



Ahlers & Cooney, P.C.  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

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

James R. Wainwright  
515.246.0319

[jwainwright@ahlerslaw.com](mailto:jwainwright@ahlerslaw.com)

May 3, 2024

Jeffrey Privia, Superintendent  
Clarinda Community School District  
423 East Nodaway  
Clarinda, IA 51632

Re: Clarinda Community School District  
Sales Tax Bonds, Series 2024

Dear Jeff:

We are pleased to be working with you and the Clarinda Community School District with respect to the issuance of Sales Tax Bonds.

The purpose of this letter is to disclose and memorialize the legal services that we will render in serving as Bond Counsel and Disclosure Counsel for the above-referenced financing. Our understanding is that the Bonds will be tax-exempt, revenue obligations of the Clarinda Community School District (the "District"). ***We understand that Piper Sandler & Co. will purchase the bonds as underwriter ("Underwriter"). We also understand the District has determined the proposed financing structure is in the District's best interest and that the District will not engage a financial advisor for this transaction.***

#### I. DESCRIPTION OF SERVICES OF BOND COUNSEL

As Bond Counsel to the District, we will work with the District, including the officers and employees, the Underwriter, Underwriter's counsel, 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 financing 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 Bond issue and review the nature of public and private ownership and the operation of the facilities financed with the 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.

5. Prepare or review the hearing proceedings, issuing resolution, the bond purchase agreement and draft documents as necessary. As Bond Counsel, upon request we will assist the District in reviewing only those sections of any official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds which involve the description of the Bonds, the security for the Bonds and matters pertaining to tax exemption.

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 financing; 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, opinions, and document transcripts.

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

9. Render our customary approving legal opinion regarding the validity of the Bonds, the sources of payment therefor and the federal income tax treatment of interest thereon (the "Bond Opinion"), which opinion will be delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely upon the certified proceedings and other certifications of District officials and other persons furnished to us. We are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We understand that you and other members of the District staff and other employees of and consultants to the District will cooperate with us in this regard. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of result.

## II. DESCRIPTION OF SERVICES AS DISCLOSURE COUNSEL

As Disclosure Counsel to the District, we will work with the District, including the officers and employees, the Underwriter, Underwriter's counsel, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff, and the District's Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements. As part of this consultation, we will rely on District officials and staff to provide us with complete and timely information as requested, and to advise us in a timely manner of all new developments with regard to that information.

2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.

3. With the assistance of District officials and staff, review the draft preliminary official statement (as prepared by the Underwriter) and the final official statement in connection with the Bond offering.

4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.

5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.

6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by Disclosure Counsel.

7. Subject to the completion of proceedings to our satisfaction, we will provide a letter addressed to the District that will include, without limitation, substantially the following:

(a) a statement that as Disclosure Counsel, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any statements contained in the Official Statement, and we make no representation that we have independently verified the accuracy, completeness or fairness of any such statements; and

(b) a statement that we have participated in conferences with District officials, staff and advisors during which the contents of the Official Statement were discussed, and that nothing has come to our attention during the course of our review and discussion of the Official Statement that would cause us to believe that the Official Statement, on the date thereof or on this date (other than the financial, economic, demographic and statistical data, estimates, projections and expressions of opinion contained or incorporated by reference in the Official Statement, or any information about book-entry or DTC, as to which we express no opinion), contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

### III. LIMITATIONS

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

1. Preparing requests for tax rulings from the Internal Revenue Service;
2. Preparing blue sky or investment surveys with respect to the Bonds;
3. Drafting state legislative amendments;
4. Pursuing test cases or other litigation;

5. Making an investigation or expressing any view as to the creditworthiness of the District or of the Bonds;
6. 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;
7. Responding to Internal Revenue Service audits or Securities and Exchange Commission investigations;
8. 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;
9. After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities;
10. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds; or
11. Any other matter not specifically set forth above that is not required to render the Bond Opinion.

The Bond Opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion. No assurance can be given as to whether or not the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the Bond Opinion. 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.

#### IV. 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 issuance of the Bonds. However, our services as Bond Counsel and Disclosure 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 issuance of 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.

## V. 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) our estimate of the risk involved in our writing our normal "unqualified" approving Bond Opinion (risk is related to the size, complexity and tax questions in the transaction); (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing and so forth); (d) 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 financing, (ii) the duties we would undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we assume, we estimate the fee for our Bond Counsel legal services for this transaction will be \$20,000 and our fee for Disclosure Counsel services to be \$10,000, 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 significant travel, or unexpected revision of the issuance documents.

If for any reason the District terminates this engagement before closing or the Bonds are not issued, or if the Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal 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 \$365. Emily Kolbe's hourly rate is \$265. Services performed by legal assistants will be billed at \$140 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

May 3, 2024

Page 6

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.

Sincerely,

AHLERS & COONEY, P.C.

By *Jim Wainwright*

James R. Wainwright

JRW:jp

Accepted and Approved this \_\_\_\_\_  
day of \_\_\_\_\_, 2024:

CLARINDA COMMUNITY SCHOOL DISTRICT

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

2343267\17054-020