



**SWEETWATER COUNTY  
SCHOOL DISTRICT #1**

## Consent Agenda Item 5-e

Recommendation for approval of a resolution authorizing the District to lease, with an option to purchase, certain buses from Hilltop National Bank, Casper, Wyoming.

EXHIBIT A

RESOLUTION

ENTITLED: A RESOLUTION AUTHORIZING THE SWEETWATER COUNTY SCHOOL DISTRICT #1 (SCSD #1), STATE OF WYOMING, TO LEASE, WITH AN OPTION TO PURCHASE, CERTAIN EQUIPMENT FROM HILLTOP NATIONAL BANK.

WHEREAS, the governing body (the "Governing Body") of the SCSD #1, State of Wyoming (the "Lessee") has determined that the needs of Lessee include certain equipment listed on EXHIBIT C of that certain Lease and Option to Purchase Agreement (the "Agreement") and made a part hereof by this reference (the "Equipment"); and

WHEREAS, pursuant to this resolution (the "Authorizing Resolution"), Lessee intends to enter into the Agreement with Hilltop National Bank (the "Lessor"), to which this Authorizing Resolution constitutes EXHIBIT A, to provide for the payment of the costs of acquisition of the Equipment; and

WHEREAS, the Lessee is a unified Wyoming School District, duly organized and validly existing under the constitution and laws of the State of Wyoming; and

WHEREAS, the District has the requisite power and authority to execute and deliver the Lease Agreement and to incur and perform the obligations of Lessee as set forth in the Agreement; and the Board of Trustees of the District ("the Board") is authorized pursuant to W.S. 21-3-111 to acquire, hold, convey, lease, rent, and manage property, real and personal, for the benefit of the District in the name by which the District is designated, either alone or jointly with another public or private agency, institution, person, or corporation; and

WHEREAS, the Board hereby finds and determines that the execution of the Agreement for the purpose of leasing, with the option to purchase, the equipment designated and set forth in Exhibit C to the Agreement is appropriate and necessary to the function and operations of the District; and

WHEREAS, the obligation of the District to pay Rental Payments (as defined in the Agreement) shall be from year to year only; shall constitute currently budgeted expenditures of the District; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness nor a mandatory payment obligation of the District in any ensuing fiscal year beyond any fiscal year during which the Agreement shall be in effect; and

WHEREAS, the Lease Agreement will be duly authorized and executed by Lessee and will be a valid and binding agreement of Lessee enforceable in accordance with its terms, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application or of application to Wyoming school districts or public entities such as Lessee affecting remedies or creditors' rights; and

WHEREAS, the authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby, including without limitation the acquisition and operation of the Equipment, will be performed in accordance with all open meeting laws, public bidding laws and all other applicable laws.

WHEREAS, the Lessee will obtain all necessary licenses, permits and approvals, if any, required by all governing bodies or agencies having jurisdiction over the acquisition and operation of the Equipment; and

WHEREAS, the Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law; and

WHEREAS, to the best of the District's knowledge, there is no proceeding pending or threatened against or affecting Lessee in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined would adversely affect the validity or enforceability of the Agreement, the ability of Lessee to perform its obligations under the Agreement the transactions contemplated by the Agreement or the security interest of Lessor or its assigns in the Equipment; and

WHEREAS, the Governing Body of Lessee desires to authorize certain officers of the Lessee and members of the Governing Body of Lessee to proceed to finalize the form of the Agreement and all other documents necessary to effect the financing and to negotiate the necessary terms and provisions thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SCSD#1 , STATE OF WYOMING, THAT:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Authorizing Resolution) by the Governing Body of Lessee or officers of Lessee, directed toward the financing of the Equipment, are hereby ratified, approved and confirmed by the Chairperson or Designee.

Section 2. The Agreement, including the Exhibits, in substantially the same form as presented at this meeting, with such additions, omissions and changes as may be requested by the Lessee or its Legal Counsel and persons executing the same, their execution being conclusive evidence of their approval of any such additions, omissions, and changes, is

hereby approved and the Chairperson or Designee, where appropriate, are authorized and directed to affix his, her or their signatures and the official corporate seal of Lessee thereto. The Chairperson and Clerk of the Board acting on behalf of the District, are hereby authorized to negotiate, enter into, execute, and deliver the Agreement in substantially the form set forth in the document presently before the Board, which document is available for public inspection at the office of the District's Business Manager. The Chairperson and Clerk of the Board acting on behalf of the District, are hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Agreement, as the Chairperson and Clerk of the Board upon advice of counsel, deem necessary and appropriate. The Business Manager is authorized to execute the Receipt Certificates in form as attached to the Agreement. The Agreement shall be in the principal amount of \$ 928065 bearing interest as set forth in Exhibit D of the Agreement, said Agreement to contain an option to purchase by the District as therein set forth.

Section 3. No provision of this Authorizing Resolution or the Agreement shall be construed as creating or constituting a general obligation or other indebtedness of Lessee or a mandatory payment obligation of Lessee in any ensuing Fiscal Year beyond the current Fiscal Year. The obligation of the District to make Rental Payments under the Agreement is subject to annual appropriation by the Board and constitutes an undertaking of the District to make current expenditures. No provision of this resolution or the Agreement shall be construed or interpreted as a delegation of governmental powers or as constituting or giving rise to a general obligation or other indebtedness or a multiple fiscal year direct or indirect debt or other financial obligation of the District within the meaning of any constitutional or statutory debt limitation, nor a mandatory charge or requirement against the District in any ensuing fiscal year beyond the current fiscal year. The District shall have no obligation to make any payment to the Lessor or its assigns except in connection with the payment of the Rental Payments under the Agreement and certain other payments, for which funds have been specifically appropriated and encumbered by the District for such purpose, under the Agreement, which payments may be terminated by the District in accordance with the provisions of the Agreement.

Section 4. The Governing Body of Lessee hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by Lessee does not exceed \$10,000,000 for the 2016 calendar year and hereby designates the Agreement to be a "qualified tax-exempt obligation" pursuant to Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 5. If any section, paragraph, clause or provision of this Authorizing Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Authorizing Resolution.

Section 6. All resolutions, or parts thereof, inconsistent with this Authorizing Resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any resolution or part thereof.

Section 7. This Authorizing Resolution shall be in full force and effect upon its passage and adoption.

Section 8. The Board hereby determines and declares that the Rental Payments due under the agreement constitute the fair rental value for the equipment and do not exceed a reasonable amount.

Section 9. All other related contracts and agreements, necessary and incidental to the Agreement are hereby authorized.

ADOPTED AND APPROVED as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

( S E A L )

SWEETWATER COUNTY SCHOOL DISTRICT #1  
STATE OF WYOMING

By: \_\_\_\_\_  
Chairperson or Designee

ATTESTED:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**DESCRIPTION OF EQUIPMENT**

The Equipment which is the subject of the attached Lease and Option To Purchase Agreement is as follows:

\* See Attached Purchase Order

Together with all additions, accessions, and replacements thereto.

Lessee hereby certifies that the description of the property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease and Option To Purchase Agreement.

( S E A L )

LESSEE: SWEETWATER COUNTY SCHOOL DISTRICT #1  
STATE OF WYOMING

By: \_\_\_\_\_  
Title: Chairperson, Board of Trustees  
Date:

Location of Equipment:

Send all invoices  
in TRIPLICATE

# Purchase Order

## SWEETWATER SCHOOL DISTRICT NO. 1

P.O. Box 1089  
Rock Springs, WY 82902  
Phone (307) 352-3400

PO# 17000723

DATE: 07/21/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 10143

REQ: 00966719

PHONE: (800) 442-3286

Fax: (307) 265-6908

EMAIL:

SHIP TO: RECEIVING WAREHOUSE

3600 FOOTHILL BLVD  
ROCK SPRINGS WY 82901

ELDER EQUIPMENT LEASING  
663 N. CIRCLE DRIVE  
P.O. BOX 65  
CASPER WY 82602

CONTACT: C. SABOURIN

(307) 352-3400

SITE: BUSINESS OFFICE

SPECIAL INSTRUCTIONS:

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUS LEASES **** PLEASE GIVE P.O. TO CHRISTIE****		
7.00		BBCV3303 2017 BBCV 3303 TYPE C 66 PASSANGER 273" wb	96,775.00	677,425.00
1.00		ELDER PRICE ELDER PRICE AFTER DISCOUNT	-700.00	-700.00
1.00		BASE PRICE WY STATE BID BASE BUS PRICE	.00	.00
7.00		HTD STEPS HEATED ENTRANCE STEPS	400.00	2,800.00
7.00		DISC BRAKES AIR DISC BRAKES	2,790.00	19,530.00
2.00		BBCV2311 2017 BBCV2311 42 PASS TYPE C	88,790.00	177,580.00
2.00		DISCOUNT PREFERRED BLUE BIRD CUSTOMER	-1,275.00	-2,550.00
1.00		WY STATE BID BASE BUS PRICE = 87518.33	.00	.00
1.00		HTD STEPS HEATED ENTRANCE STEPS	400.00	400.00
1.00		SPEC NEEDS SPECIAL NEEDS PACKAGE	14,000.00	14,000.00
1.00		A/C AIR CONDITIONING	9,800.00	9,800.00
1.00		DISC BRAKES AIR DISC BRAKES	2,790.00	2,790.00
		<b>TOTAL:</b>		901,075.00
		FEDERAL TAX ID.# 83-6000633		
		***PLEASE DO NOT CANCEL ORDER WITHOUT CONTACTING OUR BUSINESS OFFICE.***		
		***** For Sweetwater Co. SD #1 use only 7-100-2-3510-551-000-035		901,075.00

**Instruction to Vendor:**

Please sign the original purchase order and return it to Sweetwater School District #1 For Payment:

I certify, under penalty of perjury that this voucher and the items included therein for payment are correct and just in all respects.

Vendor: \_\_\_\_\_

1. DO NOT BACK ORDER - Unless otherwise indicated. All prices are FOB destination. Prior approval required for any alterations/addition by signatory.
2. DO NOT over ship or substitute without prior Business Office Approval.
3. Send all invoices in triplicate to: Sweetwater School District No. 1 Attn: Accounts Payable, P.O. Box 1089 Rock Springs, WY 82902

Business Manager: Deann Scott

Send all invoices  
in TRIPLICATE

**Purchase Order**  
**SWEETWATER SCHOOL DISTRICT NO. 1**

**PO# 17001100**  
**DATE: 08/09/16**  
**PAGE NO: 1 of 1**

P.O. Box 1089  
Rock Springs, WY 82902  
Phone (307) 352-3400

**PO TYPE:**  
**VENDOR:** 10143      **REQ:** 00967112  
**PHONE:** (800)442-3286  
**Fax:** (307)265-6908      **EMAIL:**

**SHIP TO:** RECEIVING WAREHOUSE  
3600 FOOTHILL BLVD  
ROCK SPRINGS WY 82901

ELDER EQUIPMENT LEASING  
663 N. CIRCLE DRIVE  
P.O. BOX 65  
CASPER WY 82602

**CONTACT:** C. SABOURIN      (307)352-3400  
**SITE:** BUSINESS OFFICE

**SPECIAL INSTRUCTIONS:**

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		BUS LEASES **** PLEASE GIVE P.O. TO CHRISTIE**** QUOTE 95230- 7/31/2016  WY STATE BID BASE BUS PRICE = 87518.33	.00	.00
1.00		HTD STEPS HEATED ENTRANCE STEPS	400.00	400.00
1.00		SPEC NEEDS SPECIAL NEEDS PACKAGE	14,000.00	14,000.00
1.00		A/C AIR CONDITIONING	9,800.00	9,800.00
1.00		DISC BRAKES AIR DISC BRAKES	2,790.00	2,790.00
<b>TOTAL:</b>				26,990.00
FEDERAL TAX ID.# 83-6000633				
***PLEASE DO NOT CANCEL ORDER WITHOUT CONTACTING OUR BUSINESS OFFICE.***				
***** For Sweetwater Co. SD #1 use only 7-100-2-3510-551-000-035      26,990.00				
PLEASE SIGN BELOW AND RETURN WITH INVOICE				

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I certify, under penalty of perjury that this voucher and the items included therein for payment are correct and just in all respects.  
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Business Manager: Deann Scott Newman