

MANSON SCHOOL DISTRICT NO. 19  
CHELAN COUNTY, WASHINGTON

RESOLUTION NO. 07-01-22A

A RESOLUTION of the Board of Directors of Manson School District No. 19, Chelan County, Washington, relating to contracting indebtedness; providing for the issuance of its \$1,440,000 principal amount Limited General Obligation Bond, 2022 for the purpose of paying or reimbursing costs of reconstructing the elementary school parking lot and surrounding sidewalks, acquiring personal property and carrying out other purposes authorized by RCW 28A.530.080; fixing the date, interest rate, form, maturity, terms and covenants of such bond; providing for the registration and authentication of such bond; establishing a limited general obligation bond redemption account for payment of the bond; approving the sale and providing for the delivery of the bond to North Cascades Bank; and providing for related matters.

ADOPTED: JULY 1, 2022

*This document prepared by:*

*FOSTER GARVEY P.C.  
618 West Riverside Avenue, Suite 300  
Spokane, Washington 99201  
(509) 777-1600*

## TABLE OF CONTENTS\*

Section 1. Definitions. ....	1
Section 2. Findings and Determinations. ....	3
Section 3. Authorization of the Bond. ....	4
Section 4. Description of the Bond. ....	4
Section 5. Bond Registrar; Registration and Transfer of the Bond. ....	4
Section 6. Payment of the Bond. ....	5
Section 7. Prepayment Provisions. ....	5
Section 8. Failure to Pay Installments; No Acceleration. ....	5
Section 9. Pledge of Payment. ....	6
Section 10. Form and Execution of the Bond. ....	6
Section 11. Tax Covenants. ....	6
Section 12. Refunding or Defeasance of the Bond. ....	7
Section 13. Bond Account and Deposit of Bond Proceeds. ....	7
Section 14. Events of Default. ....	8
Section 15. Approval of Agreements. ....	8
Section 16. Annual Financial Statements. ....	8
Section 17. Supplemental and Amendatory Resolutions. ....	8
Section 18. Execution; General Authorization and Ratification. ....	8
Section 19. Severability. ....	9
Section 20. Effective Date. ....	9

*\* The cover page, table of contents and section headings of this resolution are for convenience of reference only, and shall not be used to resolve any question of interpretation of this resolution.*

MANSON SCHOOL DISTRICT NO. 19  
CHELAN COUNTY, WASHINGTON

RESOLUTION NO. 07-01-22A

A RESOLUTION of the Board of Directors of Manson School District No. 19, Chelan County, Washington, relating to contracting indebtedness; providing for the issuance of its \$1,440,000 principal amount Limited General Obligation Bond, 2022 for the purpose of paying or reimbursing costs of reconstructing the elementary school parking lot and surrounding sidewalks, acquiring personal property and carrying out other purposes authorized by RCW 28A.530.080; fixing the date, interest rate, form, maturity, terms and covenants of such bond; providing for the registration and authentication of such bond; establishing a limited general obligation bond redemption account for payment of the bond; approving the sale and providing for the delivery of the bond to North Cascades Bank; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MANSON SCHOOL DISTRICT NO. 19, CHELAN COUNTY, WASHINGTON, as follows:

Section 1. Definitions. In addition to the words and terms defined elsewhere in this resolution, the following words and terms as used in this resolution have the following meanings, unless the context or use indicates another or different meaning or intent. Unless the context indicates, words importing the singular number include the plural number and vice versa.

- (a) “Board” means the Board of Directors of the District.
- (b) “Bond” means the \$1,440,000 principal amount Manson School District No. 19, Chelan County, Washington, Limited General Obligation Bond, 2022, issued pursuant to and for the purposes provided in this resolution.
- (c) “Bond Account” means the Limited General Obligation Bond Account, 2022, created within the Debt Service Fund by Section 13 of this resolution for the payment of the Bond.
- (d) “Bond Counsel” means the firm of Foster Garvey P.C., its successor or any other attorneys or firm of attorneys with a nationally recognized standing as bond counsel in the field of municipal finance selected by the Board.
- (e) “Bond Purchase Agreement” means the term sheet, purchase offer or agreement between the District and the Purchaser providing for the purchase of the Bond by the Purchaser.
- (f) “Bond Register” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of the Bond, which contains the name and mailing address of the Registered Owner.
- (g) “Bond Registrar” means the Treasurer, and any successors or assigns, who has been appointed by the Treasurer as bond registrar, authenticating agent, transfer agent, exchange agent and paying agent with respect to the Bond in the manner provided in this resolution.
- (h) “Business Manager” means the District’s Business Manager or such other officer of the District who may in the future perform the duties of that office, if any.

(i) “Capital Projects Fund” means the Capital Projects Fund of the District heretofore created pursuant to RCW 28A.320.330.

(j) “Chair” means the Chair of the Board (including the Vice Chair of the Board in case of the Chair’s absence or disability), or any presiding officer or titular head of the Board, or any successor to the functions of the Chair.

(k) “Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) “Date of Delivery” means the date of issuance and delivery of the Bond to the Purchaser in exchange for the purchase price of the Bond.

(m) “Debt Service Fund” means the Debt Service Fund of the District heretofore created pursuant to RCW 28A.320.330.

(n) “Default Rate” means the Interest Rate rate plus 300 basis points (3.00%), computed on the basis of a 360-day year of twelve 30-day months.

(o) “District” means Manson School District No. 19, Chelan County, Washington.

(p) “Engagement Letter” means the engagement letter, dated July 1, 2022, regarding the legal services to be provided by Bond Counsel in connection with the issuance of the Bond.

(q) “Event of Default” means the occurrence of each of the following by the District: (1) failure to pay principal of and interest on the Bond when due; or (b) the filing of a petition for bankruptcy or placement in receivership under any state or federal bankruptcy or insolvency law.

(r) “General Fund” means the General Fund of the District heretofore created pursuant to RCW 28A.320.330.

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

(t) “Interest Rate” means 2.59% *per annum*, computed on the basis of a 360-day year of twelve 30-day months.

(u) “Maturity Date” means December 1, 2025.

(v) “Projects” means:

(i) Reconstructing the elementary school parking lot and surrounding sidewalks, including, but not limited to, lighting and earthwork, all as determined necessary and advisable by the Board.

(ii) Acquiring personal property, including, but not limited to, equipment and construction materials, all as determined necessary and advisable by the Board.

(iii) Carrying out other purposes authorized by RCW 28A.530.080, all as determined necessary and advisable by the Board.

(iv) Acquiring, constructing and installing all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances in or for the foregoing, all as determined necessary and advisable by the Board.

(v) Paying incidental costs incurred in connection with carrying out and accomplishing the foregoing pursuant to RCW 39.46.070. Such incidental costs constitute a part of the Projects and include, but are not limited to: (1) payments for fiscal and legal costs; (2) costs of printing, advertising, establishing and funding accounts; (3) necessary and related engineering, architectural, planning, consulting, inspection, permitting and testing costs; (4) administrative and relocation costs; (5) site improvement costs; (6) demolition costs; (7) costs related to demolition and/or deconstruction of existing school facilities to recycle, reclaim and repurpose all or a portion of such facilities and/or building materials; (8) costs of on-site and off-site utilities and road improvements; and (9) costs of other similar activities or purposes, all as determined necessary and advisable by the Board.

(w) “Purchaser” means North Cascades Bank, a division of Glacier Bank, Chelan, Washington, and its successors and assigns.

(x) “Qualified Institutional Buyer” means a “qualified institutional buyer” as defined in the United States Securities and Exchange Commission Rule 144A.

(y) “RCW” means the Revised Code of Washington.

(z) “Registered Owner” means the entity or person named as registered owner of the Bond on the Bond Register, initially the Purchaser.

(aa) “Secretary” means the Secretary to the Board, or other officer of the District who is the custodian of the records and proceedings of the Board, or any successor to the functions of the Secretary.

(bb) “State” means the State of Washington.

(cc) “System of Registration” means the system of registration for the District’s bonds and other obligations set forth in District Resolution No. 06-26-17A.

(dd) “Treasurer” means the Treasurer of Chelan County, Washington, as *ex-officio* treasurer of the District.

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 accomplishing the Projects, the total estimated cost of which is \$3,177,499, and the District does not have available sufficient money to pay such costs.

(b) The District is authorized and empowered by RCW 28A.530.080 to borrow money and issue a limited general obligation bond to pay costs of the Projects.

(c) It is in the best interest of the District to issue, sell and deliver the Bond to pay or reimburse a portion of the costs of the Projects.

(d) The Board, following notice thereof being published in a newspaper of general circulation within the District, conducted a public hearing on July 1, 2022, in accordance with the requirements of RCW 28A.530.080(2), on the proposed issuance of the Bond.

(e) The Purchaser has presented general terms to the District with respect to the purchase of the Bond consistent with the terms and conditions hereinafter set forth and pursuant to the Bond Purchase Agreement.

Section 3. Authorization of the Bond. The District shall issue, sell and deliver the Bond for the purpose of paying or reimbursing a portion of the costs of the Projects. The Projects, or any portion or portions thereof, shall be accomplished insofar as is practicable with available money and in such order of time as shall be determined necessary and advisable by the Board. The Board shall determine the application of available money between the various parts of the Projects so as to accomplish, as near as may be, all of the Projects. The Board shall determine the exact order, extent and specifications for the Projects. The Projects are to be more fully described in the plans and specifications to be prepared by and filed with the District.

Section 4. Description of the Bond. The Bond shall be issued as a single bond designated as the “Manson School District No. 19, Chelan County, Washington, Limited General Obligation Bond, 2022” (the “Bond”). The Bond shall be in the principal amount of \$1,440,000; shall be dated the Date of Delivery; shall be numbered R-1; shall be issued only in fully registered form; and shall mature on the Maturity Date. From the Date of Delivery to the Maturity Date or earlier prepayment of the Bond, unless otherwise provided in Section 14, the unpaid principal amount of the Bond shall bear interest at the Interest Rate.

Interest on the Bond shall be payable semiannually on each June 1 and December 1, commencing December 1, 2022, to the Maturity Date or earlier prepayment of the Bond. Principal of the Bond shall be payable semiannually on each June 1 and December 1, commencing June 1, 2023, to the Maturity Date or earlier prepayment of the Bond. The debt service schedule reflecting the payments due on the Bond (unless such debt service schedule is otherwise recalculated through partial prepayment of the Bond as provided in Section 7 or upon an Event of Default as provided in Section 14) is attached to the Bond Purchase Agreement, which by this reference is incorporated herein. The final installment payment of principal of and interest on the Bond, whether on the Maturity Date or upon prepayment, shall be in an amount equal to the remaining principal and interest due on the Bond. The life of the Projects to be financed with the proceeds of the Bond exceed the term of the Bond. The cost of particular parts of the Projects having shorter reasonably expected useful lives is allocated to that portion of the bond having correspondingly earlier principal installment payment dates.

Section 5. Bond Registrar; Registration and Transfer of the Bond. Pursuant to RCW 39.46.030(3)(b), the Treasurer shall serve as Bond Registrar with respect to the Bond and is authorized, on behalf of the District, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution. The Bond shall be issued only in registered form as to both principal and interest and shall be recorded on the Bond Register.

The Bond may be assigned or transferred only: (a) in whole; (b) to a successor to the business and assets of the Registered Owner or to a single investor that is a Qualified Institutional Buyer; (c) if endorsed in the manner provided thereon and surrendered to the Bond Registrar; and (d) if the

transferee provides the Bond Registrar with an executed transfer certificate in substantially the form to be attached to the Bond. Any such transfer shall be without cost to the Registered Owner or transferee (other than any cost incurred by the Registered Owner or transferee in preparing and delivering such transfer certificate) and shall be noted on the Bond Register. The Bond Registrar shall not be obligated to assign or transfer the Bond during the 15 days preceding any installment payment or prepayment date.

The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration, assignment or transfer of the Bond, which books shall be open to inspection by the District at all times. The Bond Registrar is authorized, on behalf of the District, to authenticate and deliver the Bond transferred or exchanged in accordance with the provisions of the Bond and this resolution, to serve as the District's authenticating agent, transfer agent, registrar and paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution and the System of Registration.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

Section 6. Payment of the 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 Bond Registrar sent to the Registered Owner so that such 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, the Registered Owner shall present and surrender the Bond to the Bond Registrar to be destroyed or cancelled in accordance with law. The District and the Bond 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 Bond Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer.

Section 7. Prepayment Provisions. 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. The District shall provide the Registered Owner and the Bond Registrar with written notice of any intended prepayment at least 30 days prior to such prepayment date and such notice shall specify the amount to be prepaid. Interest on the principal amount of the Bond called for prepayment shall cease to accrue on the date fixed for prepayment unless the principal amount called for prepayment is not paid on the prepayment date.

At any time there is a partial prepayment, the remaining installment payments shall be recalculated to provide approximately equal semiannual debt service installments to the Maturity Date, as applicable. Such recalculated debt service schedule shall be provided by the Registered Owner to the District and the Bond Registrar within seven (7) business days following any prepayment and shall be effective on the next scheduled installment payment date. Any partial prepayment shall be applied first to accrued and unpaid interest and then to reduce the principal amount of the Bond.

Section 8. Failure to Pay Installments; No Acceleration. Except as otherwise provided in Section 14, if any installment of principal is not paid when due, the District shall be obligated to pay

interest on that installment at the same rate provided in the Bond until that installment, together with interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Account, or in a trust account established to refund or defease the Bond, and the principal represented by such installment has been called for payment by giving notice of that call to the Registered Owner. The Bond is not subject to acceleration upon the occurrence of a payment default.

Section 9. Pledge of Payment. The Bond is a limited general obligation of the District. For as long as any principal of the Bond is outstanding, the District irrevocably pledges that it will budget and appropriate money legally available from the Capital Projects Fund and the General Fund, and from other money legally available therefor, in amounts sufficient to pay the principal of and interest on the Bond when due, and the full faith, credit and resources of the District are pledged irrevocably for the budget and appropriation of those amounts and the prompt payment of that principal and interest.

Section 10. Form and Execution of the Bond. The Bond shall be prepared in a form consistent with the provisions of this resolution and State law and shall be signed by the Chair and the Secretary, either or both of whose signatures may be manual or in facsimile. The Bond shall be printed at District expense and shall be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bond.

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 Bond Registrar stating: "This Bond is the fully registered Manson School District No. 19, Chelan County, Washington, Limited General Obligation Bond, 2022, 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.

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 signature is authenticated or delivered by the Bond Registrar or issued by the District, the 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 issuance of the Bond.

Section 11. Tax Covenants.

(a) Preservation of Tax Exemption for Interest on the Bond. The District covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the District treated as proceeds of the Bond at any time during the term of the Bond which will cause interest on the Bond to be included in gross income for federal income tax purposes. The District also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bond, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bond.



(b) Post-Issuance Compliance. The Secretary is authorized and directed to adopt, amend and implement, on behalf of the District, written procedures to facilitate compliance by the District with the covenants in this Section 11 and the applicable requirements of the Code that must be satisfied after the Date of Delivery to prevent interest on the Bond from being included in gross income for federal income tax purposes.

(c) Designation of the Bond as a “Qualified Tax-Exempt Obligation.” The District designates the Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

(i) the Bond does not constitute a “private activity bond” within the meaning of Section 141 of the Code;

(ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the District and any entity subordinate to the District (including any entity that the District controls, that derives its authority to issue tax-exempt obligations from the District, or that issues tax-exempt obligations on behalf of the District) will issue during the calendar year in which the Bond is issued will not exceed \$10,000,000; and

(iii) the amount of tax-exempt obligations, including the Bond, designated by the District as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bond is issued will not exceed \$10,000,000.

Section 12. Refunding or Defeasance of the 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 Bond”); (b) redeeming the defeased Bond prior to the Maturity Date; 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 Bond in accordance with its terms, then all right and interest of the Registered Owner of the defeased Bond in the covenants of this resolution and in the funds and accounts obligated to the payment of the defeased Bond shall cease and become void. Thereafter, the Registered Owner of the defeased Bond shall have the right to receive payment of the principal of and interest on the defeased Bond solely from the trust account and the defeased Bond 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 Bond to any lawful purpose.

Section 13. Bond Account and Deposit of Bond Proceeds. There is hereby created and established in the office of the Treasurer, a special account in the District’s existing Debt Service Fund known as the Limited General Obligation Bond Account, 2022, or such other designation conforming to accounting practices (the “Bond Account”), for the purpose of paying principal of and interest on the Bond. All money of the District allocated to the payment of the principal of and interest on the Bond shall be transferred to the Bond Account at least one day prior to each installment payment date.

The Treasurer is authorized and directed to deposit in the Capital Projects Fund the principal proceeds of the Bond received from the Purchaser to be used to pay costs of the Projects. Until needed to pay costs of the Projects, the District may invest principal proceeds of the Bond temporarily in any legal investment, and the investment earnings shall be retained in the Capital Projects Fund and be spent to pay costs of the Projects.

Section 14. Events of Default. Upon the occurrence of any Event of Default, at the election of the Registered Owner in its sole discretion, the outstanding principal of the Bond will bear interest at the Default Rate from the date of such Event of Default until cured. A recalculated debt service schedule shall be promptly provided by the Registered Owner to the District, the Treasurer and the Bond Registrar. The Registered Owner may waive any Event of Default.

Section 15. Approval of Agreements. The Purchaser has presented general terms to the District with respect to the purchase of the Bond. The Chair and the Secretary, each of them acting alone, is authorized to accept, on behalf of the District, the Bond Purchase Agreement if consistent with the general terms presented by the Purchaser and the terms of this Resolution. The Board finds that entering into the Bond Purchase Agreement is in the District's best interest and authorizes as necessary its execution by either the Chair or the Secretary.

Bond Counsel has presented the Engagement Letter to the District, which Engagement Letter is on file with the Secretary and is incorporated herein by this reference. The Board finds that entering into the Engagement Letter is in the District's best interest, and therefore, authorizes its execution by either the Chair or the Secretary.

Section 16. Annual Financial Statements. For so long as the Purchaser is the Registered Owner, the District will provide or make available its annual financial report (F-196) to the Purchaser, together with any other information the Purchaser may reasonably request from time to time.

Section 17. Supplemental and Amendatory Resolutions. The District may supplement or amend this resolution for any one or more of the following purposes without the consent of the Registered Owner of the Bond:

(a) To add covenants and agreements that do not materially adversely affect the interests of the Registered Owner, or to surrender any right or power reserved to or conferred upon the District.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this resolution in a manner that does not materially adversely affect the interests of the Registered Owner.

Section 18. Execution; General Authorization and Ratification. This resolution may be executed by the Directors being present and voting in favor of the resolution, or only the Chair, and attested by the Secretary, in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The Secretary, the Business Manager, the Chair, the Treasurer, other appropriate officers of the District and Bond Counsel are severally authorized and directed to take such actions and to create, accept, execute, send, use and rely upon such tangible medium, manual, facsimile or electronic documents, records and signatures under any security

procedure or platform, and notwithstanding any other District resolution, rule, policy or procedure, as in their judgment may be necessary or desirable to carry out the terms of, and complete the transactions contemplated by, this resolution and the Bond Purchase Agreement (including 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 sale thereof). All actions taken prior to the effective date of this resolution in furtherance thereof and not inconsistent with the provisions of this resolution are ratified and confirmed in all respects.

Section 19. 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. However, 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 20. Effective Date. This resolution takes effect from and after its adoption.

ADOPTED by the Board of Directors of Manson School District No. 19, Chelan County, Washington, at a special open public meeting held this 1<sup>st</sup> day of July, 2022.

MANSON SCHOOL DISTRICT NO. 19  
CHELAN COUNTY, WASHINGTON

---

Chair and Director

---

Vice Chair and Director

---

Director

---

Director

---

Director

ATTEST:

---

YVONNE WALKER  
Secretary to the Board of Directors

## CERTIFICATION

I, YVONNE WALKER, Secretary to the Board of Directors (the “Board”) of Manson School District No. 19, Chelan County, Washington (the “District”), hereby certify as follows:

1. The foregoing Resolution No. 07-01-22A (the “Resolution”) is a full, true and correct copy of the Resolution duly adopted at a special meeting of the Board of Directors of the District (the “Board”) held at the District’s Administrative Office on July 1, 2022 (the “Meeting”), as that Resolution appears in the records of the District, and the Resolution is now in full force and effect;

2. Written notice specifying the time, place and noting the business to be transacted (the “Notice”) was given to all members of the Board by mail, fax, electronic mail or by personal delivery at least 24 hours prior to the Meeting (the “Notice”), a true and complete copy of the Notice is attached hereto as Appendix 1;

3. The Notice was also posted on the District’s website and prominently displayed at the main entrance of the District’s Administrative Office and the entrance to the special meeting location at least 24 hours prior to the Meeting;

4. The Notice was also given by mail, fax, electronic mail or by personal delivery at least 24 hours prior to the Meeting to each local radio or television station and to each newspaper of general circulation that has on file with the District a written request to be notified of special meetings and to any others to which such notices are customarily given by the District; and

2. The Meeting was duly convened and held in all respects in accordance with law, a quorum of the members of the Board was present throughout the Meeting, and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of July, 2022.

MANSON SCHOOL DISTRICT NO. 19  
CHELAN COUNTY, WASHINGTON

---

YVONNE WALKER  
Secretary to the Board of Directors

APPENDIX 1

COPY OF NOTICE OF SPECIAL MEETING