BEFORE THE SISKIYOU COUNTY BOARD OF SUPERVISORS
SISKIYOU COUNTY, CALIFORNIA

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2021-2022 TAX AND REVENUE ANTICIPATION NOTE ON BEHALF OF THE WEED UNION ELEMENTARY SCHOOL DISTRICT**

**WHEREAS**, pursuant to the provisions of Article 7.6 (commencing with Section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”), on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to use and expend moneys, including but not limited to, current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the school district; and

**WHEREAS**, the Act requires that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of such school district requesting the borrowing;

**WHEREAS**, The Siskiyou County Superintendent of Schools has jurisdiction over the Weed Union Elementary School District (the “District”), and the Siskiyou County Board of Supervisors (the “Board of Supervisors”) has received a resolution of the District’s Board of Trustees (the “District Resolution”), requesting the borrowing of $1,200,000 in maximum aggregate principal amount at an interest rate allowed by law, through the issuance by the Board of Supervisors in the name and on behalf of the District of a 2021-2022 Tax and Revenue Anticipation Note (the “Note”); and

**WHEREAS**, pursuant to Section 53856 of the Act, the District may pledge to the repayment of the Note any taxes, income, revenue (including but not limited to, revenue from State and federal sources including grant funds), cash receipts or other moneys, including moneys deposited in inactive or term deposits (but excepting restricted moneys and moneys encumbered for a special purpose), and the District Resolution specifies that certain of such revenues which will be received by the District for the General Fund thereof shall be pledged for the payment of the Note; and

**WHEREAS**, the District, pursuant to the District Resolution, has found and determined that $1,200,000 in maximum principal amount of the Note shall be issued in fiscal year 2021-22, and that such principal amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from State and federal sources), cash receipts, and other moneys of the District which will be available for the payment of the Note and interest thereon, as required by the Act; and

**WHEREAS**, the Board of Supervisors desires to make certain determinations, to authorize the issuance and sale of the Note pursuant to the terms of this County Resolution and the District Resolution,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Siskiyou, California, as follows.

# **SECTION 1. Recitals.** All of the above recitals are true and correct and the Board of Supervisors so finds.

# **SECTION 2. Definitions, Interpretation.** The terms “herein,” “hereunder,” “hereby,” “hereto,” and any similar terms, refer to this Resolution as a whole, and the term “hereafter” means after the date of adoption of the Resolution. Headings of Sections herein are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof. All references herein to “Sections” and other subdivisions are to the corresponding Sections or subdivisions of this Resolution, unless otherwise noted. As used or referred to in this Resolution, unless a different meaning clearly appears from the context, the capitalized terms used in this Resolution have the meanings given them as follows:

**“Act”** means Article 7.6 (commencing with Section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code.

**“Board of Supervisors”** means the Board of Supervisors of the County.

**“Costs”** or **“Costs of the Project”** means any costs incurred by the District in connection with the Project.

**“County”** means the County of Siskiyou, California, a political subdivision of the State of California.

**“District Resolution”** means the resolution of the District adopted on November 18, 2021, directing the issuance of the Note by the County.

**“Federal Security”** means any direct obligation of or obligation guaranteed by the United States of America.

**“Maturity Date”** means June 30, 2022.

**“Note”** means the note authorized by and delivered pursuant to this Resolution and the District Resolution.

**“Outstanding”** when used with reference to the Note and as of any particular date, describes the Note issued and delivered except (a) if such Note is cancelled at or prior to said date, (b) if the payment of moneys, equal to the principal amount of the Note, with interest to the date of maturity, shall be in trust under this Resolution and set aside for payment of the Note, and (c) any Note in lieu of or in substitution for which another Note shall have been issued and delivered pursuant to the provisions of this Resolution.

**“Project”** means the project of the District to be financed with the Note, as allowed by the Act, including but not limited to, current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District.

**“Purchaser”** the purchaser and registered owner of the Note, to be selected by the District.

**“Repayment Fund”** means that account established pursuant to Section 9 hereof.

**“Resolution”** means this Resolution, as amended from time to time.

**“State”** means the State of California.

**“Supplemental Resolution”** means any Resolution of the District Board or the Board of Supervisors amending or supplementing the District Resolution or this Resolution, adopted and becoming effective in accordance with the terms of Section 10 hereof.

**“Unrestricted Revenues”** means taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys including moneys deposited in inactive or term deposits (but excepting certain restricted moneys and moneys encumbered for a special purpose) as provided in Section 53856 of the Act, and which are generally available for the payment of current expenses and other obligations of the District.

# **SECTION 3. Successors and Assigns.** Whenever in this Resolution the County is named or referred to, it shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations, and agreements by or on behalf of, and other provisions for the benefit of, the County contained in this Resolution shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the County, or its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of this Resolution.

# **SECTION 4. Parties Interested Herein.** Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the District and the Purchaser, any right, remedy or claim under or by reason of this Resolution. All the covenants, stipulations, promises and agreements contained in this Resolution by and on behalf of the County shall be for the sole and exclusive benefit of the District and the Purchaser.

# **SECTION 5. Severability of Invalid Provisions.** If any one or more of the covenants or agreements provided in this Resolution on the part of the County to be performed should be contrary to law, then such covenant or covenants, agreement or agreements, shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Resolution or of the Note.

# **SECTION 6. Applicable Law.** This Resolution shall be governed by and construed in accordance with the applicable laws of the State of California.

# **SECTION 7. Authorization and Terms of Note.**

## (a) *Authorization of Note.* The Board of Supervisors hereby acknowledges receipt of the District Resolution. The Board of Supervisors hereby authorizes, in the name of and on behalf of the Weed Union Elementary School District (the “District”), the issuance of the Note and the sale of the Note to a purchaser to be selected by the District (the “Purchaser”) for the purpose of raising funds to pay Costs of the Project pursuant to the Act. The Note shall be designated “Weed Union Elementary School District 2021-2022 Tax and Revenue Anticipation Note.”

## (b) *Terms, Form of the Note.* The Note shall be issuable as a single fully registered note without coupons in the principal amount not-to-exceed $1,200,000, substantially in the form attached hereto as Exhibit A. The Note shall be payable in legal tender of the United States of America. The Note shall be dated its date of issuance and shall mature on June 30, 2022. The Note shall not be subject to optional redemption prior to maturity The Note shall bear interest at a rate not exceeding 4% per annum, which shall accrue from its issue date and shall be payable on the maturity date thereof (on a 30-day month/360-day year basis). The principal of and interest on the Note shall be payable to the registered owner when due and payable by check or draft mailed or wire as directed by the registered owner. No presentation or surrender of the Note shall be required in connection with any partial redemption of the Note and in connection therewith the District shall maintain a record of the remaining Outstanding principal amount of the Note. The Purchaser shall surrender the Note upon the full payment of principal of and interest thereon.

## (c) *Sources of Payment and Security for the Note.* The Note shall be a general obligation of the District. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys including moneys deposited in inactive or term deposits (but excepting certain restricted moneys and moneys encumbered for a special purpose) as provided in Section 53856 of the Act, and which are generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”). The Note shall be payable only from Unrestricted Revenues which are received in or accrued to fiscal year 2021-2022, and are further determined to be lawfully available to pay the principal of and interest on the Note. To the extent the Note is not paid from the Unrestricted Revenues pledged to the repayment thereof described herein, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Note, the District hereby pledges such Unrestricted Revenues as may be identified in the Purchase Agreement (such pledged amount being hereinafter called the “Pledged Revenues”). The Pledged Revenues shall be deposited by the District into the Repayment Fund on the date or dates specified in the Purchase Agreement. The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

## In the event that there are insufficient Unrestricted Revenues received by the District to permit the deposit into the Repayment Fund, of the full amount of the Pledged revenues to be deposited from such Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for repayment of the Note and the interest thereon.

The Note shall not be a debt of the County.

## (d) *Sale of Note; Approval of Note Purchase Agreement*. The sale of the Note shall occur at a private negotiated sale consistent with the District Resolution. The form of Note Purchase Agreement (the “Purchase Agreement”) for the Note, by and among the District, the County, and the Purchaser, substantially in the form on file with the Board of Supervisors, is hereby approved together with such changes as may be deemed necessary by the Treasurer-Tax Collector of the County. The Treasurer-Tax Collector, or his designee, is hereby authorized to execute and deliver the Purchase Agreement, with such changes therein, deletions therefrom, and modification thereto as the Treasurer-Tax Collector shall approve, such approval to be conclusively evidenced by his execution and delivery thereof.

## (e) *Deposit of Note Proceeds.* The proceeds of the Note shall be deposited in the General Fund of the District.

## (f) *Execution of Note.* The Note shall be executed in the name of the District by the manual or facsimile signature of the Chair of the Board of Supervisors and the County Treasurer-Tax Collector and countersigned by the Clerk of the Board of Supervisors. In case any officer who shall have signed the Note shall leave office before the Note so executed shall have been delivered, such Note may nevertheless be delivered.

# **SECTION 8. Establishment and Investment of Funds.**

## (a) *Establishment of Repayment Fund.* There is hereby established a special fund designated as the “Weed Union Elementary School District 2021-2022 Note Repayment Fund” (the “Repayment Fund”) to be held by the County and applied as directed in this Resolution. The County Treasurer shall direct the moneys in the Repayment Fund to be invested as provided in subdivision (b) below. Any moneys accounted for in the Repayment Fund shall be for the benefit of the Purchaser until the Note and all interest thereon are paid or until provision has been made for the payment of the Notes, and the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

## (b) *Disbursement and Investments.* Commencing May 1, 2022, all necessary Pledged Revenues shall, when received, shall be accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues accounted for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Note, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District. On the maturity date of the Note, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys accounted for in the Repayment Fund shall be invested by the County in any one or more investments generally permitted for investment by school district under the law of the State, consistent with the investment policy of the County, the District Resolution, and this Resolution. No such investments, however, shall have a maturity date later than the maturity date of the Note.

## (c) *Moneys In Accounts Following Note Payment.* Any moneys remaining in any of the accounts established by this Resolution after the payment of the Note in full shall be applied as directed by the District.

# **SECTION 9. Supplemental Resolutions.**

## (a) *Supplemental Resolutions.* A Supplemental Resolution for any one or more of the following purposes shall be fully effective in accordance with its terms upon its adoption and the filing with the County of an opinion of an attorney of or a firm of attorneys specializing in the law of public finance to effect that such Supplemental Resolution has been duly and lawfully adopted, is authorized or permitted by the provisions of this Resolution and, when effective, will be binding upon the County and the Purchaser:

#### (i) To specify, determine or authorize any matters and things concerning the Note or the proceeds thereof which are not contrary to or inconsistent with the Resolution;

#### (ii) To cure any ambiguity, omission or defect;

#### (iii) To impose other limitations or restrictions upon the County; or

#### (iv) To confirm, as further assurance, any pledge of or lien upon other moneys, securities or funds.

# **SECTION 10. Miscellaneous.**

## (a) *No Personal Liability.* No recourse under or upon any obligation, covenant, or agreement contained in the Resolution or in the Note, or under any judgment obtained against the County, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution or statute or otherwise, or under any circumstances under or independent of the Resolution, shall be had against any board member, director, trustee, officer or employee as such, past, present or future of the County, either directly or through the County or otherwise, for the payment for or to the County or any receiver thereof, or for or to the Purchaser or otherwise, of any sum that may be due and unpaid by the County upon any such Note. Any and all personal liability of every nature whether at common law or in equity or by statue or by constitution or otherwise of any such Board member, director, trustee officer or employee, as such, to respond, by reason of any act or omission on his part or otherwise, for the payment for or to the Note issued hereunder or to otherwise of any sum that may remain due and unpaid upon the Note hereby secured or any of them is, by the acceptance thereof, expressly waived and released as a condition of and in consideration for the execution of this Resolution and the issuance of the Note.

## (b) *Approval and Authorization.* The Board of Supervisors hereby authorizes the Treasurer-Tax Collector and such other officers of the County selected by the Treasurer-Tax Collector to take such actions and to execute and deliver the Note and all other documents, necessary to issue the Note and carry out the purposes of this Resolution.

## (c) *Effective Date.* This Resolution shall take effect from and after its passage and approval.

**DULY PASSED AND ADOPTED** this [December 7, 2021], by the Board of Supervisors of the County of Siskiyou by the following vote:

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

 NOES: \_\_\_\_\_\_\_\_

 ABSENT: \_\_\_\_\_\_\_\_

 ABSTAIN: \_\_\_\_\_\_\_\_

 Chair of the Board of Supervisors

 County of Siskiyou, State of California

ATTEST:

Clerk of the Board of Supervisors

**EXHIBIT A**

**FORM OF NOTE**

 Weed Union Elementary School District

Siskiyou County, California
2021-2022 TAX AND REVENUE ANTICIPATION NOTE

|  |  |  |
| --- | --- | --- |
| Maturity Date: June 30, 2022Registered Owner: \_\_\_\_\_\_\_\_\_\_Principal Sum: $\_\_\_\_\_\_\_\_\_ |  | Interest Rate: \_\_\_\_\_\_% Delivery Date: \_\_\_\_\_\_\_\_\_, 2021 |

The Weed Union Elementary School District (the “District”), the County of Siskiyou, California (the “County”), for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, upon presentation and surrender, the Principal Sum stated above on the Maturity Date stated above, and to pay interest on such principal sum from the date hereof at the Interest Rate per annum stated above (computed on a basis of 360-day year of twelve 30-day months). The principal of and interest on this Note will be payable solely from the sources provided therefor under the District Resolution (hereinafter referred to) at the office of the County upon the Maturity Date hereof. Both principal of and interest on this Note are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This note is the Note issued in the aggregate principal amount of $\_\_\_\_\_\_\_\_\_\_ and which is authorized and issued under and pursuant to the authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part1, Division 2, Title 5 of the Government Code of the State of California (the “Act”) and under and in accordance with a Resolution adopted by the Board of the Supervisors of the County on [DATE] (the “Resolution”) and a resolution adopted by the Board of Trustees of the District on [DATE] (the “District Resolution”) for the purpose of financing the Costs of the Project (as defined in the District Resolution).

The Note is a general obligation of the District and is payable from the Unrestricted Revenues (as defined in the District Resolution) and the income derived from the investment of moneys held in the accounts established in the District Resolution. As security for the payment of principal of and interest on the Note the District has pledged the Pledged Revenues (as defined in the District Resolution). The principal of the Notes and the interest thereon shall constitute a first lien and charge on such Pledged Revenues, and shall be payable therefrom, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

Reference to the Resolution and any and all modifications and amendments thereof and to the Act is made for description of the nature and extent of the security for the Note, the funds or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Purchaser with respect thereto and the terms and conditions upon which the Note is issued.

To the extent and in the respects permitted by the Resolution the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended.

If and when the District shall pay or cause to be paid to the Purchaser, the principal and interest due and to become due thereon, at the times in the manner stipulated herein and in the Resolution, then the pledge of the Unrestricted Revenues and other moneys, securities and funds pledged under the District Resolution and the covenants, agreements and other obligations of the District to the Purchaser shall be discharged and satisfied.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of California or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Note exist, have happened and have been performed.

IN WITNESS WHEREOF, Board of Supervisors of the County of Siskiyou has caused this Note to be executed by the manual or facsimile signatures of its Chair and Treasurer-Tax Collector and countersigned by its Clerk.

|  |  |
| --- | --- |
| COUNTERSIGNED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Clerk of the Board of Supervisors | SISKIYOU COUNTYBy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_      Chair, Board of SupervisorsBy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Treasurer-Tax Collector |

**ASSIGNMENT**

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the within Note and does hereby constitute and appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ attorney to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

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

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

(Registered Owner)

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

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

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.