

**WEEPING WATER SCHOOL  
DISTRICT #13-0022-CASS COUNTY, NEBRASKA  
BOARD OF EDUCATION MEETING  
WEEPING WATER PUBLIC SCHOOLS BUSINESS ROOM**

NOTICE for this meeting was posted in the identified locations as per district policy.

1. AGENDA
  - a. Call the meeting to order
  - b. Roll Call
  - c. Acknowledgement of Nebraska Open Meetings Act posted
  - d. Excuse absent board members
  - e. Verify meeting publication
  - f. Approval of consent agenda
    - a. Approval of previous meetings minutes
    - b. Notification of meeting publication site, date, and time
    - c. Financial Reports
    - d. Payment of Bills
    - e. Next regular meeting date - February 15, 2021
2. Adjournment
3. Meeting Reconvenes:
4. Superintendent assumes the role of Temporary Chairman
5. Install New Board of Education Members
6. Recognize outgoing board member Shawn Hammons
7. School Board Member Month
8. Election of 2021 Board President
  - a. Nominations for President -
  - b. Election of Board President
9. New Board President assumes control of the meeting
10. Election of Board Vice President
  - a. Nominations for Vice President
  - b. Election of Board Vice President
11. Election of Board Treasurer
  - a. Nomination for Board Treasurer
  - b. Election for Board Treasurer
12. Appointment of Board Secretary/Clerk
13. Communications
14. Visitors/Open Forum and staff and program presentations
15. Action Items
  - a. Discuss, Consider and take all necessary action to call for redemption the outstanding Series 2015 A & B Limited Tax Bonds.
  - b. Discuss, Consider and take all necessary action to authorize the issuance of Series 2021 Limited Tax Refunding Bonds.
  - c. Discuss, Consider and take all necessary action to authorize the Superintendent to approve/sign the Energy Services Agreement with Ameresco in the amount not to exceed \$500,000

- d. Discuss, consider, and take all necessary action to accept memorial donations for the creation of a sensory room
  - e. Discuss, consider, and take all necessary action to approve the 2021/2022 Master Agreement.
  - f. Discuss, consider, and take all necessary action to accept the resignation of Stephanie Ramos effective immediately.
  - g. Discuss, consider, and take all necessary action to consider the School Counselor Proclamation
  - h. Discuss, consider, and take all necessary action to accept Multicultural Reports
  - i. Discuss, consider, and take all necessary action to consider the Financial Institutions for depositories of school funds
  - j. Discuss, consider, and take all necessary action to approve a local substitute permit for Grace Austin
  - k. Discuss, consider, and take all necessary action to extend the Superintendent's contract for the 2023/2024 contract year.
  - l. Discuss, consider, and take all necessary action to give approval to policies to be reviewed
  - m. Discuss, consider, and take all necessary action to give approval to policies to be revised
16. Setting of BOE Committees
17. Reports
- a. Athletic Director's Report
  - b. Elementary Principal's Report
  - c. Secondary Principal's Report
  - d. Director of School Improvement and SPED's report
  - e. Superintendent's Report
18. Board Reports
19. Adjournment

\*\* Members of the board of education may move to enter "closed" session or adjust the order of the agenda at any point during the regular meeting.

ALL Data

# Cash Summary Report

Arranged by:  
Fund ID

Date Range: 12/01/2020 thru 12/31/2020

Fund	Beginning	Revenue	Expenditures	Other	Ending	Encumbrances	Payables	Unencumbered
<b>01</b>	<b>GENERAL FUND</b>							
	532,514.80	98,438.21	-401,048.09	0.00	229,904.92	0.00	0.00	229,904.92
<b>02</b>	<b>DEPRECIATION ACCOUNT</b>							
	651,041.50	0.00	0.00	0.00	651,041.50	0.00	0.00	651,041.50
<b>03</b>	<b>EMPLOYEE BENEFIT</b>							
	34,719.83	50,132.36	-51,418.38	0.00	33,433.81	0.00	0.00	33,433.81
<b>05</b>	<b>ACTIVITY FUND</b>							
	129,703.26	17,581.70	-21,927.48	0.00	125,357.48	0.00	0.00	125,357.48
<b>06</b>	<b>FOOD SERVICES FUND</b>							
	39,305.96	13,186.26	-17,378.93	0.00	35,113.29	0.00	0.00	35,113.29
<b>07</b>	<b>BOND FUND</b>							
	443,675.39	5,336.61	0.00	0.00	449,012.00	0.00	0.00	449,012.00
<b>08</b>	<b>BUILDING FUND</b>							
	310,053.39	618.81	0.00	0.00	310,672.20	0.00	0.00	310,672.20
<b>09</b>	<b>QUALIFIED CAPITL PURP UNDERTKG</b>							
	118,496.75	487.91	0.00	0.00	118,984.66	0.00	0.00	118,984.66
<b>10</b>	<b>COOPERATIVE</b>							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>11</b>	<b>PERSONAL PROP TAX REIM FU</b>							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>12</b>	<b>STUDENT FEES FUND</b>							
	12,913.38	0.00	-276.30	0.00	12,637.08	0.00	0.00	12,637.08
<b>13</b>	<b>STUDT FEES FD (Dont Use This O</b>							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>14</b>	<b>BOND FUND #2</b>							
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Report Totals:</b>	<b>2,272,424.26</b>	<b>185,781.86</b>	<b>-492,049.18</b>	<b>0.00</b>	<b>1,966,156.94</b>	<b>0.00</b>	<b>0.00</b>	<b>1,966,156.94</b>



## FISCAL BUDGET USE PER MONTH

MONTH END	FISCAL 19	FISCAL 19	FISCAL 20	FISCAL 20	FISCAL 21	
	% USED	\$ USED	% USED	\$ USED	% USED	\$ USED
	19 Budget=		20 Budget =		21 Budget =	
September	6.61%	\$382,439.25	8.63%	\$509,636.00	9.84%	\$549,119.46
October	6.75%	\$386,813.85	8.10%	\$475,019.13	8.66%	\$482,318.88
November	6.91%	\$397,916.12	8.21%	\$484,224.73	8.02%	\$447,296.05
December	6.86%	\$396,306.16	7.82%	\$461,218.51	7.18%	\$401,048.09
January	6.36%	\$365,874.23	9.20%	\$542,851.08		
February	7.22%	\$415,992.95	8.24%	\$464,052.86		
March	7.16%	\$414,109.63	7.35%	\$433,365.24		
April	7.67%	\$437,834.07	7.49%	\$442,027.14		
May	7.72%	\$446,475.75	6.95%	\$409,736.54		
June	8.09%	\$467,499.35	6.78%	\$399,620.00		
July	6.93%	\$400,703.04	7.17%	\$422,609.66		
August	12.00%	\$691,092.75	7.92%	\$466,449.71		
Cumulative	90.28%	\$5,203,057.15	93.86%	\$5,510,810.60	33.70%	\$1,879,782.48

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
01-2-01100-110-000	FS Payroll	0.00	26,053.33	6,581.31	-26,053.33	0.00
01-2-01100-111-002	Elementary Teacher	496,408.00	180,373.58	40,214.87	316,034.42	36.34
01-2-01100-111-001	Secondary Teacher	1,016,355.00	269,405.54	68,269.81	746,949.46	26.51
01-2-01100-112-002	Elementary Para	0.00	8,867.48	2,446.16	-8,867.48	0.00
01-2-01100-112-001	Secondary Para Salaries	12,455.00	7,047.98	1,548.25	5,407.02	56.59
01-2-01100-113-002	Elementary	25,358.00	4,185.00	1,282.50	21,173.00	16.50
01-2-01100-113-001	Secondary Substitute	33,550.00	8,213.82	2,885.00	25,336.18	24.48
01-2-01100-132-002	Overtime Salaries	515.00	3.86	0.00	511.14	0.75
01-2-01100-132-001	Overtime Salaries	515.00	0.00	0.00	515.00	0.00
01-2-01100-220-000	FS SOCIAL SECURITY	0.00	1,993.10	503.48	-1,993.10	0.00
01-2-01100-221-002	Elementary Teachers	47,689.00	13,776.08	3,070.80	33,912.92	28.89
01-2-01100-221-001	Secondary Teachers	84,460.00	20,740.04	5,235.83	63,719.96	24.56
01-2-01100-222-001	Secondary Para Social	1,339.00	1,865.16	118.44	-526.16	139.30
01-2-01100-222-002	Elementary Para Social	0.00	2,106.67	187.13	-2,106.67	0.00
01-2-01100-223-001	Secondary Subs Social	2,781.00	628.50	220.59	2,152.50	22.60
01-2-01100-223-002	Elementary Subs Social	2,523.00	320.16	98.11	2,202.84	12.69
01-2-01100-230-000	FS RETIREMENT	0.00	2,445.58	650.09	-2,445.58	0.00
01-2-01100-231-002	Elementary Teacher	59,508.00	17,816.92	3,972.34	41,691.08	29.94
01-2-01100-231-001	Secondary Teacher	108,614.00	26,717.30	6,743.53	81,896.70	24.60
01-2-01100-232-001	Secondary Para	1,597.00	660.57	152.93	936.43	41.36
01-2-01100-232-002	Elementary Para	0.00	876.30	241.63	-876.30	0.00
01-2-01100-233-001	Secondary Subs	0.00	177.92	31.62	-177.92	0.00
01-2-01100-233-002	Elementary Subs	0.00	86.68	33.34	-86.68	0.00
01-2-01100-281-002	Elementary Teacher	159,650.00	74,780.31	16,946.02	84,869.69	46.84
01-2-01100-281-001	Secondary Teacher	301,172.00	76,044.34	19,214.25	225,127.66	25.25
01-2-01100-282-000	FS Health Insurance	0.00	4,282.00	1,070.48	-4,282.00	0.00
01-2-01100-282-001	Secondary Para Health	5,769.00	0.00	0.00	5,769.00	0.00
01-2-01100-282-002	Elementary Para Health	0.00	118.16	29.54	-118.16	0.00
01-2-01100-291-000	Dist Cafeteria Plan Sec	2,781.00	710.00	65.00	2,071.00	25.53
01-2-01100-292-001	Secondary Teacher	1,545.00	17,333.33	0.00	-15,788.33	1,121.90
01-2-01100-292-002	Elementary Teachers	1,545.00	18,666.67	0.00	-17,121.67	1,208.20
01-2-01100-320-002	Elementary Professional	773.00	0.00	0.00	773.00	0.00
01-2-01100-320-001	Secondary Professional	1,030.00	0.00	0.00	1,030.00	0.00
01-2-01100-320-000	District Professional	59,740.00	0.00	0.00	59,740.00	0.00
01-2-01100-340-002	Elementary Other Prof	1,030.00	405.00	0.00	625.00	39.32
01-2-01100-340-001	Secondary Other Prof	1,030.00	405.00	0.00	625.00	39.32
01-2-01100-382-000	Distance Education &	0.00	126.92	43.82	-126.92	0.00
01-2-01100-440-002	Periodicals	0.00	373.95	0.00	-373.95	0.00
01-2-01100-441-000	Leases	206.00	0.00	0.00	206.00	0.00
01-2-01100-490-002	Elementary Other	1,236.00	0.00	0.00	1,236.00	0.00
01-2-01100-490-001	Secondary Other	1,236.00	0.00	0.00	1,236.00	0.00
01-2-01100-530-000	District	11,330.00	1,183.82	394.37	10,146.18	10.45
01-2-01100-561-001	Secondary Tuition	1,030.00	0.00	0.00	1,030.00	0.00
01-2-01100-561-000	District Tuition Pd/Reg	1,030.00	0.00	0.00	1,030.00	0.00
01-2-01100-561-002	Elementary Tuition	1,030.00	0.00	0.00	1,030.00	0.00
01-2-01100-580-002	Elementary Travel	515.00	0.00	0.00	515.00	0.00
01-2-01100-580-001	Secondary Travel	515.00	0.00	0.00	515.00	0.00
01-2-01100-610-002	Elementary Supplies	18,540.00	9,240.03	168.05	9,299.97	49.84
01-2-01100-610-001	Secondary Supplies	24,720.00	5,259.23	785.22	19,460.77	21.28
01-2-01100-640-002	Elementary Text	31,415.00	0.00	0.00	31,415.00	0.00
01-2-01100-640-001	Secondary	31,415.00	336.66	0.00	31,078.34	1.07
01-2-01100-733-001	Furniture & Equipment	1,030.00	60.00	60.00	970.00	5.83
01-2-01100-733-002	Furniture & Equipment	2,060.00	82.99	82.99	1,977.01	4.03
01-2-01100-734-002	Elementary Computer	5,665.00	0.00	0.00	5,665.00	0.00
01-2-01100-734-001	Secondary Computer	2,060.00	1,995.84	1,995.84	64.16	96.89
01-2-01100-810-002	Elementary Dues &	3,090.00	302.95	302.95	2,787.05	9.80
01-2-01100-810-001	Secondary Dues & Fees	4,120.00	3,900.84	302.95	219.16	94.68
01-2-01100-890-002	Elementary Misc.	773.00	0.00	0.00	773.00	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
01-2-01100-890-001	Secondary Other Misc	773.00	1,691.96	1,691.96	-918.96	218.88
<b>PROGRAM: 01100</b>		2,573,521.00	811,861.57	187,641.20	1,761,859.43	31.53
01-2-01150-110-001	LE Proficiency Salaries	0.00	2,773.88	0.00	-2,773.88	0.00
01-2-01150-220-001	LE Proficiency Social	0.00	212.20	0.00	-212.20	0.00
01-2-01150-230-001	LE Proficiency	0.00	274.00	0.00	-274.00	0.00
<b>PROGRAM: 01150</b>		0.00	3,260.08	0.00	-3,260.08	0.00
01-2-01160-111-002	Poverty Elementary	36,050.00	32,364.82	12,727.61	3,685.18	89.78
01-2-01160-111-001	Poverty-Salary	0.00	1,733.67	0.00	-1,733.67	0.00
01-2-01160-221-001	Social Security Poverty	0.00	132.63	0.00	-132.63	0.00
01-2-01160-221-002	Poverty Social Security	2,781.00	3,235.68	964.33	-454.68	116.35
01-2-01160-231-001	Retirement-Poverty	0.00	171.25	0.00	-171.25	0.00
01-2-01160-231-002	Poverty Retirement	3,580.00	3,196.93	1,257.20	383.07	89.30
01-2-01160-281-002	Poverty Health Benefits	11,330.00	1,006.18	1,006.18	10,323.82	8.88
<b>PROGRAM: 01160</b>		53,741.00	41,841.16	15,955.32	11,899.84	77.85
01-2-01190-110-002	Early Childhood	6,180.00	0.00	0.00	6,180.00	0.00
01-2-01190-111-002	Early Childhood -	25,493.00	15,355.32	3,838.83	10,137.68	60.23
01-2-01190-112-002	Early Childhood - Para	12,360.00	5,459.60	1,482.64	6,900.40	44.17
01-2-01190-113-002	*Elem Sub Salaries	412.00	0.00	0.00	412.00	0.00
01-2-01190-211-002	Early Childhood - Health	1,030.00	0.00	0.00	1,030.00	0.00
01-2-01190-220-001	Early Childhood	474.00	0.00	0.00	474.00	0.00
01-2-01190-221-002	Early Childhood - Social	1,930.00	1,174.72	293.68	755.28	60.87
01-2-01190-222-002	Early Childhood -Para	958.00	417.64	113.42	540.36	43.59
01-2-01190-223-002	*Substitute Soc Sec	36.00	0.00	0.00	36.00	0.00
01-2-01190-231-002	Early Childhood-	2,833.00	1,516.75	379.19	1,316.25	53.54
01-2-01190-232-002	Early Childhood-	1,596.00	539.29	146.45	1,056.71	33.79
01-2-01190-340-002	Early Childhood -	515.00	0.00	0.00	515.00	0.00
01-2-01190-580-002	Early Childhood -	566.00	0.00	0.00	566.00	0.00
01-2-01190-610-002	Early Childhood -	2,060.00	572.84	0.00	1,487.16	27.81
01-2-01190-626-002	Early Childhood -	773.00	0.00	0.00	773.00	0.00
01-2-01190-670-002	Travel Or Mileage	566.00	0.00	0.00	566.00	0.00
01-2-01190-734-002	Early Childhood -	515.00	0.00	0.00	515.00	0.00
<b>PROGRAM: 01190</b>		58,297.00	25,036.16	6,254.21	33,260.84	42.94
01-2-01200-111-001	SPED/ Secondary	95,481.00	20,942.66	2,913.35	74,538.34	21.93
01-2-01200-111-002	SPED Elementary	114,577.00	23,031.31	2,913.33	91,545.69	20.10
01-2-01200-112-002	SPED/ Elementary Para	67,898.00	30,659.25	7,181.48	37,238.75	45.15
01-2-01200-112-001	SPED/ Secondary Para	0.00	3,430.85	1,514.37	-3,430.85	0.00
01-2-01200-113-002	SPED/ Elementary Subs	1,590.00	0.00	0.00	1,590.00	0.00
01-2-01200-113-001	SPED/HS Subs	1,590.00	3,375.00	1,417.50	-1,785.00	212.28
01-2-01200-132-002	Overtime Salaries	318.00	130.28	14.00	187.72	40.97
01-2-01200-221-002	SPED Elementary	9,018.00	1,745.66	219.05	7,272.34	19.36
01-2-01200-221-001	SPED Secondary	7,453.00	1,585.87	219.05	5,867.13	21.28
01-2-01200-222-001	SPED Secondary Para	0.00	262.46	115.85	-262.46	0.00
01-2-01200-222-002	SPED Elementary Para	5,198.00	2,355.35	550.44	2,842.65	45.31
01-2-01200-223-001	SPED Secondary Sub	0.00	258.20	108.44	-258.20	0.00
01-2-01200-223-002	SPED Elementary Sub	106.00	0.00	0.00	106.00	0.00
01-2-01200-231-002	SPED Elementary	11,458.00	2,274.98	287.77	9,183.02	19.85
01-2-01200-231-001	SPED Secondary	9,654.00	1,738.63	287.77	7,915.37	18.01
01-2-01200-232-001	SPED Secondary Para	0.00	338.90	149.59	-338.90	0.00
01-2-01200-232-002	SPED Elementary Para	6,604.00	3,025.31	710.76	3,578.69	45.81
01-2-01200-281-002	SPED Elementary	35,010.00	12,202.68	1,541.40	22,807.32	34.85
01-2-01200-281-001	SPED Secondary	35,009.00	14,614.88	3,647.41	20,394.12	41.75
01-2-01200-282-001	SPED Secondary Para	0.00	1,935.00	432.90	-1,935.00	0.00
01-2-01200-282-002	SPED Elementary Para	6,365.00	2,141.00	535.24	4,224.00	33.64
01-2-01200-291-002	SPED Elementary	268.00	0.00	0.00	268.00	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
01-2-01200-291-001	SPED Secondary	266.00	0.00	0.00	266.00	0.00
01-2-01200-320-001	SPED Secondary	0.00	8,141.90	1,819.50	-8,141.90	0.00
01-2-01200-320-002	SPED Elementary	1,857.00	0.00	0.00	1,857.00	0.00
01-2-01200-333-001	MILEAGE	0.00	169.05	0.00	-169.05	0.00
01-2-01200-340-001	SPED Secondary	530.00	0.00	0.00	530.00	0.00
01-2-01200-340-002	SPED Elementary Pupil	530.00	0.00	0.00	530.00	0.00
01-2-01200-569-002	SPED Elementary	63,654.00	0.00	0.00	63,654.00	0.00
01-2-01200-569-001	SPED Secondary	31,827.00	0.00	0.00	31,827.00	0.00
01-2-01200-580-002	SPED Elementary	212.00	0.00	0.00	212.00	0.00
01-2-01200-580-001	SPED Secondary	212.00	0.00	0.00	212.00	0.00
01-2-01200-591-002	SPED Elementary Other	796.00	0.00	0.00	796.00	0.00
01-2-01200-591-001	SPED Secondary Other	796.00	0.00	0.00	796.00	0.00
01-2-01200-610-002	SPED Elementary	1,591.00	1,559.37	466.66	31.63	98.01
01-2-01200-610-001	SPED Secondary	1,273.00	636.03	0.00	636.97	49.96
01-2-01200-640-001	SPED Secondary	1,273.00	0.00	0.00	1,273.00	0.00
01-2-01200-640-002	SPED Elementary	1,273.00	0.00	0.00	1,273.00	0.00
01-2-01200-650-001	Computer Equipment	530.00	0.00	0.00	530.00	0.00
01-2-01200-650-002	Computer Hardware ES	530.00	0.00	0.00	530.00	0.00
01-2-01200-733-002	Furn & Equipment ES	318.00	0.00	0.00	318.00	0.00
01-2-01200-733-001	Furn & Equipment HS	293.00	114.99	0.00	178.01	39.25
01-2-01200-810-001	SPED Secondary Dues	584.00	450.35	20.35	133.65	77.11
01-2-01200-810-002	SPED Elementary Dues	584.00	430.00	0.00	154.00	73.63
01-2-01200-890-002	SPED Elementary Misc.	212.00	111.98	28.99	100.02	52.82
01-2-01200-890-001	SPED Secondary Misc.	212.00	53.62	0.00	158.38	25.29
<b>PROGRAM: 01200</b>		<b>516,952.00</b>	<b>137,715.56</b>	<b>27,095.20</b>	<b>379,236.44</b>	<b>26.63</b>
01-2-02120-111-002	Guidance Elementary	36,050.00	6,004.24	1,501.06	30,045.76	16.66
01-2-02120-111-001	Guidance Secondary	36,050.00	6,004.24	1,501.06	30,045.76	16.66
01-2-02120-221-002	Guidance Elementary	2,781.00	444.77	111.12	2,336.23	15.99
01-2-02120-221-001	Guidance Secondary	2,781.00	444.77	111.12	2,336.23	15.99
01-2-02120-231-002	Guidance Elementary	3,605.00	593.08	148.27	3,011.92	16.45
01-2-02120-231-001	Guidance Secondary	3,605.00	593.08	148.27	3,011.92	16.45
01-2-02120-281-002	Guidance Elementary	11,330.00	4,024.69	1,006.17	7,305.31	35.52
01-2-02120-281-001	Guidance Secondary	11,330.00	4,024.67	1,006.17	7,305.33	35.52
01-2-02120-320-001	Guidance Secondary	6,995.00	2,360.00	0.00	4,635.00	33.74
01-2-02120-320-002	Guidance Elementary	4,120.00	0.00	0.00	4,120.00	0.00
01-2-02120-340-002	Guidance Elementary	1,545.00	0.00	0.00	1,545.00	0.00
01-2-02120-340-001	Guidance Secondary	1,545.00	0.00	0.00	1,545.00	0.00
01-2-02120-580-002	Guidance Elementary	206.00	0.00	0.00	206.00	0.00
01-2-02120-580-001	Guidance Secondary	206.00	0.00	0.00	206.00	0.00
01-2-02120-610-002	Guidance Elementary	1,030.00	43.70	0.00	986.30	4.24
01-2-02120-610-001	Guidance Secondary	1,030.00	192.71	44.95	837.29	18.71
01-2-02120-650-002	Guidance Elementary	515.00	0.00	0.00	515.00	0.00
01-2-02120-650-001	Guidance Secondary	515.00	0.00	0.00	515.00	0.00
01-2-02120-733-002	Guidance Elementary	257.00	0.00	0.00	257.00	0.00
01-2-02120-733-001	Guidance Secondary	257.00	0.00	0.00	257.00	0.00
01-2-02120-810-002	Guidance Elementary	1,236.00	73.06	0.00	1,162.94	5.91
01-2-02120-810-001	Guidance Secondary	1,236.00	172.06	0.00	1,063.94	13.92
01-2-02120-890-002	Guidance Elementary	155.00	0.00	0.00	155.00	0.00
01-2-02120-890-001	Guidance Secondary	155.00	0.00	0.00	155.00	0.00
<b>PROGRAM: 02120</b>		<b>128,535.00</b>	<b>24,975.07</b>	<b>5,578.19</b>	<b>103,559.93</b>	<b>19.43</b>
01-2-02130-116-001	Nurse Secondary	9,991.00	9,193.83	2,468.70	797.17	92.02
01-2-02130-116-002	Nurse Elementary	9,991.00	9,189.15	2,468.24	801.85	91.97
01-2-02130-226-002	Nurse Elementary Social	773.00	702.95	188.81	70.05	90.94
01-2-02130-226-001	Nurse Secondary Social	773.00	703.35	188.86	69.65	90.99
01-2-02130-236-002	Nurse Elementary	978.00	907.69	243.81	70.31	92.81
01-2-02130-236-001	Nurse Secondary	978.00	908.15	243.85	69.85	92.86

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
01-2-02130-286-002	*Elementary Health*	0.00	660.11	660.11	-660.11	0.00
01-2-02130-286-001	*Secondary Health*	0.00	660.13	660.13	-660.13	0.00
01-2-02130-320-002	Nurse Elementary	206.00	0.00	0.00	206.00	0.00
01-2-02130-320-001	Nurse Secondary	206.00	0.00	0.00	206.00	0.00
01-2-02130-610-002	Nurse Elementary	360.00	1,598.21	382.19	-1,238.21	443.95
01-2-02130-610-001	Nurse Secondary	360.00	1,598.24	382.20	-1,238.24	443.96
01-2-02130-650-002	Nurse Elementary Other	257.00	0.00	0.00	257.00	0.00
01-2-02130-650-001	Nurse Secondary Other	257.00	0.00	0.00	257.00	0.00
01-2-02130-733-002	Nurse Elementary	206.00	0.00	0.00	206.00	0.00
01-2-02130-733-001	Nurse Secondary	206.00	0.00	0.00	206.00	0.00
01-2-02130-739-002	Nurse Elementary Other	155.00	0.00	0.00	155.00	0.00
01-2-02130-739-001	Nurse Secondary Other	155.00	0.00	0.00	155.00	0.00
<b>PROGRAM: 02130</b>		<b>25,852.00</b>	<b>26,121.81</b>	<b>7,886.90</b>	<b>-269.81</b>	<b>101.04</b>
01-2-02151-111-002	Speech Elementary	15,141.00	15,850.68	3,962.67	-709.68	104.69
01-2-02151-111-001	Speech Secondary	5,098.00	0.00	0.00	5,098.00	0.00
01-2-02151-221-001	Speech Secondary	412.00	0.00	0.00	412.00	0.00
01-2-02151-221-002	Speech Elementary	1,184.00	1,212.56	303.14	-28.56	102.41
01-2-02151-231-002	Speech Elementary	1,519.00	1,565.72	391.43	-46.72	103.08
01-2-02151-231-001	Speech Secondary	515.00	0.00	0.00	515.00	0.00
01-2-02151-281-001	Speech Secondary	798.00	0.00	0.00	798.00	0.00
01-2-02151-281-002	Speech Elementary	2,369.00	2,854.64	713.66	-485.64	120.50
01-2-02151-320-001	Speech Secondary	257.00	0.00	0.00	257.00	0.00
01-2-02151-320-002	Speech Elementary	515.00	0.00	0.00	515.00	0.00
01-2-02151-580-001	Speech Secondary	103.00	0.00	0.00	103.00	0.00
01-2-02151-580-002	Speech Elementary	103.00	0.00	0.00	103.00	0.00
01-2-02151-610-002	Speech Elementary	515.00	0.00	0.00	515.00	0.00
01-2-02151-610-001	Speech Secondary	257.00	0.00	0.00	257.00	0.00
<b>PROGRAM: 02151</b>		<b>28,786.00</b>	<b>21,483.60</b>	<b>5,370.90</b>	<b>7,302.40</b>	<b>74.63</b>
01-2-02161-340-001	OT Secondary Pupil	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02161-340-002	OT Elementary Pupil	3,605.00	0.00	0.00	3,605.00	0.00
<b>PROGRAM: 02161</b>		<b>4,635.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,635.00</b>	<b>0.00</b>
01-2-02171-340-001	PT Secondary Pupil	515.00	0.00	0.00	515.00	0.00
01-2-02171-340-002	PT Elementary Pupil	5,150.00	0.00	0.00	5,150.00	0.00
<b>PROGRAM: 02171</b>		<b>5,665.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,665.00</b>	<b>0.00</b>
01-2-02190-340-001	BD Secondary Services	257.00	0.00	0.00	257.00	0.00
01-2-02190-340-002	BD Elementary Services	257.00	0.00	0.00	257.00	0.00
01-2-02190-565-002	BD Elementary Tuition	515.00	0.00	0.00	515.00	0.00
01-2-02190-565-001	BD Secondary Tuition	515.00	0.00	0.00	515.00	0.00
<b>PROGRAM: 02190</b>		<b>1,544.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,544.00</b>	<b>0.00</b>
01-2-02220-111-002	Library Elementary	36,050.00	11,700.58	2,925.15	24,349.42	32.46
01-2-02220-111-001	Library Secondary	36,050.00	11,700.58	2,925.14	24,349.42	32.46
01-2-02220-221-002	Library Elementary	2,755.00	895.08	223.77	1,859.92	32.49
01-2-02220-221-001	Library Secondary Social	2,755.00	895.08	223.77	1,859.92	32.49
01-2-02220-231-002	Library Elementary	3,554.00	1,155.76	288.94	2,398.24	32.52
01-2-02220-231-001	Library Secondary	3,554.00	1,155.76	288.94	2,398.24	32.52
01-2-02220-281-002	Library Elementary	11,330.00	4,024.70	1,006.17	7,305.30	35.52
01-2-02220-281-001	Library Secondary	11,330.00	4,024.66	1,006.17	7,305.34	35.52
01-2-02220-610-002	Library Elementary	309.00	0.00	0.00	309.00	0.00
01-2-02220-610-001	Library Secondary	309.00	0.00	0.00	309.00	0.00
01-2-02220-640-002	Library Elementary	3,914.00	0.00	0.00	3,914.00	0.00
01-2-02220-640-001	Library Secondary	4,377.00	3,586.05	355.86	790.95	81.93
01-2-02220-650-002	Library Elementary	4,532.00	0.00	0.00	4,532.00	0.00
01-2-02220-650-001	Library Secondary	2,575.00	0.00	0.00	2,575.00	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
01-2-02220-730-002	Library Elementary	257.00	0.00	0.00	257.00	0.00
01-2-02220-730-001	Library Secondary	257.00	0.00	0.00	257.00	0.00
01-2-02220-810-002	Library Elementary	309.00	0.00	0.00	309.00	0.00
01-2-02220-810-001	Library Secondary	309.00	0.00	0.00	309.00	0.00
<b>PROGRAM: 02220</b>		<b>124,526.00</b>	<b>39,138.25</b>	<b>9,243.91</b>	<b>85,387.75</b>	<b>31.42</b>
01-2-02230-111-000	Technology Salaries	33,990.00	16,054.80	4,013.70	17,935.20	47.23
01-2-02230-211-000	Technology Health	11,330.00	6,036.99	1,509.24	5,293.01	53.28
01-2-02230-221-000	Technology Social	2,678.00	1,228.20	307.05	1,449.80	45.86
01-2-02230-231-000	Technology Retirement	3,502.00	1,585.88	396.47	1,916.12	45.28
01-2-02230-241-000	Technology Other	257.00	0.00	0.00	257.00	0.00
01-2-02230-320-001	Technology Professional	4,532.00	0.00	0.00	4,532.00	0.00
01-2-02230-320-002	Technology Professional	773.00	0.00	0.00	773.00	0.00
01-2-02230-333-001	Technology Secondary	206.00	0.00	0.00	206.00	0.00
01-2-02230-340-002	Technology Elementary	6,901.00	6,552.21	0.00	348.79	94.95
01-2-02230-340-001	Technology Secondary	6,901.00	6,552.21	0.00	348.79	94.95
01-2-02230-580-002	Technology Elementary	206.00	0.00	0.00	206.00	0.00
01-2-02230-610-001	Technology Secondary	2,060.00	477.00	0.00	1,583.00	23.16
01-2-02230-610-002	Technology Elementary	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02230-660-001	Technology Secondary	2,317.00	0.00	0.00	2,317.00	0.00
01-2-02230-650-000	Technology District	53,817.00	0.00	0.00	53,817.00	0.00
01-2-02230-650-002	Technology Elementary	1,287.00	0.00	0.00	1,287.00	0.00
01-2-02230-730-001	Technology Secondary	412.00	0.00	0.00	412.00	0.00
01-2-02230-730-002	Technology Elementary	412.00	0.00	0.00	412.00	0.00
01-2-02230-734-000	Computer Equip	0.00	1,271.16	0.00	-1,271.16	0.00
01-2-02230-810-001	Technology Secondary	1,854.00	0.00	0.00	1,854.00	0.00
01-2-02230-810-002	Technology Elementary	1,854.00	0.00	0.00	1,854.00	0.00
01-2-02230-810-000	Technology District	257.00	272.58	0.00	-15.58	106.06
01-2-02230-890-001	Technology Secondary	206.00	0.00	0.00	206.00	0.00
01-2-02230-890-002	Technology Elementary	206.00	0.00	0.00	206.00	0.00
<b>PROGRAM: 02230</b>		<b>136,988.00</b>	<b>40,031.03</b>	<b>6,226.46</b>	<b>96,956.97</b>	<b>29.22</b>
01-2-02310-315-000	Do Not Use	5,665.00	0.00	0.00	5,665.00	0.00
01-2-02310-317-000	BOE Legal Services	8,240.00	0.00	0.00	8,240.00	0.00
01-2-02310-340-000	BOE Audit & Acct	2,060.00	6,425.00	100.00	-4,365.00	311.89
01-2-02310-520-000	BOE Liability Insurance	2,060.00	0.00	0.00	2,060.00	0.00
01-2-02310-540-000	BOE Advertising &	7,725.00	966.34	65.66	6,758.66	12.51
01-2-02310-580-000	BOE Trave/Mileage	773.00	0.00	0.00	773.00	0.00
01-2-02310-610-000	BOE Supplies	3,090.00	25.00	0.00	3,065.00	0.81
01-2-02310-810-000	BOE Dues/Fees	6,695.00	0.00	0.00	6,695.00	0.00
01-2-02310-890-000	BOE Misc.	2,163.00	55.00	0.00	2,108.00	2.54
<b>PROGRAM: 02310</b>		<b>38,471.00</b>	<b>7,471.34</b>	<b>165.66</b>	<b>30,999.66</b>	<b>19.42</b>
01-2-02320-105-000	Superintendent Salary	0.00	45,050.00	11,262.50	-45,050.00	0.00
01-2-02320-110-000	Superintendent	10,557.00	3,646.55	897.42	6,910.45	34.54
01-2-02320-111-000	Superintendent Salaries	167,622.00	0.00	0.00	167,622.00	0.00
01-2-02320-130-000	Superintendent	1,802.00	680.34	146.30	1,121.66	37.75
01-2-02320-220-000	Superintendent	978.00	313.80	75.55	664.20	32.09
01-2-02320-225-000	Superintendent Social	12,837.00	3,446.36	861.59	9,390.64	26.85
01-2-02320-230-000	Superintendent	1,236.00	421.78	103.10	814.22	34.12
01-2-02320-235-000	Superintendent	16,762.00	4,449.96	1,112.49	12,312.04	26.55
01-2-02320-280-000	Superintendent	4,120.00	0.00	0.00	4,120.00	0.00
01-2-02320-285-000	Superintendent Health	27,190.00	17,040.84	2,460.21	10,149.16	62.67
01-2-02320-295-000	Superintendent Other	371.00	0.00	0.00	371.00	0.00
01-2-02320-333-000	Superintendent	2,266.00	350.70	14.38	1,915.30	15.48
01-2-02320-610-000	Superintendent Supplies	515.00	681.23	45.92	-166.23	132.28
01-2-02320-650-000	Superintendent	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02320-733-000	Superintendent	360.00	0.00	0.00	360.00	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
01-2-02320-810-000	Superintendent	1,854.00	653.79	95.35	1,200.21	35.26
01-2-02320-890-000	Other Misc	0.00	210.93	35.05	-210.93	0.00
<b>PROGRAM: 02320</b>		<b>249,500.00</b>	<b>76,946.28</b>	<b>17,109.86</b>	<b>172,553.72</b>	<b>30.84</b>
01-2-02330-317-000	Gen Admin -Legal	0.00	3,636.00	444.50	-3,636.00	0.00
<b>PROGRAM: 02330</b>		<b>0.00</b>	<b>3,636.00</b>	<b>444.50</b>	<b>-3,636.00</b>	<b>0.00</b>
01-2-02410-110-002	Principal Secretary	50,470.00	13,813.26	3,453.32	36,656.74	27.37
01-2-02410-110-001	Principal Secretary	31,930.00	10,939.65	2,692.26	20,990.35	34.26
01-2-02410-111-002	Principal Elementary	49,682.00	26,633.33	6,658.34	23,048.67	53.61
01-2-02410-111-001	Principal Secondary	52,779.00	31,676.66	7,919.16	21,102.34	60.02
01-2-02410-130-002	Principal Secretary	1,751.00	312.00	72.80	1,439.00	17.82
01-2-02410-130-001	Principal Secretary	5,407.00	2,040.94	438.87	3,366.06	37.75
01-2-02410-220-001	Principal Secretary	2,910.00	941.38	226.61	1,968.62	32.35
01-2-02410-220-002	Principal Secretary	4,120.00	1,080.58	269.76	3,039.42	26.23
01-2-02410-221-002	Principal Elementary	3,925.00	2,037.44	509.36	1,887.56	51.91
01-2-02410-221-001	Principal Secondary	4,111.00	2,423.27	605.82	1,687.73	58.95
01-2-02410-230-001	Principal Secretary	3,734.00	1,265.34	309.28	2,468.66	33.89
01-2-02410-230-002	Principal Secretary	5,227.00	1,395.26	348.30	3,831.74	26.69
01-2-02410-231-002	Principal Elementary	4,959.00	2,630.80	657.70	2,328.20	53.05
01-2-02410-231-001	Principal Secondary	5,274.00	3,128.96	782.24	2,145.04	59.33
01-2-02410-280-001	Principal Secretary	12,618.00	0.00	0.00	12,618.00	0.00
01-2-02410-280-002	Principal Secretary	8,498.00	0.00	0.00	8,498.00	0.00
01-2-02410-281-002	Principal Elementary	8,753.00	16,898.16	2,424.54	-8,145.16	193.06
01-2-02410-281-001	Principal Secondary	12,200.00	9,024.24	1,356.06	3,175.76	73.97
01-2-02410-580-002	Principal Elementary	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02410-580-001	Principal Secondary	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02410-610-002	Principal Elementary	515.00	0.00	0.00	515.00	0.00
01-2-02410-610-001	Principal Secondary	515.00	891.10	0.00	-376.10	173.03
01-2-02410-650-002	Principal Elementary	773.00	0.00	0.00	773.00	0.00
01-2-02410-650-001	Principal Secondary	773.00	0.00	0.00	773.00	0.00
01-2-02410-733-002	Principal Elementary	258.00	0.00	0.00	258.00	0.00
01-2-02410-733-001	Principal Secondary	258.00	0.00	0.00	258.00	0.00
01-2-02410-810-002	Principal Elementary	2,163.00	210.74	20.35	1,952.26	9.74
01-2-02410-810-001	Principal Secondary	2,163.00	300.73	110.34	1,862.27	13.90
01-2-02410-890-002	Principal Elementary	515.00	355.88	55.26	159.12	69.10
01-2-02410-890-001	Principal Secondary	515.00	721.44	215.04	-206.44	140.09
<b>PROGRAM: 02410</b>		<b>278,856.00</b>	<b>128,721.16</b>	<b>29,125.41</b>	<b>150,134.84</b>	<b>46.16</b>
01-2-02490-110-001	Extra Duty Salary	29,355.00	4,231.25	2,136.12	25,123.75	14.41
01-2-02490-111-001	Extra Duty Secondary	10,300.00	37,433.63	7,601.26	-27,133.63	363.43
01-2-02490-112-001	Extra Duty Secondary	0.00	5,146.73	360.44	-5,146.73	0.00
01-2-02490-220-001	Extra Duty Social	0.00	324.13	163.42	-324.13	0.00
01-2-02490-221-001	Extra Duty Secondary	1,571.00	2,863.72	581.56	-1,292.72	182.29
01-2-02490-222-001	Extra Duty Secondary	0.00	396.21	27.57	-396.21	0.00
01-2-02490-230-001	Extra Duty - Retirement	0.00	80.75	0.00	-80.75	0.00
01-2-02490-231-001	Extra Duty Secondary	3,090.00	3,330.59	750.82	-240.59	107.79
01-2-02490-232-001	Retirement	0.00	480.28	35.60	-480.28	0.00
01-2-02490-340-001	Extra Duty Secondary	412.00	0.00	0.00	412.00	0.00
01-2-02490-520-001	Catastrophic Student Ins	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02490-580-001	Extra Duty Secondary	258.00	0.00	0.00	258.00	0.00
01-2-02490-610-002	Extra Duty Elementary	309.00	0.00	0.00	309.00	0.00
01-2-02490-610-001	Extra Duty Secondary	1,854.00	166.49	36.91	1,687.51	8.98
01-2-02490-730-001	Extra Duty Secondary	515.00	0.00	0.00	515.00	0.00
01-2-02490-810-001	Extra Duty Secondary	4,120.00	0.00	0.00	4,120.00	0.00
01-2-02490-810-002	Extra Duty Elementary	258.00	0.00	0.00	258.00	0.00
01-2-02490-890-002	Extra Duty Elementary	155.00	0.00	0.00	155.00	0.00
01-2-02490-890-001	Extra Duty Secondary	309.00	0.00	0.00	309.00	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
<b>PROGRAM: 02490</b>		53,536.00	54,453.78	11,693.70	-917.78	101.71
01-2-02510-116-000	Gen Business Support	47,380.00	16,518.13	3,967.60	30,861.87	34.86
01-2-02510-226-000	Gen Business Social	3,657.00	1,214.08	303.52	2,442.92	33.20
01-2-02510-236-000	Gen Business	4,687.00	1,567.64	391.91	3,119.36	33.45
01-2-02510-270-000	Gen Business-Acct.	24,076.00	24,192.00	0.00	-116.00	100.48
01-2-02510-286-000	Gen Business Health	14,935.00	2,854.64	713.66	12,080.36	19.11
01-2-02510-320-000	Gen Business	1,545.00	0.00	0.00	1,545.00	0.00
01-2-02510-340-000	Gen Business Contract/	773.00	92.32	0.00	680.68	11.94
01-2-02510-351-000	Gen Business Data	6,180.00	6,254.91	0.00	-74.91	101.21
01-2-02510-440-000	Gen Business	17,510.00	7,790.08	1,285.21	9,719.92	44.49
01-2-02510-521-000	Fidelity Bond Insurance	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02510-530-000	Gen Business	6,180.00	2,146.35	563.18	4,033.65	34.73
01-2-02510-531-000	Gen Business Postage	3,914.00	2,174.92	854.92	1,739.08	55.57
01-2-02510-580-000	Gen Business	206.00	0.00	0.00	206.00	0.00
01-2-02510-610-000	Gen Business Supplies	3,605.00	213.48	0.00	3,391.52	5.92
01-2-02510-650-000	Gen Business Computer	515.00	0.00	0.00	515.00	0.00
01-2-02510-730-000	Gen Business	258.00	0.00	0.00	258.00	0.00
01-2-02510-890-000	Gen Business Misc.	206.00	4,005.00	0.00	-3,799.00	1,944.17
<b>PROGRAM: 02510</b>		136,657.00	69,023.55	8,080.00	67,633.45	50.50
01-2-02610-110-000	Operation of Plant	192,095.00	53,933.53	12,817.95	138,161.47	28.08
01-2-02610-130-000	Overtime Salaries	0.00	1,581.14	230.68	-1,581.14	0.00
01-2-02610-220-000	Operation of Plant	15,244.00	4,247.82	998.23	10,996.18	27.87
01-2-02610-230-000	Operation of Plant	19,313.00	5,459.15	1,288.91	13,853.85	28.27
01-2-02610-280-000	Operation of Plant-	35,020.00	11,703.88	2,925.97	23,316.12	33.42
01-2-02610-340-000	Operation of Plant	1,545.00	154.43	0.00	1,390.57	10.00
01-2-02610-520-000	Maintenance of	51,500.00	54,471.00	0.00	-2,971.00	105.77
01-2-02610-610-000	Operation of	30,900.00	13,772.89	3,902.25	17,127.11	44.57
01-2-02610-621-000	Operation of Plant	16,480.00	912.76	594.18	15,567.24	5.54
01-2-02610-622-000	Operation of Plant-	103,000.00	37,569.96	8,150.93	65,430.04	36.48
01-2-02610-626-000	Operation of Plant-	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02610-629-000	Operation of	11,330.00	3,912.56	1,242.30	7,417.44	34.53
01-2-02610-733-000	Operation of Plant-	3,090.00	0.00	0.00	3,090.00	0.00
01-2-02610-890-000	Operation of Plant-Misc	773.00	348.53	0.00	424.47	45.09
<b>PROGRAM: 02610</b>		481,320.00	188,067.65	32,151.40	293,252.35	39.07
01-2-02620-340-000	Maintenance of	56,650.00	28,781.78	4,252.34	27,868.22	50.81
01-2-02620-490-000	Other Property Services	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02620-733-000	Maintenance of	2,060.00	199.99	0.00	1,860.01	9.71
01-2-02620-890-000	Maintenance of	1,545.00	0.00	0.00	1,545.00	0.00
<b>PROGRAM: 02620</b>		61,285.00	28,981.77	4,252.34	32,303.23	47.29
01-2-02650-431-000	Vehicle	6,592.00	3,276.53	0.00	3,315.47	49.70
01-2-02650-626-000	Vehicle	3,605.00	713.45	112.77	2,891.55	19.79
01-2-02650-732-000	Vehicle	25,750.00	0.00	0.00	25,750.00	0.00
01-2-02650-890-000	Vehicle Acquisitions-	515.00	0.00	0.00	515.00	0.00
<b>PROGRAM: 02650</b>		36,462.00	3,989.98	112.77	32,472.02	10.94
01-2-02670-340-000	Safety/Security Dist.	1,545.00	4,750.98	480.65	-3,205.98	307.51
01-2-02670-610-000	Safety/Security Dist	515.00	104.34	104.34	410.66	20.26
<b>PROGRAM: 02670</b>		2,060.00	4,855.32	584.99	-2,795.32	235.69
01-2-02710-110-000	Transportation - Salaries	71,070.00	15,764.86	3,288.92	55,305.14	22.18
01-2-02710-220-000	Transportation - Social	5,459.00	969.85	191.12	4,489.15	17.77
01-2-02710-230-000	Transportation-	7,056.00	1,146.88	246.59	5,909.12	16.25
01-2-02710-332-000	Transportation - Mileage	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02710-333-000	Staff Mileage	0.00	94.30	0.00	-94.30	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
01-2-02710-431-000	Bus Repairs/Mntnce	0.00	4,165.68	142.41	-4,165.68	0.00
01-2-02710-510-000	Transportation -Contract	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02710-626-000	Transportation - Gas/Oil	18,540.00	4,679.96	0.00	13,860.04	25.24
01-2-02710-732-000	Transportation - Bus	46,350.00	0.00	0.00	46,350.00	0.00
01-2-02710-733-000	Transportation-	773.00	0.00	0.00	773.00	0.00
01-2-02710-810-000	Transportation -	2,369.00	376.50	224.00	1,992.50	15.89
01-2-02710-890-000	Transportation - Misc.	515.00	0.00	0.00	515.00	0.00
<b>PROGRAM: 02710</b>		<b>154,192.00</b>	<b>27,198.03</b>	<b>4,073.04</b>	<b>126,993.97</b>	<b>17.63</b>
01-2-02712-110-000	SPED/Transportation -	14,420.00	3,090.57	674.30	11,329.43	21.43
01-2-02712-220-000	SPED/Transportation -	1,133.00	236.43	51.59	896.57	20.87
01-2-02712-230-000	SPED/Transportation-R	1,442.00	253.11	66.61	1,188.89	17.55
01-2-02712-332-000	SPED/Transportation-Mi	5,665.00	1,879.10	327.75	3,785.90	33.17
01-2-02712-430-000	SPED/Transportation -	1,236.00	0.00	0.00	1,236.00	0.00
01-2-02712-510-000	SPED/Transportation -	1,030.00	0.00	0.00	1,030.00	0.00
01-2-02712-626-000	SPED/Tranpsortation -	206.00	244.00	49.09	-38.00	118.45
<b>PROGRAM: 02712</b>		<b>25,132.00</b>	<b>5,703.21</b>	<b>1,169.34</b>	<b>19,428.79</b>	<b>22.69</b>
01-2-02730-431-000	Transportation-Tires/Par	31,930.00	735.35	0.00	31,194.65	2.30
<b>PROGRAM: 02730</b>		<b>31,930.00</b>	<b>735.35</b>	<b>0.00</b>	<b>31,194.65</b>	<b>2.30</b>
01-2-03535-111-001	HAL - Secondary	1,288.00	416.65	104.16	871.35	32.35
01-2-03535-111-002	HAL - Elementary	1,288.00	416.67	104.17	871.33	32.35
01-2-03535-221-002	HAL -Elementary Social	103.00	31.88	7.97	71.12	30.95
01-2-03535-221-001	HAL - Secondary Social	103.00	31.88	7.97	71.12	30.95
01-2-03535-231-002	HAL - Elementary	129.00	41.16	10.29	87.84	31.91
01-2-03535-231-001	HAL - Secondary	129.00	41.16	10.29	87.84	31.91
01-2-03535-320-002	HAL -Elementary	155.00	0.00	0.00	155.00	0.00
01-2-03535-320-001	HAL - Secondary	155.00	0.00	0.00	155.00	0.00
01-2-03535-580-001	HAL - Secondary	51.00	0.00	0.00	51.00	0.00
01-2-03535-580-002	HAL - Elementary	51.00	0.00	0.00	51.00	0.00
01-2-03535-610-001	HAL - Secondary	206.00	0.00	0.00	206.00	0.00
01-2-03535-610-002	HAL - Elementary	206.00	0.00	0.00	206.00	0.00
01-2-03535-650-001	HAL Secondary	201.00	0.00	0.00	201.00	0.00
01-2-03535-650-002	HAL - Elementary	201.00	0.00	0.00	201.00	0.00
01-2-03535-810-002	HAL - Elementary	309.00	25.00	0.00	284.00	8.09
01-2-03535-810-001	HAL - Secondary	1,133.00	35.00	0.00	1,098.00	3.09
01-2-03535-890-002	HAL - Elementary Misc	51.00	0.00	0.00	51.00	0.00
01-2-03535-890-001	HAL - Secondary Misc	51.00	0.00	0.00	51.00	0.00
<b>PROGRAM: 03535</b>		<b>5,810.00</b>	<b>1,039.40</b>	<b>244.85</b>	<b>4,770.60</b>	<b>17.88</b>
01-2-03570-111-000	Solar Energy Grant	0.00	2,240.00	0.00	-2,240.00	0.00
01-2-03570-221-000	Social Security	0.00	170.73	0.00	-170.73	0.00
01-2-03570-231-000	Retirement	0.00	221.28	0.00	-221.28	0.00
<b>PROGRAM: 03570</b>		<b>0.00</b>	<b>2,632.01</b>	<b>0.00</b>	<b>-2,632.01</b>	<b>0.00</b>
01-2-06200-111-002	Title 1 - Salaries	36,050.00	25,803.82	5,696.33	10,246.18	71.58
01-2-06200-112-002	Title 1 Para Wage	0.00	10,369.76	2,970.28	-10,369.76	0.00
01-2-06200-221-002	Title 1 - Social Security	2,781.00	948.44	435.77	1,832.56	34.10
01-2-06200-222-002	Social Security	0.00	793.28	227.23	-793.28	0.00
01-2-06200-231-002	Title 1 - Retirement	3,579.00	2,250.68	582.67	1,328.32	62.89
01-2-06200-232-002	Retirement	0.00	1,024.30	293.39	-1,024.30	0.00
01-2-06200-281-002	Title 1 Health Insurance	11,330.00	4,024.66	1,006.16	7,305.34	35.52
<b>PROGRAM: 06200</b>		<b>53,740.00</b>	<b>45,214.94</b>	<b>11,191.83</b>	<b>8,525.06</b>	<b>84.13</b>
01-2-06215-112-002	Title I Accountability-	0.00	574.40	0.00	-574.40	0.00
01-2-06215-222-002	Title I Accountability-	0.00	43.94	0.00	-43.94	0.00
01-2-06215-232-002	Title I Accountability	0.00	56.74	0.00	-56.74	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
<b>PROGRAM: 06215</b>		0.00	675.08	0.00	-675.08	0.00
01-2-06310-111-000	Title II - Salaries	11,021.00	1,015.43	0.00	10,005.57	9.21
01-2-06310-221-000	Title II - Social Security	845.00	77.68	0.00	767.32	9.19
01-2-06310-231-000	Title II - Retirement	1,092.00	100.30	0.00	991.70	9.18
<b>PROGRAM: 06310</b>		12,958.00	1,193.41	0.00	11,764.59	9.20
01-2-06401-111-002	Title IV - Pre-K Sped	10,300.00	0.00	0.00	10,300.00	0.00
01-2-06401-221-002	Title IV - Pre-K Sped	798.00	0.00	0.00	798.00	0.00
01-2-06401-231-002	Title IV - Pre-K Sped	1,030.00	0.00	0.00	1,030.00	0.00
01-2-06401-340-002	Title IV - Pre-K Sped	2,575.00	0.00	0.00	2,575.00	0.00
<b>PROGRAM: 06401</b>		14,703.00	0.00	0.00	14,703.00	0.00
01-2-06404-111-002	IDEA Part B - Salaries	25,338.00	0.00	0.00	25,338.00	0.00
01-2-06404-221-002	IDEA Part B - Social	1,906.00	0.00	0.00	1,906.00	0.00
01-2-06404-231-002	IDEA Part B -	2,523.00	0.00	0.00	2,523.00	0.00
01-2-06404-281-002	IDEA Part B - Health	3,935.00	59.08	14.77	3,875.92	1.50
<b>PROGRAM: 06404</b>		33,702.00	59.08	14.77	33,642.92	0.17
01-2-06406-340-002	IDEA Preschool 3-5-	8,240.00	576.00	0.00	7,664.00	6.99
<b>PROGRAM: 06406</b>		8,240.00	576.00	0.00	7,664.00	6.99
01-2-06407-110-002	IDEA Preschool	7,725.00	0.00	0.00	7,725.00	0.00
01-2-06407-220-002	IDEA Preschool	592.00	0.00	0.00	592.00	0.00
01-2-06407-230-002	IDEA Preschool	773.00	0.00	0.00	773.00	0.00
<b>PROGRAM: 06407</b>		9,090.00	0.00	0.00	9,090.00	0.00
01-2-06408-110-002	IDEA - PART B	0.00	1,106.88	1,106.88	-1,106.88	0.00
01-2-06408-111-002	IDEA PART B -	0.00	12,383.32	3,095.83	-12,383.32	0.00
01-2-06408-220-002	IDEA PART B FICA	0.00	84.68	84.68	-84.68	0.00
01-2-06408-221-002	IDEA PART B FICA	0.00	947.32	236.83	-947.32	0.00
01-2-06408-230-002	IDEA PART B	0.00	109.33	109.33	-109.33	0.00
01-2-06408-231-002	IDEA PART B	0.00	1,223.20	305.80	-1,223.20	0.00
01-2-06408-281-002	IDEA PART B HEALTH	0.00	1,213.48	0.00	-1,213.48	0.00
01-2-06408-340-002	IDEA PRESCHOOL 0-2	0.00	2,576.00	976.00	-2,576.00	0.00
<b>PROGRAM: 06408</b>		0.00	19,644.21	5,915.35	-19,644.21	0.00
01-2-06410-111-000	DIST IDEA - Salaries	21,370.00	22,231.06	2,328.75	-861.06	104.03
01-2-06410-112-000	*IDEA Enr/Pov(611)*	5,091.00	0.00	0.00	5,091.00	0.00
01-2-06410-221-000	DIST IDEA - Social	397.00	1,700.69	178.15	-1,303.69	428.39
01-2-06410-222-000	*IDEA Enroll/Poverty*	1,638.00	0.00	0.00	1,638.00	0.00
01-2-06410-231-000	DIST IDEA - Retirement	2,217.00	677.76	0.00	1,539.24	30.57
01-2-06410-232-000	*IDEA Enroll/Poverty*	510.00	0.00	0.00	510.00	0.00
01-2-06410-282-000	IDEA Para Health Ins	5,974.00	0.00	0.00	5,974.00	0.00
01-2-06410-340-000	DIST IDEA - Contract	12,360.00	0.00	0.00	12,360.00	0.00
<b>PROGRAM: 06410</b>		49,557.00	24,609.51	2,506.90	24,947.49	49.65
01-2-06992-650-000	REAP - Computer	24,720.00	0.00	0.00	24,720.00	0.00
<b>PROGRAM: 06992</b>		24,720.00	0.00	0.00	24,720.00	0.00
01-2-06996-610-000	Supplies ESSER	40,000.00	5,474.68	274.92	34,525.32	13.89
01-2-06996-890-000	ESSER Misc	0.00	6,862.00	0.00	-6,862.00	0.00
<b>PROGRAM: 06996</b>		40,000.00	12,336.68	274.92	27,663.32	30.84
01-2-08000-912-000	Fund Transfer to Lunch	5,150.00	0.00	0.00	5,150.00	0.00
01-2-08000-913-000	Fund Transfer to Activity	30,900.00	50.00	0.00	30,850.00	0.16
01-2-08000-914-000	Fund Transfer to	80,000.00	0.00	0.00	80,000.00	0.00
01-2-08000-915-000	Fund Transfer to EE	2,500.00	0.00	0.00	2,500.00	0.00

# MONTHLY EXPENSE SUMMARY

## DECEMBER 2020

Account	Description	20-21 Budget	Expenditure to Date	DECEMBER 2020 Expenses	Ending Balance	Percentage (%)
<b>PROGRAM: 08000</b>		118,550.00	50.00	0.00	118,500.00	0.04
01-2-09000-890-000	Non Programmed	0.00	1,535.42	684.17	-1,535.42	0.00
<b>PROGRAM: 09000</b>		0.00	1,535.42	684.17	-1,535.42	0.00
		5,579,513.00	1,880,613.45	401,048.09	3,698,899.55	33.70

**Weeping Water Public School JANUARY 2021 Claims For Payment**

<b>Vendor Name</b>	<b>Check Description (Detail)</b>	<b>Check Amount</b>	<b>Account #</b>
Advanced Office Automations	Rizo Copies	\$ 16.33	02510-440-000
Amy Kroll	Mileage	\$ 31.05	01200-333-001
Amy Kroll	Cell Phone Reimbursement	\$ 29.28	01200-890-001
Bristol Wenzl	Cell Phone Reimbursement	\$ 91.85	02410-890-002
Bristol Wenzl	Mileage	\$ 91.84	02410-333-002
Carol's Flowers	Meeske Memorial	\$ 55.00	02310-890-000
CPI	Annual Membership Renewal-Kroll	\$ 75.00	01200-810-001
CPI	Annual Membership Renewal-Kroll	\$ 75.00	01200-810-002
Creative Curriculum-NDE	Training-Burch	\$ 20.00	01190-810-002
Dana Cole & Co.	Sec. 125	\$ 65.00	01100-291-000
DnTree Inc.	Contract Service	\$ 300.00	02620-340-000
Egan Supply	Supplies	\$ 446.08	02610-610-000
Egan Supply	Supplies	\$ 681.40	02610-733-000
F&M Bank	ACH Annual Fee	\$ 132.50	01100-320-002
F&M Bank	ACH Annual Fee	\$ 132.50	01100-320-001
Futuramic Clean Water	Supplies		01100-610-002
Futuramic Clean Water	Supplies		01100-610-001
Harris Forms	End of year supplies	\$ 288.15	02510-610-000
Hoss's Lawn Care & Snow Removal	Contract Service	\$ 2,400.00	02620-340-000
JJ and Me, Inc.	Supplies	\$ 100.00	01100-610-002
Jostens	Supplies	\$ 412.64	02490-610-001
Just for Kids Therapy	Pupil contract services-preschool 3-5		06408-340-000
Just for Kids Therapy	Pupil contract services-preschool 0-2, School Age	\$ 1,040.00	06408-340-000
Keckler Oil Co	Transportation	\$ 279.78	02650-431-000
Kevin Reiman	Cell Phone Reimbursement	\$ 35.05	02320-890-000
Kevin Reiman	Mileage	\$ 619.28	02320-333-000
KSB School Law	Legal Fees	\$ 403.00	02330-317-000
Lincoln Journal Star	Advertisement	\$ 80.12	02310-540-000
Linda Twomey	Mileage	\$ 502.55	02712-332-000
Madonna School	Pupil Contract Service	\$ 1,698.20	01200-320-000
Matheson	Supplies	\$ 305.71	01100-610-001
Meeske Auto	Transportation	\$ 101.18	02710-431-000
Meeske Hardware	Supplies	\$ 595.84	02610-610-000
Meeske Hardware	Supplies	\$ 196.86	01100-610-001
Meeske Hardware	Supplies	\$ 3.10	02710-431-000
Meeske Hardware	Supplies	\$ 12.52	01100-610-002
Meyer Laboratory	Supplies	\$ 845.51	01100-610-001
Mid-America Termite & Pest Control Co.	Contract Service	\$ 86.96	02620-340-000
NCSA	2020 NAESP - Wenzl	\$ 90.00	02410-810-001
Nebraska-Iowa Supply Co.	Transportation	\$ 1,899.42	02710-626-000
O'Keefe	Elevator Maintenance	\$ 384.58	02620-340-000
OPPD	Electric Service	\$ 8,280.11	02610-622-000
One Source Background Ck Co.	Contract Service-Ahrens, Perlmeter	\$ 80.00	02670-340-000
Power School	UT Applicant Tracking	\$ 558.45	01100-810-002
Power School	UT Applicant Tracking	\$ 558.45	01100-810-001
Prime Comm.	Contract Service	\$ 1,413.61	02620-340-000
Quadient Inc.	Supplies-Ink for Postage Machine	\$ 149.51	02510-610-000
Quadient Inc.	Qtrly Lease	\$ 96.27	02510-440-000
Shred-It	Contract Service	\$ 51.25	02510-340-000
Stop n Shop	Sped Transportation		02712-626-000
Symmetry	Utilities		02610-621-000
Systems Engineering Professionals LLC	Contract Services	\$ 250.00	02620-340-000
Tiffanie Welte	Cell Phone Reimbursement	\$ 107.16	02410-890-001
Toshiba Financial Services	Copier Lease	\$ 1,189.25	02510-440-000
Fiber Platform DBA Unite Private	Wan Lease	\$ 377.55	01100-530-000
Fiber Platform DBA Unite Private	WAN Lease	\$ 41.95	01100-382-000
US Bank CC Statement	CC Purchases	747.94	01100-810-001
US Bank CC Statement	CC Purchases	\$ 199.30	01100-610-001
US Bank CC Statement	CC Purchases	\$ 58.85	02310-890-000

**Weeping Water Public School JANUARY 2021 Claims For Payment**

US Bank CC Statement	CC Purchases	\$ 27.98	02120-610-001
US Bank CC Statement	CC Purchases	\$ 26.49	02130-610-001
US Bank CC Statement	CC Purchases	\$ 26.48	02130-610-002
US Bank CC Statement	CC Purchases	\$ 60.09	02310-733-000
US Bank CC Statement	CC Purchases	\$ 27.98	02610-610-000
US Bank CC Statement	CC Purchases	\$ 70.85	02320-890-000
US Bank CC Statement	CC Purchases	\$ 39.99	02230-610-000
US Bank CC Statement	CC Purchases	\$ 77.01	02650-626-000
Verizon	Admin Tablets	\$ 20.35	02410-810-001
Verizon	Admin Tablets	\$ 20.35	02410-810-002
Verizon	Admin Tablets	\$ 20.35	02320-810-000
Verizon	Admin Tablets	\$ 20.34	01200-810-001
WWPS Clearing Acct	Reimburse Monthly Expense Checks	\$ 453.71	09000-000-000
City of Weeping Water	Water/Sewer School & New Gym	\$ 743.12	02610-629-000
City of Weeping Water	Water/Sewer East M st	\$ 43.48	02610-629-000
City of Weeping Water	Water Practice Field	\$ 267.03	02610-629-000
Wex	Vans & Cars Gas	\$ 212.45	02650-626-000
Windstream	Long Distance	\$ 533.11	02510-530-000
	<b>General Fund Claims For Pymt</b>	<b>\$ 31,474.09</b>	
	General Fund Payroll	\$ 372,893.74	
Certifieds, Classifieds, Substitutes, Adm.	<b>Total General Fund Expenditures</b>	<b>\$ 404,367.83</b>	

## Board Policy 2004

### Oath of Office

I, \_\_\_\_\_, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

\_\_\_\_\_  
Signature

January 18, 2021  
Date

All new board members shall take the following oath before entering into their official duties. Board members shall affirm this oath orally, and shall sign it in written form. Copies of these documents shall be retained as official records of the school district in the main administrative office and such other places as may be required by law.

Policy adopted on: April 9, 2014  
Reviewed: September 16, 2019

---

# Weeping Water Public Schools

## Refunding Analysis of 2015 & 2015 B Limited Tax Bonds

Jay Spearman  
Senior Vice President  
402-599-0307  
Jay.Spearman@psc.com

**Weeping Water Public Schools**  
**Refunding Analysis of Series 2015 A & B Limited Tax Bonds**

**Outstanding Limited Tax Bonds**

<u>Maturity</u>	<u>2015 A</u>	<u>2015 B</u>	<u>Total</u>	<u>Rate</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Savings</u>
12/15/2021	54,200.00	32,095.00	86,295.00	0.400%	85,000.00	1070.14	86,070.14	224.86
12/15/2022	53,275.00	26,555.00	79,830.00	0.450%	75,000.00	1097.50	76,097.50	3,732.50
12/15/2023	52,275.00	26,042.50	78,317.50	0.500%	75,000.00	760.00	75,760.00	2,557.50
12/15/2024	<u>51,175.00</u>	<u>20,480.00</u>	<u>71,655.00</u>	<u>0.550%</u>	<u>70,000.00</u>	<u>385.00</u>	<u>70,385.00</u>	<u>1,270.00</u>
	\$ 210,925.00	\$ 105,172.50	\$ 316,097.50	0.500%	\$ 305,000.00	\$ 3,312.64	\$ 308,312.64	\$ 7,784.86
	2.093%	2.201%		1.084%			Rounding Amt:	91.28
							Total Savings:	\$ 7,876.14

**Series 2021 Limited Tax Refunding Bonds**

**Sources of Funds**

Par Amount of Bonds:	\$ 305,000.00
Transfers from Prior Issues:	500.00
	<u>\$ 305,500.00</u>

**Uses of Funds**

Refund 2015 LT Bonds:	\$ 301,608.72
Rounding Amount:	91.28
Paying Agent:	750.00
Costs of Issuance:	<u>3,050.00</u>
Total Uses:	\$ 305,500.00

**WEEPING WATER PUBLIC SCHOOLS**  
**SERIES 2015 LIMITED TAX OBLIGATION REFUNDING BONDS**  
**CALLABLE 5/13/20**  
**FINAL NUMBERS**

**Debt Service To Maturity And To Call**

<b>Date</b>	<b>Refunded Bonds</b>	<b>Refunded Interest</b>	<b>D/S To Call</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Refunded D/S</b>	<b>Fiscal Total</b>
03/17/2021	200,000.00	1,073.33	201,073.33	-	-	-	-	-
06/15/2021	-	-	-	-	-	2,100.00	2,100.00	-
12/15/2021	-	-	-	50,000.00	1.850%	2,100.00	52,100.00	54,200.00
06/15/2022	-	-	-	-	-	1,637.50	1,637.50	-
12/15/2022	-	-	-	50,000.00	2.000%	1,637.50	51,637.50	53,275.00
06/15/2023	-	-	-	-	-	1,137.50	1,137.50	-
12/15/2023	-	-	-	50,000.00	2.200%	1,137.50	51,137.50	52,275.00
06/15/2024	-	-	-	-	-	587.50	587.50	-
12/15/2024	-	-	-	50,000.00	2.350%	587.50	50,587.50	51,175.00
<b>Total</b>	<b>\$200,000.00</b>	<b>\$1,073.33</b>	<b>\$201,073.33</b>	<b>\$200,000.00</b>	<b>-</b>	<b>\$10,925.00</b>	<b>\$210,925.00</b>	<b>-</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	3/17/2021
Average Life	2.244 Years
Average Coupon	2.1946790%
Weighted Average Maturity (Par Basis)	2.244 Years
Weighted Average Maturity (Original Price Basis)	2.244 Years

**Refunding Bond Information**

Refunding Dated Date	3/17/2021
Refunding Delivery Date	3/17/2021

**WEEPING WATER PUBLIC SCHOOLS**

**SERIES 2015B LIMITED TAX OBLIGATION REFUNDING BONDS**

CALLABLE 12/16/20

FINAL NUMBERS

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
03/17/2021	100,000.00	535.39	100,535.39	-	-	-	-	-
06/15/2021	-	-	-	-	-	1,047.50	1,047.50	-
12/15/2021	-	-	-	30,000.00	1.800%	1,047.50	31,047.50	32,095.00
06/15/2022	-	-	-	-	-	777.50	777.50	-
12/15/2022	-	-	-	25,000.00	2.050%	777.50	25,777.50	26,555.00
06/15/2023	-	-	-	-	-	521.25	521.25	-
12/15/2023	-	-	-	25,000.00	2.250%	521.25	25,521.25	26,042.50
06/15/2024	-	-	-	-	-	240.00	240.00	-
12/15/2024	-	-	-	20,000.00	2.400%	240.00	20,240.00	20,480.00
<b>Total</b>	<b>\$100,000.00</b>	<b>\$535.39</b>	<b>\$100,535.39</b>	<b>\$100,000.00</b>	<b>-</b>	<b>\$5,172.50</b>	<b>\$105,172.50</b>	<b>-</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	3/17/2021
Average Life	2.094 Years
Average Coupon	2.2140048%
Weighted Average Maturity (Par Basis)	2.094 Years
Weighted Average Maturity (Original Price Basis)	2.094 Years

**Refunding Bond Information**

Refunding Dated Date	3/17/2021
Refunding Delivery Date	3/17/2021

**WEEPING WATER PUBLIC SCHOOLS**

SERIES 2021 LIMITED TAX OBLIGATION REFUNDING BONDS

SERIES 2015 A & B BONDS CALLED 3/17/21 @ PAR

ESTIMATED NUMBERS

**Sources & Uses**

Dated 03/17/2021 | Delivered 03/17/2021

**Sources Of Funds**

Par Amount of Bonds	\$305,000.00
Transfers from Prior Issue Debt Service Funds	500.00

**Total Sources** **\$305,500.00**

**Uses Of Funds**

Deposit to Current Refunding Fund	301,608.72
Costs of Issuance	3,050.00
Paying Agent	750.00
Rounding Amount	91.28

**Total Uses** **\$305,500.00**

**WEeping WATER PUBLIC SCHOOLS**

**SERIES 2021 LIMITED TAX OBLIGATION REFUNDING BONDS**

SERIES 2015 A & B BONDS CALLED 3/17/21 @ PAR

ESTIMATED NUMBERS

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/17/2021	-	-	-	-	-
12/15/2021	85,000.00	0.400%	1,070.14	86,070.14	86,070.14
06/15/2022	-	-	548.75	548.75	-
12/15/2022	75,000.00	0.450%	548.75	75,548.75	76,097.50
06/15/2023	-	-	380.00	380.00	-
12/15/2023	75,000.00	0.500%	380.00	75,380.00	75,760.00
06/15/2024	-	-	192.50	192.50	-
12/15/2024	70,000.00	0.550%	192.50	70,192.50	70,385.00
<b>Total</b>	<b>\$305,000.00</b>	<b>-</b>	<b>\$3,312.64</b>	<b>\$308,312.64</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$662.06
Average Life	2.171 Years
Average Coupon	0.5003568%
Net Interest Cost (NIC)	0.9610432%
True Interest Cost (TIC)	0.9678840%
Bond Yield for Arbitrage Purposes	0.5001359%
All Inclusive Cost (AIC)	1.0839931%

**IRS Form 8038**

Net Interest Cost	0.5003568%
Weighted Average Maturity	2.171 Years

## WEEPING WATER PUBLIC SCHOOLS

### SERIES 2021 LIMITED TAX OBLIGATION REFUNDING BONDS

### SERIES 2015 A & B BONDS CALLED 3/17/21 @ PAR

### ESTIMATED NUMBERS

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
03/17/2021	-	(91.28)	(500.00)	(408.72)	-
06/15/2021	-	-	3,147.50	3,147.50	-
12/15/2021	86,070.14	86,070.14	83,147.50	(2,922.64)	(183.86)
06/15/2022	548.75	548.75	2,415.00	1,866.25	-
12/15/2022	75,548.75	75,548.75	77,415.00	1,866.25	3,732.50
06/15/2023	380.00	380.00	1,658.75	1,278.75	-
12/15/2023	75,380.00	75,380.00	76,658.75	1,278.75	2,557.50
06/15/2024	192.50	192.50	827.50	635.00	-
12/15/2024	70,192.50	70,192.50	70,827.50	635.00	1,270.00
<b>Total</b>	<b>\$308,312.64</b>	<b>\$308,221.36</b>	<b>\$315,597.50</b>	<b>\$7,376.14</b>	<b>-</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	7,625.06
Net PV Cashflow Savings @ 1.084%(AIC)	7,625.06
Transfers from Prior Issue Debt Service Fund	(500.00)
Contingency or Rounding Amount	91.28
Net Present Value Benefit	\$7,216.34
Net PV Benefit / \$300,000 Refunded Principal	2.405%
Net PV Benefit / \$305,000 Refunding Principal	2.366%

### Refunding Bond Information

Refunding Dated Date	3/17/2021
Refunding Delivery Date	3/17/2021

January 18, 2021  
Weeping Water, Nebraska

A meeting of the Board of Education (the "Board") of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the "District") was held at 6:00 p.m. on Monday, January 18, 2021, in the Conference Room of the District's school building located at 204 West O Street, Weeping Water, 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 advance 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 and complete 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.

\* \* \* \* \*

(Other Business)

\* \* \* \* \*

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

**A RESOLUTION AUTHORIZING THE EARLY REDEMPTION OF THE DISTRICT'S OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015, AND ITS OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015B, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.**

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 Board Members voted in favor of the passage and adoption of said Resolution:

\_\_\_\_\_  
\_\_\_\_\_.

The following Board Members voted against the same: \_\_\_\_\_.

The following Board Members were absent or did not vote: \_\_\_\_\_.

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

\* \* \* \* \*

(Other Business)

\* \* \* \* \*

Board Member \_\_\_\_\_ then introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 4:

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA OF ITS LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; 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 Board Members voted in favor of the passage and adoption of said Resolution:

\_\_\_\_\_  
\_\_\_\_\_.

The following Board Members voted against the same: \_\_\_\_\_.

The following Board Members were absent or did not vote: \_\_\_\_\_.

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

\* \* \* \* \*

(Other Business)

\* \* \* \* \*

Motion to adjourn.

DATED January 18, 2021.

---

President, Board of Education

ATTEST:

---

Secretary, Board of Education

ATTACHMENT 1

AFFIDAVIT OF PUBLICATION OR CERTIFICATE OF POSTING OF NOTICE OF MEETING

**CERTIFICATE OF POSTING**

The undersigned certifies that Notice of a Meeting of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “District”), held at 6:00 p.m. on Monday, January 18, 2021, in the Conference Room of the District’s school building located at 204 West O Street, Weeping Water, 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 \_\_\_\_\_, 2021.

---

---

---

---

DATED January 18, 2021.

Title: \_\_\_\_\_

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

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

**ACKNOWLEDGMENT OF RECEIPT OF  
ADVANCE NOTICE OF MEETING**

The undersigned Members of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 6:00 p.m. on Monday, January 18, 2021, in the Conference Room of the District's school building located at 204 West O Street, Weeping Water, Nebraska.

DATED January 18, 2021.

---

---

---

---

---

---

---

ATTACHMENT 3  
CALL RESOLUTION

See Tab #4

**A RESOLUTION AUTHORIZING THE EARLY REDEMPTION OF THE DISTRICT'S OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015, AND ITS OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015B, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:**

**Section 1.** (a) Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the "**District**") previously issued its Limited Tax Obligation Refunding Bonds, Series 2015, dated May 13, 2015, in the original aggregate principal amount of \$505,000 (the "**Series 2015A Bonds**"), of which \$200,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015A Bonds pursuant to a resolution duly passed and adopted by the District's Board of Education (the "**Board**") on April 8, 2015 (the "**Series 2015A Bond Resolution**") to (a) refund and redeem all or a portion of the District's Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2009, dated August 27, 2009 (the "**Series 2009 Bonds**"), and (b) pay the costs of issuing the Series 2015A Bonds. The District issued the Series 2009 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2009 Bonds.

(b) The District also previously issued its Limited Tax Obligation Refunding Bonds, Series 2015B, dated December 16, 2015, in the original aggregate principal amount of \$235,000 (the "**Series 2015B Bonds**" and together with the Series 2015A Bonds, the "**Prior Bonds**"), of which \$100,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015B Bonds pursuant to a resolution duly passed and adopted by the Board on November 11, 2015 (the "**Series 2015B Bond Resolution**" and together with the Series 2015A Bond Resolution, the "**Prior Resolutions**") to (a) refund and redeem all or a portion of the District's Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2010, dated December 28, 2010 (the "**Series 2010 Bonds**"), and (b) pay the costs of issuing the Series 2015B Bonds. The District issued the Series 2010 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2010 Bonds.

**Section 2.** (a) As set forth in the Series 2015A Bond Resolution, the Series 2015A Bonds maturing on or after December 15, 2020 are subject to redemption at any time on or after May 13, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015A Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(b) As set forth in the Series 2015B Bond Resolution, the Series 2015B Bonds maturing on or after December 15, 2021 are subject to redemption at any time on or after

December 16, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015B Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

**Section 3.** Subject to the conditions set forth herein, the Board hereby authorizes the early redemption and prepayment of the outstanding Prior Bonds (a maturity schedule of which is attached hereto as Schedule I). The Board authorizes and directs the President of the Board or the Superintendent of Schools (each, including any person authorized to act on such official's behalf, an "**Authorized Officer**") to determine the principal amount and the maturities of the Prior Bonds that are to be called for redemption prior to maturity (hereinafter referred to as the "**Refunded Bonds**") on a date to be determined by an Authorized Officer (the "**Redemption Date**"). Such determinations shall be set forth in a certificate of the Authorized Officer.

**Section 4.** On the Redemption Date, the principal of the Refunded Bonds, together with all accrued interest to but not including the Redemption Date, shall be paid upon presentation and surrender thereof at the office of Union Bank and Trust Company, in Lincoln, Nebraska, as paying agent and registrar for the Prior Bonds (the "**Registrar**").

**Section 5.** In accordance with the Prior Resolutions:

(a) not later than 35 days prior to the Redemption Date (or such other date as may be acceptable to the Registrar), the Authorized Officers, or each individually, are hereby directed to file a copy of this Resolution with the Registrar; and

(b) upon receipt of this Resolution, the Registrar is hereby instructed to mail notice of the redemption of the Refunded Bonds to each registered owner thereof not less than 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then registered owners of the Refunded Bonds); and

(c) not later than 10 business days following its mailing of the redemption notice, the Registrar is further directed to file such redemption notice with the Municipal Securities Rulemaking Board and its EMMA portal.

**Section 6.** This Resolution shall be in full force and take effect from and after its passage as provided by law. The redemption of the Refunded Bonds authorized by this Resolution is subject to the prior issuance by the District of its Limited Tax Obligation Refunding Bonds, Series 2021 (the "**Refunding Bonds**"). This Resolution shall have no force and effect if the Refunding Bonds are not issued within one year of the date hereof.

DATED January 18, 2021.

ATTEST:

---

President, Board of Education

---

Secretary, Board of Education

**SCHEDULE I**

**SCHEDULE OF OUTSTANDING SERIES 2015A BONDS**

<b><u>Maturity Date</u></b> <b><u>(December 15)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>
2021	\$50,000	1.85%
2022	50,000	2.00
2023	50,000	2.20
2024	50,000	2.35

**SCHEDULE OF OUTSTANDING SERIES 2015B BONDS**

<b><u>Maturity Date</u></b> <b><u>(December 15)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>
2021	\$30,000	1.80%
2022	25,000	2.05
2023	25,000	2.25
2024	20,000	2.40

ATTACHMENT 4  
BOND RESOLUTION

See Tab #3

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA OF ITS LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:**

**Section 1.** The Board of Education (the “**Board**”) of Cass County School District 0022 (Weeping Water Public 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 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of more than 1,000 and not more than 150,000 inhabitants.

(b) Sections 79-10,110 and 79-10,110.01, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), authorize the District to (i) issue refunding bonds to refinance the costs of constructing and equipping new public school facilities, acquiring land on which such facilities were to be constructed, or expanding, rehabilitating, modernizing, renovating, repairing or equipping any existing school facilities under its control, and (ii) levy a special, limited tax described therein for the payment of such bonds.

(c) The District previously issued its Limited Tax Obligation Refunding Bonds, Series 2015, dated May 13, 2015, in the original aggregate principal amount of \$505,000 (the “**Series 2015A Bonds**”), of which \$200,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015A Bonds pursuant to a resolution duly passed and adopted by the Board on April 8, 2015 (the “**Series 2015A Bond Resolution**”) to (a) refund and redeem all or a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment),

Series 2009, dated August 27, 2009 (the “**Series 2009 Bonds**”), and (b) pay the costs of issuing the Series 2015A Bonds. The District issued the Series 2009 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2009 Bonds.

(d) The District also previously issued its Limited Tax Obligation Refunding Bonds, Series 2015B, dated December 16, 2015, in the original aggregate principal amount of \$235,000 (the “**Series 2015B Bonds**” and together with the Series 2015A Bonds, the “**Prior Bonds**”), of which \$100,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015B Bonds pursuant to a resolution duly passed and adopted by the Board on November 11, 2015 (the “**Series 2015B Bond Resolution**” and together with the Series 2015A Bond Resolution, the “**Prior Resolutions**”) to (a) refund and redeem all or a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2010, dated December 28, 2010 (the “**Series 2010 Bonds**”), and (b) pay the costs of issuing the Series 2015B Bonds. The District issued the Series 2010 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2010 Bonds.

(e) Since the issuance of the Prior Bonds, the rates of interest available in the markets have declined such that the District can effect a savings in interest costs by providing for payment in all or part of the Prior Bonds through the issuance of its limited tax obligation refunding bonds pursuant to the Act.

(f) As set forth in the Series 2015A Bond Resolution, the Series 2015A Bonds maturing on or after December 15, 2020 are subject to redemption at any time on or after May 13, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015A Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(g) As set forth in the Series 2015B Bond Resolution, the Series 2015B Bonds maturing on or after December 15, 2021 are subject to redemption at any time on or after December 16, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015B Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(h) By resolution of the Board adopted on January 18, 2021, the Board has duly authorized the redemption of all or a portion of the principal amount of the District’s outstanding Prior Bonds (the “**Refunded Bonds**”) on a date to be determined by the Superintendent of Schools or the President of the Board (the “**Redemption Date**”), all in accordance with redemption provisions set forth in the Prior Resolutions, after which date

interest on such bonds shall cease. The redemption of the Refunded Bonds is conditioned on and subject to the issuance by the District of the refunding bonds authorized herein.

(i) The District has on hand no debt service or other sinking fund monies for the payment of principal and interest on the Prior Bonds other than monies, if any, which are to be deposited in accordance with Section 7 of this Resolution.

(j) To provide funds for the redemption of the Refunded Bonds, it is necessary and advisable that the District issue its limited tax obligation refunding bonds.

(k) To pay the principal of and the interest on the bonds herein authorized, the District will need to levy an annual tax not to exceed five and one-fifth cents (\$0.052) per one hundred dollars (\$100) of taxable valuation on the taxable property of the District in each year such bonds are outstanding, subject to the limits of the Act.

(l) 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 bonds described herein.

(m) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

**Section 2.** (a) The Board hereby authorizes the issuance and delivery of one or more series of negotiable limited tax obligation refunding bonds of the District in the aggregate principal amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000), designated as “Limited Tax Obligation Refunding Bonds, Series 2021” (the “**Bonds**”) or such other designation as shall be made by the President of the Board, the Vice President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an “**Authorized Officer**”), or by any individually. Unless otherwise determined by an Authorized Officer, the Bonds shall mature and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months, shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated herein (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance.

(b) The Authorized Officers, or any individually, is authorized and directed, in the exercise of such officers’ independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to the Bonds herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution: (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 2, (iii) the dates and years in which each principal maturity shall occur and the principal amount to mature or to be paid in each of such years, (iv) the date of final maturity, which shall not be later than December 15, 2024, (v) the date or dates upon which the Bonds shall be sold, which shall not be later than one year from the date of this Resolution, (vi) the rate or rates of interest to be carried by each maturity of the Bonds, provided that such rates generate positive debt service savings,

(vii) the method by which such rates of interest shall be calculated, (viii) the dates on which interest shall be paid, (ix) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (x) the form, content, terms and provisions of any bond purchase agreement entered into by the District with an Underwriter or any loan agreement between the District and the Lender, all as set forth in Section 6 hereof, (xi) the identity of the Underwriter, the Placement Agent or the Lender of the Bonds, as applicable (each, a “**Purchaser**”), in accordance with Section 6 hereof, (xii) the fee of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of each series, (xiii) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s discount and any original issue discount), (xiv) the form and contents of any preliminary and final official statement or other offering materials of the District utilized in connection with any offering or sale of each series to the public or of any term sheet or request for lenders in connection with any loan, (xv) the identity of the Registrar, (xvi) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds and (xvii) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution.

(c) (i) Unless otherwise determined by an Authorized Officer, the Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion, shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all of the Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

(ii) The Authorized Officers, or each individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Registrar shall select and call for redemption, in accordance with this subsection (c), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Registrar shall become due and payable on such date. If Term Bonds are redeemed at the option of the District pursuant to Section 2(c)(i), the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2(c)(i), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Payment Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such District certificate by the principal amount of Term Bonds so redeemed pursuant to Section 2(c)(i). Any credit given to Mandatory Sinking Fund

Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

(iii) Bonds subject to redemption shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution.

(iv) Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owners (or such shorter period as may be acceptable to the then registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Bonds at the respective rates for each maturity is payable semiannually on each interest payment date determined in accordance with this Section 2 (each of said dates, an “**Interest Payment Date**”) from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of

each Bond at such registered owner's address as it appears on the bond register maintained by the Registrar or its successor as of the close of business on the 15<sup>th</sup> day (whether or not a business day) immediately preceding each Interest Payment Date (the "**Record Date**") subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar at its designated corporate trust office.

If any payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(e) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and the Secretary of the Board (including such other persons authorized to sign on their behalf). In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(f) If any Bond is mutilated, lost, stolen or destroyed, the District shall execute a new Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. If such Bond shall have matured, instead of issuing a duplicate Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Bond with their reasonable fees and expenses for such service.

(g) Unless otherwise directed by the Purchaser, the Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "**Depository**"), with one typewritten bond per maturity being issued to the Depository. In such

connection the officers of the District are authorized to execute and deliver a Letter of Representations (the “**Letter of Representations**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. If the Bonds are issued as “book-entry-only” bonds, the following provisions shall apply:

(i) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (v) below.

(ii) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Registrar to do so, the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (B) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(iii) If the District determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all

payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(v) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee; or

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of the Registrar and Paying Agent Agreement.

(vi) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bonds as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the President and Secretary of the Board, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting President and Secretary of the Board.

**Section 3.** (a) The Registrar designated pursuant to Section 2(b) hereof, shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled “**Registrar and Paying Agent Agreement**” between the District and the Registrar; provided, however, if the Registrar is the District Treasurer there need not be a Registrar and Paying Agent Agreement. The Authorized Officers, or each individually, is hereby authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Authorized Officers, or each individually, is authorized to remove the Registrar as provided herein if such officer determines such removal is in the best interest of the District. Upon such removal, the Authorized Officers, or each individually, is authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the

Board pursuant to this Resolution, but with such changes as such officer shall deem appropriate or necessary.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Registrar on behalf of the District will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Bonds by this Resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Bonds issued upon transfer or exchange of Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Bonds shall be in default, the Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bonds shall be dated as of their date of original issue. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

(d) The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the District for such purposes. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 3. As provided in Section 10 hereof, on or before each principal or interest due date, without further order of the Board, the Treasurer of the Board or an Authorized Officer shall transmit from the Bond Fund (hereinafter established) to the Registrar money sufficient for payment of all principal and interest then due. Payments of principal due at maturity or at any date fixed for redemption prior

to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond. The District and the Registrar may treat the registered owner of any Bonds as the absolute owner of such Bond for purposes of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the amount or amounts so paid.

**Section 4.** The Bonds shall be in substantially the following form:

(Form of Bond)

No. \_\_\_\_\_ \$

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
CASS COUNTY SCHOOL DISTRICT 0022  
(WEEPING WATER PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION REFUNDING BONDS  
SERIES 2021**

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>	<u>CUSIP Number</u>
_____, 2021	[        ], 20__	%	_____

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** \_\_\_\_\_ THOUSAND DOLLARS

**CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA** (the “District”) promises to pay to the order of the Registered Owner, or its registered assigns, the Principal Amount of this Bond upon presentation and surrender hereof on the Date of Maturity at the corporate trust offices of \_\_\_\_\_, \_\_\_\_\_, Nebraska, as Bond Registrar and Paying Agent (the “Registrar”).

The District also promises to pay interest on said Principal Amount on [        ] and [        ] of each year, commencing [        ], 2021 (each of such dates an “Interest Payment Date”), at the Rate of Interest per annum indicated above until maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, from the Date of Original Issue or most recent Interest Payment Date, whichever is later. Interest on this Bond prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15<sup>th</sup> day (whether or a not a business day) immediately preceding each Interest Payment Date (the “Record Date”). Any

interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Bond is one of an issue of fully registered bonds (the “Bonds”) in the total principal amount of \$\_\_\_\_\_ of even date and like tenor herewith, except as to number, denomination, date of maturity, rate of interest and priority of redemption, which have been issued by the District for the purpose of refunding \$\_\_\_\_\_ in aggregate principal amount of Limited Tax Obligation Refunding Bonds, Series 2015, dated May 13, 2015 (the “Refunded Series 2015A Bonds”), and \$\_\_\_\_\_ in aggregate principal amount of Limited Tax Obligation Refunding Bonds, Series 2015B, dated December 16, 2015 (the “Refunded Series 2015B Bonds” and together with the Refunded Series 2015A Bonds, the “Refunded Bonds”).

The District authorized the issuance of the Refunded Series 2015A Bonds pursuant to a resolution duly passed and adopted by the Board of Education of the District (the “Board”) to (a) refund and redeem a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2009, dated August 27, 2009 (the “Series 2009 Bonds”), and (b) pay the costs of issuing the Series 2015A Bonds. The District issued the Series 2009 Bonds for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2009 Bonds.

The District authorized the issuance of the Refunded Series 2015B Bonds pursuant to a resolution duly passed and adopted by the Board to (a) refund and redeem a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2010, dated December 28, 2010 (the “Series 2010 Bonds”), and (b) pay the costs of issuing the Series 2015B Bonds. The District issued the Series 2010 Bonds for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2010 Bonds.

The issuance of the Bonds has been duly authorized pursuant to Sections 79-10,110 and 79-10,110.01, Reissue Revised Statutes of Nebraska, as amended (the “Act”), and a resolution duly adopted by the Board (the “Bond Resolution”). The Act authorizes the District to impose a tax levy of not to exceed five and one-fifth cents (\$0.052) per one hundred dollars (\$100) of valuation on the taxable property located in the District for the purposes of providing for the payment of the principal of and interest on such Bonds.

The Bonds are issued as fully registered bonds, without coupons, in denominations of \$5,000 or whole multiples thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution pursuant to which the Bonds have been issued, this Bond is transferable by the Registered Owner hereof or his or her attorney duly authorized in writing, at the office of the Registrar, but only in the manner, subject to the limitations and upon payment of

the charges as set forth in the Bond Resolution, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The District and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

[The Bonds are not subject to redemption prior to maturity.]

[The Bonds maturing on or prior to [ ] are not subject to redemption prior to their stated maturities. The Bonds maturing on or after [ ] are subject to redemption prior to their stated maturities at the option of the District at any time on or after [ ], as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion may determine, at the redemption price equal to the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of a maturity is to be called for redemption, the Registrar shall select by lot the portion or portions of such maturity to be redeemed.

[Sinking Fund Redemption]

Bonds shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Bond Resolution.

Notice of redemption of this Bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.]

This Bond is not a general obligation of the District, may not be paid from funds derived from any portion of its general fund, and is secured solely by the District's irrevocable pledge of amounts received by it in respect of the limited tax levy authorized by the Act. In the Bond Resolution the District covenants that it shall cause to be made annually, in addition to all other taxes, a special levy of taxes against all of the taxable property in the District for the purpose of paying and sufficient to pay in full the principal of and interest on this Bond as and when such principal and interest, respectively, become due, as authorized by the Act, together with any other bonds or obligations validly issued by the District pursuant to the Act, subject to the

limitations set forth therein, and that it irrevocably pledges amounts received by the District in respect thereof to such payment.

The District has, in the Bond Resolution, designated the Bonds as “qualified tax-exempt obligations” described in Section 265(b) of the Internal Revenue Code of 1986, as amended.

AS PROVIDED IN THE BOND RESOLUTION, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION, “DTC”), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this Bond and the Refunded Bonds, does not exceed any limitation imposed by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

**IN WITNESS WHEREOF**, the District has caused this Bond to be executed on its behalf by the original or facsimile signature of the President of its Board of Education and attested by the original or facsimile signature of the Secretary of said Board of Education, all as of the Date of Original Issue shown above.

**CASS COUNTY SCHOOL DISTRICT 0022  
(WEEPING WATER PUBLIC SCHOOLS)  
IN THE STATE OF NEBRASKA**

ATTEST:

\_\_\_\_\_  
(Sample – Do not sign)  
Secretary, Board of Education

\_\_\_\_\_  
(Sample – Do not sign)  
President, Board of Education

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Bond is one of the Bonds of the series designated therein issued under the provisions of the Bond Resolution and has been registered to the owner named in said Bond and recorded in the books of record maintained by the undersigned Registrar for said issue of Bonds.

\_\_\_\_\_, as Bond  
Registrar and Paying Agent

By:

\_\_\_\_\_

Its Authorized Officer

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of registration in the office of the within mentioned Registrar with full power of substitution in the premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

Witness: \_\_\_\_\_

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

**Section 5.** (a) After being executed by the President and the Secretary of the Board, in accordance with Section 2(e) hereof, the Bonds shall be delivered to the Registrar for registration and authentication. The Superintendent of Schools shall be responsible for the

delivery of the Bonds and for all other ministerial acts relating to the Bonds. The Authorized Officers, or each individually, are hereby authorized to take all actions necessary to effect the delivery of the Bonds to the Purchaser, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of the Bonds, which transcript shall be delivered to the Purchaser.

**Section 6.** (a) The District is authorized to sell the Bonds to Piper Sandler & Co., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is further authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or any individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The District is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Piper Sandler & Co., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The District is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the District or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 7.** (a) Proceeds of the Bonds, together with funds of the District held for the payment of the Refunded Bonds and other District moneys, if necessary, shall be deposited with the Union Bank and Trust Company in Lincoln, Nebraska, as registrar and paying agent

with respect to the Refunded Bonds (the “**Refunded Bonds Registrar**”), to be applied to redeem the Refunded Bonds on the Redemption Date at a redemption price equal to 100% of the principal amount thereof plus accrued interest on such principal amount to the Redemption Date. If requested by the Purchaser, such moneys may be deposited with an escrow agent acceptable to the District and the Purchaser prior to their deposit with the Refunded Bonds Registrar. The Board hereby covenants and agrees that the District shall take all steps necessary and appropriate to provide for the calling and redemption of the Refunded Bonds on the Redemption Date.

(b) Accrued interest, if any, received upon closing of the Bonds shall be deposited in the Bond Fund described herein and applied to interest falling due on the Bonds on the first Interest Payment Date.

(c) Proceeds of the Bonds may be disbursed by the District to pay the costs of issuing the Bonds. The District may also pay such costs from its general fund.

**Section 8.** The holders of the Bonds shall be subrogated to all rights of the holders of the Refunded Bonds as described in this Resolution, except for their rights to payment from the deposit with respect to the Refunded Bonds as described in Section 7 hereof.

**Section 9.** The Board, acting for and on behalf of the District, hereby represents, warrants, covenants and agrees that it shall cause to be levied and collected annually, in addition to all other taxes, such portion of the tax levy specified in subparagraph (5) of the Act against all taxable property in the District as shall be necessary for the purpose of paying and sufficient to pay the principal of and interest on the Bonds as and when such principal and interest, respectively, become due according to the terms thereof; provided, however, that such levy shall never exceed the limitation provided for in said subparagraph (5) of the Act. The amount of the levy for each such year shall be the amount required in order to provide the District with funds sufficient to pay in full such principal of and interest on the Bonds as and when such principal and interest, respectively, become due according to the terms of the Bonds, subject to the limitation set forth in the Act. All revenues and receipts of the tax levy authorized by the Act shall be deposited in the Bond Fund as and when received. Such tax levy and all receipts therefrom are pledged to the payment of debt service on the Bonds. The District further agrees to direct the application of such tax levy moneys held by the County Treasurer of Cass County and the county treasurer of any other county in which portions of the District may lie to the payment of the Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Bonds, there shall be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Bonds as they fall due.

**Section 10.** (a) The Board hereby establishes a Bond Fund of the District (the “**Bond Fund**”), into which there shall be deposited as and when received all proceeds of the tax levy described in Section 9 hereof. All amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due, including any redemption date, and paying the usual and customary fees and expenses of the Registrar.

(b) The District Treasurer or any other Authorized Officer is authorized and directed to withdraw from the Bond Fund and forward to the Registrar sums sufficient to pay principal of and premium, if any, and interest on the Bonds as and when the same become due, and also to

pay the charges made by the Registrar for acting in such capacity in the payment of the principal of and the interest on the Bonds, and the charges shall be forwarded to the Registrar over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the owners of the Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Registrar to return the funds to the District. All moneys deposited with the Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after the payment or the defeasance of all the bonds issued under the Act shall be transferred to the general fund of the District.

**Section 11.** (a) The District covenants and agrees that (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (ii) it will not use or permit the use of any proceeds of the Bonds 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 on the Bonds. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times and in the amounts as determined by its Federal Tax Certificate. Notwithstanding anything to the contrary contained herein, the Federal Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond”.

(e) 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:

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

(ii) none of the Bonds, the Refunded Bonds, the Series 2010 Bonds, or the Series 2009 Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Refunded Bonds, the Series 2010 Bonds and the Series 2009 Bonds were used for local governmental activities of the District;

(iv) each of the Refunded Bonds, the Series 2010 Bonds and the Series 2009 Bonds were exempt from arbitrage rebate under the “small-issuer exception” of Section 148(f)(4)(D) of the Code;

(v) the weighted average maturity of the Bonds will not exceed the remaining weighted average maturity of the Refunded Bonds; and

(vi) no Bond matures more than 30 years after the issuance date of the Series 2009 Bonds (August 27, 2009).

(f) The Board hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the Board hereby represents that:

(i) 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 current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including 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 current calendar year, including the Bonds, 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 Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Any Authorized Officer shall take such other action as may be necessary to make effective the designation in this subsection (f).

(g) The Board 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 Bonds 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 these policies and procedures from time to time without notice.

**Section 12.** The use and distribution, whether publicly or privately, of any official statement, offering circular, term sheet or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

If requested by the Purchaser, the District shall provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

**Section 13.** The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of the Act and Section 10-142, Reissue Revised Statutes of Nebraska, as amended.

**Section 14.** The District’s obligations under this Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds, or portions thereof, shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If money shall have been deposited in accordance with the terms hereof with the escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding.

**Section 15.** Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each of the Authorized Officers and all other officers, employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) directs, authorizes, and delegates to each of the Authorized Officers the right, power, and authority to exercise such officers' own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any Authorized Officer or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

**Section 16.** Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with the laws of the State of Nebraska. Moneys held in such funds and accounts may be invested by the District or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of Section 11 hereof. All interest on any authorized investment held in any fund or account shall accrue to and become a part of such fund or account.

**Section 17.** If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

**Section 18.** To the extent any portion of any and all prior resolutions of the District with respect to the Bonds is in conflict with the provisions of this Resolution, to the extent of such conflicts, the same are hereby repealed.

**Section 19.** This Resolution shall take effect and be in force from and after its passage as provided by law.

\* \* \* \* \*

DATED January 18, 2021.

**CASS COUNTY SCHOOL DISTRICT 0022  
(WEEPING WATER PUBLIC SCHOOLS) IN  
THE STATE OF NEBRASKA**

By: \_\_\_\_\_  
President, Board of Education

Attest:

By: \_\_\_\_\_  
Secretary, Board of Education

## **EXHIBIT A**

### **POST-ISSUANCE TAX COMPLIANCE PROCEDURES**

#### **General**

In connection with the issuance by the District of its Limited Tax Obligation Refunding Bonds, Series 2021 (the “**Bonds**”), Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds 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. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

#### **Designation of Responsible Person**

The District’s Superintendent of Schools of (the “**Superintendent**”) shall maintain an inventory of the Bonds and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Bond-financed assets must be reviewed and approved by the Superintendent.

#### **Post-Issuance Compliance Requirements**

##### External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds 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 issuance of the Bonds. 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 Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds 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 Bond-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 Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond 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 Bond proceeds.

### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, 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 Bond 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 Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond 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 Bonds; 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 issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds).

### Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds 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 Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-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 Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-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 Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, 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 issuance of the Bonds, 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 Bonds (including refunding bonds, if any) plus at least three years:

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

---

# Weeping Water Public Schools

## Refunding Analysis of 2015 & 2015 B Limited Tax Bonds

Jay Spearman  
Senior Vice President  
402-599-0307  
Jay.Spearman@psc.com

**Weeping Water Public Schools**  
**Refunding Analysis of Series 2015 A & B Limited Tax Bonds**

**Outstanding Limited Tax Bonds**

<u>Maturity</u>	<u>2015 A</u>	<u>2015 B</u>	<u>Total</u>	<u>Rate</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Savings</u>
12/15/2021	54,200.00	32,095.00	86,295.00	0.400%	85,000.00	1070.14	86,070.14	224.86
12/15/2022	53,275.00	26,555.00	79,830.00	0.450%	75,000.00	1097.50	76,097.50	3,732.50
12/15/2023	52,275.00	26,042.50	78,317.50	0.500%	75,000.00	760.00	75,760.00	2,557.50
12/15/2024	<u>51,175.00</u>	<u>20,480.00</u>	<u>71,655.00</u>	<u>0.550%</u>	<u>70,000.00</u>	<u>385.00</u>	<u>70,385.00</u>	<u>1,270.00</u>
	\$ 210,925.00	\$ 105,172.50	\$ 316,097.50	0.500%	\$ 305,000.00	\$ 3,312.64	\$ 308,312.64	\$ 7,784.86
	2.093%	2.201%		1.084%			Rounding Amt:	<u>91.28</u>
							Total Savings:	\$ 7,876.14

**Series 2021 Limited Tax Refunding Bonds**

**Sources of Funds**

Par Amount of Bonds:	\$ 305,000.00
Transfers from Prior Issues:	<u>500.00</u>
	\$ 305,500.00

**Uses of Funds**

Refund 2015 LT Bonds:	\$ 301,608.72
Rounding Amount:	91.28
Paying Agent:	750.00
Costs of Issuance:	<u>3,050.00</u>
Total Uses:	\$ 305,500.00

**WEeping WATER PUBLIC SCHOOLS**  
**SERIES 2015 LIMITED TAX OBLIGATION REFUNDING BONDS**  
**CALLABLE 5/13/20**  
**FINAL NUMBERS**

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
03/17/2021	200,000.00	1,073.33	201,073.33	-	-	-	-	-
06/15/2021	-	-	-	-	-	2,100.00	2,100.00	-
12/15/2021	-	-	-	50,000.00	1.850%	2,100.00	52,100.00	54,200.00
06/15/2022	-	-	-	-	-	1,637.50	1,637.50	-
12/15/2022	-	-	-	50,000.00	2.000%	1,637.50	51,637.50	53,275.00
06/15/2023	-	-	-	-	-	1,137.50	1,137.50	-
12/15/2023	-	-	-	50,000.00	2.200%	1,137.50	51,137.50	52,275.00
06/15/2024	-	-	-	-	-	587.50	587.50	-
12/15/2024	-	-	-	50,000.00	2.350%	587.50	50,587.50	51,175.00
<b>Total</b>	<b>\$200,000.00</b>	<b>\$1,073.33</b>	<b>\$201,073.33</b>	<b>\$200,000.00</b>	<b>-</b>	<b>\$10,925.00</b>	<b>\$210,925.00</b>	<b>-</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	3/17/2021
Average Life	2.244 Years
Average Coupon	2.1946790%
Weighted Average Maturity (Par Basis)	2.244 Years
Weighted Average Maturity (Original Price Basis)	2.244 Years

**Refunding Bond Information**

Refunding Dated Date	3/17/2021
Refunding Delivery Date	3/17/2021

**WEEPING WATER PUBLIC SCHOOLS**

**SERIES 2015B LIMITED TAX OBLIGATION REFUNDING BONDS**

CALLABLE 12/16/20

FINAL NUMBERS

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
03/17/2021	100,000.00	535.39	100,535.39	-	-	-	-	-
06/15/2021	-	-	-	-	-	1,047.50	1,047.50	-
12/15/2021	-	-	-	30,000.00	1.800%	1,047.50	31,047.50	32,095.00
06/15/2022	-	-	-	-	-	777.50	777.50	-
12/15/2022	-	-	-	25,000.00	2.050%	777.50	25,777.50	26,555.00
06/15/2023	-	-	-	-	-	521.25	521.25	-
12/15/2023	-	-	-	25,000.00	2.250%	521.25	25,521.25	26,042.50
06/15/2024	-	-	-	-	-	240.00	240.00	-
12/15/2024	-	-	-	20,000.00	2.400%	240.00	20,240.00	20,480.00
<b>Total</b>	<b>\$100,000.00</b>	<b>\$535.39</b>	<b>\$100,535.39</b>	<b>\$100,000.00</b>	<b>-</b>	<b>\$5,172.50</b>	<b>\$105,172.50</b>	<b>-</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	3/17/2021
Average Life	2.094 Years
Average Coupon	2.2140048%
Weighted Average Maturity (Par Basis)	2.094 Years
Weighted Average Maturity (Original Price Basis)	2.094 Years

**Refunding Bond Information**

Refunding Dated Date	3/17/2021
Refunding Delivery Date	3/17/2021

**WEEPING WATER PUBLIC SCHOOLS**

SERIES 2021 LIMITED TAX OBLIGATION REFUNDING BONDS

SERIES 2015 A & B BONDS CALLED 3/17/21 @ PAR

ESTIMATED NUMBERS

**Sources & Uses**

Dated 03/17/2021 | Delivered 03/17/2021

**Sources Of Funds**

Par Amount of Bonds	\$305,000.00
Transfers from Prior Issue Debt Service Funds	500.00

**Total Sources** **\$305,500.00**

**Uses Of Funds**

Deposit to Current Refunding Fund	301,608.72
Costs of Issuance	3,050.00
Paying Agent	750.00
Rounding Amount	91.28

**Total Uses** **\$305,500.00**

## WEeping WATER PUBLIC SCHOOLS

### SERIES 2021 LIMITED TAX OBLIGATION REFUNDING BONDS

SERIES 2015 A & B BONDS CALLED 3/17/21 @ PAR

ESTIMATED NUMBERS

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/17/2021	-	-	-	-	-
12/15/2021	85,000.00	0.400%	1,070.14	86,070.14	86,070.14
06/15/2022	-	-	548.75	548.75	-
12/15/2022	75,000.00	0.450%	548.75	75,548.75	76,097.50
06/15/2023	-	-	380.00	380.00	-
12/15/2023	75,000.00	0.500%	380.00	75,380.00	75,760.00
06/15/2024	-	-	192.50	192.50	-
12/15/2024	70,000.00	0.550%	192.50	70,192.50	70,385.00
<b>Total</b>	<b>\$305,000.00</b>	<b>-</b>	<b>\$3,312.64</b>	<b>\$308,312.64</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$662.06
Average Life	2.171 Years
Average Coupon	0.5003568%
Net Interest Cost (NIC)	0.9610432%
True Interest Cost (TIC)	0.9678840%
Bond Yield for Arbitrage Purposes	0.5001359%
All Inclusive Cost (AIC)	1.0839931%

### IRS Form 8038

Net Interest Cost	0.5003568%
Weighted Average Maturity	2.171 Years

## WEEPING WATER PUBLIC SCHOOLS

SERIES 2021 LIMITED TAX OBLIGATION REFUNDING BONDS

SERIES 2015 A & B BONDS CALLED 3/17/21 @ PAR

ESTIMATED NUMBERS

### Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
03/17/2021	-	(91.28)	(500.00)	(408.72)	-
06/15/2021	-	-	3,147.50	3,147.50	-
12/15/2021	86,070.14	86,070.14	83,147.50	(2,922.64)	(183.86)
06/15/2022	548.75	548.75	2,415.00	1,866.25	-
12/15/2022	75,548.75	75,548.75	77,415.00	1,866.25	3,732.50
06/15/2023	380.00	380.00	1,658.75	1,278.75	-
12/15/2023	75,380.00	75,380.00	76,658.75	1,278.75	2,557.50
06/15/2024	192.50	192.50	827.50	635.00	-
12/15/2024	70,192.50	70,192.50	70,827.50	635.00	1,270.00
<b>Total</b>	<b>\$308,312.64</b>	<b>\$308,221.36</b>	<b>\$315,597.50</b>	<b>\$7,376.14</b>	<b>-</b>

#### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	7,625.06
Net PV Cashflow Savings @ 1.084%(AIC)	7,625.06
Transfers from Prior Issue Debt Service Fund	(500.00)
Contingency or Rounding Amount	91.28
Net Present Value Benefit	\$7,216.34
Net PV Benefit / \$300,000 Refunded Principal	2.405%
Net PV Benefit / \$305,000 Refunding Principal	2.366%

#### Refunding Bond Information

Refunding Dated Date	3/17/2021
Refunding Delivery Date	3/17/2021

January 18, 2021  
Weeping Water, Nebraska

A meeting of the Board of Education (the "Board") of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the "District") was held at 6:00 p.m. on Monday, January 18, 2021, in the Conference Room of the District's school building located at 204 West O Street, Weeping Water, 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 advance 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 and complete 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.

\* \* \* \* \*

(Other Business)

\* \* \* \* \*

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

**A RESOLUTION AUTHORIZING THE EARLY REDEMPTION OF THE DISTRICT'S OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015, AND ITS OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015B, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.**

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 Board Members voted in favor of the passage and adoption of said Resolution:

\_\_\_\_\_  
\_\_\_\_\_.

The following Board Members voted against the same: \_\_\_\_\_.

The following Board Members were absent or did not vote: \_\_\_\_\_.

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

\* \* \* \* \*

(Other Business)

\* \* \* \* \*

Board Member \_\_\_\_\_ then introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 4:

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA OF ITS LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; 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 Board Members voted in favor of the passage and adoption of said Resolution:

\_\_\_\_\_  
\_\_\_\_\_.

The following Board Members voted against the same: \_\_\_\_\_.

The following Board Members were absent or did not vote: \_\_\_\_\_.

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

\* \* \* \* \*

(Other Business)

\* \* \* \* \*

Motion to adjourn.

DATED January 18, 2021.

---

President, Board of Education

ATTEST:

---

Secretary, Board of Education

ATTACHMENT 1

AFFIDAVIT OF PUBLICATION OR CERTIFICATE OF POSTING OF NOTICE OF MEETING

**CERTIFICATE OF POSTING**

The undersigned certifies that Notice of a Meeting of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “District”), held at 6:00 p.m. on Monday, January 18, 2021, in the Conference Room of the District’s school building located at 204 West O Street, Weeping Water, 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 \_\_\_\_\_, 2021.

---

---

---

---

DATED January 18, 2021.

Title: \_\_\_\_\_

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

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

**ACKNOWLEDGMENT OF RECEIPT OF  
ADVANCE NOTICE OF MEETING**

The undersigned Members of the Board of Education of Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 6:00 p.m. on Monday, January 18, 2021, in the Conference Room of the District's school building located at 204 West O Street, Weeping Water, Nebraska.

DATED January 18, 2021.

---

---

---

---

---

---

---

ATTACHMENT 3  
CALL RESOLUTION

See Tab #4

**A RESOLUTION AUTHORIZING THE EARLY REDEMPTION OF THE DISTRICT'S OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015, AND ITS OUTSTANDING LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2015B, IN SUCH AMOUNTS AND FROM SUCH MATURITIES AS SHALL BE DETERMINED BY THE AUTHORIZED OFFICIALS OF THE DISTRICT.**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:**

**Section 1.** (a) Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the "**District**") previously issued its Limited Tax Obligation Refunding Bonds, Series 2015, dated May 13, 2015, in the original aggregate principal amount of \$505,000 (the "**Series 2015A Bonds**"), of which \$200,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015A Bonds pursuant to a resolution duly passed and adopted by the District's Board of Education (the "**Board**") on April 8, 2015 (the "**Series 2015A Bond Resolution**") to (a) refund and redeem all or a portion of the District's Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2009, dated August 27, 2009 (the "**Series 2009 Bonds**"), and (b) pay the costs of issuing the Series 2015A Bonds. The District issued the Series 2009 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2009 Bonds.

(b) The District also previously issued its Limited Tax Obligation Refunding Bonds, Series 2015B, dated December 16, 2015, in the original aggregate principal amount of \$235,000 (the "**Series 2015B Bonds**" and together with the Series 2015A Bonds, the "**Prior Bonds**"), of which \$100,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015B Bonds pursuant to a resolution duly passed and adopted by the Board on November 11, 2015 (the "**Series 2015B Bond Resolution**" and together with the Series 2015A Bond Resolution, the "**Prior Resolutions**") to (a) refund and redeem all or a portion of the District's Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2010, dated December 28, 2010 (the "**Series 2010 Bonds**"), and (b) pay the costs of issuing the Series 2015B Bonds. The District issued the Series 2010 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2010 Bonds.

**Section 2.** (a) As set forth in the Series 2015A Bond Resolution, the Series 2015A Bonds maturing on or after December 15, 2020 are subject to redemption at any time on or after May 13, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015A Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(b) As set forth in the Series 2015B Bond Resolution, the Series 2015B Bonds maturing on or after December 15, 2021 are subject to redemption at any time on or after

December 16, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015B Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

**Section 3.** Subject to the conditions set forth herein, the Board hereby authorizes the early redemption and prepayment of the outstanding Prior Bonds (a maturity schedule of which is attached hereto as Schedule I). The Board authorizes and directs the President of the Board or the Superintendent of Schools (each, including any person authorized to act on such official's behalf, an "**Authorized Officer**") to determine the principal amount and the maturities of the Prior Bonds that are to be called for redemption prior to maturity (hereinafter referred to as the "**Refunded Bonds**") on a date to be determined by an Authorized Officer (the "**Redemption Date**"). Such determinations shall be set forth in a certificate of the Authorized Officer.

**Section 4.** On the Redemption Date, the principal of the Refunded Bonds, together with all accrued interest to but not including the Redemption Date, shall be paid upon presentation and surrender thereof at the office of Union Bank and Trust Company, in Lincoln, Nebraska, as paying agent and registrar for the Prior Bonds (the "**Registrar**").

**Section 5.** In accordance with the Prior Resolutions:

(a) not later than 35 days prior to the Redemption Date (or such other date as may be acceptable to the Registrar), the Authorized Officers, or each individually, are hereby directed to file a copy of this Resolution with the Registrar; and

(b) upon receipt of this Resolution, the Registrar is hereby instructed to mail notice of the redemption of the Refunded Bonds to each registered owner thereof not less than 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then registered owners of the Refunded Bonds); and

(c) not later than 10 business days following its mailing of the redemption notice, the Registrar is further directed to file such redemption notice with the Municipal Securities Rulemaking Board and its EMMA portal.

**Section 6.** This Resolution shall be in full force and take effect from and after its passage as provided by law. The redemption of the Refunded Bonds authorized by this Resolution is subject to the prior issuance by the District of its Limited Tax Obligation Refunding Bonds, Series 2021 (the "**Refunding Bonds**"). This Resolution shall have no force and effect if the Refunding Bonds are not issued within one year of the date hereof.

DATED January 18, 2021.

ATTEST:

---

President, Board of Education

---

Secretary, Board of Education

**SCHEDULE I**

**SCHEDULE OF OUTSTANDING SERIES 2015A BONDS**

<b><u>Maturity Date</u></b> <b><u>(December 15)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>
2021	\$50,000	1.85%
2022	50,000	2.00
2023	50,000	2.20
2024	50,000	2.35

**SCHEDULE OF OUTSTANDING SERIES 2015B BONDS**

<b><u>Maturity Date</u></b> <b><u>(December 15)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>
2021	\$30,000	1.80%
2022	25,000	2.05
2023	25,000	2.25
2024	20,000	2.40

ATTACHMENT 4  
BOND RESOLUTION

See Tab #3

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA OF ITS LIMITED TAX OBLIGATION REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:**

**Section 1.** The Board of Education (the “**Board**”) of Cass County School District 0022 (Weeping Water Public 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 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of more than 1,000 and not more than 150,000 inhabitants.

(b) Sections 79-10,110 and 79-10,110.01, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), authorize the District to (i) issue refunding bonds to refinance the costs of constructing and equipping new public school facilities, acquiring land on which such facilities were to be constructed, or expanding, rehabilitating, modernizing, renovating, repairing or equipping any existing school facilities under its control, and (ii) levy a special, limited tax described therein for the payment of such bonds.

(c) The District previously issued its Limited Tax Obligation Refunding Bonds, Series 2015, dated May 13, 2015, in the original aggregate principal amount of \$505,000 (the “**Series 2015A Bonds**”), of which \$200,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015A Bonds pursuant to a resolution duly passed and adopted by the Board on April 8, 2015 (the “**Series 2015A Bond Resolution**”) to (a) refund and redeem all or a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment),

Series 2009, dated August 27, 2009 (the “**Series 2009 Bonds**”), and (b) pay the costs of issuing the Series 2015A Bonds. The District issued the Series 2009 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2009 Bonds.

(d) The District also previously issued its Limited Tax Obligation Refunding Bonds, Series 2015B, dated December 16, 2015, in the original aggregate principal amount of \$235,000 (the “**Series 2015B Bonds**” and together with the Series 2015A Bonds, the “**Prior Bonds**”), of which \$100,000 in aggregate principal amount are presently outstanding. The District authorized the issuance of the Series 2015B Bonds pursuant to a resolution duly passed and adopted by the Board on November 11, 2015 (the “**Series 2015B Bond Resolution**” and together with the Series 2015A Bond Resolution, the “**Prior Resolutions**”) to (a) refund and redeem all or a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2010, dated December 28, 2010 (the “**Series 2010 Bonds**”), and (b) pay the costs of issuing the Series 2015B Bonds. The District issued the Series 2010 Bonds pursuant to a resolution duly adopted by the Board for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2010 Bonds.

(e) Since the issuance of the Prior Bonds, the rates of interest available in the markets have declined such that the District can effect a savings in interest costs by providing for payment in all or part of the Prior Bonds through the issuance of its limited tax obligation refunding bonds pursuant to the Act.

(f) As set forth in the Series 2015A Bond Resolution, the Series 2015A Bonds maturing on or after December 15, 2020 are subject to redemption at any time on or after May 13, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015A Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(g) As set forth in the Series 2015B Bond Resolution, the Series 2015B Bonds maturing on or after December 15, 2021 are subject to redemption at any time on or after December 16, 2020, as a whole or in part, at a redemption price equal to the principal amount of the Series 2015B Bonds called for redemption, plus accrued interest on such principal amount being redeemed to the date of redemption.

(h) By resolution of the Board adopted on January 18, 2021, the Board has duly authorized the redemption of all or a portion of the principal amount of the District’s outstanding Prior Bonds (the “**Refunded Bonds**”) on a date to be determined by the Superintendent of Schools or the President of the Board (the “**Redemption Date**”), all in accordance with redemption provisions set forth in the Prior Resolutions, after which date

interest on such bonds shall cease. The redemption of the Refunded Bonds is conditioned on and subject to the issuance by the District of the refunding bonds authorized herein.

(i) The District has on hand no debt service or other sinking fund monies for the payment of principal and interest on the Prior Bonds other than monies, if any, which are to be deposited in accordance with Section 7 of this Resolution.

(j) To provide funds for the redemption of the Refunded Bonds, it is necessary and advisable that the District issue its limited tax obligation refunding bonds.

(k) To pay the principal of and the interest on the bonds herein authorized, the District will need to levy an annual tax not to exceed five and one-fifth cents (\$0.052) per one hundred dollars (\$100) of taxable valuation on the taxable property of the District in each year such bonds are outstanding, subject to the limits of the Act.

(l) 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 bonds described herein.

(m) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

**Section 2.** (a) The Board hereby authorizes the issuance and delivery of one or more series of negotiable limited tax obligation refunding bonds of the District in the aggregate principal amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000), designated as “Limited Tax Obligation Refunding Bonds, Series 2021” (the “**Bonds**”) or such other designation as shall be made by the President of the Board, the Vice President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an “**Authorized Officer**”), or by any individually. Unless otherwise determined by an Authorized Officer, the Bonds shall mature and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months, shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated herein (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance.

(b) The Authorized Officers, or any individually, is authorized and directed, in the exercise of such officers’ independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to the Bonds herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution: (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 2, (iii) the dates and years in which each principal maturity shall occur and the principal amount to mature or to be paid in each of such years, (iv) the date of final maturity, which shall not be later than December 15, 2024, (v) the date or dates upon which the Bonds shall be sold, which shall not be later than one year from the date of this Resolution, (vi) the rate or rates of interest to be carried by each maturity of the Bonds, provided that such rates generate positive debt service savings,

(vii) the method by which such rates of interest shall be calculated, (viii) the dates on which interest shall be paid, (ix) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (x) the form, content, terms and provisions of any bond purchase agreement entered into by the District with an Underwriter or any loan agreement between the District and the Lender, all as set forth in Section 6 hereof, (xi) the identity of the Underwriter, the Placement Agent or the Lender of the Bonds, as applicable (each, a “**Purchaser**”), in accordance with Section 6 hereof, (xii) the fee of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of each series, (xiii) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s discount and any original issue discount), (xiv) the form and contents of any preliminary and final official statement or other offering materials of the District utilized in connection with any offering or sale of each series to the public or of any term sheet or request for lenders in connection with any loan, (xv) the identity of the Registrar, (xvi) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds and (xvii) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution.

(c) (i) Unless otherwise determined by an Authorized Officer, the Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion, shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all of the Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

(ii) The Authorized Officers, or each individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Registrar shall select and call for redemption, in accordance with this subsection (c), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Registrar shall become due and payable on such date. If Term Bonds are redeemed at the option of the District pursuant to Section 2(c)(i), the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2(c)(i), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Payment Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such District certificate by the principal amount of Term Bonds so redeemed pursuant to Section 2(c)(i). Any credit given to Mandatory Sinking Fund

Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

(iii) Bonds subject to redemption shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution.

(iv) Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owners (or such shorter period as may be acceptable to the then registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Bonds at the respective rates for each maturity is payable semiannually on each interest payment date determined in accordance with this Section 2 (each of said dates, an “**Interest Payment Date**”) from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of

each Bond at such registered owner's address as it appears on the bond register maintained by the Registrar or its successor as of the close of business on the 15<sup>th</sup> day (whether or not a business day) immediately preceding each Interest Payment Date (the "**Record Date**") subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar at its designated corporate trust office.

If any payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(e) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and the Secretary of the Board (including such other persons authorized to sign on their behalf). In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(f) If any Bond is mutilated, lost, stolen or destroyed, the District shall execute a new Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. If such Bond shall have matured, instead of issuing a duplicate Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Bond with their reasonable fees and expenses for such service.

(g) Unless otherwise directed by the Purchaser, the Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "**Depository**"), with one typewritten bond per maturity being issued to the Depository. In such

connection the officers of the District are authorized to execute and deliver a Letter of Representations (the “**Letter of Representations**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. If the Bonds are issued as “book-entry-only” bonds, the following provisions shall apply:

(i) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (v) below.

(ii) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Registrar to do so, the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (B) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(iii) If the District determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all

payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(v) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee; or

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of the Registrar and Paying Agent Agreement.

(vi) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bonds as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the President and Secretary of the Board, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting President and Secretary of the Board.

**Section 3.** (a) The Registrar designated pursuant to Section 2(b) hereof, shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled “**Registrar and Paying Agent Agreement**” between the District and the Registrar; provided, however, if the Registrar is the District Treasurer there need not be a Registrar and Paying Agent Agreement. The Authorized Officers, or each individually, is hereby authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Authorized Officers, or each individually, is authorized to remove the Registrar as provided herein if such officer determines such removal is in the best interest of the District. Upon such removal, the Authorized Officers, or each individually, is authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the

Board pursuant to this Resolution, but with such changes as such officer shall deem appropriate or necessary.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Registrar on behalf of the District will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Bonds by this Resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Bonds issued upon transfer or exchange of Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Bonds shall be in default, the Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bonds shall be dated as of their date of original issue. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

(d) The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the District for such purposes. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 3. As provided in Section 10 hereof, on or before each principal or interest due date, without further order of the Board, the Treasurer of the Board or an Authorized Officer shall transmit from the Bond Fund (hereinafter established) to the Registrar money sufficient for payment of all principal and interest then due. Payments of principal due at maturity or at any date fixed for redemption prior

to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond. The District and the Registrar may treat the registered owner of any Bonds as the absolute owner of such Bond for purposes of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the amount or amounts so paid.

**Section 4.** The Bonds shall be in substantially the following form:

(Form of Bond)

No. \_\_\_\_\_ \$

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
CASS COUNTY SCHOOL DISTRICT 0022  
(WEEPING WATER PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION REFUNDING BONDS  
SERIES 2021**

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>	<u>CUSIP Number</u>
_____, 2021	[        ], 20__	%	_____

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** \_\_\_\_\_ THOUSAND DOLLARS

**CASS COUNTY SCHOOL DISTRICT 0022 (WEEPING WATER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA** (the “District”) promises to pay to the order of the Registered Owner, or its registered assigns, the Principal Amount of this Bond upon presentation and surrender hereof on the Date of Maturity at the corporate trust offices of \_\_\_\_\_, \_\_\_\_\_, Nebraska, as Bond Registrar and Paying Agent (the “Registrar”).

The District also promises to pay interest on said Principal Amount on [        ] and [        ] of each year, commencing [        ], 2021 (each of such dates an “Interest Payment Date”), at the Rate of Interest per annum indicated above until maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, from the Date of Original Issue or most recent Interest Payment Date, whichever is later. Interest on this Bond prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15<sup>th</sup> day (whether or a not a business day) immediately preceding each Interest Payment Date (the “Record Date”). Any

interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Bond is one of an issue of fully registered bonds (the “Bonds”) in the total principal amount of \$\_\_\_\_\_ of even date and like tenor herewith, except as to number, denomination, date of maturity, rate of interest and priority of redemption, which have been issued by the District for the purpose of refunding \$\_\_\_\_\_ in aggregate principal amount of Limited Tax Obligation Refunding Bonds, Series 2015, dated May 13, 2015 (the “Refunded Series 2015A Bonds”), and \$\_\_\_\_\_ in aggregate principal amount of Limited Tax Obligation Refunding Bonds, Series 2015B, dated December 16, 2015 (the “Refunded Series 2015B Bonds” and together with the Refunded Series 2015A Bonds, the “Refunded Bonds”).

The District authorized the issuance of the Refunded Series 2015A Bonds pursuant to a resolution duly passed and adopted by the Board of Education of the District (the “Board”) to (a) refund and redeem a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2009, dated August 27, 2009 (the “Series 2009 Bonds”), and (b) pay the costs of issuing the Series 2015A Bonds. The District issued the Series 2009 Bonds for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2009 Bonds.

The District authorized the issuance of the Refunded Series 2015B Bonds pursuant to a resolution duly passed and adopted by the Board to (a) refund and redeem a portion of the District’s Taxable Limited Tax Obligation Build America Bonds (Direct Payment), Series 2010, dated December 28, 2010 (the “Series 2010 Bonds”), and (b) pay the costs of issuing the Series 2015B Bonds. The District issued the Series 2010 Bonds for the purpose of (a) paying the costs of constructing, expanding, rehabilitating, modernizing, renovating, repairing and/or equipping public school facilities for use by the District and/or for the acquisition of land on which such public school facilities were to be located, and (b) paying the costs of issuing the Series 2010 Bonds.

The issuance of the Bonds has been duly authorized pursuant to Sections 79-10,110 and 79-10,110.01, Reissue Revised Statutes of Nebraska, as amended (the “Act”), and a resolution duly adopted by the Board (the “Bond Resolution”). The Act authorizes the District to impose a tax levy of not to exceed five and one-fifth cents (\$0.052) per one hundred dollars (\$100) of valuation on the taxable property located in the District for the purposes of providing for the payment of the principal of and interest on such Bonds.

The Bonds are issued as fully registered bonds, without coupons, in denominations of \$5,000 or whole multiples thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution pursuant to which the Bonds have been issued, this Bond is transferable by the Registered Owner hereof or his or her attorney duly authorized in writing, at the office of the Registrar, but only in the manner, subject to the limitations and upon payment of

the charges as set forth in the Bond Resolution, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The District and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

[The Bonds are not subject to redemption prior to maturity.]

[The Bonds maturing on or prior to [ ] are not subject to redemption prior to their stated maturities. The Bonds maturing on or after [ ] are subject to redemption prior to their stated maturities at the option of the District at any time on or after [ ], as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion may determine, at the redemption price equal to the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of a maturity is to be called for redemption, the Registrar shall select by lot the portion or portions of such maturity to be redeemed.

[Sinking Fund Redemption]

Bonds shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Bond Resolution.

Notice of redemption of this Bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.]

This Bond is not a general obligation of the District, may not be paid from funds derived from any portion of its general fund, and is secured solely by the District's irrevocable pledge of amounts received by it in respect of the limited tax levy authorized by the Act. In the Bond Resolution the District covenants that it shall cause to be made annually, in addition to all other taxes, a special levy of taxes against all of the taxable property in the District for the purpose of paying and sufficient to pay in full the principal of and interest on this Bond as and when such principal and interest, respectively, become due, as authorized by the Act, together with any other bonds or obligations validly issued by the District pursuant to the Act, subject to the

limitations set forth therein, and that it irrevocably pledges amounts received by the District in respect thereof to such payment.

The District has, in the Bond Resolution, designated the Bonds as “qualified tax-exempt obligations” described in Section 265(b) of the Internal Revenue Code of 1986, as amended.

AS PROVIDED IN THE BOND RESOLUTION, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION, “DTC”), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this Bond and the Refunded Bonds, does not exceed any limitation imposed by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

**IN WITNESS WHEREOF**, the District has caused this Bond to be executed on its behalf by the original or facsimile signature of the President of its Board of Education and attested by the original or facsimile signature of the Secretary of said Board of Education, all as of the Date of Original Issue shown above.

**CASS COUNTY SCHOOL DISTRICT 0022  
(WEEPING WATER PUBLIC SCHOOLS)  
IN THE STATE OF NEBRASKA**

ATTEST:

\_\_\_\_\_  
(Sample – Do not sign)  
Secretary, Board of Education

\_\_\_\_\_  
(Sample – Do not sign)  
President, Board of Education

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Bond is one of the Bonds of the series designated therein issued under the provisions of the Bond Resolution and has been registered to the owner named in said Bond and recorded in the books of record maintained by the undersigned Registrar for said issue of Bonds.

\_\_\_\_\_, as Bond  
Registrar and Paying Agent

By:

\_\_\_\_\_

Its Authorized Officer

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of registration in the office of the within mentioned Registrar with full power of substitution in the premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

Witness: \_\_\_\_\_

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

**Section 5.** (a) After being executed by the President and the Secretary of the Board, in accordance with Section 2(e) hereof, the Bonds shall be delivered to the Registrar for registration and authentication. The Superintendent of Schools shall be responsible for the

delivery of the Bonds and for all other ministerial acts relating to the Bonds. The Authorized Officers, or each individually, are hereby authorized to take all actions necessary to effect the delivery of the Bonds to the Purchaser, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of the Bonds, which transcript shall be delivered to the Purchaser.

**Section 6.** (a) The District is authorized to sell the Bonds to Piper Sandler & Co., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is further authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or any individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The District is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Piper Sandler & Co., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The District is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the District or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 7.** (a) Proceeds of the Bonds, together with funds of the District held for the payment of the Refunded Bonds and other District moneys, if necessary, shall be deposited with the Union Bank and Trust Company in Lincoln, Nebraska, as registrar and paying agent

with respect to the Refunded Bonds (the “**Refunded Bonds Registrar**”), to be applied to redeem the Refunded Bonds on the Redemption Date at a redemption price equal to 100% of the principal amount thereof plus accrued interest on such principal amount to the Redemption Date. If requested by the Purchaser, such moneys may be deposited with an escrow agent acceptable to the District and the Purchaser prior to their deposit with the Refunded Bonds Registrar. The Board hereby covenants and agrees that the District shall take all steps necessary and appropriate to provide for the calling and redemption of the Refunded Bonds on the Redemption Date.

(b) Accrued interest, if any, received upon closing of the Bonds shall be deposited in the Bond Fund described herein and applied to interest falling due on the Bonds on the first Interest Payment Date.

(c) Proceeds of the Bonds may be disbursed by the District to pay the costs of issuing the Bonds. The District may also pay such costs from its general fund.

**Section 8.** The holders of the Bonds shall be subrogated to all rights of the holders of the Refunded Bonds as described in this Resolution, except for their rights to payment from the deposit with respect to the Refunded Bonds as described in Section 7 hereof.

**Section 9.** The Board, acting for and on behalf of the District, hereby represents, warrants, covenants and agrees that it shall cause to be levied and collected annually, in addition to all other taxes, such portion of the tax levy specified in subparagraph (5) of the Act against all taxable property in the District as shall be necessary for the purpose of paying and sufficient to pay the principal of and interest on the Bonds as and when such principal and interest, respectively, become due according to the terms thereof; provided, however, that such levy shall never exceed the limitation provided for in said subparagraph (5) of the Act. The amount of the levy for each such year shall be the amount required in order to provide the District with funds sufficient to pay in full such principal of and interest on the Bonds as and when such principal and interest, respectively, become due according to the terms of the Bonds, subject to the limitation set forth in the Act. All revenues and receipts of the tax levy authorized by the Act shall be deposited in the Bond Fund as and when received. Such tax levy and all receipts therefrom are pledged to the payment of debt service on the Bonds. The District further agrees to direct the application of such tax levy moneys held by the County Treasurer of Cass County and the county treasurer of any other county in which portions of the District may lie to the payment of the Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Bonds, there shall be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Bonds as they fall due.

**Section 10.** (a) The Board hereby establishes a Bond Fund of the District (the “**Bond Fund**”), into which there shall be deposited as and when received all proceeds of the tax levy described in Section 9 hereof. All amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due, including any redemption date, and paying the usual and customary fees and expenses of the Registrar.

(b) The District Treasurer or any other Authorized Officer is authorized and directed to withdraw from the Bond Fund and forward to the Registrar sums sufficient to pay principal of and premium, if any, and interest on the Bonds as and when the same become due, and also to

pay the charges made by the Registrar for acting in such capacity in the payment of the principal of and the interest on the Bonds, and the charges shall be forwarded to the Registrar over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the owners of the Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Registrar to return the funds to the District. All moneys deposited with the Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after the payment or the defeasance of all the bonds issued under the Act shall be transferred to the general fund of the District.

**Section 11.** (a) The District covenants and agrees that (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (ii) it will not use or permit the use of any proceeds of the Bonds 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 on the Bonds. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times and in the amounts as determined by its Federal Tax Certificate. Notwithstanding anything to the contrary contained herein, the Federal Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond”.

(e) 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:

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

(ii) none of the Bonds, the Refunded Bonds, the Series 2010 Bonds, or the Series 2009 Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Refunded Bonds, the Series 2010 Bonds and the Series 2009 Bonds were used for local governmental activities of the District;

(iv) each of the Refunded Bonds, the Series 2010 Bonds and the Series 2009 Bonds were exempt from arbitrage rebate under the “small-issuer exception” of Section 148(f)(4)(D) of the Code;

(v) the weighted average maturity of the Bonds will not exceed the remaining weighted average maturity of the Refunded Bonds; and

(vi) no Bond matures more than 30 years after the issuance date of the Series 2009 Bonds (August 27, 2009).

(f) The Board hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the Board hereby represents that:

(i) 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 current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including 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 current calendar year, including the Bonds, 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 Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Any Authorized Officer shall take such other action as may be necessary to make effective the designation in this subsection (f).

(g) The Board 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 Bonds 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 these policies and procedures from time to time without notice.

**Section 12.** The use and distribution, whether publicly or privately, of any official statement, offering circular, term sheet or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

If requested by the Purchaser, the District shall provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

**Section 13.** The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of the Act and Section 10-142, Reissue Revised Statutes of Nebraska, as amended.

**Section 14.** The District’s obligations under this Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds, or portions thereof, shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If money shall have been deposited in accordance with the terms hereof with the escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding.

**Section 15.** Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each of the Authorized Officers and all other officers, employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) directs, authorizes, and delegates to each of the Authorized Officers the right, power, and authority to exercise such officers' own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any Authorized Officer or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

**Section 16.** Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with the laws of the State of Nebraska. Moneys held in such funds and accounts may be invested by the District or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of Section 11 hereof. All interest on any authorized investment held in any fund or account shall accrue to and become a part of such fund or account.

**Section 17.** If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

**Section 18.** To the extent any portion of any and all prior resolutions of the District with respect to the Bonds is in conflict with the provisions of this Resolution, to the extent of such conflicts, the same are hereby repealed.

**Section 19.** This Resolution shall take effect and be in force from and after its passage as provided by law.

\* \* \* \* \*

DATED January 18, 2021.

**CASS COUNTY SCHOOL DISTRICT 0022  
(WEEPING WATER PUBLIC SCHOOLS) IN  
THE STATE OF NEBRASKA**

By: \_\_\_\_\_  
President, Board of Education

Attest:

By: \_\_\_\_\_  
Secretary, Board of Education

## **EXHIBIT A**

### **POST-ISSUANCE TAX COMPLIANCE PROCEDURES**

#### **General**

In connection with the issuance by the District of its Limited Tax Obligation Refunding Bonds, Series 2021 (the “**Bonds**”), Cass County School District 0022 (Weeping Water Public Schools) in the State of Nebraska (the “**District**”) will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds 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. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

#### **Designation of Responsible Person**

The District’s Superintendent of Schools of (the “**Superintendent**”) shall maintain an inventory of the Bonds and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Bond-financed assets must be reviewed and approved by the Superintendent.

#### **Post-Issuance Compliance Requirements**

##### External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds 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 issuance of the Bonds. 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 Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds 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 Bond-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 Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond 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 Bond proceeds.

### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, 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 Bond 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 Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond 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 Bonds; 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 issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds).

### Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds 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 Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-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 Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-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 Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, 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 issuance of the Bonds, 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 Bonds (including refunding bonds, if any) plus at least three years:

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



**ENERGY SERVICES AGREEMENT  
BY AND BETWEEN  
WEeping WATER PUBLIC SCHOOL DISTRICT 13-0022  
AND  
AMERESCO, INC.**

DRAFT

## TABLE OF CONTENTS

### **SECTIONS**

1	Scope of Services
2	Ownership of ECM(s)
3	Financing and Ability to Pay
4	Contract Cost; Progress Payments
5	Term
6	Savings Guarantee
7	Right of Entry/Space
8	Changes in Services
9	Warranties
10	Customer's Responsibilities
11	Defaults
12	Remedies for Default
13	Dispute Resolution
14	Insurance and Bonds
15	Indemnification and Limitation of Liability
16	Agreement Interpretation and Venue
17	Privileged and Proprietary Information
18	Severability
19	Assignment and Subcontracting
20	Waiver
21	Force Majeure
22	Contract Documents
23	Notices
24	Records
25	Representations and Warranties
26	Additional Representation and Warranties of Customer
27	Independent Contractor
28	Negligent/Wrongful Acts
29	Further Documents and Events
30	Third Party Beneficiaries
31	Notifications of Governmental Action - Occupational Safety and Health
32	Appropriations; Termination for Convenience
33	References

### **ATTACHMENTS**

ATTACHMENT A	PROPERTY DESCRIPTION
ATTACHMENT B	SCOPE OF SERVICES
ATTACHMENT C	SAVINGS GUARANTEE
ATTACHMENT D(1)	DELIVERY AND ACCEPTANCE CERTIFICATE
ATTACHMENT D(2)	PERCENT COMPLETE ACKNOWLEDGEMENT CERTIFICATE
ATTACHMENT D(3)	SUBSTANTIAL COMPLETION CERTIFICATE

ATTACHMENT E	NOTICE TO PROCEED
ATTACHMENT F	CHANGE ORDER
ATTACHMENT G	MEASUREMENT AND VERIFICATION PLAN; METHODOLOGY OF CALCULATING SAVINGS
ATTACHMENT H	TRAINING
ATTACHMENT I	MEASUREMENT AND VERIFICATION FEE SCHEDULE
ATTACHMENT J	CUSTOMER'S MAINTENANCE RESPONSIBILITIES; STANDARDS OF SERVICE AND COMFORT

DRAFT

# ENERGY SERVICES AGREEMENT

BY AND BETWEEN

WEeping WATER PUBLIC SCHOOL DISTRICT 13-0022

AND

AMERESCO, INC.

**THIS ENERGY SERVICES AGREEMENT** (the “Agreement”) is entered into on February \_\_\_\_, 2021, by and between Weeping Water Public School District 13-0022 having its principal place of business located at 204 West O Street, Weeping Water, NE 68463 (hereinafter referred to as “**Customer**”) and Ameresco, Inc., having its principal place of business at 111 Speen Street, Suite 410, Framingham, MA 01701 (hereinafter referred to as “**Ameresco**”). The parties to this Agreement shall be collectively referred to as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, Customer issued a Request for Qualifications submitted on March 19, 2020 (the “**RFQ**”) seeking proposals from qualified energy service companies to provide performance-based services for the design and execution of an energy consumption reduction plan including acceptance of payment for such services via guaranteed cost savings accrued as a result of plan implementation;

**WHEREAS**, Ameresco has prepared and issued a Proposal to Customer, in response to the RFQ;

**WHEREAS**, Customer wishes Ameresco to perform a project (“**Project**”) consisting of certain energy conservation services and installations as set forth on Attachment B (as amended and/or otherwise modified from time to time as provided herein, the “**Scope of Services**”) at Customer’s facilities described in Attachment A (the “**Property**”), and Ameresco wishes to perform such services; and

**WHEREAS**, Customer owns and controls the Property.

**NOW, THEREFORE**, in consideration of the covenants, representations, warranties, and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **SECTION 1**                      Scope of Services

(a) **Work**: Upon Ameresco’s receipt of a “**Notice To Proceed**,” substantially in the form attached to this Agreement as Attachment E, Ameresco shall furnish all labor, materials and equipment and perform all work (the “**Work**”) required for the completion of the Scope of Services, including installation of the energy conservation and facility improvement measures (“**ECM(s)**”), included in the Scope of Services, as such Scope of Services may be modified in accordance with the terms of this Agreement. Customer and Ameresco shall mutually plan the scheduling of the installation of the ECM(s), so as to minimize disruption of the daily routine of Customer’s personnel.

(b) **Disposal**: As part of the Scope of Services Ameresco shall (i) be responsible for the disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs and (ii) cause all lamps which are classified as hazardous wastes by the rules and regulations of the U.S. Environmental Protection Agency (40 CFR Parts 260 through 279) and PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installation of the ECMs to be disposed of. All other existing PCB-contaminated ballasts, lamps and

any other hazardous materials, however, shall remain the sole responsibility of Customer and Ameresco shall assume no liability whatsoever in connection with their removal, transportation and disposal.

(c) Asbestos and Lead Paint:

(i) Asbestos: Ameresco's Scope of Services is predicated on the viability of the Project without Ameresco's encountering or disturbing asbestos or being required to perform any asbestos abatement or taking any other action with respect to asbestos. Customer hereby represents and warrants to Ameresco that there is no asbestos or other hazardous material in any area wherein Ameresco shall be performing the Scope of Services. If: (a) Ameresco encounters any friable asbestos which is in the vicinity of the Project that is not identified in the Scope of Services, (b) Ameresco determines that its work will result in the disturbance of asbestos containing material, or (c) Ameresco determines that the presence of asbestos containing material may impede Ameresco's work, Ameresco shall notify Customer of the same and Customer shall either: (x) at its cost, cause the asbestos to be lawfully removed, enclosed, encapsulated or otherwise abated in accordance with applicable laws, rules and regulations; (y) at its cost, provide written test reports showing that asbestos in that area has been properly removed, enclosed encapsulated or otherwise abated in accordance with applicable laws rules and regulations; or (z) abandon the Project and terminate this Agreement. If Ameresco cannot determine whether any particular material contains asbestos, Customer, upon Ameresco's written request, shall either: (I) at Customer's cost, lawfully perform tests or cause tests to be performed in order to determine whether such material contains asbestos and/or whether there are unacceptable levels of airborne particulate material containing asbestos and provide such test report to Ameresco; or (II) abandon the Project and terminate this Agreement. Under no circumstances shall Ameresco be required to handle asbestos. If Ameresco encounters asbestos that materially affects the Scope of Services or the Project schedule, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of asbestos until such time as Customer elects and performs one of the options afforded Customer as described in this Subsection. If Customer does not promptly take action, as provided herein, or notifies Ameresco that it shall not take such action, Ameresco may, at its option, either remove the affected area from its Scope of Services (and make commensurate adjustments to its rights and obligations) or terminate this Agreement in its entirety. Customer shall be responsible for payment of the portion of Scope of Services implemented prior to termination. Customer shall be responsible for any and all costs (including termination) incurred by Ameresco that relate to the presence of asbestos.

(ii) Lead Paint: Ameresco's Scope of Services is predicated on the viability of the Project without Ameresco's encountering or disturbing lead paint or being required to perform abatement or providing any notice or taking any other action with respect to lead paint. Customer hereby represents and warrants to Ameresco that there is no exposed lead paint in any area in which Ameresco shall be performing the Scope of Services. If Ameresco encounters lead paint in any area where it is to perform the Scope of Services, which performance would require disturbing lead paint, and Ameresco reasonably believes that such paint may be lead paint, Customer, upon Ameresco's written request, shall either (a) at Customer's cost, lawfully perform tests or cause tests to be performed in order to determine whether such paint contains lead and shall provide a test report to Ameresco; or (b) abandon the Project and terminate this Agreement. If such test report demonstrates the presence of lead paint or

Ameresco reasonably believes that performing its services under this Agreement is likely to cause the disturbance of lead paint in such a manner as to require Ameresco to provide any notification or take any actions pursuant to any federal, state or local laws, rules, or regulations and Ameresco notifies Customer of the same, Customer shall: (x) at its cost, cause the lead paint to be lawfully removed, or otherwise abated in accordance with applicable laws, rules and regulations; or (y) abandon the Project and terminate this Agreement. Under no circumstances, shall Ameresco be required to perform services which cause the disturbance of lead paint. If lead paint materially affects the Project Schedule, Ameresco, at its sole option, may demobilize and cease construction in the area affected by the presence of lead paint until such time as Customer has elected and performed one of the options afforded Customer as described in this Subsection. If Customer does not promptly take action as provided herein or notifies Ameresco that it shall not take such action, Ameresco may, at its sole option, either remove the affected area from its Scope of Services (and make commensurate adjustments to its rights and obligations) or terminate this Agreement in its entirety. Customer shall be responsible for payment of the portion of Scope of Services implemented prior to such termination. Customer shall be responsible for any and all costs (including termination) incurred by Ameresco that relate to the presence of lead paint.

(d) Compliance With Law: Ameresco shall, at its expense, comply with and obtain all applicable licenses and permits required by federal, state and local laws in connection with (i) the installation of the ECMs and (ii) the operation and/or maintenance of the ECMs (to the extent that Ameresco agrees to perform such operations and/or maintenance services). In the event that Ameresco cannot procure any such license or permit in light of a requirement that Customer is required to do so, the Parties shall work jointly to obtain such permit or license.

(e) Taxes: Customer represents that it is a tax exempt entity and that it shall cooperate with Ameresco and provide Ameresco with appropriate resale exemption documentation so that Ameresco may attempt to establish that it is not obligated to pay taxes, fees and assessments or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, or operation of the ECM(s) which would otherwise be levied upon or in respect to said interest component or of the ECM(s). Notwithstanding the foregoing, Customer shall pay (or, if applicable, reimburse Ameresco for the payment of) all property, sales taxes, use taxes or other fees and assessments associated with Scope of Services. Customer shall have no liability for taxes measured by the net income of Ameresco.

(f) Monitoring, Measurement and Verification: To the extent provided for in Attachment G, Ameresco will supply such ongoing monitoring, measurement and verification services (the “**M&V Services**”) during the Term, as such term is defined in Section 5, at a cost to Customer as set forth in Section 4 and Attachment I.

(g) Duties, Obligations and Responsibilities of Ameresco:

- (i) All labor furnished under this Agreement shall be competent to perform the tasks undertaken, all materials and equipment provided shall be new and of appropriate quality and the completed work shall comply in all material respects with the requirements of this Agreement.
- (ii) Ameresco shall maintain the Project site in a reasonably clean condition during the performance of the Scope of Services.

- (iii) Ameresco shall regularly clean the Project site of all debris, trash and excess material or equipment generated by Ameresco's construction work hereunder.
  - (iv) Ameresco shall permit Customer or any of its representatives to enter upon the Project site to review or inspect construction work, provided, in each case, Customer and/or its representatives coordinate such review or inspection with Ameresco and agree to comply with all applicable federal, state and local safety laws, rules and regulations, including, without limitation, those promulgated by the U.S. Department of Labor Occupational Safety & Health Administration.
  - (v) Ameresco shall provide equipment manuals, as-built drawings and other appropriate information regarding equipment installed hereunder to Customer at or about the time of delivery of the Delivery and Acceptance Certificate (as provided in Section 4).
  - (vi) Ameresco shall provide the training described in Attachment H. Such training is included in the Contract Cost, as such term is defined in Section 4, unless included as a separate cost in Attachment I.
- (h) Customer Cooperation During Construction: Customer shall reasonably cooperate in relocating occupants, staff, personnel, furniture and equipment and taking such other actions as may be necessary by Customer in order to prepare space for work by Ameresco to enable Ameresco to timely perform its obligations hereunder.

## **SECTION 2                      Ownership of ECM(s)**

Ownership and title to each ECM or portion thereof, as applicable, shall automatically pass to Customer upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate (Attachment D(3)), or each Percent Complete Acknowledgement Certificate (Attachment D(2)), (including Customer payment certification) delivered pursuant to Section 4 for such ECM or portion thereof, and (ii) the indefeasible payment in full of all of Customer's payment obligations to Ameresco pursuant to such Substantial Completion Certificate or Percent Complete Acknowledgement Certificate for such installed ECM or portion thereof. Prior to satisfaction of the conditions set forth in (i) and (ii) in the previous sentence with respect to an ECM or portion thereof, title to each ECM or portion thereof shall remain in the name of Ameresco. If, notwithstanding the intent of the Parties, Customer is deemed to hold title to any or all of the ECMs or portion thereof prior to the satisfaction of the conditions set forth in (i) and (ii) above, as security for the payment in full of Customer's obligations with respect to each such ECM or portion thereof, Customer hereby assigns, transfers and grants to Ameresco a security interest in such ECMs. Customer hereby authorizes Ameresco to file, from time to time, Uniform Commercial Code financing statements in such jurisdictions as may be necessary to perfect and maintain its security interest in such ECMs. If requested by Ameresco, Customer agrees to execute and deliver all further instruments and documents and take all further action that may be necessary in order to create, perfect and protect Ameresco's security interest in the ECMs and hereby irrevocably appoints Ameresco as Customer's attorney-in-fact with full power to sign such instruments and documents. Upon delivery of the Substantial Completion Certificate and satisfaction of clause (ii) above for each ECM, Ameresco's interest in the related ECMs shall be released and terminated, in each case without further action on any Party's part.

### **SECTION 3                    Financing and Ability to Pay**

- (a) By its execution of this Agreement, Customer hereby represents and warrants to Ameresco that Customer has adequate funds for payment of the Contract Cost, and for any portions which Customer may need to borrow, Customer intends to enter into a separate financing through a bond issuance, lease purchase, or similar structure (“*Financing*”) with a third party finance company or other third party entity.
- (b) Customer agrees and acknowledges that its obligation to make the payments to Ameresco set forth in this Agreement are in no way contingent on the effectiveness of the Financing.

### **SECTION 4                    Contract Cost; Monthly Progress Payments**

- (a) Subject to the terms of this Agreement, Ameresco shall perform the Scope of Services at a contract cost of FOUR HUNDRED SIXTY FOUR THOUSAND SEVEN HUNDRED SEVENTEEN AND 00/100 DOLLARS (\$464,717.00) (subject to adjustment as provided in Section 8, the “*Contract Cost*”).
- (b) Upon execution of this Agreement and delivery by Customer to Ameresco of the Notice to Proceed, substantially in the form attached to this Agreement as Attachment E, Customer shall pay Ameresco ten percent (10%) of the Contract Cost for mobilization. Thereafter, Ameresco shall submit invoices to Customer for monthly progress payments to Ameresco based upon the percentage of the Project construction and equipment procurement completed at the end of each month, so that Ameresco is paid the percentage of the Contract Cost that is commensurate with the percentage of completion of the Scope of Services. A Percent Complete Acknowledgement Certificate in the form attached hereto as Attachment D (2) will be executed by Customer during each month of the construction period showing the percent complete and monthly payment due. Customer shall make payment to Ameresco, within thirty (30) days after the submission of each such invoice. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Percent Complete Acknowledgement Certificate.
- (c) Upon Substantial Completion of the installation of an ECM, Ameresco will deliver to Customer a Substantial Completion Certificate in the form of Attachment D (3). Within five (5) calendar days after receipt of each Substantial Completion Certificate, Customer shall complete, execute and deliver to Ameresco each such Substantial Completion Certificate. As used in this Agreement the term “*Substantial Completion*” shall mean that each subject ECM has been installed by Ameresco, and, if such ECM is equipment, such equipment is then operating in a manner such that Customer is deriving beneficial use thereof. A Delivery and Acceptance Certificate, in the form of Attachment D(1), shall be executed by Customer upon Substantial Completion of the installation of the final ECM. Customer shall not unreasonably withhold, condition or delay the execution and delivery of any Substantial Completion Certificate or the Delivery and Acceptance Certificate.
- (d) Within thirty (30) calendar days following the first day of each Guarantee Year, as such term is defined in Section 6, Customer shall pay Ameresco the additional amounts set forth on Attachment I, Measurement and Verification Fee Schedule, as an annual fee for the M&V Services.
- (e) All payments made by Customer under this Agreement shall be made in accordance with the provisions of any Prompt Payment Act applicable to Customer. All amounts not paid to Ameresco on or before the due dates specified in Subsections 4(b) and (d), shall accrue interest at the interest rate prespecified in any Prompt Payment Act applicable to Customer or, if no such rate is specified, at the

Prime rate of interest as published in the Wall Street Journal for major banks or such lower rate as is prescribed by applicable law.

## **SECTION 5**            **Term**

This term of this Agreement (the “*Term*”), shall begin on the date first above written and shall remain in effect through the “*Guarantee Period*” as such term is defined in Attachment C, unless terminated prior to such date, as provided for in this Agreement. Termination of this Agreement shall also terminate the *Guarantee Period*. Anything in this Agreement to the contrary notwithstanding, Customer shall not be relieved of its obligation to pay Ameresco when due all amounts which accrued prior to such termination.

## **SECTION 6**            **Savings Guarantee**

To the extent set forth in the Guarantee Bond included as Attachment C, and solely in accordance with Attachment C, Ameresco guarantees that the “*Annual Savings*” (as defined below) to be achieved as a result of installation and operation of the ECMs shall equal or exceed the *Guaranteed Savings* (as defined in Attachment C) over the “*Guarantee Period*” (as defined in Attachment C). This guarantee of savings set forth in the Guarantee Bond has been structured to comply with the requirements of Nebraska Statutes §66-1065(2).

For purposes of this Savings Guarantee, the following assumptions and provisions shall apply:

- (a) Ameresco guarantees that the *Guaranteed Savings* will be achieved by operation and beneficial use of all ECMs taken in the aggregate, but does not guarantee the savings amount achieved by each ECM individually.
- (b) The total cumulative savings achieved by the combined ECMs, determined as provided in the M&V Plan, shall be deemed the total “*Annual Savings*”. Calculation of the *Annual Savings* shall be performed under, and governed by, the methods, formulas, and procedures described in the Measurement and Verification Plan set forth in Attachment G (the “*M&V Plan*”).
- (c) As it relates to the *Annual Savings* and this Savings Guarantee, the term “*Guarantee Year*” shall mean the consecutive twelve (12) month period beginning with the first day of the month following the date of Substantial Completion of the ECMs, and each similar twelve (12) month period thereafter.
- (d) Ameresco’s obligations in respect of this Savings Guarantee are subject to Customer performing all of its maintenance, repair, service and other obligations under this Agreement, including, without limitation, performance of its obligations in Section 10 and maintenance of the Standards of Service and Comfort set forth in Attachment J, if any, which may affect achievement of the *Guaranteed Savings*. If Customer fails to perform its obligations under this Agreement or interferes with, or permits any third party to take any action which, in the reasonable opinion of Ameresco, may prevent the achievement of the *Guaranteed Savings* under this Agreement, Ameresco may, after providing Customer thirty (30) days advance notice, adjust the *Annual Savings* amount during the period in which such savings were affected to reflect the impact such actions had on same. Ameresco’s rights set forth herein shall not be in limitation of any other rights it is entitled to by law or under this Agreement. Any disputes regarding achievement of *Guaranteed Savings* or any M&V Report delivered pursuant to Attachment G shall be resolved in accordance with the dispute resolution provisions of Section 13.

## SECTION 7 Right of Entry/Space

During the Term of this Agreement, Customer shall provide Ameresco and its employees, agents and subcontractors access to the Property for the purpose of fulfilling Ameresco's obligations under this Agreement. Customer shall provide rent free space for the installation and operation of the ECM(s) and shall protect such items and equipment in the same careful manner that Customer protects the Property.

## SECTION 8 Changes in Services

- (a) The Scope of Services may be changed only by agreement of the Parties evidenced by execution of a "**Change Order**" substantially in the form attached to this Agreement as Attachment F, including the quantity, quality, dimensions, type or other characteristics of the ECMs. During the Term hereof, either Customer or Ameresco may suggest that other energy efficiency measures and facilities be added to the Scope of Services, in which case the Parties shall endeavor to agree upon any new ECMs to be installed and may either amend this Agreement or execute a Change Order for the installation, financing and commissioning of any such new ECMs. Nothing in this paragraph shall obligate either Party to proceed with installation of any ECMs which are not part of the original Scope of Services or evidenced by execution of an amendment or a Change Order.
- (b) Should Ameresco encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the Scope of Services or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, Ameresco shall give written notice to Customer before any such condition is disturbed or further disturbed. Customer will promptly investigate and, if it is determined that the conditions materially differ from those which Ameresco should reasonably have been expected to discover or anticipate, Customer shall either (a) approve such changes in the Scope of Services as are necessary, with a corresponding adjustment in the Guaranteed Savings amount; or (b) abandon the Project and terminate this Agreement, provided that Customer has paid to Ameresco all amounts due as set forth in Section 4 (including, without limitation, pro-rata portions thereof accrued under Subsections 4(b), (d), (e) and Attachment I and pursuant to any Change Order). If such differing conditions cause an increase or decrease in Ameresco's cost or time of performance, and the Parties agree upon a change in the Scope of Services, the Parties shall negotiate an equitable adjustment to Ameresco's cost and/or time for performance, as the case may be and a Change Order shall be issued and executed by Customer to reflect such adjustment(s).
- (c) If at any time prior to Substantial Completion of an ECM, Ameresco determines that an ECM is not commercially viable, Ameresco may, at its option, remove such ECM from the Scope of Services and from the Property. In such event, Ameresco shall refund to Customer the portion of the Contract Cost attributable to such ECM and the Guaranteed Savings amount will be reduced by an amount equal to the portion of the Guaranteed Savings amount attributable to such ECM.
- (d) If Ameresco and Customer agree to an adjustment of the Contract Cost and the Project schedule established for the Scope of Services, such an agreement shall be effective immediately upon execution of a Change Order.

## **SECTION 9**                      **Warranties**

Ameresco hereby agrees as follows:

(a) Ameresco warrants that the Work and all materials and equipment to be installed in the Project shall be free from defects in materials and workmanship arising from normal usage on an ECM by ECM basis for a period of one (1) year from the date of Substantial Completion of such ECM. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. This section does not apply in any way to the Savings Guarantee.

(b) EXCEPT AS PROVIDED IN THIS SECTION 9, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE AND MERCHANTABILITY, REGARDING THE WORK, THE ECM(S) OR THE EQUIPMENT.

## **SECTION 10**                      **Customer's Responsibilities**

(a) **Operations:** Customer shall operate all equipment installed hereunder in accordance with the manufacturer's recommendations and the manuals supplied to Customer by Ameresco.

(b) **Standards of Service and Comfort:** Customer shall operate the ECMs and the Property in a manner that shall provide the Standards of Service and Comfort provided for in Attachment J.

(c) **Maintenance:** Customer shall, at its expense, repair, operate and maintain the Property in good working condition during the Term of this Agreement. Customer shall maintain, repair and operate, at Customer's expense: (i) all equipment and other components included as part of the ECMs, and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECMs.

(d) **Malfunctions:** During the Term and throughout the warranty period, Customer shall notify Ameresco immediately in the event of any malfunction in the operation of the ECM(s) or the equipment installed hereunder.

(e) **Protection of ECMs:** Except in the case of emergency, Customer shall not remove, move, alter, turn off or otherwise significantly alter the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior approval of Ameresco, which approval shall not be unreasonably withheld. After receiving Ameresco's written approval, Customer shall proceed as instructed. Customer shall act reasonably to protect the ECMs from damage or loss, if, due to an emergency; it is not reasonable to notify Ameresco before acting. Customer agrees to protect and preserve the facility envelope and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property.

(f) **Monitoring System:** Customer shall not move, modify or otherwise alter the energy management system/building automation system (EMS/BAS), temporary data loggers, or any other data collection or measurement and verification system (collectively, the "***Monitoring System***") installed as part of the ECM(s) or any component thereof without the written consent of Ameresco unless such action is in accordance with operating manuals and procedures provided by Ameresco.

(g) **Adjustment to Baseline:** If, in the reasonable opinion of Ameresco, Customer does not reasonably operate, maintain, repair or otherwise protect the ECMs and/or maintain the Property in

good repair and good working condition, then Ameresco may equitably adjust the baseline, as referenced in Attachment G, for any increased energy usages at the Property.

(h) Changes to Property or Addition of Equipment: Customer shall notify Ameresco in writing at least thirty (30) days prior to making any changes to the Property that could reasonably be expected to affect the energy usage on the Property, such as changes in the hours or days or time of year that the Property is occupied or operated, the number of occupants, the activity conducted, the equipment, the facilities, the size of the Property etc. Customer shall also notify Ameresco regarding material increases over time in numbers and usage of “plug in” devices such as computers and printers. If Ameresco receives such notification or otherwise determines that such a change has occurred, it may make appropriate revisions to the Attachments to reflect any adjustment to the baseline or the Guaranteed Savings amount. Ameresco may also make retroactive adjustments to the baseline or calculation of Annual Savings if Customer has not provided timely notice and any payments shall be retroactively reconciled to reflect the changed baseline.

(i) Energy Usage Data: Customer shall make available to Ameresco, on an ongoing basis for the Term of this Agreement, copies of all energy bills, energy usage data, and any and all other such data maintained by Customer, including remote access to the Monitoring System or Customer’s network server for purposes of collecting such data, as may be requested by Ameresco, which are required for it to perform all of its obligations under this Agreement.

(j) Insurance and Risk of Loss or Damage: Without limiting any of its obligations or liabilities under this Agreement, Customer shall, at its expense, provide and maintain at all times during the Term of this Agreement, sufficient insurance against the loss, theft of or damage to the ECM(s), related equipment, and all equipment installed hereunder, for the full replacement value thereof. Customer’s Commercial General Liability insurance shall be primary for any property damage or bodily injury during the performance of the Work.

Upon Substantial Completion of an ECM, Customer assumes all risk of loss of or damage to such ECM from any cause whatsoever. In the event of loss or damage to any equipment installed hereunder, Customer shall promptly notify Ameresco and promptly return the same to good repair with the proceeds of any insurance received to the cost of such repair or demand that Ameresco perform such repair, in which case Ameresco shall promptly do so for such compensation to which the Parties agree. If Customer determines that any of the ECM(s) are lost, stolen, confiscated, destroyed or damaged beyond repair, Customer shall replace the same with like equipment in good repair in a timely fashion under the circumstances. If at any time after the date of the Delivery and Acceptance Certificate and after Customer’s complete payment to Ameresco in accordance with Subsection 4(a), as such amount may be modified from time to time in accordance with this Agreement, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred twenty (120) days from the date of such casualty, Ameresco and/or Customer may terminate this Agreement by delivery of a written notice to the other Party. Upon such termination, Customer shall pay Ameresco any amounts, or pro-rata portions thereof, under Subsections 4(b), (c), (d) and (e), Attachment I and any Change Order, which accrued prior to such termination. Ameresco may also make appropriate adjustments to the baseline or the Guaranteed Savings amount to reflect the impact of such casualty or condemnation, including corresponding revisions to the Attachments.

(k) Telephone and Internet: Customer shall install and maintain telephone lines and pay all associated costs for the ECM(s) telephone lines or applicable energy management system communication systems. Ameresco may use Customer’s LAN for the purposes of any energy management system that may be included in the Scope of Work.

(l) Protection: Customer shall at all times act reasonably to protect the ECM(s) from loss or damage to the same extent and in the same manner in which it protects the Property.

(m) Alteration: Except in cases of emergency, Customer shall not move, alter or change the ECM(s) in any way that may cause a reduction in the level of efficiency or savings generated by the ECM or the equipment installed hereunder without obtaining Ameresco's written approval, which shall not be unreasonably withheld.

(n) Storage: Customer shall provide rent free space for Ameresco, or any of its subcontractors, to mobilize and store supplies, tools and equipment during installation of the ECM(s) as available pursuant to this Agreement for which such storage space may be required, with locking capacity acceptable to Ameresco. Only Ameresco or any of Ameresco's subcontractors, and Customer's assigned personnel shall have access to storage.

(o) Fuel: Customer shall procure and pay for all energy, utilities and fuel for the operation of the Property.

## **SECTION 11**                      **Defaults**

(a) By Customer: Customer shall be in default under this Agreement upon the occurrence of any of the following:

- (i) Customer fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of five (5) business days after notice of overdue payment is delivered by Ameresco to Customer;
- (ii) any representation or warranty made by Customer in this Agreement or in any writing delivered by Customer pursuant hereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made;
- (iii) Customer fails to perform any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failures and effects as soon as practicable;
- (iv) Customer enters receivership, or makes an assignment for the benefit of creditors, whether voluntary or involuntary, or a petition is filed by or against Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days; or
- (v) Customer fails to cooperate in relocating occupants, staff, personnel, furniture and equipment or to take such other actions as may be necessary by Customer in order to prepare space for work by Ameresco as is reasonably requested by Ameresco in a timely manner in order to allow the Scope of Services to be accomplished hereunder.

(b) By Ameresco: Ameresco shall be in default under this Agreement if Ameresco fails to perform any of its material duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or

effects of such failure cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Ameresco does not promptly commence and diligently pursue to cure such failure as soon as practicable.

## **SECTION 12**                    **Remedies for Default**

If either Party defaults under this Agreement, the other Party may, subject to the dispute resolution procedures in Section 13 below:

- (a) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of damages, including amounts past due; and
- (b) with or without recourse to legal process, terminate this Agreement by delivering written notice of termination at least ten (10) days prior to the requested termination date.

## **SECTION 13**                    **Dispute Resolution**

Claims, disputes, or other matters in controversy ( a “*Dispute*”) arising out of or related to the Agreement or the Project shall be subject to informal dispute resolution and mediation as a condition precedent to any and all remedies at law or in equity. If during the term of this Agreement a Dispute arises concerning the Project or this Agreement, the Dispute shall initially be submitted to Customer’s project representative and Ameresco’s project manager for resolution by mutual agreement between the Parties. Any mutual determination by Customer’s project representative and Ameresco’s project manager will be final and binding upon the Parties. However, should Customer representative and Ameresco’s project manager fail to arrive at a mutual decision as to the Dispute within ten (10) business days after notice to both individuals of such Dispute, such Dispute will be submitted to a representative from management of both Parties who shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Dispute (the “*Dispute Notice*”). The Dispute Notice shall set forth in reasonable detail the aggrieved Party’s position and its proposal for resolution of the Dispute. If the Dispute is not resolved within thirty (30) calendar days after the first meeting of the Parties, then the Parties shall endeavor to resolve the Dispute by mediation. A request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period of time by agreement of the Parties or court order.

The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the Parties do not resolve the Dispute through informal dispute resolution or mediation, either Party is free to pursue any other available remedy in law or at equity.

## **SECTION 14**                    **Insurance and Bonds**

- (a) By Ameresco: Ameresco shall provide and maintain at its expense the following insurance coverage:

- (i) Workers' Compensation and Employer's Liability Insurance as required by applicable State law.
- (ii) Commercial General Liability Insurance, including contractual liability, Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million.
- (iii) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment of, Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million.

Ameresco shall deliver to Customer a Certificate of Insurance naming Customer as an additional insured party under paragraphs (ii) and (iii), above.

(b) Ameresco shall deliver to Customer Payment and Performance Bonds in a sum equal to the Contract Cost conditioned upon faithful performance of the Agreement by Ameresco, for the implementation of the ECM(s) as it may be from time to time modified by Change Orders within ten (10) days of issuance of a Notice to Proceed. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Agreement guarantee only the performance of the installation portion of this Agreement, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of this Agreement.

(c) By Customer: Without limiting any of its obligations or liabilities under this Agreement, Customer shall provide and maintain at its expense, insurance coverage consistent with the requirements of Subsection 10(j) above, and its obligations under this Agreement.

## **SECTION 15 Indemnification and Limitation of Liability**

(a) Anything in this Agreement to the contrary notwithstanding, neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their affiliates' officers, directors, agents or employees shall be liable, irrespective of whether such claim of liability is based upon breach of warranty, tort, (including negligence, whether of any of the Parties to this Agreement or others), strict liability, contract, operation of law or otherwise, to any other Party, or its affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for incidental, delay, punitive or consequential damages connected with, related to or arising from performance or non-performance of this Agreement, or any action or inaction in connection therewith including claims in the nature of lost revenues, income or profits (other than payments expressly required and due under this Agreement), and increased expense of, curtailment, reduction in or loss of power generation production or equipment used therefor.

(b) Ameresco's total aggregate liability for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this Agreement from all causes or any causes, regardless of the legal theory under which liability is imposed, shall in all cases be limited to the sum of the payments received by Ameresco under Section 4. Such causes shall include, but not be limited to, Ameresco's negligence, errors, omissions, strict liability, breach of contract, warranty, breach of warranty or any indemnified claims.

(c) Ameresco agrees to indemnify and hold Customer harmless from and against any and all third party claims for damages but only to the extent such damages arise by reason of bodily injury, death or

damage to property caused by Ameresco's negligence or willful misconduct. To the extent that any such damages are covered by or under Ameresco's Commercial General Liability Insurance policy, Ameresco shall not be required to indemnify Customer in excess of the proceeds of such policy. In no event, however, shall Ameresco be obligated to indemnify Customer to the extent that any such injury or damage is caused by the negligence of Customer or any entity for which Customer is legally responsible.

(d) Customer agrees to indemnify and hold harmless Ameresco, its officers, agents and employees, from and against any and all third party claims for damages but only to the extent such damages arise by reason of bodily injury, death or damage to property caused by Customer's negligence or willful misconduct. In no event, however, shall Customer be obligated to indemnify Ameresco to the extent that such injury or damage is caused by the negligence of Ameresco or any entity for which Ameresco is legally responsible.

## **SECTION 16                    Agreement Interpretation and Venue**

Each Party hereto has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either Party. The judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

This Agreement shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the State in which the Project is located (the "*State*"). Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the Parties in the State. Any mediation and legal proceedings involving the negotiation, formation, interpretation, or enforcement of this Agreement may be brought in any federal district court having jurisdiction over the Parties.

## **SECTION 17                    Privileged and Proprietary Information**

Ameresco's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of the Agreement for this Project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information, provided, however, that Customer is a public entity which has very little information that is not open to the public. Customer shall not disclose such proprietary information without the express written consent of an officer of Ameresco unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law (the "*FOIL*"), Customer shall provide prompt written notice to Ameresco such that Ameresco will have the opportunity to timely object under the FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify Ameresco and cooperate with Ameresco in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as Ameresco may designate, from that portion of said filing which is to be made available to the public.

## **SECTION 18**            **Severability**

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

## **SECTION 19**            **Assignments and Subcontracting**

(a) Ameresco may elect to use subcontractors in meeting its obligations hereunder. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and Customer.

(b) Customer shall not assign, transfer, or otherwise dispose of this Agreement, the ECM(s) or the Property, or any interest therein, or sublet or lend the ECM(s) or permit the ECM(s) to be used by anyone other than Customer and Customer's employees without the prior express written consent of Ameresco; provided that Customer may, without obtaining the consent of Ameresco, assign its rights in the ECMs to any financial institution, lender or investor in connection with a leasing or financing arrangement for funding of the Contract Cost. If Customer transfers ownership or its interest in the Property without the prior written consent of Ameresco, this Agreement shall, at Ameresco's option, terminate automatically.

(c) Ameresco shall not assign this Agreement in whole or in part to any other party without first obtaining the consent of Customer, which consent shall not be unreasonably withheld; provided that, Ameresco may assign, without obtaining the consent of Customer, its rights and obligations under this Agreement in whole or in part to any affiliated or associated company of Ameresco and its rights for payments only under this Agreement to any financial institution, lender or investor in connection with a credit facility to which Ameresco is a party.

## **SECTION 20**            **Waiver**

Any waiver of any provision of this Agreement shall be in writing and shall be signed by a duly authorized agent of Ameresco and Customer. The waiver by either Party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or future waiver of any additional right that such Party may be entitled to under this Agreement.

## **SECTION 21**            **Force Majeure**

If either Party shall be unable to carry out any part of its obligations under this Agreement (except Customer's obligations to make payments when due), due to causes beyond its control ("***Force Majeure***"), including, but not limited to, an act of God, strikes, lockouts or other industrial disturbances acts of public enemies orders or restraints of any kind of the government of the United States or any state or any of their departments agencies or officials or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, utility power outage, drought, landslide, or explosion or nuclear emergency, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

- (a) the non-performing Party gives the other Party prompt written notice, unless such other Party would not be prejudiced by a delay in notification, describing the particulars of the event of Force Majeure, including the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- (c) no obligations of either Party that arose before the event of Force Majeure causing the suspension of performance are excused as a result of the event Force Majeure;
- (d) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
- (e) the Term of this Agreement shall be extended for a period equal to the number of days that the event of Force Majeure prevented the non-performing Party from performing.

Any decision by Customer to close or change the use of the facilities or ECM's at the Property, except to the extent such closure or change is itself caused by Force Majeure, shall not constitute a Force Majeure excusing Customer's performance under this Agreement.

**SECTION 22**                      **Contract Documents**

- (a) Upon execution of this Agreement by both Parties, this Agreement and its Attachments, which are hereby incorporated herein by reference, shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and shall supersede all requests for proposals, proposals, previous agreements, discussions, negotiations, correspondences, and all other communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) This Agreement may not be modified or amended except in writing signed by the Parties.
- (c) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.

**SECTION 23**                      **Notices**

All notices, requests, demands, elections and other communications under this Agreement, other than operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

- (a) If to Customer:  
  
Weeping Water Public School District 13-0022  
204 West O Street  
Weeping Water, NE 68463  
Attention: Kevin Reiman

(b) If to Ameresco:

Ameresco, Inc.  
10 S. LaSalle St, Suite 3450  
Chicago, IL 60603  
Attention: Louis P. Maltezos, Executive Vice President

With a copy to:

Ameresco, Inc.  
111 Speen Street, Suite 410  
Framingham, MA 01701  
Attention: General Counsel

Either Party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other Party written notice as provided above.

#### **SECTION 24**            **Records**

To assist Ameresco in its performance of this Agreement, Customer shall (to the extent it has not already done so) furnish (or cause its energy suppliers and transporters to furnish) to Ameresco, upon its request, accurate and complete data (kept by Customer or Customer's energy suppliers and transporters in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property, including the following data for the most current thirty-six (36) month period: utility records, occupancy information; descriptions of any changes in building structure or heating, cooling or other systems or energy requirements; descriptions of all energy consuming or saving equipment used on Property; descriptions of all energy management procedures presently utilized. If requested by Ameresco, Customer shall also provide any prior energy analyses of the Property, to the extent available.

#### **SECTION 25**            **Representations and Warranties**

Each Party warrants and represents to the other Party that:

- (a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to Ameresco, its organizing instruments and as to Customer, by all requisite action and are not in breach of any applicable law, code or regulation;
- (c) this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;
- (d) its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a material default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

(e) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder; and

(f) the persons executing this Agreement are fully authorized by law to do so.

## **SECTION 26                    Additional Representations and Warranties of Customer**

Customer hereby warrants and represents to Ameresco that:

(a) Customer intends to continue to use the Property in a manner reasonably similar to its present use;

(b) Customer does not contemplate any changes to the electrical and thermal consumption characteristics of the Property except as may have been disclosed to Ameresco by Customer in writing prior to the execution of this Agreement;

(c) Customer has provided Ameresco with all records heretofore requested by Ameresco;

(d) Customer has not entered into any other agreements or understandings for the Property with persons or entities other than Ameresco regarding the provision of the Scope of Services;

(e) Since the date of the audit report previously delivered by Ameresco to the Customer, if any, there has been no change, event, circumstance or development that has or could reasonably be expected to have a material adverse effect on (i) the operation or condition of the Property, (ii) the energy usage at the Property, or (iii) the ability of Customer to perform its obligations hereunder; and

(f) Customer has obtained all necessary governmental, legal, administrative and any other approval necessary for it to enter into and perform this Agreement.

## **SECTION 27                    Independent Contractor**

Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Ameresco. The entire control or direction of such business and operations shall be in and shall remain in Ameresco, subject only to Ameresco's performance of its obligations under this Agreement. Neither Ameresco nor any person performing any duties or engaged in any work on the Property on behalf of Ameresco shall be deemed an employee or agent of Customer.

Nothing in this Section shall be deemed to be a waiver of Customer's right to use the Property. Customer and Ameresco are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

**SECTION 28**                    **Negligent/Wrongful Acts**

Neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties.

**SECTION 29**                    **Further Documents and Events**

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Customer shall execute all documents which may be reasonably required for Ameresco to obtain all licenses, permits and governmental approvals required by Ameresco for installation and operation of the ECM(s). Ameresco's obligations hereunder are also subject to obtaining all such licenses, permits and governmental approvals as are required to perform its obligations under this Agreement.

Customer agrees that Ameresco shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, deductions, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the ECMs or with the energy, capacity or electrical savings created under this Agreement, howsoever created or recognized. Customer shall provide Ameresco all reasonable assistance in perfecting its rights to such attributes, rights, credits, benefits and characteristics.

**SECTION 30**                    **Third Party Beneficiaries**

The Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

**SECTION 31**                    **Notifications of Governmental Action - Occupational Safety and Health**

The Parties shall notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law, relating in any way to the undertakings of either Party under this Agreement.

**SECTION 32**                    **Appropriations; Termination for Convenience**

(a) Customer shall take all necessary and timely action during the Term to obtain funds and maintain appropriations sufficient to satisfy its obligations under this Agreement.

(b) The foregoing notwithstanding, subsequent to the date of the Delivery and Acceptance Certificate, this Agreement may be terminated by Customer in accordance with the provisions of this Section 32. Customer shall provide notice to Ameresco of its election to terminate no later than ninety (90) days in advance of the end of the then current Guarantee Year. The termination shall become effective on the last day of said Guarantee Year. The termination of this Agreement by Customer shall release Ameresco from its obligation to provide maintenance, monitoring and training services after the effective date of termination, as well as its obligation to provide the Savings Guarantee after the

termination date; provided, however, that Customer is responsible for payment for maintenance, monitoring and training services performed in accordance with the terms of this Agreement prior to the termination date and Ameresco shall remain responsible for any Savings Shortfall (as defined in Attachment C) payments due Customer prior to the date of termination.

**SECTION 33                      References**

Unless otherwise stated, all references to a particular *Attachment* or to *Attachments* herein are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section shall refer to a Section of this Agreement unless this Agreement specifically provides otherwise.

**IN WITNESS WHEREOF**, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

**WEeping WATER PUBLIC SCHOOL  
DISTRICT 13-0022**

**AMERESCO, INC.**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized and Required Signature

Name: \_\_\_\_\_

Name: Tim Dettlaff

Title: \_\_\_\_\_

Title: Senior Vice President & General  
Manager

**ATTACHMENTS TO ENERGY SERVICES AGREEMENT**  
**BETWEEN**  
**AMERESCO, INC.**  
**AND**

**WEEPING WATER PUBLIC SCHOOL DISTRICT 13-0022**

**ATTACHMENT A**

**PROPERTY DESCRIPTION**

The following buildings, facilities, and areas, which are owned and operated by CUSTOMER, are included in the Scope of Services set forth in Attachment B:

<b>Building Name</b>	<b>Building Address</b>	<b>Building City, State, Zip Code</b>
K-12 School	204 West O Street	Weeping Water, NE 68463

## **ATTACHMENT B**

### **SCOPE OF SERVICES**

This Attachment sets forth a description of existing equipment and the Energy Conservation Measures (ECM) and related equipment to be installed by Ameresco at the buildings, facilities, and areas set forth in Attachment A within the Property. Installation of the ECM(s) and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect achievement of the Guaranteed Savings. Any changes to the installation of the ECM(s) and the included equipment are subject to approval of Customer and issuance of a Change Order, which approval shall not be unreasonably withheld, conditioned or delayed.

The ECMs described below are included in the Scope of Services:

- ECM L.1: Lighting Retrofit
- ECM B.1: Building Envelope

#### **ECM L.1: Lighting Retrofits**

The lighting improvement Scope of Services includes fixtures as noted in the detailed room by room lighting schedule in Appendix 1. The project will include removal of the remaining fluorescent lamps/ballasts/fixtures and installation of LED fixtures or LED retrofit kits as noted in the Scope of Services.

- Replace lighting in spaces as noted on Lighting Schedule, with new flat panel LED retrofit kits or LED linear strip fixtures.
- All existing lamps and ballasts for retrofitted fixtures shall be fully removed and re-wired directly to new fixtures. Troffers to remain shall be wiped clean as the retrofit kit is installed.
- In some areas of the building as noted on the Lighting Schedule, fixtures will be removed completely to improve the final lighting levels. Where fixtures are to be removed, acoustic ceiling panels will be furnished and installed by Customer.
- With removal of fixtures in identified areas, remaining fixtures will be relocated within the space to establish optimal, even light levels throughout.
- All lamps/ballasts/fixtures removed as part of this work shall be taken off site and properly disposed in compliance with code/regulations.
- Replace high-bay lighting fixtures with new LED fixtures as noted.
- Screw-in incandescent and compact fluorescent fixtures will be replaced with an equivalent LED screw-in bulb as noted.
- Exterior parking lot, flood, and wall pack fixtures will be replaced with a new LED fixture as noted.
- Replace emergency exit signs with a new LED exit sign with dual head lamps (i.e. “frog-eyes”).
- Install 20 new dual head emergency lighting in the hallways outside of the classrooms to replace emergency ballasts with battery back-ups.
- In general, interior and exterior fixtures will be at a color temperature of 4000 Kelvin.

### **ECM B.1: Building Envelope**

The building envelope Scope of Services includes the locations as noted in the following table. In general, the Scope of Services includes sealing gaps, cracks and holes with polyurethane sealant; and adding weather stripping and door sweeps to exterior doors.

#### **Scope Summary – WWPS Building Envelope Improvement Quantities**

<b>Quantity</b>	<b>Unit</b>	<b>Improvement Description</b>
0.66	ft <sup>2</sup>	Penetrations sealed with polyurethane sealant
712.87	LF	Wall cracks, window/door frames and vents sealed with polyurethane sealant
33	Set	Weather-strip DF
27	Each	Door sweeps
12	Each	Astragals (weather-strip for center of double door)

#### General Notes and Clarifications

##### General Scope of Services Comments:

- Unless specifically noted in the Scope of Services – abatement of ACM and other hazardous materials is excluded.
- As final engineering is not started and equipment is not ordered until Ameresco has a signed contract / notice to proceed - Ameresco cannot guarantee delivery dates and is not responsible for costs associated with additional mobilizations, temporary equipment, etc. if long lead times affect construction schedule.
- Material ordering and final scheduling will not occur until a signed agreement is received.
- Ameresco pricing assumes 100% availability of rooms to do the work. Unless noted otherwise, pricing based on 1st shift only (Monday through Friday).
- Unless specifically noted in the Scope of Services – paint / patch is excluded.
- Piping / conduit / wire mold may be run exposed in occupied spaces (as applicable).
- Unless specifically noted in the Scope of Services – conduit / wire mold is un-painted.
- Some existing equipment may be left abandoned in place.
- Unless specifically noted in the Scope of Services – no piping covers have been included.
- If applicable - existing ceiling tiles will be removed and reinstalled. New ceiling / grid is not included in the Scope of Services unless specifically noted.

##### Lighting Scope Clarifications:

- The scope includes retrofit of the noted fixtures only and does not address or include any fix-up / upgrade / replacement of existing wiring, switching, conduits, hangers, etc. If items are found to be in need of repair or replacement – this is not included in the Scope of Services and associated costing. The Scope of Services does include replacement of existing broken lighting sockets when replacing bulbs.
- Replacement or repair of fixture lenses or louvers are not included, fixture lenses will be wiped with a dry cloth.

- Ameresco is not responsible for fixtures that are found to be damaged prior to commencement of its Scope of Services.
- All manufacturers' warranties (and related information) will be transferred to Customer at project close-out.
- With respect to the specific lighting scope - Ameresco will remove and lawfully recycle / dispose of existing lamps and PCB ballasts. All ballasts that are determined to be non-PCB shall be disposed of with non-hazardous waste. Noted items will be carefully recycled and disposed of through a licensed recycling firm in accordance with all state and federal guidelines. Certificates verifying the proper disposal and recycling of PCB containing materials will be provided by the vendor.
- Lighting levels, if existing is identified to be over-lit per recommended standards, may be reduced.
- Ameresco is not responsible for any pre-existing electrical code violations or electrical system deficiencies.

DRAFT

## ATTACHMENT C

### SAVINGS GUARANTEE BOND

#### GUARANTEED SAVINGS AMOUNT; GUARANTEE PERIOD

Ameresco hereby guarantees to Customer that the amount of the Annual Savings shall equal or exceed the “*Guaranteed Savings*” (as specified in Table C-1 below), over the Guarantee Period (defined below).

The Annual Guaranteed Savings Amount is made up of two (2) savings components:

1. Energy (Electricity and Natural Gas) Savings
2. Operating Cost Savings

Ameresco guarantees the total Annual Guaranteed Savings Amount, but does not guarantee the savings amount achieved by each individual savings measure.

Sources of Energy and Operating Cost Savings are set forth in Attachment G. Operating Cost Savings can result from avoided expenditures for operations, maintenance, equipment repair, or equipment replacement and/or capital funds for projects that, because of the project, will not be necessary including costs of planned renovation, renewal, or repair avoided as a result of the Project.

Ameresco and Customer acknowledge and agree:

- a) By completing the Project contemplated in this Agreement, Customer will eliminate the need for the planned project(s) (identified in Attachment B, Scope of Services) and, in so doing, customer will realize long term operating cost savings related to the avoided capital expense associated with the planned project(s);
- b) Accordingly, the Guaranteed Savings set forth herein and the Savings determined under the M&V Plan include long term operating cost savings associated with avoided capital costs for the planned project(s) (identified in Attachment B, Scope of Services) that, because of this Project, will not be necessary.

Calculation of the Annual Savings, inclusive of Agreed Upon Savings, shall be performed under, and governed by, the methods, formulas, and procedures described in the Measurement and Verification Plan set forth in Attachment G.

Table C-1: Guaranteed Savings

Year	Energy Savings	Operating Cost Savings	Total Guaranteed Savings
1	\$12,867	\$21,677	\$34,544
2	\$13,253	\$22,327	\$35,580
3	\$13,651	\$22,997	\$36,648
4	\$14,060	\$23,687	\$37,747
5	\$14,482	\$24,397	\$38,880
6	\$14,917	\$25,129	\$40,046
7	\$15,364	\$25,883	\$41,247
8	\$15,825	\$26,660	\$42,485
9	\$16,300	\$27,459	\$43,759
10	\$16,789	\$28,283	\$45,072
11	\$17,292	\$29,132	\$46,424
12	\$17,811	\$30,006	\$47,817
13	\$18,345	\$30,906	\$49,251
14	\$18,896	\$31,833	\$50,729
15	\$19,463	\$32,788	\$52,251

The Guarantee Period shall be 15 years unless terminated earlier as a result of termination of the Agreement.

The Customer has reviewed the Guaranteed Savings calculations, assumptions, and methodologies contained in the M&V Plan and the Baseline set forth in Attachment G, and the Standards of Service and Comfort set forth in Attachment J and finds them to be reasonable.

This Attachment C, comprising two (2) pages, is attached to and made part of the Agreement.

**WEeping WATER PUBLIC  
SCHOOL DISTRICT 13-0022**

**AMERESCO, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D (1)**  
**DELIVERY AND ACCEPTANCE CERTIFICATE**

**PROJECT COMPLETION LOG**

<i>Sub-Project Tasks/Punch List items</i>	<i>Completion Date</i>

**Notes (special instructions etc.):**

**Items furnished to CUSTOMER with this Delivery and Acceptance Certificate:**

- Receipt of owner’s manuals; \_\_\_\_\_ sets.
- Receipt of instruction and training; \_\_\_\_\_
- Completion of inspection and walk-through.
- Receipt of warranty information.

The punch list items are hereby completed in accordance with the Agreement. Customer agrees that the Energy Savings and Operating Cost Savings, as applicable, have been satisfied for the term of the Guarantee Period.

CUSTOMER	By:	Title:	Date:
----------	-----	--------	-------

**ATTACHMENT D (2)**

**PERCENT COMPLETE ACKNOWLEDGEMENT CERTIFICATE**

Customer hereby acknowledges receipt and acceptance of the \_\_\_\_\_ portion of the Energy Conservation Measure (the "ECM") described in Attachment B to the Energy Services Agreement (the "Agreement") dated \_\_\_\_\_, 2021 between Customer and Ameresco. Customer certifies that the work described in the related application for payment submitted by Ameresco has been completed in accordance with the Agreement and that the ECM(s) are \_\_\_\_\_ percent complete, as substantiated by sufficient detail provided by Ameresco. Customer agrees to make payment to Ameresco as set forth in Section 4 of the Agreement.

Date Accepted by Customer: \_\_\_\_\_

Accepted for:

Accepted by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF AMERESCO**

Ameresco hereby acknowledges that the total amount due based upon percent complete for the ECM's described in Attachment B, and the Notice to Proceed, hereto is \$\_\_\_\_\_.

Date Accepted by Ameresco:

Accepted for: AMERESCO, INC.

Accepted by:

Name:

Title:

**ATTACHMENT D (3)**

**SUBSTANTIAL COMPLETION CERTIFICATE**

<b>PROJECT NAME &amp; ADDRESS:</b> _____ _____ _____	<b>PROJECT NO.:</b> _____ <b>CONTRACT DATE:</b> _____ <b>DESCRIPTION:</b> _____ _____
---	--

The installation of [list each ECM being accepted with this certificate] under the Agreement has/have been reviewed and found to be substantially complete. The date of Substantial Completion of the forgoing ECM(s) is hereby established as:

**SUBSTANTIAL COMPLETION DATE:** \_\_\_\_\_

The date of Substantial Completion of an ECM is the date when such ECM is sufficiently complete in accordance with the Agreement so that Customer derives beneficial use thereof. The punch list items are hereby completed in accordance with the Agreement. Customer agrees that the Energy Savings and Operating Cost Savings, as applicable, have been satisfied for the term of the Guarantee Period.

The Substantial Completion date set forth above is the date of commencement of applicable warranties for such ECM(s), as required by the Agreement. A list of items to be completed or corrected is identified below as punch list items.

**CONTRACTOR: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, Massachusetts 01701**

**AUTHORIZED** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
(type or print)

**CUSTOMER:**

**AUTHORIZED** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
(type or print)

**PUNCHLIST ITEMS**

Attach additional page(s) as necessary. Number of pages attached \_\_\_\_.

**ATTACHMENT E**

**NOTICE TO PROCEED**

MONTH DAY YEAR

Tim Dettlaff  
Senior Vice President & General Manager  
Ameresco, Inc.  
9855 W. 78<sup>th</sup> St. Suite 310  
Eden Prairie, MN 55344

**SUBJECT: NOTICE TO PROCEED**

Mr. Dettlaff:

In accordance with the terms of the Energy Services Agreement dated January \_\_, 2021, Customer hereby issues this **Notice to Proceed** to Ameresco in relation to the Scope of Services set forth in such Agreement.

Sincerely,

WEEPING WATER PUBLIC SCHOOL DISTRICT 13-0022

---

Name: Kevin Reiman  
Title: Superintendent of Schools

**ATTACHMENT F**

**CHANGE ORDER**

Change Request No.

CUSTOMER:

Department:

Project No.

Contract No.

Site:

Title:

Date:

**I. REQUEST**

(a) Requested by:

Of

(b) Description of change:

**II. AMERESCO'S AGREEMENT**

For all costs involved in this change including extensions of time herein requested, Ameresco proposes to perform the work described in accordance with the provisions of the Agreement for the price as follows.

**Payment shall be made on the basis of:**

(a) Predetermined lump sum total of \$

**ATTACHMENTS**

[Tailor to Change Order and Scope]

All references in the Agreement to Attachments shall also mean and refer to Attachments A-\_, B-\_ etc., as a separate scope of Work. Attachments A-1 through J-1 shall be read and construed separately from Attachments A-\_ through J-\_

All other provisions of the Agreement not expressly modified by this Change Order #\_\_ shall remain in full force and effect including, but not limited to, Section 25 of the Agreement, Representations and Warranties, which representations and warranties are incorporated herein by reference with respect to this Change Order #\_\_.

IN WITNESS WHEREOF, the Parties hereto have caused this Change Order #\_\_ to be duly executed and delivered by their proper and duly authorized officers.

**AMERESCO, INC.**

:

\_\_\_\_\_  
By: Tim Dettlaff

Title: Senior Vice President & GM

Date:  
(Signature Required)

\_\_\_\_\_  
By:

Title:

Date:

**CUSTOMER APPROVAL:**  
CUSTOMER

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contract Award	\$
Previous Additions	\$
Previous Deductions	\$
Net Total	\$
This Change	\$
Total	\$

DRAFT

## ATTACHMENT G

### MEASUREMENT AND VERIFICATION PLAN; METHODOLOGY OF CALCULATING SAVINGS

#### SECTION 1: SAVINGS MEASUREMENT AND VERIFICATION

##### Utility Rates

Table G1 summarizes the baseline utility rates. These rates were used in establishing the Baseline and calculations in this Attachment G. Throughout the Term of the Guarantee Period the utility rates in Table G1, escalated at 3.0% per year shall be used in determining Annual Savings. The Customer acknowledges and accepts the utility rates set forth in Table G1 as reasonable. Table G2 summarizes baseline data received by Ameresco from Customer.

**Table G1: Utility Rates**

Facility	Electric		Natural Gas
	\$/kWh	\$/kW	\$/Therm
K-12 School	\$0.063	\$5.38	\$0.61

**Table G2: Existing Utility Information**

Location	Approximate Square Feet	Utility Baseline ( July 2018 to June 2019)				
		Electric Usage (kWh)	Electric Cost	Natural Gas Use (Therms)	Natural Gas Cost	Total Cost
Weeping Water PS	170,937	1,249,192	\$ 102,190	30,738	\$ 19,827	\$ 122,017

##### Energy Savings

Actual Annual Savings from Energy Savings for the First Guarantee Year shall be determined as set forth in Table G3 below based on U.S. DoE Federal Energy Management Program M&V Guidelines Version 4.0. In each subsequent Guarantee Year, the actual Annual Savings determined for the First Guarantee Year shall be escalated at a rate of 3.0% per year to determine the actual Annual Savings from these measures for such Guarantee Year.

**Table G3-1: ECM L.1: Lighting Retrofits**

M&V Plan Description	FEMP Option A (Retrofit Isolation with Key Parameter Measurement) will be used to quantify the Energy Savings associated with the lighting upgrades.
Baseline Performance Parameters	Fixture quantities, wattage, and operating hours were determined based on a combination of field surveys, manufacturer data, assumptions, and industry standards. All baseline performance parameters are set forth in Section 2 of this Attachment G.
Post Installation Performance Parameters	Power level for a sample set of fixtures will be spot measured one (1) time post-construction on fixtures that represent more than 5% of the population. Measurements will follow 80/20 statistical confidence and precision criteria. Fixture count will be determined by visual confirmation during the commissioning and construction closeout process. Operating hours will not be measured but will be the same as the baseline performance parameters set forth in Section 2 of this Attachment G unless an occupancy sensor is installed (operating hours will be noted in the savings calculation table). Interactive effects are not measured.
Performance Assurance Activities	<p>Confirm that fixtures were installed as stated in the Scope of Services and are performing as specified prior to delivery and acceptance.</p> <p>Perform post installation measurements as set forth in this Attachment G.</p> <p>Calculate Energy Savings for the first Guarantee Year and document in the M&amp;V Report.</p> <p>During the Guarantee Period, Ameresco will visually inspect a sample of lamps at a sample of sites to verify the lighting system performs as intended and the lamp types are as efficient as those proposed / installed in the project.</p>

**Table G3-2: ECM B.1: Building Envelope**

M&V Plan Description	ECM Construction and Performance Verification
Baseline Performance Parameters	<p>Envelope deficiency areas, locations, approximate sizes, approximate lengths, etc. were determined based on a combination of field surveys and assumptions.</p> <p>All baseline performance parameters are set forth in calculations included in Section 2 of this Attachment G.</p>
Post Installation Performance Parameters	<p>The noted scope areas will be surveyed to confirm that the Scope of Services has been completed.</p> <p>Unless noted – performance parameters are the same as the baseline performance parameters set forth in Section 2 of this Attachment G.</p> <p>There are no post installation performance parameters that can be cost effectively measured for this ECM. The Customer has reviewed the savings / assumptions associated with this ECM and the Customer agrees and accepts that upon final acceptance the savings identified in Table G5 of this Attachment G shall be deemed achieved.</p>
Performance Assurance Activities	<p>The Project site will be surveyed with the Customer to confirm the Scope of Services is complete and is performing as specified prior to delivery and acceptance. The survey will occur one (1) time prior to delivery and acceptance.</p> <p>If the Scope of Services has been completed per the specifications / Scope of Services, meets the functional requirements of the Customer, and is operational and working as intended – then at final acceptance, it will be agreed that the energy savings associated with the noted ECM will be deemed achieved, and this and will be noted on the delivery and acceptance certificate and in the M&amp;V Report.</p> <p>During the Guarantee Period, Ameresco will visually inspect a sample of the ECM affected areas to ensure / verify that it is performing as expected (installed system has ability to maintain persistence of savings).</p>

**Operating Cost Savings**

Actual Annual Savings from Operating Cost Savings shall be determined as set forth in Table G4 below, based on guidance from the U.S. DoE Federal Energy Management Program’s publication How to Determine and Verify Operating and Maintenance (O&M) Savings in Federal Energy Savings Performance Contracts, November 2007. This guidance allows for cost savings from avoided renovation, renewal, or repair costs as a result of the Project.

**Table G4: M&V Approach for Operating Cost Savings**

M&V Plan Description	Methods for the measurement and verification of Operating Cost Savings have not been developed for either FEMP or IPMVP M&V Guidelines. However, FEMP does provide a guidance publication on verification of O&M Savings, including avoided current or planned capital expense. This approach has been customized for this Project based on the FEMP guidance document.
Baseline Performance Parameters	The baseline performance parameters are the cost budget estimates for the alternative project the Customer would have undertaken to complete the Scope of Services and meet the functional requirements for such Scope as noted in Section 2 of this Attachment G.
Post Installation Performance Parameters	The post installation performance parameters are the actual cost for completing the Scope of Services under this Agreement and the delivered functional capability of the Scope of Services as documented prior to final delivery and acceptance.
Performance Assurance Activities	<p>The Project site will be surveyed with the Customer to confirm the Scope of Services is complete and in conformance with the Scope of Services and are performing as specified prior to delivery and acceptance.</p> <p>If the Scope of Services has been completed per the specifications / Scope of Services, meeting the functional requirements of the Customer, then at final acceptance, it will be agreed that the alternative project to complete the Scope of Services will not be necessary and the related avoided costs will be deemed the Operating Cost Savings attributable to this Project.</p> <p>The Operating Cost Savings will be documented in the Delivery and Acceptance documentation.</p>

### **M&V Services**

No later than sixty (60) days after the Delivery and Acceptance date, Ameresco will complete the one-time post installation measurement and verification activities as described above and will submit to Customer a measurement and verification report (the “M&V Report”) documenting the Annual Savings for the first Guarantee Year. Customer shall provide written acceptance of the M&V Report within thirty (30) days of Ameresco’s submission of such report. Regardless of whether Customer provides such written acceptance, if Customer does not notify Ameresco in writing of any objection to the M&V Report within such thirty (30) days, Customer shall be deemed to have accepted such M&V Report. Upon any such acceptance, the Guaranteed Savings will be deemed achieved for the balance of the Guarantee Period and no further M&V Services will be performed under this Agreement.

Customer is aware that optional on-going M&V Services are available, at additional cost, for the duration of the Guarantee Period and Customer has determined not to incur such costs for noted services.

### **Dispute Resolution**

Any dispute, claim or disagreement of any kind or nature between the Parties arising out of or in connection with this M&V Plan or the Savings Guarantee shall be resolved in accordance with the Dispute Resolution procedures set forth in Section 13 of the Agreement.

## **SECTION 2: METHODOLOGY USED TO CALCULATE PROJECT SAVINGS**

The methodology used for projecting savings resulting from the implementation of the Project is summarized in the following equation:

$$\text{Annual Savings} = \text{Energy Savings} + \text{Operating Cost Savings}$$

Where:

**Annual Savings:** The total annual savings associated with implementation of this Project. This is the savings figure that will be used for comparison to the Guaranteed Savings as part of the Guarantee Reconciliation.

**Energy Savings:** The total Energy Savings associated with reduction in energy consumption as a result of implementation of this Project.

**Operating Cost Savings:** Operating Cost Savings can result from avoided expenditures for operations, maintenance, equipment repair, or equipment replacement and/or capital funds for projects that, because of the Project, will not be necessary. Sources of Operating Cost savings may include: i) avoided current or planned capital expense, ii) avoided O&M and/or equipment repair and replacement expense, and, iii) avoided renovation, renewal, or repair costs as a result of the Project.

## ENERGY SAVINGS

**Table G5: Summary of Annual Savings**

ECM No.	ECM Description	Electricity Savings (kWh)	Electricity Savings (\$)	Demand Savings (kW)	Demand Savings (\$)	Natural Gas Savings (Therms)	Natural Gas Savings (\$)	Guaranteed Total Utility Savings (\$)
L.1	Lighting Retrofits	158,399	\$10,011	431	\$2,318	-2,449	(\$1,484)	\$10,845
B.1	Building Envelope	1,583	\$100	0	\$0	3,171	\$1,922	\$2,022
<b>TOTALS</b>		<b>159,982</b>	<b>\$10,111</b>	<b>431</b>	<b>\$2,318</b>	<b>722</b>	<b>\$438</b>	<b>\$12,867</b>

The following details the savings calculations associated with each Energy Conservation Measure (ECM) included in Attachment B.

### ECM L.1: Lighting Retrofits

During the detailed study, a comprehensive lighting audit was conducted to determine the type and quantity of existing fixtures currently installed (refer to table Appendix 1 for more information). Ameresco then determined the proposed retrofit that would meet the intent of the project. Energy savings are primarily due to a reduction in fixture wattage; however, the fixture wattage reductions also result in less heat generated from the fixtures. This reduction in heat reduces the cooling load of the interior spaces in the summer, but also increases the heating load in the winter. These effects are included.

The annual electrical demand savings were determined by comparing the wattage of existing fixtures with the wattage of the proposed retrofits and then applying a diversity factor. The diversity factor represents the likelihood of that fixture being energized during the period with demand is typically set.

$$kW_{Saved} = \# \text{ of Months} \times [(kW_{Base} - kW_{Retro}) \times \text{Diversity Factor } \%]$$

The electricity savings are then determined by applying the burn hours to the wattage of the existing and proposed fixtures and then taking the difference as follows:

$$kWh_{Saved} = [(kW_{Base} \times Hrs_{Base}) - (kW_{Retro} \times Hrs_{Retro})]$$

Where:

- $kW_{Base}$  = Base fixture kW, as per lighting audit calculation
- $kW_{Retro}$  = Retrofit fixture kW, as per lighting audit calculation
- $Hrs_{Base}$  = Base fixture operating hours, as per lighting audit calculation
- $Hrs_{Retro}$  = Retrofit fixture-operating hours

The burn hours of base and retrofits are the same except in cases where an occupancy sensor will be installed. The cost savings is then determined by multiplying the  $kW_{saved}$  and  $kWh_{saved}$  above by the baseline utility rates.

Those cooling savings due to reduced heat generated from LED lights are determined using the following equations.

$$\text{Cooling System Savings (kWh)} = \text{Interior Lighting kWh Savings} \times \text{Cooling kWh Factor}$$

$$\begin{aligned} \text{Cooling Demand Savings (kW)} \\ = \text{Monthly Lighting kW Savings} \times \text{Cooling kW Factor} \times \# \text{ Months} \end{aligned}$$

Where:

- ◆ The cooling kWh factor is 0.095
- ◆ The cooling kW factor 0.254

There is also an increased heating load due to the LED lights putting off less heat.

$$\text{Annual Heating Penalty (MMBtu)} = (\text{kWh}_{\text{Baseline}} - \text{kWh}_{\text{PostRetrofit}}) \times \text{Heating Factor}$$

Where:

- ◆ The heating factor equals -0.0023 MMBtu/kWh

### **ECM B.1: Building Envelope**

Energy savings are based on the ASHRAE crack method calculations. If the process reveals any variation in the as-built conditions, then savings will be adjusted accordingly. Determination of current air leakage rates is based on many factors, including:

- Linear feet of cracks
- Square feet of openings
- Stack coefficient
- Shield class
- Average wind speed
- Heating or cooling set point
- Average seasonal ambient temperatures

#### **Savings due to infiltration reduction**

The following equation is based on ASHRAE crack method:

$$\text{Heat loss per hour: } Q = 1.08 \times \text{CFM} \times \Delta T$$

Where CFM, cubic feet per minute, is calculated in the following manner:

$$CFM = A_{crack} \times \sqrt{(C_s \Delta T + C_w V^2)}$$

In this equation, A represents the crack area in square inches to be reduced. The other values in the equation are standard for these buildings and are based upon shelter class, height, and local wind speed.

- $C_s$  = stack coefficient = 0.0299 (two-story typical)
- $\Delta T$  = temperature difference =  $T_{out} - T_{in}$
- $C_w$  = wind coefficient = 0.0101 average
- $V^2$  = wind speed = 8.8 average mph

$\Delta T$  is calculated by subtracting the average outdoor air temperature per hour from the indoor temperature, using 24 data points per month to accurately account for weather variances, and subsequently calculating airflow and heat loss for each set of data. Therefore, 288 data points are used, and  $\Delta T$  is the number of hours each data point represents. The total heat loss is calculated as follows:

$$q = \epsilon_{x=1}^{288} 1.08 \times A_{crack} \times \sqrt{C_s (T_{out} - T_{in}) + C_w V^2} \times (T_{out} - T_{in}) \times \Delta T$$

#### Savings due to insulation improvements

Steady-state, one-dimensional heat flow through insulation systems is governed by Fourier's law:

$$q = -k A \frac{dT}{dx} * Hrs / 1MMBTU$$

Where:

- $q$  = rate of heat flow, BTUH
- $A$  = cross sectional area normal to heat flow, ft<sup>2</sup>
- $K$  = thermal conductivity of the insulation material, Btu-in/h ft<sup>2</sup>°F
- $dT/dx$  = temperature gradient, °F/in

Note that changes in occupancy hours, heating and cooling set point and weather conditions will all affect the savings potential of this envelope improvement measure. An increase in operating hours or the heating set point will reduce the savings potential, but at a rate substantially less than heating costs would have been affected prior to the implementation of these strategies.

**Operating Cost Savings**

Operating Cost Savings includes avoided expenditures for equipment replacement and/or capital funds for projects that, because of the Scope of Services of this project, will not be necessary. Sources of Operating Cost savings may include: i) avoided current or planned capital expense, ii) avoided O&M and/or equipment repair and replacement expense, and, iii) avoided renovation, renewal, or repair costs as a result of the project.

**Table G6: Year 1 Operating Costs Savings**

<b>ECM</b>	<b>Year 1 Operating Cost Savings</b>
L.1	\$ 21,677.00

The Customer has identified the need for improving its existing facilities in order to address known building deficiencies, extend the building / systems useful life, and address occupant comfort issues. As a result, the Customer has developed estimates for the costs of the Scope of Services included in the ECMs if a separate project had to be performed to complete such Scope. The Customer desires to incorporate the Scope of Services into this Agreement in order to ensure such Scope is completed within the schedule and cost agreed to with Ameresco.

The Customer finds that the Year 1 Operating Cost Savings identified in Table G6 are reasonable estimates of the costs avoided by incorporating the Scope of Services into the Agreement and agrees and accepts these Year 1 Operating Cost Savings subject to completion of the M&V Services set forth in this Attachment G.

In each subsequent Guarantee Year, the Year 1 Operating Cost Savings determined for the First Guarantee Year shall be escalated at a rate of 3.0% per year.

This Attachment G, comprising nine (9) pages, is attached to and made part of the Agreement.

**WEeping WATER PUBLIC  
SCHOOL DISTRICT 13-0022**

**AMERESCO, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT H

### TRAINING

Ameresco shall provide training on the intent, design, operating requirements, and operational and maintenance requirements for the ECM installed. The following section defines the intent, personnel to be involved, logistics, and tracking and documentation for the Training Plan that shall be provided by Ameresco.

Ameresco will implement a training program that involves hands-on/field training. Training will include a review of the overall installation and performance characteristics of the installed Energy Conservation Measure. Documentation will include review of O&M manuals, and equipment specification literature. The primary goal of Ameresco's training program will be to educate designated operations, maintenance, and building staff in the key areas that relate to the ECM installed throughout the project. Ameresco has identified Level 1 training will be sufficient for ECM L.1: Lighting Retrofits and ECM B.1: Building Envelope.

- **Level 1:** For systems and equipment which are essentially direct replacements of existing equipment, such that no additional skills will be required to perform operations and maintenance functions, the training will be limited to a general overview of the equipment installed, a review of the manufacturer's O&M manuals, and an explanation of equipment warranties. This level of training will provide operations and maintenance staff the familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one time and will include up to 2 hours of instruction.

**ATTACHMENT I**

**MEASUREMENT AND VERIFICATION FEE SCHEDULE**

Fees for M&V Services will be due and payable as provided in Section 4(d) of the ESA and Attachment G.

<b>Year</b>	<b>M&amp;V Cost</b>
<b>1</b>	<b>\$3,000</b>
<b>2</b>	<b>\$3,090</b>
<b>3</b>	<b>\$3,183</b>

Fees for M&V Services are based on Customer's compliance with its obligations to provide energy usage data, including remote access to, and the collection of data from, the Monitoring System and/or Customer's network server.

DRAFT

**ATTACHMENT J**

**CUSTOMER'S MAINTENANCE RESPONSIBILITIES;  
STANDARDS OF SERVICE AND COMFORT**

**SECTION 1. CUSTOMER'S MAINTENANCE RESPONSIBILITIES**

Customer, at its own expense, will keep and maintain, or cause to be kept and maintained, the lighting systems in as good operating condition as when delivered to the Customer hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide maintenance and service and make all repairs necessary for such purpose. Responsibility for the proper maintenance, service, repair and adjustments to the lighting systems shall transfer to the Customer on the date of "Substantial Completion" of the lighting system ECM as such date is determined in accordance with the definition of Substantial Completion set forth in Section 1 of the Agreement. The Customer will be responsible for such maintenance, service, repair and adjustments for the remainder of the Term. Operation and Maintenance Manuals (O&M Manuals) will be provided to the Customer, by the ESCO. Included with the O&M manuals will be a list of maintenance responsibilities and tasks for the Customer.

In addition to any of its other obligations under this Agreement, Customer agrees to operate and maintain all ECM's to the standards set forth in this Attachment J. Deviation from these standards may result in adjustments to the Baseline, the Guaranteed Savings or the determination of Annual Savings.

## **SECTION 2. STANDARDS OF SERVICE AND COMFORT**

Space temperature set points for locations maintained by Customer are as shown in the tables below. Ameresco shall not be responsible for the existing HVAC equipment having the ability to meet the space temperatures provided in the following tables. Deviation from these standards may result in adjustments to the Baseline, the Guaranteed Savings Amount and/or the determination of Annual Savings.

### **Heating Set Points:**

<b>Space</b>	<b>Maximum Temperature</b>
Occupied	70°F
Unoccupied	70°F
Heating System Efficiency	85%

### **Cooling Set Points:**

<b>Space</b>	<b>Minimum Temperature</b>
Occupied	74°F
Unoccupied	78°F
Cooling System Efficiency	0.67 kW/Ton

Lighting burn hours were determined using the occupancy hours and adjusting those hours based on space type. The resulting lighting burn hours used for the energy savings calculations are shown in the table below. Any deviation from these hours may result in adjustments to the Baseline, the Guaranteed Savings Amount and/or the determination of Annual Savings.

### **Lighting Burn Hours:**

<b>Space Type</b>	<b>Annual Lighting Burn Hours</b>
Auditorium	1656
Cafeteria	2025
Classroom	2025
Conf Rm	1840
Corridor	2577
Elevator	8760
Emergency Exit Signs	8760
Exterior	4340
Freezer Lights	184
Gym	2209
Kitchen	1656
Locker Room	1656
M/E	552
Office	2025
Restroom	1841
Stairwell	2577
Storage	442

**WEeping WATER PUBLIC SCHOOLS  
MASTER AGREEMENT  
2021-2022**

The Weeping Water Board of Education and the teaching staff recognize that the development of a quality educational program for the children attending the public schools of District #22 is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The public officials and the teaching staff enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community.

**ARTICLE I**

The Board recognizes the Weeping Water Education Association as the exclusive collective bargaining unit for the certificated teaching staff for the period of this Agreement.

**ARTICLE II**

1. **Salary Schedule** - base pay is set at \$37,550 for the 2021-22 school year.
  - a. The salary of each teacher covered by this Agreement is set forth in the Schedule attached hereto and made a part hereof. Such Salary Schedule shall remain in effect during the designated periods. Placement on vertical steps (experience) on the salary schedule for first time certificated will be at the discretion of the administration, with approval of the Board of Education.
  - b. Unless a teacher has misrepresented his or her qualifications, initial placement on the Salary Schedule by the School Board will be final. Subsequent movement on the Salary Schedule shall be computed, using those college hours accepted by the superintendent at the time of initial placement as the basis for future movement. Hours earned beyond the Bachelors' Degree must be graduate hours. The only exceptions are undergraduate hours approved in advance by the superintendent because an additional endorsement would benefit the district.
  - c. Movement horizontally beyond the salary lane BA+36/MA requires graduate level courses earned ***after the date the master's degree was earned***. Exceptions to the requirement for graduate level courses can be applied for through the administration.
  - d. Movements between columns are predicated on multiples of 9 hours of approved graduate credit. A transcript indicating successful completion of all college hours must be submitted ***prior to September 1*** of each school year to qualify for credit on the Salary Schedule. Movement within the salary schedule is limited to a maximum of ***two columns over and maximum of one step down within a one- year period*** (given that the required college hours are completed to move over 2 columns at once).
  - e. The highest salary in each column is computed as a multiple of the base salary using the following multiples:

BA	1.24	BA+36/MA	1.64
BA+9	1.28	MA+9	1.72
BA+18	1.40	MA+18	1.76
BA+27	1.52	MA+27	1.84

## **2. Extra-Curricular**

Standard duties-sponsorship of activities may be assigned at a percent of the Salary Schedule base as listed on attached page.

Remuneration to teachers for sales at extra-curricular activities.

- A written policy concerning sales procedures, use of passes, and specific duties shall be provided by the Athletic Director to each faculty member.
- Assignment of staff for ticket sales at extra-curricular activities shall be the amount of nights needed, distributed equitably, not to exceed five nights per year, only if enough staff members do not volunteer to cover the events.
- Remuneration to staff for assignments at extra-curricular activities, i.e. timekeepers, scorers, line judges, ticket-sellers shall also be at minimum wage.

## **3. Payment of Salary**

Salary payments shall be made in twelve equal installments with the first and ensuing payment dates specified in the individual teacher's contract.

Payroll checks shall be issued on the 20<sup>th</sup> day of each month. If the 20<sup>th</sup> falls on a weekend (Saturday or Sunday) teachers shall receive their checks on the preceding Friday.

## **4. Retirement**

Compliance with Federal and State Laws concerning retirement shall be followed in the case of all employees.

## **5. Substituting for Classroom Teacher**

The secondary staff shall receive 1/8th of the daily substitute pay for substituting during their planning period.

The elementary staff shall receive 1/14th of the daily substitute pay for keeping their students during a 30-minute PE, Computer, Art, Music, or Library periods, 1/8th of the daily substitute pay for keeping their students during a 50-minute PE, Computer, Art, Music, or Library periods

Elementary teachers will be compensated by \$60.00/\$30.00 dollars a day or half day when classes are combined due to lack of a substitute being hired.

# **ARTICLE III**

## **1. Leave: Cumulative and Non-Cumulative**

- a. All certificated staff shall be granted ten (10) days Leave-of- Absence (LOA) per year. A maximum of forty-five (45) LOA days can be accumulated. Accumulated LOA days may only be used for reasons relating to an employee or employees' immediate family, birth/adoption of child, illness, accident, or other family emergency.
- b. All days used as leave-of-absence require notification of the administration. In cases of illness, bereavement, and other emergencies, this notification must be as soon as possible.

**In all other cases, notification must be given at least three days prior to the day(s) leave is to be taken.**

- c. Only days used as leave-of-absence in excess of cumulative limits are subject to approval of administration, except for cases when more employees request leave than there are substitutes available.
- d. Leave used to extend vacation time for any reasons other than personal or family illness or medical reasons, or for bereavement, shall require payment by the staff member for substitute pay for staff members that were required to be on duty, regardless of whether a substitute was actually employed.

## **2. Leave in Excess of Accumulated Leave**

- a. In the event that leave-of-absence exceeds cumulative leave days; salary may be deducted at a rate of one day/total number of contract days (as set by the administration) for each full day in excess of the LOA day accumulation limit.

## **3. Remuneration of Non-Accumulative Unused Leave**

- a. Any staff member having accumulated the maximum of 45 days of unused leave shall receive remuneration of \$45 per day for all current unused leave of their 10-day annual allotment. Payment to individual staff members will be made after July 1<sup>o</sup>, and prior to July 21\* of each year.
- b. Staff leaving the district, with a minimum of 15 continuous years of service in the district, will receive \$25 per day up to the maximum accumulated number of sick days allowed under the negotiated agreement. Payment will be made in the last payroll check following such resignation/retirement.

## **4. Leave Record Information**

- a. Individual records of accumulated leave shall be kept in forms provided in the Superintendent's office. Each teacher is responsible for information required to properly maintain these records and shall verify their accuracy at least once a year. Employees' cumulative sick leave shall be credited with any unused portion as of July 20" of each school year.

# **ARTICLE IV**

## **1. Duties of Employees**

All school personnel are expected to be on duty for the hours as stated in the personnel handbook for the current year or through written agreement with the Administration and/or Board of Education.

## **2. Responsibilities of Employees**

Teachers shall be on duty at their regularly assigned responsibilities each school day unless otherwise excused. In addition, teachers may be assigned responsibilities at other hours by the Superintendent or Principals for supervising or directing school activities at or away from school on as equitable a basis as possible.

## **ARTICLE V**

### **1. Health and Accident Insurance**

- a. During the first year of employment and all years thereafter, the District will provide the full single premium or the full family premium (and family dental coverage) for all full-time teachers who elect to receive the health and dental insurance coverage. The plan shall be the EHA \$1050 deductible/\$3500 deductible HSA Dual Choice Option for the 2021-22 school years.
- b. The period of district contribution to the above plans shall be for twelve (12) months each year the teacher is employed, beginning with the September pay period and ending with the August pay period.

### **2. Long-Term Disability**

The District will provide long-term disability benefits for full-time employees who have been employed by the district for at least 30 calendar days. This plan will provide a monthly benefit of 66.67% of the employee's monthly gross salary and health insurance premiums to a maximum of \$160,000/\$13,333 monthly. This monthly benefit will be coordinated with other benefits the employee may be eligible to receive. The benefit will begin on the 30-calendar day following the date of disability approval.

## **ARTICLE VI**

Definition-A grievance is a claim based upon an event or condition that affects the welfare and/or terms and conditions of employment of a certified staff member, or group of certified staff members and/or the interpretations, meaning or application of any of the policies, rules, or regulation of the school district.

### **Step 1**

The grievance shall be presented orally by the employee to his immediate supervisor.

### **Step 2**

If a satisfactory adjustment of such grievance shall not be reached with three (3) school days thereafter, it may be presented in writing to the immediate supervisor of the grievant who will, within five (5) days thereafter, present a decision in writing to the grievance.

### **Step 3**

If a satisfactory adjustment of such grievance shall not thereby be reached, it may be presented in writing to the Superintendent of Schools or his designated representative who will, within five (5) school days thereafter, present a decision thereon in writing to the grievant.

### **Step 4**

If a satisfactory adjustment of said grievance is not thereby reached, it may be presented in writing to the Board of Education who will hear the grievance within thirty (30) days and will present a written decision to the grievant with ten (10) days following the hearing.

## **ARTICLE VII**

### **1. NONDISCRIMINATION**

The Board and Association shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin.

### **2. SAFETY COMMITTEE**

The Superintendent may appoint members of the staff to serve on the safety committee as appropriate and as required by law.

### **3. JOINT PREPARATION AND CONSTRUCTION**

This Negotiated Agreement is the product of a collectively bargained negotiation, and all parties have cooperated in the drafting and preparation of the Agreement. Thus, this Negotiated Agreement should not be construed for or against any party.

### **4. MANAGEMENT RIGHTS**

Anything herein to the contrary notwithstanding, the Board, except as is expressly provided in this Agreement, reserves exclusively unto itself all the rights, powers, discretion, authorities, and prerogatives vested in it, whether exercised or not; and nothing herein shall be construed in any manner as constituting a delegation or waiver of any rights, powers, discretion, authority or prerogative so vested in the Board its designees.

### **5. WAIVER OF BARGAINING RIGHTS AND AMENDMENT TO AGREEMENT**

During the negotiations resulting in this Agreement, the District and the Association each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which any state or federal law imposes an obligation to bargain, including but not necessarily limited to, the Industrial Relations Act (NEB. REV. STAT. §§ 48-801 through 48-839). Except as specifically set forth elsewhere in this Agreement, the District expressly waives its right to require the Association to negotiate, and the Association expressly waives its right to require the District to negotiate over all matter as to which state or federal law imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the District and the Association during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the District or the Association at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the District and the Association, after the exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its terms. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the District and the Association.

## **6. ARTICLE VIII DOCUMENT AUTHORIZATION**

The terms of this Negotiated Agreement shall remain in full force and effect from year to year until they are superseded by an agreement of the parties or by an order of the Commission of Industrial Relations.

Weeping Water Education Association

By \_\_\_\_\_  
Chief Negotiator

Date \_\_\_\_\_

Board of Education, School District #22

By \_\_\_\_\_  
President, Board of Education

Date \_\_\_\_\_



## Weeping Water Public Schools Extra Duty Salary Schedule 2021/22

### EXTRA-DUTY 2021/22

Base \$37,550

Activities Director	20%	22%	22%
	<b>(1 - 2</b>	<b>(3 - 4</b>	<b>(5 -</b>
	<b>YRS)</b>	<b>YRS)</b>	<b>6</b>
			<b>YRS)</b>
<b>COACHING &amp; SPONSORS</b>			
Head Football	13%	14%	15%
Head Volleyball	13%	14%	15%
Head Cross County	7%	8%	9%
Head Boys Basketball	13%	14%	15%
Head Girls Basketball	13%	14%	15%
Head Wrestling	13%	14%	15%
Head Track	13%	14%	15%
Head Softball (no co-op)	13%	14%	15%
Co-Head Softball Coach (co-op situation)	9%	10%	11%
Head Cheerleading	7%	8%	9%
add 2% if the sponsor has stunting certification			
add 2% if the team <u>prepares</u> and attends the State			
Assistant Football	8%	9%	10%
Assistant Volleyball	8%	9%	10%
Assistant Cross County	3%	4%	5%
Assistant Boys Basketball	8%	9%	10%
Assistant Girls Basketball	8%	9%	10%
Assistant Wrestling	8%	9%	10%
Assistant Track *(Also assist with JH Track)	7%	8%	9%
Assistant Softball (no co-op)	8%	9%	10%
Assistant Softball (co-op situation - *if needed)	6%	7%	8%
Head J.H. Football	4%	5%	6%
Head J.H. Volleyball	4%	5%	6%
Head J.H. Boys Basketball	4%	5%	6%
Head J.H. Girls Basketball	4%	5%	6%
Head J.H. Wrestling	4%	5%	6%
Assistant J.H. Football	3%	4%	5%
Assistant J.H. Volleyball	3%	4%	5%
Assistant J.H. Boys Basketball	3%	4%	5%
Assistant J.H. Girls Basketball	3%	4%	5%
Assistant J.H. Wrestling* If Needed	3%	4%	5%
Instrumental Music	8%	9%	10%
Vocal Music	8%	9%	10%
Musical Play/All School Play	4%	5%	6%
Assistant Musical Play/All School Play / Musical Theatrical Asst.	2%	3%	4%
Concessions Sponsor	6%	7%	8%
Concessions Assistant	3%		
Speech Sponsor	5%	6%	7%
Drama Sponsor	5%	6%	7%
Annual Sponsor	4%	5%	6%
Senior Class Sponsor	3%	3.5%	4%
Junior Class Sponsor	4%	4.5%	5%
Sophomore Class Sponsor	0.5%		
Freshman Class Sponsor	0.5%		
FBLA Sponsor	4%	5%	6%
FCCLA Sponsor	4%	5%	6%

Student Council Sponsor	2%	3%	4%
Nat'l Honor Society Co-Sponsors	1%	2%	3%
Mock Trial Sponsor*	3%	4%	5%
Computer Coordinator	3%	4%	5%
Elementary S.A.T.	3%	4%	5%
High School S.A.T.	1%	2%	3%
Skills U.S.A. Sponsor	5%	6%	7%
Weight Room Sponsors= \$15 per session for 7 sessions a week, for 10 weeks.			

Committee assignments (non leadership role) = \$50 per committee per year  
 Committee assignment (leadership role) = \$100 per committee per year

\*To be assigned ONLY when needed.

## Resignation

---

**Stephanie** <stephenion@hotmail.com>  
To: kreiman@weepingwaterps.org

Fri, Jan 15, 2021 at 2:49 PM

Kevin Reiman-

I am resigning my position at Weeping Water Public Schools because I am not medically authorized to return until after I am vaccinated for Covid-19. You will be receiving the paperwork from my doctors office soon as they are struggling with COVID-19 illness and quarantines at this time. I had my mom take me to the office yesterday since I wasn't getting anywhere with phone calls.

Please let it be known that I disagree with all allegations in your letter. As I have mentioned numerous times, I have been staying at my mom's house because I am not authorized to drive long distances at this time due to SVT. It is unfortunate that I got severely ill and I have not been able to return to work. It has affected my life drastically. This all has been very hard on me personally and it is very difficult to discuss. My doctors office has stated they have faxed you updates monthly-not on my condition because that is protected health information- but regarding when I could return to work. I assumed you were getting them and I apologize you haven't. I asked them to call me when they are done with your paperwork so I can verify that you receive them.

Regards,  
Stephanie Ramos

Sent from my iPhone



# PROCLAMATION

**WHEREAS,** school counselors are employed in public and private schools to help students reach their full potential; and

**WHEREAS,** school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

**WHEREAS,** school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

**WHEREAS,** school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

**WHEREAS,** school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

**WHEREAS,** comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

**Therefore, I, \_\_\_\_\_ do hereby proclaim February 1–5, 2021, as National School Counseling Week within Weeping Water Public Schools.**



# 2020-2021 Weeping Water Public Schools

*"The mission of Weeping Water Public Schools, Every Student, Every Day, Lifelong Learning Is the Weeping Water Way"*

## January Multicultural Education Report to the Board of Education

The curriculum at Weeping Water Public Schools includes studies relative to the culture, history, and contribution of individuals and groups from a variety of backgrounds, including, but not limited to African Americans, Hispanic Americans, Native Americans, and Asian Americans. Also included in the curriculum is a special emphasis on human relations and sensitivity toward all individuals, which is infused into all subject areas of the core and elective curriculum areas in grades PK – 12.

A goal of Weeping Water Public Schools is to create a variety of experiences that contribute to the students' development of attitudes and skills that will enable them to become informed citizens in a changing, multicultural world.

### Multicultural Goals

- Multicultural education will be an integral part of the PK – 12 curriculum.
- Multicultural educators will have access to comprehensive resources through a variety of media and instructional channels.
- Students will demonstrate knowledge about cultures, history, and contributions of minority groups through a variety of activities, projects, and/or assessments.
- Multicultural education will promote behavior and conduct that reflects awareness/tolerance toward all cultures.

### Multicultural Curriculum

Academic instruction in multicultural education is infused into all PK-12 curriculum areas, providing enriching learning experiences for students. Such experiences specifically teach learners the knowledge and skills that value diversity and develop appreciation of individuals from other cultures. Students are taught cultural and historical contributions from various cultures around the world. Multiple perspectives of cultural groups are integrated in the curriculum. Students are provided an awareness of, and a responsibility to, the cultural and ethnic differences from various racial groups. Understanding human relationships is an integral facet to the instruction.

The following represent examples of multicultural topics, units of study, and instructional activities that enhance and increase students' awareness and understanding of multiculturalism throughout grades **PK – Grade 5**:

- Cultures of the World
  - American Indian
  - Native American
  - Hispanic
  - African American
  - Japanese
  - Canadian
  - French
  - Asian American
  - Chinese
  - Australian

- o European countries
- o Middle Eastern
- Literature, Music, Sports from other countries
- Food, Clothing, Shelter from around the world
- Famous People from around the world
- Artists from around the world
- Immigration
- Traditions and History

The following represent examples of multicultural topics, units of study, and instructional activities that enhance and increase students' awareness and understanding of multiculturalism throughout grades **6-12**:

- Literature, music, art, religion, food, holidays, customs & traditions from other countries
- Famous individuals' contributions to society, national origins of various content concepts
- Human relations, government relations, employment trends and workplace skills, leadership, and conflict resolution lessons
- Technology-enhanced lessons including Skype / Zoom conversations and presentations, and Google translate interactions
- American and World History course units exploring specific cultures, time periods and individuals

The following holidays are explored in various ways throughout Weeping Water Public Schools as part of **PK-12** efforts to develop students' awareness and understanding of multiculturalism:

- Columbus Day
- Native American Month
- Black History Month
- Martin Luther King, Jr.
- Cinco de Mayo
- St. Patrick's Day
- Women's History
- President's Day
- Chinese New Year
- Hanukkah, Kwanzaa
- Asian/Pacific Heritage Month