



**Red Oak Community School District**  
**1901 N. Broadway Street, Suite A**  
**Red Oak, Iowa 51566**  
**712.623.6600**  
[www.redoakschooldistrict.com](http://www.redoakschooldistrict.com)

**Special Board of Directors Meeting**

Meeting Location: Inman Primary Media Center  
Red Oak Inman Primary School Campus

Monday August 6, 2018 – 7:00 pm

**- Amended Agenda –**

- 1.0 Call to Order – Board of Directors President Mark Johnson
- 2.0 Roll Call – Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda – President Mark Johnson
- 4.0 Public Presenters/Guest and Visitors Addressing the Board
- 5.0 Communications – none
- 6.0 Consent Agenda – none
- 7.0 General Business for the Board of Directors
  - 7.1 Old Business - none
  - 7.2 New Business
    - 7.2.1 Discussion/Approval of Agreement with Montgomery County YMCA for the 2018-2019 school year *pas 1-2*
    - 7.2.2 Discussion/Approval of Activity Passes-students, couple pass, single pass for the 2018-2019 school year
    - 7.2.3 Discussion/Approval of the resolution appointing Bankers Trust Company of Des Moines, Iowa to serve as paying agent, bond registrar, and transfer agent, approving the paying agent, bond register and transfer agent agreement and authorizing the execution of same
    - 7.2.4 Discussion/Approval of the form of Tax Exemption Certificate be placed on file and approved
    - 7.2.5 Discussion/Approval of resolution amending the resolution authorizing the issuance of general obligation school bonds, series 2018, of the Red Oak Community School District, state of Iowa, in the amount of \$19,990,000, and levying a tax for the payment thereof adopted March 12, 2018

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## Personnel Consideration

- 7.2.6 Discussion/Approval of Mark Erickson as School Administration Manager for the 2018-2019 school year
- 7.2.7 Discussion/Approval of Tiegen Podliska as School Administration Manager for the 2018-2019 school year
- 7.2.8 Discussion/Approval of Ann Gigstad as School Administration Manager for the 2018-2019 school year
- 7.2.9 Discussion/Approval of contract with Stacey Rolenc as Middle School Social Studies for the 2018-2019 school year
- 7.2.10 Discussion/Approval of assigning Ryan Gelber as High School Social Studies for the 2018-2019 school year
- 7.2.11 Discussion/Approval of amending contract for Nate Perrien as High School-Middle School Principal/Activities Director for the 2018-2019 school year
- 7.2.12 Discussion/Approval of amending contract for Gayle Allensworth as Inman/Washington Principal for the 2018-2019 school year

8.0 Reports – None

9.0 Next Regular Board of Directors Meeting:      Monday, August 13, 2018 – 7:00 pm  
Inman Primary Media Center  
Red Oak Inman Primary Campus

10.0 Adjournment

## USE AGREEMENT

This Use Agreement is between Montgomery County YMCA, 101 East Cherry St, Red Oak, Iowa, and the Red Oak Community School District, hereinafter "District", 1901 N. Broadway Suite A, Red Oak Iowa.

The Parties for their Use Agreement agree as follows:

1. **PREMISES, TERM AND USE.** Montgomery County YMCA agrees that the District may use portions of its facility, specifically the weight room and gym space from the dates of August 23, 2018 through May 31, 2019 (student activities including but not limited to Physical Education classes. During the term of this agreement, school activities will be given priority and will be coordinated with ongoing activities scheduled by Montgomery County YMCA.
2. **USE PAYMENT.** District agrees to pay Montgomery County YMCA \$1500 per month for such Use rights, due and payable monthly in advance. The monthly use fee shall be paid at the address of Montgomery County YMCA above to the attention of John Blomstedt, Executive Director.
3. **CARE AND MAINTENANCE.** Montgomery County YMCA shall be exclusively responsible for cleaning, care and upkeep of the Premises.
4. **UTILITIES AND SERVICES.** Montgomery County YMCA shall pay for all utilities and services including but not limited to heat, electricity, water, sewer, and garbage removal. The District monthly use payment shall be deemed in part to compensate Montgomery County YMCA for these services attributable to District use.
5. **PROPERTY INSURANCE.** Montgomery County YMCA and District agree to insure their respective real and personal property interests for the full insurable value. Prior to the time this agreement takes effect, Montgomery County YMCA and District will provide each other with a certificate of insurance meeting these requirements. Such certificates shall include thirty days advance notice of cancellation to the other. A renewal certificate shall be provided prior to the expiration of the current policies. Montgomery County YMCA and District shall each provide a copy of this Agreement to their respective insurers.
6. **LIABILITY INSURANCE.** District shall maintain its current general, auto and umbrella liability insurance coverages during the term of this Agreement. Such policies shall be endorsed to include the Montgomery County YMCA as an additional insured.  
Montgomery County YMCA shall also maintain its current liability insurance coverages during the term of this Agreement. Prior to the time the lease takes effect, Montgomery County YMCA and District will provide each other with certificates of insurance. Such certificates shall include thirty days advance notice of cancellation to the other. A renewal certificate shall be provided prior to the expiration of the current

policies. Montgomery County YMCA and District shall each provide a copy of this Agreement to their respective insurers. The District will also provide a waiver of subrogation in favor of Montgomery County YMCA in conjunction with its workers' compensation coverage.

7. **DAMAGE.** In the event of damage to YMCA property due to misuse by school students or staff the Red Oak Community School District will assume responsibility of repair and or payment of repair. In the event of damage to the premises so that District is unable to conduct its activities on the premises, this Agreement may be terminated at the option of either Party. Such termination shall be effected by notice of one Party to the other within twenty days after such event. The Parties shall thereafter be released from all future obligations under the Agreement.
8. **BUILDING SECURITY.** The front door of the facility will not be locked during regular business hours of the YMCA.
9. **BUILDING REQUIREMENTS.** Montgomery County YMCA retains the responsibility for insuring that the leased area currently and prospectively complies with all state, federal and local standards, including but not limited to OSHA and fire codes including the requirements of the Iowa State Fire Marshall relating to school use. The District will have the State Fire Marshall inspect the premises relevant to its use for school purposes. Any upgrades required for school use will be paid by the Red Oak Community School District. Montgomery County YMCA shall furnish District, upon request, copies of any past reports to illustrate past or current compliance with applicable safety or other standards.
10. **TERMINATION UPON DEFAULT OF TENANT OR LANDLORD.** Upon default in the performance of any obligation under this Agreement, it may, at the option of either Party and without prejudice to any other rights or remedies afforded by law, be cancelled or forfeited; provided, however, before any such cancellation or forfeiture, each Party shall give the other notice specifying the default or defaults and stating that this Agreement will be cancelled and forfeited ten days after notice or such further period as may be specifically stated, unless such default or defaults are remedied within such period.
11. **NOTICES AND DEMANDS.** Notices shall be given to the Parties hereto at the addresses designated at the top unless either Party notifies the other in writing of a different address. Without prejudice to any other method of notifying a Party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. mail, certified return receipt requested and postage prepaid.

This Agreement approved by the authority of each Party's Board of Directors and signed by an authorized representative on the dates so indicated.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative, Montgomery County YMCA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President, Red Oak CSD

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**ITEMS TO INCLUDE ON AGENDA**

**RED OAK COMMUNITY SCHOOL DISTRICT**

\$19,990,000 General Obligation School Bonds, Series 2018

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement, and Authorizing the Execution of Same.
- Approval of form of Tax Exemption Certificate.
- Approval of Continuing Disclosure Certificate.
- Resolution Amending the Resolution Authorizing the Issuance of Bonds and Levying a Tax for the Payment Thereof Adopted March 12, 2018.

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL  
DISTRICT**

August 13, 2018

The Board of Directors of the Red Oak Community School District, in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, met in \_\_\_\_\_ session, in the Inman Primary School Media Center, 900 Inman Drive, Red Oak, Iowa, at 7:00 P.M., on the above date. There were present President \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

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Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME" and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Resolution adopted.

\* \* \* \* \*

Board Member \_\_\_\_\_ moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the motion adopted.

\* \* \* \* \*

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Board Member \_\_\_\_\_ moved that the form of Continuing Disclosure Certificate be placed on file and approved. Board Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the motion adopted.

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AMENDING THE RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018, OF THE RED OAK COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, IN THE AMOUNT OF \$19,990,000, AND LEVYING A TAX FOR THE PAYMENT THEREOF ADOPTED MARCH 12,2018," and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Resolution adopted.

\* \* \* \* \*

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RESOLUTION APPOINTING BANKERS TRUST COMPANY OF  
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND  
REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING  
AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND  
AUTHORIZING THE EXECUTION OF SAME

WHEREAS, pursuant to the provisions of Iowa Code chapter 75, \$19,990,000 General Obligation School Bonds, Series 2018, dated August 28, 2018, have been sold and action should now be taken to provide for the maintenance of records, registration of Bonds and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered Bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared and is deemed suitable for the purpose:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE RED OAK COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF MONTGOMERY, PAGE AND POTTAWATTAMIE, STATE OF IOWA:

Section 1. That Bankers Trust Company of Des Moines, Iowa, is appointed to serve as Paying Agent, Bond Registrar, and Transfer Agent in connection with the issuance of \$19,990,000 General Obligation School Bonds, Series 2018, dated August 28, 2018.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is approved and that the President and Secretary of the School Board are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 13th day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

RESOLUTION AMENDING THE RESOLUTION AUTHORIZING THE  
ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018,  
OF THE RED OAK COMMUNITY SCHOOL DISTRICT, STATE OF IOWA,  
IN THE AMOUNT OF \$19,990,000, AND LEVYING A TAX FOR THE  
PAYMENT THEREOF ADOPTED MARCH 12, 2018

WHEREAS, the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, is a public school corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Board of Directors of the School District, in accordance with Iowa Code chapter 296, received a petition which was signed by qualified electors numbering at least 25% the voters voting at the last regular school election, asking that an election be called, and at a meeting called by the President of the Board of Directors, within ten days after receipt of the petition, called an election and submitted on June 27, 2017, the following proposition:

Shall the Board of Directors of the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, be authorized to contract indebtedness and issue General Obligation Bonds in an amount not to exceed \$19,990,000 to provide funds to remodel, renovate, improve, refurbish, furnish and equip and to construct, furnish and equip additions to the existing high school campus (including the Tech Center) and the Inman Campus; and to improve the existing high school (including the Tech Center) site; it being the intention of the School District to apply receipts of the school infrastructure, sales, services and use tax to abate and reduce the levy of taxes to pay principal and interest on the Bonds?

and gave notice of the election and of the proposition; and

WHEREAS, the election was conducted on the date and the proposition was legally submitted, approved and no contest was made; and

WHEREAS, none of the Bonds authorized at the election have been issued, and it is now necessary to issue \$19,990,000 General Obligation School Bonds, and to amend the Resolution Levying a Tax for the Payment Thereof, adopted March 12, 2018;

WHEREAS, pursuant to the provisions of Iowa Code chapter 75, the above-mentioned bonds were sold at public sale and action should now be taken to issue the bonds confirming to the terms and conditions of the best bid received at the advertised public sale:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE RED OAK COMMUNITY SCHOOL DISTRICT IN THE COUNTIES OF MONTGOMERY, PAGE AND POTTAWATTAMIE, STATE OF IOWA:

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Section 1. Definitions. The following terms have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "BAM" means Build America Mutual Assurance Company, or any successor thereto.

◆ "Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

◆ "Blanket Issuer Letter of Representations" means the Representation Letter from the Issuer to DTC, with respect to the Bonds.

◆ "Bond(s)" means the \$19,990,000 General Obligation School Bonds, Series 2018, authorized to be issued by this Resolution.

◆ "Bond Fund" means the fund created in Section 3 of this Resolution for the deposit of taxes which are pledged for the payment of principal and interest on the Bonds.

◆ "Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

◆ "Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time.

◆ "DTC" means The Depository Trust Company, New York, New York, which will act as securities depository for the Bonds pursuant to the Representation Letter.

◆ "Debt Service Fund" means the Bond Fund.

◆ "Depository Bonds" means the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

◆ "Issuer," "School District," and "District" mean the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa.

◆ "Notice of Sale" means the official Notice of Sale as published on July 10, 2018.

◆ "Participants" means those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

◆ "Paying Agent" means Bankers Trust Company, or successor as may be approved by Issuer and who will carry out the duties as Issuer's agent to provide for the payment of principal of and interest on the Bonds when due.

◆ "Policy" means the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

◆ "Project Fund" means the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

◆ "Rebate Fund" means the fund of that name established pursuant to the Tax Exemption Certificate.

◆ "Registrar" means Bankers Trust Company of Des Moines, Iowa, or successor as may be approved by Issuer and who will carry out the duties with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar will also act as Transfer Agent for the Bonds.

◆ "Resolution" means this resolution authorizing the issuance of Bonds.

◆ "Secretary" means the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

◆ "Security Documents" means the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental documents executed in connection with the Bonds.

◆ "Sinking Fund" means the Bond Fund.

◆ "Tax Exemption Certificate" means the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

◆ "Treasurer" means the Treasurer of the School District, or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest of the Bonds authorized to be issued, there is levied for each fiscal year the following direct annual tax on all of the taxable property within the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa:

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<u>AMOUNT</u>	<u>FISCAL YEAR ENDING</u> <u>JUNE 30</u>
\$1,275,311*	2019
1,422,338	2020
1,423,088	2021
1,422,088	2022
1,419,338	2023
1,419,838	2024
1,423,338	2025
1,419,588	2026
1,422,988	2027
1,419,338	2028
1,419,938	2029
1,423,375	2030
1,419,413	2031
1,423,132	2032
1,419,107	2033
1,418,857	2034
1,420,719	2035
1,422,494	2036
1,422,694	2037
1,419,663	2038

\*The Issuer has levied \$788,201 for the debt service levy to pay principal and interest on the Bonds for Fiscal Year 2019. The Issuer deposited \$487,110 from cash on hand in the Debt Service Fund for the payment of principal and interest on the Bonds in Fiscal Year 2019.

b. Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with each County Auditor of the Counties of Montgomery, Page and Pottawattamie, State of Iowa, who are instructed in and for each of the years, to levy, assess and collect the tax in the same manner as other taxes of the School District and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Bonds.

c. Additional School Funds Available. Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds of the District available for that purpose and reimbursement must be made.

Section 3. Bond Fund. The taxes must be assessed and collected each year at the same time and in the same manner and in addition to all other taxes for the School District. When collected, these taxes must be deposited into a fund to be known as the "SCHOOL BOND FUND 2018," which is pledged for the payment of principal and interest of the Bonds. Whenever this School District has on hand funds from any other source other than taxation which may be appropriated either to the payment of principal or interest or both, the funds may

be appropriated and used and the levy provided for in Section 2 of this Resolution may be correspondingly reduced; and in the fund (in addition to the taxes above provided for) thus pledged, there is included annually all sums which may be legally included under the apportionment of any state or local tax revenues from whatever source derived to the extent necessary to meet current requirements for Bond principal and interest.

Section 4. Application of Bond Proceeds. There is hereby created a Project Fund into which the proceeds of the Bonds, other than accrued interest as provided below, must be credited and expended for the purposes of issuance. Any amounts on hand in the Project Fund are available for the payment of the principal of or interest on the Bonds at any time that other funds are insufficient to the purpose and the funds must be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution. Accrued interest, if any, must be deposited in the Bond Fund.

Section 5. Investments of Bond Fund Proceeds. All moneys held in the "SCHOOL BOND FUND 2018," provided for by Section 3 of this Resolution must be invested as permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal of or interest on the bonds.

Section 6. Bond Details, Execution and Redemption.

a. Bond Details. Bonds designated "GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018," are issued pursuant to the provisions of Iowa Code chapter 296 for the authorized purpose, dated August 28, 2018, and bear interest from that date, until payment, at the office of the Paying Agent, interest payable on June 1, 2019 and semiannually thereafter on the 1st day of December and June in each year until maturity at the rates provided.

The Bonds must be executed by manual or authorized signature of the President of the Board and attested by the manual or authorized signature of the Secretary of the Board, and must be fully registered as to both principal and interest as provided in this Resolution; principal and interest will be payable at the office of the Paying Agent. Each Bond must be in the denomination of \$5,000, or multiples thereof.

The Bonds will mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1</u>
\$ 690,000	5.000%	2019
685,000	5.000	2020
720,000	5.000	2021
755,000	5.000	2022
790,000	5.000	2023
830,000	5.000	2024
875,000	5.000	2025

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915,000	4.000	2026
955,000	3.000	2027
980,000	3.000	2028
1,010,000	3.125	2029
1,045,000	3.250	2030
1,075,000	3.375	2031
1,115,000	3.500	2032
1,150,000	3.500	2033
1,190,000	3.625	2034
1,235,000	3.500	2035
1,280,000	3.500	2036
1,325,000	3.625	2037
1,370,000	3.625	2038

b. Optional Redemption. Bonds maturing after June 1, 2025, may be called for optional redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached. All repayments shall be at a price of par plus accrued interest.

Section 7. DTC - Registration.

Section 7.1. The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bond registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

Section 7.2. The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its

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nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the person selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

Section 7.3. In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

Section 7.4. Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

Section 7.5. In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

Section 7.6. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed. The Representation Letter is on file with DTC and sets forth



certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds.

Section 7.7. In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates.

Section 7.8. The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

\* Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a. Registration. The ownership of Bonds may be transferred only by entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company of Des Moines, Iowa is hereby appointed as Bond Registrar under the terms of this Resolution. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds must be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b. Transfer. The ownership of any Bond may be transferred only upon the registration books kept for the registration and transfer of Bonds and only upon surrender at the office of the Registrar together with an assignment executed by the holder or duly authorized attorney in such form as is satisfactory to the Registrar, along with the address and social security number or federal employer identification number of transferee (or, if registration is to be made in the name of multiple individuals, of all transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the registration books the information pertaining to the registered owner required above. Upon the transfer of any Bond, a new fully registered bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c. Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the registration books, the Bonds, in accordance with the provisions of this Resolution.

d. Ownership. As to any Bond, the person whose name is registered on the Registration Books of the Registrar as owner shall be deemed as the absolute owner for all purposes, and payment of or on account of the principal of any Bond and the premium, if any, and interest shall be made only to or upon the order of the registered owner or the owner's legal representative. All payments shall be valid and satisfy and discharge the liability upon the Bond, including the interest thereon, to the extent of the sum so paid.

e. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction shall be furnished promptly to the Issuer; provided that if the Issuer directs, the Registrar shall forward the cancelled Bonds to the Issuer.

f. Non-Presentation of Bonds. In the event any payment check representing payment of principal or interest on the Bonds is returned to the Paying Agent or if any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds are available to the Paying Agent for the benefit of the owner, all liability of the Issuer to the owner for interest or payment of the Bonds will cease, terminate and be completely discharged, and thereafter it shall be the duty of the Paying Agent to hold the funds, without liability for principal of or such interest, for the benefit of the owner of the Bonds who shall thereafter be restricted exclusively to such funds for any claim on the owner's part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which interest or principal became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Paying Agent shall surrender any remaining funds to the Issuer whereupon any claim under this Resolution by the Owners of such interest or principal on the Bonds of whatever nature must be made upon the Issuer.

g. Registration and Transfer Fees. The Registrar shall furnish to each owner, at the Issuer's expense, one Bond for each annual maturity. The registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In any case any outstanding Bond becomes mutilated or destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for the mutilated Bond to Registrar, upon surrender of the mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that the Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur by the Issuer in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder or designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All payments will fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary of the Board of Directors shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall by manual signature authenticate the Bonds and deliver them to or upon order of the Purchaser. No Bond is valid or obligatory for any purpose or entitled to any right or benefit unless the Registrar manually endorses and executes on the Bond a certificate of authentication substantially in the form of the certificate herein set forth. The certificate is conclusive evidence that the authenticated Bond has been duly issued under this Resolution and that the holder is entitled to the benefits of this Resolution.

Bonds may not be authenticated and delivered by the Registrar unless and until there have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Secretary of the Board of Directors, directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., bond counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice of each registered Bondholder.

Section 13. Insurer Provisions.

13.1. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Paying Agent under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2018B0382, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of

the General Counsel at the same address and at [claims@buildamerica.com](mailto:claims@buildamerica.com) or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

13.2. Amendments, Supplements and Consents.

a. *Amendments.* Whenever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

b. *Consent of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the Paying Agent for the benefit of such holders under any Security Document. The Paying Agent may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.

13.3. BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

13.4. Policy Payments.

a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent agree for the benefit of BAM that:

i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and

ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of

and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph (b) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

Section 14. Form of Bond. Bonds shall be printed substantially in the form as follows:

(Form of Bond)

"Registered"

"Registered"

Certificate No. \_\_\_\_\_

Principal Amount: \$ \_\_\_\_\_

STATE OF IOWA  
RED OAK COMMUNITY SCHOOL DISTRICT  
COUNTIES OF MONTGOMERY, PAGE AND POTTAWATTAMIE  
GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018

<u>Rate</u>	<u>Maturity</u>	<u>Bond Date</u>	<u>CUSIP No.</u>
_____ %	June 1, _____	August 28, 2018	_____

The Red Oak Community School District, in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

**CEDE & CO.**

or registered assigns, the principal sum of (principal amount written out) Thousand Dollars in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender at the designated office of Bankers Trust Company, Paying Agent of this issue, or successor, with interest on the sum from the date hereof until paid as the per annum specified above, payable on June 1, 2019, and semiannually thereafter on the 1st day of December and June in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and a certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to another entity as requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch the registered owner hereof, Cede & Co., has an interest herein.

This Bond is issued pursuant to the provisions of Iowa Code chapter 296 for the purpose of paying costs to remodel, renovate, improve, refurbish, furnish and equip and to construct, furnish and equip additions to the existing high school campus (including the Tech Center) and the Inman Campus; and to improve the existing high school (including the Tech Center) site; it

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being the intention of the School District to apply receipts of the school infrastructure, sales, services and use tax to abate and reduce the levy of taxes to pay principal and interest on the Bonds, in conformity to a Resolution passed and approved by the Board of Directors of the District.

Bonds maturing after June 1, 2025, may be called for optional redemption by the Issuer on that date, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

If less than all of a maturity is called for redemption, the Issuer will direct the Registrar to notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. If DTC is no longer providing services with respect to the Bonds, the Registrar shall by random selection of the names of the registered owners of the entire annual maturity select the Bonds to be redeemed until the total amount of Bonds to be called has been reached. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept by Bankers Trust Company, the Registrar. Transfer on the books may occur only upon surrender of this Bond at the office of the Registrar, together with an assignment executed by the owner or authorized attorney in form satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall promptly give notice to registered bondholders of the change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is represented and certified that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to be done precedent to and in the issuing of this Bond have been properly done, happened and been performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and that the total indebtedness of the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer, by its Board of Directors, has caused this Bond to be signed 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, and to be authenticated by the manual signature of Bankers Trust Company of Des Moines, Iowa.

Date of authentication: **Closing Date**

BOARD OF DIRECTORS OF THE RED OAK  
COMMUNITY SCHOOL DISTRICT IN THE  
COUNTIES OF MONTGOMERY, PAGE AND  
POTTAWATTAMIE, STATE OF IOWA

This is one of the Bonds described in the  
Resolution, as registered by Bankers Trust  
Company of Des Moines, Iowa.

By: (manual or facsimile signature)  
President of the Board

BANKERS TRUST COMPANY OF  
DES MOINES, IOWA, Registrar

ATTEST:

By: \_\_\_\_\_  
Authorized signature

By: (manual or facsimile signature)  
Secretary of the Board

Registrar and Transfer Agent: Bankers Trust Company

Paying Agent: Bankers Trust Company

(Seal)

**STATEMENT OF INSURANCE**

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds maturing on June 1 of the years 2021 through 2026, inclusive, and June 1 of the years 2037 through 2038, inclusive (the "Insured Bonds"), to Bankers Trust Company, Des Moines, Iowa, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) this Bond and constitutes and appoints \_\_\_\_\_ attorney in fact to transfer this Bond on the books kept for registration of this Bond, with full power of substitution in the premises.

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Dated \_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE GUARANTEED ) \_\_\_\_\_

**IMPORTANT - READ CAREFULLY**

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent which may require signatures to be guaranteed by certain eligible guarantor institutions which participate in a recognized signature guarantee program.

**INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER**

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

**ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST**

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the School District and the Purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds which will cause

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any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Bonds it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution.

Section 17. Severability Clause. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity will not affect any of the remaining provisions, and this Resolution shall become effective immediately upon its passage and approval.

Section 18. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the outstanding Bonds that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate which Tax Exemption Certificate shall constitute part of the contract between the Issuer and the Owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer with such compliance.

Section 19. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of bond counsel, amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 20. Successor Clause. The Issuer will maintain its corporate existence, and in the event of reorganization of any kind, the resolutions and the obligations of the Issuer are binding upon any successor or assigns.

Section 21. Repeal of Conflicting Resolutions or Ordinances. That all resolutions and parts resolutions in conflict are hereby repealed.

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Section 22. Not Qualified Tax-Exempt Obligations. The Bonds shall not be designated as qualified tax-exempt obligations as defined by Section 265(b) of the Internal Revenue Code of the United States, as amended.

Section 23. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "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.

PASSED AND APPROVED this 13th day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

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