CITY OF CAMAS, WASHINGTON

ORDINANCE NO. <u>2706</u>

AN ORDINANCE of the City of Camas, Washington, establishing a revolving line of credit and providing for the issuance and sale of a limited tax general obligation bond anticipation note in the aggregate principal amount of not to exceed \$7,000,000 to evidence the line of credit to pay for capital improvements to City facilities and working capital expenditures; and fixing the form, covenants and terms of the note.

THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DO ORDAIN AS FOLLOWS:

<u>Section 1</u>. <u>Definitions</u>. As used in this ordinance, the following capitalized terms shall have the following meanings:

- (a) "Authorized Officer" means the City Administrator or Finance Director.
- (b) "Bank" means Bank of America, N.A.
- (c) "City" means the City of Camas, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.
- (d) "City Council" means the legislative authority of the City, as duly and regularly constituted from time to time.
- (e) "Code" means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.
 - (f) "Date of Delivery" means the date of the delivery of the Note to the Bank.
- each banking day. The rate will be adjusted on each banking day to equal the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank) for U.S. Dollar deposits for delivery on the date in question for a one month term beginning on that date. The Bank will use the London Interbank Offered Rate as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Bank from time to time) as determined at approximately 11:00 a.m. London time two London Banking Days prior to the date in question, as adjusted from time to time in the Bank's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Bank.

- (h) "LIBOR Fixed Rate" means, for any applicable interest period, the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank), as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Bank from time to time) at approximately 11:00 a.m. London time two London Banking Days before the commencement of the interest period, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a term equivalent to such interest period. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank.
- (i) "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.
- (j) "Note" means the "City of Camas, Washington Limited Tax General Obligation Bond Anticipation Note, 2014" authorized by this ordinance.
- (k) "Note Fund" means the Limited Tax General Obligation Bond Fund, 2014, of the City created for the payment of the principal of and interest on the Note.
- (l) "Note Register" means the registration records for the Note maintained by the Note Registrar.
- (m) "Note Registrar" means the City Finance Director, whose duties include registering and authenticating the Note, maintaining the Note Register, transferring ownership of the Note, and paying the principal of and interest on the Note.
- (n) "Proposal" means an offer to purchase the Note, setting forth certain terms and conditions of the issuance, sale and delivery of the Note.
- (o) "Request for Draw" means an oral or written request by an Authorized Officer for a draw from the line of credit authorized to be established by this ordinance.
- (p) "Tax Certificate" means the tax certificate executed by the Finance Director pertaining to the tax-exempt draws on the Note.
- (q) "Tax-Exempt LIBOR Daily Floating Rate Option" means a rate per year equal to 70% of the LIBOR Daily Floating Rate, plus 0.75%.
- (r) "Tax-Exempt LIBOR Fixed Rate Option" means a rate per year equal to 70% of the LIBOR Fixed Rate, plus 0.75%. All draws made at the Tax-Exempt LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.
- (s) "Taxable LIBOR Daily Floating Rate Option" means a rate per year equal to the LIBOR Daily Floating Rate plus 1.00%.

- (t) "Taxable LIBOR Fixed Rate Option" means a rate per year equal to the LIBOR Fixed Rate plus 1.00%. All draws made at the Taxable LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.
- <u>Section 2</u>. <u>Findings and Determinations</u>. The City takes note of the following facts and makes the following findings and determinations:
- (a) Authority and Description of Project. The City is in need of short-term financing to be used for street design, right of way acquisition and construction, liquidity for the Camas-Washougal Fire Department consolidation, large equipment and vehicle purchases, and general City liquidity and other capital improvements (collectively, the "Projects"). The City Council therefore finds that it is in the best interests of the City to carry out the Projects.
- (b) Plan of Financing. The City is authorized to issue limited tax general obligation bonds and, pending the issuance of those bonds, issue short term obligations in accordance with the provisions of chapter 39.50 RCW for the purpose of providing a part of the funds to pay the costs of financing the Projects. The total expected cost of the Projects is approximately \$[7,000,000].
- (c) Debt Capacity. The maximum amount of indebtedness authorized by this ordinance is \$[7,000,000]. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:
- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2014 is \$2,757,083,055.
- (2) As of April 1, 2014, the City has limited tax general obligation indebtedness, consisting of leases and conditional sales contracts outstanding in the principal amount of \$8,953,027, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of April 1, 2014, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$3,787,000. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limit of up to $2\frac{1}{2}\%$ of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), $2\frac{1}{2}\%$ for utility purposes and $2\frac{1}{2}\%$ for open space, parks and economic development purposes.
- Section 3. Authorization of the Note; Payment, Registration and Transfer. In order to finance capital expenditures and general City liquidity needs, the City shall establish a revolving line of credit and issue and sell a note to evidence such line. The Note shall be designated the "City of Camas, Washington Limited Tax General Obligation Bond Anticipation

Note, 2014" and issued in the denomination of not to exceed \$7,000,000 (the "Note"). The Note shall be dated the date of delivery to the Bank (the "Date of Delivery").

Interest on the outstanding principal balance of the Note shall be payable quarterly, on each January 1, April 1, July 1 and October 1, commencing October 1, 2014, calculated on the basis of a 360-day year and the actual number of days elapsed. The Note matures on, and all outstanding principal and interest on the Note must be paid by, a date that is two years from the dated date of the Note (the "Maturity Date"). The Note is a revolving line of credit, so that principal amounts previously advanced and repaid may be drawn again; provided that the aggregate principal amount of all draws under the Note that have not been repaid may at no time exceed \$7,000,000. Each draw pursuant to a Request for Draw for any portion of proceeds to be used for a permitted tax-exempt purpose under the Code and satisfying the conditions set forth in Section 8(c) of this ordinance regarding conditions for the initial tax-exempt draw, shall bear interest at the Tax-Exempt LIBOR Daily Floating Rate Option or the Tax-Exempt LIBOR Fixed Rate Option. Each draw pursuant to a Request for Draw for any portion of proceeds that is not used for a permitted tax exempt-purpose under the Code shall bear interest at the Taxable LIBOR Daily Floating Rate Option or the Taxable LIBOR Fixed Rate Option. Interest on each draw shall accrue from its date until paid and such interest shall be computed on the principal amount outstanding on each day and at the applicable interest rate for that day during the applicable interest period on the basis of a 360-day year and the actual days elapsed. Interest payable on the Note on each interest payment date shall be the sum of interest accruing on all the outstanding draws during the interest period.

Any Request for a Draw shall be in the form of Exhibit A attached. Each Authorized Officer is hereby authorized to review and determine whether the draw is for a permitted tax-exempt purpose select either the Tax-Exempt LIBOR Daily Floating Rate Option or the Tax-Exempt LIBOR Fixed Rate Option or that it is not for a permitted tax-exempt purpose and select either the Taxable LIBOR Daily Floating Rate Option or the Taxable LIBOR Fixed Rate Option that such Authorized Officer finds in the best interest of the City for each draw on the Note.

Notwithstanding the foregoing, so long as an event of default (as defined in Section 11) has occurred and is continuing hereunder, outstanding principal amounts will bear interest at a default rate 5% in excess of the interest rate otherwise applicable under the Note.

The Note shall be issued in fully registered form. Both principal of and interest on the Note shall be payable in lawful money of the United States of America by check, warrant, wire transfer or automatic clearinghouse funds. The Bank will give 10 days' prior notice to the City of the approximate amount (depending on changes in the interest rate occurring after the date of such notice) to be debited. Principal and interest shall be an obligation only of the Note Fund. The City Finance Director shall act as Note Registrar.

The outstanding principal balance of the Note on any particular day shall be the aggregate of all funds which the City has drawn from the date of the Note to that day less the aggregate of all principal payments made by the City on or before that day. Interest on a particular principal amount so advanced shall be determined from the date of the advance of Note proceeds pursuant to a Request for Draw by the City.

A Request for Draw pursuant to the Note may be made by an Authorized Officer in writing at any time prior to the Maturity Date, so long as no event of default (as defined in Section 11) has occurred and is continuing. Requests for Draw shall include requests by email or fax bearing a facsimile signature of an Authorized Officer. The City hereby delegates to the Authorized Officers authority to make a Request for Draw, and determining the tax status of the draw and setting the interest rate, pursuant to this ordinance.

The Bank shall incur no liability to the City or to any other person in acting upon any notice or other communication which the Bank believes in good faith to have been given by an official or other person authorized to borrow on behalf of the City, or otherwise acting in good faith in making advances pursuant to this ordinance.

The Note may be assigned or transferred only in whole and only if endorsed in the manner provided thereon and surrendered to the Note Registrar, subject to the Bank's representations in a certificate to be provided on the Date of Delivery. Any such transfer shall be without cost to the owner or transferee and shall be noted in the Note Register. The Note may only be assigned by the Bank to another qualified investor satisfying the requirements set forth in the certificate to be signed by the Bank on the Date of Delivery.

Section 4. Form and Execution of the Note.

- (a) Form of the Note; Signatures and Seal. The Note shall be prepared in a form consistent with the provisions of this ordinance and Washington law. The Note shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on the Note ceases to be an officer of the City authorized to sign bonds before the Note bearing his or her manual or facsimile signature is authenticated by the Note Registrar, or issued or delivered by the City, the Note nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. The Note also may be signed on behalf of the City by any person who, on the actual date of signing of the Note, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Date of Delivery.
- (b) Authentication. Only the Note bearing a Certificate of Authentication in substantially the following form, manually signed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Note is one of the fully registered City of Camas, Washington, Limited Tax General Obligation Bond Anticipation Note, 2014." 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.
- Section 5. Note Fund. A special fund or account of the City known as the "LTGO Bond Anticipation Note Fund, 2014" (the "Note Fund") is hereby authorized to be created and shall be drawn upon for the sole purpose of paying and securing the payment of the Note. The City hereby covenants and agrees to deposit in the Note Fund proceeds of bonds, a refunding

note, loans, taxes and/or grants, if any received by the City for the Project, in an amount sufficient to pay the principal of and interest on the Note as the same becomes due.

- Section 6. Prepayment. The City hereby reserves the right to prepay at any time part or all of the Note. Principal accruing at the Tax-Exempt LIBOR Daily Floating Rate Option or the Taxable LIBOR Daily Floating Rate Option may be prepaid without premium or penalty. If a draw that bears interest at the Tax-Exempt LIBOR Fixed Rate Option or the Taxable LIBOR Fixed Rate Option is prepaid prior to the end of its interest period, the City shall pay the Bank a prepayment fee which is equal to the amount by which:
- (a) The additional interest that would have been payable on the amount prepaid had it not been paid until the last day of the interest period, exceeds
- (b) The interest that would have been recoverable by the Bank by investing the amount prepaid at the LIBOR Fixed Rate for a period starting on the date on which it was prepaid and ending on the last day of the interest period. If a LIBOR Fixed Rate is not available for that period, the rate for that period shall be determined using a straight-line interpolation between the LIBOR Fixed Rates for the closest available interest periods.
- Section 7. Pledge of Taxes. The Note constitutes a general indebtedness of the City and is payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Note. For as long as the Note is outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Note as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Note and such pledge shall be enforceable in mandamus against the City.

Section 8. Tax Covenants.

- (a) Tax Certificate. This covenant only applies to tax-exempt draws on the Note made for the purpose of financing projects eligible for tax-exempt financing under the Code as provided in the Tax Certificate. The City hereby covenants that it will not make any use of the proceeds of sale of the Note or any other funds of the City which may be deemed to be proceeds of such Note pursuant to Section 148 of the Code and the applicable regulations thereunder which will cause the Note to be an "arbitrage bond" within the meaning of such section and such regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Note) and the applicable regulations thereunder through the term of the Note. The City further covenants that it will not take any action or permit any action to be taken that would cause the Note to constitute a "private activity bond" under Section 141 of the Code.
- (b) Post-Issuance Compliance. The Finance Director is authorized and directed to adopt and implement the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied

after the issue date to prevent interest on the tax-exempt draws on the Note from being included in gross income for federal tax purposes.

Section 9. Sale of the Note. The sale of the Note to the Bank, under the terms and conditions of this ordinance and the Proposal to purchase the Note is hereby approved and confirmed. Upon delivery of the Note, the City shall: (a) pay to the Bank its fee of \$[14,000]; (b) reimburse the Bank for its administrative fees in the amount of not to exceed \$2,500; (c) reimburse the Bank for its legal fees in the amount of not to exceed \$1,500; and (d) pay to the Bank, quarterly in arrears, a fee for the unused portion of the Bank's commitment, which fee shall equal 0.25% per annum and calculated on the difference between \$[7,000,000] and the average Outstanding Principal Balance of the Note for the preceding quarterly period, beginning on October 1, 2014, on the basis of actual number days elapsed in a 360-day year. Payments of such fees shall be made by check, wire transfer or other mutually acceptable means to the Bank or to its designated payee.

Section 10. Reporting Requirements; Covenants.

- (a) The City shall submit the following reports to the Bank: (i) unaudited annual financial statements within 270 days after the end of each fiscal year and audited financial statements within 10 days of issuance; (ii) annual budget no later than 90 days after the commencement of each fiscal year; and (iii) such additional information as the Bank may reasonably request.
- (b) If a change in laws, rules, guidelines, accounting principles or regulations (or their interpretation, implementation or administration) shall occur or be implemented and shall increase the cost to the Bank, its parent companies or participants (if any) of issuing or maintaining the line of credit authorized to be established by this ordinance or decrease the return on the Bank's, its parent companies' or any of its participants' capital, or on the capital of the holding company of any participant, the Bank may give the City at least 60 days notice of an increase in the Commitment Fee by such amount as is necessary to compensate it, its parent companies or such participant for such increased costs or decreased return. All payments to the Bank shall be made free and clear of taxes and other claims and, to the extent the City is required by law to withhold amounts to the Bank, its parent companies or its participants, the City shall be required to gross up those payments. The foregoing includes costs and charges that result from the implementation of the Dodd-Frank Act and Basel III.
- (c) The City hereby represents and warrants that it (i) is not currently the subject of any Sanctions, (ii) is not located or organized in any Designated Jurisdiction, and (iii) is not nor has it been (within the previous five years) engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. Neither the Note, nor any draw under the Note, nor the proceeds thereof, will be used, directly or indirectly, to lend, contribute, provide or otherwise be made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including the Bank) of Sanctions. For purposes of this section, the following terms have the following meanings:

"Designated Jurisdiction" means any country or territory to the extent that such country or territory is the subject of any Sanction.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Sanction(s)" means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

- Section 11. Default. The following events shall constitute a default under the Note:
- (a) nonpayment of principal, interest, fees or other amounts under the Note when due,
 - (b) if the City fails to perform or observe any covenant of this ordinance,
- (c) if the City has given the Bank any material representation or warranty that proves to have been incorrect when made or confirmed,
- (d) if a default occurs under other material agreements and indebtedness of the City,
- (e) if the City voluntarily or involuntarily goes into bankruptcy, insolvency, debt moratorium, etc.,
 - (f) if the City is unable to pay its debts,
- (g) if any monetary judgment defaults in an aggregate amount of \$500,000 or more or any material non-monetary judgment defaults is entered into against the City,
- (h) if there is an actual or asserted invalidity or impairment of this ordinance, or
- (i) if the City's credit rating drops below Baa1, BBB+ or BBB+ by Moody's Investors Service, Standard & Poor's Rating Services or Fitch Ratings.

Provided, that no payment default shall be deemed to occur until the Bank has given written notice to the City of its failure to make such payment and five calendar days have passed, and no other default shall be deemed to occur until the Bank has given written notice to the City of its failure to comply with a covenant and 30 calendar days have passed. If any default occurs as delineated in this section, (a) the interest rate may be increased by 5.0%; (b) the Bank may refuse to make further draws under the Note; and (c) the Bank may pursue any other remedies to which it is entitled under the Note and this ordinance, at law or in equity.

- <u>Section 12</u>. <u>Governing Law</u>. The Note shall be governed and interpreted according to the laws of Washington. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.
- Section 13. Venue and Jurisdiction. The City and the Bank agree that any action or suit arising out of or relating to the Note shall be filed in the appropriate federal court or state court located in Washington.
- Section 14. Waiver of Jury Trial. To the extent permitted by Washington law, the City (and the Bank by acceptance of the Note) hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to the Note or any other document executed in connection therewith or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory).
- Section 15. General Authorization and Ratification. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Note to the Bank thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.
- Section 16. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.
- <u>Section 17</u>. <u>Effective Date of Ordinance</u>. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 16th day of June, 2014.

ATTEST:

APPROVED AS TO FORM:

EXHIBIT A

CITY OF CAMAS, WASHINGTON LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2014 REQUEST FOR DRAW NO. _____

On behalf o	f the City of Camas, Washington (the "City"), I hereby certify that:
1.	I am an Authorized Officer of the City, authorized by Ordinance No of the City Council of the City passed on June 16, 2014 (the "Note Ordinance") to request this draw under the City's Limited Tax General Obligation Bond Anticipation Note, 2014 (the "Note") and to make the representations on behalf the City set forth herein. Capitalized terms used herein shall have the meanings given in the Note Ordinance.
2.	The City requests a draw under the Note in the amount of: \$
	The aggregate outstanding amount of draws requested under the Note, including this draw, do not exceed \$[7,000,000]. Please disburse the draw to the City on, 201, by depositing funds to the City's account at [insert account information].
3.	This draw shall bear interest in (check one of the following):
	the Tax-Exempt LIBOR Daily Floating Rate Option.
	the Tax-Exempt LIBOR Fixed Rate Option for amonth interest period (one, two, three or six months permitted, may not extend beyond the Maturity Date).
	the Taxable LIBOR Daily Floating Rate Option.
	the Taxable LIBOR Fixed Rate Option for amonth interest period (one, two, three or six months permitted, may not extend beyond the Maturity Date).
4.	The draw will be expended for purposes authorized by the Note Ordinance.
5.	Except as previously disclosed to the Bank, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the City, threatened against the City that, 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 Ordinance and the Note.

- 6. All representations of the City in the Note Ordinance were true and correct when made, and remain true and correct on this date.
- 7. If the draw shall bear interest under the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option, the City hereby certifies (a) that the amount of the draw equals or exceeds \$250,000, (b) that after such draw is made there shall be no more than three draws outstanding that are bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option, and (c) that the date designated in paragraph 2 above for disbursement is at least three London Banking Days after the delivery of this request for draw.

Dated as of this	lay of, 201
	CITY OF CAMAS, WASHINGTON
	By:

CERTIFICATION

- I, the undersigned, City Clerk of the City of Camas, Washington (the "City"), hereby certify as follows:
- 1. The attached copy of Ordinance No. 2706 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 16, 2014, as that ordinance appears on the minute book of the City.
- 2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is June 24, 2014.
- 3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: June 16, 2014.

CITY OF CAMAS, WASHINGTON