

A meeting of the Mayor and City Council of the City of Wisner, Nebraska, was held at the City Council Chambers in said City on the 6<sup>th</sup> day of June, 2022, at 7 o'clock P.M.

Present were: Mayor: Chad Dixon. Council Members: Terry Soden, Cathy Gobar, Barry Meyer, and Jay Meyer. Absent: none. Notice of the meeting was given in advance thereof by posting in the Wisner News Chronicle and posting in three locations, a designated method for giving notice as shown by the (Affidavit of Publication) (Certificate of Posting Notice) attached to these minutes. Advance notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of advance notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

Council Member Barry introduced Ordinance No. 2022-1169 entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET, WATER AND SEWER IMPROVEMENT BOND ANTICIPATION NOTES IN ONE OR MORE SERIES, IN THE AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PAVING, WATER, AND SEWER IMPROVEMENTS WITHIN THE CITY OF WISNER, NEBRASKA AND NECESSARY APPURTENANCES THERETO; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY; PRESCRIBING THE FORM OF THE NOTES; AUTHORIZING THE SALE AND DELIVERY OF THE NOTES TO THE PURCHASER AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM

and moved that the statutory rule requiring reading on three different days be suspended. Council Member Gobar seconded the motion to suspend the rule and upon roll call vote on the motion the following Council Members voted YEA: Jay, Barry, Soden, and Gobar. The following voted NAY: None.

The motion to suspend the rule was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance.

Said Ordinance was then read by title and thereafter Council Member Gobar moved for final passage of the Ordinance, which motion was seconded by Council Member Soden. The Mayor then stated the question "Shall Ordinance No. 2022-1169 be passed and adopted?" Upon roll call vote, the following Council Members voted YEA: Jay, Barry, Soden, and Gobar. The following voted NAY: None. The passage and adoption of said Ordinance having been concurred in by not less than three-fourths of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed said Clerk's signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct and complete copy of said Ordinance is as follows:

ORDINANCE NO. 2022-1169

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF STREET, WATER, AND SEWER IMPROVEMENT BOND ANTICIPATION NOTES IN ONE OR MORE SERIES, IN THE AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING PAVING, WATER, AND SEWER IMPROVEMENTS WITHIN THE CITY OF WISNER, NEBRASKA AND NECESSARY APPURTENANCES THERETO; PROVIDING FOR A PAYING AGENT AND REGISTRAR OF THE NOTES; AGREEING TO ISSUE BONDS TO PAY THE NOTES AND ACCRUED INTEREST AT MATURITY; PRESCRIBING THE FORM OF THE NOTES; AUTHORIZING THE SALE AND DELIVERY OF THE NOTES TO THE PURCHASER AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WISNER, NEBRASKA:

Section 1. The Mayor and City Council (the "Council") of the City of Wisner, Nebraska (the "City"), hereby find and determine:

(a) That the City has by ordinance authorized the construction of certain street improvements in the City in an area designated as Street Improvement District No. 2022-1 and Street Improvement District No. 2022-2, the construction of certain sewer improvements in an area of the City designated as Sewer Improvement District No. 2021-1 (collectively the "Districts") and the construction of certain water utility improvement in the Districts, all pursuant to Sections 17-509 to 17-520, 17-534, and 17-913 to 17-925, R.R.S. Nebraska 2012, and all actions and other required facts and conditions for the authorization of the Districts and the construction of improvements therein have occurred as required by law;

(b) That it is necessary and appropriate to construct, and the City is constructing, the street, water, and sewer improvements in the Districts;

(c) That for this purpose the City will issue its general obligation various purpose bonds or other bonds after further determination as to the total remaining costs of the improvements and after finding an appropriate market for said bonds and that the total costs of such improvements, including the cost of issuance of the Notes authorized herein, are presently estimated to be in excess of \$3,500,000;

(d) That the City is authorized to issue warrants or water bonds to pay the costs of said improvements and, pending permanent financing by the issuance of general obligation bonds, it is necessary and desirable in order to provide temporary financing, to issue bond anticipation notes in lieu of issuing warrants or water bonds; and

(e) That all conditions exist for the issuance of Street, Water, and Sewer

Improvement Bond Anticipation Notes, in one or more series, in the amount of not to exceed \$3,500,000 pursuant to Sections 10-137 and 17-534, R.R.S. Nebraska 2012.

Section 2. Notes to be designated Street, Water, and Sewer Improvement Bond Anticipation Notes (the "Notes"), in the aggregate principal amount of not to exceed \$3,500,000, which shall be in denominations of \$5,000 each or any integral multiple thereof as determined by the City Treasurer prior to delivery, are hereby authorized to be issued. The Notes may be issued in one or more series with the first series referred to as Series 2022 and subsequent series designated with the year of issue with multiple issues in a single year designated as A, B, C, etc. The Notes shall be dated as of their date of delivery and shall mature on the date, be issued in the principal amount and shall bear interest at the rate per annum as determined in the Note Purchase Agreement for each such series (the "Agreement") signed by the Mayor or City Clerk (each an "Authorized Officer", and together, the "Authorized Officers") on behalf of the City and agreed to by Piper Sandler & Co. (the "Underwriter"), which Agreement may also set the pricing terms and the terms pursuant to which the Notes may be redeemed prior to maturity, all within the following limitations:

- (a) the aggregate principal amount of the Notes shall not exceed \$3,500,000;
- (b) the true interest cost (TIC) of the Notes shall not exceed 5.00%;
- (c) the Underwriter's discount shall not exceed 1.00%; and
- (d) the Notes shall mature no later than December 15, 2024.

The Authorized Officers are authorized to establish the final terms for the Notes and arrange for issuance of the Notes in one or more series without further action by the Council, provided, however, that the authority of the Authorized Officers to act without further action by the Council shall lapse if not exercised on or before June 30, 2023. Interest on the Notes shall be payable on the dates set forth in the Agreement. In accordance with the date for optional redemption established in the Agreement, the City may thereafter select the Notes to be redeemed for optional redemption in its sole discretion. Any Notes to be redeemed in part shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Note or Notes evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first-class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such Note to be redeemed. If any Note or an interest payment thereon is not paid at maturity or due date, the Note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. Said Notes shall be delivered to the Underwriter

upon receipt of payment for said Notes, at the purchase price therefor agreed to in the Agreement in accordance with the authorization granted to the Authorized Officers.

Section 3. Said Notes shall be dated the date of their delivery, be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Note. After being executed by the Mayor and City Clerk, said Notes shall be delivered to the Paying Agent and Registrar who shall register each Note in the name of its initial registered owner as designated by the initial purchaser. Each Note shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Notes shall be issued initially as “book-entry only” notes using the services of The Depository Trust Company (the “Depository”), with one typewritten Note per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the “Letter of Representations”) in the form required by the Depository (including any blanket letter previously delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon issuance of the Notes as “book-entry-only” notes, the following provisions shall apply:

(a) The City and the Paying Agent and 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:

(i) 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;

(ii) 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

(iii) 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 Paying Agent and 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 (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to 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 Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes, or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the ultimate Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and 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 Paying Agent and Registrar shall issue, transfer and exchange Note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance 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.

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

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

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

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accord with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note 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 or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of Note certificates for issuance upon 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 Paying Agent and Registrar for issuance of replacement Note certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of Note certificates and to direct their execution by manual or facsimile signature of its then duly

qualified and acting officers. In case any officer whose signature or facsimile signature shall appear on any Note shall cease to be such officer before the delivery of such Note (including any Note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Notes shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 4. All Notes authorized by this Ordinance shall be fully registered Notes pursuant to Section 10-135 R.R.S. Nebraska 2012. The City Treasurer in Wisner, Nebraska is hereby designated as Paying Agent and Registrar for the Notes, provided that the Mayor may, in his or her discretion, appoint some bank with trust powers or trust company to serve as Paying Agent and Registrar under the terms of this Ordinance as may be determined from time to time. The Authorized Officers, or either of them, are authorized, on behalf of the City, to enter into an agreement with said Paying Agent and Registrar for the provisions of such services. Said Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes at the Paying Agent and Registrar's office. The names and registered addresses of the initial registered owner or owners of the Notes shall be recorded in such books prior to the issuance thereof. Any Note may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar upon surrender of the Note for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer and 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 such transferee owner or owners, a new Note or Notes of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Notes by this Ordinance, 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 or Notes shall be canceled and destroyed. All Notes issued upon transfer of the Notes so surrendered shall be valid obligations of the City evidencing the same obligations as the Notes surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Notes upon transfer of which they were delivered. The City Treasurer is hereby authorized and directed to transfer, from any monies of the City available for the purpose, funds required to pay interest and principal on the Notes when and as the same become due, to the Paying Agent and Registrar on or before each interest and principal payment date. Payment of interest, except for payment of interest at maturity or upon redemption, shall be mailed to the registered owners of the Notes as of the record date for each interest payment date. The record date for each interest payment date shall be the close of business on the fifteenth day (whether or not a business day) immediately preceding each interest payment date. The principal, together with accrued interest then due, shall be payable at maturity or on

redemption prior to maturity upon presentation and surrender of each Note at the office of the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer Notes during any period from any record date until its immediately following interest payment date or to transfer any Notes called for redemption for a period of thirty days next preceding any date fixed for redemption prior to maturity.

Section 5. The fully registered Street, Water, and Sewer Improvement Bond Anticipation Notes, Series 2022, shall be in substantially the following form:

CITY OF WISNER, NEBRASKA  
STREET, WATER, AND SEWER IMPROVEMENT BOND ANTICIPATION NOTE  
SERIES 202\_\_

|     |                      |                      |  |
|-----|----------------------|----------------------|--|
| No. |                      | \$                   |  |
|     | <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Date of Delivery</u> <u>CUSIP No.</u> |
|     | _____%               | _____                | _____, 202__                             |

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

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

The City of Wisner, Nebraska, hereby promises to pay to the registered owner specified above the sum specified above on the maturity date specified above, together with interest thereon from the date of delivery hereof until maturity (or earlier redemption) at the rate per annum specified above, payable on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 202\_\_. The interest hereon shall be paid on each interest payment date by the City Treasurer, as Paying Agent and Registrar, by wire transfer, check or draft mailed to the registered owner hereof determined as of the fifteenth day (whether or not a business day) immediately preceding each interest payment date, at such owner's registered address as it appears on the books of registration as maintained by said Paying Agent and Registrar. The principal of this note and the interest due at maturity or upon call for redemption prior to maturity are payable on presentation and surrender to said Paying Agent and Registrar at the Paying Agent's office in Wisner, Nebraska. If this note or any interest installment hereon is not paid upon maturity or due date, the note or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. This note and interest accruing hereon shall be payable from funds received by the City from the issuance and sale of its general obligation various purpose bonds or other bonds and is optional for payment on \_\_\_\_\_, 20\_\_, or at any time thereafter at par plus accrued interest. This note is one of an issue of \$ \_\_\_\_\_ in total principal amount issued pursuant to an ordinance duly adopted by the City (the "Ordinance"). All the provisions and agreements of said Ordinance are by reference made a part of this instrument and all such agreements accrue to the registered owner of this note. This note shall not be a debt of the City of Wisner, Nebraska within the meaning of any constitutional, statutory or charter limitation

upon the creation of general obligation indebtedness of said City and said City shall not be liable for the payment of the principal thereof out of any money of the City other than from proceeds of the issuance of general obligation bonds, as aforesaid, or other funds of the City available to pay interest on said note or a portion of the cost of the project so as to reduce the required financing.

This note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this note, and thereupon a new note or notes of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of notes, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this note be overdue or not.

AS PROVIDED IN THE ORDINANCE 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 ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND 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 ORDINANCE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND 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 and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Wisner, Nebraska,

have caused this note to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto all as of the date of delivery shown above.

CITY OF WISNER, NEBRASKA

By: \_\_\_\_\_ (Do not sign)  
Mayor

ATTEST:

\_\_\_\_\_  
(Do not sign)  
City Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes authorized by an ordinance passed and approved by the Mayor and Council of the City of Wisner, Nebraska as described in said notes.

\_\_\_\_\_  
(do not sign)  
City Treasurer, as Paying Agent  
and Registrar

(FORM OF ASSIGNMENT)

For value received \_\_\_\_\_ 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 Paying Agent and Registrar with full power of substitution in the premises.

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

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

SIGNATURE GUARANTEED

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name 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. Notice of the call of any of said Notes for payment prior to maturity shall be sufficient if it has been communicated at least thirty days prior to the redemption date by any means by or on behalf of the City to the registered owner of each of the Notes to be redeemed.

Section 7. Additional Street, Water, and Sewer Improvement Bond Anticipation Notes can be authorized if deemed necessary by the Council by appropriate ordinance.

Section 8. The proceeds received from the sale of the Notes shall be used to pay project costs as set out in Section 1 hereof.

Section 9. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its general obligation various purpose bonds or other bonds. The City further covenants and agrees to issue and sell its general obligation various purpose bonds or other bonds in a sufficient amount and at such time as will enable it to take up and pay off the Notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from other sources.

Section 10. The City of Wisner, Nebraska, hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said Note issue, including monies held in any sinking fund for the payment of said Notes, which would cause said Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said Note issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Notes with respect to taxpayers generally but not including insurance companies or corporations subject to the additional minimum tax. The City hereby designates the Notes as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in calendar year 2022 in an amount in excess of \$10,000,000.

Section 11. The Authorized Officers are hereby authorized to approve (and declare final) on behalf of the City a preliminary Official Statement or a preliminary Offering Circular, as applicable, prepared with respect to the Notes and to approve and deliver on behalf of the City a final Official Statement or a final Offering Circular, as applicable, relating to and describing the Notes. The officers of the City are further authorized to take any and all actions deemed necessary by them in connection with the carrying out and performance of the terms of this Ordinance.

Section 12. If any individual series of the Notes is issued in the amount of \$1,000,000 or more, then, in accordance with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule") promulgated by the Securities and

Exchange Commission, the City being the only “obligated persons” other than the City with respect to the Notes of such series, and being an “obligated person” with respect to no more than \$10,000,000 in aggregate amount of outstanding municipal securities (including the Notes), agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB:

- (a) at least annually not later than nine (9) months after the end of the City’s fiscal year, financial information or operating data for the City which is customarily prepared by the City and is publicly available, including the City’s audited financial statements and information of the type included in the audit;
- (b) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Notes:
  - (1) principal and interest payment delinquencies;
  - (2) non-payment related defaults, if material;
  - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (5) substitution of credit or liquidity providers, or their failure to perform;
  - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
  - (7) modifications to rights of the holders of the Notes, if material;
  - (8) bond calls, if material, and tender offers;
  - (9) defeasances;
  - (10) release, substitution, or sale of property securing repayment of the Notes, if material;
  - (11) rating changes;
  - (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of

reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional Trustee or the change of name of a Trustee, if material.
- (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes subparagraph (15) above, a “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above. The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Notes (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City with regards to the Notes, as described above, shall cease when none of the Notes remain outstanding. The foregoing information, data and notices can be obtained from the City Clerk.

Section 13. The Notes are hereby sold to Piper Sandler & Co. (the “Initial Purchaser”) upon the terms set forth in the Agreement for each series which is approved by the Authorized Officers and the City Treasurer is authorized to deliver the Notes to the Initial Purchaser upon receipt of said amount plus accrued interest to date of payment. The Notes are sold to the Initial Purchaser subject to the opinion of Rembolt Ludtke LLP,

as Initial Purchaser's bond counsel that the Notes are lawfully issued; that the Notes constitute a valid obligation of the City; and that under existing laws and regulations the interest on the Notes is exempt from both Nebraska state and federal income taxes. Such purchaser and its agents, representatives and counsel (including Initial Purchaser's bond counsel) are hereby authorized to take such actions on behalf of the City 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 (as defined herein) at closing. The proceeds of the Notes shall be applied upon receipt for the purposes described in Section 1 hereof. The City may also pay costs of issuance from the proceeds of the Notes.

Section 14. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 15. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 6<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(S E A L)

I, the undersigned, City Clerk for the City of Wisner, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June 6, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held.

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City Clerk

(SEAL)

**EXHIBIT "A"**  
**Policy and Procedures**  
**Federal Tax Law and Disclosure Requirements for**  
**Tax-exempt Bonds and/or Tax Advantaged Bonds**

**ISSUER NAME:** CITY OF WISNER, NEBRASKA

**COMPLIANCE OFFICER (BY TITLE):** CITY CLERK

**POLICY**

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

**PROCEDURES**

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

*Document Review.* At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):
  - (i) covenants, certifications, and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
  - (ii) Form 8038 series filed with the Internal Revenue Service;
  - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
  - (iv) covenants, agreements, instructions, or memoranda with respect to rebate or private use;
  - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
  - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

*Use and Timely Expenditure of Bond Proceeds.* Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

*Arbitrage Yield Restrictions and Rebate Matters.* The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

*Use of Bond Financed Property.* Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

*Continuing Disclosure.* Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.