CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SPECIAL BOARD OF EDUCATION MEETING
Educational Leadership and Support Center, Board Room
Monday, June 24, 2019 @ 9:00 a.m.

A G E N D A

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles) ................................................................. 2

CONSENT AGENDA

BA-19-009/19 Personnel Report (Linda Noggle) ................................................................. 2
BA-19-404 Agreement – Iowa BIG Facility (Trace Pickering) ................................................. 4
BA-19-405 Resolution – Approving Commitment of General Fund Balance (David Nicholson) ................................................................. 24

ADMINISTRATION

BA-19-406 Approval – Sale of Bonds (Nancy Humbles/Brad Buck) ........................................ 25

ADJOURNMENT (President Nancy Humbles)
AGENDA

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, June 24, 2019 Board of Education Special Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

CONSENT AGENDA

BA-19-009/19 Personnel Report (Linda Noggle)

Exhibit: BA-19-009/19.1

Action Item Roll Call

Recommendation:

It is recommended that the Board of Education approve the Personnel Report.
## APPOINTMENTS - SALARIED STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary Placement</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dooley, Rodrick</td>
<td>$179,452</td>
<td>Deputy Director (0.75 FTE) ELSC</td>
<td>7/1/2019</td>
</tr>
<tr>
<td>Phillips, Cynthia</td>
<td>$140,431.64</td>
<td>Exec Director of High Schools ELSC</td>
<td>7/1/2019</td>
</tr>
</tbody>
</table>
CONSENT AGENDA

BA-19-404  Agreement – Cedar Rapids Community School District and Thomas W. Farland and Julia K. Farland for Iowa BIG Facility (Trace Pickering)

Exhibit: BA-19-404.1-19

Action Item

Pertinent Fact(s):

1. Iowa BIG is moving to a larger space for its north-side location to accommodate increased enrollment. The new space agreement replaces the current location in the Kerndt Brothers Bank, whose lease ends on July 31, 2019.

2. The Agreement provides a set three-year rental agreement and includes the cost of the space build-out. The cost will be shared equally with our Iowa BIG partners.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Thomas W. Farland and Julia K. Farland for Iowa BIG Facility at 5313 N Park Place NE, Cedar Rapids, IA.
LEASE--BUSINESS PROPERTY

THIS LEASE AGREEMENT (the "Lease" or the "Agreement"), executed in duplicate, made and entered into this 24th day of June, 2019, by and between Thomas W. Farland and Julia K. Farland, husband and wife, ("Landlord") whose address for the purpose of this lease is 7401 Commune Court, Cedar Rapids, Iowa 52411, and Cedar Rapids Community School District d/b/a Iowa Big, ("Tenant") whose address for the purpose of this lease is 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405, WITNESSETH THAT:

1. **Premises and Term.** Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of Tenant to be timely kept and performed, leases to Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions set forth in this Lease, the following described real estate situated in Linn County, Iowa, to-wit:

   5313 North Park Place NE, Cedar Rapids, Iowa, with such real estate containing 4,450 square feet (more or less)

(the "Leased Premises") with the improvements thereon and all rights, easements and appurtenances thereto belonging, for a term of three (3) years, commencing, except as otherwise provided below, at midnight of the day previous to the first day of the Lease term, which shall be on August 1, 2019, and ending at midnight on the last day of the Lease term, which shall be on July 31, 2022, upon the condition that Tenant timely pays rent therefor and otherwise timely performs Tenant’s obligations as set forth in this Lease.
2. **Rental Payments.** Subject to adjustment as hereafter provided, Tenant agrees to pay to Landlord as rent during the Lease term, as follows:

a. **Monthly Rental Payments.** Monthly rental payments as follows:

i. First year (August 1, 2019 to July 31, 2020) (the "First Year") monthly base rent: **$3,152.00** ($8.50/square foot); and

ii. Second year (August 1, 2020 to July 31, 2021) monthly base rent: **$3,245.00** ($8.75/square foot); and

iii. Third year (August 1, 2021 to July 31, 2022) monthly base rent: **$3,337.00** ($9.00/square foot),

with each rental payment to be paid in advance, the first rental payment becoming due on or before August 1, 2019 and subsequent rental payments to be due on the first day of each month thereafter during the term of this Lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as Landlord may from time to time previously designate in writing.

b. **Additional Rent.** In addition to the monthly rental payments set forth above, Tenant shall pay Landlord its pro rata/proportionate share of building operating and common area maintenance expenses. Such expenses shall include, but are not limited to, real estate taxes, special assessments, building insurance, common area repair and maintenance, common utilities, trash and snow removal, and lawn/grounds care (collectively, the "Common Area Maintenance Expenses"). For the 2019 calendar year, the Common Area Maintenance Expenses are budgeted at $3.17 per rentable square foot (which amounts to $1,176.00 per month for Tenant during the 2019 calendar year) (the "Additional Rent"). The Additional Rent payments are to be paid in advance, with the first Additional Rent payment becoming due on or before August 1, 2019 and subsequent Additional Rent payments to be due on the first day of each month thereafter during the term of this Lease. At the end of each calendar year, Landlord shall furnish Tenant a detailed reconciliation of actual expenses compared to budgeted expenses relating to the Common Area Maintenance Expenses. If actual expenses are more than budgeted expenses, Tenant shall pay Landlord its pro rata/proportionate share of the increase within thirty (30) days from the delivery of the written notice from Landlord to Tenant of the additional amount due by Tenant for the Common Area Maintenance Expenses.
Expenses. If actual expenses are less than budgeted, Tenant shall receive a credit from Landlord.

c. Utility Expenses. Tenant shall timely pay before delinquency all charges for use of water, sewer, gas, electricity, internet, cable and all other utilities supplied to and used upon the Leased Premises.

3. Late Payments. Delinquent payments not paid within five (5) days of when due pursuant to this Lease shall draw interest at five percent (5%) per annum from the due date until paid. Such interest charges are in addition to the late payment charge hereinafter provided.

In the event any payments as provided in this Agreement are not paid within five (5) days of when due, a late payment charge in the amount of five percent (5%) of the delinquent amount due shall be immediately paid by Tenant to Landlord.

4. Options to Renew. Provided that Tenant is not then in default according to the terms set forth in this Lease, Tenant may elect to renew the Lease for up to two (2) additional one (1) year periods by giving written notice of Tenant’s intent to renew the Lease to Landlord, which written renewal notice must be delivered by Tenant to Landlord at least sixty (60) days prior to the end of the then-current term. The monthly rental payments for each renewal term shall be as follows:

a. First renewal term (August 1, 2022 to July 31, 2023) monthly base rent: $3,430.00 ($9.25/square foot); and

b. Second renewal term (August 1, 2023 to July 31, 2024) monthly base rent: $3,523.00 ($9.50/square foot).

5. Possession. Tenant shall be entitled to possession of the Leased Premises on the first day of the term of this Lease, and shall yield possession of the Leased Premises to Landlord at the time and date of the termination of this Lease, except as herein otherwise expressly provided. Should Landlord be unable to give possession of the Leased Premises to Tenant on the first day of the term of this Lease, Tenant’s only damages shall be a rebating of the pro rata rental. Notwithstanding the foregoing, if the Landlord Improvements (defined below) are not completed on or before August 1, 2019, such event shall not be deemed to constitute the inability of Landlord to give possession of the Leased Premises to Tenant on the first day of the term of this Lease for purposes of this paragraph.

6. Use of Leased Premises. Tenant covenants and agrees during the term of this Lease to use and to occupy the Leased Premises only for the operation of the Iowa BIG program.

7. Quiet Enjoyment. Landlord covenants that its estate in the Leased Premises is fee simple ownership and that Tenant, on paying the rent herein reserved and timely performing all the other obligations of Tenant to be performed by Tenant as provided
in this Lease, shall and may peaceably have, hold and enjoy the Leased Premises for the term of this Lease free from molestation, eviction or disturbance by Landlord or any other persons or legal entity whatsoever. (But see paragraphs 14 and 20, below.)

Landlord shall have the right to mortgage all of its right, title and interest in the Leased Premises at any time without notice, subject to this Lease.

8. **Care and Maintenance of and Improvements to the Leased Premises.**

   a. **Current Condition of the Leased Premises.** Landlord represents and warrants that all electrical, plumbing and HVAC systems are in good operating condition and Tenant acknowledges that it has made a satisfactory inspection of the Leased Premises and is leasing the Leased Premises "as is" and in its existing condition, subject to the other terms set forth in this Lease, specifically including the Tenant Improvements and the Landlord Improvements, as discussed below.

   b. **Tenant's Duty of Care, Maintenance and Repair of the Leased Premises.** During the term of this Lease, Tenant shall be required to maintain the Leased Premises in its current condition, normal wear and tear excepted, subject to the Tenant Improvements and the Landlord Improvements discussed below. Tenant shall, after taking possession of the Leased Premises and until the termination of this Lease and the actual removal from the Leased Premises, at its own expense, care for, repair and maintain the Leased Premises in a reasonably safe and serviceable condition, including, but not limited to the floors, walls, ceiling, plumbing, electrical, mechanical, HVAC, sewer, water, etc., but excluding the structural parts of the building. Tenant will furnish its own interior and exterior decorating. Tenant will not permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Tenant, its agents, employees or invitees. Without limiting the generality of the foregoing, Tenant will make necessary repairs and replacements to the sewer, the plumbing, the HVAC system, the water pipes and electrical wiring, and Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of the Leased Premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. Tenant agrees to maintain adequate heat to prevent freezing of pipes. Tenant, at its own expense (subject to the floor covering and painting allowance discussed below and subject to Landlord approval) may install floor covering and will maintain such floor covering in good condition. Tenant will be responsible for the plate glass in the windows and doors of the Leased Premises. If the Leased Premises is on the ground floor, Tenant will not allow trash of any kind to accumulate on or around the Leased Premises and it will remove and dispose of same in a timely manner.
When used in this Lease, the term “repair” shall mean and include all replacements, alterations, additions and betterments. All repairs and replacements made by Tenant shall be at least equal in quality and class as the original work.

c. **Structural Changes.** Tenant agrees to make no structural changes to the Leased Premises without first receiving the advance written approval of the plans and specifications for same from Landlord.

d. **Landlord’s Duty of Care and Maintenance.** Landlord shall keep the roof, structural parts of the floor, structural parts of the walls and other structural parts of the building in good repair. Landlord shall also maintain the grounds and the parking lot in good repair.

e. **No Unlawful Use.** Tenant will make no unlawful use of the Leased Premises and agrees to comply with all valid regulations of the City Ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.

f. **Parking.** During the term of this Lease, Tenant shall have the non-exclusive use of the parking spaces provided by Landlord at no additional charge. In addition, Tenant shall have the non-exclusive use of the rear parking area for use by staff and for student activities.

g. **Tenant Improvements.** Tenant, at Tenant’s expense, will make the following improvements to the Leased Premises (the “Tenant Improvements”), which Tenant Improvements will be made by Tenant following the execution of this Lease and prior to August 1, 2019:

i. Appliances
ii. Equipment and furniture
iii. Signage
iv. Casework
v. Computers and internet/technology connections

It is agreed that all Tenant Improvements will be made in a good and workmanlike manner and will be diligently completed in a timely manner consistent with the plans and specifications mutually agreed by Landlord and Tenant.

h. **Landlord Improvements.** Tenant has requested that Landlord initially fund and Landlord agrees to initially pay (subject to the terms set forth in this Lease) the actual construction costs relating to the following improvements to be made to the Leased Premises (collectively, the
“Landlord Improvements”). The amounts attributed to the Landlord Improvements set out below are Landlord’s estimates of the costs of the Landlord Improvements. Documentation of actual construction costs relating to the Landlord Improvements will be provided by Landlord to Tenant within seven (7) days of the completion of the following improvements:

i. Permit: $1,200.00
ii. Wall construction/doors: $10,900.00
iii. Ceiling grid: $2,900.00
iv. Sheetrock: 5,200.00
v. Painting: $5,000.00
vi. Carpet/base: $18,200.00
vii. Clean-up: $800.00
viii. Electrical: $3,700.00
ix. Plumbing: $2,400.00
x. HVAC: $600.00

TOTAL: $50,900.00

The Landlord Improvements and the improvements to be made to the Leased Premises relating to the Landlord Improvements will be completed in a good and workmanlike manner consistent with the plans and specifications attached hereto as Exhibit “A”. Tenant and Landlord, collectively, will coordinate the completion of the Landlord Improvements, which process will commence immediately following the execution of this Lease. Landlord and Tenant each agree to make commercially reasonable efforts to coordinate the completion of the Landlord Improvements on or before August 1, 2019. It is understood and agreed, however, that Landlord has no ability to assure Tenant that the Landlord Improvements will be completed on or before August 1, 2019. It is further understood and agreed that if the Landlord Improvements are not completed prior to August 1, 2019, the payments due by Tenant to Landlord according to the terms of this Lease (specifically including the monthly rental payments and the Additional Rent payments) will commence on August 1, 2019 notwithstanding that the Landlord Improvements are not completed by August 1, 2019.

Landlord agrees to initially pay the sum of up to Fifty Thousand Nine Hundred Dollars ($50,900.00) toward the payment of the Landlord Improvements. If the costs and expenses relating to the completion of the Landlord Improvements are projected at any time to exceed Fifty Thousand Nine Hundred Dollars ($50,900.00), then Landlord will inform Tenant, in writing, of such development (the “Notice”) in advance of the completion of the then remaining Landlord Improvements. Following the receipt by Tenant of the Notice, Tenant
will either (i) agree to timely pay the additional costs and expenses relating to the completion of the Landlord Improvements (in excess of the Fifty Thousand Nine Hundred Dollars ($50,900.00) that Landlord will initially pay toward the completion of the Landlord Improvements) (the "Additional Expenses"), or (ii) Tenant will provide Landlord with written instructions regarding the manner that the Landlord Improvements will be modified so that the costs and expenses relating to the completion of the Landlord Improvements will not exceed Fifty Thousand Nine Hundred Dollars ($50,900.00), which modifications to the plans and specifications attached hereto as Exhibit "A" are subject to the written approval by Landlord, which approval shall not be unreasonably withheld.

Landlord agrees to give Tenant a floor covering and painting allowance in the amount Thirteen Thousand Two Hundred Dollars ($13,200.00) ($3.00/square foot) toward the payment of the Landlord Improvements. Tenant agrees to reimburse Landlord for the actual costs and expenses incurred and paid by Landlord relating to the completion of the Landlord Improvements minus the Thirteen Thousand Two Hundred Dollar ($13,200.00) floor covering and painting allowance referenced above (which sum shall hereinafter be referred to as the "Reimbursement Amount"). The Reimbursement Amount will be paid by Tenant to Landlord within ninety (90) days following the completion of the Landlord Improvements. In addition, Tenant agrees to timely pay the Additional Expenses, if applicable.

9. **Surrender of Premises at End of Term—Removal of Fixtures.**

a. Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the Leased Premises to Landlord in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

b. Tenant may, at the expiration of the term of this Lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which Tenant has installed in the Leased Premises, provided that Tenant repairs any and all damages caused by such removal. Notwithstanding the foregoing, the Landlord Improvements shall remain with the Leased Premises upon the termination of the Lease, and Landlord shall not be obligated to pay Tenant for such Landlord Improvements.

c. Continued possession of the Leased Premises, beyond the ending date of the term of this Lease, by Tenant, coupled with the receipt of the specified rental by Landlord (and absent a written agreement by
both parties for an extension of this Lease, or to establish a new lease) shall constitute a month to month extension of this Lease.

10. **Assignment and Subletting.** There shall be no assignment of this Lease or subletting of the Leased Premises by Tenant without the advance written consent of Landlord, which consent may be refused or withheld by Landlord in its sole discretion. Any assignment of this Lease or subletting of the Leased Premises, or any part thereof, without Landlord's advance written permission shall, at the option of Landlord, make the rental for the balance of the Lease term immediately due and payable.

11. **Property/Casualty Insurance.**

   a. Landlord and Tenant will each keep its respective property interests in the Leased Premises and its liability in regard thereto, and its personal property located on the Leased Premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage; and Tenant will procure and deliver to Landlord a certification from the respective insurance companies to that effect. Such insurance shall designate Landlord as an additional insured and as a loss co-payee. Landlord and Tenant further agree that Tenant's share of such insurance proceeds are hereby assigned and made payable to Landlord to secure rent or other obligations then due and owing to Landlord by Tenant, to the extent such insurance proceeds are needed to pay such rent and other Tenant obligations.

   b. Tenant will not do or omit the doing of any act which would vitiate any insurance or increase the insurance rates in force upon the Leased Premises, the improvements on the Leased Premises or upon any personal property of Tenant upon which Landlord by law or by the terms of this Lease, has or shall have a lien.

   c. Landlord and Tenant agree to waive rights of rights of recovery against each other with respect to claims coverable by a standard all-risk policy of property/casualty insurance.

   d. Tenant further agrees to comply with recommendations of the Iowa Insurance Service Bureau and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on the Leased Premises and on the building of which the Leased Premises are a part, due to increased risks or hazards resulting from Tenant's use of the Leased Premises otherwise than as herein contemplated and agreed.

   e. Landlord shall settle and adjust any claim against any insurance company under its said policies of insurance for the Leased Premises, and said insurance monies shall be paid to and held by Landlord to be
used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

12. **Indemnity and Liability Insurance.** Tenant will protect, indemnify and save harmless Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming by, through or under Tenant. Tenant further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies approved by Landlord and authorized to do business in the State of Iowa, in amounts not less than One Million Dollars ($1,000,000.00) for any one person’s injury, and Two Million Dollars ($2,000,000.00) for any one accident, and with the limits of Five Hundred Thousand Dollars ($500,000.00) for property damage, protecting Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, or damage to or loss with respect to the Leased Premises or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the Leased Premises during the term of this Lease.

Certificates or copies of the insurance policies referenced above, naming Landlord as an additional insured and as a loss co-payee, and providing for fifteen (15) days' notice to Landlord before cancellation, shall be delivered to Landlord on or before the first day of the Lease term and annually thereafter during the term of the Lease.

13. **Fire and Casualty.**

   a. **Partial Destruction of Leased Premises.** Tenant shall give immediate written notice to Landlord of any damage caused to the Leased Premises by fire or any other casualty. In the event of a partial destruction or damage to the Leased Premises, which is a business interference, that is, which prevents the conducting of normal business operations and which damage is reasonably repairable within one hundred twenty (120) days after its occurrence, this Lease shall not terminate but the rent for the Leased Premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within one hundred twenty (120) days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Landlord's reasonable control. Any such repair or restoration by Landlord shall not include the replacement of the Tenant Improvements, the Landlord Improvements, any leasehold improvements made by Tenant or any personal property of Tenant.
b. **Zoning.** Should the zoning ordinance of the city or municipality in which the Leased Premises are located make it impossible for Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on the Leased Premises, then such partial destruction shall be treated as a condemnation as provided below.

c. **Total Destruction of Leased Premises.** In the event of the destruction of or damage to the Leased Premises, including the parking area, so that Tenant is not able to conduct its business on the Leased Premises, and which damages cannot be repaired within one hundred twenty (120) days, this Lease may be terminated at the option of either Landlord or Tenant. Such termination in such event shall be effected by written notice from one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession of the Leased Premises within ten (10) days after such notice issues and (except as provided below) each party shall be released from all future obligations, and Tenant shall pay rent and Additional Rent pro rata only to the date of such destruction. Notwithstanding the foregoing, Tenant shall continue to be obligated to timely pay Landlord the Monthly Reimbursement Payments until the Reimbursement Amount due by Tenant to Landlord, as provided above in paragraph 8, has been paid in full.

In the event of such casualty, Landlord at its option, may rebuild or not, in its discretion. Any such restoration by Landlord shall not include the replacement of the Tenant Improvements, the Landlord Improvements, any leasehold improvements made by Tenant or any other personal property of Tenant. If the Lease is not terminated by either party as provided above, any restoration of the Leased Premises beyond Landlord’s obligations as set forth above shall be performed by Tenant at Tenant’s sole cost and expense. No liability or penalty shall accrue to Landlord for any delay in completing the restoration and/or repairs to the Leased Premises following the casualty.

14. **Condemnation**

a. **Disposition of Awards.** Should the whole or any part of the Leased Premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of such award as may be fair and reasonable.
b. **Date of Lease Termination.** If the whole of the Leased Premises shall be condemned or taken, Landlord shall not be liable to Tenant except and as its rights are preserved as provided in paragraph 14(a), above.

15. **Termination of Lease, Defaults of Tenant and Remedies.**

a. This Lease shall terminate upon the expiration of the Lease term; or if this Lease expressly and in writing provides for any renewal option or options, and if any such option is exercised by Tenant, then this Lease will terminate at the expiration of the option term or terms.

**EVENTS OF DEFAULT**

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

i. Failure to pay rent, Additional Rent and Monthly Reimbursement Payments when due.

ii. Failure to observe or timely perform any and all duties, obligations and agreements imposed on Tenant pursuant to terms of this Lease.

iii. Abandonment of the Leased Premises. "Abandonment" means Tenant has failed to engage in its usual and customary business activities on the Leased Premises for more than fifteen (15) consecutive business days.

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

**NOTICE OF DEFAULT**

c. Landlord shall give Tenant a written notice specifying the default and giving Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent, Additional Rent and Monthly Reimbursement Payments) that cannot be remedied in ten (10) days by diligent efforts of Tenant, then Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time to cure a non-monetary default shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three (3) notices for the same default within any three hundred sixty-five (365) day period.
REMEDIES

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

i. **Termination.** Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of the termination of this Lease, Landlord shall be entitled to accelerate the entire unpaid portion of the rent and Additional Rent due pursuant to this Lease and to obtain a judgment against Tenant for the balance of such rent and Additional Rent agreed to be paid for the remaining term herein provided, plus all expenses of Landlord in regaining possession of the Leased Premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

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

iii. **Payment of the Reimbursement Amount.** Notwithstanding the foregoing and whether Landlord terminates the Lease or if the Lease is forfeited, it is agreed by Landlord and Tenant that Tenant shall continue to be obligated to timely pay Landlord the Monthly Reimbursement Payments until the Reimbursement Amount due by Tenant to Landlord, as provided above in paragraph 8, has been paid in full.

e. **Waiver as to any default shall not constitute a waiver of any subsequent default or defaults.**

f. **Acceptance of keys, advertising and re-renting by Landlord upon Tenant's default shall be construed only as an effort to mitigate damages by Landlord, and not as an agreement to terminate this Lease.**

16. **Right of Either Party to Make Good any Default of the Other.** If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this Lease, and such default shall have continued for ten (10) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform
such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of five percent (5%) per annum, from the date of such advance.

17. **Signage.** The location, size and style of all signage shall be subject to the written approval by Landlord, which approval shall not be unreasonably withheld, and will be subject to local zoning codes and protective covenants. Tenant will be responsible for all signage costs, including but not limited to, graphics, installation and maintenance of such signage. In addition, Tenant shall remove its signage and repair any damage caused by such removal as soon as practical after the termination of this Lease.

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

18. **Mechanic's Liens.** Neither Tenant nor any one claiming by, though or under Tenant shall have the right to file or place any mechanic's lien or other lien of any kind or character, whatsoever, upon the Leased Premises or upon any building or improvement thereon, or upon the leasehold interest of Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of Landlord, Tenant covenants and agrees to give actual notice of the terms of this paragraph, in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor upon the Leased Premises.

19. **Landlord's Lien and Security Interest.** Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor kept and used on the Leased Premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease for the recovery of rent, or for termination of this Lease because of Tenant's default in its performance.

20. **Landlord's Right to Enter the Leased Premises.**

a. Subject to paragraph 20(b), Landlord has the right to enter the Leased Premises at any time and for any lawful purpose, including but not limited to performing necessary building services, examining or inspecting the Leased Premises, and making repairs and/or improvements to the Leased Premises as Landlord deems reasonably necessary or appropriate.

b. Landlord shall make a reasonable effort to notify Tenant prior to entering the Leased Premises for any reason other than in an emergency. Landlord agrees to make a reasonable effort not to
unduly disrupt Tenant’s business operations in the event improvements and/or repairs are needed to the Leased Premises.

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

22. **Notices and Demands.** Notices as provided for in this Lease shall be given to the respective parties at the respective addresses designated on the first page of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

23. **Attorney Fees.** In any action to enforce the terms of this Lease, the prevailing party shall be entitled to receive reasonable attorney fees from the other party.

24. **Provisions to Bind and Benefit Successors, Assigns, Etc.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this Lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

25. **Changes to be in Writing.** None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by both parties and delivered to Landlord and Tenant.

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

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. **Governing Law.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Iowa and every legal proceeding arising out of or related to this Agreement shall be brought in the appropriate court in Linn County, Iowa, each of the parties hereby consenting to the exclusive jurisdiction, both personal and subject matter, of said courts for this purpose.
29. **Headings and Captions.** The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement.

30. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matters of this Agreement, and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters of this Agreement.

31. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby, and shall continue to be valid and enforceable, and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

32. **Gender and Number.** Words and phrases set forth in this Agreement shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

33. **Construction.** It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other would render the provision valid, then the provision shall have the meaning which renders it valid. It is agreed that if any provision of this Agreement shall be found by any court of competent jurisdiction to be unclear and ambiguous, that the rule of contract construction that any such provision be construed against the party who prepared the instrument shall not apply.

34. **Time of the Essence.** In all matters relating to this Agreement, time shall be of the essence.

35. **Counsel.** Each of the parties to this Agreement have been afforded the opportunity to seek legal counsel with respect to how the terms and conditions of this Agreement may affect them. By execution of this Agreement, each of the parties to this Agreement acknowledge that they have each sought independent legal counsel or have been afforded the opportunity to do so and have decided not to exercise such right.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease – Business Property in duplicate the day and year first above written.

LANDLORD:

________________________________________
Thomas W. Farland

________________________________________
Julia K. Farland

TENANT:
Cedar Rapids Community School District d/b/a Iowa BIG

By: ________________________________

Its: ________________________________
   Board Secretary
## Estimated Build-Out Costs

### 5313 N. Park Place NE

April 24, 2019

### Construction Costs

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<th>Item</th>
<th>Cost</th>
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<tr>
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<td>Wall construction/doors</td>
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<tr>
<td>HVAC</td>
<td>$600</td>
</tr>
</tbody>
</table>

**TOTAL** $50,900

### TI Allowance

- **4400 SF x $3/SF = $13,200**

### Amortized Improvements

- **$37,700**

### Tenant Improvements

- Appliances
- Equipment/furniture
- Signage
- Casework
- Computers/internet

17016/est.
CONSENT AGENDA

BA-19-405  Resolution – Approving Commitment of General Fund Balance (David Nicholson)

Action Item

Pertinent Fact(s):

1. Iowa Code allows District’s Board of Education to commit general fund dollars for District commitments that will occur in future fiscal years. The only requirement is that the Board needs to pass the resolution by June 30th to be able to record the commitments in the District’s annual financial statement.

2. We have two sizable expenditures that the Board has approved that will not be expended until the 2019-2020 Fiscal Year: $536,680 for the purchase of 20 vans and $600,000 for the purchase and implementation of the District’s Infinite Visions ERP software.

3. Once the payments have been expended for these commitments, the Board will be asked to pass a Resolution to un-commit these funds. This will most likely occur in June 2020.

Recommendation:

It is recommended that the Board of Education approve the Resolution Approving the Commitment of $1,136,680 of General Fund Balance for the purchase of 20 vans and the purchase and implementation of the Infinite Visions ERP software.
ADMINISTRATION

BA-19-406  Resolution - Authorizing and Providing for the Issuance and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 and Authorizing the Execution and Delivery of Documents (Nancy Humbles/Brad Buck)

Exhibit: BA-19-406.1-26

Action Item  Motion/2nd/Roll Call

Pertinent Fact(s):

The final Resolution needing Board approval for the issuance of $25,185,000 of School Infrastructure Sales, Services and Use Tax Revenue Bonds and all required documents related to the sale is presented for the Board’s consideration and approval.

Recommendation:

It is recommended that the Board of Education approve the Resolution - Authorizing and Providing for the Issuance and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 and Authorizing the Execution and Delivery of Documents related thereto.

ADJOURNMENT – President Nancy Humbles
MINUTES OF MEETING TO ISSUE
SCHOOL INFRASTRUCTURE SALES,
SERVICES AND USE TAX REVENUE
BONDS

Cedar Rapids, Iowa

June 24, 2019

The Board of Directors of the Cedar Rapids Community School District met on the above
date, at ______ o’clock a.m. at the ______________________________, Cedar Rapids, Iowa.

The meeting was called to order by the Secretary of the Board, and the roll was called
showing the following Directors present and absent:

Present: ____________________________________________

Absent: ____________________________________________

• • • Other Business • • •

The Board took up for consideration the resolution next hereinafter set out. Board Member
______________ moved that the resolution be adopted, seconded by Board Member
______________. The President of the Board put the question on the motion, and the roll being
called, the following named Directors voted:

Ayes: ____________________________________________

Nays: ____________________________________________

Whereupon, the President of the Board declared the motion duly carried and the resolution
duly adopted as hereinafter set out.

• • • Other Business • • •

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.
RESOLUTION

Resolution authorizing and providing for the issuance and securing the payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds and authorizing the execution and delivery of documents related thereto

WHEREAS, the Cedar Rapids Community School District (the “School District”), in the County of Linn (the “County”), State of Iowa, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”) and which taxes are and will continued to be collected as set forth therein; and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on September 8, 2009; and

WHEREAS, the School District has previously issued the Outstanding Bonds (as defined herein) in accordance with the Outstanding Bond Resolutions (as defined herein) payable from the School Infrastructure Tax Revenues, and such Outstanding Bond Resolutions provided that additional Parity Bonds (as defined therein) payable from the School Infrastructure Tax Revenues may be issued on a parity with the Outstanding Bonds, provided that there has been procured and placed on file with the Secretary of the Board of Directors, a statement complying with the conditions and limitations therein imposed upon the issuance of said Parity Bonds; and

WHEREAS, the Board of Directors (the “Board”) of the School District is undertaking various school infrastructure projects, including but not limited to furnishing, equipping, constructing, improving, repairing, and renovating school buildings and improving sites, including one or more new elementary school buildings and related parking and site improvements (the “Project”); and

WHEREAS, pursuant to the provisions of Chapter 423E of the Code of Iowa, the School District deems it advisable and necessary to issue not to exceed $25,185,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds” and sometimes referred to herein as the “Bonds”), for the purposes financing a portion of the Project and paying costs of issuance and related costs of the Series 2019 Bonds, such Series 2019 Bonds shall be on a parity with the Outstanding Bonds (as defined herein) and any future Parity Bonds; and

WHEREAS, a statement of Piper Jaffray & Co. has been placed on file in the office of the Secretary of the Board of Directors, showing that the conditions and limitations of the Outstanding Bond Resolutions with regard to the sufficiency of School Infrastructure Tax Revenues for the issuance of the Series 2019 Bonds on a parity with the Outstanding Bonds have been met and satisfied as required by the Outstanding Bond Resolutions; and
WHEREAS, arrangements have been made for the sale of the Series 2019 Bonds to Key Government Finance, Inc. (the “Lender”);

NOW, THEREFORE, Be It Resolved by the Board of Directors of the Cedar Rapids Community School District, as follows:

Section 1. 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 Series 2019 Bonds in accordance with the provisions of this Resolution.

“Bonds” or “Series 2019 Bonds” shall mean the not to exceed $25,185,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019, authorized to be issued by this Resolution.

“Date of Taxability” shall have the meaning given such term in the Series 2019 Bonds.

“Determination of Taxability” shall have the meaning given such term in the Series 2019 Bonds.

“Economic Refunding” shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Series 2019 Bonds, any Outstanding Bonds or Parity Bonds in accordance with Section 11 of this Resolution, and to pay costs of issuance. The refunding effected with the proceeds of such refunding bonds (i) must produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the Series 2019 Bonds, the Outstanding Bonds or the Parity Bonds being refunded; (ii) shall not have a payment in any Fiscal Year (through maturity of the refunding bonds) that is greater than the payment in such Fiscal Year on the Series 2019 Bonds, Outstanding Bonds or the Parity Bonds being refunded, and (iii) shall have a final maturity no later than the final maturity of the Series 2019 Bonds, Outstanding Bonds or the Parity Bonds being refunded.

“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 School District. 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, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.

“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 Cedar Rapids Community School District.

“Lender” shall mean Key Government Finance, Inc., together with its successors and assigns, as a holder of the Series 2019 Bonds.

“Outstanding Bonds” shall mean the Series 2010 Bonds, the Series 2010 QSCB Bonds and the Series 2015 Bonds, which remain outstanding as of the date of this Resolution and are secured by a lien on the School Infrastructure Tax Revenues.

“Outstanding Bond Resolutions” shall mean Series 2010 Bond Resolution, the Series 2010 QSCB Bond Resolution and the Series 2015 Bond Resolution, collectively.

“Parity Bonds” shall mean bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Outstanding Bonds, the Series 2019 Bonds and any Additional Bonds as authorized to be issued under the terms of this Resolution.

“Paying Agent” shall mean UMB Bank, n.a., or other entity as may be approved by the School District.

“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 Series 2019 Bonds or costs of the Projects.

“Registrar” shall mean UMB Bank, n.a., or other entity as may be approved by the School District.

“Registrar and Paying Agent Agreement” shall mean the Registrar and Paying Agent Agreement among the School District, the Registrar and Paying Agent regarding the Series 2019 Bonds.

“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 section 423E.4 Code of Iowa, 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.
“Series 2010 Bond Resolution” means the School District’s resolution adopted on July 1, 2010 authorizing the issuance of the Series 2010 Bonds.

“Series 2010 Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 issued in the original principal amount of $30,000,000 pursuant to the Series 2010 Bond Resolution.

“Series 2010 QSCB Bond Resolution” means the School District’s resolution adopted on November 8, 2010 authorizing the issuance of the Series 2010 QSCB Bonds.

“Series 2010 QSCB Bonds” shall mean the School District’s Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds (Qualified School Construction Bonds – Direct Pay), Series 2010 issued in the original principal amount of $11,842,461 pursuant to the Series 2010 QSCB Bond Resolution.


“Series 2015 Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2015 issued in the original principal amount of $57,500,000 pursuant to the Series 2015 Bond Resolution.

“2019 Bond Sinking Fund Subaccount” means the subaccount by that name created pursuant to Section 7 hereof.

“Tax Exempt Rate” means 2.33% per annum.

“Taxable Rate” means 2.95% per annum

“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.

Section 2. **Authorization.** For the purposes referred to in the preamble hereof and pursuant to Chapters 423E and 423F of the Code of Iowa, the Series 2019 Bonds are hereby authorized to be issued in the amount of $25,185,000 and sold to the Lender. Any change in the amount set forth above shall be approved by the Superintendent or the President; however, the aggregate amount issued may not exceed $25,185,000. The Series 2019 Bonds shall be dated as of the date of their delivery to the Lender and shall be payable as to both principal and interest in the manner hereinafter specified.

Section 3. **Registrar and Paying Agent.** UMB Bank, n.a. is hereby designated as the Registrar and Paying Agent for the Series 2019 Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent”, and the President and the Board Secretary are hereby authorized and directed to execute and deliver the Registrar and Paying Agent Agreement.

Section 4. **Bond Details; Source of Payment.** The Series 2019 Bonds shall bear interest at the Tax Exempt Rate, unless a Determination of Taxability shall have occurred, in
which case the Series 2019 Bonds shall bear interest at the Taxable Rate from the Date of Taxability. Principal of and interest on the Series 2019 Bonds shall be payable in semi-annual installments as set forth in the Series 2019 Bonds. All payments shall be applied first to the payment of interest due and next to the reduction of principal. Interest shall be calculated as set forth in the Series 2019 Bonds.

Payment of both principal of and interest on the Series 2019 Bonds shall be made to the registered owners appearing on the registration books of the School District at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books. After the final installment of principal and interest on a Series 2019 Bonds the Lender shall return the original Series 2019 Bonds to the Paying Agent.

The School District reserves the right to prepay principal of the Series 2019 Bonds prior to maturity, in whole or in part, on any date at a price of par plus accrued interest, and, if prepayment occurs prior to June 28, 2022, subject to a 0.50% prepayment premium calculated on the outstanding principal balance at the time of the prepayment.

Notice of such prepayment shall be given by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the School District’s registration books not less than 30 days prior to such prepayment date.

Any notice of prepayment may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2019 Bonds and that if funds are not available, such prepayment shall be cancelled by written notice to the owners of the Series 2019 Bonds in the same manner as the original prepayment notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for prepayment.

The Series 2019 Bonds shall be executed on behalf of the School District with the official manual or facsimile signature of the President of the Board and attested by the official manual or facsimile signature of the Board Secretary, and shall be fully registered bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature shall appear on the Series 2019 Bonds shall cease to be such officer before the delivery of such Series 2019 Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2019 Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Bond Registrar.

The Series 2019 Bonds, together with the Outstanding Bonds and any future Parity Bonds, and the interest thereon, shall be payable solely from the School Infrastructure Tax Revenues and the Revenue Fund and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment thereof. None of the Series 2019 Bonds shall be a general obligation of the School District, and under no circumstances shall the School District be in any manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment in whole or in part of the Series 2019 Bonds and the interest thereon; but the Series 2019 Bonds shall be
payable both as to principal and interest solely and only from the School Infrastructure Tax Revenues pledged therefor as hereinafter provided.

The Series 2019 Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the School District kept by the Bond Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Series 2019 Bonds shall be transferable only upon the registration books of the School District upon presentation to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2019 Bonds may be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Form of Series 2019 Bonds. The Series 2019 Bonds shall be initially issued as a single Series 2019 Bond and shall be in substantially the following form:
THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO U.S. PERSONS (AS SUCH TERMS ARE DEFINED UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THE BOND IS BEING OFFERED AND SOLD ONLY TO (1) “QUALIFIED INSTITUTIONAL BUYERS” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND (2) TO A LIMITED NUMBER OF OTHER INSTITUTIONAL “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) THAT EXECUTE AND DELIVER A LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS, AND THE BOND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE SERIES 2019 BOND RESOLUTION.

(Form of Series 2019 Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF LINN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BOND,
SERIES 2019

No. 1 $25,185,000

<table>
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<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>BOND DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.33%</td>
<td>January 1, 2030</td>
<td>[Date of Delivery]</td>
</tr>
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</table>

The Cedar Rapids Community School District (the “School District”), in the County of Linn, State of Iowa, for value received, promises to pay on the Maturity Date of this Bond to:

KEY GOVERNMENT FINANCE, INC.

or registered assigns (the “Lender”), the principal sum of Twenty-Five Million, One Hundred Eighty-Five Thousand Dollars together with interest on the outstanding principal hereof at the Interest Rate from the date of this Bond, or from the most recent payment date on which interest has been paid until the Maturity Date, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

Interest on this Bond is payable semi-annually on January 1 and July 1 of each year, commencing on January 1, 2020, and will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Principal of this Bond is payable in semi-annual installments on January 1 and July 1, commencing January 1, 2020, in each of the respective years and in the respective installment
amounts, and continuing to and including the Maturity Date, subject to earlier prepayment as provided herein:

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<th>Date</th>
<th>Principal Payment</th>
<th>Date</th>
<th>Principal Payment</th>
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<tbody>
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</table>

* Maturity Date

On the Maturity Date, any remaining principal and interest shall be due and payable.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a duly authorized series of bonds (the “Bonds”) issued by the School District pursuant to and in strict compliance with the provisions of Chapter 423E and Chapter 423F of the Code of Iowa, as amended, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Directors of the School District authorizing and providing for the sale and issuance and securing the payment of the Bonds (the “Series 2019 Bond Resolution”), and reference is hereby made to the Series 2019 Bond Resolution for a more complete statement as to the source of payment of the Bonds and the rights of the Lender. Capitalized terms used but undefined herein shall have the respective meanings ascribed to such terms in the Series 2019 Bond Resolution.

This Bond is issued for the purpose of financing a portion of the School District’s Project (as defined in the Series 2019 Bond Resolution) and paying costs of issuance and related costs.

Upon the occurrence of a Determination of Taxability (as defined hereinafter), the Interest Rate on this Bond shall be automatically increased, effective as of the Date of Taxability (as defined hereinafter), to a rate of 2.95% per annum (the “Taxable Rate”). In such case, the School District agrees also to pay to the Lender forthwith an amount equal to the aggregate difference between (i) the amount of interest paid on this Bond during the period in which all or a portion of the interest on this Bond was not excludable from the gross income of the holder (including without limitation any former holder) hereof for federal income tax purposes (the “Taxable Period”) and (ii) the amount of interest that would have been payable on this Bond during the Taxable Period had the interest rate on this Bond been the Taxable Rate, together with an additional amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended)
owed by the holder (including without limitation any former holder) hereof as a result of the occurrence of a Determination of Taxability. The provisions of this paragraph shall survive the payment of this Bond and the termination of the Series 2019 Bond Resolution.

A “Determination of Taxability” shall mean that all or a portion of the interest paid or payable on all or any portion of the Bonds is not excludable from the gross income of the holder (or any former holder) thereof for federal income tax purposes, as determined by such holder (or former holder).

The “Date of Taxability” shall mean the date as of which the interest paid or payable on the Bonds is includable in the gross income of the holder thereof for federal income tax purposes.

The School District reserves the right to prepay principal of this Bond prior to maturity, in whole or in part, on any date at a price of par plus accrued interest, and, if prepayment occurs prior to June 28, 2022, subject to a 0.50% prepayment premium calculated on the outstanding principal balance at the time of the prepayment.

Notice of such prepayment shall be given by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the School District’s registration books not less than 30 days prior to such prepayment date.

Any notice of prepayment may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of this Bond and that if funds are not available, such prepayment shall be cancelled by written notice to the Lender in the same manner as the original prepayment notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for prepayment.

The Bonds are not general obligations of the School District, but the Bonds, together with the Outstanding Bonds (as defined in the Series 2019 Bond Resolution) and any future Parity Bonds (as defined in the Series 2019 Bond Resolution), are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in the Series 2019 Bond Resolution. The School District has covenanted that it will allocate such School Infrastructure Tax Revenues to the Sinking Fund created in the Outstanding Bond Resolutions (as defined in the Series 2019 Bond Resolution) to meet the payments of principal of and interest on the Outstanding Bonds, the Bonds and any future Parity Bonds, as the same become due. Under no circumstances shall the School District be in any manner liable by reason of the failure of the said School Infrastructure Tax Revenues to be sufficient for the payment of the principal of or interest on the Bonds.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the names of the owners on the books of the School District in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar, or the assignment form hereon completed and duly executed by the Lender or the duly authorized attorney for such Lender.
The School District, the Bond Registrar and the Paying Agent may deem and treat the Lender hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the School District, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the Cedar Rapids Community School District, Iowa, by its Board of Directors, has caused this Bond to be executed by the President of the Board and attested by the Board Secretary, all as of the Bond Date.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By (DO NOT SIGN) __________________________
President, Board of Directors

Attest:

(DO NOT SIGN) __________________________
Board Secretary
REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Series 2019 Bond Resolution.

UMB BANK, N.A.

By (Authorized Signature) ____________________
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEN COM</td>
<td>as tenants in common</td>
</tr>
<tr>
<td>TEN ENT</td>
<td>as tenants by the entireties</td>
</tr>
<tr>
<td>TEN</td>
<td>as joint tenants with right of survivorship and not as tenants in common</td>
</tr>
<tr>
<td>UTMA</td>
<td>As Custodian for (Minor) under Uniform Transfers to Minors Act (State)</td>
</tr>
</tbody>
</table>

Additional abbreviations may also be used though not in the list above.
ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

________________________________________ (please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint ______________________, Attorney, to transfer this Bonds on the books kept for registration thereof with full power of substitution.

Dated: ________________________________

Signature guaranteed:

________________________________________

________________________________________

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Deposit of Bond Proceeds; Executions of Documents. The Series 2019 Bonds shall be executed as herein provided as soon after the adoption of this Resolution as may be possible and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to the Lender, upon receipt of the purchase price thereof, and all action heretofore taken in connection with the issuance of the Series 2019 Bonds is hereby ratified and confirmed in all respects. The proceeds received from the Series 2019 Bonds shall be applied to pay costs of issuance associated with the issuance of the Series 2019 Bonds and to pay a portion of the costs of the Project.

The officers of the School District are hereby authorized and directed to do all acts and things as may be necessary in connection with the issuance and delivery of the Series 2019 Bonds and to carry out the intent and purposes of this Resolution.

Section 7. Application of Revenues; Funds and Accounts. The Outstanding Bond Resolutions created the Cedar Rapids Community School District School Infrastructure Sales and Services Tax Revenue Fund (the “Revenue Fund”) held by the School District into which the School District is required to deposit 100% of the School Infrastructure Tax Revenues received by the School District until all of the Outstanding Bonds and any Parity Bonds (including the Series
2019 Bonds) have been paid and no longer outstanding. From and after the delivery of the Series 2019 Bonds and as long as any of the Series 2019 Bonds are outstanding and unpaid or until all principal of and interest thereon have been discharged and satisfied or provision therefor has been made, 100% of the School Infrastructure Tax Revenues received by the School District shall continue to be deposited in the Revenue Fund, which shall be used and disbursed in the following priority:

(1) **Sinking Fund.** The Outstanding Bond Resolutions created a Sinking Fund to be held by the School District into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds and any future Parity Bonds (including the Series 2019 Bonds), as the same become due, and the School District shall continue to maintain the Sinking Fund so long as the Series 2019 Bonds and any Parity Bonds are outstanding. The Outstanding Bond Resolutions created within the Sinking Fund various subaccounts with respect to the Outstanding Bonds and authorized the creation of additional subaccounts with respect to Parity Bonds.

The money in the Revenue Fund shall first be disbursed on a parity basis to make deposits into the various subaccounts of the Sinking Fund, hereinbefore created pursuant to the Outstanding Bond Resolutions, created pursuant to this Resolution or created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Sinking Fund during each Fiscal Year shall be sufficient to pay the principal of and interest due during such Fiscal Year on the Outstanding Bonds, the Series 2019 Bonds and any Parity Bonds.

Pursuant to the Outstanding Bond Resolutions, the School District has created the following subaccounts within the Sinking Fund:

(a) **School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 Sinking Fund Subaccount** (“Prior 2010 Bond Sinking Fund Subaccount”) for the Series 2010 Bonds held by the trustee for the Series 2010 Bonds;

(b) **Taxable School Infrastructure Sales, Services, and Use Tax Revenue Bonds, (Qualified School Construction Bond — Direct Pay), Series 2010 Sinking Fund Subaccount** (“2010 QSCB Sinking Fund Subaccount”) for the Series 2010 QSCB Bonds held by the trustee for the Series 2010 QSCB Bonds; and

(c) **School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015 Sinking Fund Subaccount** (“2015 Bond Sinking Fund Subaccount” and, together with the Series 2010 Bond Sinking Fund Subaccount and the Series 2010 QSCB Sinking Fund Subaccount, the “Outstanding Bond Sinking Fund Subaccounts”) for the Series 2015 Bonds held by the School District or the registrar and paying agent for the Series 2015 Bonds.

So long as the Outstanding Bonds remain outstanding, the Outstanding Bonds Sinking Fund Subaccounts created pursuant to the Outstanding Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the respective Series of Outstanding Bonds as provided in the Outstanding Bond Resolutions.
In accordance with the Outstanding Bonds Resolutions, there is hereby established a subaccount entitled the School Infrastructure Sales, Services and Use Tax Revenue Bonds, 2019 Bond Sinking Fund Subaccount (the “2019 Bond Sinking Fund Subaccount”) within the Sinking Fund for the purpose of paying principal of and interest on the Series 2019 Bonds. The 2019 Bond Sinking Fund Subaccount shall be held by the School District, the Registrar and Paying Agent or another lending institution approved by the Superintendent of the School District. The required amount to be deposited in the 2019 Bond Sinking Fund Subaccount 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 Series 2019 Bonds, plus the equal monthly amount necessary to pay in full the installment of principal coming due on the next succeeding principal payment date until the full amount of such installment is on deposit. The money deposited in the 2019 Bond Sinking Fund Subaccount shall be used solely to pay the principal of, and interest on the Series 2019 Bonds, and is hereby pledged to the payment thereof. If for any reason the amount on deposit in the 2019 Bond Sinking Fund Subaccount exceeds the required amount, the excess shall forthwith be withdrawn and deposited into the Revenue Fund.

The subaccounts in the Sinking Fund shall be segregated from all other funds, accounts and subaccounts established by this Resolution, the Outstanding Bond Resolutions or any future resolutions authorizing the issuance of Parity Bonds. Upon the issuance of future Parity Bonds, the School District may provide for annual or more or less frequent payments of into subaccount(s) of the Sinking Fund for such Parity Bonds to pay the principal of an interest on such Parity Bonds.

(2) Reserve Fund. The Outstanding Bond Resolutions created a School Infrastructure Sales, Services and Use Tax Revenue Debt Service Reserve Fund (the “Reserve Fund”) to be held by the School District and various subaccounts thereof into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to maintain a debt service reserve for the Outstanding Bonds, and any future Parity Bonds secured by the Reserve Fund.

After making the deposits into the various subaccounts of the Sinking Fund as hereinbefore provided, the money in the Revenue Fund shall next be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund hereinbefore created pursuant to the Outstanding Bond Resolutions and created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Reserve Fund shall be sufficient to maintain the minimum amount required for each respective subaccount of the Reserve Fund pursuant to the respective Outstanding Bond Resolution and any future resolutions authorizing the issuance of Parity Bonds secured by the Reserve Fund.

Pursuant to the Outstanding Bond Resolutions, the School District has created the following subaccounts within the Reserve Fund:

(a) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 Debt Service Reserve Fund Subaccount for the Series 2010 Bonds held for the Series 2010 Bonds; and

So long as the Outstanding Bonds remain outstanding, the subaccounts created in the Reserve Fund pursuant to the Outstanding Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the respective Series of Outstanding Bonds as provided in the Outstanding Bond Resolutions.

The Series 2019 Bonds are NOT secured by the Reserve Fund or any subaccount thereof.

The School District may establish other subaccounts within the Reserve Fund upon the issuance of future Parity Bonds which are required to be secured by the Reserve Fund. The money deposited into the Revenue Fund shall be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund for all Parity Bonds secured thereby. The subaccounts in the Reserve Fund shall be segregated from all other funds, accounts and subaccounts established by the Outstanding Bond Resolutions and any future resolution for Parity Bonds secured by the Reserve Fund, and each subaccount shall be segregated and shall not be commingled or pledged to any other Parity Bonds, if issued.

(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 Series 2019 Bonds, the Outstanding Bonds and any other Parity Bonds.

(4) **Surplus Revenue.** Any remaining money in the Revenue Fund may be used to pay or redeem any of the Series 2019 Bonds, the Outstanding Bonds and any other Parity Bonds or used for any lawful purpose, subject to the limitations herein. The School District reserves the right to create such additional funds, or subaccounts within funds established herein, as deemed necessary or appropriate, or as required by the issuance of additional obligations, provided the rights of the holders and security for the Series 2019 Bonds, the Outstanding Bonds and any other Parity Bonds are not impaired thereby.

Money in the Revenue Fund shall be allocated, deposited and paid into the various funds and accounts hereinafter referred to at the times and in the order in which said funds are listed, on a cumulative basis. If in any month the money in the Revenue Fund, the Sinking Fund or its Subaccounts, or the Reserve Fund or its Subaccounts shall be insufficient to deposit in or transfer to or from the required amount in any of said funds or accounts, such deposits or transfers shall be made on a pro rata basis (in accordance with the outstanding principal amounts of the Outstanding Bonds, the Series 2019 Bonds and the Parity Bonds) and the deficiencies 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 School District may establish various subaccounts within each fund established by the Outstanding Bond Resolutions or this Resolution.

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

Section 8. **Investments.** Moneys on hand in any of the funds or accounts established by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation (the “FDIC”), 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 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 or account was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the School District to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund, 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, shall not be available for any other purposes other than those specified in this Resolution and the Outstanding Bond Resolutions.

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

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

The School District hereby covenants and agrees that no such investment shall ever be made so as to cause the interest on the Series 2019 Bonds to become taxable as “arbitrage bonds” pursuant to the provisions of Section 148 the Internal Revenue Code of 1986, as amended.

Section 9. Covenants of the School District. The School District hereby represents, warrants, covenants and agrees with the owner or owners of the Series 2019 Bonds, or any of them, as follows:

(a) The School District 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 School District 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 School District 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 School District, 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 School District, 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 School District 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 School District 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 School District, 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 of every owner of any of the Bonds against all claims and demands of all persons whomsoever.

(f) The School District, 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 School District officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bonds shall be conditioned upon the proper application of said moneys.

(h) The Governing Body of the School District 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 Lender upon request.

(i) The Governing Body of the School District shall not take any action with respect to the School District’s current Revenue Purpose Statement which would impair the ability or authority of the School District to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds.

(j) No obligations secured by a lien on the School Infrastructure Tax Revenues that is senior to the lien of the Bonds secured thereby exists. No obligation is secured by a lien on the School Infrastructure Tax Revenues that is subordinate to the lien thereon securing the Bonds.

(k) As soon as available but not later than 270 days after the end of the Fiscal Year, commencing with the report for the Fiscal Year ending June 30, 2019, the School District shall provide to each owner of the Bonds an electronic copy of its audited annual financial statements (the “Annual Report”) and the unaudited Operating Information (as defined below), together with a certificate of the Board Secretary or the School District’s Finance Officer that the School District is in compliance with the financial covenants governing the Bonds. If the School District is unable
to provide an Annual Report or the Finance Operating Information within 270 days of the end of the School District’s fiscal year, the School District shall send a notice to the Lender stating (1) that there has been a failure to provide such information on or before the deadline above-specified and (2) the date by which the School District will be able to provide the required information.

For purposes of this resolution, “Operating Information” means the following unaudited information for the most recent five year fiscal year period (unless otherwise agreed by the Lender and the School District in writing):

1. Amount of the Statewide Receipts of the School Infrastructure Sales, Services & Use Tax;
2. Statewide enrollment;
3. Average revenue per student;
4. District enrollment;
5. Amounts pledged to the Bonds, all Outstanding Bonds and Parity Bonds; and
6. The debt service coverage ratio on the Bonds, all Outstanding Bonds and Parity Bonds.

The School District shall provide the Lender such other financial reports as the Lender may reasonably request.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the School District with respect to the School Infrastructure Tax Revenues shall obligate the School District to undertake or perform any duty, task or obligation to be performed by the State of Iowa or the 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 10. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the 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 and interest thereon, and of the pledge of the School Infrastructure Tax Revenues made hereunder, and of all covenants of the School District hereunder.

Upon an occurrence of a Determination of Taxability, the School District shall, with respect to future interest payments, begin making payments relating to the Bonds calculated at the Taxable Rate. As set forth in the Bonds, the School District shall make immediately a payment to the Lender forthwith an amount equal to the aggregate difference between (i) the amount of interest paid on the Series 2019 Bonds during the period in which all or a portion of the interest on Series 2019 Bonds was not excludable from the gross income of the holder (including without limitation any former holder) Series 2019 Bonds for federal income tax purposes (the “Taxable Period”) and (ii) the amount of interest that would have been payable on Series 2019 Bonds during the Taxable Period had the interest rate on Series 2019 Bonds been the Taxable Rate, together with an additional amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended) owed by the holder (including without limitation any former holder) of the Series 2019 Bonds as a
result of the occurrence of a Determination of Taxability. The provisions of this paragraph shall survive the payment of the Series 2019 Bonds and the termination of this Resolution.

Section 11. Prior Lien and Parity Bonds; Subordinate Obligations. The School District will issue no notes, bonds or other obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Series 2019 Bonds, the Outstanding Bonds or any other Parity Bonds.

Additional Bonds may be issued as Parity Bonds and therefore issued on a parity and equality of rank with the Series 2019 Bonds, the Outstanding Bonds and any other 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 Series 2019 Bonds, the Outstanding Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below; or

(b) For the purpose of refunding any Series 2019 Bonds, the Outstanding 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 and the Lender, 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 Series 2019 Bonds, Outstanding Bonds and 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 as aforesaid, the amount of the revenues for such year may be adjusted so as to reflect any changes in the amount of such revenues which would have resulted had the School Infrastructure Tax or any revision of the rate of the School Infrastructure Tax, the formula for distribution of the School Infrastructure Tax Revenues or the level at which the State funds the Statewide Average Revenue Per Student, imposed at or prior to the time of the issuance of any such Parity Bonds been in effect during all of such preceding Fiscal Year. For this purpose, current projections of School Infrastructure Tax Revenues of the State of Iowa may be treated as if such projections had been in effect for the preceding Fiscal Year.

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.

Nothing in this Section shall prohibit or restrict the right of the School District to issue additional revenue bonds or other revenue obligations without meeting the requirements in paragraphs (a) or (b) above and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the School Infrastructure Tax Revenues, provided that such additional revenue bonds or obligations shall be junior and subordinate to the Series 2019 Bonds.
Section 12.  **Resolution a Contract.** The provisions of this Resolution shall constitute a contract between the School District and the owners of the Bonds as may from time to time be outstanding, and after the issuance of the Series 2019 Bonds, no change, variation or alteration of any kind of the provisions of this Resolution shall be made except as provided in Section 13 and Section 14, until such time as all of the Bonds and the interest due there shall have been satisfied and discharged as provided in this Resolution.

Section 13.  **Amendment of Resolution without Consent.** For any one or more of the following purposes, with the prior written consent of the Lender, but without the consent of or notice to the other owners of the Bonds or any Parity Bonds, and at any time or from time to time this Resolution may be amended, modified or supplemented by the School District:

(a) to cure any ambiguity or formal defect or omission in this Resolution;

(b) to grant to or confer for the benefit of the owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of the Bonds;

(c) to assign and pledge under this Resolution additional revenues, properties or collateral as permitted by law;

(d) to modify, amend or supplement this Resolution in such manner as to permit continued compliance with the provisions of the Internal Revenue Code in order to maintain the tax exempt status of the Bonds;

(e) to provide for the issuance or incurrence of Parity Bonds; and

(f) to make any other change that does not materially adversely affect the rights of any of the owners of the Bonds.

Section 14.  **Amendment of Resolution Requiring Consent.** In addition to amendments to this Resolution authorized by Section 13 hereof, this Resolution may be amended from time to time if such amendment shall have been consented to by the holders of not less than two-thirds in principal amount of the Bonds at any time outstanding, but this Resolution may not be so amended without the consent of the holders of 100% in principal amount of the Bonds at the time outstanding 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 or interest on the Bonds or any of them or impose any conditions with respect to such payments;

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

(c) Reduce the percentage of the principal amount of the Bonds.

Whenever the School District shall propose to amend or modify this Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed to each of
the owners of the Bonds at the addresses appearing on the registration books of the School District held by the Bond Registrar and also to the Lender. Such notice shall briefly 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 Board Secretary.

If the owners of not less than two-thirds in aggregate principal amount of the Series 2019 Bonds outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Series 2019 Bonds shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the School District from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Series 2019 Bond pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Series 2019 Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of not less than two-thirds in aggregate principal amount of the Series 2019 Bonds outstanding as in this section defined, shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

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 persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 15. Tax Exemption. It is the intention of the School District that interest on the Series 2019 Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the School District covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2019 Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the School District are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The School District does not designate the Series 2019 Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 16. No Continuing Disclosure. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, it has
reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in minimum denominations of $100,000 (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the holder at least every nine months.

The Series 2019 Bonds are being issued in minimum denominations of $100,000 and are being sold in a limited private placement. Consequently, this School District hereby finds that the Rule is inapplicable to the Series 2019 Bonds.

Section 17. Disposition of Bond Proceeds; Arbitrage Not Permitted. The School District certifies and covenants with the holders of the Series 2019 Bonds from time to time outstanding that the School District, through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) will comply with all representations, covenants and assurances contained in the tax certificate, which tax certificate shall constitute a part of the contract between the School District and the owners of the Series 2019 Bonds; (c) will consult with bond counsel as necessary to comply with the provisions of this Resolution; (d) will pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 2019 Bonds; (e) will 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, will employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the School District in such compliance.

Section 18. Discharge and Satisfaction. 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, or any of them, in any one or more of the following ways:

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

(b) By depositing in trust with the Board Secretary or Treasurer, the Paying Agent or a corporate trustee or escrow agent designated by the School District for the payment of the Bonds 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 the Bonds may be redeemed, all of the Bonds 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 all the Bonds to be redeemed and notice of redemption of the Bonds shall have been previously given as provided herein.

Upon such payment or deposit of money or securities provided by this section, all liability of the School District with respect to the redeemed, prepaid or defeased 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. The sufficiency of the money or securities so deposited shall be verified by an independent financial consultant or independent certified public

accountant, a copy of such verification report provided to the Lender, unless the full redemption price in cash is so deposited (or gross funded) pursuant to this section.

Notwithstanding anything in this Section 18 to the contrary, if the amount held in such deposit shall at any time be insufficient for any reason to pay the principal and interest on the Series 2019 Bonds when due as provided in this Section 18, the School District shall immediately deposit the amount of any such shortfall as provided herein on or prior to the applicable due date.

Section 19. Execution of Documents. The President and the Board Secretary (or their designee) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Series 2019 Bonds and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 20. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 21. Conflicting Resolutions. All resolutions and orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 22. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on June 24, 2019.

President, Board of Directors

Attest:

Board Secretary
STATE OF IOWA
COUNTY OF LINN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

I, the undersigned Board Secretary of the Cedar Rapids Community School District, do hereby certify that the above and foregoing is a true and correct copy of the minutes of a meeting of the Board of the School District, held as therein shown, including a true and correct copy of the resolution providing for the sale and issuance of not to exceed $25,185,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019.

I further certify that no appeal has been taken to the District Court from the decision of the Board of Directors to issue the Series 2019 Bonds.

WITNESS MY HAND this 24th day of June, 2019.

___________________________________________
Board Secretary
STATE OF IOWA
COUNTY OF LINN SS:
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

I, the undersigned Board Secretary of the Cedar Rapids Community School District, do hereby certify that there is not pending or threatened any question or litigation whatsoever touching the legality or enforceability of the School Infrastructure Tax and that there are no Bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the School Infrastructure Tax Revenues to be received by the School District, except for the School District’s (1) present issue of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019, (2) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010, (3) Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds (Qualified School Construction Bonds – Direct Pay), Series 2010 and (4) School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2015.

WITNESS MY HAND this 24th day of June, 2019.

________________________________________
Board Secretary