

CERTIFICATE OF POSTING

The undersigned hereby certifies that a copy of the Notice of Meeting of the Board of Education of Grant County School District 0011 (Hyannis Area Schools) in the State of Nebraska (the "District"), held at 7:00 p.m. on Monday, May 9, 2016, in the District's High School Library located at 332 East Highway 2, Hyannis, Nebraska, such notice being in the form attached hereto, was caused to be posted in the public places in the District listed below on the ____ day of May, 2016.

Dated this 9th day of May, 2016.

Title

NOTE: Attach a copy of the Notice of Meeting, as posted, if such Notice of Meeting is posted.

ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING

The undersigned members of the Board of Education of Grant County School District 0011 (Hyannis Area Schools) in the State of Nebraska hereby acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 7:00 p.m. on Monday, May 9, 2016, in the District's High School Library located at 332 East Highway 2 in Hyannis, Nebraska.

DATED this 9th day of May, 2016.

May 9, 2016
Hyannis, Nebraska

A meeting of the Board of Education (the "Board") of Grant County School District 0011 (more commonly referred to as Hyannis Area Schools) in the State of Nebraska (the "District") was held at 7:00 p.m. on Monday, May 9, 2016, in the District's High School Library located at 332 East Highway 2 in Hyannis, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the "Open Meetings Act"), and set forth (a) the time, date, and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the "Superintendent"). A copy of said advanced publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting.

The President of the Board, _____, presided, and the Secretary of the Board, _____, recorded the proceedings. On roll call the following Board Members were present:
_____.

The following Board Members were absent: _____.

A quorum being present and the meeting duly commenced, the following proceedings were had and done.

The President of the Board publicly stated to all in attendance that a current copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Board Member _____ introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 3:

A RESOLUTION OF GRANT COUNTY SCHOOL DISTRICT 0011 (HYANNIS AREA SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING AND APPROVING THE DISTRICT TO UNDERTAKE A LEASE-PURCHASE FINANCING IN CONNECTION WITH THE CONSTRUCTION AND IMPROVEMENT OF CERTAIN EDUCATIONAL FACILITIES FOR USE BY THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; AUTHORIZING DISTRICT OFFICERS TO DETERMINE THE FINAL PRINCIPAL AMOUNT, INSTALLMENT PAYMENTS AND DATES, EFFECTIVE INTEREST RATES ON SUCH PAYMENTS, PAYMENT AND PREPAYMENT PROVISIONS AND OTHER TERMS AND DETAILS OF SUCH LEASE-PURCHASE FINANCING, SUBJECT TO THE PARAMETERS SET FORTH HEREIN; DESIGNATING THE LEASE-PURCHASE AGREEMENT AS A QUALIFIED TAX-EXEMPT OBLIGATION; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE PROCEDURES WITH RESPECT TO THE LEASE-PURCHASE FINANCING; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion the roll was called and the following Members of the Board voted in favor of the passage and adoption of said Resolution: _____

_____.

The following Members of the Board voted against the same: _____.

The following Members of the Board were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the members of the Board, the same was by the President declared passed and adopted.

* * * * *

Moved to adjourn.

DATED THIS 9th day of May, 2016.

ATTEST:

President, Board of Education

Secretary, Board of Education

ATTACHMENT 1

AFFIDAVIT OF PUBLICATION OR CERTIFICATE OF POSTING OF NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

ATTACHMENT 3
AUTHORIZING RESOLUTION

A RESOLUTION OF GRANT COUNTY SCHOOL DISTRICT 0011 (HYANNIS AREA SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING AND APPROVING THE DISTRICT TO UNDERTAKE A LEASE-PURCHASE FINANCING IN CONNECTION WITH THE CONSTRUCTION AND IMPROVEMENT OF CERTAIN EDUCATIONAL FACILITIES FOR USE BY THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; AUTHORIZING DISTRICT OFFICERS TO DETERMINE THE FINAL PRINCIPAL AMOUNT, INSTALLMENT PAYMENTS AND DATES, EFFECTIVE INTEREST RATES ON SUCH PAYMENTS, PAYMENT AND PREPAYMENT PROVISIONS AND OTHER TERMS AND DETAILS OF SUCH LEASE-PURCHASE FINANCING, SUBJECT TO THE PARAMETERS SET FORTH HEREIN; DESIGNATING THE LEASE-PURCHASE AGREEMENT AS A QUALIFIED TAX-EXEMPT OBLIGATION; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE PROCEDURES WITH RESPECT TO THE LEASE-PURCHASE FINANCING; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF GRANT COUNTY SCHOOL DISTRICT 0011 (HYANNIS AREA SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the “**Board**”) of Grant County School District 0011 (Hyannis Area Schools) in the State of Nebraska (the “**District**”) hereby makes the following findings and determinations:

(a) The District is duly organized as a Class III school district under Sections 79-102 and 79407, Reissue Revised Statutes of Nebraska, as amended; it maintains both elementary and high school grades under the direction of a single board of education; and it embraces territory having a population of more than one thousand and less than one hundred fifty thousand inhabitants, including such adjacent territory as may be included therein for school purposes.

(b) Pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the District is authorized to enter into a lease or lease-purchase agreement for the exclusive use of its individual jurisdiction for such buildings or equipment as the Board determines necessary. Such lease or lease-purchase agreements may not exceed a period of seven years, and all payments pursuant to such leases shall be made from the District’s building fund and/or its general fund.

(c) It is necessary, desirable, advisable and in the best interest of the District that the District acquire, construct and equip certain of its educational and athletic facilities, including the renovation and addition of classrooms, the addition of a playground

facility, auxiliary gymnasium, wrestling room and locker rooms, and the renovation and expansion of its existing library, all for use by the District (collectively, the “**Project**”).

(d) To finance such Project, it is in the best interest of the District to enter into a lease-purchase agreement (the “**Lease-Purchase Agreement**”) with a bank or other financial institution selected as set forth herein (the “**Lessor**”), pursuant to which the Lessor will acquire, construct and install the Project and lease said Project to the District in exchange for lease-purchase payments (the “**Rent Payments**”) to be made by the District, all in accordance with the Act.

(e) It is necessary that the District adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the Lease-Purchase Agreement.

(f) All conditions, acts, and things required by law to exist or to be done precedent to the District undertaking the lease-purchase financing described herein pursuant to the Act do exist and have been done as required by law.

Section 2. All previous action of the District in connection with the lease-purchase financing of the Project is hereby approved, ratified and authorized.

Section 3. Each of the President, the Vice President, the Secretary, the Treasurer, the Superintendent and any other officer of the Board or the District (each, including any person authorized to sign on his or her behalf, an “**Authorized Officer**”) is hereby authorized, empowered and directed to execute and deliver the Lease-Purchase Agreement, a License and Easement, pursuant to which the District may grant to the Lessor a license and easement with respect to the real property on which the Project will reside, a Declaration of Trust, pursuant to which certificates of participation (the “**Certificates of Participation**”), evidencing proportionate interests of the owners thereof in the Rent Payments to be made by the District under the Lease-Purchase Agreement, may be sold and delivered to participating purchasers, a Federal Tax Certificate, pursuant to which the District will make certain representations and covenants related to the exclusion of the interest portions of the Rent Payments from gross income for purposes of federal income taxation, and all other necessary documents in connection with undertaking the lease-purchase financing as permitted by the Act (collectively, the “**Lease Documents**”), for and on behalf of the District, including any necessary counterparts, in form and substance acceptable to such Authorized Officer, but subject to the terms, parameters and conditions set forth herein. Each Authorized Officer is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed.

Section 4. The Board hereby authorizes and directs any Authorized Officer to determine (a) the principal amount of the Lease-Purchase Agreement, which shall not exceed \$4,500,000, (b) the term of the Lease-Purchase Agreement, which shall not be greater than 7 years, (c) the amounts and the dates of the Rent Payments due thereunder, (d) the rate or rates of interest to be carried by the principal installment of each Rent Payment such that the true interest cost of the Lease-Purchase Agreement shall not exceed 3.5%, (e) the prepayment provisions, if any, (f) the terms and provisions of the Lease Documents, (g) the identity of the Lessor, (h) the terms and provisions of any Certificates of Participation and (i) such other terms and provisions

relating to the Lease-Purchase Agreement; provided that the Lease-Purchase Agreement and the other Lease Purchase Documents may not have such terms and conditions that conflict with or exceed the parameters set forth in this Resolution. Such determinations and approvals shall be set forth in the Lease-Purchase Agreement.

Section 5. Payment by the District to the Lessor of the Rent Payments due from time to time pursuant to the Lease-Purchase Agreement is hereby authorized and directed. The District shall budget, appropriate and set aside a portion of its general fund and/or its building fund revenues derived from property taxes and other available funds, subject to statutory limitations, sufficient to make the Rent Payments coming due during each fiscal year that the Lease-Purchase Agreement is outstanding.

Section 6. The Lessor shall be a financial institution authorized to exercise trust powers within the State of Nebraska (the “**State**”) or a commercial leasing entity authorized to transact business in the State. The Lessor shall accept the assignment from the District of all construction contracts, architects contracts, purchase orders and other related contracts and shall further agree to assume the obligations to make payments to the contractors, materialmen and equipment suppliers under such contracts and related subcontracts and purchase orders relating to the Project, provided that the District shall retain the authority to supervise the construction and equipping of the Project to the extent that such functions are to be performed by the “**Owner**” under any such contracts.

Section 7. D.A. Davidson & Co. (the “**Placement Agent**”) shall be paid a fee, as placement agent in connection with the lease-purchase financing, mutually agreeable to the District and the Placement Agent.

Section 8. Any Authorized Officer is authorized to execute and deliver for and on behalf of the District any and all additional certificates, documents, opinions or other papers and perform all other acts, including, without limitation, the execution, delivery and filing of any financing statements or any other documents to create and maintain a security interest in the properties and revenues pledged under the Lease-Purchase Agreement as may be required by the documents set forth above or as they may deem necessary or appropriate in order to implement and carry out the intent and purpose of this Resolution.

Section 9. The District hereby designates the Lease-Purchase Agreement as a “qualified tax-exempt obligation” as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). In addition, the District hereby represents that:

(a) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the District and all subordinate entities thereof during the 2016 calendar year is not reasonably expected to exceed \$10,000,000; and

(b) the District and all subordinate entities thereof will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) during the 2016 calendar year, including the Lease-Purchase Agreement, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance

that the designation of the Lease-Purchase Agreement as a “qualified tax-exempt obligation” will not be adversely affected by such issuance.

Each Authorized Officer is authorized to take such other action as may be necessary to make effective the designation in this Section 9.

Section 10. The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(a) the District is a governmental unit under Nebraska law with general taxing powers;

(b) the Lease-Purchase Agreement is not a private activity bond as defined in Section 141 of the Code;

(c) ninety-five percent or more of the net proceeds of the Lease are to be used for local governmental activities of the District;

(d) the aggregate face amount of all tax-exempt obligations (other than “private activity bonds and certain refunding bonds” but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000; the District understands that, for this purpose, (A) the District and all entities which issue bonds on behalf of the District are treated as one issuer; and (B) all bonds issued by an entity subordinate to the District are treated as issued by the District; and

(e) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 (other than “private activity bonds” and certain refunding bonds but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Lease-Purchase Agreement from gross income for federal tax purposes will not be adversely affected thereby.

Section 11. (a) The District (a) shall comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, and all related Regulations, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the Rent Payments and (b) will not use or permit the use of any proceeds of the Lease-Purchase Agreement or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the Rent Payments.

(b) The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Lease-Purchase Agreement are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The

District also reserves the right to change such policies and procedures from time to time, without notice.

Section 12. The provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 13. All resolutions, orders and other instruments, or parts thereof, in conflict with this Resolution are hereby repealed only to the extent of such conflict.

Section 14. This Resolution shall be in force and take effect from and after its passage as provided by law.

DATED THIS 9th day of May, 2016.

ATTEST:

President, Board of Education

Secretary, Board of Education

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the execution and delivery of the Lease-Purchase Agreement, the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest portion of the Rent Payments. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of execution and delivery of the Lease-Purchase Agreement with respect to the use of the gross proceeds of such Lease-Purchase Agreement and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in the Lease-Purchase Agreement documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Lease-Purchase Agreement, the investment and expenditure of the proceeds and the assets financed or refinanced with the proceeds of such Lease-Purchase Agreement over the life of the Lease-Purchase Agreement.

Designation of Responsible Person

The Superintendent of the District shall maintain an inventory of the assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Lease-Purchase Agreement-financed assets must be reviewed and approved by the Superintendent.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond and/or tax counsel and other legal counsel and advisors, as needed, throughout the Lease-Purchase Agreement execution process to identify requirements and to establish procedures necessary or appropriate so that the Lease-Purchase Agreement will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before execution of the Lease-Purchase Agreement. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Lease-Purchase Agreement.

The District also shall consult with bond and/or tax counsel and other legal counsel and advisors, as needed, following execution of the Lease-Purchase Agreement to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Lease-Purchase Agreement-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Lease-Purchase Agreement.

Unless otherwise provided by the resolution or other authorizing documents relating to the Lease-Purchase Agreement, unexpended proceeds shall be held in a segregated account by a trustee, and the

investment of proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Lease-Purchase Agreement, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Lease-Purchase Agreement, and no later than 60 days after the last installment payment is paid;
- during the construction period of each capital project financed in whole or in part by bonds, monitoring the investment and expenditure of proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Lease-Purchase Agreement; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the execution of the Lease-Purchase Agreement, has agreed to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Lease-Purchase Agreement).

Use of Proceeds and Lease-Purchase Agreement-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of proceeds and the use of Lease-Purchase Agreement-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Lease-Purchase Agreement to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Lease-Purchase Agreement, including a final allocation of proceeds as described below under “Record Keeping Requirements”;
- consulting with bond and/or tax counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Lease-Purchase Agreement-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;

- maintaining records for any contracts or arrangements involving the use of Lease-Purchase Agreement-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Lease-Purchase Agreement-financed or refinanced assets to identify and discuss any existing or planned use of Lease-Purchase Agreement-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of proceeds and Lease-Purchase Agreement-financed or refinanced assets will or may be violated, consulting promptly with bond and/or tax counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified Lease-Purchase Agreement, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the execution of the Lease-Purchase Agreement, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

The District shall be responsible for maintaining the following documents for the term of the Lease-Purchase Agreement (including refunding obligations, if any) plus at least three years:

- a copy of the Lease-Purchase Agreement closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the Lease-Purchase Agreement, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for proceeds and evidence as to the amount and date for each draw down of proceeds, as well as documents relating to costs paid or reimbursed with proceeds and records identifying the assets or portion of assets that are financed or refinanced with proceeds, including a final allocation of proceeds;
- a copy of all contracts and arrangements involving the use of Lease-Purchase Agreement-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Lease-Purchase Agreement; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.