



Legislation Passed June 20, 2023

The Tacoma City Council, at its regular City Council meeting of June 20, 2023, adopted the following resolutions and/or ordinances. The summary of the contents of said resolutions and/or ordinances are shown below. To view the full text of the document, click on the bookmark at the left of the page.

Resolution No. 41218

A resolution awarding a contract to Rosenbauer America, LLC, in the amount of \$1,977,470, plus applicable taxes, plus a 15 percent contingency, budgeted from the General and Fleet Equipment Rental funds, for the purchase of Commander Heavy Rescue RAS and Freightliner Air Light Rescue vehicles -
Sourcewell Contract No. 113021-RSD.

[Teresa Green, Business Services Manager; Toryono Green, Fire Chief]

Resolution No. 41219

A resolution awarding a contract to N C Machinery Co, in the amount of \$707,905.00, plus applicable taxes, plus a 10 percent contingency, budgeted from the Solid Waste Fund, for the purchase of one Caterpillar Model 966-BR Wheel Loader to process and load solid waste at the Recovery and Transfer Center, for a projected contract total of \$778,695.50 -
Sourcewell Contract No. 032119-CAT.

[Lewis Griffith, P.E., Solid Waste Management Division Manager;
Michael P. Slevin III, P.E., Director, Environmental Services]

Resolution No. 41220

A resolution awarding contracts to the following contractors:

- McKinstry Co., LLC, in the amount of \$600,000, plus applicable taxes; and
- General Mechanical, Inc., in the amount of \$600,000, plus applicable taxes;

budgeted from various departmental funds, to provide on-call facility contracting services, for an initial contract period of two years, with the option to renew for three additional one-year periods, for a projected contract total of \$1,200,000 -
Specification No. ES22-0324F.

[Jody Bratton, P.E., Senior Engineering Project Manager; Michael P. Slevin III, P.E., Director, Environmental Services]

Resolution No. 41221

A resolution awarding a contract to Insituform Technologies, LLC, in the amount of \$2,065,697.00, plus applicable taxes, plus a 10 percent contingency, budgeted from the Wastewater and Surface Water funds, for rehabilitation of approximately 1.4 miles of underground sewer pipes in various areas, for a projected contract total of \$2,272,266.70 -
Specification No. ES23-0015F.

[Olivia Mathison, Senior Associate Civil Engineer; Michael P. Slevin III, P.E., Director, Environmental Services]

Resolution No. 41222

A resolution authorizing the execution of a Letter of Agreement with the International Brotherhood of Electrical Workers, Local 483, Court Clerks Unit, regarding Court Clerk's application of rate when assigned to perform Bailiff duties.
[Dylan Carlson, Labor Relations Division Manager; Bill Fosbre, City Attorney]

Resolution No. 41223

A resolution authorizing the execution of a Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with 2601 MLK JR WAY, LLC, for the development of 20 multi-family market and regulated rate rental housing units, located at 2106 Martin Luther King Jr. Way, in the Downtown Regional Growth Center.

[Debbie Bingham, Project Manager; Jeff Robinson, Director, Community and Economic Development]

Resolution No. 41224

A resolution authorizing the execution of a Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with 4308 S Alder St, LLC, for the development of 60 multi-family market and regulated rate rental housing units, located at 4308 South Alder Street, in the Tacoma Mall Mixed-Use Center.

[Debbie Bingham, Project Manager; Jeff Robinson, Director, Community and Economic Development]

Resolution No. 41225

A resolution authorizing the one-time use of Council Contingency Funds, in the amount of \$6,000, to sponsor the Buffalo Soldiers Museum's event, "Honoring Our Military Labor Force".

[Council Member Blocker]

Resolution No. 41226

A resolution directing the Planning Commission and Landmarks Preservation Commission to determine if a moratorium on nomination and designation of Historic Special Review and Conservation Districts is warranted.

[Council Member Rumbaugh]

Ordinance No. 28889

An ordinance amending Chapter 1.12 of the Municipal Code, relating to the Compensation Plan, to implement compensation for employees represented by the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit.

[Dylan Carlson, Labor Relations Division Manager; Bill Fosbre, City Attorney]

Ordinance No. 28890

An ordinance providing for the issuance and sale of one or more series of limited tax general obligation refunding bonds, in the aggregate principal amount not to exceed \$32,000,000, to defease and refund certain outstanding general obligation bonds of the City and to pay costs of issuing the bonds; providing the form of the bonds; and delegating the authority to approve the final terms of the bonds.

[Michael San Soucie, City Treasurer; Andy Cherullo, Director, Finance]

Ordinance No. 28891

An ordinance amending Amended Ordinance No. 26749, which granted the Central Puget Sound Regional Transit Authority d.b.a. Sound Transit, a non-exclusive Right of Use Agreement, by adding Exhibits “E” and “F” to establish rights, duties, and responsibilities related to maintenance, repair, or replacement of a portion of a 24-inch stormwater main located under the Link Light Rail Expansion Project Overhead Contact System within Stadium Way.

[Corey Newton, P.E., Division Manager, Planning and Development Services;
Josh Diekmann, P.E. PTOE, Interim Director, Public Works]



RESOLUTION NO. 41218

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the execution of a contract with
3 Rosenbauer America, LLC, in the amount of \$1,977,470, plus applicable
4 taxes, plus a 15 percent contingency, budgeted from the General and Fleet
5 Equipment Rental funds, for the purchase of Commander Heavy Rescue
6 RAS and Freightliner Air Light Rescue vehicles, pursuant to Sourcewell,
7 Contract No. 113021-RSD.

8 WHEREAS the City has complied with all applicable laws and processes
9 governing the acquisition of those supplies, and/or the procurement of those
10 services, inclusive of public works, as is shown by the attached Exhibit "A,"
11 incorporated herein as though fully set forth, and

12 WHEREAS the Board of Contracts and Awards has concurred with the
13 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

14 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

15 Section 1. That the Council of the City of Tacoma concurs with the Board of
16 Contracts and Awards to adopt the recommendation for award as set forth in the
17 attached Exhibit "A."

18 Section 2. That the proper officers of the City are hereby authorized to
19 enter into a contract with Rosenbauer America, LLC, in the amount of \$1,977,470,
20 plus applicable taxes, plus a 15 percent contingency, budgeted from the General
21 and Fleet Equipment Rental funds, for the purchase of Commander Heavy Rescue
22 RAS and Freightliner Air Light Rescue vehicles,
23
24
25
26



pursuant to Sourcewell, Contract No. 113021-RSD, consistent with Exhibit "A."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



RESOLUTION NO. 41219

1 A RESOLUTION related to the purchase of materials, supplies or equipment,
2 and the furnishing of services; authorizing the execution of a contract
3 with N C Machinery Co, in the amount of \$707,905.00, plus applicable
4 taxes, plus a 10 percent contingency, budgeted from the Solid Waste
5 Fund, for the purchase of one Caterpillar Model 966-BR Wheel Loader to
6 process and load solid waste at the Recovery and Transfer Center, for a
7 projected contract total of \$778,695.50, pursuant to Sourcewell Contract
8 No. 032119-CAT.

9 WHEREAS the City has complied with all applicable laws and processes
10 governing the acquisition of those supplies, and/or the procurement of those
11 services, inclusive of public works, as is shown by the attached Exhibit "A,"
12 incorporated herein as though fully set forth, and

13 WHEREAS the Board of Contracts and Awards has concurred with the
14 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

15 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

16 Section 1. That the Council of the City of Tacoma concurs with the Board of
17 Contracts and Awards to adopt the recommendation for award as set forth in the
18 attached Exhibit "A."

19 Section 2. That the proper officers of the City are hereby authorized to
20 enter into a contract with N C Machinery Co, in the amount of \$707,905.00, plus
21 applicable taxes, plus a 10 percent contingency, budgeted from the Solid Waste
22 Fund, for the purchase of one Caterpillar Model 966-BR Wheel Loader to process
23 and load solid waste at the Recovery and Transfer Center, for a projected contract
24
25
26



1 total of \$778,695.50, pursuant to Sourcewell Contract No. 032119-CAT, consistent
2 with Exhibit "A."

3
4 Adopted _____

5
6 _____
7 Mayor

8
9 Attest:

10 _____
11 City Clerk

12 Approved as to form:

13 _____
14 City Attorney

15

16

17

18

19

20

21

22

23

24

25

26



RESOLUTION NO. 41220

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the execution of contracts with
3 McKinstry Co., LLC, in the amount of \$600,000, plus applicable taxes; and
4 General Mechanical, Inc., in the amount of \$600,000, plus applicable taxes;
5 budgeted from various departmental funds, to provide on-call facility
6 contracting services, for an initial contract period of two years, with the
7 option to renew for three additional one-year periods, for a projected
8 contract total of \$1,200,000, pursuant to Specification No. ES22-0324F.

9 WHEREAS the City has complied with all applicable laws and processes
10 governing the acquisition of those supplies, and/or the procurement of those
11 services, inclusive of public works, as is shown by the attached Exhibit "A,"
12 incorporated herein as though fully set forth, and

13 WHEREAS the Board of Contracts and Awards has concurred with the
14 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

15 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

16 Section 1. That the Council of the City of Tacoma concurs with the Board of
17 Contracts and Awards to adopt the recommendation for award as set forth in the
18 attached Exhibit "A."

19 Section 2. That the proper officers of the City are hereby authorized to
20 enter into contracts with McKinstry Co., LLC, in the amount of \$600,000, plus
21 applicable taxes; and General Mechanical, Inc., in the amount of \$600,000, plus
22 applicable taxes; budgeted from various departmental funds, to provide on-call
23 facility contracting services, for an initial contract period of two years, with the
24 option to renew for three additional one-year periods,
25
26



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

for a projected contract total of \$1,200,000, pursuant to Specification
No. ES22-0324F, consistent with Exhibit "A."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



RESOLUTION NO. 41221

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the execution of a contract with
3 Insituform Technologies, LLC, in the amount of \$2,065,697.00, plus
4 applicable taxes, plus a 10 percent contingency, budgeted from the
5 Wastewater and Surface Water funds, for rehabilitation of approximately
6 1.4 miles of underground sewer pipes in various areas, for a projected
7 contract total of \$2,272,266.70, pursuant to Specification No. ES23-0015F.

8 WHEREAS the City has complied with all applicable laws and processes
9 governing the acquisition of those supplies, and/or the procurement of those
10 services, inclusive of public works, as is shown by the attached Exhibit "A,"
11 incorporated herein as though fully set forth, and

12 WHEREAS the Board of Contracts and Awards has concurred with the
13 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

14 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

15 Section 1. That the Council of the City of Tacoma concurs with the Board of
16 Contracts and Awards to adopt the recommendation for award as set forth in the
17 attached Exhibit "A."

18 Section 2. That the proper officers of the City are hereby authorized to
19 enter into a contract with Insituform Technologies, LLC, in the amount of
20 \$2,065,697.00, plus applicable taxes, plus a 10 percent contingency, budgeted
21 from the Wastewater and Surface Water funds, for rehabilitation of approximately
22
23
24
25
26



1 1.4 miles of underground sewer pipes in various areas, for a projected contract
2 total of \$2,272,266.70, pursuant to Specification No. ES23-0015F, consistent with
3 Exhibit "A."
4

5 Adopted _____
6

7 _____
8 Mayor

9 Attest:
10

11 _____
12 City Clerk

13 Approved as to form:
14

15 _____
16 City Attorney
17
18
19
20
21
22
23
24
25
26



RESOLUTION NO. 41222

1 A RESOLUTION relating to collective bargaining; authorizing the execution of a
2 Letter of Agreement negotiated between the City of Tacoma and the
3 International Brotherhood of Electrical Workers, Local 483, Court Clerks Unit,
4 regarding Court Clerk's application of rate when assigned to perform Bailiff
5 duties.

6 WHEREAS the City has, for years, adopted the policy of collective
7 bargaining between the various labor organizations representing employees and
8 the administration, and

9 WHEREAS Resolution No. 40999, adopted July 12, 2022, authorized the
10 execution of the four-year Collective Bargaining Agreement ("CBA") between the
11 City of Tacoma and the International Brotherhood of Electrical Workers, Local 483,
12 Court Clerks Unit ("Union"), on behalf of the employees represented by said Union,
13 and

14 WHEREAS the City and Union have negotiated a Letter of Agreement
15 ("LOA") to the CBA which provides for the following: Increases the amount of the
16 application of rate from 2 percent to 5 percent when a Court Clerk is assigned to
17 perform Bailiff duties, and

18 WHEREAS it appears in the best interest of the City that the LOA negotiated
19 by said Union and the City be approved; Now, Therefore,
20
21
22
23
24
25
26



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute the Letter of Agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Court Clerks Unit, regarding Court Clerk's application of rate when assigned to perform Bailiff duties, said document to be substantially in the form of the document on file in the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



RESOLUTION NO. 41223

1 A RESOLUTION relating to the multi-family property tax exemption program;
2 authorizing the execution of a Multi-Family Housing 12-Year Limited Property
3 Tax Exemption Agreement with 2601 MLK JR WAY, LLC, for the
4 development of 20 multi-family market-rate and affordable rental housing
units to be located at 2106 Martin Luther King Jr. Way in the Downtown
Regional Growth Center.

5 WHEREAS the City has, pursuant to chapter 84.14 of the Revised Code of
6 Washington, designated several Residential Target Areas for the allowance of a
7 limited property tax exemption for new multi-family residential housing, and
8

9 WHEREAS the City has, through Ordinance No. 25789, enacted a program
10 whereby property owners in Residential Target Areas may qualify for a Final
11 Certificate of Tax Exemption which certifies to the Pierce County
12 Assessor-Treasurer that the owner is eligible to receive a limited property tax
13 exemption, and
14

15 WHEREAS 2601 MLK JR WAY, LLC is proposing to develop 20 new market-
16 rate and affordable rental housing units to consist of:

Number of Units	Type of Unit	Average Size
Market Rate		
1	Studio	433 Square Feet
15	One bedroom, one bath	433 Square Feet
Affordable Rate		
4	One bedroom, one bath	433 Square Feet

21 WHEREAS the affordable units will be rented to households whose income
22 is at or below 70 percent of Pierce County Area Median Income, adjusted for
23 household size, as determined by the Department of Housing and Urban
24 Development on an annual basis, and rent will be capped at 30 percent of those
25 income levels, adjusted annually, and
26



1 WHEREAS the project will also include one on-site residential parking stall,
2 and

3 WHEREAS the Director of Community and Economic Development has
4 reviewed the proposed property tax exemption and recommends that a conditional
5 property tax exemption be awarded for the property located at 2106 Martin Luther
6 King Jr. Way in the Downtown Regional Growth Center, as more particularly
7 described in the attached Exhibit "A"; Now, Therefore,

8
9 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

10
11 Section 1. That the City Council does hereby approve and authorize a
12 conditional property tax exemption, for a period of 12 years, to 2601 MLK JR WAY,
13 LLC, for the property located at 2106 Martin Luther King Jr. Way in the Downtown
14 Regional Growth Center, as more particularly described in the attached Exhibit "A."

15 Section 2. That the proper officers of the City are authorized to execute a
16 Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with
17



1 2601 MLK JR WAY, LLC, said document to be substantially in the form of the
2 proposed agreement on file in the office of the City Clerk.

3
4 Adopted _____

5 _____
6 Attest: Mayor

7
8 _____
City Clerk

9 Approved as to form: Legal description approved:

10
11 _____
12 Deputy City Attorney Chief Surveyor, Assistant
13 Public Works Department
14
15
16
17
18
19
20
21
22
23
24
25
26



EXHIBIT "A"

PROJECT DESCRIPTION

Number of Units	Type of Unit	Average Size	Expected Rental Rate
Market Rate			
1	Studio	433 Square Feet	\$1,250
15	One bedroom, one bath	433 Square Feet	\$1,600
Affordable Rate			
4	One bedroom, one bath	433 Square Feet	\$1,576 (including utility allowance)

The affordable units will be rented to households whose income is at or below 70 percent of Pierce County Area Median Income, adjusted for household size, as determined by the Department of Housing and Urban Development on an annual basis. Rent will be capped at 30 percent of those income levels, adjusted annually. The project will also include one on-site residential parking stall.

LEGAL DESCRIPTION

Tax Parcel: 7685001840

Legal Description:

LOTS 2 AND 3, BLOCK 20, SMITH AND FIFE'S ADDITION TO NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 63, RECORDS OF PIERCE COUNTY, WASHINGTON;

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.



RESOLUTION NO. 41224

1 A RESOLUTION relating to the multi-family property tax exemption program;
2 authorizing the execution of a Multi-Family Housing 12-Year Limited Property
3 Tax Exemption Agreement with 4308 S Alder St, LLC, for the development of
4 60 multi-family market-rate and affordable rental housing units to be located
5 at 4308 South Alder Street in the Tacoma Mall Mixed-Use Center.

6 WHEREAS the City has, pursuant to chapter 84.14 of the Revised Code of
7 Washington, designated several Residential Target Areas for the allowance of a
8 limited property tax exemption for new multi-family residential housing, and

9 WHEREAS the City has, through Ordinance No. 25789, enacted a program
10 whereby property owners in Residential Target Areas may qualify for a Final
11 Certificate of Tax Exemption which certifies to the Pierce County
12 Assessor-Treasurer that the owner is eligible to receive a limited property tax
13 exemption, and

14 WHEREAS 4308 S Alder St, LLC is proposing to develop 60 new market-
15 rate and affordable rental housing units to consist of:

Number of Units	Type of Unit	Average Size
Market Rate		
28	One bedroom, one bath	420 Square Feet
20	Two bedroom, one bath	615 Square Feet
Affordable Rate		
7	One bedroom, one bath	420 Square Feet
5	Two bedroom, one bath	615 Square Feet

16 WHEREAS the affordable units will be rented to households whose income
17 is at or below 70 percent of Pierce County Area Median Income, adjusted for
18 household size, as determined by the Department of Housing and Urban
19 Development on an annual basis, and rent will be capped at 30 percent of those
20 income levels, adjusted annually, and
21
22
23
24
25
26



WHEREAS the project will also include 11 on-site residential parking stalls,
1 and

2 WHEREAS the Director of Community and Economic Development has
3 reviewed the proposed property tax exemption and recommends that a conditional
4 property tax exemption be awarded for the property located at 4308 South Alder
5 Street in the Tacoma Mall Mixed-Use Center, as more particularly described in the
6 attached Exhibit "A"; Now, Therefore,

8 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

9 Section 1. That the City Council does hereby approve and authorize a
10 conditional property tax exemption, for a period of 12 years, to 4308 S Alder St,
11 LLC, for the property located at 4308 South Alder Street in the Tacoma Mall Mixed-
12 Use Center, as more particularly described in the attached Exhibit "A."

14 Section 2. That the proper officers of the City are authorized to execute a
15 Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with
16 4308 S Alder St, LLC,
17
18
19
20
21
22
23
24
25
26



said document to be substantially in the form of the proposed agreement on file in
the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Legal description approved:

Deputy City Attorney

Chief Surveyor, Assistant
Public Works Department



EXHIBIT "A"

PROJECT DESCRIPTION

Number of Units	Type of Unit	Average Size	Expected Rental Rate
Market Rate			
28	One bedroom, one bath	420 Square Feet	\$1,600
20	Two bedroom, one bath	615 Square Feet	\$1,800
Affordable Rate			
7	One bedroom, one bath	420 Square Feet	\$1,576 (including utility allowance)
5	Two bedroom, one bath	615 Square Feet	\$1,773 (including utility allowance)

The affordable units will be rented to households whose income is at or below 70 percent of Pierce County Area Median Income, adjusted for household size, as determined by the Department of Housing and Urban Development on an annual basis. Rent will be capped at 30 percent of those income levels, adjusted annually. The project will also include 11 on-site residential parking stalls.

LEGAL DESCRIPTION

Tax Parcel: 5405000211

Legal Description:

LOTS 3, 4 AND 5, BLOCK 12, MADISON PARK ADDITION TO TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 99, IN PIERCE COUNTY, WASHINGTON; AND ALSO, LOT 5, BLOCK 16, TRAVER'S ADDITION TO TACOMA, WASHINGTON TERRITORY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 8, IN PIERCE COUNTY, WASHINGTON.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.



RESOLUTION NO. 41225

1 BY REQUEST OF DEPUTY MAYOR WALKER AND COUNCIL MEMBERS
2 BLOCKER AND DIAZ

3 A RESOLUTION authorizing the one-time use of funds in the amount of \$6,000,
4 budgeted from the Council Contingency Fund, to sponsor the Buffalo
5 Soldiers Museum's event, "Honoring Our Military Labor Force."

6 WHEREAS the Buffalo Soldiers Museum ("Museum") is a non-profit
7 dedicated to honoring the Buffalo Soldiers and serving as a haven for students and
8 members of the community to learn about a piece of history that took place
9 between 1866 and 1944, and

10 WHEREAS the Museum provides significant educational, historical, and
11 cultural resources and has a longstanding, robust relationship with the region's
12 large active duty and veteran military populations, as well as tribal leadership, and
13 the City's Black, Indigenous, People of Color ("BIPOC") community, and
14

15 WHEREAS this request would allow the City to be a sponsor for the
16 Museum's "Honoring Our Military Labor Force" event to be held on September 4,
17 2023, at Cheney Stadium ("Stadium"), and

18 WHEREAS this event is a long-standing tradition in the City that celebrates
19 the legacy of the Buffalo Soldiers, the City's BIPOC community, and current and
20 retired military members and their families, and this year's event will include a
21 softball game and free family and youth activities, and

22 WHEREAS this request would allow the City to sponsor at the "Grand Slam"
23 level, which would help ensure family-friendly entertainment activities for the event,
24 and provides for the following: (1) company name and logo on all festival flyers and
25
26



1 public relations, (2) company name and logo displayed on the video board at the
2 Stadium during the softball game event, (3) company name and logo on the
3 Museum's 2024 Military and Baseball History calendar, (4) 25 reserved tickets to
4 sponsor suite for event softball game, and (5) waive vendor fee (if interested in also
5 being a vendor), and
6

7 WHEREAS the Museum organizes this yearly event for the residents of the
8 City as a tribute to our military forces, past and present, and the Museum will
9 advertise the event to the public, which will be free for all to attend, enabling a wide
10 array of residents to participate, and
11

12 WHEREAS, at the June 13, 2023, Study Session, Council Member Blocker
13 shared a Council Consideration Request to authorize the one-time use of \$6,000
14 from the Council Contingency Fund to sponsor the Buffalo Soldiers Museum's
15 event, "Honoring Our Military Labor Force," and
16

17 WHEREAS RCW 35.34.250 and 35.34.260 authorize a withdrawal from the
18 Council Contingency fund for any municipal expense, the necessity or extent of
19 which could not have been foreseen or reasonably evaluated at the time of
20 adopting the budget, and
21

22 WHEREAS Ordinance No. 22569 requires an affirmative vote of not less
23 than six members of the Council in order to withdraw moneys from this fund; Now,
24 Therefore,
25
26



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That one-time funding in the amount of \$6,000, budgeted from the Council Contingency Fund, is hereby approved for the purpose of sponsoring the Buffalo Soldiers Museum’s (“Museum”) event, “Honoring Our Military Labor Force.”

Section 2. That the proper officers of the City are hereby authorized to confirm deliverables with the Museum for the purposes hereinabove enumerated, and document as appropriate.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



RESOLUTION NO. 41226

1 BY REQUEST OF COUNCIL MEMBERS BUSHNELL, HINES, AND RUMBAUGH

2 A RESOLUTION relating to historic districts; directing the Planning Commission,
3 in coordination with the Landmarks Preservation Commission, to
4 determine if a moratorium on nomination and designation of Historic
Special Review and Conservation Districts is warranted.

5 WHEREAS historic preservation honors the legacy of the City and adds
6 character to neighborhoods, improving perception and overall quality of life,
7 however preserving history should be complementary to equity access to
8 housing options throughout the City, and
9

10 WHEREAS Tacoma Municipal Code ("TMC") Section 13.07.060 outlines
11 regulations for the local Tacoma Register of Historic Places and the nomination
12 and designation process for Historic Special Review and Conservation Districts
13 ("HSRCD"), and the Landmarks Preservation Commission ("LPC") and Planning
14 Commission ("PC") are both responsible for reviewing nominations and making
15 recommendations, and
16

17 WHEREAS in 2022, both bodies reviewed an application to add a district
18 to the Tacoma Register of Historic Places; the LPC made recommendations on
19 April 25, 2022, and the PC denied the request on November 2, 2022, and
20

21 WHEREAS during their respective reviews, both commissions noted
22 concerns about the existing historic district designation process, including the
23 need to address equity issues, and recommended that a review and potential
24 update to the process should be conducted in the earliest possible plan and
25 code amendment cycle, and
26



1 WHEREAS the requested review is planned to be included in the upcoming
2 2024 Comprehensive Plan periodic update process, however, in the interim, the
3 City is still able to accept applications for HSRCD, and
4

5 WHEREAS any review at this time may encounter the same concerns that
6 the commissions have already identified, and since it takes a great deal of volunteer
7 and staff time to review these requests, it may be beneficial to implement a
8 moratorium until the review can be completed and the changes be put into effect,
9 and
10

11 WHEREAS this resolution requests that the PC, in coordination with the
12 LPC, conduct a public process to develop findings of fact and recommendations as
13 to whether a moratorium on the nomination and designation of HSRCDs is
14 warranted, and if so, to recommend the scope and duration; Now, Therefore,
15

16 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

17 That the proper officers of the City are hereby authorized to direct the
18 Planning Commission, in coordination with the Landmarks Preservation
19
20
21
22
23
24
25
26



1 Commission, to determine if a moratorium on nomination and designation of
2 Historic Special Review and Conservation Districts is warranted.

3
4 Adopted _____

5
6 _____
7 Mayor

8
9 Attest:

10 _____
11 City Clerk

12 Approved as to form:

13 _____
14 Deputy City Attorney

15

16

17

18

19

20

21

22

23

24

25

26



ORDINANCE NO. 28889

1 AN ORDINANCE relating to pay and compensation; amending Chapter 1.12 of the
2 Tacoma Municipal Code to implement compensation for employees
3 represented by the International Brotherhood of Electrical Workers, Local
4 483, Tacoma Power Unit.

5 BE IT ORDAINED BY THE CITY OF TACOMA:

6 Section 1. That Section 1.12.640 of the Tacoma Municipal Code is hereby
7 amended, effective as provided by law to read as follows:

8 **1.12.640 Application of additional rates.**

9 * * *

10 5270 When two or more Fire Electrical Maintenance journey-level employees, or one journey-level
11 employee and more than one ~~helper~~worker, are assigned to work together as a crew without direct
12 supervision, one employee shall be paid 4 percent above Fire Maintenance Electrician. This shall not be paid
13 when employees are assigned to a class, seminar, training event, or working on Electrical License CEU's.
~~apply when two or more Fire Electrical Maintenance journey level employees or one Fire Electrical~~
~~Maintenance journey level employee and more than one helper are assigned for reasons of inspection or~~
~~testing or when two or more Fire Electrical Maintenance journey level employees or one journey level~~
~~employee and more than one helper performs fire station maintenance of fire alarm battery room.~~ This shall
14 not apply unless a supervisor is absent from the work site for more than two hours.

15 * * *

16 Passed _____

17 _____
18 Mayor

19 Attest:

20 _____
21 City Clerk

22 Approved as to form:

23 _____
24 Deputy City Attorney



ORDINANCE NO. 28890

1 AN ORDINANCE of the City of Tacoma, Washington, authorizing the issuance and
2 sale of one or more series of limited tax general obligation refunding bonds
3 in the aggregate principal amount of not to exceed \$32,000,000 to defease
4 and refund certain outstanding general obligation bonds of the City and to
5 pay costs of issuing the bonds; providing the form of the bonds; delegating
6 the authority to approve the final terms of the bonds; and authorizing other
7 matters related thereto.

8 WHEREAS the City of Tacoma, Washington (the "City") has issued its
9 Limited Tax General Obligation Refunding Bonds, 2013, dated March 5, 2013, as
10 authorized by Ordinance No. 28126 passed by the City Council (the "Council") on
11 January 22, 2013 (the "2013 Bond Ordinance"), which remain outstanding in the
12 aggregate principal amount of \$31,055,000 (the "2013 Bonds"), and

13 WHEREAS pursuant to the 2013 Bond Ordinance, the City may defease and
14 refund all or a portion of the outstanding 2013 Bonds prior to their stated dates of
15 maturity, and

16 WHEREAS the Council finds that the City will realize overall debt service
17 savings by defeasing and refunding all or a portion of the 2013 Bonds with the
18 proceeds of general obligation bonds as provided herein, and

19 WHEREAS the Council deems it in the City's best interest to issue one or
20 more series of limited tax general obligation refunding bonds (the "Bonds") to
21 redeem all or a portion of the 2013 Bonds, and to pay costs of issuing the Bonds,
22 and

23 WHEREAS, proceeds of the 2013 Bonds were used to refund certain of the
24 City's (a) Limited Tax General Obligation Refunding Bonds, 2001, dated July 15,
25 2001, as authorized by Ordinance No. 26824, passed by the Council on June 26,
26



1 2001, and Substitute Resolution No. 35205, adopted on July 10, 2001, and
2 (b) Limited Tax General Obligation Bonds, 2004, dated August 5, 2004 (the "2004
3 Bonds"), as authorized by Substitute Ordinance No. 27249, passed by the Council
4 on June 29, 2004, and Resolution No. 36260, adopted on July 27, 2004, and
5

6 WHEREAS, chapter 67.28 RCW authorizes the City to levy lodging taxes
7 ("Lodging Taxes") and to pledge revenue of the Lodging Taxes to pay debt service
8 on bonds issued to finance and refinance "tourism-related facilities" as defined in
9 chapter 67.28 RCW, and
10

11 WHEREAS, proceeds of the 2004 Bonds were used to refinance commercial
12 paper issued to finance the acquisition, construction, improvement, and equipping
13 of the Greater Tacoma Convention Center, a "tourism-related facility", and
14

15 WHEREAS, the City pledged Lodging Taxes to the payment of principal of
16 and interest on the 2004 Bonds and to the portion of the 2013 Bonds allocated to
17 the refunding of the 2004 Bonds, and now desires to continue the pledge of such
18 Lodging Taxes to the allocable portion of the Bonds authorized herein, and
19

20 WHEREAS the Council wishes to delegate authority to the City Finance
21 Director, Treasurer, and Assistant Finance Director/Controller, or their designees
22 (each, a "Designated Representative"), for a limited time, to designate all or a
23 portion of the 2013 Bonds for defeasance and refunding prior to maturity and to
24 approve the final terms for each series of Bonds within the parameters set by this
25 ordinance, and
26



1 WHEREAS the City expects to receive a purchase contract from RBC
2 Capital Markets, LLC (the "Underwriter") to purchase the Bonds, and now desires to
3 issue and sell the Bonds to the Underwriter as set forth herein; Now, Therefore,

4 BE IT ORDAINED BY THE CITY OF TACOMA:

5
6 Section 1. Definitions

7 As used in this ordinance, the following words and terms shall have the
8 following meanings, unless the context or use indicates another or different
9 meaning or intent. Unless the context indicates otherwise, words importing the
10 singular number shall include the plural number and vice versa.

11
12 "Acquired Obligations" means the Government Obligations, if any, acquired
13 by the City under the terms of this ordinance and Escrow Agreement to effect the
14 refunding of the Refunded Bonds, but only to the extent that the same are acquired
15 at Fair Market Value.

16
17 "Assistant Finance Director/Controller" means the duly appointed and acting
18 Assistant Finance Director/Controller of the City, including anyone acting in an
19 interim or other capacity for the position, or the successor to the duties of that
20 office.

21
22 "Beneficial Owner" means any person that has or shares the power, directly
23 or indirectly, to make investment decisions concerning ownership of any Bonds
24 (including persons holding Bonds through nominees, depositories, or other
25 intermediaries).

26
"Bond Counsel" means Pacifica Law Group LLP or an attorney at law or a
firm of attorneys, selected by the City, of nationally recognized standing in matters



1 pertaining to the tax-exempt nature of interest on bonds issued by states and their
2 political subdivisions.

3 “Bond Purchase Contract” means the contract between the Underwriter and
4 City for the purchase of one or more series of Bonds, executed pursuant to this
5 ordinance.
6

7 “Bond Register” means the registration books maintained by the Bond
8 Registrar for purposes of identifying ownership of the Bonds or the nominee of each
9 owner, and such other information as the Bond Registrar shall determine.
10

11 “Bond Registrar” means, initially, the fiscal agent of the State, whose duties
12 include registering and authenticating the Bonds, maintaining the Bond Register,
13 effecting transfer of ownership of the Bonds and paying interest on and principal of
14 the Bonds.

15 “Bonds” mean the City’s Limited Tax General Obligation Refunding Bonds,
16 2023, authorized to be issued in one or more series pursuant to the terms of this
17 ordinance.
18

19 “Call Date” means the call date for the Refunded Bonds, selected by a
20 Designated Representative and set forth in the Escrow Agreement.

21 “City” means the City of Tacoma, Washington, a municipal corporation duly
22 organized and existing under and by virtue of the laws of the State.
23

24 “City Attorney” means the duly appointed and acting City Attorney of the City,
25 including anyone acting in an interim or other capacity for the position, or the
26 successor to the duties of that office.



1 "City Clerk" means the duly appointed and acting City Clerk of the City,
2 including anyone acting in an interim or other capacity for the position, or the
3 successor to the duties of that office.

4 "City Manager" means the duly appointed and acting City Manager of the
5 City, including anyone acting in an interim or other capacity for the position, or the
6 successor to the duties of that office.

7 "Closing" means the date of delivery of a series of Bonds to the Underwriter.

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

13 "Continuing Disclosure Certificate" means the written undertaking for the
14 benefit of the owners and Beneficial Owners of each series of Bonds as required by
15 Section (b)(5) of the Rule.

16 "Council" or "City Council" means the legislative body of the City, as duly and
17 regularly constituted from time to time.

18 "Debt Service Fund" means the fund or account established by the City for
19 the purpose of paying debt service on the Bonds.

20 "Designated Representative" means any of the City Finance Director,
21 Treasurer, or Assistant Finance Director/Controller, or their designees. The
22 signature of one Designated Representative shall be sufficient to bind the City.
23
24
25
26



1 "DTC" means The Depository Trust Company, New York, New York, as
2 depository for the Bonds.

3 "Escrow Agent" means U.S. Bank Trust Company, National Association,
4 Seattle, Washington.

5 "Escrow Agreement" means the escrow deposit agreement between the City
6 and the Escrow Agent to be dated as of the date of Closing of a series of Bonds.

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

15 "Federal Tax Certificate" means the certificate executed by a Designated
16 Representative setting forth the requirements of the Code for maintaining the tax
17 exemption of interest on any series of Tax-Exempt Bonds, and attachments thereto.

18 "Finance Director" means the duly appointed and acting Finance Director of
19 the City, including anyone acting in an interim or other capacity for the position, or
20 the successor to the duties of that office.

21 "Government Obligations" means those obligations now or hereafter defined
22 as such in chapter 39.53 RCW constituting direct obligations of, or obligations the
23
24
25
26



1 principal of and interest on which are unconditionally guaranteed by the United
2 States of America, as such chapter may be hereafter amended or restated.

3 "Letter of Representations" means the blanket issuer letter of representations
4 from the City to DTC.

5 "Lodging Taxes" means all lodging taxes levied and received by the City,
6 pursuant to RCW 67.28.180 and RCW 67.28.181.

7 "Mayor" means the duly elected Mayor of the City or the successor to such
8 office.

9 "Official Statement" means the disclosure documents prepared and delivered
10 in connection with the issuance of the Bonds.

11 "Projects" mean the capital projects refinanced with proceeds of the Bonds.

12 "Record Date" means the close of business for the Bond Registrar that is
13 15 days preceding any interest and/or principal payment or redemption date.

14 "Refunded Bonds" mean the 2013 Bonds selected by a Designated
15 Representative for refunding pursuant to this ordinance.

16 "Registered Owner" means the person named as the registered owner of a
17 Bond in the Bond Register. For so long as the Bonds are held in book-entry only
18 form, DTC or its nominee shall be deemed to be the sole Registered Owner.

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

22 "State" means the State of Washington.



1 “Taxable Bonds” means any Bonds determined to be issued on a taxable
2 basis pursuant to Section 11.

3 “Tax-Exempt Bonds” mean any Bonds determined to be issued on a tax-
4 exempt basis under Section 103 of the Code pursuant to Section 11.

5 “Treasurer” means the duly appointed and acting Treasurer of the City,
6 including anyone acting in an interim or other capacity for the position, or the
7 successor to the duties of that office.

8 “Tourism-Related Facilities” has the meaning set forth in chapter 67.28
9 RCW, and includes the Greater Tacoma Convention Center.

10 “2013 Bond Ordinance” means City Ordinance No. 28126, passed by the
11 Council on January 22, 2013, authorizing the issuance of the 2013 Bonds.

12 “2013 Bonds” mean the City’s Limited Tax General Obligation Refunding
13 Bonds, 2013, issued pursuant to the 2013 Bond Ordinance, as described in the
14 recitals to this ordinance.

15 “Underwriter” means RBC Capital Markets, LLC, and its successors.

16 Section 2. Authorization and Description of Bonds. For the purpose of
17 defeasing and refunding the Refunded Bonds and paying costs of issuance, the
18 City is hereby authorized to issue and sell one or more series of limited tax general
19 obligation refunding bonds in the aggregate principal amount of not to exceed
20 \$32,000,000 (the “Bonds”).

21 The Bonds shall be designated as the “City of Tacoma, Washington, Limited
22 Tax General Obligation Refunding Bonds, 2023” with additional series or other such
23 designation as determined by a Designated Representative. The Bonds shall be
24



1 dated as of the applicable Closing date, shall be fully registered as to both principal
2 and interest, shall be in the denomination of \$5,000 each or any integral multiple
3 thereof within a series and maturity, shall be numbered separately in such manner
4 and with any additional designation as the Bond Registrar deems necessary for
5 purposes of identification and control, shall bear interest from their date(s) payable
6 on the dates and at the rates set forth in the Bond Purchase Contract, and shall be
7 subject to optional and/or mandatory redemption, and mature on the dates and in
8 the principal amounts set forth in the Bond Purchase Contract.
9

10 Section 3. Registration, Exchange and Payments

11 A. Bond Registrar/Bond Register. The City hereby specifies and adopts the
12 system of registration approved by the Washington State Finance Committee from
13 time to time through the appointment of a state fiscal agent. The City shall cause a
14 Bond Register to be maintained by the Bond Registrar. So long as any Bonds
15 remain outstanding, the Bond Registrar shall make all necessary provisions to
16 permit the exchange or registration or transfer of Bonds at its designated office.
17 The Bond Registrar may be removed at any time at the option of the Finance
18 Director upon prior notice to the Bond Registrar and a successor Bond Registrar
19 appointed by the Finance Director. No resignation or removal of the Bond Registrar
20 shall be effective until a successor shall have been appointed and until the
21 successor Bond Registrar shall have accepted the duties of the Bond Registrar
22 hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate
23 and deliver Bonds transferred or exchanged in accordance with the provisions of
24 such Bonds and this ordinance, and to carry out all of the Bond Registrar's powers
25
26



1 and duties under this ordinance. The Bond Registrar shall be responsible for its
2 representations contained in the Certificate of Authentication of the Bonds.

3 B. Registered Ownership. The City and the Bond Registrar, each in its
4 discretion, may deem and treat the Registered Owner of each Bond as the absolute
5 owner thereof for all purposes (except as provided in the Continuing Disclosure
6 Certificate), and neither the City nor the Bond Registrar shall be affected by any
7 notice to the contrary. Payment of any such Bond shall be made only as described
8 in Section 3.G, but such Bond may be transferred as herein provided. All such
9 payments made as described in Section 3.G shall be valid and shall satisfy and
10 discharge the liability of the City upon such Bond to the extent of the amount or
11 amounts so paid.
12

13
14 C. DTC Acceptance/Letter of Representations. The Bonds initially shall be
15 held by DTC acting as depository. The City has executed and delivered to DTC a
16 Letter of Representations. Neither the City nor the Bond Registrar shall have any
17 responsibility or obligation to DTC participants or the persons for whom they act as
18 nominees (or any successor depository) with respect to the Bonds in respect of the
19 accuracy of any records maintained by DTC (or any successor depository) or any
20 DTC participant, the payment by DTC (or any successor depository) or any DTC
21 participant of any amount in respect of the principal of or interest on Bonds, any
22 notice which is permitted or required to be given to Registered Owners under this
23 ordinance (except such notices as shall be required to be given by the City to the
24 Bond Registrar or to DTC (or any successor depository)), or any consent given or
25 other action taken by DTC (or any successor depository) as the Registered Owner.
26



1 For so long as any Bonds are held by a depository, DTC or its successor depository
2 or its nominee shall be deemed to be the Registered Owner for all purposes
3 hereunder, and all references herein to the Registered Owners shall mean DTC (or
4 any successor depository) or its nominee and shall not mean the owners of any
5 beneficial interest in such Bonds.
6

7 D. Use of Depository.

8 1. The Bonds shall be registered initially in the name of "Cede & Co.",
9 as nominee of DTC, with one Bond of each series maturing on each of the maturity
10 dates for the Bonds in a denomination corresponding to the total principal therein
11 designated to mature on such date. Registered ownership of such Bonds, or any
12 portions thereof, may not thereafter be transferred except (a) to any successor of
13 DTC or its nominee, provided that any such successor shall be qualified under any
14 applicable laws to provide the service proposed to be provided by it; (b) to any
15 substitute depository appointed by the Finance Director pursuant to subsection 2
16 below or such substitute depository's successor; or (c) to any person as provided in
17 subsection 4 below.
18
19

20 2. Upon the resignation of DTC or its successor (or any substitute
21 depository or its successor) from its functions as depository or a determination by
22 the Finance Director to discontinue the system of book entry transfers through DTC
23 or its successor (or any substitute depository or its successor), the Finance Director
24 may appoint a substitute depository. Any such substitute depository shall be
25 qualified under any applicable laws to provide the services proposed to be provided
26 by it.



1 3. In the case of any transfer pursuant to clause (a) or (b) of
2 subsection 1 above, the Bond Registrar shall, upon receipt of all outstanding
3 Bonds, together with a written request on behalf of the Finance Director, issue a
4 single new Bond for such series for each maturity then outstanding, registered in
5 the name of such successor or such substitute depository, or their nominees, as the
6 case may be, all as specified in such written request of the Finance Director.
7

8 4. In the event that (a) DTC or its successor (or substitute depository
9 or its successor) resigns from its functions as depository, and no substitute
10 depository can be obtained, or (b) the Finance Director determines that it is in the
11 best interest of the Beneficial Owners of the Bonds that such owners be able to
12 obtain physical Bond certificates, the ownership of such Bonds may then be
13 transferred to any person or entity as herein provided, and shall no longer be held
14 by a depository. The Finance Director shall deliver a written request to the Bond
15 Registrar, together with a supply of physical Bonds, to issue Bonds as herein
16 provided in any authorized denomination. Upon receipt by the Bond Registrar of all
17 then outstanding Bonds together with a written request on behalf of the Finance
18 Director to the Bond Registrar, new Bonds of such series shall be issued in the
19 appropriate denominations and registered in the names of such persons as are
20 requested in such written request.
21
22
23

24 E. Registration of Transfer of Ownership or Exchange; Change in
25 Denominations. The transfer of any Bond may be registered and Bonds may be
26 exchanged, but no transfer of any such Bond shall be valid unless it is surrendered
to the Bond Registrar with the assignment form appearing on such Bond duly



1 executed by the Registered Owner or such Registered Owner's duly authorized
2 agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the
3 Bond Registrar shall cancel the surrendered Bond and shall authenticate and
4 deliver, without charge to the Registered Owner or transferee therefor, a new Bond
5 (or Bonds at the option of the new Registered Owner) of the same series, date,
6 maturity, and interest rate and for the same aggregate principal amount in any
7 authorized denomination, naming as Registered Owner the person or persons listed
8 as the assignee on the assignment form appearing on the surrendered Bond, in
9 exchange for such surrendered and cancelled Bond. Any Bond may be
10 surrendered to the Bond Registrar and exchanged, without charge, for an equal
11 aggregate principal amount of Bonds of the same series, date, maturity, and
12 interest rate, in any authorized denomination. The Bond Registrar shall not be
13 obligated to register the transfer of or to exchange any Bond between the Record
14 Date and the next principal payment or redemption date.

15
16
17
18 F. Bond Registrar's Ownership of Bonds. The Bond Registrar may become
19 the Registered Owner of any Bond with the same rights it would have if it were not
20 the Bond Registrar, and to the extent permitted by law, may act as depository for
21 and permit any of its officers or directors to act as a member of, or in any other
22 capacity with respect to, any committee formed to protect the right of the Registered
23 Owners or Beneficial Owners of Bonds.

24
25 G. Place and Medium of Payment. Both principal of and interest on the
26 Bonds shall be payable in lawful money of the United States of America. Interest
on the Bonds shall be calculated on the basis of a year of 360 days and twelve



1 30-day months. For so long as all Bonds are held by a depository, payments of
2 principal thereof and interest thereon shall be made as provided in accordance with
3 the operational arrangements of DTC referred to in the Letter of Representations.

4 In the event that the Bonds are no longer held by a depository, interest on the
5 Bonds shall be paid by check or draft mailed to the Registered Owners at the
6 addresses for such Registered Owners appearing on the Bond Register on the
7 Record Date, or upon the written request of a Registered Owner of more than
8 \$1,000,000 of Bonds (received by the Bond Registrar at least by the Record Date),
9 such payment shall be made by the Bond Registrar by wire transfer to the account
10 within the United States designated by the Registered Owner. Principal of the
11 Bonds shall be payable upon presentation and surrender of such Bonds by the
12 Registered Owners at the designated office of the Bond Registrar.

13
14
15 If any Bond is duly presented for payment and funds have not been provided
16 by the City on the applicable payment date, then interest will continue to accrue
17 thereafter on the unpaid principal thereof at the rate stated on the Bond until the
18 Bond is paid.

19
20 Section 4. Redemption Prior to Maturity and Purchase of Bonds.

21 A. Mandatory Redemption of Term Bonds and Optional Redemption, if any.
22 The Bonds of each series shall be subject to optional redemption on the dates, at
23 the prices, and under the terms set forth in the Bond Purchase Contract. The
24 Bonds of each series shall be subject to mandatory redemption to the extent, if any,
25 set forth in the Bond Purchase Contract.
26



1 B. Purchase of Bonds. The City reserves the right to purchase any of the
2 Bonds offered to it at any time at a price deemed reasonable by the City.

3 C. Selection of Bonds for Redemption. For as long as the Bonds are held in
4 book entry only form, the selection of particular Bonds within a series and maturity
5 to be redeemed shall be made in accordance with the operational arrangements
6 then in effect at DTC. If the Bonds are no longer held by a depository, the selection
7 of such Bonds to be redeemed and the surrender and reissuance thereof, as
8 applicable, shall be made as provided in the following provisions of this
9 subsection C or in the Official Statement. If the City redeems at any one time fewer
10 than all of the Bonds of a series having the same maturity date, the particular
11 Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot
12 (or in such manner determined by the Bond Registrar) in increments of \$5,000. In
13 the case of a Bond of a denomination greater than \$5,000, the City and the Bond
14 Registrar shall treat each Bond as representing such number of separate Bonds
15 each of the denomination of \$5,000 as is obtained by dividing the actual principal
16 amount of such Bond by \$5,000. In the event that only a portion of the principal
17 sum of a Bond is redeemed, upon surrender of such Bond at the designated office
18 of the Bond Registrar there shall be issued to the Registered Owner, without charge
19 therefor, for the then unredeemed balance of the principal sum thereof, at the
20 option of the Registered Owner, a Bond or Bonds of like series, maturity and
21 interest rate in any of the denominations herein authorized. Notwithstanding the
22 foregoing, any Taxable Bonds shall be selected on a pro rata pass through
23 distribution of principal basis.
24
25
26



1 D. Notice of Redemption.

2 1. Official Notice. For so long as the Bonds are held by a depository,
3 notice of redemption shall be given in accordance with the operational
4 arrangements of DTC as then in effect, and neither the City nor the Bond Registrar
5 shall provide any notice of redemption to any beneficial owners. The notice of
6 redemption may be conditional. Unless waived by any owner of Bonds to be
7 redeemed, official notice of any such redemption (which redemption may be
8 conditioned by the Bond Registrar on the receipt of sufficient funds for redemption
9 or otherwise) shall be given by the Bond Registrar on behalf of the City by mailing a
10 copy of an official redemption notice by first class mail at least 20 days and not
11 more than 60 days prior to the date fixed for redemption to the Registered Owner of
12 the Bond or Bonds to be redeemed at the address shown on the Bond Register or
13 at such other address as is furnished in writing by such Registered Owner to the
14 Bond Registrar.
15
16

17 All official notices of redemption shall be dated and shall state:
18

- 19 a. the redemption date,
20 b. the redemption price,
21 c. if fewer than all outstanding Bonds are to be redeemed, the
22 identification by maturity (and, in the case of partial redemption, the respective
23 principal amounts) of the Bonds to be redeemed,
24 d. any conditions to redemption, and
25
26



1 e. the place where such Bonds are to be surrendered for
2 payment of the redemption price, which place of payment shall be the principal
3 office of the Bond Registrar.

4 On or prior to any optional redemption date, unless any condition to such
5 redemption has not been satisfied or waived, or notice of such redemption has
6 been rescinded or revoked, the City shall deposit with the Bond Registrar an
7 amount of money sufficient to pay the redemption price of all the Bonds or portions
8 of Bonds which are to be redeemed on that date. The City retains the right to
9 rescind any optional redemption notice and the related optional redemption of
10 Bonds by giving notice of rescission to the affected registered owners at any time
11 on or prior to the scheduled redemption date. Any notice of optional redemption
12 that is so rescinded shall be of no effect, and the Bonds for which the notice of
13 optional redemption has been rescinded shall remain outstanding.

14 2. Effect of Notice; Bonds Due. If notice of redemption has been
15 given and not rescinded or revoked, or if the conditions set forth in a conditional
16 notice of redemption have been satisfied or waived, the Bonds or portions of Bonds
17 to be redeemed shall, on the redemption date, become due and payable at the
18 redemption price therein specified, and if the Bond Registrar then holds sufficient
19 funds to pay such Bonds at the redemption price, then from and after such date
20 such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of
21 such Bonds for redemption in accordance with said notice, such Bonds shall be
22 paid by the Bond Registrar at the redemption price. Installments of interest due on
23 or prior to the redemption date shall be payable as herein provided for payment of
24
25
26



1 interest. All Bonds which have been redeemed shall be canceled by the Bond
2 Registrar and shall not be reissued.

3 3. Additional Notice. In addition to the foregoing notice, further notice
4 shall be given by the City as set out below, but no defect in said further notice nor
5 any failure to give all or any portion of such further notice shall in any manner
6 defeat the effectiveness of a call for redemption if notice thereof is given as above-
7 prescribed. Each further notice of redemption given hereunder shall contain the
8 information required above for an official notice of redemption plus (a) the CUSIP
9 numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as
10 originally issued; (c) the rate of interest borne by each Bond being redeemed;
11 (d) the maturity date of each Bond being redeemed; and (e) any other descriptive
12 information needed to identify accurately the Bonds being redeemed. Each further
13 notice of redemption may be sent at least 20 days before the redemption date to
14 each party entitled to receive notice pursuant to Section 13 and with such additional
15 information as the City shall deem appropriate, but such mailings shall not be a
16 condition precedent to the redemption of such Bonds.

17
18
19
20 4. Amendment of Notice Provisions. The foregoing notice provisions of this
21 Section 4, including, but not limited to, the information to be included in redemption
22 notices and the persons designated to receive notices, may be amended by
23 additions, deletions, and changes in order to maintain compliance with duly
24 promulgated regulations and recommendations regarding notices of redemption of
25 municipal securities.
26



1 Section 5. Form of Bonds. The Bonds shall be in substantially the form set
2 forth in Exhibit "A," which is incorporated herein by this reference, with such
3 changes thereto as may be approved by a Designated Representative, consistent
4 with the provisions of Section 11 hereof.

5
6 Section 6. Execution of Bonds. The Bonds shall be executed on behalf of
7 the City with the manual or facsimile signatures of the Mayor and City Clerk and the
8 seal of the City shall be impressed, imprinted, or otherwise reproduced thereon.

9 Only such Bonds as shall bear thereon a Certificate of Authentication in the
10 form provided herein, manually executed by the Bond Registrar, shall be valid or
11 obligatory for any purpose or entitled to the benefits of this ordinance. Such
12 Certificate of Authentication shall be conclusive evidence that the Bonds so
13 authenticated have been duly executed, authenticated, and delivered hereunder
14 and are entitled to the benefits of this ordinance.

15
16 In case either of the officers who shall have executed the Bonds shall cease
17 to be an officer or officers of the City before the Bonds so signed shall have been
18 authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds
19 may nevertheless be authenticated, delivered, and issued and upon such
20 authentication, delivery, and issuance, shall be as binding upon the City as though
21 those who signed the same had continued to be such officers of the City. Any Bond
22 may be signed and attested on behalf of the City by such persons who at the date
23 of the actual execution of such Bond, are the proper officers of the City, although at
24 the original date of such Bond any such person shall not have been such officer of
25 the City.
26



1 Section 7. Application of Bond Proceeds; Refunding Plan

2 A. General. For the purpose of realizing an overall debt service savings, the
3 City proposes to defease and refund the Refunded Bonds as set forth herein. If a
4 Designated Representative determines that it is in the best interest of the City to
5 proceed with the refunding authorized herein, a Designated Representative shall
6 designate all or a portion of the 2013 Bonds as Refunded Bonds and such
7 designation shall be set forth in the Bond Purchase Contract.
8

9 Each Designated Representative is hereby authorized to select the
10 Refunded Bonds from the 2013 Bonds, to establish the Call Date for the Refunded
11 Bonds, to provide or cause to be provided the notices of redemption of the
12 Refunded Bonds in accordance with the applicable provisions of the 2013 Bond
13 Ordinance authorizing the issuance of the Refunded Bonds, and to take any action
14 as determined to be necessary and in the best interest of the City to refund the
15 Refunded Bonds.
16

17 B. Refunding Plan. Net proceeds of the Bonds and other available funds of
18 the City, if any, shall be deposited with the City and/or into an escrow fund or
19 account (the "Escrow Fund") held by the Escrow Agent pursuant to the Escrow
20 Agreement. Such proceeds and funds shall be held uninvested or invested in
21 certain Government Obligations, the principal of and interest on which shall be
22 used, together with funds deposited with the Escrow Agent as cash, to defease and
23 pay the redemption price of the Refunded Bonds on the applicable Call Date, and
24 interest on and before such date. Acquired Obligations, if any, shall be purchased
25 at a yield not greater than the yield permitted by the Code and regulations relating
26



1 to acquired obligations in connection with refunding bond issues.

2 C. Costs of Issuance; Remaining Proceeds. The remaining proceeds of each
3 series of Bonds shall be transferred to the Escrow Agent or deposited with the City
4 and used to pay costs of issuance of the Bonds as set forth in the closing
5 memorandum prepared in connection with the issuance of the Bonds.
6

7 Any part of the proceeds of the Bonds remaining after disbursements are
8 made pursuant to this section may be transferred to the Debt Service Fund.

9 D. Escrow Agent/Escrow Agreement. Each Designated Representative is
10 hereby authorized to select an Escrow Agent. The proceeds of the Bonds
11 remaining after acquisition of the Acquired Obligations and provision for the
12 necessary cash balance as provided in this section shall be utilized to pay
13 expenses of the acquisition and safekeeping of the Acquired Obligations and
14 expenses of the issuance of the Bonds.
15

16 In order to carry out the purposes of this Section 7, each Designated
17 Representative is authorized and directed to execute and deliver to the Escrow
18 Agent an Escrow Agreement.
19

20 E. Call for Redemption of Refunded Bonds. If a Designated Representative
21 determines to proceed with refunding the Refunded Bonds, the City hereby
22 authorizes the Designated Representative to call the Refunded Bonds for
23 redemption pursuant to the terms of the 2013 Bond Ordinance. Said call for
24 redemption of the Refunded Bonds shall be irrevocable after the issuance of the
25 applicable series of Bonds and delivery of proceeds of such Bonds and/or the
26 Acquired Obligations to the City and the Escrow Agent. The Designated



1 Representatives and the Escrow Agent are hereby authorized and directed to
2 provide for the giving of notices of the redemption in accordance with the provisions
3 of the 2013 Bond Ordinance. The costs of publication of such notices shall be an
4 expense of the City.
5

6 Section 8. Debt Service Fund and Provision for Tax Levy Payments. The City
7 hereby authorizes the creation of a fund or account to be used for the payment of
8 debt service on the Bonds (the "Debt Service Fund"). No later than the date each
9 payment of principal of or interest on the Bonds becomes due, the City shall
10 transmit sufficient funds, from the Debt Service Fund or from other legally available
11 sources, including but not limited to Lodging Taxes described below, to the Bond
12 Registrar for the payment of such principal or interest. Money in the Debt Service
13 Fund may be invested in legal investments for City funds, but only to the extent that
14 the same are acquired, valued, and disposed of at Fair Market Value. Any interest
15 or profit from the investment of such money shall be deposited in the Debt Service
16 Fund.
17
18

19 The City hereby irrevocably covenants and agrees for as long as any of the
20 Bonds are outstanding and unpaid that each year it will include in its budget and
21 levy an *ad valorem* tax upon all the property within the City subject to taxation in an
22 amount that will be sufficient, together with all other revenues and money of the City
23 legally available for such purposes, to pay the principal of and interest on the Bonds
24 when due. The City hereby irrevocably pledges that the annual tax provided for
25 herein to be levied for the payment of such principal and interest shall be within and
26 as a part of the tax levy permitted to cities without a vote of the people, and that a



1 sufficient portion of each annual levy to be levied and collected by the City prior to
2 the full payment of the principal of and interest on the Bonds will be and is hereby
3 irrevocably set aside, pledged, and appropriated for the payment of the principal of
4 and interest on the Bonds. The full faith, credit, and resources of the City are
5 hereby irrevocably pledged for the annual levy and collection of said taxes and for
6 the prompt payment of the principal of and interest on the Bonds when due.
7

8 The City further pledges Lodging Taxes to the payment of principal of and
9 interest of the portion of the Bonds issued to refinance Tourism-Related Facilities
10 and the City covenants to levy the Lodging Taxes at the maximum rate permitted by
11 law so long as the Bonds remain outstanding. The full faith, credit, and resources
12 of the City are hereby irrevocably pledged for the annual levy and collection of such
13 taxes and for the prompt payment of the principal of and interest on such portion of
14 the Bonds when due.
15

16 Section 9. Defeasance. In the event that the City, to effect the payment,
17 retirement, or redemption of any Bond, sets aside in the Debt Service Fund or in
18 another special account, cash or noncallable Government Obligations, or any
19 combination of cash and/or noncallable Government Obligations, in amounts and
20 maturities which, together with the known earned income therefrom, are sufficient to
21 redeem or pay and retire such Bond in accordance with its terms and to pay when
22 due the interest and redemption premium, if any, thereon, and such cash and/or
23 noncallable Government Obligations are irrevocably set aside and pledged for such
24 purpose, then no further payments need be made into the Debt Service Fund for
25 the payment of the principal of and interest on such Bond. The owner of a Bond so
26



1 provided for shall cease to be entitled to any benefit or security of this ordinance
2 except the right to receive payment of principal, premium, if any, and interest from
3 the Debt Service Fund or such special account, and such Bond shall be deemed to
4 be not outstanding under this ordinance.

5
6 The City shall give written notice of defeasance to the Registered Owner(s)
7 of the Bonds and to each party entitled to receive notice in accordance with the
8 Continuing Disclosure Certificate.

9
10 Section 10. Tax Covenants. The City will take all actions necessary to
11 assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of
12 the owners of the Tax-Exempt Bonds to the same extent as such interest is
13 permitted to be excluded from gross income under the Code as in effect on the date
14 of issuance of the Tax-Exempt Bonds, including, but not limited to, the following:

15 A. Private Activity Bond Limitation. The City will assure that the proceeds of
16 the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to
17 satisfy the private business tests of Section 141(b) of the Code or the private loan
18 financing test of Section 141(c) of the Code.

19
20 B. Limitations on Disposition of Projects. The City will not sell or otherwise
21 transfer or dispose of (i) any personal property components of the Projects other
22 than in the ordinary course of an established government program under Treasury
23 Regulation § 1.141-2(d)(4) or (ii) any real property components of the Projects,
24 unless it has received an opinion of Bond Counsel to the effect that such disposition
25 will not adversely affect the treatment of interest on the Tax-Exempt Bonds as
26 excludable from gross income for federal income tax purposes.



1 C. Federal Guarantee Prohibition. The City will not take any action or permit
2 or suffer any action to be taken if the result of such action would be to cause any of
3 the Tax-Exempt Bonds to be "federally guaranteed" within the meaning of Section
4 149(b) of the Code.

5
6 D. Rebate Requirement. The City will take any and all actions necessary to
7 assure compliance with Section 148(f) of the Code, relating to the rebate of excess
8 investment earnings, if any, to the federal government, to the extent that such
9 section is applicable to the Tax-Exempt Bonds.

10
11 E. No Arbitrage. The City will not take, or permit or suffer to be taken, any
12 action with respect to the proceeds of the Tax-Exempt Bonds which, if such action
13 had been reasonably expected to have been taken, or had been deliberately and
14 intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have
15 caused the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of
16 Section 148 of the Code.

17
18 F. Registration Covenant. The City will maintain a system for recording the
19 ownership of each Tax-Exempt Bond that complies with the provisions of
20 Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and
21 canceled.

22
23 G. Record Retention. The City will retain its records of all accounting and
24 monitoring it carries out with respect to the Tax-Exempt Bonds for at least three
25 years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier);
26 however, if the Tax-Exempt Bonds are redeemed and refunded, the City will retain



1 its records of accounting and monitoring at least three years after the earlier of the
2 maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

3 H. Compliance with Federal Tax Certificate. The City will comply with the
4 provisions of the Federal Tax Certificates with respect to the Tax-Exempt Bonds,
5 which are incorporated herein as if fully set forth herein. In the event of any conflict
6 between this section and the Federal Tax Certificate, the provisions of the Federal
7 Tax Certificate will prevail.
8

9 The covenants of this section will survive payment in full or defeasance of
10 the Tax-Exempt Bonds.
11

12 Section 11. Sale of Bonds

13 A. Bond Sale. The Bonds of each series shall be sold by negotiated public
14 sale to the Underwriter pursuant to the terms of the Bond Purchase Contract. The
15 Council has determined that it would be in the best interest of the City to delegate to
16 the Designated Representatives, for a limited time, the authority (1) to select the
17 Refunded Bonds from the 2013 Bonds; (2) to authorize the Bonds to be issued in
18 one or more series; (3) to designate each series of Bonds as Tax-Exempt Bonds or
19 Taxable Bonds; and (4) to approve the final interest rates, maturity dates,
20 redemption terms and principal maturities for each series of Bonds.
21

22 B. Sale Parameters. Subject to the terms and conditions set forth in this
23 Section 11, each Designated Representative is hereby authorized (1) to select the
24 Refunded Bonds from the 2013 Bonds; (2) to authorize the Bonds to be issued in
25 one or more series; (3) to designate each series of Bonds as Tax-Exempt Bonds or
26 Taxable Bonds; (4) to approve the final interest rates, maturity dates, redemption



1 terms and principal maturities for each series of Bonds; and (5) to agree to any
2 other terms of the Bonds that are in the best interest of the City and necessary to
3 facilitate the refunding of the Refunded Bonds as provided in this ordinance so long
4 as:

5
6 1. the aggregate principal (face) amount of all Bonds issued pursuant
7 to this ordinance does not exceed \$32,000,000;

8 2. the final maturity date for the Bonds is no later than December 1,
9 2034;

10 3. the aggregate purchase price for each series of Bonds shall not be
11 less than 95 percent of the aggregate stated principal amount of the Bonds,
12 excluding any original issue discount, and not greater than 140 percent;

13 4. the true interest cost for all Tax-Exempt Bonds (in the aggregate)
14 does not exceed 4.00 percent;

15 5. the true interest cost for all Taxable Bonds (in the aggregate) does
16 not exceed 4.00 percent;

17 6. the Bonds are sold for a price that results in total net present value
18 debt service savings over all of the Refunded Bonds (in the aggregate) of at least
19 3.00 percent, and

20 7. the Bonds conform to all other terms of this ordinance.

21
22 Subject to the terms and conditions set forth in this section, each Designated
23 Representative is hereby authorized to execute one or more Bond Purchase
24 Contracts. Following the execution of a Bond Purchase Contract, a Designated
25 Representative shall provide a report to the Council describing the final terms of the
26



1 Bonds approved pursuant to the authority delegated in this section. The authority
2 granted to the Designated Representatives by this Section 11 shall expire July 1,
3 2024. If a Bond Purchase Contract for the Bonds has not been executed by July 1,
4 2024, the authorization for the issuance of the Bonds shall be rescinded, and the
5 Bonds shall not be issued nor their sale approved unless such Bonds are
6 reauthorized by ordinance of the Council. The ordinance reauthorizing the
7 issuance and sale of such Bonds may be in the form of a new ordinance repealing
8 this ordinance in whole or in part, or may be in the form of an amendatory
9 ordinance approving a Bond Purchase Contract or establishing terms and
10 conditions for the authority delegated under this Section 11.
11
12

13 C. Delivery of Bonds; Documentation. Following the passage and approval
14 of this ordinance, the proper officials of the City, including the Finance Director,
15 Treasurer, City Manager, Assistant Finance Director/Controller, and City Clerk, are
16 authorized and directed to undertake all action necessary for the prompt execution
17 and delivery of the Bonds to the Underwriter and further to execute all closing
18 certificates and documents required to effect the closing and delivery of the Bonds
19 in accordance with the terms of this ordinance and the Bond Purchase Contract.
20 Such documents may include, but are not limited to, documents related to a
21 municipal bond insurance policy delivered by an insurer to insure the payment
22 when due of the principal of and interest on all or a portion of the Bonds as provided
23 therein, if such insurance is determined by a Designated Representative to be in
24 the best interest of the City.
25
26



1 Section 12. Approval of Official Statement. Each Designated
2 Representative is hereby authorized to deem final the preliminary Official Statement
3 relating to a series of Bonds for the purposes of the Rule. Each Designated
4 Representative is further authorized to approve for purposes of the Rule, on behalf
5 of the City, the final Official Statement relating to the issuance and sale of a series
6 of Bonds and the distribution of the final Official Statement pursuant thereto with
7 such changes, if any, as may be deemed by such individual to be appropriate.
8

9 Section 13. Ongoing Disclosure. The City covenants to execute and deliver
10 at the time of Closing of a series of Bonds a Continuing Disclosure Certificate
11 consistent with the Rule. Each Designated Representative is hereby authorized to
12 execute and deliver a Continuing Disclosure Certificate upon the issuance, delivery,
13 and sale of a series of Bonds with such terms and provisions as such officer shall
14 deem appropriate and in the best interests of the City.
15

16 Section 14. Lost or Destroyed Bonds. In case any Bonds shall be lost,
17 stolen, or destroyed, the Bond Registrar may authenticate and deliver a new Bond
18 or Bonds of like series, amount, date, tenor, and effect to the owner thereof upon
19 the owner paying the expenses and charges of the City in connection therewith and
20 upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that
21 such Bond(s) were actually lost, stolen, or destroyed and of ownership thereof, and
22 upon furnishing the City with indemnity satisfactory to both.
23
24

25 Section 15. Severability; Ratification. If any one or more of the covenants or
26 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



1 covenant or covenants, agreement or agreements, shall be null and void and shall
2 be deemed separable from the remaining covenants and agreements of this
3 ordinance and shall in no way affect the validity of the other provisions of this
4 ordinance or of the Bonds. All acts taken pursuant to the authority granted in this
5 ordinance but prior to its effective date are hereby ratified and confirmed.
6

7 Section 16. Corrections by Clerk. Upon approval of the City Attorney and
8 Bond Counsel, the City Clerk is hereby authorized to make necessary corrections to
9 this ordinance, including, but not limited to, the correction of clerical errors;
10 references to other local, state or federal laws, codes, rules, or regulations;
11 ordinance numbering and section/subsection numbering; and other similar
12 necessary corrections.
13

14 Section 17. Effective Date. This ordinance shall take effect and be in force
15 10 days after its passage, approval, and publication as required by law.
16

17 Passed: _____
18

19 _____
Mayor

20 Attest:
21 _____
City Clerk

22
23 Approved as to form and legality:

24 Pacifica Law Group LLP
25 Bond Counsel to the City of Tacoma
26

By _____



EXHIBIT "A"

Form of Bond

[DTC Language]

UNITED STATES OF AMERICA

No. _____

\$ _____

STATE OF WASHINGTON

CITY OF TACOMA

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2023 [(TAXABLE)]

INTEREST RATE: % MATURITY DATE: CUSIP NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Tacoma, Washington, a municipal corporation 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, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest from _____, 20____, or the most recent date to which interest has been paid or duly provided for, until payment of this bond at the Interest Rate set forth above, payable on _____, 20____, and semiannually thereafter on the first days of each succeeding ____ and _____. Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC.

This bond is one of an authorized issue of bonds of like series, date and tenor, except as to number, amount, rate of interest, date of maturity and rights of redemption, in the aggregate principal amount of \$_____, and is issued pursuant to Ordinance No. _____ passed by the Council on _____, 2023 (the "Bond Ordinance") to provide funds necessary (a) to refund certain general obligations of the City, and (b) to pay costs of issuance and costs related to the administration of the refunding. Capitalized terms used in this bond and not otherwise defined shall have the meanings given them in the Bond Ordinance.

The bonds of this issue are subject to redemption at the option of the City as provided in the Bond Ordinance and Bond Purchase Contract.

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



1 of the tax levy permitted to the City without a vote of the electorate, upon all the
2 property subject to taxation in amounts sufficient, together with other money legally
3 available therefor, to pay the principal of and interest on this bond as the same shall
4 become due. Lodging Taxes are also pledged to the payment of the bonds of this
5 issue, as set forth in the Bond Ordinance. The full faith, credit and resources of the
6 City are hereby irrevocably pledged for the annual levy and collection of such taxes
7 and the prompt payment of such principal and interest.

8
9 The bonds of this issue are not "private activity bonds" as such term is defined
10 in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this
11 issue have not been designated by the City as "qualified tax exempt obligations" for
12 investment by financial institutions under Section 265(b) of the Code.

13
14 The pledge of tax levies for payment of principal of and interest on the bonds
15 may be discharged prior to maturity of the bonds by making provision for the
16 payment thereof on the terms and conditions set forth in the Bond Ordinance.

17
18 It is hereby certified that all acts, conditions and things required by the
19 Constitution and statutes of the State of Washington to exist and to have happened,
20 been done and performed precedent to and in the issuance of this bond exist and
21 have happened, been done and performed and that the issuance of this bond and
22 the bonds of this issue does not violate any constitutional, statutory or other limitation
23 upon the amount of bonded indebtedness that the City may incur.

24
25 This bond shall not be valid or become obligatory for any purpose or be
26 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.



1 IN WITNESS WHEREOF, the City of Tacoma, Washington, has caused this
2 bond to be signed with the manual or facsimile signature of the Mayor and attested
3 by the manual or facsimile signature of the City Clerk, and the seal of the City to be
impressed or a facsimile thereof to be imprinted hereon, as of this _____ day of
_____, 2023.

4
5 [SEAL]

6 CITY OF TACOMA, WASHINGTON

7 By _____
8 Mayor

9 ATTEST:

10 _____
11 /s/ manual or facsimile
City Clerk

12 The Bond Registrar's Certificate of Authentication on the Bonds shall be in
13 substantially the following form:
14

15 CERTIFICATE OF AUTHENTICATION

16 This bond is one of the bonds described in the within-mentioned Bond Ordinance
17 and is one of the Limited Tax General Obligation Refunding Bonds, 2023, of the City
18 of Tacoma, Washington, dated _____, 2023.

19 WASHINGTON STATE FISCAL AGENT, as
20 Bond Registrar

21 By _____
22
23
24
25
26



CLERK'S CERTIFICATE

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

1. That the attached is a true and correct copy of Ordinance No. ____
(the "Ordinance") of the City, duly passed at a regular meeting of the City Council
(the "Council") of the City held on June ____, 2023.

2. That said meeting was duly convened and held in all respects in
accordance with law, and to the extent required by law; that 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 ____ day of
June, 2023.

City Clerk
City of Tacoma, Washington



ORDINANCE NO. 28891

1 AN ORDINANCE relating to public transportation; amending Ordinance
2 No. 26749, as amended by Ordinance No. 28419, by amending Section
3 thereof, and adding Exhibits “E” and “F”, to establish rights, duties and
4 responsibilities related to maintenance, repair or replacement of that
5 portion of a 24-inch stormwater main that will be located under the Link
6 Light Rail Expansion Project Overhead Contact System within Stadium
7 Way.

8 WHEREAS, on January 2, 2001, the City Council passed Ordinance
9 No. 26749, granting the Central Puget Sound Regional Transit Authority, d/b/a
10 “Sound Transit,” a Right of Use Agreement (“Right of Use”), to operate,
11 maintain and own a passenger rail system to provide passenger transportation
12 in the City within and along the Right-of-Way Area and upon the terms and
13 conditions set forth therein, and

14 WHEREAS, on April 11, 2017, the City Council passed Ordinance
15 No. 28419 amending Ordinance No. 26749, and providing for the expansion of
16 the Right-of-Way Area to include the proposed location of the Hilltop Tacoma
17 Link Light Rail Expansion (the “HTLE Project”) and amendments related
18 thereto, and

19 WHEREAS in 2012, the City rebuilt Stadium Way and relocated a
20 24-inch stormwater main to the center of Stadium Way to alleviate the potential
21 for conflict with the proposed Overhead Contact System (“OCS”) (that part of
22 the traction power system the delivers electrical power to non-self-powered
23 electric vehicles) for the HTLE Project, and

24 WHEREAS, after considerable design effort, Sound Transit determined
25 that the steep slope and narrow roadway in the area of Stadium Way between
26



4th Street and Division Avenue, created considerable structural and cost issues associating with locating the foundation and supports for the OCS on the side of the roadway, and

WHEREAS, Sound Transit, based on the criteria of minimizing disruption to Stadium Way, minimizing interference with view property, and being good stewards of taxpayer funds, proposed that seven OCS poles be located at the center of Stadium Way, south of Division Avenue, for approximately 600 feet, to be held up by a shallow spread footing (approximately three feet deep and ranging from 8.5 feet by 8.5 feet to 15 feet by 15 feet), and

WHEREAS the recommended seven OCS poles together with the shallow spread footing for each pole, the aerial feeders and other related equipment and assemblies have been located over the top of the City's new 24-inch stormwater main, and

WHEREAS the City and Sound Transit acknowledge and agree that the placement of the OCS above the 24-inch stormwater main will interfere with, impede, and increase the cost of, access to the stormwater main for purposes of planned and unplanned maintenance, repair and future replacement, and that such maintenance, repair and future replacement work has the potential to interfere with light rail operations in the event that the OCS must be temporarily removed and/or relocated to accommodate such work, and

WHEREAS it is necessary to amend the Right of Use to allocate rights, duties and responsibilities of the City and Sound Transit with regard to planned and unplanned work to maintain, repair or replace that portion of the



stormwater main within the area impacted by the center location of the OCS,
and

WHEREAS the City Council finds that it is in the best interest of the public health, safety and welfare to approve this ordinance amending No. 26749, as amended by City Ordinance No. 28419, subject to it being effective only upon its acceptance by Sound Transit; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That the table of contents and Section 3 of Ordinance No. 26749, as amended by Ordinance No. 28419, are hereby amended as set forth in the attached Exhibit "A".

Section 2. That Exhibit "D" (Sound Transit Link Light Rail Levels of Service) to Ordinance No. 26749 as amended by Ordinance No. 28419, is hereby replaced in its entirety with a new Exhibit "D," as set forth in the attached Exhibit "B."

Section 3. That Ordinance No. 26749, as amended by Ordinance No. 28419, is amended by the addition of New Exhibit "E" (Conflict Area) which Exhibit is set forth in Exhibit "C" attached hereto.

Section 4. That Ordinance No. 26749, as amended by Ordinance No. 28419, is amended by the addition of New Exhibit "F" (OCS Alteration/Relocation Procedure) which Exhibit is set forth in Exhibit "D" attached hereto.

Section 5. That Sound Transit shall within 30 days after the date of passage of this ordinance, execute and return to the City three original



countersigned copies of the Right of Use as amended pursuant to this
1 Ordinance, and a signed acceptance in the form attached hereto as Exhibit "E".

2 In accepting the Right of Use as amended, Sound Transit warrants that it has
3 carefully read the terms and conditions thereof and unconditionally accepts all
4 of the terms and conditions thereof and agrees to abide by the same and
5 acknowledges that it has relied upon its own investigation of all relevant facts,
6 that it has had the assistance of counsel, that it was not induced to accept the
7 terms and conditions of the Right of Use as amended, and that the Right of Use
8 as amended represents the entire agreement between Sound Transit and the
9 City. The rights, duties and obligations granted herein shall not become
10 effective until the signed acceptance is received by the City in acceptable form.
11

12 Section 6. This ordinance and the rights, duties and obligations herein,
13 shall be effective 30 days following publication; provided that,
14
15
16
17
18
19
20
21
22
23
24
25
26



1 this ordinance shall have no force and effect in the event that Sound Transit
2 does not comply with Section 5 of this Ordinance.

3 Passed _____

4
5 _____
6 Mayor

7 Attest:

8 _____
9 City Clerk

10 Approved as to form:

11 _____
12 Deputy City Attorney
13
14
15
16
17
18
19
20
21
22
23
24
25
26



EXHIBIT "A"

(Amendments to Ordinance No. 26749, as amended by Ordinance No. 28419)

* * *

TABLE OF CONTENTS

	<u>Page</u>
Section 1. DEFINITIONS	4
Section 2. GRANT OF RIGHTS BY THE CITY	7
Section 3. STADIUM WAY STORMWATER MAIN	10
Section 4. PAYMENT	10
Section 5. CONSTRUCTION	10
Section 6. PERMITS	15
Section 7. ENTRY NOTICE	15
Section 8. OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS-OF-WAY	16
Section 9. DISPATCHING AND LEVEL OF SERVICE	19
Section 10. FACILITY LOCATION SIGNS	19
Section 11. THIRD PARTY RIGHT-OF-WAY AREA OWNERSHIP	19
Section 12. CONVEYANCE OF RIGHT-OF-WAY AREA	20
Section 13. LIABILITY; INDEMNIFICATION	21
Section 14. INSURANCE	22
Section 15. LIENS	26
Section 16. TERM; TERMINATION	26
Section 17. REMEDIES AT LAW	26
Section 18. RIGHT TO PURCHASE	27
Section 19. REVOCATION OF RIGHT OF USE	29
Section 20. RIGHT TO REQUIRE REMOVAL OF PROPERTY/RIGHT TO REMOVE PROPERTY	30
Section 21. COVENANTS AND WARRANTIES	32



Section 22.	RECORDINGS, TAXES, AND OTHER CHARGES	32
Section 23.	ASSIGNABILITY; BENEFICIARY	33
Section 24.	NOTICES	34
Section 25.	MISCELLANEOUS	34
Section 26.	LEGAL FORUM	35
Section 27.	INTERPRETATION	36
Section 28.	BILLING PROCEDURES	36
Section 29.	SEVERABILITY	36
Section 30.	EXECUTION	37

* * *

Section 3. STADIUM WAY STORMWATER MAIN

A. Overhead Contact System (OCS) Defined. The terms “Overhead Contact System” and “OCS” shall mean and refer to that part of the traction power system that delivers electrical power to non-self-powered electric vehicles, inclusive of the supports, foundations, aerial feeders and other related equipment and assemblies.

B. Background. In 2012 the City commenced work to make improvements to Stadium Way that included the relocation of a 24-inch stormwater main to the center of Stadium Way to minimize the potential for conflict with the proposed OCS for the Hilltop Tacoma Link Expansion. After considerable design effort, Sound Transit determined that the steep slope and narrow roadway in the area of Stadium Way between 4th street and Division Avenue, created significant structural and economic impediments to locating the foundation and supports for the OCS on the side of the roadway. To alleviate the structural and economic impediments to the Hilltop Tacoma Link Expansion project, Sound Transit proposed that seven OCS poles be located at the center of Stadium Way, south of Division Avenue, for approximately 600 feet, to be held up by a shallow spread footing (approx. 3’ deep and ranging from 8.5’x8.5’ to 15’x15’) located above the City’s new 24-inch stormwater main. The City and Sound Transit acknowledge and agree that the proposed placement of the OCS above the 24-inch stormwater main will interfere with, impede, and increase the cost of, access to the stormwater main for purposes of planned or un-planned maintenance, repair and future replacement, and that such maintenance, repair and future replacement work has the potential to interfere with light rail



operations in the event that the OCS must be temporarily removed and/or relocated to accommodate such work.

- C. Purpose. The purpose of this Section 3 is to allocate the rights, duties and responsibilities of the City and Sound Transit with regard to planned and un-planned work to maintain, repair or replace that portion of the stormwater main within the area of Stadium Way impacted by the location of the OCS above the 24-inch stormwater main.
- D. Conflict Area. The provisions of this Section 3 of the Agreement are specific to the Conflict Area as described below. Attached hereto and incorporated herein by this reference is Exhibit "E" to the ROU depicting the proposed location within Stadium Way where the OCS will be located above the 24-inch stormwater main (the "Conflict Area"). Upon completion of the Hilltop Tacoma Link Expansion and submittal of Record Drawings by Sound Transit as provided in Section 5.E of this Agreement, Exhibit "E" may be amended to reflect any changes to the Conflict Area.
- E. Coordination. In the event that the City determines, in its sole discretion, that it is reasonably necessary to require alteration to, or relocation of, the OCS located within the Conflict Area to accommodate a public improvement project, the City and Sound Transit agree to comply with and be bound by the OCS alteration/Relocation Procedures attached hereto and incorporated herein by this reference as Exhibit "F" to the ROU; provided that, in the event of an Emergency within the Conflict Area, the City shall have authority to take all actions that it determines to be reasonable and necessary to abate the emergency and permanently restore functionality of the City's infrastructure that gave rise to the emergency.
- F. Emergency. In the event of a public emergency in the Conflict Area that, in the sole and reasonable judgment of the City, requires emergency repair to the 24-inch stormwater main, Sound Transit will, upon request of the City, immediately de-energize the OCS and remove the OCS to allow such repairs to be performed. Sound Transit agrees that it will follow lock out tag out procedures so as not re-energize the OCS until the City has given its approval, which approval will not be unreasonably withheld or delayed. Once the OCS is de-energized, the City may, in its sole and reasonable judgment, direct Sound Transit to immediately remove all components of the OCS as necessary in order to complete the repair. If Sound Transit is unable to take action to immediately remove the OCS for the City and the City is required to remove it, Sound Transit will reimburse the City for the costs of removal and also bear the cost for reinstallation of the OCS.



1 Sound Transit agrees that it shall cooperate with the City in responding
2 to the emergency and shall be responsible for replacement of the OCS
3 upon the City's completion of the work performed in response to the
4 emergency. The City shall, upon request of Sound Transit, consult with
5 Sound Transit regarding the permanent repair of the City's infrastructure
6 and give Sound Transit an opportunity to provide feedback and propose
7 alternative solutions. The City shall allow a reasonable time, as
8 determined by the City, for Sound Transit to provide feedback. If Sound
9 Transit proposes an alternative solution for the permanent repair, it will
10 be responsible for the increased costs incurred by the City for
11 consideration of the alternative; provided that Sound Transit will not need
12 to compensate the City for its review of the proposed alternative, if the
13 City chooses to implement the alternative proposed by Sound Transit.

14 G. Release and Hold Harmless. Sound Transit does hereby release and
15 hold harmless the City, its officials (elected or appointed), employees,
16 and agents harmless from and against any and all claims, demands, or
17 causes of action of whatsoever kind or nature, and the resulting losses,
18 costs, expenses, reasonable attorneys' fees, liabilities, damages, orders,
19 judgments, or decrees arising out of any disruption to or delay of
20 operation of the Passenger Rail System resulting from the City's exercise
21 of its rights under this Section 3.

22 * * *



EXHIBIT "B"

(New Exhibit "D" to Right of Use)

Sound Transit Link Light Rail

Levels of Service

Following are the minimum and maximum normal levels of service approved for the Tacoma segment of the Link light rail system: (Subject to change with special events and extended service requests)

Minimum Level of Service:

Monday through Friday – Trains shall operate a minimum of 14 hours per day, with no greater than 12-minute headways between trains during peak hours and with no greater than 24-minute headways between trains during off peak hours.

Saturday – Trains shall operate a minimum of 14 hours per day, with no greater than 12-minute headways between trains.

Sunday – Trains shall operate a minimum of 9 hours per day, with no greater than 24-minute headways between trains.

Maximum Level of Service:

Trains shall never operate more frequently than five-minute headways between trains.



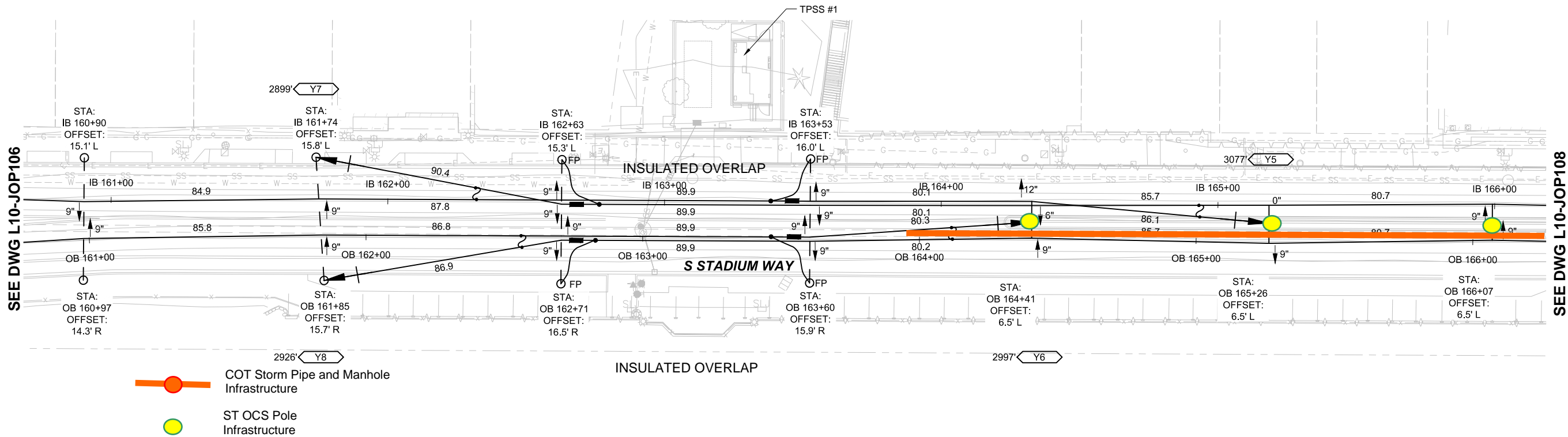
EXHIBIT "C"

(New Exhibit "E" to Ordinance No. 26749, as amended by Ordinance No. 28419)

(Depiction of Conflict Area)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

INBOUND TRACK													
STRUCTURE NUMBER	STATION	POLE USE	POLE TYPE	POLE OFFSET	REFERENCE TRACK	WIRE RUN NUMBER	MW/CW HT. (FT.-IN.)	TERMINATION HT. (FT.-IN.)	SUPPORT TYPE	REGISTRATION ASSEMBLY	POLE BRACKET	MISC. ASSEMBLY	REMARKS
T16-012	161+74		PS-526	15.8' L	INBOUND	Y05	19' 6"	21' 3"	SEE BELOW	HR-1L	BT-02 (2)	FT-01, JC-01	WIRE TERMINATION
T16-014	162+63		PF-530	15.3' L	INBOUND	Y05	19' 6"		SEE BELOW	HR-1M	BT-02 (2)	SI-02	FEEDER POLE
T16-016	163+53		PF-530	16.0' L	INBOUND	Y07	20' 3"			HR-1H		SI-02, FC-01, SA-01	FEEDER POLE
						Y05	20' 3"			HR-1L		SA-01, FC-01	
T16-017	164+41		SEE BELOW	SEE BELOW	OUTBOUND	Y05	20' 3"			SCA-04HA	BT-01	JC-01	
						Y07	19' 6"						
T16-018	165+26		SEE BELOW	SEE BELOW	OUTBOUND	Y07	19' 6"	21' 0"		SCA-01L	BT-01	FT-01, BT-02	WIRE TERMINATION



OUTBOUND TRACK													
STRUCTURE NUMBER	STATION	POLE USE	POLE TYPE	POLE OFFSET	REFERENCE TRACK	WIRE RUN NUMBER	MW/CW HT. (FT.-IN.)	TERMINATION HT. (FT.-IN.)	SUPPORT TYPE	REGISTRATION ASSEMBLY	POLE BRACKET	MISC. ASSEMBLY	REMARKS
T16-011	161+85		PS-526	15.7' R	OUTBOUND	Y06	19' 6"	21' 3"	CS-02	HR-1L	BT-02 (2)	FT-01, JC-01	WIRE TERMINATION
T16-013	162+71		PF-530	16.5' R	OUTBOUND	Y06	19' 6"		HS-24	HR-1M	BT-02 (2)	SI-02	FEEDER POLE
						Y08	20' 3"			HR-1H		SI-02, FC-01, SA-01	
T16-015	163+60		PF-530	15.9' R	OUTBOUND	Y06	20' 3"			HR-1H		JC-01, SA-01, FC-01	FEEDER POLE
						Y08	19' 6"		HS-24	HR-1M	BT-02 (2)		
T16-017	164+41		PS-526	6.5' L	OUTBOUND	Y08	19' 6"	21' 0"		SCA-01L	BT-01	FT-01, BT-02	WIRE TERMINATION
T16-018	165+26		PS-526	6.5' L	OUTBOUND	Y08	19' 6"			SCA-01L	BT-01		



02/06/18 | 9:53 AM | NDIAZ
C:\PWORKING\WEST01\DM869013\T100-L10-JOP107.DWG

ISSUED FOR BID

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
A. DILLON

DRAWN BY:
N. DIAZ

CHECKED BY:
J. WIESE

APPROVED BY:
J. WIESE

02/16/2018

02/16/2018

02/16/2018

SCALE:
1"=20'

FILENAME:
T100-L10-JOP107

CONTRACT No.:
RTA/CN 0129-17

DATE:
02/16/2018

TACOMA LINK EXTENSION
CONTRACT T100
MAINLINE AND O & M FACILITY
SYSTEMS ENGINEERING
OVERHEAD CONTACT SYSTEM
LAYOUT PLAN OB STA 161+00 TO OB STA 166+00

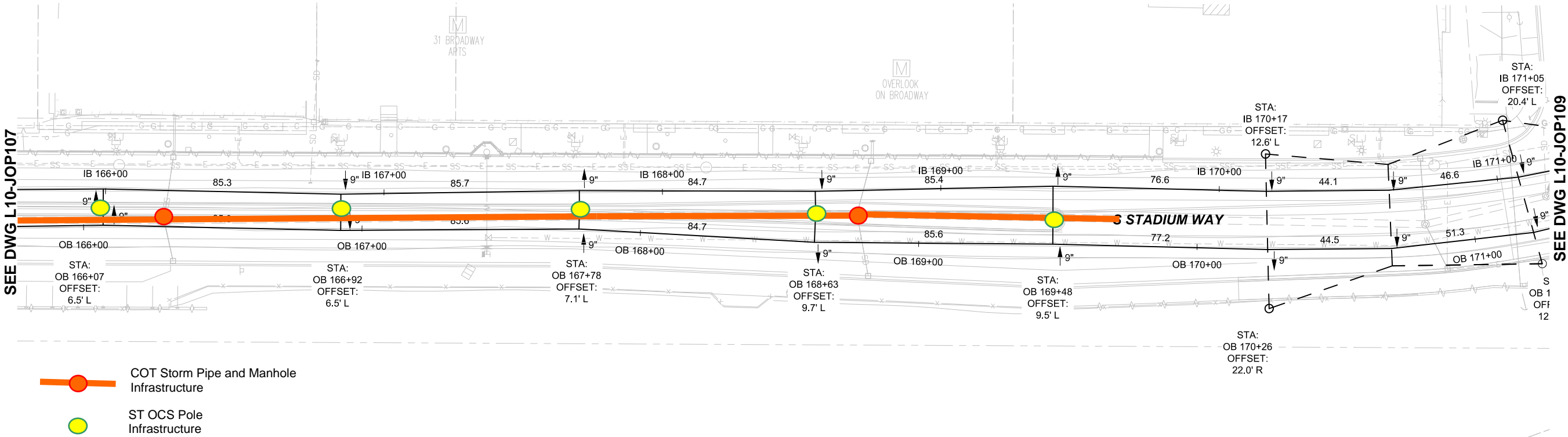
DRAWING No.:
L10-JOP107

FACILITY ID:
T16

SHEET No.:
827

REV:

INBOUND TRACK													
STRUCTURE NUMBER	STATION	POLE USE	POLE TYPE	POLE OFFSET	REFERENCE TRACK	WIRE RUN NUMBER	MW/CW HT. (FT.-IN.)	TERMINATION HT. (FT.-IN.)	SUPPORT TYPE	REGISTRATION ASSEMBLY	POLE BRACKET	MISC. ASSEMBLY	REMARKS
T16-019	166+07		SEE BELOW	SEE BELOW	OUTBOUND	Y07	19'-6"			SCA-01L	BT-01		
T16-020	166+92		SEE BELOW	SEE BELOW	OUTBOUND	Y07	19' 6"			SCA-01L	BT-01		
T16-021	167+78		SEE BELOW	SEE BELOW	OUTBOUND	Y07	19' 6"			SCA-01L	BT-01		
T16-022	168+63		SEE BELOW	SEE BELOW	OUTBOUND	Y07	19' 6"			SCA-01L	BT-01		
T16-023	169+48		SEE BELOW	SEE BELOW	OUTBOUND	Y07	19' 6"			SCA-02M	BT-01		
T16-025	170+17		PS-430	12.6' L	INBOUND	Y07	19' 6"		SEE BELOW	HR-1L	BT-02 (2)	BB-01, HR-10	



OUTBOUND TRACK													
STRUCTURE NUMBER	STATION	POLE USE	POLE TYPE	POLE OFFSET	REFERENCE TRACK	WIRE RUN NUMBER	MW/CW HT. (FT.-IN.)	TERMINATION HT. (FT.-IN.)	SUPPORT TYPE	REGISTRATION ASSEMBLY	POLE BRACKET	MISC. ASSEMBLY	REMARKS
T16-019	166+07		PS-126	6.5' L	OUTBOUND	Y08	19' 6"			SCA-01L	BT-01		
T16-020	166+92		PS-126	6.5' L	OUTBOUND	Y08	19' 6"			SCA-01L	BT-01		
T16-021	167+78		PS-126	7.1' L	OUTBOUND	Y08	19' 6"			SCA-01M	BT-01		
T16-022	168+63		PS-126	9.7' L	OUTBOUND	Y08	19' 6"			SCA-02M	BT-01		
T16-023	169+48		PS-126	9.5' L	OUTBOUND	Y08	19' 6"			SCA-01L	BT-01		
T16-024	170+26		PS-530	22.0' R	OUTBOUND	Y08	19' 6"		CS-02 (2)	HR-1L	BT-02 (2)	BB-01, HR-10	



ISSUED FOR BID

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
A. DILLON

DRAWN BY:
N. DIAZ

CHECKED BY:
J. WIESE

APPROVED BY:
J. WIESE

02/16/2018

SUBMITTED BY:
F. NANNENGA

DATE:
02/16/2018

REVIEWED BY:
B. PATTON

DATE:
02/16/2018

SCALE:
1"=20'

FILENAME:
T100-L10-JOP108

CONTRACT No.:
RTA/CN 0129-17

DATE:
02/16/2018

TACOMA LINK EXTENSION
CONTRACT T100
MAINLINE AND O & M FACILITY
SYSTEMS ENGINEERING
OVERHEAD CONTACT SYSTEM
LAYOUT PLAN OB STA 166+00 TO OB STA 171+00

DRAWING No.:
L10-JOP108

FACILITY ID:
T16

SHEET No.:
828

REV:

02/08/18 | 10:02 AM | N. DIAZ
C:\PWORKING\WEST01\DM66901\31T100-L10-JOP108.DWG



EXHIBIT "D"

(New Exhibit "F" to Ordinance No. 26749, as amended by Ordinance No. 28419)

(OCS Alteration/Relocation Procedure)

These procedures ("**Procedures**") are intended by the Parties to be supplemental to the Right of Use. The Procedures have been agreed to by the Parties for the purpose of implementing the respective obligations of the Parties contained in Section 3 of the Right of Use.

Unless specifically defined otherwise herein, all terms herein where capitalized will have the same meaning as when used in the Right of Use.

The Procedures may be amended permanently or on a project specific basis by mutual agreement of the Parties. Any amendment must be set forth in writing, signed by the Parties, and specifically state that it is an amendment to these Procedures. The City Council hereby delegates to the City Manager the authority to approve, on behalf of the City Council, any permanent or project specific amendments to the Procedures, provided that any permanent amendment hereto shall be filed with the office of the City Clerk as an amendment to the Right of Use, Exhibit "F".

The Parties intend that required alteration or relocation of Sound Transits OCS within the Conflict Area will be performed by the Parties in accordance with the Procedures. The Parties acknowledge that the Procedures, including specifically the time requirements provided therein, may, from time to time, require amendment, or as mutually agreed by the Parties, deviation therefrom, to reasonably accommodate unforeseen circumstances or force majeure events or to accommodate construction sequencing and other factors that may affect the Procedures. In such event, the Parties will make their respective best efforts to reasonably amend the procedures set forth herein, or to reasonably deviate from the procedures contained herein, as the Parties may mutually agree upon.

These Procedures, as from time to time amended, will remain in full force and effect for the term of the Right of Use. The Parties agree to work together cooperatively in the process of design, estimating, scheduling, sequencing work, conversion, cut-over and construction to bring the Public Improvement Project and Relocation Work, to completion in the most efficient and timely manner and to avoid delay and disruption.

The following definitions shall apply:

"Force Majeure Event" circumstances beyond control of a party by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes,



earthquakes, unusually severe weather conditions, and employee strikes and unforeseen labor conditions not attributable to Sound Transit's employees.

“**OCS**” shall mean that part of the traction power system the delivers electrical power to non-self-powered electric vehicles, inclusive of the supports, foundations, aerial feeders, surface infrastructure, curbs, medians, and other related equipment and assemblies.

“**Public Improvement Project**” shall mean and refer to the maintenance, alteration, adjustment, and reconstruction of the stormwater main located in the Conflict Area.

“**Relocation work**” shall mean and refer to any and all work necessary to alter, remove, relocate, construct and reconstruct the OCS in accordance with the accepted Relocation Plan, including but not limited to, all associated design and engineering work, permitting, construction management and administration, all as may be amended in accordance with the Procedures.

Facilities Relocation Procedures

1. Notice Required. In the event that the City determines, in its sole discretion, that it is reasonably necessary to require alteration to, or relocation of, the OCS located within the Conflict Area to accommodate a Public Improvement Project, the City shall provide written advance notice (“Relocation Notice”) to Sound Transit of such required alteration or relocation.

2. Timing of Notice. The Relocation Notice shall be provided to Sound Transit as soon as practical after the City determines the need, timing and sequencing for the Relocation Work, and in no case, except in the event of an Emergency, shall the Relocation Notice be provided to Sound Transit less than 180 calendar days prior to the date identified therein for completion of the Relocation Work, or each segment thereof.

3. Contents of Notice. The Relocation Notice to Sound Transit shall set forth,

- a. The date, or in the case of phased or sequenced Relocation Work, the dates, by which Sound Transit is required to complete the Relocation Work (the “**Completion Date(s)**”);
- b. A reasonably detailed description of the OCS that will be impacted by the Public Improvement Project (the “**Project Area**”);
- c. A reasonably detailed description of the scope of the work required for the Public Improvement Project;
- d. A list of the key milestone dates for the Public Improvement Project; and



- e. Two (2) copies of reasonably detailed drawings showing the planned improvements for the Public Improvement Project (collectively the “**Scope of Work**”). The City will also provide Sound Transit with a copy of the relevant electronic file(s) for the Scope of Work in a mutually agreed electronic format.

4. Sound Transit Obligations – Notice - Reliance. Sound Transit shall have thirty (30) calendar days after receipt of the Relocation Notice to notify the City in writing whether or not it will be able to complete the Sound Transit Relocation Work on or before the Completion Date(s). Sound Transit acknowledges, understands and agrees that in the event that Sound Transit fails to provide such notice, the City will rely upon the absence of such timely notice as agreement by Sound Transit that the Relocation Work will be completed by the Completion Date.

5. Adjustments. In the event Sound Transit believes that using its best efforts it will be unable to meet safety and service requirements for the Relocation Work within the time frames provided for in the Procedures and Relocation Notice, Sound Transit will, within thirty (30) calendar days after receipt of the Relocation Notice so notify the City. In such event and as soon thereafter as practicable, the Parties shall meet to discuss the circumstances precluding performance consistent with the Procedures and mutually agree to an adjustment to the time frames set forth in the Procedures and the Relocation Notice. In adjusting the schedule and Completion Date, the Parties shall consider the extent of OCS to be relocated, the service and safety requirements, need for acquisition or additional right of way or easements for relocation, the service interruption to Sound Transit operations, and the construction sequence for the relocation, within the city's overall Public Improvement Project construction sequence and constraints, to safely complete the relocation. The Parties will make their respective best efforts to resolve any dispute and/or to reach mutual agreement on any requested adjustments.

In the event that the City and Sound Transit are unable to mutually agree upon adjustments to the schedule and Completion Date within thirty (30) days following Sound Transit's receipt of Relocation Notice, the City may elect to exercise its statutory and police power authority to unilaterally implement adjustments to the schedule and Completion date that in the judgment of the City, reasonably accommodates the needs of Sound Transit; provided that, Sound Transit does not waive any right it may have to take legal action to contest the City's statutory or police power authority to implement such adjustments.

6. Sound Transit Design Submittal. Within a reasonable time, but in no case later than seventy (70) calendar days (unless otherwise mutually adjusted by the Parties) after receipt by Sound Transit of the City's Relocation Notice, Sound Transit will prepare and provide to the City and the Third Parties:



1 a. A proposed design for the relocation of Sound Transit's Facilities
2 that accommodates the planned improvements for the Public
3 Improvement Project, and

4 b. A proposed schedule for completion of the relocation which, to the
5 extent reasonably practicable, reflects the applicable key milestone dates
6 specified in the Relocation Notice, as adjusted, and provides for
7 completion of the required relocation by Sound Transit and Third Parties
8 by the projected Completion Date(s) provided by the City in the Relocation
9 Notice, as adjusted. The proposed relocation design and proposed
10 relocation schedule will be based upon the then current Scope of Work
11 provided to Sound Transit and Other Utilities by the City.

12 7. Finalize Submittal. Within fifteen (15) calendar days after the City's
13 receipt of the proposed relocation design and proposed relocation schedule from
14 Sound Transit, the City, Sound Transit will begin meeting, as necessary, in order
15 to:

- 16 a. Review the Scope of Work,
17 b. Review the proposed relocation design,
18 c. Review the proposed relocation schedule, and
19 d. Make any changes thereto necessary to create a final Scope of
20 Work, and to create a final relocation design and final relocation schedule
21 (collectively the "**Relocation Plan**") reasonably acceptable to the City and
22 Sound Transit.

23 8. Acceptance of Relocation Plan. The Relocation Plan will be
24 accepted in writing by authorized representatives of both Parties not less than
25 (30) calendar days prior to the date Sound Transit is to commence Relocation
26 Work. Once accepted by the Parties, the Relocation Plan may thereafter be
changed or amended only in accordance with the change procedures set forth
below. All costs and expense of the Relocation Work shall be borne by Sound
Transit.

9 9. Modification of Scope of Work. The City will promptly notify Sound
10 Transit of any revision(s) and/or addition(s) to the Scope of Work which may
11 impact the design of or location for Sound Transit's Facilities contained in the
12 Relocation Plan or the timing or sequencing of the Relocation Work.

13 10. Contractor Coordination. The City will schedule a pre-construction
14 conference with the City Contractor and all participants in the Relocation Work
15 to review the Scope of Work, scheduling, sequencing, milestone dates, Relocation
16 Plan and Completion Dates and related requirements. Sound Transit will provide
17 input during this discussion regarding the Relocation Plan. The City shall cause
18 the City Contractor to submit a preliminary progress schedule, weekly look-ahead
19 schedules, and updates in accordance with the Relocation Plan, as adjusted, or
20 propose adjustments to the Relocation Plan in accordance with the Procedures.



11. Notice to Commence. The City will, not less than ten (10) days prior to the date contained in the Relocation Plan that Sound Transit is to commence Relocation Work, provide a written notice to Sound Transit and Other Utilities to proceed with commencement of the Relocation Work.

12. Commencement of Relocation Work. After receipt of the City's notice to proceed, Sound Transit will relocate such Facilities within the Right of Use Area at no cost to the City as provided in the Relocation Plan. Upon commencement of Relocation Work, Sound Transit will be responsive to schedule, sequencing, and cost concerns and will commit sufficient resources to support the Relocation Work to complete such work by the Completion Dates and in accordance with the Relocation Plans, and will work cooperatively to resolve any unanticipated design and construction issues as they develop.

13. Coordination. The City, and/or its contractor(s), will be responsible for coordinating the Sound Transit relocation work with all other work to be performed in connection with the Public Improvement Project and any associated planned improvements. It is recognized that Sound Transit's relocation work may have an impact to other utility facilities and therefore Sound Transit will be an active participant in the coordination of its Relocation Work with all Third Parties, all other utilities with utility infrastructure impacted by the Public Improvement Project, and the City's contractor(s). The Parties will work together in an effort to mitigate the costs of the relocation, including, without limitation, identifying ways to accommodate Sound Transit's Facilities within the Conflict Area.

14. Progress Reports. Upon request of the City, and in any event as specified in the Relocation Plan, Sound Transit will provide periodic progress reports to the City.

15. Delays and Disruption. Sound Transit acknowledges and understands that any delay by Sound Transit in performing its obligation herein may delay, hinder, disrupt or interfere with the work performed by the City and its contractors and subcontractors in furtherance of the Public Improvement Project and result in damage to the City, including but not limited to, delay claims. Sound Transit shall cooperate with the City and its contractors and subcontractors to coordinate its obligations to accommodate the Public Improvement Project and project schedules to avoid delay, hindrance of, disruption to or interference with such Public Improvement Project. Any actual reasonable costs, damages, and liabilities incurred by the City or by any contractor working for the City, caused by delays, hindrance, interference or disruption to the Public Improvement Project arising out of failure by Sound Transit to adhere to the Relocation Plan, as adjusted, including Completion Date(s), will be the sole responsibility of Sound Transit.

16. Failure to Commence Public Improvement Project Work. Unless otherwise mutually agreed by the parties, in the event the City terminates or abandons the Public Improvement Project, and does not proceed with the Public



Improvement Project within two (2) years of the date in which such decision is made such that relocation of Sound Transit Facilities will not be or would not have been necessary, the City will pay Sound Transit for all actual reasonable costs incurred by Sound Transit in performance of the relocation including any necessary design and/or Relocation Work, plus any costs incurred by Sound Transit, less salvage value, for materials and other items ordered or procured by Sound Transit (with the prior authorization of the City) in order to meet the final relocation schedule in the Relocation Plan. The parties will determine payment terms on such reimbursement costs on a case by case basis.

17. Amendments. Either Party may, at any time, by written request to the other Party, request changes to the Relocation Plan to accommodate unforeseen conditions, Force Majeure Events, public safety concerns, service issues, modifications to the Scope of Work, accommodation for field engineering, and any other factors that may impact compliance with the Completion Date or Relocation Plan. No request for change will be unreasonably denied or delayed by either Party. A Request for Change will be effective and binding upon the Parties only when signed by an authorized representative of each Party. The Parties will meet and work in good faith with the objective of reaching written agreement on mutually acceptable adjustments to the Relocation Plan. Notwithstanding resolution of any dispute and/or mutual agreement concerning requested changes to the Relocation Plan, each Party will, if requested by the other Party and to the extent reasonably practicable, proceed with their respective work in accordance with the Relocation Plan, subject to any mutually agreed change(s), to accommodate the Public Improvement Project and avoid delays or disruption related thereto. In the event the Parties so proceed, the Parties will thereafter make their respective best efforts to resolve any dispute and/or to reach mutual agreement on any requested change(s) and/or the results of such proceeding notwithstanding such prior agreement.

18. Dispute Resolution. Any Dispute, disagreement or claim arising out of a required relocation of Sound Transit's Facilities must first be presented to and considered by the Parties. A Party who wishes to present such Dispute will notify the other Party and pursue resolution of the Dispute consistent with the dispute resolution provisions of the Right of Use. All negotiations pursuant to these procedures for the resolution of disputes will be confidential and will be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

19. Force Majeure. In the event either party is prevented or delayed in the performance of any of its obligations herein due to a Force Majeure Event, such party (hereinafter the "Party Delayed") shall not be deemed in Breach of provisions of the Procedures. Failure of a Sound Transit customer to complete work necessary for completion of the Relocation Work shall not constitute an event of Force Majeure unless Sound Transit has diligently exercised and



continues to diligently exercise its right and authority to require such customer to perform and complete such work.

If the Delayed Party believes that a force majeure event has prevented or delayed its compliance with the provisions of the Procedures, the Party Delayed shall provide documentation as reasonably required by the other party to substantiate the Delayed Party's claim. The Delayed Party shall have a reasonable time, under the circumstances, to perform the affected obligation under the Procedures or to procure a substitute for such obligation which is satisfactory to the other party; provided that, the Delayed Party shall perform to the maximum extent it is able to perform and shall take reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible, provided that the Delayed Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with the Procedures without unduly endangering the health, safety, and integrity of the Delayed Party's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, Public Improvement Project, public property, or private property.



EXHIBIT "E"

ACCEPTANCE OF CITY RIGHT OF USE AGREEMENT AS AMENDED

Ordinance No. _____, effective _____, 2023, amending
Ordinance No. 26749, as amended by Ordinance No. 28419.

I, _____, am the _____ of Sound
Transit and am the authorized representative to accept the above-referenced
amendments to the City Right of Use Agreement on behalf of Sound Transit.

I certify that the Right of Use Agreement as amended pursuant the
above referenced ordinance, and all terms and conditions thereof, are accepted
by Sound Transit, without qualification or reservation.

DATED this ____ day of _____, 2023.

Sound Transit

By: _____

Its: _____

Witness: _____