



Work Session

Thursday, June 4, 2020 @ 6:00 PM Central
Middle School, 201 North Marian Road, Hastings, NE 68901

1. Roll Call -

2. Announcement - Jim Boeve -

3. Welcome to HEA reps and guests - Jim Boeve -

4. Review Board Norms/Goal - Jim Boeve -

5. *Reaffirm Superintendent Succession Plan - Jim Boeve -

6. *Approve Morton Bond Resolution - Jeff Schneider -

7. Quarterly Financial Update - Jeff Schneider -

8. Summer Planning Update - Jeff Schneider -

9. Annual review of Anti-bullying policy - Jeff Schneider -

10. *Approve the engineering services proposal from Engineering Technologies of Lincoln in the amount of \$124,800 for the Morton remodeling project - Trent Kelly -

11. *Approve classified staff salary increase for 2020-2021 - Dave Essink -

12. *Approve revised Appendix A - Dave Essink -

13. *Approve administrative staff salary increase for 2020-2021 - Jeff Schneider -

14. *Approve the superintendent's salary increase for 2020-2021 - John Bonham -

15. *Approve substitute rate increase - Jeff Schneider -

16. *Consent Agenda - David Essink -

17. *Approve PT Contract - Kandace Garwood -

18. Reminders - Jim Boeve -

19. Reports, etc., at Board Meeting - Jim Boeve -

20. Adjournment - Jim Boeve -

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

*****Action Item:** The board reserves the right to take action on an item listed on the board agenda.

Students, staff, families and community will collaborate to maximize readiness for our student's college/career and citizenship. We will increase the rigor and relevance of each student's learning experience while meeting their academic and well-being needs.

Hastings Public Schools

Board of Education Norms

We will work to achieve consensus while valuing differences of opinion both within our Board and when considering the input of others.

We will conduct meetings and business in a manner that is fair and professional.

We will strive to ensure our decisions are congruent with the mission, vision, and strategic plan for the District.

Each member will be committed to the School Board process by attending meetings, being on time, coming prepared, adhering to the agenda (the President of the Board may adjust the order of the agenda to allow the fullest participation of the available members of the Board upon the request of a Board Member), *referencing Robert's Rules of Order*, and participating to their full potential.

We will gather the necessary data; seek expertise from within and outside of our District; and attempt to hear from any parent, student, or other community member in order to make wise decisions that reflect all stakeholders.

We will regularly and intentionally communicate with one another, the administration, faculty, staff, students, community, and the press to ensure information is shared openly and in a relevant, timely and appropriate manner.

We will also maintain confidentiality when necessary.

We will serve as advocates for K-12 public education within our community, as well as within the state of Nebraska.

We will recognize that, as community leaders, we will adhere to the character standards that are the core of our school: respect, responsibility, compassion, and honesty.

Our collective and fundamental purpose is to assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens.

**HASTINGS PUBLIC SCHOOLS
BOARD OF EDUCATION**

SUPERINTENDENT SUCCESSION PLAN

Acting Superintendent

Periodically, when the Superintendent must be away from the District on a planned short-term basis, the Superintendent will designate an administrator from the District to represent him or her during the short-term absence. In this instance, no action by the Board of Education is necessary. The Superintendent's designee will be communicated to the members of the Board of Education and the Administrative Team.

However, when the Superintendent will be away from the District or unable to carry out his or her responsibilities for an extended or unplanned period of time (greater than 14 calendar days or as determined by the Board), and is expected to return to his or her duties within the contract year, the Board of Education will appoint an Acting Superintendent from the members of the Administrative Team. Should such an appointment take place, the Acting Superintendent will be expected to adjust the administrative responsibilities of the Administrative Team to allow the Acting Superintendent to serve in the capacity of the chief educational officer while continuing to carry out the functions of his or her prior assignment. In this instance, a replacement administrator for the Acting Superintendent will not be employed.

Interim Superintendent

The Board of Education will appoint an Interim Superintendent when a long-term vacancy in the Superintendency occurs at a time when it is not possible for the District to hire a Permanent Superintendent. In consultation with the Board, the Superintendent Succession Planning Committee will be responsible for locating a suitable Interim Superintendent. The Superintendent Succession Planning Committee will advertise and contact professional organizations, state institutions that offer Superintendent Certification Programs, and others to determine the availability of an Interim Superintendent. When necessary, the Superintendent Succession Planning Committee will paper screen, interview, and check the references of Interim Superintendent candidates to formulate a recommendation for the consideration of the full Board. In all cases, an Interim Superintendent position will require proper action by the Board of Education. An Interim Superintendent may be appointed from members of the Administrative Team. Should this occur, the Board would need to find an interim replacement for the Administrative Team Member elevated to the Interim Superintendency. Absent action by the Board, an Interim Superintendent will not be able to apply for a Permanent Superintendent position.

Permanent Superintendent

When a vacancy in the Superintendency is planned, the Superintendent Succession Planning Committee will, in a timely fashion, request proposals from administrative search firms to be approved for use by the Board as determined by the Board. The selected search firm may be asked to carry out some if not all of the following tasks:

- Create a profile using the input of the Board to determine the knowledge, skills, and/or dispositions of a candidate capable of excelling as a Superintendent of the District;
- Advertise broadly;
- Conduct a paper screening and, as appropriate, a reference review to provide the Board with the most qualified applications for the Superintendent Succession Planning Committee to consider.

The Superintendent Succession Planning Committee will determine “finalists.” Once finalists are selected the following Interview Committees will be established by the Superintendent under the direction of the Superintendent Succession Planning Committee:

- Classified Staff: representing the major departments of maintenance, custodial, transportation, clerical, instructional support and other departments deemed appropriate.
- Certificated Staff: representing each elementary and secondary staff on an equal basis.
- Patron: made up of individuals willing to serve from a list of community members generated by Board Members.
- Administrative Staff: made up by Directors and Principals.
- Board of Education.

In addition to interviews with the above committees, the Board President will establish a tour of the District with an individual or individuals designated by the Board President.

The President of the Board of Education will serve as the spokesperson for the District during the selection process and when announcing a new Superintendent.

BOND RESOLUTION

OF

**ADAMS COUNTY SCHOOL DISTRICT 0018
(HASTINGS PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

PASSED

June 8, 2020

AUTHORIZING:

**NOT TO EXCEED
\$6,000,000
GENERAL OBLIGATION BONDS
SERIES 2020**

RESOLUTION

FINDINGS AND DETERMINATIONS

The Board of Education (the **“Board”**) of Adams County School District 0018 (Hastings Public Schools) in the State of Nebraska (the **“District”**) hereby finds and determines as follows:

1. The District is a Class III school district and political subdivision of the State of Nebraska, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Nebraska.

2. Pursuant to Chapter 10, Article 7, Reissue Revised Statutes of Nebraska, as amended (the **“Act”**), the Board has the authority, upon a majority vote of electors voting at a general or special election, to (a) issue negotiable bonds of the District for the purpose of providing funds for improvements to existing facilities of the District, which may include improvements at Morton Elementary School and other District facilities (collectively, the **“Project”**) and issuing such bonds; and (b) levy an annual tax on the taxable value of all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds.

3. Pursuant to a resolution adopted by the Board, an election (the **“Election”**) was called and was held in the District in connection with the statewide primary election on May 12, 2020, on the proposition (the **“Proposition”**) for the issuance of bonds in an amount not to exceed \$6,000,000 to provide funds to pay the costs of the Project and related costs and to levy an annual tax sufficient to pay the principal of and interest on said bonds as the same become due.

4. Notice of the Election was published as provided by law, the Election was conducted as provided by law and the results of the Election are as follows:

Total Ballots Cast	5,106
Ballots cast in favor of bonds and tax (including ballots for early voting)	3,473
Ballots cast against bonds and tax (including ballots for early voting)	1,633

5. The Board has duly canvassed the returns of the Election and hereby further finds and determines that a majority of all the qualified electors voting on the Proposition voted in favor of the issuance of such bonds and the levy and collection of taxes to pay the same.

6. It is now necessary, desirable, advisable and in the best interest of the District to authorize the issuance and delivery of bonds authorized at the Election pursuant to the Act in an aggregate stated principal amount not to exceed \$6,000,000 (the **“Bonds”**) for the purposes of paying the costs of the Project and the costs of issuing such bonds.

7. All conditions, acts, and things required by law to exist or to be done precedent to the issuance of the Bonds do exist and have been done in due form and time as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ADAMS COUNTY SCHOOL DISTRICT 0018 (HASTINGS PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

“Act” means Chapter 10, Article 7, Reissue Revised Statutes of Nebraska, as amended.

“Authorized Officer” means the Superintendent of the District or the President of the Board of Education of the District.

“Beneficial Owner” means any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bond Counsel” means Gilmore & Bell, P.C., or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the District.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the not to exceed \$6,000,000 of the District’s General Obligation Bonds, Series 2020, authorized by **Section 201**.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Construction Fund” means the fund by that name referred to in **Section 501** hereof.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking dated the date of its execution and delivery by the District, as the same may be amended or supplemented in accordance with the provisions thereof.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or Government Obligations that may be applied only to principal or redemption price of and interest payments on such obligations;

(3) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody’s Investors Service, Inc. (presently “Aaa”) or Standard & Poor’s Ratings Services (presently “AAA”).

“District” means Adams County School District 0018 (Hastings Public Schools) in the State of Nebraska, and any successors or assigns.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the District.

“Interest Payment Date” means June 15 and December 15 of each year, beginning on such date as determined by an Authorized Officer.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds previously cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means BOKF, National Association, in Lincoln, Nebraska, and any successors or assigns as may be designated by an Authorized Officer.

“Permitted Investments” means any of the investments permitted by Section 79-1043, Reissue Revised Statutes of Nebraska, as amended, for funds of the District.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means improvements to existing facilities of the District, which may include improvements at Morton Elementary School and other District facilities.

“Purchaser” means such underwriting firm or banking institution as the original purchaser of the Bonds as determined by an Authorized Officer.

“Rebate Fund” means the fund by that name referred to in **Section 501** hereof.

“Record Date” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Resolution.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Replacement Bonds” means Bonds issued to Beneficial Owners in accordance with **Section 207** hereof.

“Resolution” means this Resolution adopted by the governing body of the District, authorizing the issuance of the Bonds, as amended from time to time.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Stated Maturity” means when used with respect to any Bond, the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

“Tax Certificate” means the Federal Tax Certificate dated the date of its execution and delivery by the District concerning the requirements of the Code with respect to the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“United States” means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued Bonds in a stated principal amount not to exceed \$6,000,000. The Bonds are issued for the purpose of paying the costs of the Project and the costs of issuing the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds, each series numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof. The Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. The District hereby designates the Paying Agent as its paying agent for payment of the principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds. The Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the District and the Paying Agent (the **“Registrar Agreement”**), the form of which is hereby approved. The President and Secretary are hereby authorized to execute the Registrar Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary.

The District will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying

Agent at any time in its discretion by filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States that on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The District shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the District of such Special Record Date and, in the name and at the expense of the District, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date herefore to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the District.

Section 205. Registration, Transfer and Exchange of Bonds. The District covenants that, so long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the Designated Office. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The District shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The District and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the District of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The District and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The President and Secretary are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the District shall execute and, upon the District's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the District, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this **Section 207**, the District may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the District, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the District.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 209(b)**.

(b) (1) If the District determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under this **Section 209(b)(1)(A) or (1)(B)**, the District, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the District, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)**, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the District.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the District may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary and Final Official Statement. The Authorized Officers are hereby individually authorized to approve a Preliminary Official Statement and a final Official Statement, and the use and public distribution of the final Official Statement by the Purchaser in connection with the offering of the Bonds is hereby authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The District agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser 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.

The Authorized Officers are further hereby individually authorized to approve a notice of sale, if the Bonds will be sold in a competitive sale, and any and all other documentation necessary or appropriate in connection with the sale of the Bonds.

Section 211. Sale of Bonds. The Bonds shall be sold to the Purchaser upon receipt of the purchase price determined by an Authorized Officer in accordance with the provisions of this **Section 211**. The Authorized Officer is hereby authorized to fix and determine the purchase price of the Bonds, which shall take into consideration an underwriting discount on the Bonds not to exceed 1.00% of the principal amount thereof in accordance with the provisions of **Section 212** hereof.

Section 212. Authorization of Officers. An Authorized Officer is hereby authorized and directed, in the exercise of his own independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (a) the date of original issue of the Bonds, (b) the aggregate stated principal amount of Bonds to be issued, which shall in no event exceed \$6,000,000, (c) the dates on which the principal of the Bonds shall mature and the principal amount of Bonds to mature on each of such dates, together with any mandatory sinking fund payments with respect to Bonds which are issued are "term bonds," (d) the date of final maturity of the Bonds, which shall in no event be later than December 15, 2046, (e) the date or dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of the Bonds such that the true interest cost on the Bonds shall not exceed 4.50%, (g) the provisions governing the redemption of the Bonds prior to maturity, the nature of any notice to be given in the event of any such prior redemption, the redemption price or prices payable upon such redemption (not to exceed 104%) and the respective periods in which each redemption price shall be payable, (h) whether the bonds will be sold in a negotiated sale or competitive sale and the form and contents of the appropriate related documentation, (i) the underwriting discount, not to exceed 1.00%, and the price at which the Bonds shall be sold to the Purchaser, (j) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with authorization, issuance, sale and delivery of the Bonds, and (k) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) ***Optional Redemption by District.*** At the option of the District, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity at any time or after the fifth anniversary of the date of issuance thereof at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof.

(b) ***Mandatory Redemption.*** Any Bonds issued as “term bonds” shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the District shall redeem on the dates specified by an Authorized Officer pursuant to **Section 212** hereof the principal amounts determined by such Authorized Officer pursuant to **Section 212** hereof.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the District may: (1) deliver to the Paying Agent for cancellation term bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any term bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the District under this Section for any term bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each term bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the District to redeem term bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for term bonds of the same Stated Maturity in chronological order, and the principal amount of term bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the District intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the District will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the District specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the District and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in inverse order of their Stated Maturities, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as provided, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the District by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal corporate trust office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the District defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the territorial limits of the District. The full faith, credit and resources of the District are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the principal of and interest on the Bonds as the same become due, the District shall cause to be levied, and there is hereby levied, upon all of the taxable property within the District a direct annual tax sufficient to pay all of the principal of and interest on the Bonds as the same becomes due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the District are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the District and

shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the District and to reimburse the general funds for money so expended when such taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the District and shall be held and administered by the District the following separate funds:

- (a) Construction Fund.
- (b) Debt Service Fund.
- (c) Rebate Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

Section 503. Application of Moneys in the Construction Fund. Money in the Construction Fund shall be used by the District solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications herefore prepared by the District's architects and engineers previously approved by the Board, including any alterations in or amendments to such plans and specifications deemed advisable by the District's architects and engineers and approved by the Board and (b) paying the costs and expenses of issuing the Bonds.

The Authorized Officers or their designee shall make withdrawals from the Construction Fund in accordance with the established procedures of the District. Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Moneys in the Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the District for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. Each Authorized Officer or their designee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the

Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the District. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the District shall be transferred and paid into the general fund of the District.

Section 505. Application of Money in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the required of the Code, for payment to the United States of America, and neither the District nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate.

(b) The District shall periodically determine the arbitrage rebate under Section 148(f) of the Code in accordance with the Tax Certificate, and the District shall make payments to the United States of America at the times and in the amounts determined under the Tax Certificate. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefore, shall be released to the District.

(c) Notwithstanding any other provision of this Resolution, including in particular **Article VII** hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 506. Deposits and Investment of Money. Money in each of the funds created by and referred to in this Resolution shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Nebraska that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Nebraska. All moneys held in the funds created by this Resolution shall be kept separate and apart from all other funds of the District so that there shall be no commingling of such funds with any other funds of the District.

Moneys held in any fund referred to in this Resolution may be invested by the Authorized Officers or their designee at the direction of the Board, in accordance with this Resolution and the Tax Certificate, in Permitted Investments; 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 was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 507. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the District to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of

the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the District the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the District, and the Registered Owner thereof shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the District shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the District and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the District and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the District, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the District contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver

of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the District and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the District's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Nebraska and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the District has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the District has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the District, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The District covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) 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, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The District will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, 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 (1) 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 (2) 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 arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

The District covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(d) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Resolution or any other provision of this Resolution, until the final maturity date of all Bonds Outstanding.

Section 802. Continuing Disclosure. The District hereby (a) authorizes and directs that its President execute and deliver, on the date of issue of the Bonds, the Continuing Disclosure Undertaking in such form as shall be satisfactory to the Authorized Officer, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this **Section 802**.

Section 803. Amendments. The rights and duties of the District and the Registered Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the District with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Secretary, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the District is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the District at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Registered Owners, the District may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in a resolution adopted by the Board amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Secretary to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Secretary a copy of such amendatory or supplemental resolution of the District, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The District shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

Section 804. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any

such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the District and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the District shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the District.

Section 805. Further Authority. The officers of the District, including the President and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 807. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 808. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the Board as provided by law.

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PASSED: June 8, 2020.

**ADAMS COUNTY SCHOOL DISTRICT 0018
(HASTINGS PUBLIC SCHOOLS) IN THE
STATE OF NEBRASKA**

ATTEST:

By: _____
President

By: _____
Secretary

**SCHEDULE A
TO RESOLUTION**

(FORM OF BONDS)

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**Registered
No. R-_____**

**Registered
\$_____**

**ADAMS COUNTY SCHOOL DISTRICT 0018
(HASTINGS PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

**GENERAL OBLIGATION BOND
SERIES 2020**

Interest Rate

Maturity Date

Dated Date

**CUSIP
Number**

December 15, 20____, 2020

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ADAMS COUNTY SCHOOL DISTRICT 0018 (HASTINGS PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA, a Class III school district and political subdivision of the State of Nebraska (the “**District**”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above on the Maturity Date shown above unless called for redemption prior to such Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 in each year, beginning _____, 20__, until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft mailed to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the designated corporate trust administration office of **BOKF, National Association**, Lincoln, Nebraska (the “**Paying Agent**”). The interest payable

on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the fifteenth day next preceding the date for the payment of such interest (the "Record Date"). Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the District designated "General Obligation Bonds, Series 2020," aggregating the principal amount of \$_____ (the "**Bonds**"), issued by the District for the purpose of paying the costs of improvements to existing facilities of the District, which may include improvements at Morton Elementary School and other District facilities under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to an election duly held in the District and a resolution duly passed (the "**Resolution**") and proceedings duly and legally had by the President and Board of the District.

At the option of the District, Bonds may be redeemed and paid prior to maturity at any time on or after _____, 20____, as a whole or in part in such principal amounts and from such maturity or maturities as the District may determine (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at a redemption price equal to 100% of the principal amount of the Bonds called for redemption plus accrued interest thereon to the redemption date.

Bonds maturing on December 15, 20____, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Resolution on December 15, 20____, and on each December 15 thereafter prior to maturity, at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date to the original purchaser of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the District. The full faith, credit and resources of the District are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefore.

as provided in the Resolution and upon payment of the charges therein prescribed. The District and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The District and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of the principal or redemption price of and interest on this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The District and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the District, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska; that a direct annual tax upon all taxable property situated in the District has been levied for the purpose of paying the principal of and interest on the Bonds when due; and that the total indebtedness of the District, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, ADAMS COUNTY SCHOOL DISTRICT 0018 (HASTINGS PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA, has caused this Bond to be executed by the manual or facsimile signature of the President of the Board and attested by the manual or facsimile signature of the Secretary of the Board.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds
of the issue described in the
within-mentioned Resolution.

Registration Date: _____

BOKE, NATIONAL ASSOCIATION,
Paying Agent

**ADAMS COUNTY SCHOOL DISTRICT 0018
(HASTINGS PUBLIC SCHOOLS) IN THE
STATE OF NEBRASKA**

By: _____ (facsimile signature)
President

ATTEST:

By: _____
Authorized Officer or Signatory

By: _____ (facsimile signature)
Secretary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books kept by the Paying Agent for the
registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15))

By: _____
Title: _____

General Fund					
2017-2018		2018-19		2019-20	
Balance 9-1-17	\$6,588,490.21	Balance 9-1-18	6,163,097	Balance 9-1-19	4,990,774
Qtr 1-3 Expenses	30,435,820	Qtr 1-3 Expenses	31,084,539	Qtr 1-3 Expenses	30,905,017
Qtr 1-3 Receipts	34,778,902	Qtr 1-3 Receipts	33,907,173	Qtr 1-3 Receipts	36,700,464
6/1/2018 balance	\$10,931,572.21	6/1/2019 balance	\$8,985,731.00	6/1/2019 balance	\$10,786,220.70
2017- 18 Qtr 1-3 total	\$4,343,082.00	2018- 19Qtr 1-3 total	\$2,822,634.00	2018- 19Qtr 1-3 total	\$5,795,447.00
Cooperative Fund					
Balance 9-1-17	1,756,068	Balance 9-1-18	2,482,217	Balance 9-1-19	2,780,713
Expenses	172,273	Expenses	93,432	Expenses	1,199,021
Receipts	4589	Receipts	162,896	Receipts	19,522
6-1-18 Balance	1,588,384	6-1-19 Balance	2,551,681	6-1-19 Balance	1,601,214
Fiscal	-167,684	Fiscal	69,464	Fiscal	-1,179,499
Qtr 1-3 Total	\$4,175,398.00	Qtr 1-3 Total	\$2,892,098.00	Qtr 1-3 Total	\$4,615,948.00

Summer Planning Update 2020

1. Weights/Conditioning:
 - 200+ SH students back on campus
 - groups of 25 or less
 - MLMH helped us establish the appropriate procedures
2. Kindergarten Registration:
 - All buildings are open for those wishing to register
 - Kindergarten teachers/admin video
 - District office can assist with registration once Elementary buildings close for the summer
3. Graduation will be on July 26th
4. Plans for Morton repurposing are in process
5. Fall procedures:
 - What does school look like in the fall?
 - Working with multiple districts as well as HC AND CCC, and local health officials
 - Transportation
 - PPE
6. Distance Learning
 - must be prepared for this in case we are not able to open or face another shutdown during 20-21
 - will be synchronous and asynchronous
7. Summer School Protocol
 - We hope to have K-3 summer school July 6-24th at Lincoln Elementary
 - Invite only (optional attendance) based on screenings performed in 19-20
 - Focus on Literacy
 - Paid for by state funding
 - Groups of less than 15 in each room
 - Will present plan to local health officials to make sure we have appropriate procedures in place for safety
 - No transportation
 - We think this would be an excellent test run for opening schools this fall

ANTI-BULLYING POLICY

One of the missions of the District is to provide a physically safe and emotionally secure environment for students and staff.

The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others.

The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

Legal Reference: Neb. Rev. Stat. § 79-2137
Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296
NDE February 2003 State Board Action; Reaffirmed December 2005

Approved 10/19/2015 Reviewed _____ Revised _____

HASTINGS PUBLIC SCHOOLS



PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

May 26, 2020

Mr. Trent Kelly
Hasting Public Schools
1924 West A Street
Hasting, NE 68901

RE: Hasting Public Schools – Morton Elementary School Remodel
ETI Project Number 2020-096

Dear Trent:

Engineering Technologies, Inc. (the ENGINEER) proposes to render professional engineering services in connection with your Project, which is generally described as follows and hereinafter called the "Project":

1. Project

- Provide mechanical and electrical design for Morton Elementary School. ETI will coordinate the design with the architectural firm you select for the project.

2. Basic Scope of Services

Our basic services will consist of Engineering work associated with the Mechanical and Electrical Construction Documents and construction period services, all as set forth below. You will be responsible for all services or items necessary for the Project, which are not specifically stated as part of basic services. We will also furnish such additional services as you may specifically request in writing.

- a. Prepare and provide one set of sealed working drawings, specifications, and other Contract Documents describing the material and workmanship required for the construction of the Project.
- b. Assist in the solicitation for bids from qualified contractors.
- c. Attend a pre-bid conference.
- d. After the bidding process is complete, evaluate the bids received and make a recommendation as to the lowest responsible bidder. After award of contract, attend a pre-construction conference with the Contractors and the Owner.
- e. Issue such additional instructions to the Contractor as may be necessary to interpret the approved plans and specifications or to illustrate changes required in the Contractor's work.

Page 1 of 5

Engineering Technologies Inc

Mechanical & Electrical Building Solutions

825 M Street, Suite 200, Lincoln, NE 68508

1111 N. 13th Street, Suite 216, Omaha, NE 68102

P 402.476.1273 F 402.476.1274

P 402.330.2772 F 402.330.2630

Innovative. Comprehensive. Proven

www.eti-engineers.com

Principals

Martin D. Kasl, PE, LEED AP, Mechanical Engineer
Thomas A. Ernsi, PE, Electrical Engineer

Daniel W. Schinstock, PE, Mechanical Engineer
Daniel L. Thompson, PE, Mechanical Engineer

Derek R. Kolschwar, PE, CxA, LEED AP, Mechanical Engineer
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical



- f. Review shop drawings submitted by the Contractor for general compliance with the approved plans and specifications.
- g. Attend six coordination meetings during construction of the project. Coordination meetings shall be scheduled with on-site observation trips, when possible.
- h. Review applications for pay requests submitted by the Contractor.
- i. Provide six on-site observation trips during the course of the project, at times deemed necessary by the ARCHITECT/OWNER. On-site observation is required to observe installation procedures and to help maintain quality control.
- j. When the Contractor completes all the work in accordance with the terms of the Contract, the ENGINEER shall verify that the work done and materials supplied are in general conformance with the plans and specifications, and shall recommend that final payment be issued to the Contractor.

NOTE: Attending the bid opening and handling matters pertaining to printing, advertising, and distribution of the Contract Documents shall not be included as part of basic services.

You will be requested to furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data. Energy studies, cost comparisons of different systems, or other similar studies are not included in the basic scope of services.

3. Compensation for Professional Services

Our fee and subsequent billings for our basic services will be based on the following:

- a fixed fee of \$124,800, this includes reimbursable expenses for our Basic Services.

Any additional services not described in this Agreement will be billed at our standard hourly rates and reimbursable rates in effect at time of such services (see attachment for current Standard Billing Rates).

Reimbursable expenses incurred in connection with all Additional Services will be charged based on actual costs plus 10% for copies; printing; reproductions; meals; lodging; transportation; and postage and handling (see attachment for Standard Reimbursable Expense Charges).

We will bill you monthly for basic and additional services. The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the Project through completion.

Payments are due and payable in full thirty (30) days from the date of our invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a mutually agreed upon time frame.

If, during the term of this Agreement, the scope of services is modified or circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of



services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the Client of the changed conditions necessitating renegotiation, and the ENGINEER and the Client shall promptly and in good faith enter into renegotiation of this Agreement.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation or schedule, taking into consideration the impact of such delay.

The ENGINEER shall be entitled to adjustment(s) in schedule caused by this additional effort. Only one set of sealed construction documents shall be provided by the ENGINEER. The Client agrees that the ENGINEER shall not be responsible in any way for errors and omissions by others in incorporating the proposed recommendations into the construction documents.

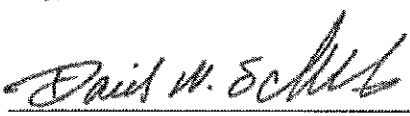
4. Liability

Both parties recognize the risks, rewards, and benefits of the Project as they relate to our fee for services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause(s), shall not exceed the total amount of \$1,000,000. Such causes include, but are not limited to, our negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client confirms that neither Engineering Technologies, Inc. nor any of Engineering Technologies, Inc.'s sub-consultants or sub-contractors owes a fiduciary responsibility to the Owner.

This proposal and all attachments represent the entire understanding between you and Engineering Technologies, Inc., with respect to the Project and may only be modified in writing signed by both parties. If this proposal satisfactorily sets forth your understanding of our agreement, please sign and date the enclosed copies on the appropriate line. Return one (1) copy to this office as our notice to proceed and keep the remaining copy for your files.

Sincerely,

By: 
Daniel W Schinstock, PE
Principal
Engineering Technologies, Inc.

Accepted by: _____
Trent Kelly
for Hastings Public Schools
Date: _____

Enclosures



Attachment

Engineering Technologies, Inc.
2020 STANDARD BILLING RATES

<u>Staff Position</u>	<u>Billing Rate</u>
Principal	\$180.00
Professional Engineer	\$155.00
Engineer I / Senior Designer	\$130.00
Engineer II	\$120.00
Designer I	\$120.00
Designer II	\$110.00
Construction Manager	\$120.00
Engineering Technician I	\$100.00
Engineering Technician II	\$95.00
Engineering Technician III	\$90.00
Administrative Staff.....	\$75.00

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Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical

Derek R. Kotschwar, PE, CxA, LEED AP, Mechanical Engineer

Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical



Attachment

Engineering Technologies, Inc.

2020 REIMBURSABLE EXPENSE CHARGES

<u>Expense</u>	<u>Charge</u>
Mileage	Federal Mileage Allowance
Transportation Expense	Actual Cost + 10%
Printing Charges	Actual Cost + 10%
Advertising Charges	Actual Cost + 10%
Consultants	Actual Cost + 5%
Supplies, Miscellaneous, Etc.	Actual Cost + 10%
Black and White Copies/Prints	\$0.12/each
Color Copies/Prints	\$0.59/each
Bond Paper (Plots)/Small - 24" x 36"	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42"	\$4.50/sheet
Mylars - 24" x 36"	\$6.75/each
Mylars – oversized	\$13.50/each

Page 5 of 5

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Derak R. Kotschwar, PE, CxA, LEED AP, Mechanical Engineer

Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

APPENDIX A
Salary Range for Classified Staff
Effective ~~02-17-2020~~ 07-01-2020

<u>Work Classification</u>	<u>Entry Level</u> <u>Salary Range</u>
Master Plumber/HVAC	\$17.50 - \$20.90 \$22.00
Registered Nurse	\$17.50 - \$20.90 \$22.00
Master Electrician	\$13.75 - \$16.40 \$17.50 - \$22.00
Accompanist	\$17.50 - \$20.90 \$21.00
Master Mechanic	\$15.75 - \$18.80 \$19.50
Licensed Practical Nurse	\$13.00 - \$15.50 \$15.00 - \$17.50
Master Carpenter	\$14.75 - \$17.30 \$18.00
Technology Assistant (Classified)	\$14.50 - \$17.30 \$18.00
Intepreter/Translator	\$14.25 - \$17.05 \$17.50
Bus Driver	\$11.75 - \$13.40 \$13.00 - \$15.00
Mechanic	\$11.00 \$12.00 - \$14.00
Secretary Level IV	\$11.75 \$12.00 - \$13.00
Director Secretary	
Payroll Secretary	
Federal Programs Secretary	
Central Office Secretary	
Grounds and Maintenance II	\$11.50 - \$12.00
Groundskeeper	
Nurse Assistant (CMA)	\$11.00 - \$12.00 \$12.50
Life Skills/Behavior Disorder Paraeducator	\$11.00 - \$11.50
Custodian V	\$11.00 - \$11.50
Senior High Head Day Custodian	
Custodian IV	\$10.50 - \$11.00
Middle School Head Day Custodian	
In-School Suspension Supervisor	\$10.50 - \$11.00
Secretary Level III	\$10.50 - \$11.00
Senior High Head Secretary	
Custodian Level III	\$10.50 - \$11.00
Senior High Head Night Custodian	
Custodian Level II	\$10.25 - \$10.75
Elementary Head Custodian	
Middle School Head Night Custodian	
Secretary Level II	\$10.00 - \$10.50
Middle School Head Secretary	
Middle School Head Night Custodian	
Custodian Level I	\$9.75 - \$10.25
Day Custodian	
Night Custodian	
Grounds and Maintenance Level I	\$9.75 - \$10.25
General Maintenance	
Grounds Worker	
Supply Clerk	
Secretary Level I	\$9.75 - \$10.25
Middle School Secretary	
Senior High Secretary	
Elementary Secretary	
Receptionist	
Bus Monitor	\$ 9.50 - \$10.00
Paraeducator	\$ 9.50 - \$10.00
Classroom Paraeducator	
Clerical Paraeducator	
Media Paraeducator	
Nurse Paraeducator	

Technology Paraeducator
Summer Help

\$ 9.00 - \$9.50

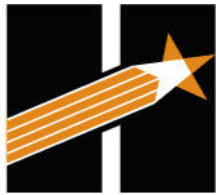
Periodic salary increases, approved by the Board of Education, will be applied to each individual's assigned hourly wage.

Trained personnel in asbestos removal will be paid \$3.00 per hour in addition to their regular wage during mask-time removal.

Classified Employees with Salaried Positions

Salaries for the following work classifications are determined each year based upon the percentage increase provided to all classified employees:

Custodial Supervisor
District Accountant
Executive Secretary to the Superintendent
Food Service Supervisor (District)
Foundation Executive Director
Learned Professional
Maintenance Supervisor
School/Community Liaison
Technology/Data Coordinator
Technology Facilitator
Transportation Coordinator



**HASTINGS
PUBLIC SCHOOLS**

Assuring the essential. Expanding the possible.

HUMAN RESOURCES OFFICE

Proposal

To: HPS Board of Education

From: David Essink, Director of Human Resources

Date: 06/08/2020

Re: Plan for Classified Salary Increase and Range

Presenting Issue

The current classified salary range document (Appendix A) doesn't actually have a range for many positions. When hiring new staff, many positions only have a starting hourly wage, so whether a new hire has 10 years of experience or has no experience, the hourly rate is the same. This has prevented HPS from getting good candidates in some situations. Other positions that do have a range in Appendix A are available in the community at a higher hourly rate.

Proposed Solution

Providing a **3.39% increase or .50/hr**, whichever is higher, to all classified staff. Along with this, updating Appendix A to reflect more competitive ranges, and creating a range for positions that have only had a starting rate.

Long Range Plan

Continuing to offer a percentage or .50/hr over the next three years and increase the range of all positions by .50/hr each year. At the end of three years, a proposal to change what is offered for classified insurance would help offset the costs of rising hourly rates.

HASTINGS PUBLIC SCHOOLS

ADMINISTRATIVE SALARY SCHEDULE BEGINNING 2020-21

To determine an administrator's salary, the following formula is used:

**Administrative Positional Factor X Degree/Experience Factor X Base Determined
by the BOE Annually = Total Compensation**

Administrative Positional Factor

<u>Position</u>	<u>No. of Contract Days</u>	<u>Factor</u>
MS Assistant Principal	225	2.80
Elementary Principal	215	2.85
SH Assistant Principal	225	2.90
SH Activities Director	260	2.95
MS Principal	260	3.30
SH Principal	260	3.45
Director	260	3.60

Degree/Experience Factor 3 X 2

<u>Steps</u>	<u>MA</u>	<u>MA+18</u>	<u>MA+36</u>	<u>Ed.S</u>	<u>Ed.D/Ph.D</u>
1	1.00	1.03	1.06	1.09	1.12
2	1.02	1.05	1.08	1.11	1.14
3	1.04	1.07	1.10	1.13	1.16
4	1.06	1.09	1.12	1.15	1.18
5	1.08	1.11	1.14	1.17	1.20
6	1.10	1.13	1.16	1.19	1.22
7	1.12	1.15	1.18	1.21	1.24
8	1.14	1.17	1.20	1.23	1.26
9	1.16	1.19	1.22	1.25	1.28
10	1.18	1.21	1.24	1.27	1.30
11		1.23	1.26	1.29	1.32
12		1.25	1.28	1.31	1.34
13			1.30	1.33	1.36
14			1.32	1.35	1.38

Base Salary: \$34,600

(The Superintendent and Board of Education may periodically adjust factors to keep administrative salaries competitive with comparable schools. The Superintendent and the Board of Education reserve the right to freeze an administrator on the salary schedule and to adjust individual administrative salaries based upon performance and/or placement needs.)

PERSONNEL

Certificated Staff Resignation(s) – Augusta Beahm

The administration recommends acceptance of the following Certificated resignation(s):

Augusta Beahm resigned from Science Teacher position at Senior High effective the end of the 2019-2020 school year. Resignation received after March 31 and contingent on finding a suitable replacement.

Certificated Staff Appointments – Sarah Bernard-Stevens

The administration recommends acceptance of the following Certificated appointment(s):

Sarah Bernard-Stevens to 187-day Music position to cover the 2020-2021 school year military leave of Rick Matticks. Ms. Bernard-Stevens will be placed at MA-1 according to the 2020-2021 certificated salary schedule. Information about Ms. Bernard-Stevens is attached.

Certificated Staff Transfers – Victoria Jolly

The administration recommends acceptance of the following Certificated transfer(s):

Victoria Jolly from School Psychologist position at Watson to School Psychologist position at Alcott to replace Krystal Posey who resigned. Ms. Jolly's wage and placement will remain the same according to the 2020-2021 certificated salary schedule.

Extra Standard Resignations – Andrew Adams, McKenzie Bertrand, Jonathan Lindblad, Whitney Scribner, Lexi Wichelt

The administration recommends the following Extra Standard resignation(s):

Andrew Adams from Learning Team Liaison (Elementary Music) effective the end of the 2019-2020 school year.

McKenzie Bertrand from Lincoln Student Council (1/2 split position) effective the end of the 2019-2020 school year.

Jonathan Lindblad from Middle School Skills USA effective the end of the 2019-2020 school year.

Whitney Scribner from Senior High Assistant Swimming effective the end of the 2019-2020 school year.

Lexi Wichelt from Learning Team Liaison (MS Math) effective the end of the 2019-2020 school year.

Extra Standard Transfer – Mike Simmons

The administration recommends the following Extra Standard transfer(s):

Mike Simmons from Senior High Assistant Boys Basketball to Senior High Assistant Girls Basketball. Mr. Simmons' stipend will remain the same at Category V, Level 4 according to the 2020-2021 extra standard salary schedule.

Extra Standard Appointment(s) – Anthony Fagiolo, Jonathan Lindblad, Deborah Miles, Michael Trindle, Kristie Wellensiek

The administration recommends the following Extra Standard appointment(s):

Anthony Fagiolo to Learning Team Liaison (Elementary Music) to replace Andrew Adams whoe resigned. Mr. Fagiolo will be paid the Learning Team Liaison stipend of \$ 868.75 according to the 2020-2021 extra standard salary schedule.

Jonathan Lindblad to Middle School Football to replace Tony Lauters who resigned. Mr. Lindblad will be paid the MS Football stipend of \$1,737.50 at Category I, Level 1 according to the 2020-2021 extra standard salary schedule.

Deborah Miles to Middle School Track to replace Michael Trindle who resigned. Ms. Miles will be paid the MS Track stipend of \$1,737.50 at Category I, Level 1 according to the 2020-2021 extra standard salary schedule.

Michael Trindle to Middle School Skills USA to replace Jonathan Lindblad who resigned. Mr. Trindle will be paid the MS Skills USA stipend of \$2,432.50 at Category I, Level 2 according to the 2020-2021 extra standard salary schedule, with adjustment for prior experience.

Kristie Wellensiek to Lincoln Student Council sponsor (1/2 split position) to replace McKenzie Bertrand who resigned. Ms. Wellensiek will be paid the Elementary Student Council stipend (1/2 split) of \$521.25 at Category A, Level 1 according to the 2020-2021 extra standard salary schedule.

Classified Staff Releases/Resignations – Tiffany Bartling, Erin Foster, Joyce Herman, Denise Howie, Bethany Lacy, Danielle Turner

The administration recommends acceptance of the following classified resignation(s):

Tiffany Bartling resigned from Special Education Paraeducator position at Hawthorne effective the end of the 2019-2020 school year.

Erin Foster resigned from 0.40 FTE Special Education Skills 3 Paraeducator position at Hawthorne effective the end of the 2019-2020 school year.

Denise Howie resigned from Library Paraeducator position (0.60 FTE) at Hawthorne effective the end of the 2019-2020 school year.

Joyce Herman resigned from Special Education Paraeducator position at Alcott effective the end of the 2019-2020 school year.

Bethany Lacy resigned from Special Education Paraeducator position (0.60 FTE) at Middle School effective the end of the 2019-2020 school year.

Danielle Turner resigned from Special Education Skills 3 Paraeducator position at Senior High effective the end of the 2019-2020 school year.

Classified Staff Transfers – Sharon Weidt

The administration recommends acceptance of the following classified staff transfer(s):

Sharon Weidt from Preschool Paraeducator position at Hawthorne to Special Education Skills 3 Paraeducator position at Hawthorne to replace Erin Foster who resigned. Ms. Weidt's hourly wage will be adjusted for the new assignment according to the 2020-21 classified salary schedule.



PTSR
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physical therapy & sports rehab

207 S Burlington Ave • Hastings NE 68901-5905

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The PEOPLE you know... The NAME you trust... Since 1992.

May 14, 2020

Hastings Public Schools
Dr. Kandace Garwood
1924 West A St
Hastings, NE 68901

Re: Physical Therapy Services Proposal

Dear Dr. Garwood:

Please consider this a proposal from Physical Therapy and Sports Rehab of Hastings (PTSR) to provide Hastings Public Schools (HPS) with physical therapy services for the 2020-21 school year.

PTSR will supply HPS with a Physical Therapist as well as a Physical Therapist Assistant to meet the demands of the caseload for physical therapy services.

The physical therapy services will be billed at the State Department of Education approved hourly rate and the physical therapist assistant services at \$55.00/hour. Mileage will be billed at the current State rate.

Physical Therapy and Sports Rehab of Hastings has had a long relationship with Hastings Public Schools as we have provided physical therapy services for over 25 years. We employ experienced therapists that live in our community and have developed wonderful relationships with the HPS staff; their partners in special education services; and the children and families that they have served over the years. We hope to continue this working relationship for many years to come.

Thank you for the opportunity to submit our proposal. If you have any questions, feel free to email me at bweston@ptsrhastings.com or call me at (402) 462-8824.

Respectfully Submitted,

Brent Weston, PT, Owner