

WILLIAM SHORE MEMORIAL POOL DISTRICT

CLALLAM COUNTY, WASHINGTON

RESOLUTION NO. 7-2019

A RESOLUTION of the Board of Metropolitan Park Commissioners of William Shore Memorial Pool District, Clallam County, Washington, relating to contracting indebtedness; providing for the issuance and fixing the terms and covenants of a park revenue bond of the District to pay a portion of the costs of the District's pool expansion project and to pay costs of issuance of the bond; approving the sale and providing for the delivery of the bond to Kitsap Bank; and providing for related matters.

ADOPTED December 17, 2019

Prepared by:

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BE IT RESOLVED BY THE BOARD OF METROPOLITAN PARK COMMISSIONERS OF WILLIAM SHORE MEMORIAL POOL DISTRICT, CLALLAM COUNTY, WASHINGTON, as follows:

Section 1. Definitions. As used in this resolution, the following words have the following meanings:

*“Annual Debt Service”* means, as of any date of calculation, for any Parity Bonds for any year, all amounts scheduled to be paid in that year in respect of principal of (whether upon maturity or mandatory sinking fund redemption) and interest on those Parity Bonds, less any interest payable from the proceeds of those Parity Bonds in that year. In calculating Annual Debt Service for any future year, the interest rate on each Parity Bond that bears interest at a rate that is not fixed during that period shall be assumed to equal 90% of the average Bond Buyer Revenue Bond Index (or comparable index, or, if no comparable index can be obtained, 80% of the interest rate for actively traded 30-year United States Treasury obligations) during the year preceding the date on which the calculation is made.

*“Average Annual Debt Service”* means, as of any date of calculation, the sum of the Annual Debt Service on Parity Bonds for the current year and each following year during which any of those Parity Bonds are scheduled to remain outstanding, divided by the number of those years.

*“Board”* means the Board of Metropolitan Park Commissioners of the District.

*“Bond”* means the Park Revenue Bond, 2019, of the District issued pursuant to and for the purposes provided in this resolution.

*“Bond Counsel”* means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the District with a nationally recognized standing as bond counsel in the field of municipal finance.

“*Government Obligations*” means direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“*Gross Revenue*” means all earnings, revenues, other charges or fees and money received from any source whatsoever by the District from the operation of the Facilities or their funds, including investments. Gross Revenue does not include: (1) grants in aid of construction; (2) District-levied taxes; (3) income and revenue that may not legally be pledged for revenue bond debt service; (4) proceeds from the sale of District property; (5) principal proceeds of bonds or other obligations, including without limitation Parity Bonds; (6) proceeds of liability, casualty and other insurance payments (other than business interruption insurance); (7) earnings on any of the foregoing; or (8) earnings or proceeds from any investments in a trust account created to defease or refund District obligations (until commingled with other earnings and revenues of the District) or held in a special account for the purpose of paying a rebate to the United States Government under the Code.

“*Maturity Date*” means December 1, 2044.

“*Maximum Annual Debt Service*” means, as of any date of calculation, the maximum amount of Annual Debt Service on Parity Bonds in any year during which Parity Bonds are scheduled to remain outstanding.

“*Net Revenue*” means, for any calendar year, Gross Revenue in that calendar year, plus withdrawals from the Rate Stabilization Account in accordance with Section 12, less deposits into the Rate Stabilization Account in accordance with Section 12, less Operating and Maintenance Expenses.

“*Operating and Maintenance Expenses*” means all reasonable expenses incurred by the District in causing the Facilities to be operated and maintained in good repair, working order and condition, including without limitation: (1) reasonable reserves; (2) deposits, premiums, assessments or other payments for insurance; (3) payments into pension, health and welfare funds; (4) taxes imposed by governmental entities other than the District and payments in lieu thereof; and (5) any other expenses properly treated as operation and maintenance expenses of the Facilities under applicable generally accepted accounting principles. Operating and Maintenance Expenses do not include: (1) depreciation or amortization; (2) expenditures for costs of capital additions or capital replacements to the Facilities; (3) interest on indebtedness; (4) payments of judgments, payments in settlement of litigation and other extraordinary, nonrecurring expenses of the Facilities; (5) payments from investments and earnings thereon held in a special account for the purpose of paying a rebate to the United States Government under the Code; or (6) unrealized gains or losses with respect to any real or personal property, investment, agreement, pension obligation or other post-employment benefit that the District may be required to recognize under generally accepted accounting principles.

“*Parity Bonds*” means the Bond and any Future Parity Bonds.

“*Principal and Interest Account*” means the account of that name in the Bond Fund.

“*System of Registration*” means the system of registration for the District’s bonds and other obligations set forth in Resolution No. 7-2018.

“*Treasurer*” means the Treasurer of the District or any other officer who succeeds to substantially all of the responsibilities of that office specified in this resolution.

Section 2. Findings and Determinations. The Board takes note of the following facts and makes the following findings and determinations.

(a) The District is in need of carrying out the Project, the estimated cost of which is \$20,000,000, and the District does not have available sufficient funds to pay the cost.

(b) Pursuant to applicable law, including chapters 35.61, 39.44 and 39.46 RCW, the District is authorized to issue park revenue bonds to carry out the Project and to pay the costs of issuance and sale of the Bond.

(c) The Purchaser has offered to purchase the Bond under the terms and conditions set forth herein and the Bond Purchase Agreement. The life of the Project to be acquired or constructed with proceeds of the Bond exceeds the term of the Bond.

(d) The Gross Revenue and benefits to be derived from the operation and maintenance of the Facilities at the rates to be charged for services provided by the District will be more than sufficient to meet Operating and Maintenance Expenses not paid from other sources, as permitted by law, and to permit the setting aside into the Bond Fund out of Gross Revenue amounts sufficient to pay the principal of and interest on the Bond when due. In fixing the amounts to be paid into the Bond Fund, the Board has exercised due regard for Operating and Maintenance Expenses, and has not obligated the District to set aside and pay into the Bond Fund a greater amount or proportion of Gross Revenue than in the judgment of the Board will be available over and above the Operating and Maintenance Expenses and the amount of Gross Revenue previously pledged.

(e) Based on the foregoing, it is in the best interest of the District to issue and sell the Bond to the Purchaser.

Section 3. Purpose and Authorization of Bond. The District specifies, adopts and orders the Project. The District is authorized to borrow money and issue the Bond to provide funds necessary to carry out the Project, to provide for the Reserve Requirement and to pay the costs of issuance and sale of the Bond.

Section 4. Description of Bond.

(a) The Bond shall be issued as a single bond designated the “William Shore Memorial Pool District, Clallam County, Washington, Park Revenue Bond, 2019”; shall be issued in the principal amount set forth in the debt service schedule attached to this resolution as Exhibit A; shall be dated the Date of Delivery; shall be issued in fully registered form; shall be numbered R-1; and shall mature on the Maturity Date.

(b) The Bond shall not be valid or obligatory for any purpose, or entitled to the benefits of this resolution, unless the Bond bears a certificate of authentication manually signed by the Registrar stating: "Certificate of Authentication. This Bond is the fully registered William Shore Memorial Pool District, Clallam County, Washington, Park Revenue Bond, 2019, described in the Bond Resolution." A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

(c) If any officer whose manual or facsimile signature appears on the Bond ceases to be an officer of the District authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated or delivered by the Bond Registrar or issued by the District, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the District as though that person had continued to be an officer of the District authorized to sign bonds. The Bond also may be signed on behalf of the District by any person who, on the actual date of signing of the Bond, is an officer of the District authorized to sign bonds, although he or she did not hold the required office on the Date of Delivery of the Bond

Section 7. Payment of Bond. The installments of principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by check, draft or electronic transfer of the Registrar sent to the Registered Owner so that the Registered Owner receives said payments when due at the address appearing on the Bond Register. Upon receipt of the final installment payment of principal of and interest on the Bond, whether on the Maturity Date or upon prepayment in full, the Registered Owner shall present and surrender the Bond to the Registrar to be destroyed or cancelled in accordance with law. The District and the Registrar may deem and treat the Registered Owner of the Bond as the absolute owner of the Bond for the purpose of receiving payment of principal and interest and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer. The Bond is not subject to acceleration under any circumstances.

Section 8. Prepayment of Bond. The District reserves the right and option to prepay and redeem at any time prior to the Maturity Date any or all of the principal amount of the Bond outstanding at par plus accrued interest to the date of prepayment and, if the prepayment occurs before December 1, 2029 and interest rates have declined, a yield maintenance fee as calculated pursuant to the Bond Purchase Agreement. The District shall provide the Registered Owner and the Registrar with written notice of any intended prepayment at least 15 days prior to such prepayment date. Interest on the principal amount of the Bond called for prepayment shall cease to accrue on the prepayment date. Any partial prepayment shall be applied first to accrued and unpaid interest and then to pay principal of the Bond pro rata among the remaining annual instalments to the Maturity Date. The recalculated debt service schedule shall be provided by the Registered Owner to the District and the Registrar within 10 business days following any prepayment and shall be effective as of the date of partial prepayment.

principal of or interest on any Parity Bond secured by the Reserve Account, the deficiency shall be made up from the Reserve Account first, by the withdrawal of money therefrom and second, by pro rata draws on each Reserve Insurance. Any deficiency in the Reserve Account resulting from a withdrawal or draw shall be made up within 12 months in approximately equal monthly installments in accordance with Section 14, first, to reinstate each Reserve Insurance, pro rata, and second, to make up any remaining deficiency. The money in the Reserve Account may be used to pay principal of and interest on the last outstanding Parity Bonds secured by the Reserve Account. Any money in the Reserve Account in excess of the Reserve Requirement may be withdrawn and deposited in the Revenue Fund of the District to be applied in accordance with Section 14. Any resolution authorizing the issuance of the Future Parity Bonds may provide that the Reserve Account does not secure the payment of such Future Parity Bonds, establish one or more separate debt service reserve accounts in the Bond Fund for such Future Parity Bonds, specify a separate reserve requirement for such Future Parity Bonds, which may be zero, and provide any terms and conditions for such debt service reserve account.

(d) Money in the Bond Fund may be held uninvested or invested in legal investments. Earnings from investments in the Principal and Interest Account shall be retained therein. Earnings from investments in the Reserve Account shall be retained therein until the amount therein is equal to the Reserve Requirement and thereafter may be credited to the Principal and Interest Account or withdrawn and deposited in the Revenue Fund to be applied in accordance with Section 14.

(e) The Reserve Account shall be valued at least once each year, and may be valued more frequently, including upon the issuance, redemption or defeasance of Parity Bonds. In valuing the Reserve Account, Reserve Insurance shall be valued at the amount available to be drawn thereon, and all other investments shall be valued at market. Any excess in the Reserve Account resulting from a valuation may be withdrawn from the Reserve Account and credited to the Principal and Interest Account or used in accordance with Section 14. Any deficiency in the Reserve Account resulting from a valuation shall be made up within six months in approximately equal monthly installments in accordance with Section 14.

(f) The District may provide for the purchase, redemption or defeasance of Parity Bonds by the use of money on deposit in any account in the Bond Fund so long as there is no deficiency in any account in the Bond Fund for Parity Bonds that remain outstanding.

(g) Notwithstanding any other provision of this Section, any investment earnings that are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit in a separate fund or account and used for that purpose.

Section 12. Rate Stabilization Account. The District is authorized to create the Rate Stabilization Account in the Revenue Fund of the District. The District may at any time, consistent with Section 14, deposit in the Rate Stabilization Account Gross Revenue and any other money received by the District from operations of the Facilities available to be used therefor, excluding principal proceeds of bonds or other obligations. The District may at any time withdraw money from the Rate Stabilization Account for use in accordance with Section 14. Deposits into the Rate Stabilization Account shall reduce Net Revenue for the year in which the deposit is made or, at the option of the District, for the preceding year if the deposit is made

Section 15. Covenants. The District covenants and agrees with each Registered Owner as follows:

(a) *Establishment and Collection of Rates and Charges.* The District will establish, maintain and collect rates and charges for services in connection with the Facilities that will be fair and equitable, and will adjust those rates and charges from time to time so that:

(1) The Gross Revenue will be sufficient to pay when due: (A) all Operating and Maintenance Expenses not paid from other sources, as permitted by law, (B) all amounts that the District is obligated to pay into the Bond Fund, including the payment of any amounts owing to a provider of Bond Insurance or Reserve Insurance and (C) all taxes, assessments, or other governmental charges lawfully imposed on the Facilities or payments in lieu thereof and any and all other amounts that the District may now or hereafter become obligated to pay from Gross Revenue by law or contract; and

(2) The Net Revenue in each year will be not less than the Coverage Requirement.

A failure to comply with the requirements of this subsection (a) is not be an Event of Default if the District promptly retains an Professional Consultant to recommend to the Board adjustments in the rates and charges of the Facilities necessary to satisfy the requirements of this subsection and the Board adopts such recommendations within six months after the date the failure became known to the Board.

(b) *Maintenance and Operation.* The District will at all times maintain and keep the Facilities in good repair, working order and condition, and will at all times operate the Facilities and the business in connection therewith in an efficient manner and at a reasonable cost.

(c) *Sale or Disposition of the Facilities.*

(1) The District will not sell or otherwise dispose of or permit the disposal of the Facilities in their entirety (whether by operation of law or otherwise) unless, simultaneously with such sale or other disposition, all Parity Bonds are redeemed or defeased pursuant to the provisions of this resolution.

(2) The District may, without making any deposit into the Bond Fund, sell or otherwise dispose of any of the property, facilities or equipment of the Facilities that has become unserviceable, inadequate, obsolete or unfit to be used in the operation of the Facilities, or no longer necessary, material to or useful to the operation of the Facilities.

(3) The District may, without making any deposit into the Bond Fund, sell or otherwise dispose of any of the property, facilities or equipment of the Facilities in an aggregate amount not to exceed, in the year in which part of the Facilities are sold or disposed of, five percent of the fair market value of all of the Facilities immediately prior to such sale or disposition. (By way of illustration and without limiting the foregoing, if in year 10 the fair market value of the Facilities is 10,000, the District may sell part of the Facilities in year 10 with a fair market value not to exceed 500 without making any deposit into the Bond Fund, and if in year 11 the fair market value of Facilities is 9,500,

reserves adequate, in the reasonable judgment of the District, to protect the Facilities and the owners of Parity Bonds against loss.

Section 16. Future Parity Bonds. The District may issue Future Parity Bonds if the following conditions are satisfied at the time of issuance:

(a) There is no deficiency in the Bond Fund and no Event of Default has occurred and is continuing.

(b) The resolution authorizing the issuance of the Future Parity Bonds provides for the payment of the principal thereof and interest thereon out of the Bond Fund.

(c) The resolution authorizing the issuance of the Future Parity Bonds provides for the satisfaction of the Reserve Requirement, if any, for the Future Parity Bonds.

(d) There has been delivered either:

(1) a certificate of the Executive Director or the Treasurer demonstrating that during any twelve consecutive months out of the preceding 24 months Net Revenue was not less than 1.1 times Maximum Annual Debt Service for all Parity Bonds to be outstanding upon issuance of the Future Parity Bonds; or

(2) a certificate of an Professional Consultant demonstrating that in his or her professional opinion the adjusted Net Revenue for any twelve consecutive months out of the preceding 24 months was not less than 1.1 times Maximum Annual Debt Service for all Parity Bonds to be outstanding upon issuance of the Parity Bonds. The Professional Consultant's certificate, in estimating adjusted Net Revenue, may adjust Net Revenue to reflect:

(A) The additional Net Revenue that would have been received if any change in rates and charges adopted prior to the date of the certificate and subsequent to the beginning of the twelve-month period had been in force during the entire twelve-month period;

(B) The additional Net Revenue that would have been received if any facility of the District that became fully operational after the beginning of the twelve-month period had been fully operational during the entire twelve-month period and if such facility is combined with the Facilities;

(C) The additional Net Revenue that would have been received as a result of any additions, betterments, improvements, extensions and repairs and replacements of the Facilities that are (i) under construction on the date of the certificate or (ii) will be constructed from the proceeds of the Future Parity Bonds; and

(D) The additional Net Revenue to be received by the District as a result of executed leases or contracts, which revenue has not been included in (A), (B) or (C) above.



Section 18. Refunding or Defeasance of Bond. The District may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on the Bond (the “defeased portion”); (b) redeeming the defeased portion prior to its maturity; and (c) paying the costs of the refunding or defeasance. If the District sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased portion in accordance with its terms, then all right and interest of the Registered Owner with regard to the defeased portion in the covenants of this resolution and in the funds and accounts obligated to the payment of the defeased portion shall cease and become void. Thereafter, the Registered Owner with regard to the defeased portion shall have the right to receive payment of the principal of and interest on the defeased portion solely from the trust account and the defeased portion shall be deemed no longer outstanding. In that event, the District may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased portion to any lawful purpose.

Section 19. Approval of Bond Purchase Agreement. The Purchaser has presented the Bond Purchase Agreement offering to purchase the Bond under the terms and conditions provided in the Bond Purchase Agreement, which written Bond Purchase Agreement is on file with the Executive Director and is incorporated by this reference. The Board finds that accepting the terms of the Bond Purchase Agreement is in the District’s best interest and therefore accepts the offer contained therein and authorizes its execution by the Executive Director.

Section 20. Annual Financial Statements. For so long as the Purchaser is the Registered Owner, the District will provide its annual financial statements to the Purchaser.

Section 21. Amendatory and Supplemental Resolutions. This resolution shall not be modified or amended in any respect subsequent to the issuance of the Bond, except as provided in this Section. For purposes of this provision, the adoption of a resolution authorizing the issuance of Future Parity Bonds and making no other modifications or amendments to the provisions of this resolution is not an amendatory or supplemental resolution.

(a) *Certain Amendatory or Supplemental Resolutions Permitted Without Bond Owner Consent.* The District, from time to time, and at any time, without the consent of or notice to the Registered Owner, may adopt supplemental resolutions as set forth in this subsection (a). Before the District adopts any such supplemental resolution pursuant to this subsection (a), there shall have been delivered to the District and the Registrar a copy of such supplemental resolution and an opinion of Bond Counsel, stating that such supplemental resolution is authorized or permitted by this resolution and, upon the execution and delivery thereof, will be valid and binding upon the District in accordance with its terms and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bond. The permitted purposes under this subsection (a) are:

(1) To cure any formal defect, omission, inconsistency or ambiguity in this resolution in a manner not materially adverse to the interests of owners of Parity Bonds;

(c) *Amendatory or Supplemental Resolutions Requiring Consent of All Registered Owners.* Unless approved in writing by the registered owners of all Parity Bonds then outstanding, nothing contained in this section shall permit, or be construed as permitting:

(1) A change in the times, amounts or currency of payment of the principal of or interest on any outstanding Parity Bond or a reduction in the principal amount or redemption price of any outstanding Parity Bond or a change in the redemption price of any outstanding Parity Bond or a change in the method of determining the rate of interest thereon.

(2) A preference of priority of any Parity Bond over any other Parity Bond.

(3) A reduction in the aggregate principal amount of any Parity Bond.

(d) *Effect of Adoption of Amendatory or Supplemental Resolution.* Upon the adoption of an amendatory or supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed to be, amended and supplemented accordingly. No owner of outstanding Parity Bonds shall have any right (1) to object to the adoption of such resolution, (2) to object to any of the terms and provisions contained therein or the operation thereof, (3) in any manner to question the propriety of the adoption thereof or (4) to enjoin or restrain the District from adopting the same or taking any action pursuant thereto. The respective rights, duties and obligations under this resolution of the District, the Registrar and all registered owners of Parity Bonds, shall thereafter be determined, exercised and enforced under this resolution subject in all respects to such supplements and amendments.

Section 22. Default and Remedies.

(a) *Events of Default.* Each of the following constitutes an “Event of Default” with respect to Parity Bonds:

(1) If a default is made in the payment of the principal of or interest on any Parity Bonds when the same shall become due and payable.

(2) If the District defaults in the observance and performance of any other of its covenants, conditions and agreements set forth in this resolution and such default or defaults have continued for a period of six months after the District has received from the registered owners of not less than 25% in outstanding principal amount of Parity Bonds a written notice specifying and demanding the cure of such default. However, if the default in the observance and performance of any other of the covenants, conditions and agreements is one which cannot be completely remedied within the six month period, it shall not be an Event of Default as long as the District has taken active steps within 90 days to remedy the default and is diligently pursuing such remedy.

(3) If the District files a petition in bankruptcy or is placed in receivership under any State or federal bankruptcy or insolvency law.

(b) *Remedies Available to Registered Owner of the Bond if no Future Parity Bonds are Outstanding.* If no Future Parity Bonds have been issued and are outstanding, upon the

resolution may be enforced by the Bondowners' Trustee without the possession of any of those Parity Bonds and without the production of the same at any trial or proceedings relative thereto except where otherwise required by law. Any such suit, action or proceeding instituted by the Bondowners' Trustee shall be brought for the ratable benefit of all of the registered owners of those Parity Bonds, subject to the provisions of this resolution. The respective registered owners of Parity Bonds, by taking and holding the same, shall be conclusively deemed irrevocably to appoint the Bondowners' Trustee the true and lawful trustee of the respective registered owners of those Parity Bonds, with authority to institute any such action, suit or proceeding; to receive as trustee and deposit in trust any sums becoming distributable on account of those Parity Bonds; to execute any paper or documents for the receipt of money; and to do all acts with respect thereto that the registered owner himself or herself might have done in person. Nothing herein shall be deemed to authorize or empower the Bondowners' Trustee to consent to accept or adopt, on behalf of any registered owner of Parity Bonds, any plan of reorganization or adjustment affecting Parity Bonds or any right of any registered owner thereof, or to authorize or empower the Bondowners' Trustee to vote the claims of the registered owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization or other proceeding to which the District is a party.

(3) *Application of Money Collected by Bondowners' Trustee.* Any money collected by the Bondowners' Trustee at any time pursuant to this section shall be applied in the following order of priority:

(A) First, to the payment of the charges, expenses, advances and compensation of the Bondowners' Trustee and the charges, expenses, counsel fees, disbursements and compensation of its agents and attorneys.

(B) Second, to the payment to the persons entitled thereto of all installments of interest then due on Parity Bonds in the order of maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference.

(C) Third, to the payment to the persons entitled thereto of the unpaid principal amounts of any Parity Bonds which shall have become due (other than Parity Bonds previously called for redemption for the payment of which money is held pursuant to the provisions hereto), whether at maturity or by proceedings for redemption or otherwise, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal amounts due on the same date, then to the payment thereof ratably, according to the principal amounts due thereon to the persons entitled thereto, without any discrimination or preference.

(4) *Duties and Obligations of Bondowners' Trustee.* The Bondowners' Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. During an Event of Default, the Bondowners' Trustee shall exercise such of

Bonds. The remedy of acceleration is expressly denied to the owners of the Parity Bonds under any circumstances including, without limitation, upon the occurrence and continuance of an Event of Default.

(e) *No Impairment.* No owner of any outstanding Parity Bonds shall have any right in any manner whatever by his or her action to affect or impair the obligation of the District to pay from the Net Revenue the principal of and interest on other outstanding Parity Bonds to the respective owners thereof when due.

Section 23. General Authorization and Ratification. The Executive Director, the President of the Board, the Treasurer, other appropriate officers of the District and Bond Counsel are each individually authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this resolution, and to do everything necessary for the prompt delivery of the Bond to the Purchaser and for the proper application, use and investment of the proceeds of the Bond. All actions taken prior to the effective date of this resolution in furtherance of the purposes described in this resolution and not inconsistent with the terms of this resolution are ratified and confirmed in all respects.

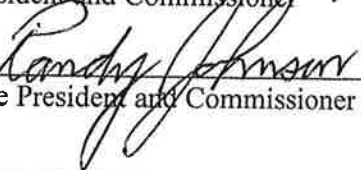
Section 24. Severability. The provisions of this resolution are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this resolution to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. If the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

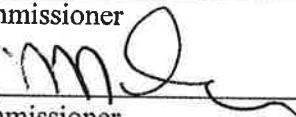
Section 25. Effective Date. This resolution is effective from and after its adoption.

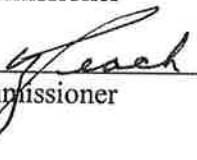
ADOPTED by the Board of Metropolitan Park Commissioners of William Shore Memorial Pool District, Clallam County, Washington, at a regular open public meeting held this 17th day of December, 2019, the following Commissioners being present and voting in favor of the resolution.

WILLIAM SHORE MEMORIAL POOL DISTRICT  
CLALLAM COUNTY, WASHINGTON


  
\_\_\_\_\_  
President and Commissioner

  
\_\_\_\_\_  
Vice President and Commissioner

\_\_\_\_\_  
Commissioner  
  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board of Metropolitan  
Park Commissioners of the District