



In-Person Meeting Details:

- The meeting will be held at the Administrative Offices at Evamere
76 North Hayden Parkway, Hudson, Ohio.

AGENDA

1. Opening of the Meeting – Call to Order
2. Pledge of Allegiance
3. Roll Call
 - Mr. DiMauro _____
 - Mr. Field _____
 - Mrs. Jones _____
 - Mr. Tobin _____
 - Mrs. Wright _____

A. Hudson High School HVAC Project Lease Purchase Agreement

The notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE PURCHASE AGREEMENT BETWEEN BANK OF AMERICA, NATIONAL ASSOCIATION, AS LESSOR, AND THIS BOARD, AS LESSEE, PROVIDING FOR THE LEASE AND EVENTUAL ACQUISITION OF CERTAIN HVAC EQUIPMENT FOR FACILITIES USED FOR SCHOOL DISTRICT PURPOSES, AND RELATED MATTERS.

WHEREAS, Ohio Revised Code Section 3313.375 provides that the board of education of a school district may enter into a lease-purchase agreement providing for improving and equipping buildings and facilities used for school purposes, subject to certain conditions; and

WHEREAS, Section 3313.375 further provides that the obligations of the board of education under such a lease-purchase agreement shall not be construed as net indebtedness of that school district pursuant to Section 133.06 of the Revised Code; and

WHEREAS, this Board has determined to provide for the improvement and equipping of the School District's High School by the lease and eventual acquisition of certain heating, ventilation, and air conditioning (HVAC) equipment and necessary appurtenances (collectively, the "Equipment") pursuant to an Equipment

Lease Purchase Agreement (together with any and all addenda, exhibits and attachments thereto, the "Lease"), between Bank of America, National Association, as lessor (the "Lessor"), and this Board, a form of which Lease has been presented to this Board; and

WHEREAS, the obligations of the Board under the Lease will be subject to annual appropriations by this Board; and

WHEREAS, this Board has appropriated or is appropriating herein the funds necessary to pay the School District's obligations under the Lease, as determined by the Treasurer within the parameters set forth herein, during fiscal year 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Hudson City School District, County of Summit, State of Ohio, that:

Section 1. It is hereby declared necessary and advantageous to the School District for the Board to enter into the Lease with the Lessor for the purpose of leasing and eventually acquiring the Equipment for School District purposes.

Section 2. The Lease in the form that has been presented to this Board is hereby approved, together with any changes thereto that are not substantially adverse to the School District and are approved by the President and the Treasurer of this Board as provided in this Section. The President and Treasurer of this Board are hereby authorized to sign, acknowledge and deliver, in the name of and on behalf of the School District, the Lease in substantially the form as now on file with this Board, with such changes not materially inconsistent with this Resolution and not substantially adverse to the School District, that are permitted by law and shall be approved on behalf of this Board by the President and Treasurer of this Board; provided that the aggregate principal components of the rental payments due under the Lease shall not exceed \$5,300,000, the interest component of those rental payments shall accrue at an annual rate not in excess of 4.50%, the Lease term shall consist of a series of terms ending at the end of the School District's fiscal year and subject to renewal at the option of the School District upon the appropriation of funds to pay rental payments due under the Lease during the following renewal term, and the final renewal term of the Lease shall end not later than 11 years from the commencement date of the Lease; provided that the principal component of the rental payments may be subject to prepayment if, and upon the terms provided for and agreed to, in the Lease. The approval of such changes, and that such changes are not materially inconsistent with this Resolution and not substantially adverse to the School District, shall be conclusively evidenced by the signing of Lease by the President and the Treasurer of this Board.

The Superintendent of Schools and the President and the Treasurer of this Board are each further authorized to sign any certifications, financing statements, escrow agreements, documents, and instruments, and to take such other actions, as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Resolution and the Lease.

Section 3. The funds necessary to make any rental payments due and to meet any other obligations of the Board or the School District under the Lease during the current fiscal year have been appropriated and shall be used for that purpose. The proceeds of the Lease (the "Lease Proceeds") shall be paid into the proper fund or funds as provided in the Lease, and those Lease Proceeds are appropriated and shall be used for the purpose for which the Lease is authorized.

Section 4. This Board covenants that, to the extent within its powers and control, it will use, and will restrict the use and investment of, any Lease Proceeds in such manner and to such extent as may be necessary so that (a) the Lease will not (i) constitute a private activity bond or arbitrage bond under Sections 141 or 148 of the Code, as amended, or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b)

the interest components of the rental payments due under the Lease ("Interest") will not be treated as a preference item under Section 57 of the Code.

This Board further covenants, to the extent within its powers and control, (a) that it will take or cause to be taken such actions as may be required of it for the Interest to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the Lease Proceeds to the governmental purpose of the Lease, (ii) restrict the yield on investment property acquired with the Lease Proceeds, (iii) make timely and adequate rebate payments to the federal government if required to do so, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of Lease Proceeds and, as applicable, of the Equipment, all in such manner and to the extent necessary to assure such exclusion of that Interest under the Code.

The Treasurer, as fiscal officer of this Board, or any other officer of the School District having responsibility for the Lease, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the Board or the School District with respect to the Lease as the Board or the School District is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Board or the School District, as may be appropriate to assure the exclusion of Interest from gross income and the intended tax status of the Lease, (c) to designate the aggregate of the principal components of the rent payable during all Lease Terms under the Lease as "qualified tax-exempt obligations" if such designation is applicable and desirable and to make any related necessary representations and covenants, and (d) to give one or more appropriate certificates of the Board, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the Board regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease.

Section 5. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with, and the rendering of the necessary legal opinion upon the completion of the lease-purchase transaction approved herein. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services, whether or not the lease-purchase transaction is completed. The Treasurer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm and in paying other financing costs in connection with the lease-purchase transaction at the direction of this Board.

Section 6. The services of Stifel, Nicolaus & Company, Incorporated, as placement agent, are hereby retained. Those services shall be in the nature of soliciting proposals from potential lessors in connection with the lease-purchase transaction approved herein, and negotiating the terms of the Lease. In rendering those services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds,

enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those services. The Treasurer is authorized and directed, to the extent they are not paid by the Purchaser, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 7. This Board hereby finds and determines that the Equipment is essential to the School District’s operations and serves an essential governmental function of the School District and that the Equipment will be used solely for essential governmental functions and not for private business use.

Section 8. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 9. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and any of its committees that resulted in those formal actions were held, in meetings open to the public, in compliance with the law.

Section 10. This Resolution shall be in full force and effect from and immediately upon its adoption.

Motion _____

Second _____

Vote: Mr. Field _____, Mrs. Jones _____,
Mr. Tobin _____, Mrs. Wright _____, Mr. DiMauro _____

4. Adjournment

Be It Resolved That: The Hudson City School District Board of Education Meeting be adjourned.

Motion _____

Second _____

Vote: Mrs. Jones _____, Mr. Tobin _____,
Mrs. Wright _____, Mr. DiMauro _____, Mr. Field _____

Time adjourned _____