AGENDA

Wednesday, July 2, 2014
10:00 A.M.

Formal Board Room
Jean Oxley Public Service Center
935 Second Street SW, Cedar Rapids, Iowa

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: 5 Minute Limit
This comment period is for the public to address topics on today’s agenda.

Consent Agenda

Authorize Chair signature on Certificate of Self Insurance for the Linn County Auditor’s Office to lease space for the purpose of operating a voting location at St. Mark’s Lutheran Church, 8300 C. Avenue NE, Cedar Rapids, Iowa, on an ongoing basis.

REPORTS

RESOLUTIONS

Approve resolution setting Wednesday, July 16, 2014 as the date for public hearings on General Obligation County Maintenance Facility Loan Agreements.

Resolution cancelling tax suspension for a Linn County resident as described in Resolution 2014-4-78.


Adopt resolution to establish 35 mph speed limit on Buffalo Drive from Paris Road to Sutton Road.

Resolution approving Freeze Family Addition, Residential Parcel Split Case PS-12-12.

CONTRACTS AND AGREEMENTS

Authorize Chair to sign a contract with RW Baird to provide underwriting services on proposed general obligation bond issuance.

Authorize Chair to sign a contract with Speer Financial, Inc. as municipal advisor on proposed general obligation bond issuance.
Authorize John Brandt to sign contracts, retroactive to July 1, 2014, between Linn County Community Services and the Linn County Early Childhood Iowa Board for ECI Staff and Board Operations support with an effective date of July 1, 2014-June 30, 2015.

Approve and sign Application to “Adopt-A-Roadside” for Metro High School to adopt Otis Road from Cedar Rapids city limits (near 3380 Otis Rd) to Cedar Rapids city limits (at bridge near Bertram Rd SE).

Approve and sign Application to “Adopt-A-Roadside” for Hawkeye Hooksetters to adopt Palo Marsh Road and McClintock Road from Lewis Bottoms Road to Power Plant Road.

Approve and sign 28E Agreement with the City of Hiawatha for portions of Loggerhead Road, Hunt Road and Todd Hills Road be repaired and returned to seal coat.

Approve 28E Agreement between Linn County and the City of Walker for Linn County to perform bridge inspections on city bridges.

Authorize Chair to sign purchase order # 5176 for $15,021.65 to KOR for furniture to extend the height of 9 workstations for the Attorney’s office in the Courthouse.

Authorize Chair signature on Thomson Reuters Order Notification ID 575075 for subscriptions Government Select Level 2 States, Primary Law with KeyCite, Federal Materials, and Iowa Practice Series for the Linn County Courthouse.

Authorize Chair signature on Thomson Reuters WestlawPro Order Form – Look Back Renewal for Government Select 31-35 for the Linn County Courthouse.

LICENSES & PERMITS

Approve Application for Fireworks Permit for Gary Peiffer to conduct a fireworks display for the Troy Mills Dam Daze on July 12, 2014 at the North Linn School (3033 Lynx Rd., Troy Mills).

Regular Agenda

APPROVE CONSENT AGENDA

APPROVE MINUTES

Public hearing to enter into a loan agreement not to exceed $550,000 on behalf of Monroe Township to finance a portion of the cost of constructing a fire station.

Resolution to authorize the issuance of a $550,000 Monroe Township Fire Station Note and providing for the levy of taxes to pay the same.

Second Consideration of Case R-03-14, request by property owners Waldo & Charlotte Morris, and petitioners Brad & Nancy Mowry, to rezone property located at 2980 East Post Road, Marion, from AG Agricultural District to USR Urban Service Residential.

Discuss FY 2015 Economic Development Fund requests.
REPORTS -- LIAISON ASSIGNMENTS & COMMITTEE MEETINGS

LEGISLATIVE UPDATE

APPROVE CLAIMS

PUBLIC COMMENT: 5 Minute Limit
This is an opportunity for the public to address the Board on any subject pertaining to Board business.

CORRESPONDENCE

APPOINTMENTS

ADJOURNMENT
County of Linn, Iowa
Certificate of Self-Insurance

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA  52404-2100

Date:  June 24, 2014

| Insured: | Linn County, its Elected Officials, Employees and Agents  
| 935 2nd Street S.W. | Cedar Rapids, IA  52404-2100 |

| Type of Self-Insurance Coverage | General Liability |
|                                | Auto Liability    |
|                                | Workers Compensation |

| Description of Operations/Locations: | The Linn County Auditor’s Office will be leasing space for the purpose of operating a voting location at St. Mark’s Lutheran Church, 8300 C. Avenue NE, Cedar Rapids, Iowa on an ongoing basis. |

| Program Description: | This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18). |

| Certificate Holder | County of Linn |
|                   | St. Mark’s Lutheran Church |
|                   | 8300 C. Avenue NE |
|                   | Cedar Rapids, IA  52402 |

Lu Barron, Chairperson
Board of Supervisors

Date
The Board of Supervisors of Linn County, Iowa, met on July 2, 2014, at _______ o’clock _______m., at the _______________________, Cedar Rapids, Iowa. The Chairperson presided and the roll was called showing the following members of the Board present and absent:

Present: 

Absent: 

Supervisor ________________ introduced a resolution hereinafter next set out related to setting a date for hearings on general obligation loan agreements related to county maintenance shop facilities, and moved its adoption, seconded by Supervisor ________________; and after due consideration thereof by the Board, the Chairperson put the question upon the adoption of the resolution and the roll being called, the following named Supervisors voted:

Ayes: 

Nays: 

Whereupon, the Chairperson declared the resolution duly adopted as follows:
RESOLUTION NO. _____

Resolution to fix a date for public hearings on General Obligation County Maintenance Facility Loan Agreements

WHEREAS, the Board of Supervisors (the “Board”) of Linn County, Iowa (the “County”), proposes to enter into a loan agreement (the “Morgan Creek Park Loan Agreement”) in a principal amount not to exceed $900,000 pursuant to the provisions of Section 331.402 of the Code of Iowa for the purpose of financing the construction, furnishing and equipping of a park maintenance shop in Morgan Creek Park, and it is necessary to fix a date of meeting of the Board at which it is proposed to take action to enter into the Morgan Creek Park Loan Agreement in connection therewith and to give notice thereof as required by such law; and

WHEREAS, the Board also proposes to enter into a loan agreement (the “Pinicon Ridge Park Loan Agreement”) in a principal amount not to exceed $900,000 pursuant to the provisions of Section 331.402 of the Code of Iowa for the purpose of financing the construction, furnishing and equipping of a park maintenance shop in Pinicon Ridge Park, and it is necessary to fix a date of meeting of the Board at which it is proposed to take action to enter into the Pinicon Ridge Park Loan Agreement in connection therewith and to give notice thereof as required by such law; and

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The Board shall meet on the 16th day of July, 2014, at the ____________________________, Cedar Rapids, Iowa, at _____ o’clock ____m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the Loan Agreements.

Section 2. The County Auditor is hereby directed to give notice of the proposed action on the Morgan Creek Park Loan Agreement setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once and not less than 4 nor more than 20 days before the date of the hearing, in a legal newspaper of general circulation in the County. The notice shall be in substantially the following form:
NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED $900,000

(Morgan Creek Park Maintenance Shop)

The Board of Supervisors of Linn County, Iowa, will meet on the 16th day of July, 2014, at the _________________________, Cedar Rapids, Iowa, at _______ o’clock _____.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed $900,000 for the purpose of financing the construction, furnishing and equipping of a park maintenance shop in Morgan Creek Park.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 331.402 of the Code of Iowa. The Loan Agreement will constitute a general obligation of the County.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the County may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Linn County, Iowa.

Joel Miller
County Auditor
Section 3. The County Auditor is hereby directed to give notice of the proposed action on the Pinicon Ridge Park Loan Agreement setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once and not less than 4 nor more than 20 days before the date of the hearing, in a legal newspaper of general circulation in the County. The notice shall be in substantially the following form:
NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO A LOAN AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED $900,000

(Pinicon Ridge Park Maintenance Shop)

The Board of Supervisors of Linn County, Iowa, will meet on the 16th day of July, 2014, at the _________________________, Cedar Rapids, Iowa, at _____ o’clock _____.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the “Loan Agreement”) in a principal amount not to exceed $900,000 for the purpose of financing the construction, furnishing and equipping of a park maintenance shop in Pinicon Ridge Park.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 331.402 of the Code of Iowa. The Loan Agreement will constitute a general obligation of the County.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the County may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Linn County, Iowa.

Joel Miller
County Auditor
Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 2, 2014.

__________________________________________
Chairperson, Board of Supervisors

Attest:

__________________________________________
County Auditor

• • • •

On motion and vote, the meeting adjourned.

__________________________________________
Chairperson, Board of Supervisors

Attest:

__________________________________________
County Auditor
STATE OF IOWA

SS:

LINN COUNTY

I, the undersigned, County Auditor of Linn County, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board of Supervisors relating to fixing a date for hearings on the Board’s proposal to take action in connection with two loan agreements, as referred to therein.

WITNESS MY HAND this _______ day of July, 2014.

________________________
County Auditor
STATE OF IOWA  

LINN COUNTY

I, the undersigned, County Auditor of Linn County, do hereby certify that, pursuant to the resolution of the Board of Supervisors fixing a date of meeting at which it is proposed to hold public hearings on two loan agreements, the notices, of which the printed slips attached to the publisher’s affidavit hereto attached are true and complete copies, were published on the date and in the newspaper specified in such affidavit, which newspaper is of general circulation in the County.

WITNESS MY HAND this _________ day of July, 2014.

___________________________________________
County Auditor

(Attach here the publisher’s original affidavit with clippings of the notices, as published.)
June 27, 2014

Stephen Tucker  
Finance Director  
Linn County  
935 Second Street, SW  
Cedar Rapids, Iowa   52404-2100

Re: General Obligation Park Maintenance Shop Loan Agreements  
Our File No. 634201-22

Dear Steve:

I have prepared and enclose proceedings to be used at the July 2 Board meeting to set July 16 as the date for the hearings on the proposals to enter into two General Obligation Park Maintenance Shop Loan Agreements.

The documents enclosed include the following items:

1. Resolution fixing the date, time and place for the hearings.

   The forms of notice are set out in Section 2 and Section 3 of the resolution. Please insert the time and place of the hearings in the resolution and in each of the notices.

2. Certificate attesting the transcript.

3. Certificate with respect to publication of the notices, to which must be attached the publisher’s affidavit of publication with a clipping of each notice as published.

   The notices must be published at least once, not less than 4 nor more than 20 days before the meeting date set for the hearings, in a legal newspaper of general circulation in the County. You may also publish in all of your other designated newspapers if you wish.

   As soon as the notices appear in the newspaper, please have a copy of each emailed or faxed to our office at (515) 283-1060.

   As soon as possible after the Board meeting, please return one fully executed copy of these proceedings.

   If you have any questions, please contact me.

   Very truly yours,

   Robert E. Josten

cc by email: Jan Every/Becky Shoop  
             Paul Donna
RESOLUTION FOR ESTABLISHING SPEED LIMITS
Linn County Resolution No. _____________

WHEREAS, the Board of Supervisors is empowered under authority of the Iowa Code Sections 321.255 and 321.285 of the Code of Iowa, to determine upon the basis of an engineering and traffic investigation, that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS, such an investigation has been requested and has been completed by the Linn County Engineer.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LINN COUNTY that the speed limit be established and appropriate signs be erected at the location described as follows:

- 35 mph on Buffalo Drive from Paris Road to Sutton Road in section 19-86-6.

Resolution adopted this ____ day of ____________, 2014.

Linn County Board of Supervisors

______________________________                          ATTEST:
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

______________________________
Supervisor

______________________________
Supervisor

Linn County Auditor

March 2002
I.M. 2.21
June 24, 2014

Linn County, Iowa
935 2nd Street SW
Cedar Rapids, IA 52404

Mr. Steve Tucker:

On behalf of Robert W. Baird & Co. Incorporated ("we" or "Baird"), we wish to thank you for the opportunity to serve as managing underwriter for Linn County, Iowa ("you" or the "Issuer") on its proposed offering and issuance of approximately $1,800,000 General Obligation Corporate Purpose Bonds, Series 2014A (the "Securities"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the "Purchase Agreement") if and when the Securities are priced following successful completion of the offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase or place the Securities and will contain provisions that are consistent with those stated in this letter.

1. **Services to be Provided by Baird.** Baird is hereby engaged to serve as managing underwriter of the proposed offering and issuance of the Securities, and in such capacity Baird agrees to provide the following services:

   - Review and evaluate the proposed terms of the offering and the Securities
   - Develop a marketing plan for the offering, including identification of potential purchasers of the Securities
   - Assist in the preparation of the preliminary official statement and final official statement and other offering documents as needed
   - Contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
   - Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
   - If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agencies and in the development of strategies for meetings with the rating agencies
   - Consult with counsel and other service providers about the offering and the terms of the Securities (it being understood that the County is responsible for the selection of such counsel and other service providers)
   - Inform the Issuer of the marketing and offering process
   - Negotiate the pricing, including the interest rate, and other terms of the Securities
   - Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
   - Submit documents and other information about the offering to the MSRB’s EMMA website
   - Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
   - Such other usual and customary underwriting services as may be requested by the Issuer

2. **Disclosures Concerning Baird’s Role as Underwriter as Required by MSRB Rules G-23 and G-17:** At the Issuer’s request, Baird may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Please note that Baird would be providing
such advisory services in its capacity as underwriter and not as a municipal advisor or financial advisor to the Issuer. As underwriter, Baird’s primary role is to purchase, or arrange for the placement of, the Securities in an arm’s length commercial transaction between the Issuer and Baird. Baird has financial and other interests that differ from those of the Issuer. Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. However, unlike a municipal advisor or financial advisor, Baird as an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. As part of its services, Baird will review the official statement applicable to the proposed offering in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed offering.

As underwriter, Baird will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period and satisfaction of various conditions. This letter does not obligate Baird to purchase any of the Securities. If all of the conditions to its obligation to purchase any securities have been satisfied, Baird as underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable.

3. Fees and Expenses; Conflicts of Interest. Baird’s underwriting fee/spread will be determined by mutual agreement of the Issuer and Baird and will be reflected in the Purchase Agreement. The underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement. The underwriting fee/spread will be contingent upon the closing of the proposed offering and the amount of the fee/spread will be based on the principal or par amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary. Other firms that provide services in connection with the proposed offering may also have fees that are contingent on the closing of the offering.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird, through its Baird Advisors or Baird Public Investment Advisors unit, may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer’s selection of Baird to serve as underwriter on the proposed offering of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, fee or commission. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any additional potential or actual material conflicts that require disclosure. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the forgoing, either party may terminate Baird’s engagement at any time without liability of penalty upon at least 30 days’ prior written notice to the other party. If Baird’s engagement is terminated by the Issuer, the Issuer agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers,
agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Agreement, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird’s gross negligence or willful misconduct.

6. **Miscellaneous.** This letter shall be governed and construed in accordance with the laws of the State of Iowa. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird’s role in it on Baird’s website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the offering. The Issuer also agrees that Baird may use the Issuer’s name and logo or official seal for these purposes.

7. **Disclosures of Material Financial Characteristics and Material Financial Risks.** Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

If there is any aspect of this Agreement that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By:________________________
Managing Director

Accepted this ___ day of __________, 2014

Linn County, Iowa

By:________________________
Title:________________________
Disclosures of Material Financial Characteristics and Financial Risks of Proposed Offering of Fixed Rate Bonds

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes or other debt securities (“Fixed Rate Bonds”), to be sold on a negotiated basis. The following is a general description of the financial characteristics and security structures of Fixed Rate Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

If the Fixed Rate Bonds proposed to be issued are “conduit revenue bonds,” you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance, but the material financial risks described below will be borne by the borrower or obligor, as set forth in those legal documents.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies or authorities, such as the Issuer. Maturity dates for Fixed Rate Bonds will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. At each maturity, the scheduled principal or par amount of the Fixed Rate Bonds will have to be repaid.

Fixed Rate Bonds will pay fixed rates of interest typically semi-annually on scheduled payment dates, although some Fixed Rate Bonds may accrue interest to be paid at maturity. Such bonds are often referred to as capital appreciation or zero-coupon bonds. The interest rates to be paid on Fixed Rate Bonds may differ for each series or maturity date. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Fixed Rate Bonds. Fixed Rate Bonds with longer maturity dates will generally have interest rates that are greater than securities with shorter maturity dates.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds may be subject to optional redemption only after the passage of a specified period of time from the date of issuance, and upon payment of the redemption price set forth in the official statement for the Fixed Rate Bonds, which typically is equal to the par amount of the Fixed Rate Bonds being redeemed (plus accrued interest) but may include a redemption premium. The Issuer will be required to send out a notice of optional redemption to the holders of Fixed Rate Bonds, usually a certain period of time prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal amounts of the Fixed Rate Bonds annually in advance of the term.
maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed. Fixed Rate Bonds may also be subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

**Credit Enhancements.** Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of an interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

**Tax Status.** If Fixed Rate Bonds are intended to be tax-exempt, counsel will provide an opinion that interest on the Fixed Rate Bonds will be excluded from gross income for federal income tax purposes. Certain Fixed Rate Bonds may also be exempt from state personal income tax.

Some Fixed Rate Bonds (or a portion of those being issued) may be taxable, meaning that interest on the Fixed Rate Bonds will be included in gross income for federal income tax purposes.

**Security**

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The security for Fixed Rate Bonds will vary, depending on whether they are general obligation bonds, revenue bonds, conduit bonds or other types.

**General Obligation Bonds**

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

**Revenue Bonds**

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues that are generated from a particular enterprise or service you offer, such as water, electricity, sewer, health care, housing, transportation, toll roads and bridges, parking, parks and recreation fees, and stadiums and entertainment facilities. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants, license or user fees, or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue
stream and other factors. Some revenue bonds may be backed by your full faith and credit or moral obligation. A moral obligation is a non-binding covenant by you to make a budget recommendation to your legislative body to appropriate moneys needed to make up any revenue shortfall in order to meet debt service obligations on the revenue bonds, but the legislative body is not legally obligated to make such appropriation.

**Tax Increment or Tax Allocation Bonds**

“Tax increment” or “tax allocation” bonds are a form of revenue bonds that are payable from the incremental increase in taxes realized from any appreciation in property values resulting from capital improvements benefitting the properties located in a particular location such as a tax incremental district. They are commonly used to redevelop, add infrastructure or otherwise improve a blighted, neglected or under-utilized area to encourage development in that area. Tax increment bonds may also be payable from increased sales taxes generated in a designated district. The proceeds of an issuance of tax increment or tax allocation bonds are typically applied to pay the costs of infrastructure and other capital improvements in the designated district. The incremental taxes or other revenues may not be sufficient to meet debt service obligations on the tax increment or tax allocation bonds. Some tax increment or tax allocation bonds may also be backed by an issuer’s full faith and credit or moral obligation.

**Conduit Bonds**

Conduit revenue bonds may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the “borrower” or “obligor”). Industrial revenue bonds are a form of conduit revenue bonds. Conduit revenue bonds commonly are issued for not-for-profit hospitals, health care facilities, educational institutions, single and multi-family housing, airports, industrial or economic development projects, corporations, and student loan programs, among other borrowers or obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the borrower or obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the borrower or obligor defaults.

**Charter School Bonds**

Fixed Rate Bonds issued for the benefit of charter schools are a form of conduit revenue bonds. They are issued by a government entity acting as a conduit for the benefit of a charter school. The charter school is the borrower or obligor for the bonds. Principal and interest on charter school bonds normally are paid exclusively from revenues pledged by the charter school. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the charter school defaults.

**Financial and Other Covenants**

Issuers of Fixed Rate Bonds (and/or obligors) may be required to agree to certain financial and other covenants (such as debt service coverage ratios) that are designed to protect bond holders. Covenants are a form of additional security. The failure to continue to meet covenants may trigger an event of default or other adverse consequences to you and/or the obligor giving bond holders certain rights and remedies.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Bonds.
Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the borrower or obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk

You (or the obligor) may be in default if the funds pledged to secure Fixed Rate Bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you (and/or the obligor) and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you (or the obligor). For example, if Fixed Rate Bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the Fixed Rate Bonds are revenue bonds, you (or the obligor) may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your (or the obligor’s) credit ratings and may effectively limit your (or the obligor’s) ability to publicly offer bonds or other securities at market interest rate levels. Further, if you (or the obligor) are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you (or the obligor) may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you (or the obligor) are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your (or the obligor’s) ability to redeem Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you (or the obligor) may be unable to take advantage of the lower interest rates to reduce debt service. In addition, if Fixed Rate Bonds are subject to extraordinary or mandatory redemption, you (or the obligor) may be required to redeem the bonds at times that are disadvantageous.

Refinancing Risk

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

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

**Tax Compliance Risk (applicable if the Fixed Rate Bonds are tax-exempt bonds)**

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

**Continuing Disclosure Risk**

In connection with the issuance of Fixed Rate Bonds, you (and/or the obligor) may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Fixed Rate Bonds, as well as your (and/or the obligor’s) other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you (or the obligor) to market and sell future bonds.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.
FINANCIAL SERVICES AGREEMENT

THIS FINANCIAL SERVICES AGREEMENT (the “Agreement”) is entered into as of 20 (the “Effective Date”) between Linn County, Iowa ("Client") and Speer Financial, Inc. Chicago, Illinois ("Speer").

WHEREAS, Speer is a consulting firm specializing in municipal finance related matters (the "Business");

WHEREAS, Client desires to retain the services of Speer to provide certain services relative to the Business and Speer wishes to provide such services to Client;

WHEREAS, Client is a Municipal Entity and Speer is a Municipal Advisor as such terms are defined within the Securities Exchange Act of 1934, as amended; and

NOW THEREFORE, the parties agree as follows:

1. Services.

(a) Municipal Advisor Services. Speer agrees to provide certain services to Client as a Municipal Advisor ("Municipal Advisor Services") upon receipt of a request from Client for such services ("Project Request"). Speer may provide any or all of the Municipal Advisor Services set forth on Exhibit A hereto, or as otherwise may be requested by Client from time to time. Upon the receipt of a Project Request for Municipal Advisor Services, Speer and Client shall determine a mutually agreed upon scope of Speer’s engagement to provide such services ("Municipal Advisor Engagement"). Any agreement related to the Municipal Advisor Engagement shall be memorialized by way of an engagement letter issued by Speer to Client ("Engagement Letter"). Any such Engagement Letter shall contain a description of the subject matter of the financing to be completed (the "Project") as well as the list of Municipal Advisor Services to be provided by Speer in connection with such Project to the extent that the Municipal Advisor Services to be provided by Speer in connection with the Project shall differ from those contained with Exhibit A hereto. Client agrees and acknowledges that in no event shall this Agreement be construed as having authorized Speer to commence a Municipal Advisor Engagement absent the parties’ acknowledgement of a corresponding Engagement Letter.

(b) Authorization. Client hereby authorizes its __________________ to discuss with Speer the terms of any Engagement Letter, and authorizes __________________ to acknowledge any such Engagement Letter on behalf of Client, as well as any additional disclosures of Speer that may be contained therein.

2. Term and Termination.

(a) The Agreement. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party. Notwithstanding anything to the contrary contained herein, termination of this Agreement shall automatically terminate any Municipal Advisor Engagement then in effect.

(b) The Municipal Advisor Engagement. Once effective, a Municipal Advisor Engagement shall remain in effect until the earlier of (i) the Project is completed and Speer has received compensation for its services, or (ii) the Municipal Advisor Engagement is terminated by either party upon (30) days prior written notice to the other party. In the event that any Municipal Advisor Engagement is terminated prior to the completion of the Project, Speer reserves the right to assess fees for any work performed pursuant to any then outstanding Engagement Letter based upon the product of actual hours spent on the Project by Speer multiplied by a rate for Municipal Advisor Services of $250.00 per hour.
3. **Compensation.** As compensation for Speer’s provision of Municipal Advisor Services, Speer shall receive a fee in accordance with Exhibit B attached hereto and incorporated herein by reference, unless otherwise agreed to by the parties in writing. Client shall be responsible for all out-of-pocket expenses incurred by Speer relative to any Municipal Advisor Engagement, including, but not limited to, internet bidding fees, good faith deposit bank fees, delivery charges (postage, express mail, fax services), publication/printing fees (printing of official statements, notices of sale, bid forms, report duplication, and securities) CUSIP fees, registration/paying agent fees, and other transaction costs. Out-of-pocket expenses may include payments to Speer for verification, internet sale administration, and SLG-application services. Speer shall not be liable for professional fees or other security-related costs, including, but not limited to, professional services (attorney, bond counsel, architect, verification agent, engineer and auditor services), and credit enhancements (e.g., rating, insurance and letters of credit).

4. **Billing Statement.** Client will receive an invoice from Speer for the Municipal Advisor Services provided in connection with any Municipal Advisor Engagement and upon the terms and conditions contained within the corresponding Engagement Letter. Any invoice received by Client shall be due and payable within thirty (30) days of the invoice date. Any balance that remains outstanding in excess of ninety (90) days shall be subject to a financing charge to be computed at a rate of 12% per annum, or the maximum rate allowable under Iowa law.

5. **Representations of Client.** Client represents and warrants that any information provided to Speer in connection with any Municipal Advisor Engagement shall be factual and not misleading, including, but not limited to, any information contained within any financial statements, budgets, or other relevant documents. Client further agrees to not intentionally omit any material information relevant to Speer’s provision of services.

6. **Indemnity.** The Client hereby agrees to indemnify, defend and hold Speer harmless against any loss, liability, assessment, or expense (including reasonable attorneys’ fees) (collectively, “Damages”) incurred or arising out of, or in connection with, Speer’s acceptance, administration, or performance of its duties hereunder, except with respect to any Damages as may arise from Speer’s own bad faith, willful misconduct, gross negligence, or which may otherwise arise from a breach of Speer’s fiduciary duty, including the cost and expense of defending itself against any claims in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

7. **Integration and Amendment.** This Agreement constitutes and expresses the entire agreement of the parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the parties.

8. **Governing Law.** This Agreement shall be governed by the laws of the State of Iowa without regard to its choice of law principles. Any suit or legal proceeding brought pursuant to or otherwise arising out of this Agreement or the performance thereof will be brought solely in the County of Black Hawk, Iowa.

9. **Dodd-Frank Compliance.** Speer is a registered municipal advisor in good standing with both the SEC (#866-00353-00) and the MSRB (#K0162).

10. **Disclosure of Conflicts of Interest.** Client acknowledges that it has received the disclosures set forth on Exhibit C attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Speer and independent counsel and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. Client hereby waives all such conflicts and authorizes Speer to provide services pursuant to any Municipal Advisor Engagement and in accordance with this Agreement. From time to time, Speer may provide additional disclosures to Client. In this regard, Client hereby authorizes its _________________ to acknowledge any such additional disclosures on behalf of Client.
11. **Counterparts.** This Agreement may be executed in any number of counterparts via facsimile or other electronic transmission, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

12. **Headings.** All headings or captions used herein are for the convenience of reference only and shall not affect the meaning, construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

LINN COUNTY, IOWA

By: ________________________
Name: ______________________
Title: ______________________
Date: ______________________

SPEER FINANCIAL, INC.

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]
EXHIBIT A
MUNICIPAL ADVISOR SERVICES

Speer provides a wide range of Municipal Advisory Services to its Clients, which will depend upon the scope of Speer’s engagement, and the type of securities issuance and/or project to be completed.

PRE-ISSUANCE & ISSUANCE SERVICES

A. Financial Planning Services

In preparation of an issuance of securities, Speer’s services may consist of some or all of the following:

1. **Orientation.** Reviewing our Clients’ current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.

2. **Coordination.** Coordinating financial planning and issuance details with our Clients’ staff, bond counsel, printers, rating agencies and other transaction participants.

3. **Consultation.** Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.

4. **Public Relations.** Responding to inquiries from the general public or news media relating to municipal issuance related matters.

5. **Planning.** Developing a debt financing plan that includes all or some of the following:

   a. **Maturity Schedules.** Alternative maturity schedules relating to the financing. These schedules may “wrap” around existing debt to provide stable tax rates, level debt services payments, or meet other policy or cash flow requirements as may be requested by our Clients.

   b. **Market Receptivity.** An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.

   c. **Tax Law.** An evaluation of the ramifications of Federal tax law, or as set forth by bond counsel, on the financing plan to maximize any cost savings that may be available to the Client.

   d. **Security Registrar and Paying Agent.** A comparison of security registrar and/or paying agent fees and make recommendations for the selection of such parties based upon our Clients’ selection criteria.

   e. **Credit Rating and/or Insurance.** A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit rating(s). Speer shall recommend a course of action based upon its evaluation of such analysis.

   f. **Competitive and Negotiated Sale of Debt Securities.** An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.

   g. **Financing Timeline.** A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.
B. Competitive Sale Services

To facilitate the competitive sale of the Client’s securities issuance, Speer’s services may include any or all of the following:

(1) **Authorizing Resolutions/Ordinances.** Assist our Client’s attorney and/or bond counsel with regard to the financial provisions to be included within the Client’s authorizing resolutions/ordinances relative to the securities issuance.

(2) **Credit Rating and/or Insurance.** When applying for a credit rating and/or bond issuance, Speer will submit the necessary data and documents to the appropriate entities, and arrange for the presentation of materials to the selected credit rating agency and/or insurance company(ies).

(3) **Official Statement, Notice of Sale and Bid Form.**
   a. **Preparation of Documents.** Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a, “Disclosure Document”), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel as is necessary to permit prospective purchasers to make intelligent judgments.
   b. **Notice of Sale Publication.** Notify prospective purchasers of the sale without cost to the Client and prepare, as necessary, a Notice of Sale.
   c. **Encouragement to Bidders.** Circulate the preliminary Disclosure Document to our appropriate list of potential purchasers, including, investment institutions, banks and underwriters, to solicit bids from such firms for the Clients’ securities. Make contact with underwriters to induce formation of bidding groups and, generally, undertake these activities in order to generate bids. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to our Clients for distribution to local banks and elected officials.
   d. **Bid Opening, Analysis and Recommendations.** Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.

(4) **Preparation, Registration and Delivery of Securities.** Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.

(5) **Debt Service Schedule.** Provide the Client with a final debt service schedule and other materials pertinent to the securities sale.
C. Negotiated Sale Services

To facilitate the sale of the Client’s securities issuance, Speer’s services may include any or all of the following:

1) Authorizing Resolutions/Ordinances. Assist our Client’s attorney and/or bond counsel with regard to the financial provisions to be included within the Client’s authorizing resolutions/ordinances relative to the securities issuance.

2) Credit Rating and/or Insurance. When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the appropriate entities, and arrange for the presentation of materials to the selected credit rating agency(ies) and/or insurance company(ies).

3) Official Statement & Proposals.
   a. Preparation of Documents. Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ), and, following the award of the securities, the final Disclosure Document.
   b. Proposal Analysis and Recommendations. Review and examine the proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.

4) Negotiation of Terms. Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.

5) Preparation, Registration and Delivery of Securities. Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.

6) Debt Service Schedule. Provide the Client with a final debt service schedule and other materials pertinent to the securities sale.

POST-ISSUANCE AND NON-ISSUANCE RELATED SERVICES

A. Continuing Disclosure Services

Following most securities issuances, municipal entities will have certain continuing disclosure obligations, which require issuers to prepare and file an “Annual Financial Update”. Information contained in any such Annual Financial Update shall be the type required in subsection (b)(5)(i)(A) of Securities and Exchange Commission Rule 15c2-12 (Rule 15c2-12). In connection with any such Annual Financial Update, Speer is available to provide any or all of the following services:

1) Annual Financial Update. Compile necessary information relative to and from the Client and, thereafter, prepare the Annual Financial Update for filing with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA) data repository.
(2) **Dissemination Agent.** File with EMMA the Annual Financial Update on behalf of our Clients.

(3) **Material Events Notice.** Upon receiving notice and direction from Client with respect to any events that may be considered a material event for purposes of Rule 15c2-12, prepare and file with EMMA a Material Events Notice.

(4) **Disclosure Review.** Review prior disclosures to ensure compliance with any then applicable rules and regulations. Following any such review in which potential disclosure violations are discovered, Speer will provide the Client with a recommendation relative to remedying any such violations, and, upon request of the Client, prepare and file any necessary supplementary disclosures with EMMA in order to remedy any such violation.

**B. Non-Issuance Consulting Services**

Certain Municipal Advisory Services which may not result in the issuance of indebtedness are occasionally needed by the Client. Speer is available to provide such services, which may include any or all of the following:

(1) Rate Studies;
(2) Tables and schedules for Client’s audit;
(3) Client internal financial analysis unrelated to municipal securities;
(4) Referendum consulting services;
(5) Parity or Coverage Certificates;
(6) Tax Increment Financing (TIF) Analysis/Reporting; and
(7) State Revolving Fund (SRF) Consulting.
EXHIBIT B
FEE SCHEDULE

A. Pre-Issuance & Issuance Services

Fees in connection with any Pre-Issuance and Issuance Services rendered, regardless of sale method, shall be based upon the par amount of the securities issued, calculated as follows:

**Municipal Advisory Fee:**

$5,200 for the first $1,000,000, plus 3/10 of 1% (or $3 per $1,000) of Municipal Securities issued in excess of $1,000,000.

**Municipal Advisory Fee:**

$5,900 for the first $1,000,000, plus 3/10 of 1% (or $3 per $1,000) of Revenue or Refunding Municipal Securities issued in excess of $1,000,000.

Except as otherwise provided in this Agreement, Pre-Issuance and Issuance Services fees shall be contingent on the sale of the Client’s securities.

B. Post-Issuance Services (Continuing Disclosure)

Fees in connection with any Post-Issuance Municipal Advisor Services rendered shall be provided at the following hourly rates:

- Municipal Advisor Personnel: $95/hour
- Administrative Personnel: $50/hour

Speer with also charge $100 for each filing made by it in accordance with SEC Rule 15c2-12, including any filing made with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA) system. Notwithstanding the foregoing, fees incurred by Client for Post-Issuance Municipal Advisor Services shall be capped at $1,000 per calendar year.

C. Non-Issuance Services

Fees in connection with any Non-Issuance Services rendered shall be provided at the following not to exceed hourly rates:

- Municipal Advisor Personnel: $100/hour
- Administrative Personnel: $50/hour

* * *

Notwithstanding anything to the contrary contained in this Exhibit B, fees for any services provided pursuant to this Agreement shall not include out-of-pocket expenditures as described more fully under Section 3 of this Agreement.
EXHIBIT C
DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation: potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor’s fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor’s fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).
Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor’s fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor’s compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Agreement.

For information purposes only, we make you aware that Speer Financial, Inc. is the Municipal Advisor to the following Cities in Linn County, Iowa

Alburnett
Center Point
Central City
Coggon
Fairfax
Hiawatha
Lisbon
Mount Vernon
Palo
Robins
Walker

As of the date of this agreement, Speer is unaware of any material conflicts of interest.
Order Notification

Order ID: 575075

Subscriber Information

Account Address:
Account #: 1003678956
LINN COUNTY LAW LIBRARY
PATRON ACCESS ACCT
51 3RD AVENUE BRG
CEDAR RAPIDS, IA 52401
US
3193983920

Shipping Address:
Account #: 1003678956
LINN COUNTY LAW LIBRARY
PATRON ACCESS ACCT
51 3RD AVENUE BRG
CEDAR RAPIDS, IA 52401
US
3193983920

Billing Address:
Account #: 1003678956
LINN COUNTY LAW LIBRARY
PATRON ACCESS ACCT
51 3RD AVENUE BRG
CEDAR RAPIDS, IA 52401
US
3193983920

Payment and Shipping Information

Payment Method:
Payment Method: WestAccount
Account Number: 1003678956

Shipping Information:
Shipping Method: FREE Ground Shipping - U.S. Only

Additional Information

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Order Source: 27
Revenue Channel: 01
Order Date: 6/25/2014 11:24:15 AM
P.O. Number:
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Order Contact Information

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Internal Comments

- Exception Approval Code:E141609
- Worksheet Custom Pro:https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=7aa0d11084224d01ac19e6b9820183ad&pfv=true
- OF Ver:https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&pordergroupid=6ce5d34a622b480eae722b8325d88a16&iscview=yes

New Products - WestlawPRO/CD/WLEC/Other

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Modules to include in Custom PRO:
Material ID  Description
40982482  Primary Law with KeyCite®: All — Iowa (WestlawNext™);
40982487  Federal Materials — Iowa (WestlawNext™);
40983166  Iowa Practice Series (WestlawNext™);

Monthly charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly Charges for non CD-ROM products the Monthly Charges will be billed as set forth herein.

Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than 2% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than 2% over the Monthly Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:
Upon conclusion of the Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of any product shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

GOVERNMENT SUBSCRIBERS ONLY:
Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

1 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plane or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

<table>
<thead>
<tr>
<th>User</th>
<th>Start Date</th>
<th>Position</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patron Access,</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** PATRON ACCESS **

Order Subtotal: N/A
* Estimated Tax: TBD
Order Total: $0.00
Products Under 36 month contract term: $429.78
** Billed Monthly Total: $429.78

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

** Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Lapse Subscriptions

<table>
<thead>
<tr>
<th>Active Subscriptions to Lapse</th>
<th>Contract Number</th>
<th>Material ID</th>
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<tr>
<td>WESTLAW SELECT</td>
<td>0116918590</td>
<td>40583995</td>
</tr>
<tr>
<td>WESTLAWPRO WITH KEYCITE ALL IA</td>
<td>0116918587</td>
<td>40043519</td>
</tr>
<tr>
<td>WL PRO IA PRACTICE</td>
<td>0116918588</td>
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<tr>
<td>WL PRO STATE SELECT FEDERAL MATERIALS IA</td>
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<td>40465505</td>
</tr>
</tbody>
</table>

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including
but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental materials; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscribers hereby request that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/CaseNoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber’s expense, and such server must be accessible to all Subscriber’s authorized users. Subscriber’s Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

**General Provisions for Non Government Subscribers Only.** This Order Notification is subject to approval by West, a Thomson Reuters business (West) in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber’s Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Notification may not be assigned sublicensed or otherwise transferred without West’s prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned’s consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. Usage Cap for CLEAR Subscribers: In the event Subscriber’s actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber’s state. The courts sitting in Subscriber’s state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products. Usage Cap for CLEAR Subscribers: In the event Subscriber’s actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

**Returns.** If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West’s then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.
The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

- Research Subscriber Agreement (located at http://legalsolutions.com/research-subscriber-agreement)
- Applicable Schedule A (located at http://legalsolutions.com/schedule-a-westlaw)

and the following if applicable when ordering Hosted Practice Solutions


In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Notification, the terms and conditions of this Order Notification shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2014 West, a Thomson Reuters business. All rights reserved.
Check West account status below as applicable: New (NACI Form attached)  
Existing with no changes  
Existing with changes (Permanent name change must attach a Customer Name Change Form)  

Acct #: 1000550685  
Quote #:  
PO #:  
Date: 8/1/2014  

Name/Subscriber: LINN COUNTY ATTORNEY OFFICE  
Order Confirmation Contact Name: DIANE ALBERS  
E-Mail: diane.albers@linncounty.org  
Password Contact Name (for password delivery): SAME  
E-Mail:  
Time and Billing Contact Name: SAME  
E-Mail:  

Permanent Address Change:  
One-Time Ship To:  
Additional Ship To:  
Additional Bill To:  

Name:  
Address:  
City:  
State:  
County:  
Zip:  

Permanent Address Change:  
One-Time Ship To:  
Additional Ship To:  
Additional Bill To:  

Name:  
Address:  
City:  
State:  
County:  
Zip:  

Frame Code: 601817A772434  

WestlawPRO/Practice Solutions/Software Look Back Renewals  

<table>
<thead>
<tr>
<th>Sub Mat#</th>
<th>WestlawPRO/Practice Solutions/Software Products</th>
<th>Monthly Charges billed under Subscriber’s most recent Minimum Term or Renewal Term</th>
<th>Current Monthly Renewal Charge *</th>
<th>Look Back Monthly Renewal Charge**</th>
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<tbody>
<tr>
<td>40988669</td>
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<td>$3808.26</td>
<td></td>
</tr>
</tbody>
</table>

Notes: APPROVED EXCEPTION: 141597

** Subscriber’s Initiates for 12 Month Renewal Term ** Subscriber agrees to commit to an additional 12 months and the charges for the such additional 12 months shall be the Look Back Monthly Renewal Charge of $________, increased by _X_%.

** Subscriber’s Initiates for 24 Month Renewal Term ** Subscriber agrees to commit to an additional 24 months. The charges for the first additional 12 months shall be the Look Back Monthly Renewal Charges of $________, increased by _X_% and the Monthly Renewal Charges for the second additional 12 months shall be _X_% more than the Monthly Renewal Charges for the first additional 12 months.

** Subscriber’s Initiates for 36 Month Renewal Term ** Subscriber agrees to commit to an additional 36 months. The Monthly Renewal Charges for the first additional 12 months shall be the Look Back Monthly Renewal Charges of $________, increased by _X_% and the Monthly Renewal Charges for the second additional 12 months shall be _X_% more than the Monthly Renewal Charges for the first additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion (“Dependency Subscription(s)”), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

10/1/13  
SAMnet  
801 dot
*Current Monthly Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

**Effective on the first day of the month following the day this Order Form is processed by West.

Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement.

<table>
<thead>
<tr>
<th>Print Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Svc #</td>
</tr>
<tr>
<td>Print Products</td>
</tr>
<tr>
<td>Quantity</td>
</tr>
<tr>
<td>List Charges</td>
</tr>
<tr>
<td>Other Charges</td>
</tr>
</tbody>
</table>

Total Charges $  

Subscription Service, Passwords and West km. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Anniversary print subscription products are billed annually in advance. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Casemaker Notebook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable period of time has passed, but no less than 180 days after the termination of this agreement, West will destroy such Westlaw Doc & Form Builder Data. Notwithstanding any language in the Hosted Practice Solutions Subscriber Agreement to the contrary, West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time & Billing Services to Subscriber. Furthermore and notwithstanding any language to the contrary in paragraph 10.2 of the Hosted Practice Solutions Subscriber Agreement, Subscriber must remove all Time & Billing consent prior to termination of this Order Form and the respective Subscriber Agreement.

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from the date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's respective Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (F.O.B. origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report or the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (F.O.B. origin) will be added to print products.
Returns. If Subscriber is not completely satisfied with any print product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw and Practice Solutions charges are non-refundable.

The Research Subscriber Agreement (located at http://legalsolutions.com/research-subscriber-agreement), the applicable Schedule A (located at http://legalsolutions.com/schedule-a-westlaw) (for WestlawPRO) and/or the Hosted Practice Solutions Subscriber Agreement (located at http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement) and the applicable Schedule A (located at http://legalsolutions.com/schedule-a-concourse-form-central-encyclopedix) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name __________________________________________

Title ________________________________________________

Date ________________________________________________

Signature  X________________________________________
ISSUANCE OF FIRE STATION NOTE FOR MONROE TOWNSHIP
634201-23
Cedar Rapids, Iowa
July 2, 2014

The Board of Supervisors of Linn County, Iowa, met on July 2, 2014, at 10:00 o’clock a.m., at the Linn County Jean Oxley Public Service Center, Cedar Rapids, Iowa.

The meeting was called to order by the Chairperson, and the roll was called showing the following named Supervisors present and absent:

Present: ________________________________

Absent: ________________________________.

The Finance Director reported that the Board had been requested by the Board of Trustees of Monroe Township to enter into a loan agreement on behalf of the Township to finance a portion of the cost of constructing a fire station for the Township, and that this was the time and place set by the Board for a public hearing on the loan agreement.

The County Auditor reported that no comments had been filed. The Chairperson asked for oral or written comments, and the following comments were submitted:

(List comments)

There being no further comments, the Chairperson closed the public hearing.

After due consideration and discussion, Supervisor ________________________________ introduced a resolution next hereinafter set out authorizing and approving a loan agreement and providing for the issuance of a $550,000 Monroe Township Fire Station Note and providing for the levy of taxes to pay the same and moved its adoption, seconded by Supervisor ________________________________. The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following named Supervisors voted:

Ayes: ________________________________

Nays: ________________________________.

Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out.
At the conclusion of the meeting, and upon motion and vote, the Board of Supervisors adjourned.

__________________________________________
Chairperson

Attest:

__________________________________________
County Auditor
RESOLUTION NO. ________

Resolution authorizing and approving a Loan Agreement and providing for the issuance of a $550,000 Monroe Township Fire Station Note and providing for the levy of taxes to pay the same

WHEREAS, the Board of Supervisors (the “Board”) of Linn County (the “County”), State of Iowa, has been requested by the Board of Trustees of Monroe Township (the “Township”) to anticipate the collection of taxes levied on property within the Township, pursuant to Section 359.43 of the Code of Iowa, and borrow money on behalf of the Township in the amount of $550,000 to pay the cost of constructing a fire station for the Township; and

WHEREAS, the Board has proposed to enter into a loan agreement (the “Loan Agreement”) pursuant to the provisions of Sections 331.402 and 359.45 of the Code of Iowa and has published notice of the proposed action and has held a hearing thereon; and

WHEREAS, it is necessary at this time to approve the Loan Agreement and authorize the issuance of a $550,000 Monroe Township Fire Station Note (the “Note”) in evidence of the obligation of the County under the Loan Agreement;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The County hereby determines to enter into the Loan Agreement with Heritage Bank, Marion, Iowa, as lender (the “Lender”), providing for a loan to the County in the principal amount of $550,000 for the purpose set forth in the preamble hereof.

The Chairperson and County Auditor are hereby authorized and directed to sign the Loan Agreement on behalf of the County, and the Loan Agreement is hereby approved.

Section 2. The Note is hereby authorized to be issued in the principal amount of $550,000, shall be dated as of the date of its delivery to the Lender and shall be payable as to both principal and interest in the manner hereinafter specified.

The County Auditor is hereby designated as the registrar and paying agent for the Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Section 2. Principal of the Note shall be payable in annual installments on June 1 in each of the years, in the respective principal amounts, and shall bear interest at the respective rates as follows:
<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$20,000</td>
<td>1.75%</td>
<td>2025</td>
<td>$30,000</td>
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<td>2016</td>
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<td>2026</td>
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<tr>
<td>2017</td>
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<td>1.75%</td>
<td>2027</td>
<td>$30,000</td>
<td>3.75%</td>
</tr>
<tr>
<td>2018</td>
<td>$20,000</td>
<td>1.75%</td>
<td>2028</td>
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<tr>
<td>2019</td>
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<td>2029</td>
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<td>3.00%</td>
<td>2030</td>
<td>$35,000</td>
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<td>3.00%</td>
<td>2034</td>
<td>$35,000</td>
<td>4.00%</td>
</tr>
</tbody>
</table>

Payment of both principal of and interest on the Note shall be made to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid by check or draft mailed to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the Note to the Paying Agent.

The County reserves the right to prepay principal of the Note in any amount at any time on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date.

The County hereby covenants that provision has been made for the levy of taxes on property located within the Township for the payment of the principal of and interest on the Note as the same will respectively become due;

The Note shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson and attested with the official manual or facsimile signature of the County Auditor and shall be a fully registered Note without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Note shall cease to be such officer before the delivery of the Note, 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 Note shall be fully registered as to principal and interest in the name of the owner on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owner or its legal representatives or assigns. The Note shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the 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 any owners of the Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. The Note shall be in substantially the following form:
(Form of Note)

UNITED STATES OF AMERICA
STATE OF IOWA LIMN COUNTY

MONROE TOWNSHIP FIRE STATION NOTE

$550,000

MATURITY DATE NOTE DATE
June 1, 2034

The Board of Supervisors of Linn County (the “County”), State of Iowa, for value received, promises to pay in the manner hereinafter provided to

Heritage Bank
Marion, Iowa

or registered assigns, the principal sum of FIVE HUNDRED FIFTY THOUSAND DOLLARS ($550,000), together with interest on the outstanding principal hereof from the date of this Note, or from the most recent payment date on which interest has been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

Principal of this Note shall be payable in annual installments on June 1 in each of the years, in the respective principal amounts, and shall bear interest at the respective rates as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
<th>Year</th>
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<td>3.75%</td>
</tr>
<tr>
<td>2020</td>
<td>$25,000</td>
<td>3.00%</td>
<td>2030</td>
<td>$35,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2021</td>
<td>$25,000</td>
<td>3.00%</td>
<td>2031</td>
<td>$35,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2022</td>
<td>$25,000</td>
<td>3.00%</td>
<td>2032</td>
<td>$35,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2023</td>
<td>$25,000</td>
<td>3.00%</td>
<td>2033</td>
<td>$35,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2024</td>
<td>$25,000</td>
<td>3.00%</td>
<td>2034</td>
<td>$35,000</td>
<td>4.00%</td>
</tr>
</tbody>
</table>
Both principal of and interest on this Note are payable to the registered owner appearing on the registration books of the County maintained by the County Auditor (hereinafter referred to as the “Registrar” or the “Paying Agent”) at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America by check or draft mailed to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Note to the Paying Agent.

This Note is issued by the County to evidence its obligation under a certain Loan Agreement, dated as of the date hereof (the “Loan Agreement”) entered into by the County for the purpose of providing funds to pay a portion of the cost of the construction of a fire station by Monroe Township, Linn County, Iowa (the “Township”).

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 76 and Sections 359.43, 359.45 and 331.402 of the Code of Iowa, 2013, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Board of Supervisors authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owner of this Note.

The County reserves the right to prepay principal of this Note in any amount at any time, on terms of par and accrued interest. All principal so prepaid will cease to bear interest on the prepayment date.

This Note is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The County, the Registrar and the Paying Agent may deem and treat the registered owner 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 County, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Note were and have been properly existent, had, done and performed in regular and due form and time; that this Note does not constitute a general obligation of the County, but is payable only from taxes levied on property located within the Township (excluding any property within a benefited fire district or within the corporate limits of a city), and that provision has been made for the levy of such taxes for the payment of the principal of and interest on this Note as the same will respectively become due; and that the total indebtedness of the County, including this Note, does not exceed any constitutional or statutory limitations.
IN TESTIMONY WHEREOF, Linn County, Iowa, by its Board of Supervisors, has caused this Note to be executed by its Chairperson and attested by its County Auditor, on the _____ day of July, 2014.

LINN COUNTY, IOWA

By (DO NOT SIGN)
Chairperson

Attest:

(Do NOT SIGN)
County Auditor

ABBREVIATIONS

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

TEN COM - as tenants in common
UTMA (Custodian)

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with
right of survivorship and
not as tenants in common

As Custodian for (Minor)

under Uniform Transfers to Minors Act (State)

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 Note 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 Note 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 Note in every particular, without alteration or enlargement or any change whatever.
Section 4. The Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

Section 5. Pursuant to Chapter 76 and Section 359.43 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Note as the same become due, there is hereby ordered levied on all the taxable property in the Township, excluding property within any benefited fire district or within the corporate limits of a city, in each of the years while the Note is outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all such taxable property in the Township the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2015, sufficient to produce the net annual sum of $29,430;

For collection in the fiscal year beginning July 1, 2016, sufficient to produce the net annual sum of $29,049;

For collection in the fiscal year beginning July 1, 2017, sufficient to produce the net annual sum of $28,695;

For collection in the fiscal year beginning July 1, 2018, sufficient to produce the net annual sum of $28,340;

For collection in the fiscal year beginning July 1, 2019, sufficient to produce the net annual sum of $38,725;

For collection in the fiscal year beginning July 1, 2020, sufficient to produce the net annual sum of $37,928;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of $37,167;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of $36,407;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of $35,675;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $42,357;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $41,217;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $40,076;
For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $38,960;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $37,795;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $42,098;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $40,678;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $39,270;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $37,839;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $36,420.

Section 6. A certified copy of this resolution shall be filed with the County Auditor, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the County and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the County and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Note hereby authorized and for no other purpose whatsoever.

Section 7. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds of the Township in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 8. It is the intention of the County that interest on the Note 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 County 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 the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Note will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The County hereby designates the Note as a “Qualified Tax Exempt Obligation” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.
Section 9. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved on July 2, 2014.

________________________________________________________________________

Chairperson

Attest:

________________________________________________________________________

County Auditor
STATE OF IOWA  
LINN COUNTY SS:

I, the undersigned, County Auditor of Linn County, do hereby certify that as such County Auditor I have in my possession or have access to the complete records of the County and of its Board of Supervisors and officers and that I have carefully compared the transcript hereto attached with those records and that the transcript hereto attached is a true, correct and complete copy of all the records in relation to the adoption of a resolution entitled “Resolution authorizing and approving a Loan Agreement and providing for the issuance of a $550,000 Monroe Township Fire Station Note and providing for the levy of taxes to pay the same,” and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the Board of Supervisors to enter into the Loan Agreement, to issue the Note or to levy the taxes to pay the principal of and interest thereon.

WITNESS MY HAND this ______ day of __________, 2014.

________________________________________
County Auditor
STATE OF IOWA                      SS:
LINN COUNTY

I, the undersigned, County Auditor of Linn County, in the State of Iowa, do hereby certify that on the _______ day of July, 2014, there was filed in my office a certified copy of a resolution of the County shown to have been adopted by the Board of Supervisors and approved by the Chairperson thereof on July 2, 2014, entitled: “Resolution authorizing and approving a Loan Agreement and providing for the issuance of a $550,000 Monroe Township Fire Equipment Note and providing for the levy of taxes to pay the same,” and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in the resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2015, and subsequent years as provided in the resolution.

WITNESS MY HAND this ______ day of ______________, 2014.

___________________________________________________________________
County Auditor
June 28, 2014

Stephen Tucker  
Finance Director  
Linn County Public Service Center  
935 Second Street, SW  
Cedar Rapids, Iowa  52404-2100

Re: $550,000 Monroe Township Fire Station Note  
Our File No. 634201-23

Dear Steve:

We have prepared and enclosed a resolution that may be adopted at the July 2 Board of Supervisors meeting in order to approve the Loan Agreement and authorize the issuance of the Monroe Township Fire Station Note.

The proceedings attached include the following items:

1. Resolution authorizing the issuance of the Note.

The form of Note and Assignment set out in Section 3 of the attached Resolution should not be completed or executed.

2. Certificate attesting transcript.

3. A copy of the Resolution must be filed in the office of the County Auditor, and we have prepared a form of certificate relating to that filing.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc via e-mail: Jan Every/Becky Shoop  
Ron Bowers
# Rezoning Application

## Owner Information:
- **Owner:** Wald Morris  
  **Address:** 4512 Lakeside Rd., Marion, IA 52302  
  **Phone:** 319-277-8283

## Applicant Information:
- **Applicant:** Brad & Nancy Mawry  
  **Address:** 2980 East Post Rd., Marion, IA 52302  
  **Phone:** 319-389-5302

## Surveying Co.
- **Engineer:** Rodney Klien  
  **E-Mail:** r.klien@anderson-bogert.com  
  **Phone:** 319-4629

## Property Information:
- **Property Address:** 4512 Lakeside Rd., Marion, IA 52302  
- **Lot:** Lot 2, Morris Second Addition

## Current Zoning
- **AG**

## Proposed Zoning
- **USR**

## GPN(s)
- **15073-51001-00000**

## Rural Land Use Plan Map Designation
- **Metro Urban Service Area (MUSA)**

## Total Acres
- **1.0 acre**

---

A written report shall be submitted with this application, per Article 4, Section 4.2 (vii) of the Unified Development Code (see attached pages of this application).

A formal pre-application meeting is required prior to submitting this application.

**Pre-app mtg. date:** 4-6-14  
**Staff present:** Carolyn, Stephanie, Dan

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.

This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.

**Owner:**  
**Date:** 4-28-14

**Applicant:**  
**Date:** Received

**Case #:** R-03-14

**Date Received:** May 5, 2014

**Linn County Department of Planning & Development**
CASE # R-03-14
EXECUTIVE SUMMARY
REZONING
STAFF CONTACT: STEPHANIE LIENTZ

OWNER/APPLICANT INFORMATION

OWNER/APPLICANT: Waldo & Charlotte Morris  Brad & Nancy Mowry
MAILING ADDRESS: 4512 Lakeside Rd  2980 East Post Rd
Marion IA 52302  Marion IA 52302
PROPERTY ADDRESS: 2980 East Post Rd

REQUEST

This applicant is proposing to rezone Lot 2 of Morris Second Addition (F-05-14) from AG (Agricultural) to USR (Urban Service Residential). The subject property is located within the MUSA (Metro Urban Service Area) on the Rural Land Use Map.

The associated final plat case (F-05-14) is running concurrently with this case. Both lots of the 2-lot final plat proposal contain existing dwellings. Proposed Lot 2 will be 1.0 acre in size, which is the maximum lot size allowed in a USR zoned district.

OUTSTANDING ISSUES AND STANDARDS FOR APPROVAL

This proposal meets the standards for approval per Article 4, Section 4 and Article 4, Section 6 of the Linn County Unified Development Code (UDC). The parcel meets both MLS and LESA requirements, and earned a LESA score of 181.90 (the minimum threshold needed to pass in USA areas is 105).

STAFF RECOMMENDATION

Staff recommends approval subject to the conditions of the staff report.
PZC APPROVAL

6/16/14

STAFF REPORT
REZONING

Planning and Zoning Commission Meeting: June 16, 2014
Board of Supervisors First Consideration: June 30, 2014

PROPERTY INFORMATION:

MAP DESIGNATION: MUSA (Metro Urban Service Area)

CURRENT ZONING: AG (Agricultural District)

SURROUNDING LAND USES AND ZONING
- North – Residential, USR
- South – Residential, USR, AG, City of Cedar Rapids
- East – Agricultural, AG
- West – Residential, USR

PLAT SIZE: 1.0 acre

FORMAL PRE-APPLICATION MEETING:
The surveyor met with staff on May 6, 2014.

MLS AND LESA REQUIREMENTS:
All rezoning cases are subject to the minimum levels of service requirements and land evaluation and site assessment as per Article 4, Sections 5 and 6, of the Unified Development Code. The Minimum Levels of Service standards for USA (Urban Service Area) are outlined in Appendix A of the Linn County Unified Development Code, and can be met on the proposed lot. Parcels within an area designated as USA on the Rural Land Use Map must receive a minimum LESA threshold score of 105 in order to be eligible for subdivision. The subject parcel received a score of 181.90, which exceeds the required minimum threshold score.

FINDINGS OF FACT:
1. Waldo and Charlotte Morris are the owners of the subject property, which is generally described as Lot 2 Morris Second Addition (F-05-14), and contains approximately 1 acre.
2. The property is currently zoned AG (Agricultural).

3. The property is designated as MUSA (Metro Urban Service Area) on the Rural Land Use Map.

4. A development application was received on May 22, 2014. The application is to rezone the subject property from AG (Agricultural District) to USR (Urban Service Residential District) for the purpose of dividing a parcel which contains two dwellings.

5. The subject property currently contains 1 single-family residence.

6. In accordance with Article 4, Section 5, Standards for Review, of the UDC, the proposed development is subject to the following requirements, including but not limited to:
   a. Minimum Levels of Service standards for public improvements and services as contained in Appendix A of the UDC;
   b. Animal feeding operations separation distance requirements as contained in Appendix C of the UDC; and
   c. Land Evaluation and Site Assessment (LESA) System criteria for lands designated USA (Urban Service Area) as contained in Article 4, Section 6, of the UDC.

7. In accordance with Article 4, Section 6, of the UDC, no proposed development affected by the Unified Development Code shall be approved in the USA (Urban Service Area) plan designation unless the proposed development has received at least 105 points under the LESA System. The LESA evaluation for the proposed development resulted in a score of 181.90 out of 250 possible points.

8. The award of the minimum number of required points in the LESA evaluation is considered the initial requirement for development approval. Other factors for consideration of development approval are contained in Article 4, Section 5, § 5, Additional Standards for Review, of the UDC.

CONCLUSIONS OF LAW:

Animal feeding operations separation distance requirements. At the time of application, any proposed development that is located near an Iowa Department of Natural Resources (IDNR) permitted animal feeding operation shall be separated by the distance required for the type of structure as provided for in Appendix C of the Unified Development Code.

   Analysis: The nearest IDNR permitted animal feeding operation lagoon, manure storage facility or confinement building is approximately 7.44 miles from the proposed development area as measured from aerial photography.

   Conclusion: The requirements of Appendix C of the Unified Development Code appear to be met by the proposed development.

Land evaluation and site assessment. All requirements of Article 4, Section 6, of the Unified Development Code shall be met as a condition of approval.

   Analysis: The LESA score for the subject property is 181.90 out of 250 possible points. A copy of the LESA Summary Sheet is attached and made part of this report.
Conclusion: The proposed development meets the required LESA threshold score.

Article 4, Section 5, §5, Additional Standards for Review of the UDC states that any proposed development must be consistent with the Comprehensive Plan, the purposes and intent of the UDC and the supplemental policies, requirements and standards of the UDC, including but not limited to:

(a) The proposed development is not detrimental to existing agricultural uses.

Analysis: None of the area proposed for rezoning is currently in agricultural production and has not been during the past 5 years. In addition, the combined average CSR value for the entire parent parcel is approximately 48.23.

Conclusion: Based on the above analysis, the proposed development is not detrimental to existing agricultural uses.

(b) The proposed development will be served by adequate public facilities and services as set forth in a development agreement.

Analysis:

<table>
<thead>
<tr>
<th>MINIMUM LEVEL OF SERVICES FOR USA (NON-METRO/METRO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential LESA Required</td>
</tr>
<tr>
<td>PUBLIC FACILITY</td>
</tr>
<tr>
<td>WATER</td>
</tr>
<tr>
<td>WASTEWATER</td>
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<tr>
<td>TRANSPORTATION</td>
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<tr>
<td>FIRE PROTECTION</td>
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</table>

Conclusion: All minimum levels of service will be met. The developer shall enter into a development agreement with the county, as appropriate. Municipal wastewater is currently not available to the subject property. However, as a condition for approval of the concurrent final plat case (F-05-14), the applicant: will agree to hook up, and bear the expense to hook up, to municipal wastewater when it becomes available to the subject property.

(c) The proposed development will not degrade significant environmental, ecological or natural resources.

Analysis: No threatened or endangered species, unique natural areas, floodplain, or wetlands were identified on the site. A portion of the parcel has steep slopes (as defined by Linn County GIS soils data). however, the existing dwelling is outside this area.

Conclusion: Based on the above analysis, the proposed development will not degrade significant environmental, ecological or natural resources.
(d) The proposed development achieves densities and uses in agricultural areas, critical natural resource areas, rural residential development areas and urban service areas as designated in the Comprehensive Plan.

Analysis: Table 3, Land Use Map Designations and Allowable Densities in the 2013 Linn County Comprehensive Plan indicates that the density of developments on parcels with a Land Use Designation of “Urban Service Area – No Approved Fringe Area Plan” is “1 unit per 35 acres; greater density required based on availability of minimum levels of service and other criteria.”

Conclusion: The proposed development achieves the recommended densities based on the Rural Land Use Map designation.

(e) The proposed development is consistent with the goals, objectives and strategies of the Comprehensive Plan.

Table 1 below lists all of the Goals found within each of the seven (7) Plan Elements in the Linn County Comprehensive Plan and determines if the proposal supports, does not support, or is neutral to each individual Goal based on a review of the Objectives and Strategies found in the plan. Any Goals that are of significant consequence to Staff’s recommendation are discussed in greater detail below.

Analysis: The proposal is supported by a number of Goals and Objectives in the following Comprehensive Plan Elements: Hazard Planning, Resource Protection, Sustainable Development, and Transportation. Specifically, the LESA scoring system was utilized in order to direct development away from areas best suited to agriculture and into areas with the existing infrastructure and capacity to support the type of development being proposed.

Conclusion: The proposed plat appears to meet the Goals, Objectives, and Strategies of the Linn County Comprehensive Plan.

Table 1. Linn County Comprehensive Plan Goals

<table>
<thead>
<tr>
<th>ELEMENTS</th>
<th>GOALS</th>
<th>Proposal Supports</th>
<th>Proposal Does Not Support</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative and Renewable Energy</td>
<td>Goal 1: Encourage and support the development and use of alternative and renewable energy sources.</td>
<td></td>
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<td>X</td>
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<td></td>
<td>Goal 2: Encourage and support energy efficiency strategies.</td>
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<td>X</td>
</tr>
<tr>
<td></td>
<td>Goal 3: Identify and mitigate barriers to the development of local alternative and renewable energy resources and increased energy efficiency strategies.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Economic Development and Employment Opportunities</td>
<td>Goal 1: Encourage a diverse agricultural economy, including local foods and commodity-based agriculture.</td>
<td></td>
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<td></td>
<td>Goal 2: Seek opportunities to diversify and expand the local employment base by providing a supportive environment for existing and new businesses, as well as entrepreneurial activities.</td>
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<td></td>
<td>Goal 3: Support and encourage a well-educated, highly skilled, and diverse workforce prepared for an increasingly competitive global marketplace.</td>
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<td></td>
<td>Goal 4: Recognize that future economic success in the county depends on implementing sustainable business practices that protect our natural environmental systems.</td>
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<tr>
<td>Hazard Planning</td>
<td>Goal 1: Identify and implement strategies to prevent the occurrence of human-made hazards.</td>
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<td></td>
<td>Goal 2: Reduce the risk of the loss of life, property, and economic activity as a result of the occurrence of natural and human-made hazards.</td>
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<td>X</td>
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<tr>
<td>ELEMENTS</td>
<td>GOALS</td>
<td>Proposal Supports</td>
<td>Proposal Does Not Support</td>
<td>N/A</td>
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<td>Livable Communities</td>
<td>Goal 1: Protect and enhance the health and safety of all Linn County residents.</td>
<td>X</td>
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<td></td>
<td>Goal 2: Maximize resilience through the production and purchase of local and regional products, and the protection of local resources.</td>
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<td></td>
<td>Goal 3: Enhance connectivity and opportunities for all through improvements in transportation, education, and communication.</td>
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<td>Goal 4: Plan for demographic trends and changes.</td>
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<td>Goal 5: Value the county's unique and special places.</td>
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<td></td>
<td>Goal 3: Increase the capacity of local government and residents to respond to the occurrence of natural and human-made hazards.</td>
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<tr>
<td></td>
<td>Goal 4: Increase the capacity of local government and residents to recover from the occurrence of natural and human-made hazards.</td>
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<tr>
<td>Resource Protection</td>
<td>Goal 1: Support initiatives designed to prevent soil erosion, improve soil quality, and educate the public on the importance of healthy soils in both urban and rural environments.</td>
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<td>Goal 2: Encourage the long-term viability of agriculture.</td>
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<td></td>
<td>Goal 3: Strive to maintain high-quality water resources.</td>
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<td></td>
<td>Goal 4: Address drainage and stormwater management as a regional issue and foster multi-jurisdictional cooperation.</td>
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<td>X</td>
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<td></td>
<td>Goal 5: Support initiatives designed to protect or improve local air quality.</td>
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<td></td>
<td>Goal 6: Conserve and enhance natural resources, open space, and wildlife habitat throughout the county.</td>
<td></td>
<td>X</td>
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<td></td>
<td>Goal 7: Balance accessibility to local mineral resources with public safety considerations and competing resource protection goals.</td>
<td></td>
<td>X</td>
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<tr>
<td>Sustainable Development</td>
<td>Goal 1: Maximize the use of existing gray infrastructure and adopt innovative green infrastructure techniques.</td>
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<td></td>
<td>Goal 2: Proactively address climate change through prevention and adaptation.</td>
<td></td>
<td>X</td>
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<td></td>
<td>Goal 3: Incorporate enhanced stormwater management and erosion control practices into county development standards.</td>
<td></td>
<td>X</td>
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<td></td>
<td>Goal 4: Encourage green building practices for new construction and major remodels, and consider code amendments that encourage or do not inhibit sustainable development practices.</td>
<td></td>
<td>X</td>
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<td></td>
<td>Goal 5: Reduce landfilled waste and support clean, efficient, economical, and environmentally sound management of solid waste.</td>
<td></td>
<td>X</td>
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<tr>
<td>Transportation</td>
<td>Goal 1: Ensure landuse decisions are coordinated with city, county, and regional transportation plans.</td>
<td></td>
<td>X</td>
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<td></td>
<td>Goal 2: Encourage alternatives to auto-dependent travel when making transportation, land use, and infrastructure decisions.</td>
<td></td>
<td>X</td>
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<td></td>
<td>Goal 3: Consider environmental, cultural, and historic resources in planning future transportation corridors, and in the physical design of transportation infrastructure.</td>
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<td></td>
<td>Goal 4: Encourage a transportation system that improves the mobility, accessibility, connectivity, and safety for all residents.</td>
<td></td>
<td>X</td>
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<td></td>
<td>Goal 5: Promote comprehensive strategies to reduce dependency on nonsustainable fuel sources and increase fuel efficiency.</td>
<td></td>
<td>X</td>
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</tbody>
</table>

**ALTERNATIVES:**

The following alternatives may be considered:

1. Recommend approval of the proposal subject to conditions.
2. Recommend denial of the proposal.
3. Refer the proposal back to the applicant for additional review/information.

**STAFF RECOMMENDATION:**

Staff recommends Alternative 1, approval, subject to recommended conditions.

**IT IS THE RESPONSIBILITY OF THE APPLICANT TO COMPLETE ALL CONDITIONS, AS OUTLINED IN THIS STAFF REPORT, PRIOR TO FINAL APPROVAL OF THE CASE. IF YOU HAVE QUESTIONS REGARDING A CONDITION, CONTACT THE DEPARTMENT UNDER WHICH THAT CONDITION IS LISTED. THE CONTACTS’ NAMES AND PHONE NUMBERS ARE LISTED BELOW. ITEMS IN THE COMMENTS SECTION ARE NOT A REQUIREMENT TO BE MET PRIOR TO APPROVAL. THEY ARE INTENDED TO INCREASE YOUR KNOWLEDGE AND AWARENESS OF ISSUES THAT MAY POSSIBLY EXIST ON THE PROPERTY.**

**LINN COUNTY ENGINEERING DEPARTMENT**

**STEVE GANNON, COUNTY ENGINEER, 892-6407**

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article 4, Sec. 8B § 9(e). One entrance per parcel is allowed. An additional access may be allowed with justification and permit.

**Comments:**

1. No construction within the County right-of-way without a permit from the Linn County Engineer.

2. Entrance permit required for new entrances and existing entrances that do not conform to County Standard Specifications. Only a breakaway mailbox is allowed. Decorative walls, or other items that may identify the owner or address of the property, are not allowed within the road right-of-way.

3. Proposed private and public roads shall be constructed to comply with County Standard Specifications.

4. All drainage easements follow the natural flow of surface water as per Article 4, Section 8B, § 9(f)(ii) of the Unified Development Code.

5. No vertical headwalls within the right-of-way. A breakaway mailbox is allowed. No other type of mailbox is allowed within the road right-of-way. Decorative walls, or other items that may identify the owner or address of the property, are not allowed within the road right-of-way.

**IOWA DEPARTMENT OF TRANSPORTATION**

**JOEL KEIM, ENGINEERING OPERATIONS TECHNICIAN, 730-1533**

1. Not within the jurisdiction of the Iowa Department of Transportation.
LINN COUNTY PUBLIC HEALTH DEPARTMENT
SUE ELLEN HOSCH, ENVIRONMENTAL SPECIALIST, 892-6033

1. If the well is to be shared, require a shared well agreement to be recorded with the County Recorder and a copy submitted to this department.

2. Require a written septic easement to be recorded with the County Recorder and a copy submitted to this department.

NATURAL RESOURCES CONSERVATION SERVICE
JON GALLAGHER, LINN COUNTY SOIL CONSERVATIONIST
JOHN BRUENE, DISTRICT CONSERVATIONIST, 377-5960 x3

1. No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
DENNIS GOEMAAT, 892-6450

1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
MIKE GOLDBERG, 363-2671

1. No conditions to be met.

LINN COUNTY 911 COORDINATOR
WILLIAM MAU, 892-5109

1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
STEPHANIE LIENTZ, PLANNER, 892-5130

1. Various revisions to the site plan and final plat.

2. Prior to close of the Board of Supervisors’ public hearing, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as negotiated or required by the Board of Supervisors. It is strongly recommended that the owner meet with the Planning and Development staff to review the conditions of the rezoning.

3. Prior to approval of the final plat, the landowner shall sign an “Agricultural Land Use Notification” form that has been provided by the Zoning Administrator. The landowner shall insure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article 5, Section 1, § 8 of the Unified Development Code.
4. Rezoning will be finalized when the plat bound copies for case F-05-14 are ready to be approved by the Linn County Board of Supervisors.

5. Final plat bound copies must be approved on or before June 16, 2015 or this rezoning will become null and void.

Planning & Zoning Commission Approval of R-03-14 on June 16, 2014

<table>
<thead>
<tr>
<th>Member</th>
<th>Vote</th>
</tr>
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<tbody>
<tr>
<td>Landa</td>
<td>Aye</td>
</tr>
<tr>
<td>Dickey</td>
<td>Aye</td>
</tr>
<tr>
<td>Maxwell</td>
<td>Absent</td>
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<tr>
<td>Marquart</td>
<td>Aye</td>
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<tr>
<td>Bellon</td>
<td>Aye</td>
</tr>
<tr>
<td>Carson</td>
<td>Aye</td>
</tr>
</tbody>
</table>
F-05-14 & R-03-14
Location & Proximity Map
View east of existing dwelling on proposed Lot 2