TOTAL		135

Q12 Why do you not eat breakfast at school? Choose all that apply.

Answered: 82 Skipped: 60



ANSWER CHOICES	RESPONSES
Have allergies	3.66% 3
Does not like menu choices	4.88% 4
Prefers breakfast at home	75.61% 62
Not enough variety on the breakfast menu	3.66% 3
Other (please specify)	19.51% 16

Total Respondents: 82

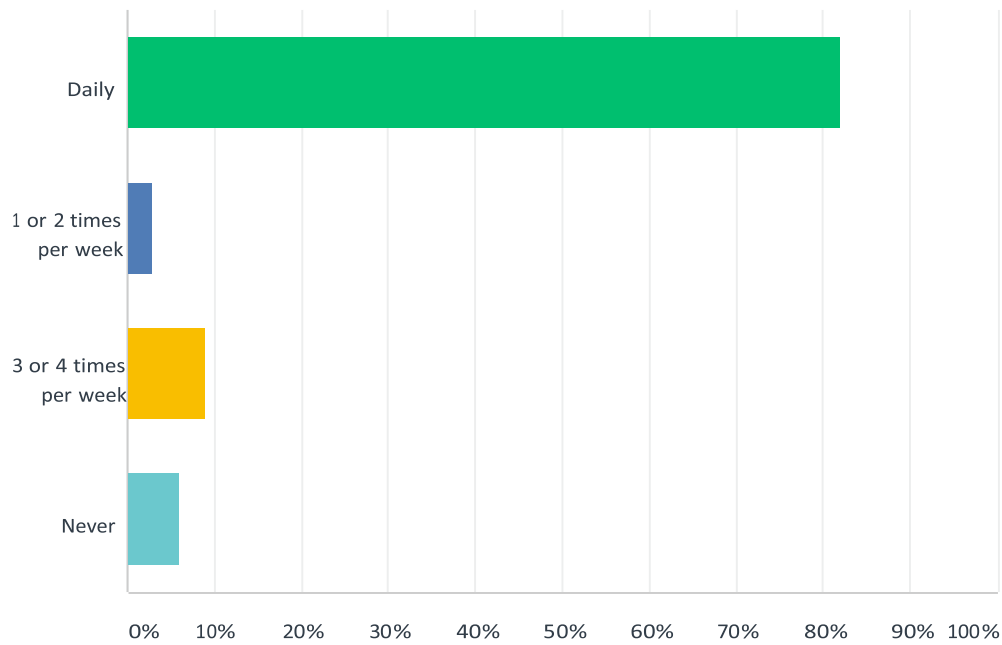
#	OTHER (PLEASE SPECIFY)	DATE
1	N.A	3/30/2021 8:55 AM
2	don't like to eat breakfast	3/30/2021 8:50 AM
3	not hungry for breakfast	3/26/2021 10:57 AM
4	I ride the bus in the morning so, we don't get enough time to eat breakfast	3/26/2021 10:57 AM
5	don't eat breakfast	3/26/2021 10:56 AM
6	I am not a breakfast person	3/26/2021 10:55 AM
7	eat at home	3/24/2021 8:59 PM
8	i dont like to eat in the mornings	3/24/2021 2:49 PM
9	don't wake up early enough	3/24/2021 2:46 PM

Charles City Community Schools Food Service Survey 2021_Elementary

10	i dont like to eat in the mornings	3/24/2021 2:46 PM
11	because i have time at home to eat	3/24/2021 2:46 PM
12	never get to school in time to eat at school.	3/24/2021 2:46 PM
13	sometimes it does not have what I like	3/24/2021 2:46 PM
14	I am fine eating at home	3/24/2021 2:45 PM
15	cause i dont want it	3/24/2021 2:33 PM
16	i dont ever eat breakfast	3/24/2021 1:20 PM

Q13 How often do you eat lunch at school?

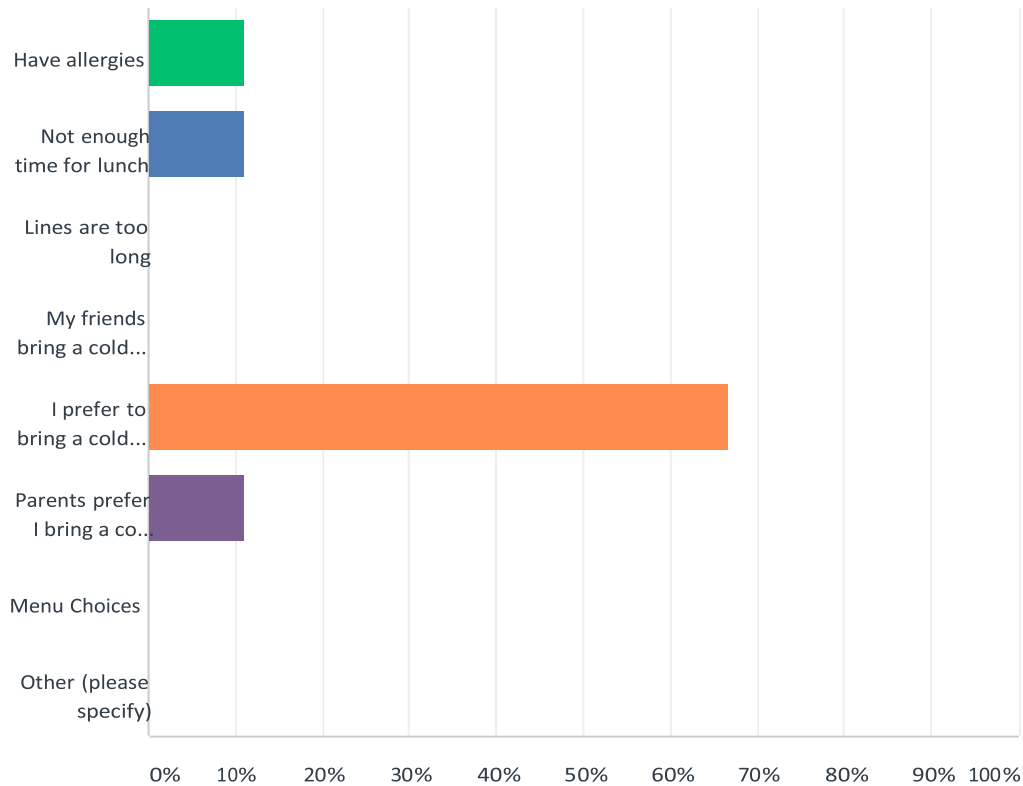
Answered: 133 Skipped: 9



ANSWER CHOICES	RESPONSES	
Daily	81.95%	109
1 or 2 times per week	3.01%	4
3 or 4 times per week	9.02%	12
Never	6.02%	8
TOTAL		133

Q14 Why do you bring a cold lunch from home? Choose all that apply.

Answered: 9 Skipped: 133

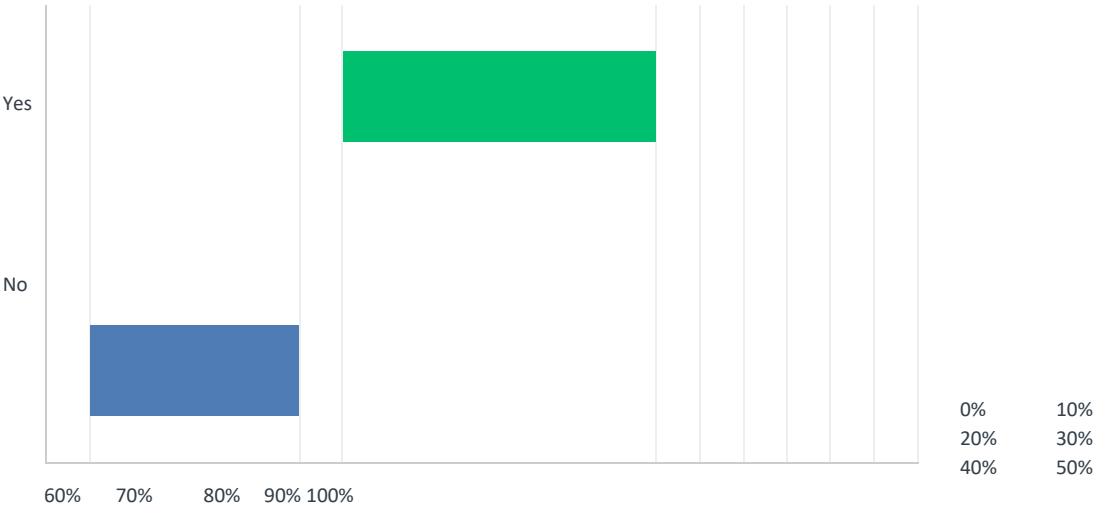


ANSWER CHOICES		RESPONSES	
Have allergies		11.11%	1
Not enough time for lunch		11.11%	1
Lines are too long		0.00%	0
My friends bring a cold lunch		0.00%	0
I prefer to bring a cold lunch		66.67%	6
Parents prefer I bring a cold lunch		11.11%	1
Menu Choices		0.00%	0
Other (please specify)		0.00%	0
Total Respondents: 9			
#	OTHER (PLEASE SPECIFY)	DATE	

There are no responses.

Q18 Would you be excited to have your lunch period back to pre-Covid?

Answered: 123 Skipped: 19



ANSWER CHOICES		RESPONSES	
Yes		65.85%	81
No		34.15%	42
TOTAL			123



True Love or Not? Why Standards Based Hiring Works

April 2021



The Big Idea

Character, Competence, and Chemistry

Essential Questions

What do we value (who are we)?

What does the job require (responsibilities)?

What can be measured in the selection (legal/predictive)?

SUCCESS CRITERIA

I will:

1. Understand the concept of Character, Competence, and Chemistry in hiring
 -
2. Understand how multiple points of evidence/data suppresses bias
3. Understand the importance of first impressions
4. Understand the concept of Standards Based Hiring
5. Have a basic understanding of effective hiring tools

The Tightrope and Tension of Effectiveness vs. Efficiency



If we went with extremely EFFECTIVE: This would be the MOST effective hiring process: The Bachelorette. However even it only has a 30% success rate.

But let's be honest....

Many schools go to the extreme on efficiency:

1. Brief unstructured interview
2. Minimal references

However, the risk of losing top candidates due to procrastination is real. How do we walk the “tightrope” of efficiency vs. effectiveness? Answer: FUNNELING

Just remember....

Districts with slow or inefficient processes likely put themselves at risk for missing out on highly qualified candidates.

Source: [http://tntp.org/assests/documents/missedopportunities.pdf?files/missed opportunities.pdf](http://tntp.org/assests/documents/missedopportunities.pdf?files/missed%20opportunities.pdf)

Research shows bias is everywhere and impacts decision making

1. Experts are not good at guessing! 49% success rate due to bias
2. Experts are more effective at analyzing data and evidence to make educated decisions
3. First person bias, confirmation bias, settling in hiring, attractiveness, likeability, similarity, and gut instinct
4. Teacher turnover is one of the biggest detriments to school improvement
5. Is lazy a bias?

Sources: (Delli & Vera, 2003) (Heath & Heath, 2013) (Darling-Hammond, 2010)

[Sources Can Be Found By Clicking this Link](#)

Research shows bias is everywhere and impacts decision making

1. **Halo Effect:** When a positive impression of a single characteristic interferes with objectively
2. **Horn Effect:** When a negative impression of a single characteristic interferes with assessing other areas.
3. **Primacy Effect:** Giving too much weight to past events and discounting more recent information.
4. **Recency Effect:** Giving too much weight to short-term events and discounting past information.
5. **Central Tendency:** Failing to differentiate by routinely giving an average rating.
6. **Extreme Responding:** Failing to differentiate by consistently giving very high or very low ratings.
7. **Personal Bias:** Allowing values, beliefs, assumptions, or prejudices to affect ratings.
8. **Similar-to-Me Effect:** Giving preference to individuals perceived as having a similar background, interests, or personality.
9. **Contrast:** Basing an assessment of performance on how well an individual performs relative to another employee.

Source: Tony Bagshaw and Thom Griffith, Battelle for Kids

Principles of Hiring

EVIDENCE/DATA DRIVEN

- Job Description/Criteria
- Multiple points of evidence
- Rubrics to assess evidence (to suppress bias)

We hire with true love in mind.

FIRST IMPRESSIONS

- Invitational
- Authentic
- We want all of the people to be yes!

What are people saying about you and your brand when they leave?



Hiring is Hard

But it's a lot more fun than firing.

Turn and talk....

Mentors talk about a time you went through a remediation plan and/or termination process. What was harder? Hiring or firing? How did it make you feel? What advice do you have?

THE MULTIPLE POINTS OF EVIDENCE PROCESS

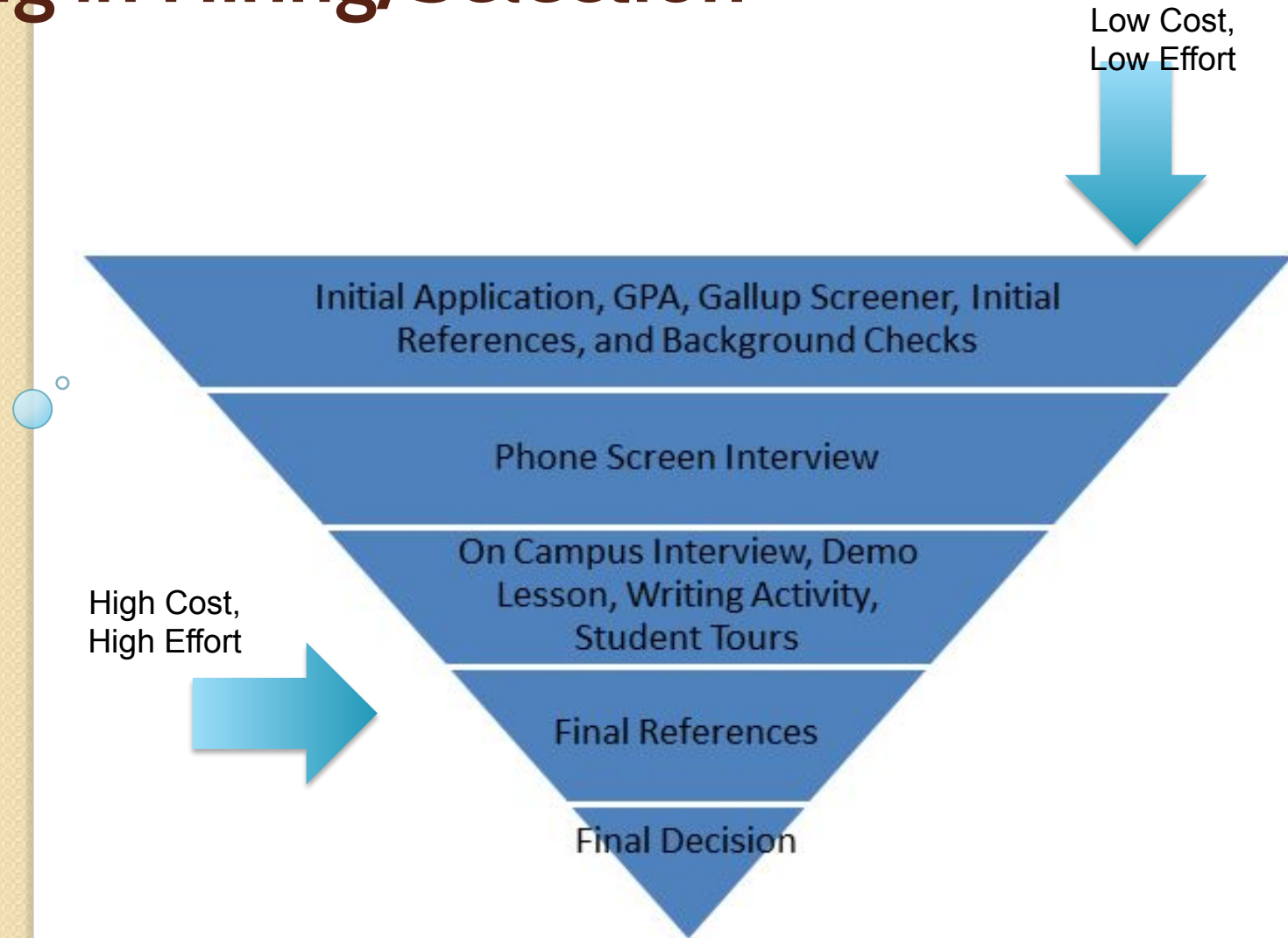


MULTIPLE POINTS OF EVIDENCE PROCESS

Key Concepts

- Reliability: The degree to which the selection process yields stable results. (Can the process replicate results?)
- Validity: How well does the selection process produce results that are aligned to the job-specific requirements associated with the position? (Does it measure what it is meant to measure?)
- Past practice predicts future performance
- Funneling

Funneling in Hiring/Selection



Spend the most time and cost with your most promising candidates!

MULTIPLE POINTS OF EVIDENCE

PROCESS

1. Review of application materials, especially **content GPA**
2. Background Checks
3. Initial References
4. **Phone Interviews**
5. **On Campus Interviews**
6. **Demonstration/Performance Tasks**
7. **Writing Activities**
8. **Interaction with students through tours/lessons**
9. Settling in Hiring
10. Final References (Rule of 3)

RED=Least Reliable Most Bias

GREEN=Most Reliable Least Bias

Impressions Matter!

Negative Experience

- 9% would not purchase services/products
- 22% tell others not to work there
- 42% never consider employment in the future

Positive Experience

- 23% more likely to purchase services or products
- 37% would actively tell others to seek employment there
- 56% would consider applying for a job there in the future

Source: "Seventy Five Percent of Workers Who Applied to Jobs Through Various Venues in the Last Year Didn't Hear Back From Employers." CareerBuilder.com February 20, 2012

Turn and Talk

- How are you making your organization and community magnetic? How is it attracting people? What might you do differently?



FIRST IMPRESSIONS AND BRANDING

1. Invitational
2. Authentic
3. Animated Hospitality
4. Approachable/reachable
5. Never rushed; no matter how poor
6. Sell your community! It's a lifestyle choice
7. Always follow up with all candidates

WE WANT A YES! WE WANT THEM
TO LOVE US NO MATTER THE FINAL
DECISION

FINAL THOUGHTS-AVOID THESE BLUNDERS

1. Inconsistent hiring teams during a process
2. Chatty Cathy and Pushy Paul
3. Unstructured interviews
4. Unable to defend the hiring/selection process against the Job Description
5. Letting the team make final decisions
6. No-No questions-stay to the script!
7. DON'T SETTLE! NO 17's!

RISK MANAGEMENT-You don't want to talk to the OCR or EEOC

FINAL THOUGHTS


This process will work with schools big and small. It has little dependency on any of the district systems.

My biggest suggestion regardless of size: AASPA and BFK

FINAL THOUGHTS

- The longest legacy you leave behind is the people you hire.

FINAL THOUGHTS

Mike Fisher,
 Cheerleader in Chief

Charles City Community Schools
Charles City, Iowa
Cell-319 415 3426
superintendent@charlescityschools.org
@ccityedleader

2021 Charles City High School and Carrie Lane Graduates

Last Name	First Name	
Aikey	Nicholas	
Alton	Damien	
Anderson	Gillian	
Avelar	Xavier	CL
Baldus	RoseMarie	
Barry	Kaden	
Bauer	Alexander	
Beach	Dominick	
Biggerstaff	Jackson	
Bill	Quincy	
Bjelica	Evan	
Bogue	Zach	CL
Boyd	Rebecca	
Chapman	Jeremiah	
Collins	Caden	
Concepcion	Nicole	
Connell	Camryn	
Connerley	Austin	
Cooper	Antwone	
Cother	Ashlynn	
Cross	Allie	
DeBoest	Donald	
Ebel	Douglas	
Estaris	Ivane	
Farley	Daniyah	
Faulkner	Ally	
Field	Carrie	
Field	Paul	
Flood	Michaela	
Fritz	Keisha	
Gallup	Marissa	
Gebel	Sadie	
Gerleman	Jasmine	
Girkin	Nathan	
Gonzalez	Saul	
Goodsite	AlecZander	
Graeser	Zachary	
Groesbeck	Josephine	
Hallett	Ryan	

Last Name	First Name	
Hanson	Carter	
Haus	Morgan	
Heitz	Trever	
Hermanson	Christina	
Hervert	Josiah	
Heyer	Justin	
Houck	Alana	
House	Devin	CL
Huffman	Jarrett	
Ibarra	Luis	
Jaeger	Roush	
Jensen	Aaron	
Johnson	Kitarra	CL
Johnston	Carter	
Jones	Lakiya	CL
Juarez	Angel	
Kakac	Cameron	
Kapping	Adison	
Kellogg	Kayla	
Kellogg	Koyer	
Kilby	Karter	
King	Kaylee	
Laube	Daniel	
Laue	Joshua	
Laws	Tyrese	CL
Litterer	Nia	
Mahler	Katie	
Maloy	Toni	
Martin	Olivia	
Masamba	Israel	
McCann	Connor	
McKeag	Libbie	
McKenna	Jacob	
McWilliams	Kellie	
Merta	Avery	
Mitchell	Sarah	
Moss	Jadon	
Nettleton	Sofie	
Nettleton III	Joseph	
Neuroth	Tyler	CL
Patrie	Rylie	

Last Name	First Name	
Patten	Kolten	
Perez	Emma	
Peterson	Sydney	
Reetz	Danielle	
Reh Jr	Michael	
Ritter	Jarrett	
Ritzman	Nicholas	
Rodemaker	Aliya	
Roethler	Drew	
Roney	Emma	
Ross	Brianna	
Ross	Sydney	
Rutherford	Jacquelyn	
Ruzicka	Cael	
Sande	Mandi	
Severin	Payton	
Siverly	Breanna	
Slinger	Hope	
Smith	Cameron	
Smith	Jamal	
Spieker	Sydney	
Staudt	Alec	
Staudt	Drew	
Stephens	Bryanna	
Stevenson	Carly	
Stock	Danielle	
Thompson	Lydia	
Uriostegui	Antonio	
Usher	Lilly	
Viers	Heather	
Walls	Ricki	CL
Weber	Olyviah	CL
Weber	Owen	
White	Cole	
White	Megan	CL
Willadsen	Brittany	
Williams	Cade	
Williams	Rhianna	
Wilson	William	
Wolford	Eliza	
Wortham	Porter	

AGREEMENT BETWEEN

Charles City Community School District
AND

Synergy Physical Therapy & Sports Medicine

THIS AGREEMENT made and entered into this 8th day of April, 2021, by and between Charles City Community School District, hereinafter called the "District" and Synergy Physical Therapy & Sports Medicine, hereinafter called "Firm."

WHEREAS, the District wishes to obtain the services of the Firm to perform sports medicine services for the three-year period beginning July 1, 2021 and ending June 30, 2024 at the prices quoted in this agreement; and

WHEREAS, the Firm is equipped and staffed to perform the above sports medicine services; and

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the Firm will:

- A. Provide services as described for a period of 35 hours per week.
- B. Begin work on the sports medicine services as specifically agreed upon with the District.
- C. Perform all work in accordance with applicable services standards.
- D. Provide access to working papers to any services performed for District students during the period of the agreement.

2. Total Annual Service Fees -

Year 1 - fiscal year 2022 \$ 50,000

Year 2 - fiscal year 2023 \$ 52,000

Year 3 - fiscal year 2024 \$ 55,000

Hourly fees for services not included: \$35/ hr.

Describe out of pocket expenses, if any Any supplies needed to supply services. These may include but are not limited to protective tapings, wraps and braces, etc.

3. Termination of Agreement:

- A. The District may terminate this contract without notice if the Firm fails to perform the covenants or agreements contained herein.
- B. The Firm shall be paid for all work satisfactorily performed to the date of termination.

IT WITNESS THEREOF, District and Firm have executed this AGREEMENT as of the date indicated below:

Firm

District

By Kurt Waldenbach

By _____

Title Owner

Title _____

Synergy Physical Therapy & Sports Med.

Date April 8, 2021

Date _____



April 8, 2021

Mike Fisher, Charles City Community School District, Superintendent;
Terri O'Brien, Charles City Community School District, Director of Finance;
Charles City Community School District Board of Education;

Thank you for the opportunity for Synergy Physical Therapy & Sports Medicine to submit this proposal for what I expect will be an exciting joint venture with the Charles City Community School District.

Synergy Physical Therapy & Sports Medicine opened in Charles City in 2015 and since has expanded to clinic locations in Sheffield, Osage and most recently, Mason City. Our Charles City location is located at 318 North Main Street and currently employs three physical therapists and two physical therapist assistants. In Charles City, Synergy treats, on average, 500 patients per month. Synergy guarantees compliance with all regulatory requirements to engage in the practice of sports medicine in Iowa. A copy of our liability policy is attached.

Synergy was founded on the belief that we can provide high quality individualized care in an inviting and comfortable environment while exceeding patient expectations. The staff at Synergy strive to be leaders in sports medicine and training by offering new and innovative treatment techniques benefiting students, patients, coaches, school employees and parents. We create a positive environment in which students can excel and experience personal satisfaction and growth. The team at Synergy values the opportunity to serve and support your school through collaboration with your staff, students and parents to promote health and active lifestyles.

Our proven success with similar sports coverage services with the West Fork Community School, Osage Community School, Rudd Rockford Marble Rock Community School and recent contract with Charles City Community School have proven how a collaboration with a school district and Synergy Physical Therapy & Sports Medicine can be beneficial for all parties involved.

Synergy currently has three Certified Athletic Trainers on staff. We are confident we will be able to provide the highest quality performance and care. Synergy has an administrative structure that is followed to ensure that all services are adequately performed. Reporting will be done to the facility manager who will also ensure that back up personnel is available in the event of absence.

Services provided would include, but not limited to the following:

- Provide athletic health care for high school sporting events on a schedule cooperatively determined by Synergy PT and the school athletic director.

SYNERGY PHYSICAL THERAPY & SPORTS MEDICINE
318 NORTH MAIN STREET, CHARLES CITY IA 50616 T (641)715-1230 F (641)715-1231

- Supervise multisport practices and weight room activities.
- Serve as a liaison between the team physician, the athlete, the athlete's parents, and coaching staff.
- Assist with prevention of injuries including education for athletes and student trainers.
- Will provide for the prevention of athletic injuries through the application of protective tapings, wraps and braces.
- Provide emergency care and first aid including availability of necessary equipment, communications procedures for emergency situations, and prompt, accurate triage.
- Evaluate acute and chronic injuries and refer to the team physician or specialist where appropriate. Help decide if a player may return to competition following an injury.
- Provide education and supervise on-site experience for students interested in the athletic training field.
- May advise and assist with equipment purchases and fittings.
- Assist with concussion protocol, baseline testing, etc.

We are enthusiastic about the introduction of our new **"Strength and Conditioning Ambassador Program"**. This program's goal is designed to increase students' knowledge in the weight room so they can become leaders among their peers. A select group of students from each class is chosen by the Synergy staff in a combined effort with the school administrators, teachers, and coaches. At the completion of the program, one senior ambassador is selected by class leaders and school administrators/coaches for a potential scholarship as a reward for their dedication and leadership. The program covers, but not limited to the following:

- Education and training on anatomy of basic muscle groups for the core lifts.
- Strength, endurance, and hypertrophy.
- Biomechanics and importance of muscle contraction methods.
- Form for basic exercises.
- Injury prevention exercises and specific techniques.

Annual fees for services for Year 1- \$50,000; Year 2-\$52,000; Year 3- \$55,000 with an hourly fee of \$35/hr. Any out of pocket expenses would be supplies needed to supply services. These may include but are not limited to protective tapings, wraps and braces, etc. Invoices for services will be billed monthly on the first business day of the month.

Synergy started out on a strong desire to provide the highest quality care for athletes and people of the community by owner and founder, Kurt Walderbach. I have been a practicing physical therapist with 30+ years experience and 25 years as an advanced clinical practitioner with special certification in Sports Medicine from the American Physical Therapy Association and became Iowa's first Sports Certified Specialist. I am also a certified Athletic Trainer and have a master's degree in business administration. I am highly motivated, and the Charles City community would be getting a known commodity in my desire to provide the quality and skills that have become the key components to Synergy's success. As a native to North Iowa, I think you will find my work ethic, commitment, and passion for excellence second to none.

Thank you in advance and we look forward to this opportunity.

Kurt Walderbach

Kurt Walderbach, MBA, PT, SCS, ATC
Synergy Physical Therapy & Sports Medicine, Owner

THIRD EXTENSION TO FIXED PRICE AGREEMENT

THIRD EXTENSION TO AGREEMENT dated as of the first day of July 2021, by and between Charles City Community School District, 500 N. Grand Ave., in the city of Charles City, Iowa hereinafter referred to as the School Food Authority (SFA) and Taher, Inc. 5570 Smetana Drive, Minneonka, MN, hereinafter referred to as the Food Service Management Company (FSMC)

Indicate first day of school when reimbursable meals will be offered:

THE PARTIES AGREE AS FOLLOWS

WHEREAS, the parties hereto were parties to an agreement dated as of 4-23-18(date of original bid), where in the FSMC agreed to provide food service management to the SFA's school buildings in Charles City, Iowa; and

WHEREAS, the parties desire to further extend the term of the Agreement for an additional one year period commencing July 1, 2021 and ending June 30, 2022 upon the same terms and conditions set forth in the Agreement as amended herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed and expressed in the Agreement, it is mutually covenanted and agreed by and between the parties hereto as follows:

PRICING

Section 6, of the Agreement is deleted in its entirety and the following substituted in lieu thereof:

1. Fee per NSLP Lunch Meal: \$3.57
2. Fee per SFSP Lunch Meal (if applicable): \$3.57

Note to SFA—evaluate Sections to determine if there are changes to be made. Also evaluate any other changes that the SFA would choose to make that *do not* materially affect the contract.

REAFFIRMATION

Except for the amendment set forth in Paragraph 1 above, the parties hereto reaffirm the Agreement as initially set forth in its entirety.

ACKNOWLEDGEMENT

Each apart hereto acknowledges that it has no actual knowledge of breach by the other party as of the date of this THIRD] Extension to the Agreement.

IN WITNESS WHEREOF, the parties have executed this THIRD Extension to Agreement as of the day and year written below.

SCHOOL FOOD AUTHORITY

CHARLES CITY COMMUNITY SCHOOL DISTRICT

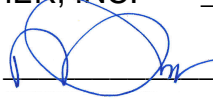
By: _____

Title: BOARD PRESIDENT

Date: _____

FSMC

TAHER, INC. _____

By:  _____ Bruce Taher

Title: _CEO_____

Date: 4/6/2021 _____

Proceedings

DISTRICT--Please include the Agenda Item in the agenda you prepare in accordance with District rules and in compliance with Iowa Code Chapter 21.

Fill in the blanks for attendance and voting on pages 1-3. President and Secretary sign pages 4 and 26. Also, Secretary completes Certificate on page 27.

ITEMS TO INCLUDE ON AGENDA

CHARLES CITY COMMUNITY SCHOOL DISTRICT

\$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of Same.
- Approval of Tax Exemption Certificate.
- Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of 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.**

April 26, 2021

The Board of Directors of the Charles City Community School District, State of Iowa, met in _____ session, in the Charles City High School Library, 1 Comet Drive, Charles City, Iowa, at 6:15 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPOINTING PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME" and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

* * * * *

Board Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Motion adopted.

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$7,892,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE REFUNDING BONDS, SERIES 2021, OF THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS," and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

* * * * *

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES,
IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND
TRANSFER AGENT, APPROVING THE PAYING AGENT, BOND
REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING
THE EXECUTION OF SAME

WHEREAS, pursuant to the provisions of Iowa Code Section 423E.5 and Chapter 423F, \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds"), dated May 11, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of Bonds and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered Bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the School Board and UMB Bank, N.A.:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CHARLES CITY COMMUNITY SCHOOL DISTRICT:

Section 1. That UMB Bank, N.A. of West Des Moines, Iowa, is appointed to serve as Paying Agent, Bond Registrar, and Transfer Agent in connection with the issuance of \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021, dated May 11, 2021.

Section 2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is approved and that the President and Secretary of the Board of Directors are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 26th day of April, 2021.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF
ISSUANCE AND SECURING THE PAYMENT OF \$7,892,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE
REFUNDING BONDS, SERIES 2021, OF THE CHARLES CITY COMMUNITY
SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF
CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING
FOR A METHOD OF PAYMENT OF SAID BONDS

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, the Board of Directors of the Charles City Community School District, State of Iowa, (the "Issuer" or "School District") is currently entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure, the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the Issuer pursuant to Iowa Code Section 423F.2, as amended, and which taxes are and will continue to be collected as set forth therein and said revenues have not been pledged and are available for the payment of revenue bonds, subject to the following premises; and

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, and an election duly held in accordance therewith on November 5, 2019, the Board of Directors of the Charles City Community School District, State of Iowa, is currently entitled to spend School Infrastructure Tax Revenues for "school infrastructure" purposes; and

WHEREAS, the School District has complied with the provisions of Iowa Code Section 423F.4 by holding a public hearing on December 14, 2020, with notice published not less than ten nor more than twenty days ahead of that hearing, and did not receive a petition requesting an election on the question of issuing the Bonds; and

WHEREAS, to refund the Refunded Bonds (as hereinafter defined) is hereby found and declared to be an eligible "school infrastructure project" within the meaning of the proposition approved by the electors of the Issuer, and the designated portion of the School Infrastructure Sales, Services and Use Tax Revenue to be used for such projects shall be allocated first to the repayment of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds issued for the purposes of the Project (as hereinafter defined); and

WHEREAS, Issuer proposes to issue its School Infrastructure Sales Services and Use Tax Revenue Refunding Bonds, Series 2021, in the amount of \$7,892,000 (the "Bonds") for the purpose of defraying the costs of the Project, and to pay costs of issuance; and

WHEREAS, pursuant to the provisions of Iowa Code Chapters 423E and 423F, the above-mentioned Bonds were authorized to be issued and sold and action should now be taken to issue the Bonds conforming to the terms and conditions of the best bid received at the sale; and

WHEREAS, it presently appears that the benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the School District by refunding the Refunded Bonds (as hereinafter defined).

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CHARLES CITY COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF FLOYD AND CHICKASAW, STATE OF IOWA:

Section 1. Definitions. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Act" shall mean Iowa Code Chapters 423E and 423F, as from time to time amended and supplemented.
- "Additional Bonds" shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Bonds in accordance with the provisions of this Resolution.
- "Bond(s)" shall mean \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021, authorized to be issued by this Resolution.
- "Bond Fund" shall mean the Sinking Fund.
- "Bond Proceeds" shall mean the amount actually received from the sale of the Bonds and paid to the Issuer on the Closing Date.
- "Closing Date" shall mean the date of the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Debt Service Fund" shall mean the Sinking Fund.
- "Economic Refunding" shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Bonds or the Outstanding Bonds in accordance with Section 19 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the refunded bonds; (ii) shall not have a payment in any Fiscal Year (through maturity of the new bonds) that is greater than the payment on the Bonds or Outstanding Bonds being refunded, and (iii) shall not extend the final maturity of the refunded bonds.
- "Escrow Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the Issuer. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year

and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.

- "Governing Body" shall mean the Board of Directors of the School District.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants, an independent financial advisor, or the Auditor of State.
- "Issuer" and "School District" shall mean the Charles City Community School District.
- "Original Purchaser" shall mean First Security Bank & Trust Co., Charles City, Iowa.
- "Parity Bonds" shall mean School Infrastructure Sales, Services and Use Tax Revenue Bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Bonds herein authorized to be issued and shall include Additional Bonds as authorized to be issued under the terms of this Resolution.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Permitted Investments" shall mean any investments permitted in Iowa Code Chapter 12B or Section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Bonds or project costs.
- "Project" shall mean to refund the Refunded Bonds as authorized by the electors at the election held November 5, 2019 and the Act.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate and as provided in Section 20 of this Resolution.
- "Refunded Bonds" shall mean \$5,470,000 of the \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds issued July 11, 2013, Series 2013 and \$3,135,000 of the \$4,800,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds issued October 1, 2015, Series 2015, as set forth in Schedule A attached to this Resolution.
- "Refunding Bonds" shall mean the Bonds.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the

duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Reserve Fund" shall mean the reserve fund established in Section 15 of this Resolution.

- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum amount of the principal and interest coming due on any Additional Bonds secured by the Reserve Fund; (b) 10% of the stated principal amount of any Additional Bonds secured by the Reserve Fund (for issues with original issue discount the issue price as defined in the Tax Exemption Certificate shall be substituted for the stated principal amount) or (c) 125% of the average principal and interest coming due on any Additional Bonds secured by the Reserve Fund. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue. The Bonds are not secured by a Reserve Fund.

- "Revenue Fund" shall mean the revenue fund established in Section 15 of this Resolution.

- "School Infrastructure Tax" shall mean the School District's portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Iowa Code Section 423F.2, as amended.

- "School Infrastructure Tax Revenues" shall mean all of the revenues received by the School District in each Fiscal Year from the imposition of the School Infrastructure Tax (including, without limitation, any revenues received by the School District from interest and penalties on delinquent collections of the School Infrastructure Tax).

- "Secretary" shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

- "Sinking Fund" shall mean the sinking fund established in Section 15 of this Resolution.

- "State" shall mean the State of Iowa.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

- "Yield Restricted" shall mean any amount required to be invested at a yield that is not materially higher than the yield on the Bonds under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Bonds authorized by this Resolution shall be issued pursuant to Iowa Code Section 423E.5 and Iowa Code Chapter 423F and be in compliance with all applicable provisions of the Constitution and laws of the State of Iowa.

Section 3. Authorization and Purpose. There shall be issued negotiable, serial, fully registered, School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds of the Charles City Community School District, in the of Counties of Floyd and Chickasaw, State of Iowa, in the aggregate amount of \$7,892,000 for the purpose of paying costs of the Project and costs of issuance.

Section 4. Source of Payment. The Bonds herein authorized and the interest thereon shall be payable solely and only from the School Infrastructure Tax Revenues and shall be a first lien on the future School Infrastructure Tax Revenues received by the School District under the Act. The Bonds shall not be general obligations of the Issuer nor shall the Issuer's full faith and credit and taxing power be pledged to the payment thereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay the Bonds, except the School Infrastructure Tax Revenues pledged under this Resolution. The Issuer shall be in no manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment of the Bonds.

Section 5. Bond Details. School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 of the School District in the amount of \$7,892,000 are issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F for the aforesaid purposes, and the provisions of a subsequent purchase agreement which is approved and made a part hereof by reference. The Bonds shall be designated "SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE REFUNDING BOND, SERIES 2021," be dated May 11, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on January 1, 2022 and semiannually thereafter on the 1st day of July and January in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary, and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire, or electronic funds transfer to the registered owner of the Bond. The Bonds shall be in the denomination of \$100,000 or integral multiples of \$1,000 in excess thereof. Said Bonds shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity July 1</u>
\$7,892,000	1.370%	2029 ⁽¹⁾

⁽¹⁾ Term Bonds Maturing July 1, 2029. Bonds in the aggregate principal amount of \$7,892,000 shall be issued as Term Bonds maturing as to principal on July 1, 2029, shall bear interest at 1.370% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

<u>The 2029 Term Bond</u>		
<u>Principal Amount of Mandatory Redemption</u>	<u>Interest Rate</u>	<u>Date of Redemption July 1</u>
\$1,015,000	1.370%	2022
1,044,000	1.370	2023
1,059,000	1.370	2024
1,073,000	1.370	2025
1,088,000	1.370	2026
1,102,000	1.370	2027
1,117,000	1.370	2028
394,000	1.370	2029*

*Final Maturity

Section 6. Optional Redemption. Bonds may be called for optional redemption by the Issuer on any date and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the Board shall determine.

Section 7. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds (the "Registration Books"), and in no other way. UMB Bank, N.A. of West Des Moines, Iowa is hereby appointed as Bond Registrar under the terms of this Resolution and under

the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds and for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the canceled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall

forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 12. Form of Bond. Bonds shall be printed substantially in the form as follows:

(Form of Bond)

"Registered"

"Registered"

R-1

\$7,892,000

**STATE OF IOWA
CHARLES CITY COMMUNITY SCHOOL DISTRICT
COUNTIES OF FLOYD AND CHICKASAW
SCHOOL INFRASTRUCTURE SALES, SERVICES AND
USE TAX REVENUE REFUNDING BONDS, SERIES 2021**

<u>Rate</u>	<u>Maturity</u>	<u>Bond Date</u>
1.370%	July 1, 2029	May 11, 2021

The Charles City Community School District, in the Counties of Floyd and Chickasaw, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

**REGISTERED OWNER:
FIRST SECURITY BANK & TRUST CO.
FIN: _____**

or registered assigns, the principal sum of **SEVEN MILLION EIGHT HUNDRED NINETY TWO THOUSAND DOLLARS** in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender as provided in the Bond Resolution (hereafter described) at the designated office of UMB Bank, N.A. of West Des Moines, Iowa, Paying Agent of this issue, or successor with interest on the sum from the date hereof until paid at the per annum rate specified above, payable on January 1, 2022, and semiannually thereafter on the 1st day of July and January in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F, as amended, for the purpose of refunding the Refunded Bonds, in conformity with the Act and with the Resolution of the Board of Directors of the Issuer, duly passed and approved (the "Bond Resolution" or "Resolution"). For a complete statement of the revenues and funds from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the above-described Resolution. Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution.

Bonds may be called for optional redemption by the Issuer on any date and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

Term Bonds maturing in 2029 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on July 1 of the years 2022 to 2029, inclusive.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the Board shall determine.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms a part, and any Additional Bonds which may be hereafter issued and outstanding from time to time on a parity with said Bonds, as provided in the Bond Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in said Resolution. The Issuer covenants and agrees that it will allocate such School Infrastructure Tax Revenues to a Sinking Fund to meet the principal of and interest on this series of Bonds, and other bonds ranking on a parity therewith, as the same become due.

This Bond is not a general obligation of the Issuer nor is the Issuer's full faith and credit and taxing power pledged to the payment hereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay this Bond, except the School Infrastructure Tax Revenues pledged under the Resolution. Under no circumstances shall the Issuer be in any manner liable by reason of the failure of said School Infrastructure Tax Revenues to be sufficient for the payment hereof.

This Bond is a "qualified tax-exempt obligation" designated or deemed designated by the School District for purposes of Section 265(b)(3)(B) or (D) of the Internal Revenue Code of 1986, as amended.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said Issuer by its Board of Directors has caused this Bond to be signed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A. of West Des Moines, Iowa.

Date of authentication: **Closing Date**

This is one of the Bonds described in the Resolution, as registered by UMB Bank, N.A. of West Des Moines, Iowa.

UMB BANK, N.A. OF WEST DES MOINES,
IOWA, Registrar

BOARD OF DIRECTORS OF THE CHARLES
CITY COMMUNITY SCHOOL DISTRICT IN
THE COUNTIES OF FLOYD AND
CHICKASAW, STATE OF IOWA

By: (manual or facsimile signature)
President of the Board

ATTEST:

By: _____
Authorized signature

By: (manual or facsimile signature)
Secretary of the Board

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

(Seal)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) this Bond and constitutes and appoints _____ attorney in fact to transfer this Bond on the books kept for registration of this Bond, with full power of substitution in the premises.

Dated _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE GUARANTEED) _____

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent which may require signatures to be guaranteed by certain eligible guarantor institutions which participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

**ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST**

Section 13. Equality of Lien. The timely payment of principal of and interest on the Bonds and Parity Bonds shall be secured equally and ratably by the School Infrastructure Tax Revenues without priority by reason of number or time of sale or delivery; and the School Infrastructure Tax Revenues are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. Application of Bond Proceeds - Escrow Fund. There is hereby created an Escrow Fund, to be held by the Issuer, into which the Bond Proceeds shall be deposited. The Issuer shall 1) hold Bond Proceeds in a special and irrevocable fund, 2) invest proceeds only in cash or direct obligations of the United States, 3) apply Bond Proceeds and earnings to pay when due, all of the principal and interest due on the Refunded Bonds on July 1, 2021 and only in accordance with the terms and conditions of this Resolution, and 4) apply remaining Bond Proceeds to pay costs of issuance, with any surplus deposited in the Bond Fund to be used to pay a portion of the interest accruing on the Bonds on the first interest date. The Paying Agent is

authorized and directed to give notice of redemption to registered bondholders, and of the bond redemption, in substantially the form set forth in Schedule B and Schedule B-1 attached to this Resolution. Piper Sandler & Co., as Dissemination Agent, is authorized to provide electronic notice of such redemption to the Municipal Securities Rulemaking Board at <http://emma.msrb.org/>. All liability for interest on the Refunded Bonds shall cease, terminate, and be completely discharged as of July 1, 2021, as provided in the Resolution authorizing the issuance of the Refunded Bonds.

Any amounts on hand in the Escrow Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other School Infrastructure Tax Revenues shall be insufficient to the purpose, in which event such funds shall be repaid to the Escrow Fund at the earliest opportunity. Any balance on hand in the Escrow Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 15. Application of Revenues. From and after the delivery of any Bonds, and as long as any of the Bonds or Parity Bonds shall be outstanding and unpaid either as to principal or interest, or until all of the Bonds and any Parity Bonds then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, all of the receipts of the School Infrastructure Tax Revenues shall be deposited as collected with the Issuer in a special fund to be known as the Charles City Community School District School Infrastructure Sales and Services Tax Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

1. Sinking Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Bonds and any Parity Bonds, which shall be held by or on behalf of the Issuer. The fund shall be known as the School Infrastructure Sales, Services and Use Tax Revenue Bond Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then outstanding Bonds and Parity Bonds plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds and Parity Bonds as the same shall become due and payable. Accrued interest, if any, shall be deposited in the Sinking Fund.

2. Reserve Fund. Money in the Revenue Fund shall next be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement which shall be held by or on behalf of the Issuer if the issuance of Additional Bonds requires a Reserve Fund. If a Reserve Fund is established for any Additional Bonds, such Reserve Fund shall not secure the Bonds. Such fund shall be known as the School Infrastructure Sales, Services and Use Tax Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to one hundred percent of the amount required to be deposited in such month in the Sinking Fund;

provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Additional Bonds, if required, for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount. The Reserve Fund is not pledged or otherwise held for the benefit of the purchasers of the Bonds. A future Reserve Fund may be established for Additional Bonds to secure the repayment of such Additional Bonds at the option of the Issuer and the terms and conditions of the purchase of such Additional Bonds. Such future Reserve Fund shall not be pledged or otherwise held for the benefit of the purchasers of the Bonds.

3. Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the School Infrastructure Tax Revenues, but subordinate to the Bonds and Parity Bonds.

4. Surplus Revenue. Any remaining money may be used to pay or redeem any of the Bonds or Parity Bonds or may be used for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on or before the 15th day of each month, or on the next succeeding business day when the 15th shall not be a business day; and if in any month the money in the Revenue Fund (including the Sinking Fund or the Reserve Fund for Additional Bonds, if required), shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The Issuer may establish various subaccounts within each fund established by this Resolution.

Failure to make such allocation and payment without cure within thirty days shall constitute an event of default under this Resolution.

Section 16. Investments. Moneys on hand in the Escrow Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with the State Sinking Fund provided under Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the

Reserve Fund for Additional Bonds, if required. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund for Additional Bonds, if required, shall be segregated in a separate account but may be invested in the same manner as other funds of the School District but designated as a trust fund on the books and records of the School District. The Sinking Fund and Reserve Fund for Additional Bonds, if required, shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments in the Revenue Fund shall be regarded as School Infrastructure Tax Revenues.

Earnings on investments of the Escrow Fund shall be deposited in and expended from the Escrow Fund.

Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 17. Covenants of the Issuer. The Issuer hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds that:

a) The Issuer will administer, enforce and collect, or cause to be administered, enforced and collected, the School Infrastructure Tax Revenues and the School Infrastructure Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

b) The Issuer will keep or cause to be kept books and records showing the proceeds of the School Infrastructure Tax Revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records.

c) The Issuer shall, to the extent permitted by law, defend the validity and legality of this Resolution, the School Infrastructure Tax and the School Infrastructure Tax Revenues against all claims, suits and proceedings which would diminish or impair the School Infrastructure Tax Revenues as security for the Bonds.

d) The Issuer, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the School Infrastructure Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the Issuer, including, without limitation, the proper segregation of the proceeds of the Bonds and the School Infrastructure Tax Revenues and their application from time to time to the respective funds provided therefore.

e) At any and all times the Issuer shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and

assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the School Infrastructure Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the Issuer may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The Issuer, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the School Infrastructure Tax Revenues and other funds and accounts pledged hereunder and all the rights and every owner of any of the Bonds against all claims and demands of all persons whomsoever.

f) The Issuer, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Bond or other security payable from the School Infrastructure Tax Revenues might be prejudicially and materially impaired or diminished.

g) Each Issuer officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bond shall be conditioned upon the proper application of said moneys.

h) The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Bondholders upon request.

i) The Governing Body of the Issuer shall not take any action with respect to the Issuer's current Revenue Purpose Statement, as such term is used in Iowa Code Section 423F.3, authorizing the uses of the School Infrastructure Tax Revenues, as approved by the voters of the Issuer on November 5, 2019, which would impair the ability or authority of the Issuer to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds and Parity Bonds.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the Issuer with respect to the School Infrastructure Tax Revenues shall obligate the Issuer to undertake or perform any duty, task or obligation to be performed by the State of Iowa or a county or its Board of Supervisors under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 18. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds or Parity Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 19. Prior Lien and Parity Bonds; Subordinate Obligations. The Issuer will issue no other Additional Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Bonds or Parity Bonds.

Additional Bonds may be issued on a parity and equality of rank with the Bonds and any Parity Bonds with respect to the lien and claim of such Additional Bonds to the School Infrastructure Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

a) For the purpose of refunding any of the Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below.

b) For the purpose of refunding any Bonds or Parity Bonds outstanding, or for other lawful purposes, provided that, before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.20 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Bonds or Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of the revenues for such year may be adjusted by the Independent Auditor to reflect: (1) any revision of the rate of the School Infrastructure Tax as if such revision had been in effect during all of such preceding Fiscal Year; (2) the current level at which the State funds the Statewide Average Revenue Per Student then in effect for the year in which the Additional Bonds are issued. For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of revenues for such year may be adjusted by the Independent Auditor to reflect the most recent certified enrollment count of students for the School District.

c) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.

d) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

e) the Reserve Fund for the Additional Bonds, if required, must be fully funded as of the date of issue of the Additional Bonds.

The Issuer may not issue any bonds, notes, or other obligations that are subordinate to the Bonds ("Subordinate Obligations") unless it has obtained a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as provided in paragraph (b)(i) of this Section) were at least equal to the maximum amount that will be required in any Fiscal Year for both principal of and interest on all Bonds, Parity Bonds, or Subordinate Obligations then

outstanding which are payable from School Infrastructure Tax Revenues and the bonds, notes, or other obligations then proposed to be issued.

Section 20. Disposition of Bond Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Bonds it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Bonds, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the bonds to be classified as arbitrage bonds under Section 148 of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Bonds not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142 of the Internal Revenue Code of the United States, related statutes and regulations.

Section 21. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the Original Purchaser and the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the

owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 22. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to the Internal Revenue Code of the United States, as amended, the Bonds are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Bonds does not exceed the outstanding amount of the Refunded Bonds (\$7,817,522.50). The Issuer further represents that the Bonds are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. The aggregate face amount of the Bonds does not exceed Ten (10) Million Dollars.

For the sole purpose of qualifying the remainder of the Bonds (\$74,477.50) as "Qualified Tax Exempt Obligations" pursuant to the Internal Revenue Code of the United States, as amended, the Issuer designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax exempt government and Code Section 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 23. Discharge and Satisfaction of Bonds. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and

b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 24. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 25. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Bonds, amend or supplement this Resolution for any one or more of the following purposes:

- a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds or Parity Bonds; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Bonds;

- b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds or Parity Bonds from being includable within the gross income of the holders thereof for federal income tax purposes;

- c) to grant to or confer upon the holders of the Bonds or Parity Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the bondholders;

- d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

- e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 26. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Bonds at any time outstanding (not including in any case any bonds which may then be held or owned by or for the account of the Issuer, but including such refunding bonds as may have been issued for the purpose of refunding any of such bonds if such refunding bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;

- b) Materially affect the rights of the holders of less than all of the Bonds and Parity Bonds then outstanding; and

c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to affect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Secretary an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the governing body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Bonds and Parity Bonds.

Any consent given by the holder of a bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Secretary.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the bonds described in such certificate.

Section 27. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 28. Successor Clause. The Issuer will maintain its corporate existence, and in the event of reorganization of any kind, the resolutions and the obligations of the Issuer are binding upon any successor or assigns.

Section 29. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 26th day of April, 2021.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF FLOYD)

I, the undersigned Secretary of the Board of Directors of the Charles City Community School District, in the Counties of Floyd and Chickasaw, 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 _____, 2021.

Secretary of the Board of Directors of the
Charles City Community School District

SCHEDULE A

REFUNDED BONDS

\$10,000,000 principal amount of School Infrastructure Sales, Services and Use Tax Revenue Bonds, dated July 11, 2013, of which \$6,075,000 in principal amount is now outstanding and of which \$5,470,000 is being currently refunded and scheduled to mature on July 1, 2022 to July 1, 2029, inclusive, and bearing interest as follows:

Maturity Schedule for Series 2013 Refunded Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Numbers*</u>
July 1, 2022	\$620,000	2.400%	159792 AJ9
July 1, 2023	635,000	2.650%	159792 AK6
July 1, 2024	650,000	2.850%	159792 AL4
July 1, 2025	670,000	3.050%	159792 AM2
July 1, 2026	690,000	3.150%	159792 AN0
July 1, 2027	710,000	3.250%	159792 AP5
July 1, 2028	735,000	3.400%	159792 AQ3
July 1, 2029	760,000	3.500%	159792 AR1

**No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.*

\$4,800,000 principal amount of School Infrastructure Sales, Services and Use Tax Revenue Bonds, dated October 1, 2015, of which \$3,485,000 in principal amount is now outstanding and of which \$3,135,000 is being currently refunded and scheduled to mature on July 1, 2029, and bearing interest as follows:

Maturity Schedule for Series 2015 Refunded Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
July 1, 2029 *	\$3,135,000	2.520%

** Term Bond*

SCHEDULE B

NOTICE OF REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the Redemption Date.

Issuer: Charles City Community School District

Original Issue Amount: \$10,000,000

Bond Issue: School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013

Dated Date: July 11, 2013

Redemption Date: July 1, 2021

Redemption Price: Par, plus accrued interest to date of call

Bonds Called for Redemption

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Numbers*</u>
July 1, 2022	\$620,000	2.400%	159792 AJ9
July 1, 2023	635,000	2.650%	159792 AK6
July 1, 2024	650,000	2.850%	159792 AL4
July 1, 2025	670,000	3.050%	159792 AM2
July 1, 2026	690,000	3.150%	159792 AN0
July 1, 2027	710,000	3.250%	159792 AP5
July 1, 2028	735,000	3.400%	159792 AQ3
July 1, 2029	760,000	3.500%	159792 AR1

**No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.*

The above Bonds should be presented to the Paying Agent, UMB Bank, N.A. 1010408, Corporate Trust Bond Operations Department, 928 Grand, 4th Floor, Kansas City, Missouri. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

UMB Bank, N.A.
Registrar and Paying Agent

(End of Notice)

SCHEDULE B-1

NOTICE OF REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the Redemption Date.

Issuer: Charles City Community School District

Original Issue Amount: \$4,800,000

Bond Issue: School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015

Dated Date: October 1, 2015

Redemption Date: July 1, 2021

Redemption Price: Par, plus accrued interest to date of call

Bonds Called for Redemption

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
July 1, 2029 *	\$3,135,000	2.520%

** Term Bond*

The above Bonds should be presented to the Board Secretary, Charles City Community School District, 500 N. Grand Avenue, Charles City, Iowa 50616. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

Board Secretary, Charles City Community
School District

(End of Notice)

Paying Agent, Registrar, and Transfer Agent Agreement

DISTRICT--President and Secretary sign page 8. We will forward this on to the Registrar for signature.

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on May 11, 2021 by and between the Charles City Community School District hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021, dated May 11, 2021 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity

bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided, however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to

the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation: Chapters 76, 423E, 423F and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six

months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	Charles City Community School District Secretary of the Board of Directors 500 N. Grand Avenue Charles City, IA 50616
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29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals this 11th day of May, 2021.

CHARLES CITY COMMUNITY SCHOOL
DISTRICT, STATE OF IOWA, ISSUER

By: _____
President of the Board of Directors

ATTEST:

By: _____
Secretary of the Board of Directors

UMB BANK, N.A., as PAYING
AGENT/REGISTRAR

By: _____

(Title)

ATTEST:

By: _____

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

01868924-1\18087-032

Tax Exemption Certificate

DISTRICT--Treasurer signs page 19.

The Tax Exemption Certificate is an important document. The completed version will contain important information concerning the calculated yield on the Bonds and will contain a number of covenants and obligations on the part of the District. Your copy of this Certificate should be retained as a part of your permanent records.

Tax exemption is based in part upon the fact that the use of the facilities financed with the Bond proceeds will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax- exempt entity. The properties acquired with the proceeds must not be sold or diverted to any private or nonpublic use unless that action is reviewed by Bond Counsel.

In addition, you have certified that the school district reasonably expects to issue not more than \$15,000,000 of tax exempt bonds or obligations during calendar year 2021, and it will issue not more than \$5,000,000 of bonds or obligations for non-construction public purposes during calendar year 2021. The Tax Exemption Certificate sets forth the timely expenditure of the proceeds as you reasonably expect them to occur. If for any reason you find you will be prevented from expending the bond proceeds or if the District issues more than \$15,000,000 tax exempt obligations this calendar year, or more than \$5,000,000 tax exempt obligations during the calendar year for non-construction public purposes as specified in the Tax Exemption Certificate, you should contact us immediately.

The Bonds also are issued under the expectation that you will be exempt from the requirement to rebate arbitrage earnings to the federal government, because you intend to spend the proceeds of the bonds within six months of issuance. If all of the proceeds are not spent within six months, you will be required to rebate any excess earnings to the federal government within 60 days of the end of each fifth bond year. The rebate calculation process can either be accomplished by the District's audit team or a rebate service, usually an accounting firm. We will be glad to help the District with the set-up of an accounting system if and when you need some assistance.

These Bonds are designated or deemed designated as qualified tax-exempt obligations, making them desirable for certain banks as investments and making possible a more favorable interest rate. For this designation to be proper, it is necessary that you reasonably expect to issue less than \$10,000,000 of bonds or obligations in the course of this calendar year. If that amount should be exceeded, it would be necessary to review the situation immediately.

We call your attention to Article IV of the Tax Exemption Certificate and the investment restrictions and requirements for investing bond proceeds and sinking fund deposits. There are a number of other general promises and commitments by the District to take or refrain from action, which are necessary to maintain the tax exemption of these Bonds. You should recognize that these promises and commitments are required of the District on an ongoing basis, and that the possibility of some additional future action does exist.

TAX EXEMPTION CERTIFICATE

of

CHARLES CITY COMMUNITY SCHOOL DISTRICT,
COUNTIES OF FLOYD AND CHICKASAW,
STATE OF IOWA, ISSUER

\$7,892,000 School Infrastructure Sales, Services
and Use Tax Revenue Refunding Bonds, Series 2021

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CHARLES CITY COMMUNITY SCHOOL DISTRICT, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on May 11, 2021, by the Charles City Community School District, Counties of Floyd and Chickasaw, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.
- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Bonds" means the \$7,892,000 aggregate principal amount of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021, of the Issuer issued in registered form pursuant to the Resolution.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Escrow Fund" shall mean the fund into which a portion of the Proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Escrow Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.
- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$7,892,000, as set forth in Exhibit A.
- "Issuer" means the Charles City Community School District, a public school corporation, Counties of Floyd and Chickasaw, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means to refund the Refunded Bonds as more fully described in the Resolution.
- "Purchasers" means First Security Bank & Trust Co. of Charles City, Iowa, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Refunded Bonds" means \$5,470,000 of the \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013 dated July 11, 2013 and \$3,135,000 of the \$4,800,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 dated October 1, 2015.
- "Refunding Bonds" means the Bonds.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds",

including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on April 26, 2021, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the Certificate of the Purchaser attached to this Tax Exemption Certificate as Exhibit A and the Bond Purchase Agreement.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Refunded Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) The Issuer has not employed a device in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (\$7,892,000), received at Closing are expected to be deposited and expended as follows:

(a) \$-0- representing pre-issuance accrued interest will be deposited into the Bond Fund and will be used to pay a portion of the interest accruing on the Bonds on the first interest payment date; and

(b) \$74,477.50 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds; and

(c) \$8,605,000 (which includes \$7,817,522.50 from Bond Proceeds plus \$787,477.50 from the Reserve Fund of the Refunded Bonds and NOT from Bond Proceeds) will be used together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Refunded Bonds were used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit.

The Issuer has entered into an agreement with Taher, Inc. ("Taher") dated April 23, 2018, and as extended on July 1, 2020 (the "Taher Agreement") for nutrition services. The Taher Agreement does not create private use because it falls within an exception set forth in Regulation 1.141-3(b)(4) and meets the Safe Harbor Requirements of Revenue Procedure 2017-13. Specifically, the Taher Agreement: (1) provides reasonable compensation because the Issuer followed the United States Department of Agriculture's

(USDA) Child Nutrition Programs Request for Proposal Guidelines and the fee paid is a fixed, per unit fee; (2) the Taher Agreement is for a one year period with multiple, one year renewal options; (3) the Issuer controls the managed property; (4) the Issuer bears all risk of loss of the managed property; (5) does not allow Taher to take an inconsistent tax position with being a service provider; and (6) Taher does not have any role or relationship with the Issuer that limits the Issuer's ability to exercise its rights under the Taher Agreement.

Private Loan Financing Test

No amount of Proceeds of the Refunded Bonds were used directly or indirectly to make or finance loans to persons other than governmental units.

Refunding of Governmental or Private Activity Exempt Facility Bonds (where Refunded Bonds must meet requirements)

The Issuer will use the Proceeds of the Bonds to refund the Refunded Bonds. The Issuer has complied with the covenants and restrictions with respect to arbitrage and investment requirements, yield restrictions, and post-closing restrictions on reissuance, reimbursement and change in use imposed by the Code and Regulations on the Refunded Bonds since the issue date of the Refunded Bonds so as to maintain the tax-exempt status of the interest on the Refunded Bonds. The Issuer will comply with all certifications set forth in Article VIII herein.

The Refunded Bonds were exempt from rebate requirements because they met the School District Small Issuer exception.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit.

Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.3698 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exceptions is as follows:

- School District Small Issuer Exception

The reasonably anticipated amount of tax exempt governmental obligations (other than private activity bonds) which will be issued by the Issuer during the calendar year will not exceed (i) fifteen million dollars (\$15,000,000) total and (ii) five million dollars (\$5,000,000) for purposes other than the construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan

association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

- \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021, covered by this Certificate (of which \$7,817,522.50 is deemed designated as a current refunding of Qualified Tax Exempt Obligations by operation of Code Section 265(b)(3)(D) and of which \$74,477.50 is designated as a Qualified Tax Exempt Obligation issued in calendar year 2021).

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

- None.

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

- None.

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

- None.

ARTICLE VIII

FURTHER CERTIFICATIONS WITH RESPECT TO REFUNDING BONDS

(a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Bonds.

(b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof have been or are expected to be used in the trade or business of any person other than the Issuer.

(c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.

(d) The Proceeds of the Refunding Bonds will be used for a current refunding and the Refunding Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Refunding Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.

(e) No Proceeds of the Refunded Bonds remain unspent. No sinking fund has been established for the Refunded Bonds. No amount of proceeds of the Refunded Bonds are invested for a temporary period or as part of a minor portion of the Refunded Bonds.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Treasurer, Charles City Community School
District, State of Iowa

Delivery Certificate

DISTRICT--President and Secretary sign page 2. Please confirm financial data on page 2.
Please also verify the date of the last boundary change for the District.

DELIVERY CERTIFICATE

We certify that we are the President and Secretary of the Charles City Community School District in the Counties of Floyd and Chickasaw, State of Iowa (the "School District"); that in pursuance of the provisions of Section 423E.5 and Chapter 423F, Code of Iowa, and pursuant to a Resolution of the Board of Directors of the School District adopted on April 26, 2021, authorizing the issuance and delivery of the Bonds, there have been authorized and on this day by us lawfully executed, issued, caused to be registered and authenticated and delivered fully registered School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds") of the School District, in the amount of \$7,892,000, dated May 11, 2021, bearing interest and maturing in each year as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity July 1</u>
\$7,892,000	1.370%	2029*

*Term Bond

Each of the Bonds being executed with the manual or facsimile signature of the President and the manual or facsimile signature of the Secretary of the Board of Directors of the School District

The Bonds have been delivered to:

First Security Bank & Trust Co. of Charles City, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$7,892,000 plus accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence, or boundaries of the School District, or the titles of the undersigned officers to their respective positions, or the validity of the Bonds or the pledge of the School Infrastructure Tax Revenues (as defined in the Resolution) to the payment of the Bonds, or the power and duty of the School District to pledge the School Infrastructure Tax Revenues for the full and prompt payment of the principal and interest of the Bonds, and that none of the proceedings or authority for the issuance of the Bonds has been repealed, revoked, rescinded, or modified in any manner.

We further certify that the boundaries of this School District have not been changed since May 11, 1992; that none of the proceedings relating to the organization, reorganization, enlargement or changes in the boundaries of this School District as presently constituted has ever been declared invalid by any court, and that no proceedings have been instituted or are now pending involving any proposed changes in the boundaries of this School District.

We further certify that each of the officers whose signatures appear on the Bonds were in occupancy and possession of their respective offices at the time the Bonds were executed and do hereby adopt and affirm their signatures appearing in the Bonds.

We further certify that the present financial condition of the School District is as follows:

Total School Infrastructure Tax Revenue Bond indebtedness, including the above mentioned School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds	\$8,847,000
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All other indebtedness of any kind payable from School Infrastructure Tax Revenues	\$ -0-
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IN WITNESS WHEREOF, we affix our respective signatures at _____, Iowa,
this 11th day of Charles City, 2021.

President

Secretary

01868874-1\18087-032

Authentication Order

DISTRICT-- Secretary signs.

Piper Sandler & Co. will send a letter which we will include as Exhibit A.

AUTHENTICATION ORDER

As Secretary of the Board of Directors of the Charles City Community School District, in the Counties of Floyd and Chickasaw, State of Iowa (the "Issuer"), pursuant to a Resolution of the Board of Directors adopted on April 26, 2021, authorizing the issuance and delivery of the Bonds (the "Resolution"), acting for and on behalf of the Issuer, I deliver to UMB Bank, N.A. (the "Registrar"), \$7,892,000 aggregate principal amount of Issuer's School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds"), dated May 11, 2021, in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution.

Each Bond has been executed on behalf of the Issuer with the manual or facsimile signature of the President of the Board of Directors and the manual or facsimile signature of the Secretary of the Board of Directors.

The Registrar is requested to authenticate the Bonds and to complete the records with respect to registration as provided in the Resolution and the instructions of First Security Bank & Trust Co., as the Original Purchaser (the "Purchaser") as to designation of owners of the Bonds.

Upon authentication, the Registrar is authorized to deliver the Bonds on behalf of Issuer to the Purchaser, or their registered assigns, upon receipt of payment, in immediately available funds of the purchase price of \$7,892,000, plus accrued interest to the date of delivery as shown on attached Exhibit A, subject to the receipt at closing of the opinion of bond counsel. Registrar shall deposit moneys to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Bonds by the Purchaser, or registered assigns, must be evidenced by separate signed receipts or certificates.

Dated this _____ day of _____, 2021.

Secretary of the Board of Directors of the
Charles City Community School District

District Certificate

DISTRICT--President and Secretary/Treasurer sign page 2.

Please have a Notary notarize the signatures on page 2. The Secretary should sign and date immediately below the Notary's signature.

STATE OF IOWA

COUNTY OF FLOYD

)
) SS
)

DISTRICT CERTIFICATE

We, the President and Secretary/Treasurer of the Board of Directors of the Charles City Community School District (the "School District") in the Counties of Floyd and Chickasaw, State of Iowa, certify that the School District was organized under the provisions of Iowa Code Sections 275.12 to 275.23, inclusive, and operated as a school corporation under the laws of the State of Iowa; that the School District is located wholly within the Counties of Floyd and Chickasaw, State of Iowa, and that the School District and its Board of Directors (the "Board") have exercised the rights, powers and authorities given school corporations and board of directors by the statutes of the State of Iowa; and that the following persons are the officials of the School District and the Board:

<u>Name of Directors</u>	<u>Title</u>
Josh Mack	President
Pat Rottinghaus	Vice President
Janiece Bergland	Director
Scott Dight	Director
Missy Freund	Director
Evan Marten	Secretary/Treasurer of the Board of Directors

We further certify that the legality of the organization of the School District or the titles of any one of its officers to their respective offices have not been in any manner questioned; that litigation has not been threatened or instituted, questioning or tending to question the organization of the School District, or the inclusion of any territory, or the title of any of its officers, and that in particular no litigation of any kind whatsoever was pending on this date, involving the organization, reorganization, enlargement or changes in the boundaries of this School District.

According to the records, the named members of the Board were all duly and regularly elected to office, and are the legally elected, constituted and acting Board of Directors of the Charles City Community School District.

All meetings of the Board at which action was taken in connection with the \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021, were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Board, all pursuant to the provisions and in accordance with the conditions of the local rules of the Board and Iowa Code Chapter 21.

The President and Secretary/Treasurer whose signatures appear below are the qualified officials of the School District as designated below:

President

Josh Mack
(Typed or Printed Name)

(Original Signature)

Secretary/Treasurer

Evan Marten
(Typed or Printed Name)

(Original Signature)

On this _____ day of _____, 2021, subscribed and sworn to by before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Josh Mack and Evan Marten, to me personally known, who being by me duly sworn, did say that they are the President and Secretary/Treasurer, respectively, of the Charles City Community School District, State of Iowa, and that such officers acknowledged the execution of said instrument to be the voluntary act and deed of said School District, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Dated at _____, Iowa this _____ day of _____, 2021.

Secretary of the Board of Directors

Bond Purchase Agreement

DISTRICT--President and Secretary sign page 3.

BOND PURCHASE AGREEMENT

This Bond Purchase Agreement is entered into between the Charles City Community School District in the Counties of Floyd and Chickasaw, State of Iowa (the "School Corporation"), and First Security Bank & Trust Co. of Charles City, Iowa (the "Purchaser"). The parties agree as follows:

1. The Purchaser will pay to the School Corporation the sum of \$7,892,000. The School Corporation's obligation to repay is evidenced by the issuance of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021, in the aggregate principal amount of \$7,892,000 (the "Bonds").

2. The proceeds must be used as provided in the Resolution Authorizing the Issuance of Bonds adopted April 26, 2021 (the "Resolution").

3. The School Corporation agrees to repay the Bonds as provided in this Purchase Agreement and the Resolution. The Bonds, in substantially the form set forth in the Resolution, are executed and delivered to the Purchaser to evidence the School Corporation's obligation to repay the amounts payable. The Bonds are dated May 11, 2021, with interest payable January 1, 2022, and semi-annually thereafter on the 1st day of July and January in each year, at the respective rates, and mature in principal amounts as stated in the Resolution.

4. The Resolution approves the form of Bond Purchase Agreement and is incorporated herein by reference. The parties agree to abide by the terms and provisions of the Resolution.

5. The Purchaser and the School Corporation represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to the Purchase Agreement or presently exists between them with respect to other similar matters and the Purchaser is not an employee or an agent of the School Corporation. The Purchaser has not and will not pay any commission, compensation or fee to any person or entity in connection with its purchase of the Bonds.

6. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "Act") or an "accredited investor" as that term is defined in paragraph (a) of Rule 501 under the Act.

7. The Purchaser understands that there has not been prepared or provided any offering statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the School Corporation, the Bonds, or the Project (as defined in the Resolution). In due diligence, the Purchaser sought such advice as it has deemed necessary and has made its own inquiry and analysis with respect to the School Corporation, the Bonds and the security therefor, the Project, and payment of the Bonds.

8. The Purchaser is not aware of, and is not purchasing the Bonds pursuant to, any form of general solicitation or advertising with respect to the Bonds.

9. The Purchaser and its affiliates have assets with a net worth of at least \$5,000,000 as of the date of purchase of the Bonds.

10. The Purchaser has independently evaluated the factors associated with its investment decision. The Purchaser acknowledges that it has been given full and complete access to and has been furnished with all information including financial statements and other financial information which is adequate for a reasonable investor in making investment decisions, and it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the School Corporation, the Project and the Bonds, so that as a reasonable investor, it has been able to make its decision to purchase the Bonds. The Purchaser has been furnished with and has examined the Bonds, the Resolution, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Bonds.

11. The Purchaser is aware that no document other than the Preliminary Participant Package dated as of March 22, 2021 providing information relating to the Bonds has been prepared specifically in relation to the issuance of the Bonds. The Purchaser has been provided with, or given access to, all financial and other information and all documents it has requested of the School Corporation relating to the purchase of Bonds.

12. The Purchaser acknowledges that the Bonds are issued without a Reserve Fund. Pursuant to the Resolution, if a Reserve Fund is established for Additional Bonds secured by a pledge of School Infrastructure Tax Revenues, such Reserve Fund shall secure only the Additional Bonds, and shall not secure the Bonds.

13. The Purchaser understands that the Bonds (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the laws of Iowa or the "Blue Sky" laws and regulations of any other state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable. Purchaser agrees not to offer, sell or transfer the Bonds or make any change in registration of any of the Bonds without having first determined that the sale or transaction which necessitates or prompts the transfer to change of registration may be made without violating the Iowa Uniform Securities Act or any other applicable law, rule or regulation; or without making at its own expense such disclosure as may be required by state or federal law. The Purchaser agrees to indemnify and hold harmless the School Corporation from any and all liability and expense, including attorney's fees, for its failure to make such disclosure.

14. The Purchaser is either (a) acquiring the Bonds for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Bonds or to resell or to otherwise dispose of all or any portion of the Bonds, or (b) acknowledges that if any of the Bonds are transferred or sold to another investor, an investment letter substantially similar to the form attached to, and incorporated by reference, this Purchase Agreement shall be executed by such transferee or purchaser. The Purchaser understands that it may need to bear the risks of this investment for an indefinite period of time, since any sale prior to maturity may not be possible.

15. The Purchaser is sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds, and it is capable of and has made its own investigation of the School Corporation with its decision to purchase the Bonds.

16. The Purchaser understands that the School Corporation and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

17. The Purchaser has duly authorized, by all necessary action, the purchase of the Bonds and the execution and delivery of this certificate and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

18. Agreement to EMMA Posting Public Records. The School Corporation may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the School Corporation determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Purchaser hereby acknowledges such documents as public records and consents to said disclosure.

IN WITNESS WHEREOF, we affix our signatures as of the 12th day of April, 2021.

CHARLES CITY COMMUNITY SCHOOL
DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

FIRST SECURITY BANK & TRUST CO. OF
CHARLES CITY, IOWA (Purchaser)

By: _____
(Signature)

(Name)

(Title)

Exhibit A

INVESTMENT LETTER

RE: School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds") of the Charles City Community School District (the "School Corporation")

Ladies and Gentlemen:

The undersigned _____ (the "Holder"), has purchased \$ _____ principal amount of the Bonds from _____ (the "Original Purchaser"). In connection with such purchase, the School Corporation requires that the Holder make certain representations as to the Holder's willingness to accept the risks of investing in the Bonds, the Holder's investigation of such risks and other matters. Accordingly, the Holder represents and warrants to the School Corporation and the other addressees hereof as follows:

A. The Holder has been provided with a copy of the Purchase Agreement between the School Corporation and Original Purchaser a copy of which is attached to this Investment Letter and hereby incorporated by reference.

B. The Holder specifically acknowledges paragraphs 5 through 18 of the Purchase Agreement and agrees that all of these paragraphs shall apply to the Holder in addition to the Original Purchaser.

The Holder acknowledges that if in the future the Bonds are transferred or sold to another investor, a new Investment Letter shall be executed by the transferee.

C. All representations of the Holder contained herein shall survive the sale and delivery of the Bonds to the Holder as representations of fact existing as of the date of execution and delivery of this Investment Letter.

D. Notwithstanding anything to the contrary herein, the Holder waives any requirement of due diligence and investigation or inquiry on the part of any of the addressees to this Investment Letter.

The above representations are provided solely for the benefit of the addressees of this Investment Letter and may not be relied upon by or furnished to any other person without our prior written consent.

(HOLDER)

By: _____
(Signature)

Name: _____
(Print)

[Bond: If the Holder is a corporation or other
business entity, the signatory must be Chief
Financial Officer or other executive officer]

By: _____

Its: _____

01868927-1\18087-032

Bid Form

DISTRICT--President and Secretary sign where indicated.

Official Bid form

To: Governing body of Charles City Community School District, Iowa (the "Issuer")

Re: \$7,904,000* School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds")

For all or none of the above Bonds, in accordance with the Terms of Offering, we will pay you \$7,904,000* and accrued interest, if any, to

date of delivery for Bonds bearing interest rates and maturing on July 1st in each of the stated years as follows:

Coupon	Due July 1st	Coupon	Due July 1st
<u>1.37</u>	2022	<u>1.37</u>	2026
<u>1.37</u>	2023	<u>1.37</u>	2027
<u>1.37</u>	2024	<u>1.37</u>	2028
<u>1.37</u>	2025	<u>1.37</u>	2029

We elect to have the Bonds issued as one term Bond*: ☒ YES ☐ NO

We will designate the next available call date to be: None applicable
(an example would be: "Callable 7/1/2025 at Par" or "Callable Anytime with 30-days' Notice")

We ☐ WILL ☒ WILL NOT require the establishment of a Debt Service Reserve Fund, funded to a level meeting all tax code requirements. We understand that if we do require such a reserve fund this will add meaningful levels of ongoing administrative expenses to the District and will reduce upfront proceeds available for the project which will also be factored into determining an overall winning proposal. The District prefers that no DSRF be required.

We ☐ WILL ☒ WILL NOT require the assignment of CUSIP numbers to the Bonds. Even if CUSIP numbers are assigned, the Bonds will be physically registered and delivered to the purchaser.

Confirm this statement: ☒ YES The Purchaser is a bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities; or Purchaser is a municipal entity purchasing the securities with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchasing entity's issue of municipal obligations (e.g. state revolving fund or bond bank) and the Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender (subject to the understanding that disposition of Purchaser's property will remain at all times within its control). IF YOU CANNOT CONFIRM THIS STATEMENT CUSIP NUMBERS MUST BE ASSIGNED.

SEC Rule 15(c)2-12. The Purchaser acknowledges that SEC Rule 15(c)2-12 includes a requirement that the incurrence of a financial obligation (not otherwise required to be reported to EMMA) is now required to be reported to EMMA, including details regarding the obligation, and any material terms including covenants, events of defaults, remedies, rights and other financial terms. Purchaser acknowledges that it will not require the issuer to agree to treat as confidential the material terms of the financial obligation. Certain purchaser information, including contact information account numbers or other personally identifiable information may be excluded from disclosure to EMMA.

*The total principal amount is subject to change based upon actual project costs and costs of issuance known on the bid date. By presenting this bid we are accepting any changes that are necessary to the final debt service schedule once all final dates and costs are known. Changes, if any, will be reasonable and will be circulated promptly once a bid has been accepted.

**If we choose to have the Bonds issued as one term Bond (with only one CUSIP number; but still following the annual principal repayment structure with a mandatory sinking fund) we understand that only ONE flat interest rate can be assigned to all maturities.

The Bonds will be physically registered and delivered to the purchaser. This bid is for prompt acceptance and for delivery of said Bonds to us in compliance with the Terms of Offering, which is made a part of this proposal by reference.

First Security Bank & Trust Co., Charles City 42-0253470
Bidding Institution Name & City Taxpayer ID of Institution

Mark G. Miller
Authorized Signature of Bidder

miller@1stsecuritybank.com 641-257-1232
E-mail Address of Bidder Phone Number

Mark G. Miller, Executive Vice-President
Written Name & Title

The foregoing offer is hereby accepted by and on behalf of the Governing Body of the Charles City Community School District, State of Iowa, this 12th day of April, 2021.

Board President

District Secretary

Official Bid form

To: Governing body of Charles City Community School District, Iowa (the "Issuer")

Re: \$7,904,000* School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds, Series 2021 (the "Bonds")

For all or none of the above Bonds, in accordance with the Terms of Offering, we will pay you \$7,904,000* and accrued interest, if any, to date of delivery for Bonds bearing interest rates and maturing on July 1st in each of the stated years as follows:

Coupon	Due July 1st	Coupon	Due July 1st
<u>1.37</u>	2022	<u>1.37</u>	2026
<u>1.37</u>	2023	<u>1.37</u>	2027
<u>1.37</u>	2024	<u>1.37</u>	2028
<u>1.37</u>	2025	<u>1.37</u>	2029

We elect to have the Bonds issued as one term Bond*: ☒ YES ☐ NO

We will designate the next available call date to be: None applicable
(an example would be: "Callable 7/1/2025 at Par" or "Callable Anytime with 30-days' Notice")

We ☐ WILL ☒ WILL NOT require the establishment of a Debt Service Reserve Fund, funded to a level meeting all tax code requirements. We understand that if we do require such a reserve fund this will add meaningful levels of ongoing administrative expenses to the District and will reduce upfront proceeds available for the project which will also be factored into determining an overall winning proposal. The District prefers that no DSRF be required.

We ☐ WILL ☒ WILL NOT require the assignment of CUSIP numbers to the Bonds. Even if CUSIP numbers are assigned, the Bonds will be physically registered and delivered to the purchaser.

Confirm this statement: ☒ YES The Purchaser is a bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities; or Purchaser is a municipal entity purchasing the securities with funds that are, at least in part, proceeds of, or fully or partially secure or pay, the purchasing entity's issue of municipal obligations (e.g. state revolving fund or bond bank) and the Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender (subject to the understanding that disposition of Purchaser's property will remain at all times within its control). IF YOU CANNOT CONFIRM THIS STATEMENT CUSIP NUMBERS MUST BE ASSIGNED.

SEC Rule 15(c)2-12. The Purchaser acknowledges that SEC Rule 15(c)2-12 includes a requirement that the incurrence of a financial obligation (not otherwise required to be reported to EMMA) is now required to be reported to EMMA, including details regarding the obligation, and any material terms including covenants, events of defaults, remedies, rights and other financial terms. Purchaser acknowledges that it will not require the issuer to agree to treat as confidential the material terms of the financial obligation. Certain purchaser information, including contact information account numbers or other personally identifiable information may be excluded from disclosure to EMMA.

The total principal amount is subject to change based upon actual project costs and costs of issuance known on the bid date. By presenting this bid we are accepting any changes that are necessary to the final debt service schedule once all final dates and costs are known. Changes, if any, will be reasonable and will be circulated promptly once a bid has been accepted.

If we choose to have the Bonds issued as one term Bond (with only one CUSIP number; but still following the annual principal repayment structure with a mandatory sinking fund) we understand that only ONE flat interest rate can be assigned to all maturities.

The Bonds will be physically registered and delivered to the purchaser. This bid is for prompt acceptance and for delivery of said Bonds to us in compliance with the Terms of Offering, which is made a part of this proposal by reference.

First Security Bank & Trust Co., Charles City 42-0253470
Bidding Institution Name & City Taxpayer ID of Institution

Mark G. Miller
Authorized Signature of Bidder

mmiller@stsecuritybank.com 641-257-1232
E-mail Address of Bidder Phone Number

Mark G. Miller, Executive Vice-President
Written Name & Title

The foregoing offer is hereby accepted by and on behalf of the Governing Body of the Charles City Community School District, State of Iowa, this 12th day of April, 2021.

Board President

District Secretary

Bond (green safety paper)

DISTRICT--President and Secretary sign where indicated. The executed Bond will be forwarded to UMB Bank, N.A. for authentication.

"Registered"

"Registered"

R-1

\$7,892,000

**STATE OF IOWA
CHARLES CITY COMMUNITY SCHOOL DISTRICT
COUNTIES OF FLOYD AND CHICKASAW
SCHOOL INFRASTRUCTURE SALES, SERVICES AND
USE TAX REVENUE REFUNDING BONDS, SERIES 2021**

<u>Rate</u>	<u>Maturity</u>	<u>Bond Date</u>
1.370%	July 1, 2029	May 11, 2021

The Charles City Community School District, in the Counties of Floyd and Chickasaw, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

**REGISTERED OWNER:
FIRST SECURITY BANK & TRUST CO.
FIN: 42-0253470**

or registered assigns, the principal sum of **SEVEN MILLION EIGHT HUNDRED NINETY TWO THOUSAND DOLLARS** in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender as provided in the Bond Resolution (hereafter described) at the designated office of UMB Bank, N.A. of West Des Moines, Iowa, Paying Agent of this issue, or successor with interest on the sum from the date hereof until paid at the per annum rate specified above, payable on January 1, 2022, and semiannually thereafter on the 1st day of July and January in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F, as amended, for the purpose of refunding the Refunded Bonds, in conformity with the Act and with the Resolution of the Board of Directors of the Issuer, duly passed and approved (the "Bond Resolution" or "Resolution"). For a complete statement of the revenues and funds from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the above-described Resolution. Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution.

Bonds may be called for optional redemption by the Issuer on any date and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

Term Bonds maturing in 2029 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth in the Resolution, on July 1 of the years 2022 to 2029, inclusive.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the Board shall determine.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) this Bond and constitutes and appoints _____ attorney in fact to transfer this Bond on the books kept for registration of this Bond, with full power of substitution in the premises.

Dated _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE GUARANTEED) _____

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent which may require signatures to be guaranteed by certain eligible guarantor institutions which participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

IRS Form 8038-G (1 Copy) **DO NOT DATE**

DISTRICT--Treasurer signs on the line to the left of her name at bottom of page.

Please confirm the District's Tax Identification Number.

We will sign, date and file the 8038-G for this issue. Confirmation of receipt by the IRS will be included in your transcript.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name Charles City Community School District		2 Issuer's employer identification number (EIN) 42-6036496
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Elizabeth A. Grob		3b Telephone number of other person shown on 3a (515) 243-7611
4 Number and street (or P.O. box if mail is not delivered to street address) 100 Court Avenue, Suite 600	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Des Moines, Iowa 50309		7 Date of issue May 11, 2021
8 Name of issue \$7,892,000 School Infrastructure Sales, Services and Use Tax Revenue Ref Bonds, Series 2021		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Evan Marten, Board Treasurer		10b Telephone number of officer or other employee shown on 10a (641) 257-6500

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	7,892,000	00
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/01/2029	\$ 7,892,000	\$ 7,892,000	4.40 years	1.3698 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	0	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	7,892,000	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	74,477	50
25 Proceeds used for credit enhancement	25	0	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	7,817,522	50
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	0	
29 Total (add lines 24 through 28)	29	7,892,000	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	4.78	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	N/A	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	07/01/2021	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	07/11/2013	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	0
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	0
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY)		
c	Enter the name of the GIC provider ►		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	0
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY)		N/A
c	Enter the EIN of the issuer of the master pool bond ►		N/A
d	Enter the name of the issuer of the master pool bond ►		N/A
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ►		N/A
c	Type of hedge ►		N/A
d	Term of hedge ►		N/A
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement		N/A
b	Enter the date the official intent was adopted ► (MM/DD/YYYY)		N/A

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____	Evan Marten, Board Treasurer Type or print name and title
---	--

Paid Preparer Use Only

Print/Type preparer's name Elizabeth A. Grob	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN P01076706
Firm's name ► Ahlers & Cooney, P.C			Firm's EIN ► 42-1323559	
Firm's address ► 100 Court Avenue, Suite 600, Des Moines, IA 50309			Phone no. (515) 243-7611	

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Charles City Community Schools»«»
«500 North Grand Avenue
Charles City IA 50616»
«Telephone Number: 641.257.6500»
«»

and the Architect:
(Name, legal status, address and other information)

«Levi Architecture, PLC»«, Professional Corporation»
«1009 Technology Parkway
Cedar Falls, IA 50613»
«Telephone Number: 319.277.5636»
«Fax Number: 319.277.5639»

for the following Project:
(Name, location and detailed description)

«Charles City Community School District - 500 North Grand Renovation»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

<< >>

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

<< >>

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

<< >>

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

<< >>

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive bid »

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

«Mike Fisher »

«500 North Grand Avenue

Charles City IA 50616»

«Telephone Number: 641.257.6500»

«»

«Mobile Number: 319.415.3426»

«Email Address: superintendent@charlescityschools.org»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

- .3** Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Daniel Levi, AIA»
«1009 Technology Parkway
Cedar Falls, IA 50613»
«Telephone Number: 319.277.5636»
«»
«»
«Email Address: danlevi@leviarch.com»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1** Structural Engineer:

«M2B Structural Engineers, LLP »«Limited Liability Partnership »
«Mike Brenneman, P.E. »
«422 2nd Ave. SE »
«Cedar Rapids, IA 52401 »
«Telephone Number : 319.364.0666 »

- .2** Mechanical Engineer:

«MEP Engineers»«, General Corporation»
«Dieter Muhlack, PE LEED AP»
«374 Bluff Street
Dubuque, IA 52001»
«Telephone Number: 563.587.8637»
«»

- .3** Electrical Engineer:

«MEP Engineers»«, General Corporation»
«Steve Sallwasser PE, NCEES»
«374 Bluff St.
Dubuque, Iowa 52001»
«Telephone Number: (563) 587-8637»
«»

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») for each occurrence and «Two Million Dollars and Zero Cents » (\$ «2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One million Dollars and Zero Cents » (\$ «1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») each accident, « One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») each employee, and « Two Million Dollars and Zero Cents » (\$ «2,000,000.00 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») per claim and « Two Million Dollars and Zero Cents » (\$ «2,000,000.00 ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «One» («1») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «One» («1») visits to the site by the Architect during construction

- .3 « One » («1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « One » («1 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«\$5,000 »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«\$5,000 »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

«\$30,000 »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Standard Hourly Rates »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Zero » percent («0 »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Forty-five »	percent («45 »	%)
Design Development Phase	«Forty-five »	percent («45 »	%)
Construction Documents Phase	«Two »	percent («2 »	%)
Procurement Phase	«Eight »	percent («8 »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Zero » percent («0 » %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «Zero Dollars and Zero Cents » (\$ «0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

«2 » % «monthly »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Josh Mack , »«Board President»

(Printed name and title)

ARCHITECT (Signature)

«Daniel Levi, AIA, »«Architect/ Owner»

(Printed name, title, and license number, if required)

NOTICE TO BIDDERS

NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF **CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENTS PROJECT** FOR THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, CHARLES CITY, IOWA.

NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENTS PROJECT FOR THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, CHARLES CITY, IOWA.

Sealed bids will be received by the Superintendent of the Charles City Community School District, Charles City, Iowa, in the Superintendent's Office located at 500 N. Grand Ave, Charles City, Iowa, 50616 until 11:00 o'clock A.M. on the 19th day of May 2021, for the construction of the **Charles City High School Track Improvements Project** as described in the plans and specifications therefore, now on file in the office of the Superintendent.

Bids will be opened, and the amount of the bids announced by the Superintendent at the time and date specified above.

Also, at 6:15 P.M. on the 24th day of May 2021 or at such time, date and place as then may be fixed; the Board will act upon the bids for the construction of said improvements.

The location and description of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENTS PROJECT

Project is located at the existing high school track situated south of the high school facility located at 1 Comet Drive, Charles City, Iowa.

Project includes all labor, materials and equipment necessary to construct the existing high school track under two contracts.

Project to include excavation, earthwork and grading as needed, removal of approximately 4,950 SY of existing synthetic rubber surfacing, approximately 600 LF of crack repairs, and miscellaneous associated work, including cleanup.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications and general stipulations for said improvements approved by the Charles City Community School District Board of Education.

All proposals and bids in connection therewith shall be submitted to the Superintendent of the Charles City Community School District on or before the time herein set for receiving bids. All bids

shall be made on official bidding blanks furnished by the school district, and any alterations in the official form of bid will entitle the Board of Education, at its option, to reject the bid involved from consideration. Each bid shall be sealed and plainly identified.

Each bid shall be accompanied by a bid security in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to 5% of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of the bid. Contractor shall determine amount of bid bond based on the amount of the base bid and all alternate construction bid items.

The bid security should be made payable to the Charles City Community School District. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the Charles City Community School District as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the school district insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form included in the specifications.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

The Charles City Community School District reserves the right to reject any and all bids, to waive informalities or technicalities in any bid and to enter into such contract as it shall deem for the best interest of the school district.

The Charles City Community School District reserves the right to defer acceptance of any bids for a period not to exceed 30 calendar days from the date of letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the Charles City Community School District and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work and protect and save harmless the school district from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the Charles City Community School District.

It is anticipated Notice to Proceed will be issued by June 7, 2021. Work shall be completed by August 13, 2021.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the Charles City Community School District with proof of said compliance.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the Charles City Community School District Board of Education: (1) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said school district; (2) cash from such general funds of said school district as may be legally used for such purposes; and (3) cash reserves on hand.

Payment will be made to the Contractor based on monthly estimates in amounts equal to ninety-five (95) percent of the contract value of work completed. Monthly estimates will be made by the Engineer and payment will be made to the Contractor on or about thirty (30) days thereafter. Payment shall not be made for materials stored off or on site. Final payment will not be made sooner than thirty (30) days following Final Acceptance of the Work by the Charles City Community School District Board of Education.

The bidders' attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

Liquidated damages in the amount of One Thousand Dollars (\$1,000) per calendar day will be assessed for each calendar day that work on the total project, or portions of either contract where specific completion dates are specified or otherwise agreed to, that remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the contractor.

The Charles City Community School District and its Board of Education shall hereinafter be referred as the Owner. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work. The Owner shall the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such damage as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been reviewed and accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the Charles City Community School District Board of Education subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The Charles City Community School District will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Mason City, Iowa, said plans and specifications and the prior proceedings of the Charles City Community School District Board of Education referring to and defining said proposed improvements are hereby made part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the Superintendent and may be examined at the Charles City Community School District Office. The ENGINEER shall make available and distribute plans and specifications in accordance with the Code of Iowa. Paper copies of the project's contract documents, including all drawings, plans,

specifications, and estimated total costs of the proposed public improvement will be made available for distribution at no charge to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. If a deposit is required as part of a paper contract documents distribution policy by the public owner, the deposit shall not exceed two hundred fifty dollars per set. Complete sets of the plans, specifications, and bidding documents may be obtained from ENGINEER at the ENGINEER'S office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of Twenty Dollars (\$20) for standard USPS mail delivery or normal UPS ground delivery. Any special shipping / mailing requests will be at the bidders' cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.

Plans, specifications and bidding documents may also be obtained electronically upon request in pdf format via electronic media (DVD's, CD, or flash drive) or by email where file size will allow.

Any Bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

This notice is given by order of the Board of Education of the Charles City Community School District, Charles City, Iowa.

**CHARLES CITY COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Josh Mack, President

ATTEST:

Mike Fisher, Superintendent

PROCEEDINGS FOR SETTING DATES FOR
PUBLIC HEARING AND BID LETTING

Charles City, Iowa

April 26, 2021

The Board of Education of the Charles City Community School District, met on April 26, 2021 at 6:15 p.m. The Board President presided and the roll being called, the following named Board Members were present and absent:

Present: _____

Absent: _____

The Board took up and considered the proposed **High School Running Track Improvement Project**. Board Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Board Member _____. After due consideration thereof by the Board, the President put the question on the motion and the roll being called, the following named Board Members voted:

Ayes: _____

Nays: _____

Whereupon, the President declared the said motion duly carried and the said resolution adopted, as follows:

RESOLUTION NO. ____

RESOLUTION SETTING DATES FOR PUBLIC HEARING AND BID LETTING

To provide for a notice of hearing and letting on proposed plans, specifications, form of contract, and estimate of cost for the **High School Running Track Improvement Project** and taking of bids therefor.

WHEREAS, the Charles City Community School District, has heretofore established a **High School Running Track Improvement Project**, and it is necessary and desirable that said **High School Running Track Improvement Project** be constructed and such improvements are in the best interests of the City and may be hereafter referred to as the "**High School Running Track Improvement Project**" (and sometimes hereinafter referred to as the "Project"), the Project to be as described in and to be contracted for and completed in accordance with the proposed plans and specifications and form of contract prepared by Veenstra & Kimm, Inc., the Project Engineers for the Project, such proposed plans, specifications, form of contract, and estimate of cost being on file with the School District Staff; and

WHEREAS, detailed plans and specifications, notice of hearing and notice to bidders, form of contract and estimate of cost have been prepared and filed by the Project Engineers for the Project and have been examined by this Board;

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, and form of contract and estimate of cost for the Project and to advertise for sealed bids for the Project.

NOW, THEREFORE, be it Resolved by the Board of Education of the Charles City Community School District, as follows:

Section 1. The detailed plans and specifications, notice of hearing and notice to bidders, form of contract, and estimate of cost referred to in the preamble hereof are subject to the hearing.

Section 2. The Project is necessary and desirable for the Charles City Community School District, and it is in the best interests of the City to proceed toward the construction of the Project.

Section 3. The amount of the bid security to accompany each bid is hereby fixed at 5%.

Section 4. The Board of Education hereby delegates to the Charles City Community School District the duty of receiving, opening, and announcing the results of all bids for the construction of the Project, on the 19th day of May 2021, at 11:00 a.m., at the Board Meeting Room, Charles City Community School District, Charles City, Iowa. The 24th day of May, 2021, at a Board of Education Meeting starting at 6:15 p.m., at the High School Library, Charles City Community School

District, Charles City, Iowa, is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Project and also as the time and place the Board of Education will consider bids received by the School in connection therewith.

Section 5. The School is hereby authorized and directed to give notice of the aforementioned hearing and taking of bids by publication of such notice in a newspaper of general circulation in the School, which publication shall be made not less than 4 days prior to the date for receipt of bids and no more than 20 days prior to the date of the said hearing, all in conformity with Chapters 362 and 384 of the Code of Iowa. The said notice shall be in the form substantially as attached to this resolution.

Section 6. All provisions set out in the following form of notice are hereby recognized and prescribed by this Board and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this__ day of _____, 2021.

President

ATTEST:

Secretary



VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596

641-421-8008 • 641-380-0313 (FAX) • 877-241-8008 (WATS)

ENGINEER'S OPINION OF PROBABLE COST					
Project:	HIGH SCHOOL RUNNING TRACK IMPROVEMENTS PROJECT			Job No.:	5884
Owner:	CHARLES CITY COMMUNITY SCHOOL DISTRICT			Updated Date:	4/21/2021
Location:	CHARLES CITY, IOWA			Estimated By:	DRS
				Reviewed By:	JAP
ESTIMATE OF QUANTITIES					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
RUNNING TRACK PAVEMENT AREA					
1	MOBILIZATION	LS	\$5,000.00	1	\$5,000
2	TRAFFIC CONTROL	LS	\$2,500.00	1	\$2,500
3	PAVEMENT REMOVAL	SY	\$12.00	327	\$3,924
4	CRACK REPAIR	LF	\$2.00	600	\$1,200
5	SYNTHETIC RUBBER SURFACING - BASE MAT ONLY	SY	\$16.00	5172	\$82,752
6	HMA PAVEMENT, 4" THICK	SY	\$40.00	45	\$1,800
7	PAVEMENT MARKINGS	LS	\$7,500.00	1	\$7,500
8	TOIISOIL - CONTRACTOR FURNISHED	CY	\$35.00	275	\$9,625
9	SEEDING	LS	\$6,500.00	0.3	\$1,950
TOTAL OPINION OF PROBABLE COST=					\$116,251

ASSESSMENT/COUNSELING/THERAPY AGREEMENT

This **Assessment/Counseling/Therapy Agreement** ("Agreement") is made and entered into this First day of August 2021 by and between **Turning Leaf Counseling, Inc (Cody Williams, LMHC, NCC-Executive Clinician)**, whose address is 103 East State Street Suite 301, Mason City, Iowa 50401 (hereinafter referred to as "Mr. Williams (TLC)"), and **Charles City Community Schools**, whose Administrative Offices are located at 500 North Grand Avenue in Charles City, IA 50616 (hereinafter referred to as "School").

Recitals

Whereas, Mr. Williams (TLC) is a duly licensed mental health counselor with his principal place of business in Mason City, Iowa;

Whereas, School would like to contract with Mr. Williams (TLC) whom provides assessment, counseling, and therapy services; and

Whereas, the parties desire to enter into this Assessment/Counseling/Therapy Agreement upon the terms and conditions set out in this Agreement.

It is, therefore, agreed to as follows:

1. **Services Provided**. Mr. Williams (TLC) agrees to provide assessments, counseling, and therapy services to students of **Charles City Community Schools**, located at 500 North Grand Avenue in Charles City, IA 50616. The services provided by this Agreement are limited to students in the Charles City Community School District.

2. **Mr. Williams Responsibilities**. During the term of this Agreement, Mr. Williams (TLC) agrees to the following:

- A. Provide appropriate licensed therapist and/or interns approved by Charles City Schools.
- B. Secure all required releases prior to assessments, counseling, or therapy sessions.
- C. Select students according to criteria established for services.
- D. Provide assessment, counseling, or therapy services to all students meeting the pre-established criteria without regard to the student's insurance status or ability to pay.
- E. Register all students for assessment, counseling, or therapy sessions.
- F. Maintain all confidential records.
- G. Bill appropriate insurance companies for services performed.
- H. Provide services on-site in the Charles City Community School District.
- I. Provide services in the Charles City Community School District up to one day per week during the school year when school is in session.
- J. Provide all materials, supplies, reading materials, pamphlets, etc., necessary for assessments, counseling, or therapy sessions.

3. **School's Responsibilities.** During the term of this Agreement, School agrees to the following:
- A. Offer the opportunity for the therapist to discuss the program and relay relevant issues to School personnel.
 - B. Provide the same room at, Charles City School up to one day per week during the school year, when school is in session, for the therapist to conduct assessments, counseling, or therapy sessions. The space provided will be appropriate to meet the therapist needs and approved by the therapist.
 - C. Provide a room that will be secure and allow confidentiality to the therapist and students participating in assessment, counseling, or therapy sessions.
 - D. Provide access to students and allow students to attend assessments, counseling, or therapy sessions during regular scheduled classes, as needed.
 - E. Maintain responsibility for students' actions outside of all therapy sessions.
4. **Term/Termination of Agreement.** This Agreement shall become effective on the 1st day of August 2021 and shall continue through the 2021-2022 school year. This Agreement may be extended for a like term upon the mutual consent and written agreement of the parties. Either party may terminate this Agreement at any time with a thirty (30) day written notice of intention to terminate.
5. **Records.** Mr. Williams (TLC) will maintain such appropriate records and reports regarding services as contemplated by this Agreement. School, or employees of School, shall not have access to the confidential records maintained by the therapist.
6. **Indemnification.** Each party agrees to defend, indemnify, and hold the other harmless from any and all liability, damages, expenses (including court costs and attorney fees) and claims for loss or injury of any nature whatsoever, in connection with any claims of any kind that arise from a party's own action or omissions of actions or omissions by that party's agents, representatives, or employees.
7. **Independent Contractor Status.** The relationship between the parties is that of Independent Contractor. Nothing shall be construed to create a relationship of employer/employee, partner, or joint venture between the parties.
8. **Governing Law.** All questions concerning the validity, intention, or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the state of Iowa.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. Any prior agreements and understandings between the parties with respect to the subject matter, whether oral or written, are hereby superseded and replaced.
10. **Amendments.** This Agreement may not be changed or terminated orally. No modification, amendment, or attempted waiver of any of its provisions shall be valid unless both parties provide prior written approval.
11. **Assignment.** This Agreement may not be assigned by either party without the prior written approval of both parties.

In witness whereof, the parties have executed this Agreement as of the day and year first above written.

"School"
Charles City Community School District

"Turning Leaf Counseling, Inc (Mr. Williams)"
Mr. Cody Williams, LMHC, NCC

By: _____
Charles City School Administrator

By: *Cody Williams, LMHC*
Mr. Cody Williams, LMHC, NCC

Date: _____

Date: _____

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