

CITY OF SULTAN, WASHINGTON

ORDINANCE NO. 1305-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, AUTHORIZING THE ISSUANCE OF A LIMITED TAX GENERAL OBLIGATION BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,560,000 FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS OF THE CITY; PROVIDING THE FORM OF THE BOND; AND AUTHORIZING THE SALE OF THE BOND.

Passed March 28, 2019

PREPARED BY:
PACIFICA LAW GROUP LLP
Seattle, Washington

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TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Definitions and Interpretation of Terms	1
Section 2. Authorization of the Bond	4
Section 3. Bond Details.....	4
Section 4. Registration, Exchange and Payments	4
Section 5. Form of Bond	5
Section 6. Execution of Bond.....	5
Section 7. Application of Bond Proceeds.....	6
Section 8. Tax Covenants	6
Section 9. Pledge of Funds and Credit; General Obligation	7
Section 10. Right of Prepayment.....	8
Section 11. Issuance of the Bond.....	8
Section 12. Ongoing Disclosure; Covenants	9
Section 13. Lost, Stolen or Destroyed Bond.....	9
Section 14. Severability; Ratification.....	9
Section 15. Effective Date of Ordinance	10

* This Table of Contents is provided for convenience only and is not a part of this ordinance.

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WHEREAS, the City Council (the "Council") of the City of Sultan, Washington (the "City") has deemed it is in the best interest of the City to construct a pedestrian bridge, streets and other capital improvements described herein (the "Project"); and

WHEREAS, after due consideration the Council has determined that it is in the best interest of the City to authorize the issuance and sale of a limited tax general obligation bond (the "Bond") to pay all or a portion of the costs of the Project and to pay costs of issuance for the Bond authorized herein; and

WHEREAS, the City has issued a request for proposals from various financial institutions to purchase the Bond; and

WHEREAS, the Council wishes to delegate authority to the City Administrator and Finance Director, or his or her designee (each, a "Designated Representative"), for a limited time, to select the proposal that is in the best interest of the City (if any) and to approve the interest rates, maturity dates, redemption terms and principal maturities for the Bond within the parameters set by this ordinance; and

WHEREAS, the Council now wishes to authorize the issuance of the Bond and the sale of the Bond to the successful respondent subject to the terms and conditions set forth in this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions and Interpretation of Terms.

(a) *Definitions.* As used in this ordinance, the following words shall have the following meanings:

Bank means the financial institution that is the successful respondent to a request for proposals to purchase the Bond, selected by a Designated Representative.

Bond means the Limited Tax General Obligation Bond, 2019 authorized to be issued by the City pursuant to this ordinance.

Bond Counsel means Pacifica Law Group LLP, Seattle, Washington, or any other attorney or firm of attorneys, which is admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and nationally recognized and experienced in legal work relating to the issuance of tax-exempt bonds who is or are selected by the City.

Bond Fund means the “Bond Redemption Fund” authorized to be created pursuant to Section 9 of this ordinance.

Bond Purchase Agreement means a Commitment, bond purchase agreement, loan agreement or other contract between the City and the Bank, if any, and approved by a Designated Representative pursuant to this ordinance.

Bond Register means the registration records for the Bond maintained by the Bond Registrar.

Bond Registrar means either the State fiscal agent or the Finance Director of the City, whose duties include registering and authenticating the Bond, maintaining the Bond Register, transferring ownership of the Bond, and paying the principal of and interest on the Bond.

City means the City of Sultan, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

City Administrator means the duly appointed and acting City Administrator of the City, the successor to the duties of that office, or his or her designee.

City Council or **Council** means the City Council of the City as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Clerk means the duly appointed and acting City Clerk or the successor to the duties of that office.

Code means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bond or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bond, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Commitment means the commitment of the Bank to purchase the Bond.

Designated Representative means the City Administrator and Finance Director of the City, or his or her designee. The signature of one Designated Representative shall be sufficient to bind the City.

Fair Market Value means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's-length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

Finance Director means the duly appointed and acting Finance Director of the City, the successor to the duties of that office, or his or her designee.

Government Obligations mean those obligations now or hereafter defined as such in chapter 39.53 RCW.

Interest Rate means the fixed or variable rate of interest on the Bond as approved by a Designated Representative and set forth in the Bond.

Mayor means the duly elected and acting Mayor of the City or the successor to the duties of that office.

Project means the construction, improvement and development of a pedestrian bridge, streets, and other capital improvements approved by the Council from time to time.

Project Fund means the fund or account created pursuant to this ordinance.

Registered Owner means the person in whose name the Bond is registered on the Bond Register.

Rule means the Securities and Exchange Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Tax Certificate means the certificate executed by a Designated Representative setting forth the requirements of the Code for maintaining the tax exemption of interest on the Bond, and attachments thereto.

(b) **Interpretation.** In this ordinance, unless the context otherwise requires:

(1) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(2) Words of the masculine or feminine gender shall mean and include correlative words of any genders and words importing the singular number shall mean and include the plural number and vice versa;

(3) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(5) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of the Bond. For the purpose of reimbursing the City for and/or financing costs of the Project and paying costs of issuance related thereto, the City is hereby authorized to issue and sell a limited tax general obligation bond in the principal amount of not to exceed \$2,560,000 (the "Bond").

Section 3. Bond Details. The Bond shall be designated the "City of Sultan, Washington, Limited Tax General Obligation Bond, 2019," or other such designation as set forth in the Bond and approved by a Designated Representative.

The Bond shall be dated as of its date of delivery to the Bank, shall be fully registered as to both principal and interest, shall be in one denomination, and shall mature on the date set forth in the Bond. The Bond shall bear interest at the Interest Rate, subject to any default rate, taxable rate, or other interest rate changes provided for in the Bond and in any Bond Purchase Agreement. Interest on the principal amount of the Bond shall be calculated as provided in the Bond and in any Bond Purchase Agreement. Principal of and interest on the Bond shall be payable at the times and in the amounts as set forth in the Bond and in any Bond Purchase Agreement.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar.* The City Administrator shall select either the State fiscal agent or the Finance Director to serve as Bond Registrar. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond if transferred or exchanged in accordance with the provisions of the Bond and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of the Bond as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of the Bond shall be made only as described in subsection (d) below. All such payments made as described in subsection (d) below shall be valid and shall satisfy the liability of the City upon the Bond to the extent of the amount so paid.

(c) *No Transfer or Exchange of Registered Ownership.* The Bond shall not be transferrable without the consent of the City unless (i) the Bank's corporate name is changed and the transfer is necessary to reflect such change; or (ii) the transferee is a

successor in interest of the Bank by means of a corporate merger, an exchange of stock, or a sale of assets. Notwithstanding the foregoing, the Bond may be transferred upon satisfaction of the requirements, if any, set forth in any Bond Purchase Agreement.

(d) *Place and Medium of Payment.* Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Principal of and interest on the Bond shall be payable by check, warrant, Automated Clearing House/electronic funds transfer or by other means mutually acceptable to the Registered Owner and the City. Payment of principal of and interest on the Bond will be made by the City directly to the Registered Owner and not through a third party paying agent. Upon final payment of principal of and interest on the Bond, the Registered Owner shall surrender the Bond for cancellation at the office of the Bond Registrar.

(e) *Additional Provisions.* The Bond will not be registered with The Depository Trust Company, New York, New York, or any other securities depository. No official statement, prospectus, offering circular or other offering statement containing material information with respect to the City or the Bond will be provided in connection with the issuance of the Bond, the Bond will be unrated, and the Bond will not be assigned a CUSIP number.

Section 5. Form of Bond. The Bond shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference, with such changes thereto as may be approved by a Designated Representative, consistent with the provisions of this ordinance.

Section 6. Execution of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor, and shall be attested by the manual or facsimile signature of the Clerk.

Only such Bond as shall bear thereon a Certificate of Authentication in the form set forth in Exhibit A, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons who at the date of the actual execution of the Bond, are the proper officers of the City, although at the original date of such Bond any such person shall not have been such officer of the City.

Section 7. Application of Bond Proceeds. The Finance Director is hereby authorized to create a fund or account (the "Project Fund"), and subaccounts therein as necessary, for the purposes set forth in this section. A portion of the proceeds of the Bond, net of any Bank fees, shall be deposited in the Project Fund in the amounts specified in the closing memorandum prepared in connection with the issuance of the Bond. Such proceeds shall be used to pay and/or reimburse the City for the costs of the Project and to pay costs of issuance of the Bond. Upon delivery of the Bond, the City is hereby authorized to pay fees associated with the issuance of the Bond, including reasonable fees of the Bank and Bank's counsel. To the extent the City makes capital expenditures for the Project prior to the date the Bond is issued, the City intends to reimburse all or a portion of those capital expenditures out of proceeds of the Bond as permitted by U.S. Treasury Regulation § 1.150-2(d).

The Finance Director shall invest money in the Project Fund and the subaccounts contained therein in such obligations as may now or hereafter be permitted to cities of the State by law and which will mature prior to the date on which such money shall be needed, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value.

Upon completion of the Project, or its completion duly provided for, or its completion found to be impractical, the City may apply Bond proceeds (including interest earnings thereon) to other capital projects of the City or transfer such proceeds to the Bond Fund after consultation with Bond Counsel.

Section 8. Tax Covenants. The City will take all actions necessary to assure the exclusion of interest on the Bond from the gross income of the owners of the Bond to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bond, including but not limited to the following:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Bond are not so used as to cause the Bond to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Project.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the Project other than in the ordinary course of an established government program under Treasury Regulation § 1.141-2(d)(4) or (ii) any real property components of the Project, unless it has received an opinion of Bond Counsel to the effect that such disposition will not adversely affect the treatment of interest on the Bond as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bond.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Bond which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bond would have caused the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code until the Bond has been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Bond for at least three years after the Bond matures or is redeemed (whichever is earlier); however, if the Bond is redeemed and refunded, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Bond.

(h) *Compliance with Tax Certificate.* The City will comply with the provisions of the Tax Certificate with respect to the Bond, which are incorporated herein as if fully set forth herein. The covenants of this section will survive payment in full or defeasance of the Bond. In the event of any conflict between this section and the Tax Certificate, the provisions of the Tax Certificate will prevail.

(i) *Bank Qualification.* The Bond is hereby designated as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code for investment by financial institutions. The City does not reasonably expect to issue more than \$10,000,000 of qualified tax-exempt obligations in the 2019 calendar year.

Section 9. Pledge of Funds and Credit; General Obligation. The City hereby authorizes the creation of a fund to be used for the payment of debt service on the Bond, designated as the "Bond Redemption Fund" (the "Bond Fund"). No later than the date each payment of principal or interest on the Bond becomes due, the City shall transmit sufficient funds, from the Bond Fund or from other legally available sources, to the Bond Registrar for the payment of such principal or interest. Money in the Bond Fund may be invested in legal investments for City funds, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value. Any interest or profit from the investment of such money shall be deposited in the Bond Fund.

The City hereby irrevocably covenants and agrees for as long as the Bond is outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that

will be sufficient, together with other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bond when due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bond when due.

Section 10. Right of Prepayment. The City may prepay the Bond in whole or in part on any date as set forth in the Bond and any Bond Purchase Agreement and approved by a Designated Representative pursuant to Section 11. If the Bond is prepaid in full, interest shall cease to accrue on the date such prepayment occurs.

Section 11. Issuance of the Bond. The Council has determined that it would be in the best interest of the City to delegate to the Designated Representatives for a limited time the authority to approve the final terms of the Bond subject to the provisions of this ordinance. Subject to the terms and conditions set forth in this Section 11, each Designated Representative is hereby authorized to select the Bank and to approve the principal amount, dated date, principal and interest payment dates, redemption/prepayment provisions, Interest Rate, and other terms of the Bond that are in the best interest of the City so long as: (1) the final maturity date is not later than December 1, 2038; (2) the principal amount of the Bond does not exceed \$2,560,000; and (3) if the Interest Rate on the Bond is fixed, the Interest Rate shall not exceed 3.25% per annum, or if the Interest Rate on the Bond is variable, the initial Interest Rate on the Bond as of the issuance date shall not exceed 3.25%.

The Bond shall be sold to the Bank pursuant to the terms of this ordinance and any Bond Purchase Agreement. Subject to the terms and conditions set forth in this Section 11, each Designated Representative is hereby authorized to execute a Bond Purchase Agreement, if any.

Upon the passage and approval of this ordinance, the proper officials of the City including the Designated Representatives, the Mayor, and the City Clerk are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bond to the Bank and further to execute all closing certificates, agreements, loan agreement, and documents required to effect the closing and delivery of the Bond in accordance with the terms of the this ordinance.

Following the sale of the Bond, a Designated Representative shall provide a report to Council describing the sale and final terms of the Bond approved pursuant to the authority delegated in this section. The authority granted to each Designated Representative by this Section 11 shall expire on December 31, 2019. If the Bond has

not been sold by December 31, 2019, the authorization for the issuance of the Bond shall be rescinded, and the Bond shall not be issued nor its sale approved unless such Bond shall have been re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bond may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance.

Section 12. Ongoing Disclosure; Covenants.

(a) *Ongoing Disclosure.* The Bond is exempt from ongoing disclosure requirements of the Rule.

(b) *Covenants.* The City may agree to provide the Bank certain financial or other information and agree to such covenants as determined to be necessary by a Designated Representative and as set forth in any Bond Purchase Agreement and approved by a Designated Representative pursuant to Section 11.

Section 13. Lost, Stolen or Destroyed Bond. In case the Bond shall be lost, stolen or destroyed while in the Registered Owner's possession, the Bond Registrar may at the request of the Registered Owner execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon its filing with the City written certification that such Bond was actually lost, stolen or destroyed and of its ownership thereof. In the case the Bond shall be lost, stolen, or destroyed while in the Registered Owner's possession, the Registered Owner may elect upon final payment of principal and interest of the Bond to surrender a photocopy of the Bond for cancellation at the office of the Bond Registrar together with written certification that such Bond was actually lost, stolen or destroyed and of its ownership thereof.

Section 14. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 15. Effective Date of Ordinance. This ordinance will become effective five days from and after its passage, approval and publication.

PASSED by the City Council of the City of Sultan, Washington, at a regular meeting thereof held on March 28, 2019.

CITY OF SULTAN, WASHINGTON



Mayor

Attest:



City Clerk

EXHIBIT A

FORM OF BOND

[TRANSFER RESTRICTIONS]

UNITED STATES OF AMERICA

NO. R-1

\$ _____

STATE OF WASHINGTON

CITY OF SULTAN

LIMITED TAX GENERAL OBLIGATION BOND, 2019

INTEREST RATE: _____ %
MATURITY DATE: _____
REGISTERED OWNER: _____
PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The City of Sultan, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, on or before the Maturity Date identified above, the Principal Amount identified above. This bond shall bear interest at [interest rate] (the "Interest Rate"). Interest on this bond shall accrue from its dated date until paid and shall be computed per annum on the principal amount outstanding on a [30/360] basis. [Principal of and accrued interest on this bond shall be payable on the dates set forth in the payment schedule attached hereto.]

Both principal of and interest on this bond shall be payable in lawful money of the United States of America. Principal and interest on this bond shall be payable by check, warrant, Automated Clearing House/electronic funds transfer or by other means mutually acceptable to the Registered Owner and the City. Upon final payment of principal of and interest on this bond, the Registered Owner shall surrender this bond for cancellation at the office of the Bond Registrar in accordance with Ordinance No. 1305-19 of the City (the "Bond Ordinance").

This bond is issued pursuant to the Bond Ordinance to pay and/or reimburse the City for certain capital improvements and to pay costs of issuance. Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

[The City may prepay this bond without prepayment penalty or fee.]

This bond has been designated by the City as a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Code.

The City has in the Bond Ordinance authorized the creation of a fund to be used for the payment of debt service on this bond, designated as the "Bond Redemption Fund" (the "Bond Fund"). The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on this bond.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is issued pursuant to the Constitution and laws of the State of Washington, and duly adopted ordinances of the City. This bond is transferable upon compliance with the conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond exist, have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Sultan, Washington, has caused this bond to be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, as of this _____ day of _____, 2019.

[SEAL]

CITY OF SULTAN, WASHINGTON

By _____ /s/ _____
Mayor

ATTEST:

/s/
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This bond is the City of Sultan, Washington, Limited Tax General Obligation Bond, 2019 described in the within-mentioned Bond Ordinance. This bond is registered in the name of the Registered Owner on the books of the City, in the office of _____ (the "Bond Registrar"), as to both principal and interest, as noted in the registration blank below. All payments of principal of and interest on this bond shall be made by the City to the Registered Owner from the Bond Fund.

Date of Registration	Name and Address of Registered Owner	Signature of Bond Registrar
_____, 2019	_____	_____

PAYMENT SCHEDULE

Principal and interest on this bond shall be payable as set forth in the following schedule:

Date	Principal	Interest	Total Payment
_____	_____	_____	_____

CERTIFICATE

I, the undersigned, City Clerk of the City of Sultan, Washington, DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Ordinance No. 1305-19 (the "Ordinance") of the City, duly passed at a regular meeting of the City Council (the "Council") of the City held on March 28, 2019.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March, 2019.



City Clerk