

CENTRAL LYON COMMUNITY SCHOOL DISTRICT

Monday, September 23, 2019

SPECIAL BOARD MEETING at 12:00 P.M.

CENTRAL LYON BOARD ROOM

Page Number

I.	Call to Order Roll Call Pledge of Allegiance	
II.	Agenda Items:	
	A. Agenda	1
	B. Minutes of Past Meetings	2-3
	C. Summary List of Bills	4-6
III.	New Business	
	A. Consider Engagement Letter with Ahlers & Cooney (Bond Counsel)	7-10
	B. Consider Resolution Amending the November 18, 2014 Resolution Issuing \$3,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2014, Approving and Authorizing an Amendment to Bond Purchase Agreement of the Same Date By and Between the Central Lyon Community School District and Frontier Bank of Rock Rapids, Iowa, and Authorizing the Exchange of \$2,250,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2014 (Rate Reset)	
IV.	Announcements	
V.	Dates To Remember	
	• Saturday, October 5 – High School Pops Concert	
	• Thursday, October 10 – Dr. Ryan Wise, Director of Iowa Department of Education, to visit Central Lyon Schools	
	• Monday, October 14	
	o No School / Professional Learning	
	o 7:00 pm - Regular Board Meeting	
	• Wednesday & Thursday, November 20 & 21 – IASB Annual Convention	
VI.	Adjournment	

CENTRAL LYON BOARD MINUTES
September 9, 2019

The Central Lyon Board of Directors met in regular session in the Board Room of the Central Lyon Community School at 7:00 P.M. with the following members present: President David Jans, Vice President Andy Koob and Directors Keri Davis and Joel De Wit, Superintendent Brent Jorth and Business Manager/Board Secretary Jackie Wells. Other individuals present were Elementary Principal Steve Harman, Middle/High School Principal/AD Jason Engleman, Jessica Jensen, Stephanie Baker and Emily Deutsch. Director Scott Postma was absent.

The meeting was called to order at 7:00 P.M.

Koob moved to approve the agenda with an additional list of bills and DeWit seconded, carried 4-0.

Davis moved to approve the consent agenda including minutes of past meetings, financial report updated through June 30, 2019 and current financial report through August 31, 2019 and the summary list of bills; DeWit seconded, carried 4-0.

In recognition, Paulette DeWeerd/ReFit was thanked for a donation to the Backpack Program. Melissa Stillson and Health Services of Lyon County were thanked for the support of the Back to School Bash.

In reports, Principal Engleman updated the board on Brandon Church, the Avera trainer's responsibilities, program involvement and goals. Mr. Engleman also reviewed the Summer Weight Program and tools used with students including VOLT Athletics and Team Builder.

Principal Harman reported on the reading series introduction and Houghton Mifflin Harcourt Co's involvement with transitioning staff and students to the program.

Business Manager Wells reported on the Human Resources Director sharing agreement and hiring. Policy 401.3 regarding Nepotism will be reviewed and updated under the guidance of IASB.

Superintendent Jorth reported on construction updates including the activities center roof, the current phase of the restroom renovation, building caulking plans and the final payment to Hoogendoorn Construction for the Central Lyon Additions. Mr. Jorth also updated the board on the upcoming Special Ed Deficit and provided a reminder of upcoming School Board election deadlines.

In new business, DeWit moved to approve the 2014 SAVE Bond interest refinance/interest reset and an engagement letter with Piper Jaffray. Koob seconded, carried 4-0.

Koob moved to approve the Jones caulking bid in the amount of \$22,875 and DeWit seconded, carried 4-0.

Davis moved to approve the support and resolution for the MLB-MLBPA Youth Development Foundation Grant for softball field lighting costs and DeWit seconded, carried 4-0.

Koob moved to approve the support and resolution for the Lyon County Riverboat Grant for Central Lyon Robotics Club in the amount of \$5,000 and Davis seconded, carried 4-0.

DeWit moved to approve the FFA Trip to Indianapolis, IN for the national convention October 30-November 2, 2019 and Davis seconded, carried 4-0.

DeWit moved to approve the horizontal lane advancements for teachers who have fulfilled the necessary requirements; Koob seconded, carried 4-0.

In personnel, DeWit moved to approve the hiring of Mark Lutmer, Drivers Education at a rate of \$190 per student. Koob seconded, carried 4-0.

A special board meeting will be at 12:00 P.M. on Monday, September 23, 2019 in the Central Lyon board room. The next regular board meeting will be at 7:00 P.M. on Monday, October 14, 2019 in the Central Lyon board room.

DeWit moved to adjourn at 7:56 P.M. and Davis seconded, carried 4-0.

GENERAL FUND BOARD REPORT
10/14/19 PREPAIDS_1

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
<u>Checking</u>	1			
Checking	1	Fund: 10 OPERATING FUND		
ADVANCED SYSTEMS, INC	S094620	STAPLES	81.75	Vendor Total: 81.75
CENGAGE LEARNING	68064234_	ACCOUNTING WORKPAPERS, ONLINE ACCESS	258.24	Vendor Total: 258.24
DEUTSCH, EMILY	20190911	REIMBURSEMENT	74.80	Vendor Total: 74.80
HEALTH SERVICES OF LYON CO	831	8/2019 SERVICES	4,465.50	Vendor Total: 4,465.50
IOWA SCHOOLS EMPLOYEE BENEFITS	30202	DENTAL INSURANCE	3,593.58	Vendor Total: 3,593.58
IOWA TESTING PROGRAMS	19-7695	STUDENT ASSESS_ONLINE	2,363.20	Vendor Total: 2,363.20
JUNIOR LIBRARY GULD	469985	SCHOOL LIBRARY JOURNAL	82.99	Vendor Total: 82.99
LEGALSHIELD	20190917	ADDT'L INSURANCE	28.90	Vendor Total: 28.90
MARTIN BROS. DISTRIBUTING, INC	8038398_BP	BACKPACK SUPPLIES	563.05	
MARTIN BROS. DISTRIBUTING, INC	8038399	PBIS SUPPLIES	539.20	Vendor Total: 1,102.25
NORTHWEST AEA	257-932019	SUPPLIES	277.18	
NORTHWEST AEA	257-932019_	PBIS SUPPLIES	373.47	
NORTHWEST AEA	36194	TK SUPPLIES	33.75	Vendor Total: 684.40
PITNEY BOWES	20190913	POSTAGE	503.50	Vendor Total: 503.50
PITNEY BOWES	3309618821- 9/19	POSTAGE METER	203.46	Vendor Total: 203.46
REALLY GREAT READING	20747	TITLE I SUPLIES	1,276.00	Vendor Total: 1,276.00
SANFORD PATIENT FINANCIAL SERVICES	20190912	DRIVER PHYSICALS	600.00	Vendor Total: 600.00
SCHRICK, JODI	20190917	LIBRARY DVDS	227.12	Vendor Total: 227.12
T & R TROPHIES PLUS - ADRIAN, MN	351	SoM PLAQUES	40.85	Vendor Total: 40.85
US BANK	20190916- 0003	TK-4TH SUPPLIES	60.28	

GENERAL FUND BOARD REPORT

10/14/19 PREPAIDS_1

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
US BANK	20190916-0004	MS TEXTBOOKS	32.84
US BANK	20190916-0005	PBIS SUPPLIES	22.38
US BANK	20190916-0008	SUPPLIES, TRAVEL, TECH	2,574.98
Vendor Total:			2,690.48
WELLMARK BLUE CROSS & BLUE SHIELD OF IOWA	192530001863	HEALTH INSURANCE PREMIUMS	25,104.65
Vendor Total:			25,104.65
WEST MUSIC CO	si1773444	2 XYLOPHONES - ART GRANT	837.90
Vendor Total:			837.90
Fund Total:			44,219.57
Checking	1	Fund: 22	MANAGEMENT FUND
FRONTIER INSURANCE & REAL ESTATE	FY20 AUTO ADDTN	FY20 AUTO ADDITIONS	1,627.00
Vendor Total:			1,627.00
MIDAMERICA ADMIN & RETIREMENT SOLUTIONS, AUL	FY20 RETIREE_1	EARLY RETIREE_PAYMENT1	6,000.00
Vendor Total:			6,000.00
Fund Total:			7,627.00
Checking	1	Fund: 64	STUDENT CONSTRUCTION
STAN HOUSTON EQUIPMENT	08242019	HOUSE CONSTRUCTION TOOLS	1,518.90
Vendor Total:			1,518.90
Fund Total:			1,518.90
Checking	1	Fund: 71	SPLIT FUNDING
GALLAGHER BENEFIT SERVICES, INC	182055	9/2019 HRA FEE	288.00
Vendor Total:			288.00
WELLMARK BLUE CROSS & BLUE SHIELD OF IOWA	192530001863	HEALTH INSURANCE PREMIUMS	783.00
Vendor Total:			783.00
Fund Total:			1,071.00
Checking Account Total:			54,436.47
<u>Checking</u>	2	Fund: 61	SCHOOL NUTRITION FUND
IOWA SCHOOLS EMPLOYEE BENEFITS	30202	DENTAL INSURANCE	88.77
Vendor Total:			88.77
US BANK	20190916-0006	HOT LUNCH SUPPLIES	145.17
US BANK	20190916-0007	H.L. UNIFORMS	124.64
Vendor Total:			269.81
WELLMARK BLUE CROSS & BLUE SHIELD OF IOWA	192530001863	HEALTH INSURANCE PREMIUMS	1,294.42
Vendor Total:			1,294.42
Fund Total:			1,653.00
Checking Account Total:			1,653.00

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 10/14/19 PREPAIDS_1

<u>Vendor Name</u>		<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
<u>Checking</u>	3			
Checking	3	Fund: 21	STUDENT ACTIVITY FUND	
US BANK		20190916	FTC ROBOTICS/PITSCO	550.00
US BANK		20190916- 0001	CARE COMMITTEE GIFTS	225.00
US BANK		20190916- 0002	FCA SUPPLIES	45.00
US BANK		20190916- 0008	SUPPLIES, TRAVEL, TECH	1,554.40
			Vendor Total:	2,374.40
			Fund Total:	2,374.40
			Checking Account Total:	2,374.40
<u>Checking</u>	4			
Checking	4	Fund: 33	LOCAL OPTION SALES \$ SERVICES TAX (SILO)	
CMBA ARCHITECTS		57327	DESIGN SERVICES	1,067.63
			Vendor Total:	1,067.63
WILTGEN BROTHERS INC		PYMT4	RESTROOM RENO, PHASE 1_PYMT 4	11,984.05
			Vendor Total:	11,984.05
			Fund Total:	13,051.68
Checking	4	Fund: 40	DEBT SERVICE FUND	
FRONTIER BANK		2014 BOND INT REFI	2014 REVENUE BOND INTEREST_REFI	20,098.67
			Vendor Total:	20,098.67
			Fund Total:	20,098.67
			Checking Account Total:	33,150.35



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September 13, 2019

Jackie Wells, Board Secretary
Central Lyon Community School District
1010 S. Greene Street
Rock Rapids, IA 51246

Re: Central Lyon Community School District
Rate Reset – Series 2014 Sales Tax Bonds

Dear Jackie:

We are pleased to be working with you and the Central Lyon Community School District with respect to the rate reset for the Series 2014 Sales Tax Bonds (the "Bonds").

The purpose of this letter is to disclose and memorialize the legal services that we will render in serving as Bond Counsel for the above-referenced project. Our understanding is that the Bonds will remain tax-exempt, revenue obligations of the Central Lyon Community School District (the "District"). We understand you have engaged Piper Jaffray & Co. as your placement agent (the "Placement Agent").

I. DESCRIPTION OF SERVICES

As Bond Counsel to the District, we will work with the District, including the officers and employees, the Placement Agent, and other parties to this transaction to provide the following services:

1. Review the proposed timetable and consult with the other parties to the transaction as necessary in order to implement the project in accordance with that timetable.
2. Review all relevant Iowa statutory and constitutional provisions, including all pending legislation and any other recent developments, relating to the issuance of the Bonds.
3. Obtain detailed information about the proposed transaction and review the nature of public and private ownership and the operation of the facilities originally financed with the Refunded Bond proceeds (the "Project").
4. Consider the issues arising under the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable tax regulations relating to the issuance of the Bonds on a tax-exempt basis in view of the use of the Project and prepare all necessary tax compliance certificates for the rate reset.
5. Prepare or review the amendments to the issuing resolution, the bond purchase agreement, and draft descriptions of these documents as necessary.

6. Prepare all pertinent proceedings to be considered by the District Board of Directors; confirm the necessary quorum, meeting and notice requirements, and draft pertinent excerpts of minutes of the meetings relating to the project; and supervise the filing of all necessary federal reporting or state public notice requirements for issuing the Bonds.

7. Prepare, revise as necessary, and coordinate the distribution and execution of necessary closing documents and certificates, and document transcripts.

8. Attend or host such drafting sessions and other conferences necessary to implement the project, including the preclosing, if needed, and closing.

II. LIMITATIONS

Our duties as Bond Counsel are limited to those expressly set forth above in this letter. Among other things, our duties *do not* include:

1. We have not been engaged as, and should not be viewed as acting as, Disclosure Counsel;

2. Preparing requests for tax rulings from the Internal Revenue Service;

3. Preparing blue sky or investment surveys with respect to the Bonds;

4. Drafting state legislative amendments;

5. Pursuing test cases or other litigation;

6. Making an investigation or expressing any view as to the creditworthiness of the District or of the Bonds;

7. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;

8. Responding to Internal Revenue Service audits or Securities and Exchange Commission investigations;

9. After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, e.g., we will not undertake rebate calculations for the Bonds;

10. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of the rate reset, the financial condition of the District, or to any other aspect of the project, such as the proposed structure, use of a financial advisor, or the investment of proceeds of the Bonds; or

11. Any other matter not specifically set forth above that is not required as a part of the rate reset for the Bonds.

No assurance can be given as to whether or not the Internal Revenue Service will commence an audit of the Series 2014 Bonds, or as to whether the Internal Revenue Service would agree with the Bond Opinion for such series. If an audit is commenced, the Internal Revenue Service will treat the District as the taxpayer, and the bondholders may have no right to participate in such procedure. As Bond Counsel we are neither obligated to defend the tax-exempt status of the Bonds nor responsible to pay or reimburse the costs of the District or the bondholders with respect to any audit or litigation relating to the Bonds.

III. ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter the District will be our client, and an attorney-client relationship will exist between us with respect to the rate reset for the Bonds. However, our services as Bond Counsel are limited to those as set forth in this engagement letter, and the District's execution of this engagement letter will constitute an acknowledgment of those limitations. We will not act as an intermediary among the parties to the transaction.

Our representation of the District and the attorney-client relationship created by this engagement letter will be concluded upon the closing of the rate reset for the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide a transcript of proceedings pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed for the Bonds.

IV. FEES

As is customary, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Disbursements are typically itemized and billed separately. Factors which affect our billing include: (a) an estimate of the time necessary to do the work; (b) the complexity of the issue (number of parties, timetable, type of financing and so forth); (c) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Based on (i) our current understanding of the structure, size and schedule of the project, (ii) the duties we would undertake pursuant to this letter, (iii) the time we anticipate devoting to the project; and (iv) the responsibilities we assume, we estimate the fee for our legal services for this transaction will be \$8,000 plus costs such as copying, overnight charges, bond printing, and other similar costs. Generally, these expenses will not exceed \$500. If at any time we believe that circumstances require an adjustment of our original fee estimates, we will consult with you. Such adjustment might be necessary in the event (i) the principal amount of bonds issued differs significantly from the amount stated at the time we advise you of the fee, (ii) the manner in which the Bonds are marketed (private placement, public offering, etc.) changes, (iii) there are material changes in the structure, security or opinion from the description of the Bonds after we advise you or our fee, or (iv) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents.

If for any reason the District terminates this engagement before closing, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal

September 13, 2019

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hourly rates for those attorneys and legal assistants who have performed such services. We will also bill you for all expenses we have incurred as outlined above. My current hourly rate is \$325. Services performed by legal assistants will be billed at \$125 per hour.

Our firm represents, and in the future will represent, other clients including cities, city utilities, counties, school districts, community colleges, area education agencies, the Iowa Public Agency Investment Trust, the Iowa Schools Joint Investment Trust, the Iowa Association of Municipal Utilities, Missouri Basin Municipal Electric Cooperative Association, North Iowa Municipal Electric Cooperative Association, and the Iowa Association of School Business Officials. In addition, other clients of our firm may be involved in transactions or have contacts or involvement with the District.

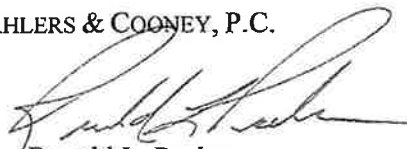
We do not believe our representation of these clients will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds by the District so as to make such representation not adverse to our representation of you, or because a potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that the advice given to other clients will be relevant to any aspect of the issuance of the Bonds.

By approving this letter, the District consents to the firm's continued and future representation of such other clients without the need for any further consents from the District when there is no direct conflict and where matters the firm is handling for either the District or other clients involve legislative or policy issues or administrative proceedings unrelated to the representation of the other client.

If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the Board President, retaining the original for your files. If you have any questions, please call. We appreciate the opportunity to work with you on this matter.

Very truly yours,

AHLERS & COONEY, P.C.



Ronald L. Peeler

RLP:jcp

cc: Brent Jorth

Accepted and Approved this _____
day of _____, 2019:

CENTRAL LYON COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

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