

CITY OF BINGEN, WASHINGTON

ORDINANCE NO. 2023-10-743

AN ORDINANCE of the City of Bingen, Washington, relating to the water system of the City; ratifying a plan of additions to and betterments and extensions of the City's water system; declaring the estimated cost thereof as nearly as may be; authorizing the issuance of a water revenue refunding bond anticipation note (non-revolving line of credit) in the maximum principal amount of \$952,500, pending the issuance of a water revenue bond authorized herein; specifying the terms and covenants of such note; providing for delivery thereof to Cashmere Valley Bank, Cashmere, Washington; and providing for related matters.

PASSED: September 19, 2023

*Prepared by:  
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TABLE OF CONTENTS\*

Section 1. Definitions ..... 1  
Section 2. Findings and Determinations..... 4  
Section 3. The Project ..... 5  
Section 4. Authorization of the Bond ..... 5  
Section 5. Purpose, Authorization and Description of Note, Bank Fees, Costs of Issuance ..... 5  
Section 6. Designation of Officer to Make Draws and Extend Maturity Date ..... 6  
Section 7. Appointment of Note Registrar, Registration and Transfer of the Note ..... 6  
Section 8. Deposit of Note Proceeds ..... 7  
Section 9. Payment of the Note ..... 7  
Section 10. Pledge of Bond Proceeds and Net Revenue..... 8  
Section 11. Prepayment and Redemption Provisions ..... 8  
Section 12. Note Form and Execution..... 8  
Section 13. Tax Covenants ..... 9  
Section 14. Approval of Bank Offer; Authorization of City Officials ..... 9  
Section 15. Reporting Requirements ..... 10  
Section 16. Severability; Ratification..... 10  
Section 17. Effective Date of Ordinance ..... 10

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

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AN ORDINANCE of the City of Bingen, Washington, relating to the water system of the City; ratifying a plan of additions to and betterments and extensions of the City's water system; declaring the estimated cost thereof as nearly as may be; authorizing the issuance of a water revenue refunding bond anticipation note (non-revolving line of credit) in the maximum principal amount of \$952,500, pending the issuance of a water revenue bond authorized herein; specifying the terms and covenants of such note; providing for delivery thereof to Cashmere Valley Bank, Cashmere, Washington; and providing for related matters.

THE CITY COUNCIL OF THE CITY OF BINGEN, WASHINGTON, DO ORDAIN as follows:

**Section 1. Definitions**

The words and phrases set forth in this Ordinance with initial capitalization have the respective meanings ascribed to such words and phrases in this section unless the context clearly requires otherwise.

(a) "2021 Note" means the City's Water Revenue Bond Anticipation Note, 2021 (Non-Revolving Line of Credit), dated October 5, 2021, and issued pursuant to the 2021 Ordinance.

(b) "2021 Ordinance" means Ordinance No. 2021-006-717 passed by the Council and approved by the Mayor on September 21, 2021, authorizing the issuance of the 2021 Note.

(c) "Acquisition" or "Acquire" means the purchase, securing, lease, receipt by gift or grant, condemnation, transfer or other acquirement, or any combination thereof.

(d) "Bank" means Cashmere Valley Bank, Cashmere, Washington, and its successors and assigns.

(e) "Bank Offer" means the Bank's term sheet, purchase offer or note purchase agreement to extend a non-revolving line of credit, in the form of a water revenue refunding bond anticipation note, to the City, and to accept the Note under the terms and conditions provided in the Bank Offer as further set forth in this Ordinance.

(f) "Bond" means the water revenue bond authorized to be issued by Section 4 of this Ordinance.

(g) "City" means the City of Bingen, Washington.

(h) "Clerk-Treasurer" means the *de facto*, *de jure* or acting Clerk-Treasurer of the City and any successors in functions of such office.

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

(j) “Construction Account” means the project account within the Revenue Fund for the purpose of paying Costs of the Project.

(k) “Costs of the Project,” or any phrase of similar import, means all or any part designated by the Council as costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project, including, without limitation: (1) preliminary expenses advanced by the City from funds available for the use therefor, or advanced from any other source, with approval of the Council, or any combination thereof; (2) the costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries; (3) the Acquisition costs of any properties, rights, easements or other interest in properties, or any licenses, privileges, agreements and franchises; (4) the costs of Acquiring, constructing and installing improvements to the System; (5) the costs of Acquiring and installing equipment necessary for the operation and maintenance of said facilities; (6) the costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys, clerical help or other agents or employees; (7) the costs of contingencies; (8) the costs (including interest costs) of all interim financing for the Project, the costs of issuance, fees, costs of bond counsel, and the costs of registration and authentication of the Note and the Bond and the costs, if any, of rating agencies and of bond insurance; and (9) all other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Council.

(l) “Council” means the City Council of the City.

(m) “Debt Service Account” means the debt service account within the Revenue Fund for the payment of the principal of and interest on the Water Revenue Bond Anticipation Note, 2022 (Non-Revolving Line of Credit) of the City, the Note, the Bond and any Future Parity Bonds.

(n) “Designated Representative” shall have the meaning given such term in Section 6 of this Ordinance.

(o) “Draws” shall have the meaning given such term in Section 5(b) of this Ordinance.

(p) “Future Parity Bonds” means any and all revenue bonds of the City hereafter issued, the payment of which, both principal and interest, constitutes a lien and charge upon the Gross Revenue and Water ULID Assessments equal in rank with the lien and charge upon Gross Revenue and Water ULID Assessments for the payments required to pay and secure the payment of the Bond.

(q) “Gross Revenue” means all of the earnings and revenues received from the operation and maintenance of the System and earnings from the investment of money on deposit in the various accounts of the System. Gross Revenue also includes all earnings from the investment of money on deposit in the Debt Service Account and all System connection and capital improvement charges. Gross Revenue does not include: (1) principal proceeds of Future Parity Bonds or any other borrowings, (2) amounts collected in respect of City-imposed utility taxes, (3) earnings or proceeds from any investments in a trust account created to defease or refund revenue obligations of the System or held in a special account for the purpose of paying a rebate to the

United States Government under the Code, (4) local improvement district assessments (including Water ULID Assessments), (5) grants, gifts, income and revenue which are restricted or may not legally be pledged for revenue bond debt service, (6) payments received in respect of any bond insurance policy or reserve surety, or insurance or condemnation proceeds used for the replacement of capital projects or equipment, (7) proceeds from the sale of System property; (8) any tax credit subsidy payments; or (9) any revenue from a separate utility system.

(r) “Interest Rate” means a fixed rate of 5.85% *per annum*.

(s) “Issue Date” means the date the Note is initially delivered to the Bank.

(t) “Letters of Conditions” means the USDA’s Letter of Conditions dated September 26, 2018, and September 3, 2019, establishing the conditions under which the USDA would loan money to the City to finance the acquisition, construction and installation of improvements to the System (*i.e.*, the Project), as the same may be amended from time to time.

(u) “Maturity Date” means, unless extended pursuant to Section 6 of this Ordinance, December 1, 2024.

(v) “Mayor” means the *de facto* or *de jure* Mayor of the City (including the Mayor pro tempore in the Mayor’s absence), or any presiding officer or titular head of the City and any successors in functions of such office.

(w) “Net Revenue” means Gross Revenue less Operating and Maintenance Expenses.

(x) “Note” means the Water Revenue Refunding Bond Anticipation Note, 2023 (Non-Revolving Line of Credit) of the City in the maximum principal amount of \$952,500, which is authorized to be issued by this Ordinance.

(y) “Note Register” means the registration records of the City, maintained by the Note Registrar, on which shall appear the name and address of the Registered Owner of the Note.

(z) “Note Registrar” means (i) the Clerk-Treasurer, or (ii) upon a determination by the Clerk-Treasurer that maintenance of the duties of the Note Registrar is no longer convenient, a successor appointed by the Clerk-Treasurer willing and able to accept the duties of Note Registrar on reasonable and customary terms and authorized by law to serve as authenticating agent, transfer agent, registrar and paying or other fiscal agent of the City with respect to the Note and perform all the duties imposed upon it by this Ordinance.

(aa) “Operating and Maintenance Expenses” means all reasonable expenses incurred by the City in causing the System to be operated and maintained in good repair, working order and condition, including general maintenance and administrative costs of the City allocated to the System, but does not include non-cash accounting items (*e.g.*, depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, potential environmental liabilities, or similar items) or capital additions or capital replacements to the System.

(bb) “Ordinance” means this Ordinance passed by the Council and approved by the Mayor on September 19, 2023.

(cc) “Project” means the plan of additions to and betterments and extensions of the System as more particularly described in Section 3 of the 2021 Ordinance.

(dd) “Qualified Tax-Exempt Obligation” shall have the meaning specified in Section 13 hereof.

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

(ff) “Registered Owner” means the entity or person named as the registered owner of the Note on the Note Register, initially the Bank.

(gg) “Revenue Fund” means the City’s existing Water Revenue Fund, which is an enterprise fund of the City in which Gross Revenue is deposited.

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

(ii) “System” means the existing water system of the City, together with all additions thereto and betterments and extensions thereof at any time made or constructed.

(jj) “USDA” means the United States of America, acting through the United States Department of Agriculture.

(kk) “Water ULID” means any utility local improvement district of the City created for the purpose of financing improvements to the System, and if the water and sewer systems of the City are later combined, any ULID thereafter created for water or sewer improvements, or both.

(ll) “Water ULID Assessments” means the assessments levied in any Water ULID created pursuant to State law in connection with an improvement to the System financed by the issuance of any Future Parity Bonds, the assessments in which are pledged to be paid into the Debt Service Account, including installments thereof and interest and any penalties thereon.

## **Section 2. Findings and Determinations**

The Council takes note of the following facts and hereby makes the following findings and determinations:

(a) The City is a municipal corporation and code city duly organized and existing under the laws of the State. Pursuant to the provisions of chapters 35.92 and 35A.80 RCW, the City is authorized to acquire, construct, install, operate and maintain a water system (*i.e.*, the System). The City has not combined its water system with either its sewer system or its refuse collection and disposal system. The City is authorized to conduct proceedings and to issue revenue bonds pursuant to chapters 35.41, 35.92, 35A.40 and 39.46 RCW.

(b) Pursuant to the terms of the Letters of Conditions, the USDA has offered to make a loan to the City, evidenced by a water revenue bond (*i.e.*, the “Bond”) in the maximum principal amount of \$952,500 to pay a portion of the costs of carrying out the Project. Chapter 39.50 RCW authorizes cities to issue short-term obligations in anticipation of the receipt of bond proceeds.

(c) The City issued the 2021 Note in accordance with the Letters of Conditions and USDA regulations requiring the issuance of a short-term obligation to pay Project construction costs during the construction period. The 2021 Note matures on October 5, 2023; however, Project construction has not been completed. Consequently, the 2021 Note must be redeemed with proceeds of a subsequent short-term obligation (*i.e.*, the “Note”), and the Note must be issued to pay a portion of Project construction costs during the remaining construction period.

(d) It is advisable for the City to: (i) continue to provide funds to defray Project costs by issuing the Note pending the issuance of the Bond; (ii) redeem the 2021 Note; and (iii) accomplish the Project. In determining the costs of the Project pursuant to RCW 35.41.090, the Council has estimated that the total costs of the Project will be at least \$1,055,500. The various improvements comprising the Project represent additions to or betterment of the City’s existing System. Because the Project will not produce electricity for sale and neither the Note nor the Bond will be a general obligation of the City, neither the Project nor the issuance of the Note or the Bond are required to be approved by the City’s voters under RCW 35.41.030 or RCW 35.92.070.

(e) The Council deems it to be in the best interest of the City that the City borrow money and issue the Note pending the issuance of the Bond for the purpose of: (i) redeeming the 2021 Note; and (ii) providing funds with which to pay a portion of the costs of carrying out the Project. The Bank has offered to accept the Note under the terms set forth in this Ordinance.

### **Section 3. The Project**

The City hereby ratifies its plan for accomplishing the Project as set forth in Section 3 of the 2021 Ordinance and as more particularly described in the maps, plans and specifications prepared by the consulting engineers of the City, and approved by the City. The total cost of the Project is estimated to be at least \$1,055,500. The Council may make such changes prior to or during the actual construction of the Project where, in its judgment, it appears advisable.

### **Section 4. Authorization of the Bond**

For the purpose of paying a part of the Costs of the Project and retiring the Note, the City shall issue the Bond in the maximum principal amount of \$952,500. The Bond shall be a special obligation of the City payable from Net Revenue and Water ULID Assessments. The Bond shall not be a general obligation of the City. The City’s full faith, credit and resources are not pledged for the payment of the Bond.

### **Section 5. Purpose, Authorization and Description of Note, Bank Fees, Costs of Issuance**

(a) For the purpose of providing the funds with which to: (i) redeem the 2021 Note; and (ii) pay Costs of the Project, the City shall issue and deliver its Water Revenue Refunding Bond Anticipation Note, 2023 (Non-Revolving Line of Credit) (*i.e.*, the “Note”), in the maximum principal amount of \$952,500, pursuant to the terms of this Ordinance. The Note shall be dated the Issue Date; shall mature on the Maturity Date; shall be issued in fully registered form as to both principal and interest on the Note Register; and shall be numbered R-1, with any additional designation as the Note Registrar deems necessary for purposes of identification.

(b) Upon satisfaction of applicable requirements of the USDA, the City may make incremental draws upon the Note (*i.e.*, the “Draws”) on any business day during the term of the Note for the purpose of providing the funds with which to pay Costs of the Project. Unless waived by the Registered Owner, each draw must be in an amount greater than or equal to \$25,000. No Draw may exceed the total amount of the costs to be paid from such Draw, and the proceeds of each Draw shall be used immediately to pay those costs. Notwithstanding the foregoing, the first Draw shall include amounts sufficient to pay and redeem the outstanding principal of and interest on the 2021 Note (together with other money of the City necessary or advisable for such purposes), and such amounts may be wired directly to the registered owner of the 2021 Note. Draws shall be recorded on the Draw Record attached to the Note, or in such other form as the City and the Registered Owner may agree. Draws are not subject to approval by the Registered Owner, but shall be limited to an aggregate principal amount of \$952,500. The City shall submit to the Registered Owner, with each request for a Draw, an outlay report, and written approval from USDA for the release of funds. For same-day funding, Draw requests must be received and confirmed by the Registered Owner by 11:00 a.m.

(c) Each Draw shall bear interest at the Interest Rate. Interest shall be computed on the basis of a 360-day year of twelve 30-day months, shall accrue on the outstanding principal amount of the Note, and shall be payable semiannually on each June 1 and December 1, commencing December 1, 2023, to the Maturity Date or the date the principal of and interest on the Note is paid in full. Principal of the Note is payable on the Maturity Date or, if earlier, the date of prior redemption. If the Note is not paid when properly presented for payment on the Maturity Date or date of prior redemption, the City shall be obligated to pay interest on the Note at the Interest Rate from and after its maturity or prior redemption date until the Note, both principal and interest, is paid in full or until sufficient money for that payment in full is on deposit in the Debt Service Account, and the City has given the Registered Owner notice that such money is available to make such delinquent payment.

(d) The Bank’s fee of \$250 for the Note is authorized and may be taken as a discount to proceeds of a Draw.

#### **Section 6. Designation of Officer to Make Draws and Extend Maturity Date**

The Council has determined it to be in the best interest of the City that the Mayor and the Clerk-Treasurer, or such other person(s) as they may designate (each a “Designated Representative”), be and hereby are severally authorized:

(a) make Draws in the amounts and at the times as either of such officials may determine hereafter, those Draws to be made in accordance with the terms and provisions set forth herein; and

(b) extend the Maturity Date for up to two additional six-month periods, upon approval of the USDA and the Registered Owner.

#### **Section 7. Appointment of Note Registrar, Registration and Transfer of the Note**

(a) The Clerk-Treasurer is hereby appointed and designated to serve as the Note Registrar. The Note Registrar shall keep, or cause to be kept, at its office, sufficient books for



purposes of registering the name, mailing address and taxpayer identification number of the Registered Owner of the Note, and for registering any transfer of Note ownership. The books and records maintained by the Note Registrar for such purpose shall be considered the Note Register for purposes of this Ordinance. The Note Register shall at all times be open to inspection by the City. In addition to maintaining the Note Register, the Note Registrar is authorized and directed to perform the following duties with respect to the Note: (i) to authenticate the Note upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Note that is transferred in accordance with the provisions thereof and this Ordinance; (iii) to serve as the City's paying agent for the Note; (iv) to imprint on each Note transferred or exchanged pursuant to this Ordinance the name of the Registered Owner, the maximum principal amount of the Note, the interest rate borne by the Note, and the maturity date of the Note; (v) to cancel the Note returned to the Note Registrar upon the payment in full thereof by punching holes through the signatures on the Note and by writing clearly across the face of such Note the word "cancelled"; and (vi) to carry out all of the Note Registrar's duties otherwise described in this Ordinance and to comply fully with all applicable federal and State laws and regulations respecting the carrying out of those duties. The Note Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Note.

(b) Except as otherwise specified in the Bank Offer, the Note may be assigned or transferred only: (i) in whole; (ii) to the successor to the business and assets of the Bank; (iii) if endorsed in the manner provided thereon and surrendered to the Note Registrar; and (iv) if the transferee provides the Note Registrar with an executed transfer certificate in substantially the form to be attached to the Note. 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 Note Register. The Note Registrar shall not be obligated to assign or transfer the Note during the 15 days preceding any payment or prepayment date.

#### **Section 8. Deposit of Note Proceeds**

Proceeds from the first Draw shall be used to pay the outstanding principal and accrued interest on the 2021 Note (together with other money of the City determined necessary or advisable for such purposes) as soon as practicable pursuant to Section 5(b) hereof. Any remaining proceeds of the first Draw, together with proceeds received as a result of all subsequent Draws on the Note, shall be paid into the Construction Account and used to pay Costs of the Project. Interest earnings on Draws, if any, shall be retained in the Construction Account and used to pay Costs of the Project.

#### **Section 9. Payment of the Note**

The principal of and interest on the Note shall be payable in lawful money of the United States of America and shall be paid by electronic transfer, automatic withdrawal or other method specified by the Registered Owner and allowed by State law. Upon receipt of the final payment of principal of and interest on the Note, whether on the Maturity Date or date of prior redemption, the Registered Owner shall present and surrender the Note to the Note Registrar to be destroyed or cancelled in accordance with law. The City and the Note Registrar may deem and treat the Registered Owner as the absolute owner of the Note for the purpose of receiving payment of

principal and interest and for all other purposes, and neither the City nor the Note Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer.

#### **Section 10. Pledge of Bond Proceeds and Net Revenue**

The City irrevocably pledges to redeem the Note on the Maturity Date or date of prior redemption from the proceeds of the Bond. The City hereby pledges Net Revenue to the payment of the Note on a parity with the lien and charge thereon of the Water Revenue Bond Anticipation Note, 2022 (Non-Revolving Line of Credit) of the City and any future Parity Bonds. The Note shall be payable only from the Debt Service Account as provided herein and shall not be a general obligation of the City, the State or any political subdivision thereof. The City's full faith, credit and resources are not pledged to the payment of the Note.

#### **Section 11. Prepayment and Redemption Provisions**

The City reserves the right and option to prepay and redeem on any business day any or all of the principal amount of the Note outstanding at par plus accrued interest to the date of prepayment and redemption. Interest on the Note or the portion thereof so prepaid shall cease to accrue on the date of such prepayment. The City will provide the Registered Owner with written notice of any intended prepayment prior to such prepayment date.

#### **Section 12. Note Form and Execution**

(a) The Note shall be prepared in a form consistent with the provisions of this Ordinance and State law, shall be signed by the Mayor and Clerk-Treasurer, either or both of whose signatures may be manual or in facsimile, and shall have the seal of the City (or facsimile reproduction thereof) impressed or printed thereon.

(b) The Note shall not be valid or obligatory for any purpose, or entitled to the benefits of this Ordinance, unless it bears a certificate of authentication manually signed by the Note Registrar stating: "This Note is the fully registered City of Bingen, Washington, Water Revenue Refunding Bond Anticipation Note, 2023 (Non-Revolving Line of Credit), described in the Note Ordinance." 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 Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this Ordinance.

(c) If any officer whose signature appears on the Note ceases to be an officer of the City authorized to sign notes before the Note bearing his or her signature is authenticated or delivered by the Note Registrar or issued by the City, that Note nevertheless may be authenticated, delivered and issued and, when authenticated, delivered and issued, shall be as binding upon the City as though that person had continued to be an officer of the City authorized to sign notes. Any Note also may be signed and attested on behalf of the City by any person who, on the actual date of the signing of the Note, is an officer of the City authorized to sign notes, although he or she did not hold the required office on the date of issuance of the Note.

### **Section 13. Tax Covenants**

(a) Preservation of Tax Exemption for Interest on the Note. The City covenants that it will take all actions necessary to prevent interest on the Note 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 Note or other funds of the City treated as proceeds of the Note at any time during the term of the Note which will cause interest on the Note to be included in gross income for federal income tax purposes.

(b) Designation of the Note as a “Qualified Tax-Exempt Obligation.” The City designates the Note 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 Note 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 City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Note is issued will not exceed \$10,000,000; and

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

(c) Post-Issuance Compliance. Pursuant to the 2021 Ordinance, the Council adopted and implemented Post-Issuance Compliance Policies and Procedures for Tax-Exempt Obligations. Such procedures remain in effect and have not been repealed, revoked or rescinded.

### **Section 14. Approval of Bank Offer; Authorization of City Officials**

The Bank has presented or will present the Bank Offer, which written Bank Offer shall be on file with the Clerk-Treasurer and is incorporated herein by this reference. The Council finds that accepting the Bank Offer is in the City’s best interest and therefore accepts the same. The City acknowledges a fee in the amount of \$250, which may be withheld by the Bank from a Draw or otherwise provided for by the City. The Note will be printed at City expense and will be delivered to the Bank in accordance with the Bank Offer, together with the approving legal opinion of Foster Garvey P.C., municipal bond counsel, regarding the Note. The Mayor and the Clerk-Treasurer, or such other person(s) as they may designate, are severally authorized and directed to do everything necessary for the prompt delivery of the Note to the Bank and for the proper application and use of the proceeds of the Draws made pursuant to the Note.

**Section 15. Reporting Requirements**

For so long as the Note is outstanding and held by the Bank, the City shall provide its annual financial reports to the Bank along with such additional information as the Bank may reasonably request.

**Section 16. Severability; Ratification**

If any provision of this Ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Note or the Bond. All actions heretofore taken by the City consistent with the provisions of this Ordinance are ratified, confirmed and approved.

**Section 17. Effective Date of Ordinance**

This Ordinance shall become effective from and after its passage by the Council, approval by the Mayor, and five days after publication of this Ordinance, or a summary thereof, as required by law. The title of this Ordinance is approved as a summary of this Ordinance.

PASSED by the City Council and APPROVED by the Mayor of the City of Bingen, Washington, on September 19, 2023, at a regular open public meeting thereof.

CITY OF BINGEN, WASHINGTON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

( S E A L )

C E R T I F I C A T E

I, the undersigned, the Clerk-Treasurer of the City of Bingen, Washington (the "City"), hereby certify as follows:

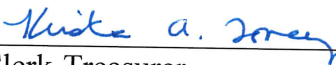
1. The foregoing Ordinance No. 2023-10-743 (the "Ordinance") is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City (the "Council") held at the regular meeting place on September 19, 2023 (the "Meeting"), as that Ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after the publication of its summary in the City's official newspaper.

3. The Meeting was duly convened, held and included an opportunity for public comment in all respects in accordance with law, a quorum of the members of the Council was present throughout the Meeting and a sufficient number of members of the Council present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand on September 19, 2023.

CITY OF BINGEN, WASHINGTON

  
Clerk-Treasurer

( S E A L )