

Special Board Meeting  
Saturday, January 21, 2023 8:00 AM  
Administration Center Board Room

1. Call Meeting to Order - This special meeting of the Plattsmouth Community Schools Board of Education is called to order on January 21, 2023 at 8:00 AM in the Plattsmouth Community Schools Administration Center Boardroom at 1912 Old Hwy. 34, Plattsmouth, NE.
2. Acknowledge Open Meetings Law posted on the wall in the boardroom.
3. Publication of Meeting - Notice of the meeting was published in the Jan. 19, 2023 edition of The Daily Record, the Jan. 18, 2023 edition of the Cassgram, the display case outside the administration center, the Plattsmouth location of the U.S. Postal Service, and on the district website at [www.pcsd.org](http://www.pcsd.org).
4. Pledge of Allegiance
5. Roll Call: Cunningham-Swanson, Foster, Glup, Harvey, Muller, Shuey, Siemonsma, Tesarek-Parsons, Winters
6. Discuss, consider, and take all action to approve and adopt a resolution authorizing the issuance by the District of its Promissory Notes, Series 2023, in the aggregate principal amount of not to exceed \$4,900,000, to finance certain operational costs of the District pending receipt of taxes levied within the District.
7. Adjournment-Time \_\_\_\_\_

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

The undersigned Members of the Board of Education of Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 8:00 a.m. on Saturday, January 21, 2023, at the District's Administration Center located at 1912 Old Highway 34, Plattsmouth, Nebraska.

DATED January 21, 2023.

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January 17, 2023  
Plattsmouth, Nebraska

A meeting of the Board of Education (the “Board”) of Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska (the “District”) was held at 8:00 a.m. on Saturday, January 21, 2023, at the District’s Administration Center located at 1912 Old Highway 34, Plattsmouth, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the “Superintendent”). A copy of said advance publicized notice (in the form of an affidavit of publication) was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

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

The following Board Members were absent: \_\_\_\_\_.

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

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

\* \* \* \* \*

(Other Business)

\* \* \* \* \*

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

**A RESOLUTION AUTHORIZING CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA TO BORROW AN AMOUNT NOT TO EXCEED FOUR MILLION NINE HUNDRED THOUSAND DOLLARS (\$4,900,000) AND TO SECURE AND/OR EVIDENCE SUCH BORROWING BY THE ISSUANCE OF ITS GENERAL FUND PROMISSORY NOTES, SERIES 2023, IN ONE OR MORE SERIES, WHICH SHALL BE PAYABLE FROM THE DISTRICT'S GENERAL FUND; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTES; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS AND OTHER TERMS AND DETAILS OF SUCH NOTES; AUTHORIZING THE DESIGNATION OF CERTAIN NOTES AS EITHER TAX-EXEMPT OR TAXABLE OBLIGATIONS; AUTHORIZING THE DESIGNATION OF CERTAIN NOTES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND/OR DELIVERY OF THE NOTES TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE NOTES; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

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

\_\_\_\_\_.

The following Board Members voted against the same: \_\_\_\_\_. The following Board Members were absent or did not vote: \_\_\_\_\_.

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

\* \* \* \* \*

(Other Business)

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Motion to adjourn.

DATED January 21, 2023.

ATTEST:

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

\_\_\_\_\_  
Secretary, Board of Education

ATTACHMENT 1

Affidavit of Publication of Notice of Meeting

ATTACHMENT 2

Acknowledgement of Receipt of Advance Notice of Meeting

ATTACHMENT 3

Note Resolution

See Tab #3

**A RESOLUTION AUTHORIZING CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA TO BORROW AN AMOUNT NOT TO EXCEED FOUR MILLION NINE HUNDRED THOUSAND DOLLARS (\$4,900,000) AND TO SECURE AND/OR EVIDENCE SUCH BORROWING BY THE ISSUANCE OF ITS GENERAL FUND PROMISSORY NOTES, SERIES 2023, IN ONE OR MORE SERIES, WHICH SHALL BE PAYABLE FROM THE DISTRICT'S GENERAL FUND; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTES; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS AND OTHER TERMS AND DETAILS OF SUCH NOTES; AUTHORIZING THE DESIGNATION OF CERTAIN NOTES AS EITHER TAX-EXEMPT OR TAXABLE OBLIGATIONS; AUTHORIZING THE DESIGNATION OF CERTAIN NOTES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND/OR DELIVERY OF THE NOTES TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE NOTES; AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

**BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:**

**Section 1.** The Board of Education (the “**Board**”) of Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska (the “**District**”) hereby makes the following findings and determinations:

(a) The District is duly organized as a Class III School District under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of not more than 150,000 inhabitants.

(b) Pursuant to Section 79-1070, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the District may borrow money equal to 70% of the unexpended balance of total anticipated receipts of its general fund, special building fund, bond fund, or qualified capital purpose undertaking fund for the current school fiscal year and the following school fiscal year. Total anticipated receipts of the general fund, special building fund, bond fund, or qualified capital purpose undertaking fund for the current school fiscal year and the following school fiscal year shall mean a sum equal to the total of (a) the anticipated receipts from the current existing levy multiplied by two, (b) the anticipated receipts from the United States for the current school fiscal year and the following school fiscal year, and (c) the anticipated receipts from other sources for the current school fiscal year and the following school fiscal year.

(c) To evidence and/or secure such borrowing, the District may execute and deliver its promissory notes bearing a rate of interest set by the Board and maturing not more than two school fiscal years from the date thereof which shall be payable out of the funds collected by the District.

(d) The District's administration has advised the Board that amounts in the District's general fund are expected to be insufficient to pay the District's claims as the same fall due.

(e) During its 2022-2023 fiscal year, the District expects to receive \$20,599,231 from its general fund tax levy. During each of the 2022-23 and 2023-24 fiscal years, the District expects to receive \$4,661,377 and \$4,661,377, respectively, from State aid and other sources. Accordingly, the District's total anticipated receipts (as defined in the Act) in its general fund for the 2022-23 and 2023-24 fiscal years are not expected to be less than \$50,521,216.

(f) As of the date hereof, the total expenditures from the District's general fund were \$7,412,088, leaving an unexpended balance of total anticipated receipts of not less than \$43,109,128. Seventy percent of such unexpended balance is equal to \$30,176,389.60; and the aggregate principal amount of the Notes (as defined herein) being authorized hereunder, together with the aggregate principal amount of all other notes and warrants issued under the Act, does not and will not exceed such amount.

(g) The District presently has no other outstanding note or warrant indebtedness issued under the Act.

(h) In order for the District to pay its claims as the same fall due, it is necessary, desirable, advisable and in its best interests that the District borrow money and issue its promissory notes in accordance with the provisions of the Act.

(i) All conditions, acts, and things required by law to exist or to be done precedent to the issuance by the District of its promissory notes pursuant to the provisions of the Act, do exist and have been done in due form and time as required by law.

(j) It is necessary that the District adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the Tax-Exempt Notes (as defined herein) and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 (as defined herein).

**Section 2.** (a) The Board hereby authorizes the District to borrow an amount not to exceed \$4,900,000 and to evidence and/or secure such borrowing by the issuance and delivery of one or more series of promissory notes, designated as "General Fund Promissory Notes, Series 2023" (the "**Notes**"), or such other designation as shall be made by the President of the Board, the Vice President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an "**Authorized Officer**"), or each individually. The Notes shall be issued only as fully registered Notes, without coupons, on the books of the Note Registrar and Paying Agent designated herein (the "**Registrar**"). Unless otherwise determined

by an Authorized Officer, the Notes shall be issued in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, shall be numbered consecutively from one upward in order of issuance and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Authorized Officers, or each individually, is authorized and directed, in the exercise of such officer's independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to each series of Notes herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (i) the dated date and delivery date, (ii) the aggregate principal amount to be issued, not exceeding aggregate principal amount set forth in this Section 2, (iii) the dates and years in which each principal maturity shall occur and the principal amount to mature or to be paid in each of such years, (iv) the date of final maturity, which shall in no event be later than September 1, 2024, (v) the date or dates upon which any series shall be sold, which shall not be later than one year from the date of this Resolution, (vi) the rate or rates of interest to be carried by each maturity of the Notes, such that the true interest cost shall not exceed 7.00%, (vii) the method by which such rate or rates of interest shall be calculated, (viii) whether the interest on the Notes will be exempt from gross income for federal income tax purposes; (ix) whether the Notes will be designated as qualified tax-exempt obligations, (x) the dates on which interest shall be paid, (xi) the redemption dates and prices and all terms relating thereto, if any, (xii) the identity of the Underwriter, the Placement Agent or the Lender of the Notes (each a "**Purchaser**" and all as defined in Section 7 hereof), and the structure of the financing as contemplated in Section 7 hereof, (xiii) the form, content, terms and provisions of the note purchase agreement entered into by the District with the Underwriter or loan agreement between the District and the Lender, all set forth in Section 7 hereof, if applicable, (xiv) the fees of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of each series, (xv) the purchase price, which shall not be less than 96.00% of the aggregate principal amount of each series (inclusive of the Purchaser's fee or discount and any original issue discount), (xvi) the form and contents of any Offering Document (as such term is defined in Section 10 hereof), (xvii) the identity of the Registrar, (xviii) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of each series and (xix) all of the other terms relating to each series not otherwise determined or fixed by the provisions of this Resolution.

(c) Interest on the Notes at the respective rates for each maturity is payable semiannually on each interest payment date determined in accordance with this Section 2 (each of said dates, an "**Interest Payment Date**"), from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Note at such registered owner's address as it appears on the note register maintained by the Registrar or its successor as of the close of business on the 15th day (whether or not a business day) immediately preceding each Interest Payment Date (the "**Record Date**") subject to the provisions of the following paragraph. The principal on the Notes and the interest due at maturity or earlier redemption is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Notes to the Registrar at its designated corporate trust office.

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

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

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

(e) Unless otherwise directed by the Purchaser, the Notes may be issued initially as “book-entry-only” notes under the services of The Depository Trust Company (the “**Depository**”), with one typewritten note per maturity being issued to the Depository. In such connection the officers of the District are authorized to execute and deliver a Letter of Representations (the “**Letter of Representations**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. If the Notes are issued as “book-entry-only” notes, the following provisions shall apply:

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

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

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

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

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

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

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

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

(A) any successor securities depository or its nominee;

(B) any person, upon (1) the resignation of the Depository from its functions as depository or (2) termination of the use of the Depository pursuant to this Section and the terms of the Note Registrar and Paying Agent's Agreement.

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

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

**Section 3.** Unless otherwise determined by an Authorized Officer pursuant to the authority set forth in Section 2(b) above, the Notes shall be subject to redemption at the option of the District on the date six (6) months from their date of original issue and any date thereafter, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion, shall determine, at a redemption price equal to the amount thereof, plus accrued interest on such principal amount to the date fixed for redemption, without premium. If less than all of the Notes of any maturity are to be called for redemption, the Registrar shall select by lot the particular Notes of such maturity to be redeemed.

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

Notice of redemption of Notes stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Notes) to the registered owners at their most recent addresses appearing upon the books of the Registrar, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Notes, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Notes called for redemption who have not been given such notice as provided above, the Notes so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Notes at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Notes so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Notes so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid on or before the date fixed for redemption, such call for redemption shall be revoked and the Notes so called for redemption shall continue to be

outstanding the same as though they had not been so called; such Notes shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

**Section 4.** If any Note is mutilated, lost, stolen or destroyed, the District shall execute a new Note of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Notes, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. In the event any such Note shall have matured, instead of issuing a duplicate Note, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument note. The District and the Registrar may charge the owner of such Note with their reasonable fees and expenses for such service.

**Section 5.** The Notes shall be in substantially the following form:

(Form of Note)

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

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA**

**CASS COUNTY SCHOOL DISTRICT 0001  
(PLATTSMOUTH COMMUNITY SCHOOLS)**

**PROMISSORY NOTE  
[TAXABLE] SERIES 2023**

<b><u>Date of Original Issue</u></b>	<b><u>Date of Maturity</u></b>	<b><u>Rate of Interest</u></b>	<b><u>[CUSIP Number</u></b>
_____, 2023	_____, 20__	_____%	_____]

**REGISTERED OWNER:** [CEDE & CO.] [PRIVATE PURCHASER]

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

**CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA** (the “District”) promises to pay on the Date of Maturity the Principal Amount of this Note to the Registered Owner hereof, or its registered assigns, upon presentation and surrender hereof to \_\_\_\_\_, \_\_\_\_\_, Nebraska, as Note Registrar and Paying Agent (the “Registrar”), at its designated corporate trust office in Omaha, Nebraska or such other office as may be designated by the Registrar.

The District also promises to pay interest on said Principal Amount on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing on \_\_\_\_\_, 20\_\_ (each of such dates an "Interest Payment Date"), at the Interest Rate per annum indicated above from the Date of Original Issue or most recent Interest Payment Date, whichever is later, and at maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on this Note prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner's address as it appears on the registration books of the Registrar at the close of business on the 15<sup>th</sup> day (whether or a not a business day) immediately preceding the Interest Payment Date (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Note (or of one or more predecessor Notes hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Note is one of an issue of fully registered notes (the "Notes") in the total principal amount of \$\_\_\_\_\_ of even date and like tenor herewith, except as to number, denomination, date of maturity and rate of interest, which have been issued by a resolution of the District (the "Resolution"), which Resolution was duly passed and adopted by the Board of Education (the "Board") of the District.

The Notes are issued as fully registered notes, without coupons, in denominations of \$5,000 or whole multiples thereof. Subject to the limitations and upon payment of the charges provided in the Resolution pursuant to which the Notes have been issued, this Note is transferable by the Registered Owner hereof or his or her attorney duly authorized in writing, at the office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges as set forth in the Resolution, upon surrender and cancellation of this Note. Upon such transfer, a new registered Note or Notes of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The District and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

The Notes are subject to redemption prior to maturity at the option of the District at any time on or after \_\_\_\_\_, 202\_\_ as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion may determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of a maturity is to be called for redemption, the Registrar shall select by lot the portion or portions of such maturity to be redeemed.

Notes shall be redeemed in denominations of \$5,000. If any Note is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Note there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount

thereof, registered notes of like series, maturity and interest rates in any of the authorized denominations provided by the Resolution.

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

This Note is issued by the District pursuant to Section 79-1070, Reissue Revised Statutes of Nebraska, as amended (the "Act") and authorized by a resolution passed by the Board of the District. This Note is payable out of the receipts in the District's general fund, which receipts include moneys collected from its general fund tax levy, State aid and other sources during the two fiscal years beginning September 1, 2022. As required by the Act, the total principal amount of all Notes of the District issued under the Act and outstanding as of the Date of Original Issue of this Note does not exceed 70% of the unexpended balance of total anticipated receipts for the two fiscal years beginning September 1, 2022.

[The District has, in the Resolution, designated the Notes as "qualified tax-exempt obligations" described in Section 265(b) of the Internal Revenue Code of 1986, as amended.]

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

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

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been executed by the Registrar.

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

This Note 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 shall have been executed by the Registrar.

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

**CASS COUNTY SCHOOL DISTRICT 0001  
(PLATTSMOUTH COMMUNITY  
SCHOOLS) IN THE STATE OF  
NEBRASKA**

ATTEST:

\_\_\_\_\_  
(Sample - Do Not Sign)

\_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
(Sample - Do Not Sign)

\_\_\_\_\_  
Secretary of the Board of Education

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

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

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

By: \_\_\_\_\_  
Its Authorized Officer

**(FORM OF ASSIGNMENT)**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Note and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer

the same on the books of registration in the office of the within mentioned Registrar with full power of substitution in the premises.

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

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

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

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

**Section 6.** (a) After being executed by the President and the Secretary in accordance with Section 2(d) hereof, the Notes shall be delivered to the Registrar for registration and authentication. The Authorized Officers, or each individually, is hereby authorized to take all actions necessary to effect the delivery of the Notes to the Registrar and then to the Purchaser, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Notes.

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

**Section 7.** (a) The District is authorized to sell the Notes to First National Capital Markets, Inc., as original purchaser of the Notes (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Notes shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is authorized to enter into a Note Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes by the Depository at closing.

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

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

**Section 8.** The Notes shall be payable out of the District’s general fund from moneys collected or to be collected from the District’s general fund tax levy for the two fiscal years commencing September 1, 2022 and from fund received from other general fund sources during such fiscal years. The District agrees that it shall apply moneys collected from such tax levy and received from other general fund sources in amounts sufficient to pay when due the principal of, premium, if any, and the interest on the Notes. The District further agrees that not later than the maturity date for the Notes, moneys or legal investments sufficient to pay the principal of, premium, if any, and interest on the Notes shall be set aside in a separate fund held solely for the payment of the Notes at maturity. Any earnings on said moneys or investments in excess of the amount needed to pay all principal and interest when due may be transferred to the District’s general fund at the direction of the Board.

**Section 9.** (a) The Registrar designated pursuant to Section 2(b) hereof shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled “**Registrar and Paying Agent Agreement**” between the District and the Registrar; provided, however, that if the District Treasurer is designated as Registrar, then the District and the District Treasurer shall not enter into a Registrar and Paying Agent Agreement. The Authorized Officers, or each individually, or such other officer of the Board or the District is hereby authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Notes in its possession to the successor Registrar and shall deliver the note register to the successor Registrar. The Authorized Officers, or each individually, is authorized

to remove the Registrar as provided herein if such officer determines such removal is in the best interest of the District. Upon such removal, the Authorized Officers, or each individually, is authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the Board pursuant to this Resolution, but with such changes as such officer shall deem appropriate or necessary.

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

(d) The Registrar shall also be responsible for making the payments of principal, premium, if any, and interest as the same fall due upon the Notes from funds provided by the District for such purposes. Payments of interest due upon the Notes prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Note to such owner's registered address as shown on the books of registration as required to be maintained under this Section 9.

On or before each principal or interest due date, without further order of the Board, the Treasurer of the Board shall transmit to the Registrar money sufficient for payment of all principal and interest then due. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any premium and/or accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Note. The District and the Registrar may treat the registered owner of any Notes as the absolute owner of such Note for purposes of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Note shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon the Notes or claims for interest to the extent of the amount or amounts so paid.

**Section 10.** The use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Notes is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Notes is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Notes.

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

**Section 11.** If so required by the Underwriter, the Board (a) authorizes and directs the Authorized Officers, or each individually, to execute and deliver, on the date of the issuance of the Notes, a continuing disclosure agreement or certificate (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the Underwriter and bond counsel and (b) shall comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may engage a dissemination agent to assist the District with its obligations pursuant to the Undertaking. Notwithstanding any other provisions of this Resolution, failure of the District to comply with the Undertaking will not be considered a default under this Resolution or the Notes; however, any Noteholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section 11 and the Undertaking. For purposes of this Section 11, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Notes for federal income tax purposes.

**Section 12.** The District covenants and agrees that, with respect to any Notes which are issued as obligations, the interest on which is exempt from gross income for federal tax purpose in accordance with Section 2 hereof (the “**Tax-Exempt Notes**”):

(a) (i) That it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Tax-Exempt Notes and (ii) it will not use or permit the use of any proceeds of Tax-Exempt Notes or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Tax-Exempt Notes. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Tax-Exempt Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

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

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

(d) That (to the extent within its power or direction) it will not use any portion of the proceeds of the Tax-Exempt Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Tax-Exempt Note to be a “private activity bond”.

(e) The District (including all subordinate entities thereof) will not issue in excess of \$15,000,000 (no more than \$5,000,000 of which may be attributable to expenditures not relating to the construction of public school facilities) of tax-exempt bonds (other than “private activity bonds” and certain refunding bonds but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Notes from gross income for federal tax purposes will not be adversely affected thereby.

(f) The District hereby authorizes the Authorized Officers, or each individually, to designate one or more series of the Tax-Exempt Notes as “qualified tax-exempt obligations” as

defined in Section 265(b)(3) of the Code. In connection with such designation, the District will represent that:

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

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) during the current calendar year, including the Tax-Exempt Notes, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Tax-Exempt Notes as “qualified tax-exempt obligations” will not be adversely affected.

The Superintendent is hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (f).

**Section 13.** The District’s obligations under this Resolution shall be fully discharged and satisfied as to the Notes authorized and issued hereunder, and said Notes, or portions thereof, shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payment, and thereupon such Notes shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Notes called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If money or Government Obligations shall have been deposited in accordance with the terms hereof with the escrow agent in trust for that purpose sufficient to pay the principal of such Notes and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Notes shall no longer be considered outstanding.

**Section 14.** Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs the Authorized Officers and all other officers, employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the execution, issuance, sale and/or delivery of the Notes, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) directs, authorizes and delegates to

each of the Authorized Officers, the right, power, and authority to exercise such officers' own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any Authorized Officer or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

**Section 15.** If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Notes and the owners of the Notes shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

**Section 16.** The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of any Tax-Exempt Notes are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

**Section 17.** The District hereby adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit B to ensure that the District satisfies the requirements of Rule 15c2-12 and the Undertaking. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change such policies and procedures from time to time, without notice.

**Section 18.** This Resolution shall take effect and be in force from and after its passage as provided by law.

ADOPTED January 21, 2023.

**CASS COUNTY SCHOOL DISTRICT 0001  
(PLATTSMOUTH COMMUNITY SCHOOLS)  
IN THE STATE OF NEBRASKA**

ATTEST:

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

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

## EXHIBIT A

### POST-ISSUANCE TAX COMPLIANCE PROCEDURES

#### General

In connection with the issuance by the District of any Tax-Exempt Notes (as defined in the Resolution adopted by the Board of Education of the District on January 17, 2023), the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Notes. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Notes with respect to the use of the gross proceeds of the Notes and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate. In order to comply with the covenants and representations set forth in the Note documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Notes, the investment and expenditure of the Note proceeds and the assets financed or refinanced with the proceeds of the Notes over their life.

#### Designation of Responsible Person

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

#### Post-Issuance Compliance Requirements

##### External Advisors/Documentation

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

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

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of

Note proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Notes.

Unless otherwise provided by the resolution or other authorizing documents relating to the Notes, unexpended Note proceeds shall be held in a segregated account by a trustee, and the investment of Note proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Note proceeds.

#### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Notes, the District shall be responsible for:

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

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

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

The District shall be responsible for:

- monitoring the use of Note proceeds and the use of Note-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Notes to ensure compliance with covenants and restrictions set forth in the Tax Certificate;

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

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Notes, has agreed to undertake the tasks listed above.

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

#### Record Keeping Requirements

The District shall be responsible for maintaining the following documents for the term of the Notes (including refunding notes, if any) plus at least three years:

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

- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Notes; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

## EXHIBIT B

### DISCLOSURE POLICIES AND PROCEDURES

#### Purpose of Disclosure Policies and Procedures

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska (the “**District**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the District has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the District has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

#### Designation of District Representative; Maintenance of List and Files

The “**District Representative**” for the District shall be the Superintendent of Schools of the District and any alternate or assistant as such Superintendent shall appoint. The District Representative is directed to employ the policies and procedures described herein. The District Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The District and the District Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The District Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the District outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

## **Dissemination Agents**

The District and the District Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The District Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

## **Annual Financial Filings**

The District Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the District’s audited financial statements and certain other financial information or operating data with respect to the District, if applicable (the “**Annual Report**”)) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. Unless required otherwise by an Undertaking and as permitted by EMMA filing procedures, the District Representative may file identical Annual Reports with respect to each issue of the District’s Obligations. The District Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The District Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The District Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The District Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

## **Listed Event Filings**

The District Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The District Representative will monitor the Obligations and the District’s operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the

District's outstanding Undertakings. After obtaining actual knowledge of such an event, the District Representative will promptly contact the District's bond counsel and the Dissemination Agent, if any, to determine whether the District must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the District must file such notice, the District Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the District's bond counsel may otherwise direct.

### **Reports of District Representative; Record Retention**

The District Representative shall provide to the School Board of the District, any Dissemination Agent and the underwriter of each issue of Obligations confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The District Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

### **Familiarity with EMMA Submission Process**

The District Representative shall register with EMMA and review the on-line process of filing with EMMA located at [www.emma.msrb.org](http://www.emma.msrb.org) in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668.

A tutorial is available at the website and a practice submission is available as well. The District Representative also shall enroll the District in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the District has retained a Dissemination Agent to assist with making the filings required by the District's Undertakings and to remind the District of its filing deadlines, the District Representative need not register with EMMA or enroll in EMMA's reminder system.

### **Training**

To ensure adequate resources to comply with the Rule, the District Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the District of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

## **Review of Offering Document in Connection with Primary Offerings**

In connection with a new issue of Obligations, the District Representative, together with such District officials as the District Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the District shall deem the information concerning the District in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The District shall confirm prior to the final pricing of the Obligations that the information concerning the District in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.