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**City of Brownsville
Linn County, Oregon
Financing Agreement and Note, Series 2021
\$187,974.24**

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FINANCING AGREEMENT

Government Capital Corporation and City of Brownsville, Linn County, Oregon enter into this Financing Agreement upon the terms and conditions described below.

1. Definitions

For purposes of this Financing Agreement, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

“**Agreement**” means this Financing Agreement.

“**Authorized Representative**” means the Mayor or City Administrator of the City.

“**Business Day**” means any day of the week other than a Saturday, Sunday, or a day on which the Lender is not open for normal business transactions.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Contract Documents**” means this Agreement, the Note, the Resolution and any other documents, certificates, instruments or deliverables provided in connection with the financing of the Project as contemplated hereunder.

“**Default Rate**” means a rate of interest equal to nine percent (9%) per annum as more fully described in Section 3.3 below.

“**City**” means the City of Brownsville, Linn County, Oregon.

“**Event of Default**” means: (i) a failure of the City to pay principal or interest on the Note when due, or fees or other amounts when due, as provided in the Note and this Agreement, which failure continues, and is not cured, for a period of more than 10 days after the same becomes due and payable; or (ii) a failure by the City to comply with any of its obligations, or to perform any of its duties, under this Agreement, or any other Contract Document, which failure continues, and is not cured, for a period of more than 30 days after written notice to the City; or (iii) a material misrepresentation by the City in this Agreement or any Contract Document; (iv) filing of a petition by or against the City relating to bankruptcy, reorganization, arrangement or readjustment of debt of the City or for any other relief relating to the City under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the City, and the continuance of any such event for 90 days undismissed or undischarged; or (v) failure by the City to maintain the tax exempt status of the Note or if the Note is not a “qualified tax-exempt obligation” pursuant to Section 265 of the Code.

“**Lender**” means Government Capital Corporation and its successors and assigns.

“**Maturity Date**” means December 1, 2031.

“**Note**” means the City of Brownsville, Linn County, Oregon Full Faith and Credit Note, Series 2021 evidencing the amount owed under this Agreement.

“**Note Counsel**” means Mersereau Shannon LLP.

“**Project**” means the refinancing of the City’s outstanding indebtedness with the State of Oregon, acting by and through its Economic and Community Development Department dated April 19, 2005.

“**Resolution**” means the City’s Resolution No. _____ adopted January 26, 2021 authorizing the issuance of the Agreement and the Note.

All other capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Resolution.

2. Recitals

The Lender has expressed interest in purchasing the Note. The City has adopted the Resolution, which is acceptable to the Lender. The Resolution authorizes execution and delivery of this Agreement and the Note.

3. Agreement

- 3.1 The principal amount of the Note shall be \$187,974.24.
- 3.2 The Lender hereby agrees to purchase the Note at a price of 100% of par, subject to the terms and conditions contained in this Agreement.
- 3.3 The City hereby agrees to pay principal under and interest on the Note on the terms as set forth on the schedule attached hereto as Exhibit A. Unless subject to interest at the Default Rate, Interest on the unpaid balance shall accrue at the rate of 2.894% per annum, calculated as set forth in the schedule attached hereto on Exhibit A, until paid. All amounts due under this Agreement and the Note shall be paid no later than the Maturity Date.

4. Prepayment

The Note may be prepaid in whole on any payment date on or after December 1, 2025 by paying any payments and other amounts then due and owing, together with the Early Redemption Value as shown on the schedule attached hereto as Exhibit A.

5. Security for Agreement

The payments for the Note shall be payable from the general, non-restricted revenues of the City, excluding any revenues, receipts or taxes derived from sale of marijuana, but including any other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the City to make payments shall be a full faith and credit obligation of the City, and is not subject to appropriation. The owner of the Note shall not have a lien or security interest on the property financed with the proceeds of this Agreement or the Note.

6. Closing

The Lender shall purchase the Note upon execution of this Agreement and the Note, and upon satisfaction of the conditions specified in Section 13 below.

7. Deposit and Use of Note Proceeds

The proceeds of the Note shall be deposited and shall be expended to pay Project costs in accordance with the Resolution.

8. Tax Covenants

The City hereby covenants for the benefit of the owners of the Note to comply with all provisions of the Code which are required for the Note interest to be excluded from gross income for federal income taxation purposes, and has designated the Note as a “qualified tax-exempt obligation” pursuant to paragraph (3) Section 265(b) of the Code.

9. Default

If an Event of Default occurs, the Lender may: (i) make a demand for the Early Redemption Value corresponding to the previously received payment, (ii) enforce and perfect its rights in the Project Fund and other funds and accounts referenced herein, (iii) exercise any remedy available at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the Act (as defined in the Resolution) and laws of the State, or granted or contained in this Resolution, and (iv) enforce and compel the performance of all duties required by any Contract Document, or by any applicable statutes to be performed by the City or by any officer thereof, except that the Lender shall not be permitted to compel payment of amounts due under the Note and this Agreement, except from general, non-restricted revenues of the City, excluding any revenues, receipts or taxes derived from sale of marijuana, but including any other funds which may be available for that purpose. In addition, upon the occurrence of an Event of Default, the Lender may declare that the principal amount of the Note then outstanding shall bear interest at the Default Rate, and the City will be responsible for interest at the Default Rate as well as all of Lender’s costs of collection and enforcement, including such reasonable and actual attorneys’ fees as may be incurred, including on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist. No remedy shall be exclusive. The Lender may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default.

10. Fees, Costs and Expenses

The Lender shall pay the fees and expenses of Note Counsel for preparing the documentation for the financing and rendering the opinion required in Section 13.2.

11. Representations, Warranties and Agreements of the City

By executing this Agreement in the space provided below, the City represents and warrants to, and agrees with the Lender that:

- 11.1. The City is a body corporate and politic, duly created and existing under the laws of the State of Oregon, constitutes a political subdivision of the State within the meaning of the Code, is authorized and has all necessary power and authority to enter into and perform its duties under the Contract Documents and this Agreement, and that the Contract Documents, including, without limitation, this Agreement and the Note, will constitute legal, valid and binding obligations of the City which are enforceable in accordance with their terms.
- 11.2. The acceptance of this Agreement, the adoption of the Resolution and the execution and delivery of the Note and other Contract Documents will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement to which the City is a party or by which it is bound.
- 11.3. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the City, threatened against the City to restrain or enjoin the acceptance of this Agreement, the adoption of the Resolution or

the execution and delivery of the Note or any Contract Documents, or the collection and application of the funds as contemplated by the Resolution, any Contract Document, and this Agreement, which, in the reasonable judgment of the City, would have a material and adverse effect on the ability of the City to pay the amounts due under this Agreement and the Note.

- 11.4. To the extent permitted by law, the City agrees to indemnify and hold harmless the Lender and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the City to the Lender, its agents or employees, which relates to this Agreement or the Note or any Contract Document, and which is untrue or incorrect in any material respect.
- 11.5 The City has designated the Note as a “qualified tax-exempt obligation” under Section 265(b)(3)(B) of the Code
- 11.6 The financial information concerning the City heretofore delivered to the Lender is complete and correct and fairly presents the financial condition of the City for the period(s) referred to and has been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the period(s) involved. There are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the City as of the date of such financial information which are not reflected therein. Since June 30, 2020 (date of the City’s last audited financial statement), there has been no material adverse change in the financial condition or operations of the City since the date of such information (and to the City’s knowledge no such material adverse change is pending or threatened), and the City has not entered into any direct or contingent bond debt, lease, installment purchase or loan obligation.

12. Notice of Adverse Developments; Budgets

- 12.1. The City shall notify the Lender promptly of any development which is likely to have a material, adverse effect on the financial condition of the City while any amounts remain outstanding under the Note.
- 12.2. If not readily publicly available to the Lender, the City shall give provide the Lender with its Certified Audited Financial Report (which shall include a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows, notes, schedules and any attachments to the financial statements) within 180 days of fiscal year end, budgets when available, and such other information as the Lender may reasonably request while any amounts remain outstanding under the Note.

13. Conditions to the Obligations of the Lender

The Lender may refuse to advance funds under this Agreement and the Note unless, on or prior to the date of Closing, the Lender shall have received:

- 13.1 a certified copy of the duly authorized Resolution, and a signed original copy of this Agreement, the Note, and any other applicable Contract Documents required by the Lender;
- 13.2 an opinion of Note Counsel to the effect that:
 - (a) the City has duly authorized the execution and delivery of the Agreement and the issuance and sale of the Note and the performance by the City of its obligations under and with respect to the Agreement and the Note, all in accordance with the laws and Constitution of the State of Oregon, the Agreement and the Resolution, and

- (b) the Resolution, the Agreement and the Note constitute valid and legal obligations of the City payable from the general funds of the City and enforceable in accordance with their respective terms.

13.3 the certificate of a duly authorized officer of the City to the effect that:

- (a) there is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the City, threatened against the City to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement and the Note, or the collection and application of funds as contemplated by this Agreement or the Note, which, in the reasonable judgment of the City, would have a material and adverse effect on the ability of the City to pay the amounts due under the Note, and
- (b) the adoption of the Resolution and the execution and delivery of this Agreement and the Note does not and will not conflict in any material respect with or constitute on the part of the City a breach of or default under any law, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the City is a party or by which it is bound;

13.4 the other Contract Documents and such additional certificates, proceedings, instruments or other documents as the Lender, its counsel or the City's Note Counsel may reasonably request to evidence compliance by the City with the legal requirements for execution and delivery of this Agreement and the Note and the due performance or satisfaction by the City of all agreements then to be performed and all conditions then to be satisfied by the City.

14. Notices

Any notices required to be given pursuant to this commitment letter or this Agreement shall be given to the following addresses:

City : City of Brownsville
255 N. Main Street
Brownsville, OR 97327
Attention: City Administrator

Lender: Government Capital Corporation
345 Miron Drive
Southlake, TX 76092
Attention: Director of Operations

15. Assignment; Survival; Agreement Constitutes Contract

This Agreement and the Note may not be assigned by the City. All representations, warranties and agreements contained in this Agreement shall survive the execution, delivery and payment of the Note. This Agreement and the Note and the other Contract Documents shall constitute a contract between the City and the Lender. The Lender's extension of credit hereunder is expressly made in reliance on the contract created by the Contract Documents. This Agreement and the Note may be assigned by the Lender; provided, however, that any such assignment by Lender shall be: (1) solely to an accredited investor or qualified institution buyer; and (2) reasonably prompt notice to the City of the assignment that sets forth the name and address of such assignee(s).

16. Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon.

17. Severability and Waivers

If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Lender retains all rights, even if it makes a loan after default. If the Lender waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

18. Counterparts

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

19. OFAC, BSA and Patriot Act Compliance

(a) The City agrees to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury.

(b) The City shall provide to the Lender such information as the Lender may require to enable the Lender to comply with its obligations under the Bank Secrecy Act of 1970, as amended (“BSA”), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation.

(c) To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or enters into a loan/lease transaction. When an account is opened and from time to time as be required by the Lender’s internal policies and procedures, the Lender shall be entitled to ask for such information that will allow it to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Lender may ask for documentation to verify its formation and existence as a legal entity. The Lender may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The City acknowledges that a portion of the identifying information set forth herein is being requested by the Lender in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the “Patriot Act”), and the City agrees to provide any additional information requested by the Lender in its sole discretion in connection with the Patriot Act or any other legislation, regulation, regulatory order or published guidance to which the Lender is subject, in a timely manner.

[Signatures are on following page]

DATED as of this 12th day of February 2021

GOVERNMENT CAPITAL CORPORATION

By: _____
Title: _____

**CITY OF BROWNSVILLE
LINN COUNTY, OREGON**

S. Scott McDowell
City Administrator

EXHIBIT A
>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

Financing Agreement and Note (GCC file No. 9366)

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, *City of Brownsville*

Schedule dated as of February 12, 2021

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	12/1/2021	\$20,089.39	\$4,412.42	\$15,676.97	N/A
2	12/1/2022	\$20,089.39	\$4,986.28	\$15,103.11	N/A
3	12/1/2023	\$20,089.39	\$4,549.20	\$15,540.19	N/A
4	12/1/2024	\$20,089.39	\$4,099.47	\$15,989.92	N/A
5	12/1/2025	\$20,089.39	\$3,636.72	\$16,452.67	\$110,840.16
6	12/1/2026	\$20,089.39	\$3,160.58	\$16,928.81	\$93,466.35
7	12/1/2027	\$20,089.39	\$2,670.66	\$17,418.73	\$75,666.89
8	12/1/2028	\$20,089.39	\$2,166.56	\$17,922.83	\$57,431.34
9	12/1/2029	\$20,089.39	\$1,647.87	\$18,441.52	\$38,749.02
10	12/1/2030	\$20,089.39	\$1,114.18	\$18,975.21	\$19,608.98
11	12/1/2031	\$20,089.39	\$565.08	\$19,524.31	\$0.00
Grand Totals		\$220,983.29	\$33,009.02	\$187,974.27	

**CITY OF BROWNSVILLE
LINN COUNTY, OREGON**

FULL FAITH AND CREDIT NOTE, SERIES 2021

City of Brownsville, Linn County, Oregon (the “City”), for value received acknowledges itself indebted and hereby promises to pay to the order of Government Capital Corporation (the “Lender”), the principal amount of **ONE HUNDRED EIGHT SEVEN THOUSAND NINE HUNDRED SEVENTY FOUR DOLLARS AND 24/100 (\$187,974.24)** together with interest thereon from the date hereof at the rate of interest described herein, calculated on a 30/360 day basis, as set forth herein and as provided in the Financing Agreement between the City and the Lender which is dated February 12, 2021 (the “Agreement”). All principal and interest on this Note are due and payable, without surrender and presentation, as set forth below:

Financed Amount	\$187,974.24
Interest Rate	2.894%

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE
					after pmt on this line
1	12/1/2021	\$20,089.39	\$4,412.42	\$15,676.97	N/A
2	12/1/2022	\$20,089.39	\$4,986.28	\$15,103.11	N/A
3	12/1/2023	\$20,089.39	\$4,549.20	\$15,540.19	N/A
4	12/1/2024	\$20,089.39	\$4,099.47	\$15,989.92	N/A
5	12/1/2025	\$20,089.39	\$3,636.72	\$16,452.67	\$110,840.16
6	12/1/2026	\$20,089.39	\$3,160.58	\$16,928.81	\$93,466.35
7	12/1/2027	\$20,089.39	\$2,670.66	\$17,418.73	\$75,666.89
8	12/1/2028	\$20,089.39	\$2,166.56	\$17,922.83	\$57,431.34
9	12/1/2029	\$20,089.39	\$1,647.87	\$18,441.52	\$38,749.02
10	12/1/2030	\$20,089.39	\$1,114.18	\$18,975.21	\$19,608.98
11	12/1/2031	\$20,089.39	\$565.08	\$19,524.31	\$0.00
Grand Totals		\$220,983.29	\$33,009.02	\$187,974.27	

This Note has been executed pursuant to the terms of the Agreement which, together with the Resolution and all other documents and certificates delivered in connection with the issuance of this Note, are fully incorporated herein by reference. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Agreement.

Payments due under this Note and the Agreement shall be full faith and credit obligations of the City payable from non-restricted revenues of the City, excluding any revenues, receipts or taxes derived from sale of marijuana, but including any other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon and shall not be subject to annual appropriation. The City shall use all taxing power available to it under current law to generate funds sufficient to permit the City to make the payments due under the Agreement. The City hereby covenants to annually appropriate in its general fund an amount in the debt service category sufficient to make payments as provided in the Agreement. The City agrees that so long as Lender is the holder of this Note, the City shall make all payments of principal and interest due hereunder directly to the Lender via wire transfer, ACH, or check, on or before each scheduled payment date set forth

above, without surrender or presentation of this Note; provided, however, that Lender shall (following the City's written request) surrender this Note following payment of all amounts due hereunder in good and indefeasible funds.

If an Event of Default occurs, the Lender may exercise the remedies provided in the Agreement. This Note shall be subject to interest at the Default Rate following any Event of Default.

If legal action is taken by the holder of this Note to enforce the provisions of this Note, the Resolution, or the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including fees and costs at trial, on appeal or otherwise.

This Note is executed by the City in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

The outstanding principal balance of this Note may be prepaid as provided in the Agreement.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of such City, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

It is further certified that all of the representations, warranties, and covenants made and set forth in the Resolution, the Financing Agreement and in the ancillary closing documents relevant to this Note are remade and incorporated fully by reference herein.

IN WITNESS WHEREOF, the City has caused this Note to be signed on its behalf by its duly authorized officer, this 12th day of February 2021.

CITY OF BROWNSVILLE
LINN COUNTY, OREGON

S. Scott McDowell
City Administrator

NON-LITIGATION CERTIFICATE

\$187,974.24
City of Brownsville
Linn County, Oregon
Financing Agreement and Note, Series 2021

I, S. Scott McDowell certify that:

1. I am the City Administrator of the City of Brownsville, Linn County, Oregon (the “City”).

2. There is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of the City, threatened against the City to restrain or enjoin the adoption of Resolution No. _____ adopted January 26, 2021 (the “Resolution”) authorizing a full faith and credit borrowing in an amount not to exceed \$187,974.24 together with or the execution and delivery of the Financing Agreement and the Note both dated February 12, 2021, or the collection and application of funds as contemplated by the Financing Agreement and the Note, which, in the reasonable judgment of the City, would have a material and adverse effect on the ability of the City to pay the amounts due under the Note.

3. The adoption of the Resolution and the execution and delivery of the Financing Agreement and the Note does not and will not conflict in any material respect with or constitute on the part of the City a breach of or default under any law, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the City is a party or by which it is bound.

DATED this 12th day of February 2021.

CITY OF BROWNSVILLE
LINN COUNTY, OREGON

By _____
S. Scott McDowell
City Administrator

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <u>City of Brownsville</u>		2 Issuer's employer identification number (EIN) <u>93-6002128</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<u>255 N. Main Street</u>		<u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Brownsville, Oregon 97327</u>		7 Date of issue <u>2/12/2021</u>	
8 Name of issue <u>Financing Agreement and Note, Series 2021</u>		9 CUSIP number <u>NA</u>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <u>S. Scott McDowell, City Administrator</u>		10b Telephone number of officer or other employee shown on 10a <u>(541) 466-5880</u>	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
19b	If bonds are BANs, check only box 19b		<input type="checkbox"/>
20	If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>12/01/2031</u>	<u>\$ 187,974</u>	<u>\$ 187,974</u>	<u>years</u>	<u>2.894 %</u>

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	<u>187,974</u>
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>4,000</u>
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	<u>4,000</u>
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>183,974</u>

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative	2/12/2021 Date	▶ S. Scott McDowell, City Administrator Type or print name and title
--	-------------------	---

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	James P. Shannon		2/12/2021		P01083443
	Firm's name ▶ Mersereau Shannon LLP	Firm's EIN ▶ 93 1036465			
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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____

(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

Signature: _____

Name: _____

Title: _____

Date: _____