

**RESOLUTION NO. 2020-2021-008**

**A RESOLUTION OF REYNOLDS SCHOOL DISTRICT NO. 7, MULTNOMAH COUNTY, OREGON AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF A FULL FAITH AND CREDIT AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; AND RELATED MATTERS.**

**WHEREAS**, Reynolds School District No. 7, located in Multnomah County, Oregon (the “District”) previously issued its Full Faith and Credit Refunding Obligations, Series 2010, dated June 3, 2010 (the “Refundable Obligations”); and

**WHEREAS**, Oregon Revised Statutes (“ORS”) Section 271.390, ORS 287A.360 and other applicable provisions of ORS Chapter 287A authorize the District to refund all or a portion of the Refundable Obligations and pay costs of issuance; and

**WHEREAS**, the District has determined it is in their best interest to refund all or any portion of the Refundable Obligations and the Authorized Representative shall select all or any portion of the Refundable Obligations to be refunded in accordance with Section 4 hereof; and

**WHEREAS**, the District is also authorized by ORS 271.390 to finance real or personal property that is needed by the District; and

**WHEREAS**, the District has determined to finance the purchase of buses and related equipment (the “New Project”) and to pay costs of issuance pursuant to ORS 271.390; and

**WHEREAS**, the District anticipates incurring expenditures (the “Expenditures”) to finance the costs of the New Project and wishes to declare its official intent to reimburse itself for any Expenditures the District may make from its own funds on the New Project from the proceeds of the Agreement (as defined below), the interest on which may be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”);

**NOW, THEREFORE**, the Board of Directors of Reynolds School District No. 7, Multnomah County, Oregon, resolves as follows:

**SECTION 1. AUTHORIZATION OF AGREEMENT.**

The District authorizes the:

- a. Issuance and Sale of Agreement. The District authorizes the issuance and negotiated sale of a Full Faith and Credit Agreement (the “Agreement”) of the District which shall be issued in an aggregate principal amount sufficient to refund all or a portion of the Refundable Obligations and in an amount not to exceed \$1,200,000 to finance the New Project and to pay the costs related to the authorization, sale, issuance and delivery of the Agreement.

The estimated weighted average life of the Agreement does not exceed the estimated dollar weighted average life of the projects being refinanced and the

New Project financed with the Financing Agreement, as required by ORS 271.390. The New Project is needed and the projects being refinanced were needed and are needed.

- b. Escrow Agreement. The District also authorizes the execution and delivery of an escrow agreement between the District and the escrow agent (the “Escrow Agreement”), in a form satisfactory to the Authorized Representative, pursuant to which an escrow agent may execute certificated obligations representing the principal amount payable under the Agreement, and evidencing the right of the escrow agent to receive the District’s finance payments under the Agreement.

## **SECTION 2. FINANCING PAYMENTS.**

The financing payments are payable from and secured by all legally available funds of the District. Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to make payments due under the Financing Agreement. This pledge of the District’s full faith and credit and taxing power shall not entitle the owners or purchasers of the Financing Agreement to any lien on specific properties or revenues of the District.

## **SECTION 3. DESIGNATION OF AUTHORIZED REPRESENTATIVE.**

The District hereby authorizes the Chair, Superintendent and Director of Financial Services (each an “Authorized Representative”) to act on behalf of the District and determine the remaining terms of the Agreement as delegated in Section 4 below.

## **SECTION 4. DELEGATION OF FINAL TERMS AND SALE OF OBLIGATIONS AND ADDITIONAL DOCUMENTS.**

The Authorized Representative is authorized, on behalf of the District, to:

- a. determine if the Agreement shall be placed with a bank or other financial institution or sold to the public markets;
- b. negotiate and execute a purchase agreement with the underwriter or purchaser;
- c. approve of and authorize the distribution of any preliminary and final Official Statements;
- d. determine if the Agreement shall be issued as tax-exempt or taxable;
- e. appoint a certified public accounting firm to act as verification agent to produce a report demonstrating the ability of the escrow account to meet all future debt service and related costs relative to the Refundable Obligations;
- f. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory redemption provisions, interest rates,

denominations, and all other terms under which the Agreement shall be issued, sold, executed, and delivered;

- g. select the maturities of the Refundable Obligations to be refunded and cause notice of call and redemption to be given as required by law;
- h. appoint an escrow deposit agent and enter into an escrow deposit agreement;
- i. appoint an escrow agent, registrar and paying agent and execute and negotiate an escrow agreement for the certification and offering of obligations, if required;
- j. subscribe for and obtain eligible securities to be deposited in an escrow fund for the Refundable Obligations, if necessary; to the extent that any such action has been taken prior to the date of this Resolution, such action is hereby ratified;
- k. negotiate the terms and approve of the Agreement and any escrow agreement as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Agreement and any escrow agreement;
- l. determine whether the issuance shall be Book-Entry and take such actions as are necessary to qualify the issuance for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations as necessary;
- m. seek to obtain a rating, if determined by the Authorized Representative to be in the best interest of the District;
- n. apply for municipal bond insurance, if determined to be in the best interests of the District, and expend proceeds to pay any insurance premiums and to execute and deliver any required insurance agreement;
- o. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12), if necessary;
- p. designate the Agreement as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, if applicable;
- q. make any clarifying changes or additional covenants not inconsistent with this Resolution; and
- r. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Obligations in accordance with this Resolution.

## **SECTION 5. REIMBURSEMENT.**

The District hereby declares its official intent to reimburse itself for any Expenditures the District may make from its own funds on the New Project from the proceeds of the Agreement.

This Resolution is adopted as an official action of the District in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the District incurred prior to the date of issue of the Agreement.

**SECTION 6. APPOINTMENT OF UNDERWRITER AND SPECIAL COUNSEL.**

The District affirms the appointment of Piper Sandler & Co. as the Underwriter, and Hawkins Delafield & Wood LLP, as Special Counsel to the District for the issuance of the Agreement.


**SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT.**

In consideration of the purchase and acceptance of any or all of the Agreement by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Agreement, including without limitation the District's covenants and pledges contained in Section 2 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction over any other thereof, except as expressly provided in or pursuant to this Resolution.

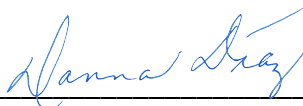
ADOPTED by the Board of Directors of the Reynolds School District No. 7, located in Multnomah County, Oregon this 23<sup>rd</sup> day of September, 2020.

**REYNOLDS SCHOOL DISTRICT NO. 7  
MULTNOMAH COUNTY, OREGON**

By:

  
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Valerie Tewksbury, Board Chair

**ATTEST:**

By:   
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Dr. Danna Diaz, Superintendent