



## Legislation Passed January 22, 2013

The Tacoma City Council, at its regular City Council meeting of January 22, 2013, 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.

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### **Purchase Resolution No. 38608**

Awarding contracts to:

1. Repipe California LP, on its bid of \$401,506.00, sales tax not included, plus a 10 percent contingency, for a cumulative total of \$441,656.60, budgeted from the Wastewater Fund, for rehabilitation of 11,000 linear feet of 8- and 10-inch diameter wastewater sewer pipes using Cured-In-Place Pipe technology – Specification No. PW12-0530F;
2. Tacoma Regional Convention & Visitors Bureau, in the amount of \$450,816.00, sales tax not applicable, budgeted from the Convention Center Operating Fund, for sales and promotion services to support the sales program at the Greater Tacoma Convention and Trade Center, for an initial one-year term, with the option to renew for one additional one-year terms for a projected contract total of \$901,632.00 – Direct Negotiation;
3. General Chemical Performance Products, LLC, in the amount of \$250,000.00, sales tax not applicable, for a cumulative total of \$1,154,860.00, budgeted from the Wastewater Fund, to increase and extend the contract for liquid aluminum sulfate for wastewater treatment through January 31, 2014 – Specification No. PW08-0638F; and
4. Goodfellow Bros. Inc., in the amount of \$300,000.00, sales tax not included, for a cumulative total of \$648,150.00, budgeted from the Wastewater Fund, to increase the contract for additional project work resulting from unanticipated field conditions for modifications and construction at three wastewater pump stations in the vicinity of Northeast Tacoma and the Tideflats – Specification No. PW12-0350F.

### **Resolution No. 38609**

Authorizing the execution of a 20-year lease agreement, with up to three, 5 year extensions, with Stiebrs Farms, Inc., for the use of approximately 1.2 acres of vacant Tacoma Rail Mountain Division property located in Yelm, for loading and unloading grain and agricultural products.

### **Resolution No. 38610**

Authorizing the execution and conveyance of a non-exclusive perpetual easement to Pierce County for a sewer pipeline under and across the Tacoma Rail Mountain Division right-of-way located in Frederickson, for the amount of \$10,000.

### **Resolution No. 38611**

Affirming the execution of Memoranda of Understanding negotiated with the Tacoma Joint Labor Committee, Professional Public Safety Management Association, Tacoma Police Management Association, Local 26, and Tacoma Police Union, Local 6, regarding elimination of the City's \$30 per month, per employee, contribution to the Section 125 Flexible Benefits Plan; and ratifying the one-time taxable payment of \$360 to eligible City employees in January 2013.

**Resolution No. 38612**

Authorizing the execution of a Fourth Amendment to the Agreement for Improvements with Point Ruston, LLC, for reimbursement for certain improvements within the ASARCO Tacoma Smelter Superfund site.

**Ordinance No. 28126**

Providing for the issuance of Limited Tax General Obligation (LTGO) Refunding Bonds, in an aggregate amount not to exceed \$45,630,000, to refund or defease certain outstanding LTGO bonds and to pay costs of issuing the bonds.



## RESOLUTION NO. 38608

1 A RESOLUTION related to the purchase of materials, supplies or equipment,  
2 and the furnishing of services; authorizing the appropriate City officials to  
3 enter into contracts and, where specified, waiving competitive bidding  
4 requirements, authorizing sales of surplus property, or increasing or  
5 extending existing agreements.

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

10 WHEREAS the Board of Contracts and Awards has reviewed the  
11 proposals and bids received by the City, and the Board has made its  
12 recommendation as set forth in Exhibit "A," and

13 WHEREAS the Board of Contracts and Awards has also made its  
14 recommendations as to entering into purchasing agreements with those  
15 governmental entities identified in Exhibit "A"; Now, Therefore,

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

17 That the Council of the City of Tacoma does hereby concur in the  
18 findings and recommendations of the Board of Contracts and Awards set forth  
19 in the attached Exhibit "A," and does hereby approve and authorize the:

20 (X) A. Procurement of those supplies, services, and public works  
21 recommended for acceptance in the attached Exhibit "A";

22 ( ) B. Rejection of those bids and/or proposals that are recommended  
23 for rejection in the attached Exhibit "A";  
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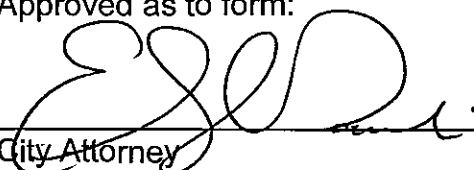
( ) C. Entry into the proposed purchasing agreement with those governmental entities identified in the attached Exhibit "A," which proposed agreement is on file in the office of the City Clerk;

(X) D. Waiver of competitive bidding procedures in those instances, as set forth in Exhibit "A," in which it is impracticable to obtain supplies or public works improvements by competitive bid, or in those instances in which supplies and/or public works are available from a single source.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
City Attorney



**City of Tacoma**  
Public Works Department

EXHIBIT "A"  
RESOLUTION NO.: 38608  
ITEM NO.: 1  
MEETING DATE: JANUARY 22, 2013

**DATE:** January 8, 2013  
**TO:** Board of Contracts and Awards  
**SUBJECT:** 2013(A) Wastewater Sewer Rehabilitation (CIPP) Project  
Budgeted from ES Wastewater Fund 4300  
Request for Bids Specification No. PW12-0530F

**RECOMMENDATION:** The Environmental Services Department, Science and Engineering Division, recommends that a contract be awarded to low bidder **Repipe California LP, Riverside, CA**, for rehabilitation of 11,000 linear feet of 8-inch and 10-inch diameter wastewater sewer pipes using Cured-In-Place Pipe technology. The contract amount reflects a base award of \$401,506.00, excluding sales tax, plus a 10% contingency, for a cumulative amount of \$441,656.60, excluding sales tax.

**EXPLANATION:** The City of Tacoma's wastewater collection system consists of over 700 miles of underground pipe which conveys wastewater from residential and commercial customers to one of three different locations where it is treated prior to being discharged into Puget Sound.

To help address the problem of aging pipes the City developed a Structural Rehabilitation Program in the 1990s. This ongoing program focuses on rehabilitating a certain amount of the City's poorest condition pipes every year. Depending on the severity of a pipe's condition, rehabilitation can be accomplished via removing and replacing the existing pipe using traditional excavation methods or in many cases the pipe can be rehabilitated using pipe-lining technologies that minimize or eliminate the need for costly and disruptive excavation within the street right-of-way.

This contract will utilize the specific pipe-lining technology called Cured-In-Place Pipe (CIPP) to rehabilitate approximately 11,000 linear feet of 8-inch and 10-inch diameter wastewater sewer pipe, at various locations throughout the City, and will avoid any excavation within City streets. This work shall also include cleaning, removing, disposing of waste materials, and performing video inspection of all the sewer main segments included in the project.

**COMPETITIVE BIDDING:** Request for Bids Specification No. PW12-0530F was opened November 27, 2012. The Request for Bids was advertised in the Tacoma Daily Index and the Seattle Daily Journal of Commerce. Three submittals were received. The Historically Underutilized Business (HUB) participation level proposed by the bidder(s) are reflected as a credit (maximum applies) against the submitted base bid to arrive at an "evaluated bid" for ranking purposes. Repipe California LP submitted a bid that resulted in the lowest evaluated submittal after consideration of HUB participation goals. The table below reflects the amount of the base award.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal Amount</u> <i>(Excluding sales tax)</i>	<u>Evaluated Submittal</u>
<b>Repipe California LP</b>	<b>Riverside, CA</b>	<b>\$ 401,506.00</b>	<b>\$381,430.70</b>
Michels Corporation	Salem, OR	\$ 468,925.00	\$448,849.70
Insituform Technologies, LLC	Chesterfield, MO	\$ 530,790.50	\$510,715.20
	Pre-bid Estimate	\$ 545,292.00	

The recommended award is approximately 26% below the pre-bid estimate.

**SUSTAINABILITY FACTORS:** A reduced risk of sewer overflows from this project represents an improvement to human health and the environment. Preventive rehabilitation of underground pipes in the project areas, prior to complete failure, represents the lowest lifecycle cost solution to maintaining these assets. The City is able to perform the less invasive trenchless method to rehabilitate these existing wastewater pipes without undertaking the more expensive and disruptive impact of traditional open-cut construction.

**CONTRACT HISTORY:** New contract.

**FUNDING:** Funds are budgeted in the ES Wastewater Fund 4300.

**HUB/LEAP COMPLIANCE:** The recommended contractor is in compliance with the HUB Regulation requirements per memorandum dated December 13, 2012. The HUB goal for this project is 3%. The HUB participation level of the recommended contractor is 5.7%. Repipe California LP submitted the lowest evaluated bid per the HUB Regulation requirements. The Local Employment and Apprenticeship Training Program (LEAP) goal is 260 hours.

**PROJECT ENGINEER/COORDINATOR:** John O'Loughlin, P.E., Science and Engineering Division Manager, (253) 502-2175.



Michael P. Slevin III, P.E.  
Interim Environmental Services Director

cc: Finance/Purchasing  
Charles Wilson, HUB Coordinator  
Peter Guzman, LEAP Coordinator



**TO:** T.C. Broadnax  
City Manager

**FROM:** Michael P. Slevin III, P.E. *MS*  
Interim Environmental Services Director *for*

**SUBJECT:** Council Action Memo – Purchase Resolution – January 22, 2013  
2013(A) Wastewater Sewer Rehabilitation (CIPP) Project  
Specification No. PW12-0530F

**DATE:** January 8, 2013

The City Council is being requested to award a contract to low bidder Repipe California LP, of Riverside, CA, for rehabilitation of 11,000 linear feet of 8-inch and 10-inch diameter wastewater sewer pipes using Cured-In-Place Pipe technology. The contract amount reflects a base award of \$401,506.00, excluding sales tax, plus a 10% contingency, for a cumulative amount of \$441,656.60, excluding sales tax.

### **Background**

The City of Tacoma's wastewater collection system consists of over 700 miles of underground pipe which conveys wastewater from residential and commercial customers to one of three different locations where it is treated prior to being discharged into Puget Sound.

To help address the problem of aging pipes the City developed an Asset Management Program which focuses on rehabilitating a certain amount of the City's poorest condition pipes every year. Depending on the severity of a pipe's condition, rehabilitation can be accomplished via removing and replacing the existing pipe using traditional excavation methods or in some cases the pipe can be rehabilitated using pipe-lining technologies that minimize or eliminate the need for costly and disruptive excavation within the street right-of-way.

This contract will utilize the specific pipe-lining technology called Cured-In-Place-Pipe (CIPP) to rehabilitate approximately 11,000 linear feet of 8-inch and 10-inch diameter wastewater sewer pipe, at various locations throughout the City (see attached map), and will avoid any excavation within City streets. This work will also include cleaning, removing, disposing of waste materials and performing video inspections of all the sewer main segments included in the project.

A reduced risk of sewer overflows from this project represents an improvement to human health and the environment. Preventive rehabilitation of underground pipes in the project vicinity, prior to complete failure, represents the lowest lifecycle cost solution to maintaining these assets. The City is able to perform the less invasive trenchless method to rehabilitate these existing wastewater pipes without undertaking the more expensive and disruptive impact of traditional open-cut construction.

### **Funding**

The project is budgeted in the ES Wastewater Fund 4300.

**Reason for Project**

The wastewater pipes in the various project areas are all beyond 50 years old and are in poor condition. These pipes need to be rehabilitated before failures occur which could result in sewer overflows of untreated wastewater into the Puget Sound.

**Public Process**

Since all construction work will be performed without disturbing asphalt in City streets and will have very little to no affect on traffic or adjacent property owners there has not been any formal public outreach.

**Construction Schedule**

Construction to begin: February 2013

Scheduled completion: April 2013

Attachment



City of Tacoma

# 2013-A WW CIPP - Various Areas

PW12-0530F

Map Date: December 26, 2012  
Source: Environmental Services  
Division, Public Works Department  
City of Tacoma

Environmental Services/ Science & Engineering  
326 East D Street, Tacoma WA 98421  
(253) 591-5588

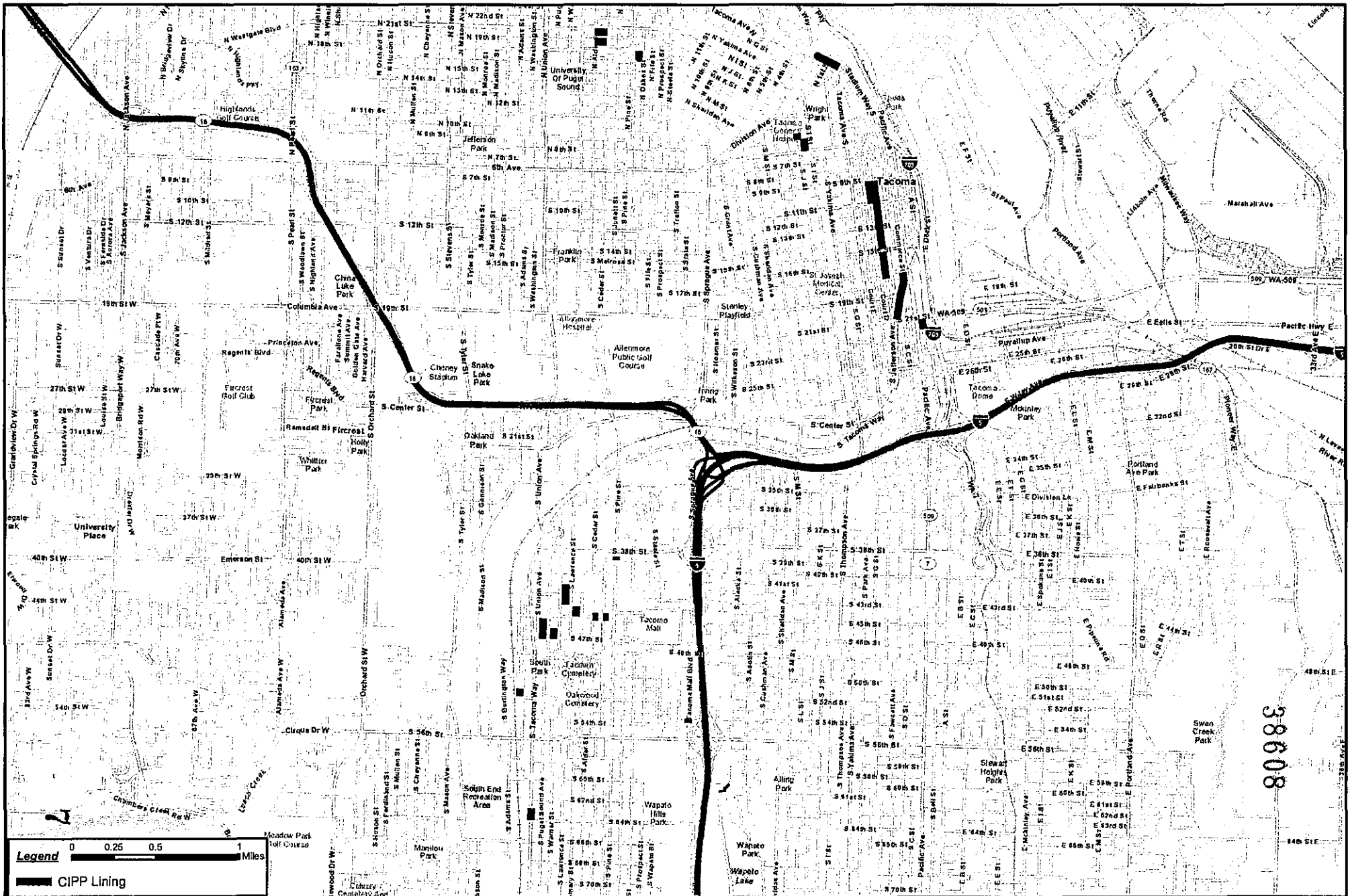


EXHIBIT "A"

RESOLUTION NO.: 38608

**DATE:** January 7, 2013  
**TO:** Board of Contracts and Awards

ITEM NO.: 2

**From:** Kim Bedier, Director  
Public Assembly Facilities / Greater Tacoma Convention & Trade Center

MEETING DATE: JANUARY 22, 2013

**SUBJECT:** Direct Negotiation of Professional Services  
Long Lead Sales Program at the Greater Tacoma Convention & Trade Center  
Budgeted from Convention Center Operation Fund 4165-CCOP

**RECOMMENDATION:** The Public Assembly Facilities Department recommends a contract be awarded to **Tacoma Regional Convention & Visitors Bureau (TRCVB), Tacoma, WA**, for sales and promotion services to support the sales program at the Greater Tacoma Convention & Trade Center for the City. The recommendation is for an initial one-year term in the amount of \$450,816.00, sales tax not applicable, plus the option of one one-year renewal period, for a cumulative total of \$901,632.00, sales tax not applicable.

**EXPLANATION:** This contract is for funding services provided by the TRCVB that deliver a long lead sales program to maximize economic impact and operating revenue by increasing the business and occupancy levels of the Greater Tacoma Convention & Trade Center for the City..

**COMPETITIVE ANALYSIS:** The Public Assembly Facilities Department and the Greater Tacoma Convention & Trade Center have determined that it is desirable to enter into a contract with a Destination Marketing Organization to secure aggressive and cost-effective national and regional sales services for the purpose of attracting and securing national and regional event business for the Greater Tacoma Convention & Trade Center. The TRCVB is currently the sole agency exclusively performing this service for the Tacoma/Pierce County area.

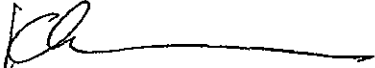
**CONTRACT HISTORY:** New contract.

**SUSTAINABILITY EFFORTS:** The TRCVB engages in the following sustainability practices: recycling paper, plastic, glass and batteries; defaulting to 2-sided printing; utilizing a shared multi-function printer/copier/facsimile/scanner; utilizing carpooling options; utilizing conference calls over traveling to meeting sites when possible; and keeping office lighting systems off when spaces are not in use.

**FUNDING:** Funds for this contract are available in the Convention Center Operating Fund 4165-CCOP.

**HUB COMPLIANCE:** HUB staff were contacted. There are no HUB-qualified vendors at this time.

**PROJECT COORDINATOR:** Jon Houg, Greater Tacoma Convention & Trade Center, (253)  
573-2350.



Kim Bedier  
Director

KB: jh  
cc: Marie Holm, Senior Buyer, Finance/Purchasing  
HUB Coordinator



38608

City of Tacoma  
Public Assembly Facilities

**Date:** November 7, 2012

**To:** T.C. Broadnax, City Manager

**From:** Rob Henson, Interim Director  
Public Assembly Facilities / Greater Tacoma Convention & Trade Center

**Subject:** Authorization of Direct Negotiation for Professional Services and Personal Services over \$25,000  
To further the City's long lead sales program at the Greater Tacoma Convention & Trade Center through 2014, the City desires to contract with the Tacoma Regional Convention & Visitors Bureau (TRCVB)

For your review and recommendation.

TMC 1.06.256 requires competitive solicitation of all services. Wherever possible, services should be procured as a result of a request for bids, request for proposals or request for qualifications, as appropriate. TMC 1.06.256 (B) allows for direct negotiation of professional services and personal services, excluding architectural and engineering services, when determined by the city manager or director of utilities/CEO, or their respective designees, to be in the best interest of the City.

**RECOMMENDATION:** In accordance with TMC 1.06.256 (B), Public Assembly Facilities / Greater Tacoma Convention & Trade Center requests a waiver of the competitive solicitation process and authorization to directly negotiate with **Tacoma Regional Convention & Visitors Bureau (TRCVB), Tacoma, WA**, for sales and promotion services to support the sales program at the Greater Tacoma Convention & Trade Center for the City, for an estimated amount of \$901,632.00 over the two year period (\$37,568.00 per month), sales tax not applicable.

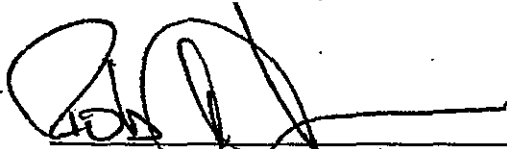
**EXPLANATION:** Purpose of the agreement is to fund services provided by the TRCVB that deliver a long lead sales program to maximize economic impact and operating revenue by increasing the business and occupancy levels of the Greater Tacoma Convention & Trade Center for the City. Contract is for a one-year period, with an automatic extension until December 31, 2014 unless either party notifies the other in writing 60 days prior to the expiration of the current term that it does not wish to extend the Contract for the second one year term.

**JUSTIFICATION FOR DIRECT NEGOTIATION:** The Public Assembly Facilities Department and the Greater Tacoma Convention & Trade Center have determined that it is desirable to enter into a contract with a Destination Marketing Organization (DMO) to secure aggressive and cost-effective national and regional sales services for the purpose of attracting and securing national and regional event business for the Greater Tacoma Convention & Trade Center. The TRCVB, is exclusively performing as the DMO for the Tacoma/Pierce County area.

**FUNDING:** Funds for this purchase are available in the Convention Center Operations FUND 4165-CCOP.

**HUB COMPLIANCE:** HUB staff were not contacted.  
There are no HUB-qualified vendors at this time.

**PROJECT COORDINATOR:** Rob Henson, Public Assembly Facilities, 253-593-7627.

  
\_\_\_\_\_  
Rob Henson, Interim Director

11-7-12  
\_\_\_\_\_  
Date

**AUTHORIZED:**  
  
\_\_\_\_\_  
T.C. Broadnax, City Manager

11/8/2012  
\_\_\_\_\_  
Date

cc: Marie Holm, Senior Buyer, Finance/Purchasing



City of Tacoma  
Environmental Services Department

EXHIBIT "A"  
RESOLUTION NO.: 38608  
ITEM NO.: 3  
MEETING DATE: JANUARY 22, 2013

**DATE:** January 8, 2013  
**TO:** Board of Contracts and Awards  
**SUBJECT:** Increase of Contract for Liquid Aluminum Sulfate for Wastewater Treatment  
Budgeted from ES Wastewater Fund 4300  
Request for Bids Specification PW08-0638F  
Contract No. 4600005201

**RECOMMENDATION:** The Environmental Services Department, Wastewater Management Operations Division requests approval to increase and extend contract 4600005201 to **General Chemical Performance Products, LLC, Parsippany, NJ**, by \$250,000.00, sales tax not applicable, for the purchase of liquid aluminum sulfate for wastewater treatment. This increase will bring the contract to a cumulative amount of \$1,154,860.00, sales tax not applicable, through January 31, 2014.

**EXPLANATION:** Liquid aluminum sulfate assists in settling solids out of wastewater in the treatment process.

**COMPETITIVE BIDDING:** This contract was originally awarded to General Chemical Performance Products, LLC, as a result of Request for Bids Specification No. PW08-0638F in January 2009. The contractor has agreed to renew the contract with a 2.6% price increase as allowed per the terms and conditions of the original contract.

**CONTRACT HISTORY:** The original contract for \$538,860.00, sales tax not applicable, was awarded by Purchase Resolution No. 37721 in January 2009. The contract was increased \$366,000.00, sales tax not applicable, by Purchase Resolution No. 38147 on November 16, 2010. This increase will bring the contract to a cumulative amount of \$1,154,860.00, sales tax not applicable, from January 28, 2009 through January 31, 2014. This is the third amendment to the contract and is the third of three renewals allowed under this contract.

**SUSTAINABILITY EFFORTS:** The purchase of this commodity chemical enables the City to clean wastewater prior to releasing it to Commencement Bay. The wastewater treatment process protects water quality and maintains the environmental health of the receiving waters for continued use by fish, wildlife and people.

General Chemical Performance Products, LLC incorporates sustainability into everyday business practices and delivery of produced goods by the following:

- General Chemical collects clean rainwater and uses it in several manufacturing processes to reduce the consumption of potable water from municipal systems and eliminate point source discharges to the environment.
- Most of its facilities operate without the use of steam or large boilers which can contribute to greenhouse gas emissions.
- Raw materials such as aluminum hydroxide are selected over raw materials such as aluminum ore where feasible resulting in clean processes that do not generate any solid wastes.

- Process water is reused and recycled instead of being discharged to rivers and other water bodies.
- Process residues are shipped to beneficial reuse facilities, such as cement kilns, instead of being disposed in landfills, where beneficial reuse is available.
- Raw material inventories are centralized and distributed in a manner that uses less energy, and favors transportation modes such as railways over roadways.
- The majority of products are shipped in bulk instead of smaller containers, which reduces the need for drums and pallets. In addition, several facilities have direct pipelines for delivering products to customers, thereby conserving fuel and reducing air emissions associated with transportation.

General Chemical's policy is to reduce its environmental footprint by following these and other green principles and by incorporating new and advanced methods for sustainability into its processes when they become available.

**FUNDING:** Funds are budgeted in the ES Wastewater Fund 4300. Funding beyond the current biennium is subject to future availability of funds.

**PROJECT ENGINEER/COORDINATOR:** Daniel C. Thompson, Ph.D., Wastewater Management Operations Division Manager, (253) 502-2191.

  
FDV Michael P. Slevin III, P.E.  
Interim Environmental Services Director

cc: Jim Wilkerson, Senior Buyer, Finance/Purchasing  
Charles Wilson, HUB Coordinator  
Peter Guzman, LEAP Coordinator  
Steve Schmidt, ES/Maintenance



**TO:** T.C. Broadnax  
City Manager

**FROM:** Michael P. Slevin III, P.E. *for*  
Interim Environmental Services Director

**SUBJECT:** Council Action Memo – Purchase Resolution – January 22, 2013  
Contract Increase for Liquid Aluminum Sulfate for Wastewater Treatment  
from General Chemical Performance Products, LLC

**DATE:** January 8, 2013

The Environmental Services Department, Wastewater Management Operations Division, requests City Council approval to increase and extend the current materials contract for liquid aluminum sulfate (ALUM) by \$250,000.00, sales tax not applicable. This increase will bring the contract to a cumulative amount of \$1,154,860.00, sales tax not applicable, through January 31, 2014.

### **Background**

Environmental Services, Wastewater Management Operations Division uses liquid aluminum sulfate as a high performance liquid coagulant which assists in settling solids out of wastewater in the treatment process. This contract was originally bid on PW08-0638F, opened on November 8, 2008. The purchase contract was approved by City Council Purchase Resolution No. 37721, Item 1 on January 27, 2009, with a two-year initial contract period, and three one-year renewal options. The contract was increased by \$366,000.00, sales tax not applicable, by City Council Purchase Resolution No. 38147 on November 16, 2010. This is the third and final renewal allowed under the contract.

### **Funding**

Funds are budgeted in the ES Wastewater Fund 4300.

### **Reason for Request**

Liquid Aluminum sulfate is critical to the operational success of the North End Treatment Plant (NETP). The chemical process at the NETP is based upon a combination of ALUM, polymer, and polyaluminum chloride and is required year round for National Pollutant Discharge Elimination System (NPDES) permit compliance. ALUM is also used seasonally at the Central Treatment Plant to ensure NPDES permit compliance on suspended solids removal in the secondary effluent wastewater treatment process.





City of Tacoma  
Public Works Department

EXHIBIT "A"

RESOLUTION NO.: 38608

ITEM NO.: 4

MEETING DATE: JANUARY 22, 2013

**DATE:** January 8, 2013  
**TO:** Board of Contracts and Awards  
**SUBJECT:** Pump Stations 4102, 4103 and 4106 Modifications  
Budgeted from ES Wastewater Fund 4300  
Request for Bids Specification No. PW12-0350F  
Contract No. 460008341

**RECOMMENDATION:** The Environmental Services Department, Science and Engineering Division requests approval to increase Contract No. 460008341 with **Goodfellow Bros., Inc., Maple Valley, WA**, by \$300,000.00, excluding sales tax, for additional project work resulting from unanticipated field conditions. This increase will bring the contract to a cumulative amount of \$648,150.00, excluding sales tax.

**EXPLANATION:** The three pump stations included in this project were constructed in the early 1970s as part of a larger project to provide wastewater pump stations and trunklines to convey wastewater from Northeast Tacoma and the Tideflats to the Central Treatment Plant (see attached map). Prior to that time these areas did not have wastewater service.

The work in the subject project related to pump station 4102 is the first phase of an overall upgrade to this station. The scheduled work in this first phase includes installation of a bypass pumping connection and valve in the existing force main and new valves within the pump station. This phased approach was developed to allow for the final phase of the upgrade work to begin in a timely manner. The contract for the final phase of work was approved by Council on December 4, 2012.

Since the construction of pump station 4102, 40 years ago, the wastewater flows have increased to the point where the pump station is now unable to provide the necessary service during peak flow periods. During some of the larger peak wet weather events there have been instances where the pumps could not provide the necessary capacity resulting in sewer overflows of untreated wastewater into Commencement Bay. It is necessary to increase the pump station's capacity and replace equipment that is now beyond its design life.

The valves being replaced at pump stations 4103 and 4106 were originally installed in the 1970s, have failed and do not operate properly. In addition, many spare parts for the existing valves are no longer available. These conditions result in unusually high maintenance costs at these pump stations.

Currently pump station 4103 discharges wastewater to a 40 year old force main beneath the Hylebos Waterway that is unreliable. A new force main was constructed in 2011 and this project will provide the necessary connection to this new force main.

Despite a reasonable level of due diligence during the design phase of this project several uncontrollable and unanticipated circumstances occurred during the first half of the project which resulted in the need for additional work that was not included in the original contract. The primary two circumstances that occurred and represent the substantive portion of the contract increase are described below:

- When work began to install the valve and bypass connection at pump station 4102, the existing underground 16-inch ductile iron force main pipe was found to be in very poor condition and needing replacement to prevent a failure and potential overflow of untreated wastewater into the Blair Waterway. This 300 foot section of pipe is the last of the original force main that was installed 40 years ago and it will be replaced to assure a long service life. The remaining portion of this force main, which crosses beneath the Blair Waterway, was replaced in 1995.
- During the valve replacement work at pump station 4103, groundwater infiltration was discovered in one of the pump intake pipes coming from the wet well. It was found that the pipe had settled and cracked, and needed replacement.

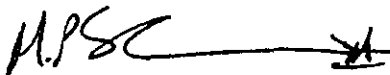
**SUSTAINABILITY FACTORS:** From a sustainability perspective the pump station upgrades in this project will: reduce potential sewer overflows of untreated wastewater into Commencement Bay; help to significantly improve the working environment for City staff operating and maintaining the pump station equipment; reduce the consumption of materials necessary for ongoing repairs; and reduce the staff time necessary for maintenance and emergency call outs to these pump stations.

**COMPETITIVE BIDDING:** This contract was originally awarded to Goodfellow Bros., Inc., as a result of Request for Bids Specification No. PW12-0350F in September 2012. The contractor has agreed to perform the additional work and amend the contract at the same prices, terms, and conditions as the original contract.

**CONTRACT HISTORY:** The original contract for \$348,150.00, excluding sales tax, was approved by City Council Resolution No. 38534 on September 11, 2012. This increase will bring the contract to a cumulative amount of \$648,150.00, plus sales tax. This is the first amendment to the contract.

**FUNDING:** Funds are budgeted in ES Wastewater Fund 4300. Funding beyond the current biennium is subject to future availability of funds.

**PROJECT ENGINEER/COORDINATOR:** John O'Loughlin, P.E., Science and Engineering Division Manager, (253) 502-2175.



Michael P. Slevin III, P.E.  
Interim Environmental Services Director

cc: Jim Wilkerson, Senior Buyer  
Charles Wilson, HUB Coordinator  
Peter Guzman, LEAP Coordinator  
Terry Forslund, Environmental Services  
Eric C. Johnson, Environmental Services



**TO:** T.C. Broadnax  
City Manager

**FROM:** Michael P. Slevin III, P.E. *MS*  
Interim Environmental Services Director

**SUBJECT:** Council Action Memo – Purchase Resolution – January 22, 2013  
Contract Increase Pump Stations 4102, 4103 and 4106 Modifications

**DATE:** January 8, 2013

The Environmental Services Department, Science and Engineering Division requests City Council approves an increase to contract with Goodfellow Bros., Inc., of Maple Valley, WA, by \$300,000.00, excluding sales tax, for additional project work resulting from unanticipated field conditions. This increase will bring the contract to a cumulative amount of \$648,150.00, excluding sales tax.

### **Background**

The three pump stations included in this project were constructed in the early 1970s as part of a larger project to provide wastewater pump stations and trunklines to convey wastewater from Northeast Tacoma and the Tideflats to the Central Treatment Plant (see attached map). Prior to that time these areas did not have wastewater service.

The work related to pump station 4102 is the first phase of an overall upgrade to this station. The scheduled work in this first phase includes installation of a bypass pumping connection and valve in the existing force main and new valves within the pump station. This phased approach was developed to allow for the final phase of the upgrade work to begin in a timely manner. The contract for the final phase of work was approved by Council on December 4, 2012.

From a sustainability perspective, the pump station upgrades in this project will: reduce potential sewer overflows of untreated wastewater into Commencement Bay; help to significantly improve the working environment for City staff operating and maintaining the pump station equipment; reduce the consumption of materials necessary for ongoing repairs; and reduce the staff time necessary for maintenance and emergency call outs to these pump stations.

### **Funding**

This project was included in the 2013-2014 Biennial Budget adopted by Council on December 4, 2012 through Ordinance No. 28114. This project will be funded from the ES Wastewater Fund 4300.

### **Reason for Original Project and Increased Project Costs**

Since the construction of pump station 4102, 40 years ago, the wastewater flows have increased to the point where the pump station is now unable to provide the necessary service during peak flow periods. During some of the larger peak wet weather events there have been

instances where the pumps could not provide the necessary capacity resulting in sewer overflows of untreated wastewater into Commencement Bay. Therefore it is necessary to increase the pump station's capacity and replace equipment that is now beyond its design life.

The valves being replaced at pump stations 4103 and 4106 were originally installed in the 1970s, have failed and do not operate properly. In addition, many spare parts for the existing valves are no longer available. These conditions result in unusually high maintenance costs at the pump stations.

Currently, pump station 4103 discharges wastewater to a 40 year old force main beneath the Hylebos Waterway that is unreliable. A new force main was constructed in 2011 and this project will provide the necessary connection to this new force main.

Despite a reasonable level of due diligence during the design phase of this project several uncontrollable and unanticipated circumstances occurred during the first half of the project which resulted in the need for additional work that was not included in the original contract. The primary circumstances that occurred and represent the major portion of the contract increase are described below:

- When work began to install the valve and bypass connection at pump station 4102, the existing underground 16-inch ductile iron force main pipe was found to be in very poor condition and needing replacement to prevent a failure and potential overflow of untreated wastewater into the Blair Waterway. This 300 foot section of pipe is the last of the original force main that was installed 40 years ago and it will be replaced to assure a long service life. The remaining portion of this force main, which crosses beneath the Blair Waterway, was replaced in 1995.
- During the valve replacement work at pump station 4103, groundwater infiltration was discovered in one of the pump intake pipes coming from the wet well. It was found that the pipe had settled and cracked, and needed replacement.

### **Public Process**

Pump station 4102 is located in the Tideflats and is on Puyallup Indian Tribal Trust Land. During the design phase of this project the City coordinated closely with the Puyallup Indian Tribe to develop changes to the City's existing easement which will allow for the pump station upgrade to occur.

Since all construction work will be confined to City of Tacoma property and Tribal Trust Land and will not affect traffic or adjacent property owners, there has not been any formal public outreach.

### **Construction Schedule**

Project construction began in October 2012 and completion is anticipated in early February 2013.

Attachment

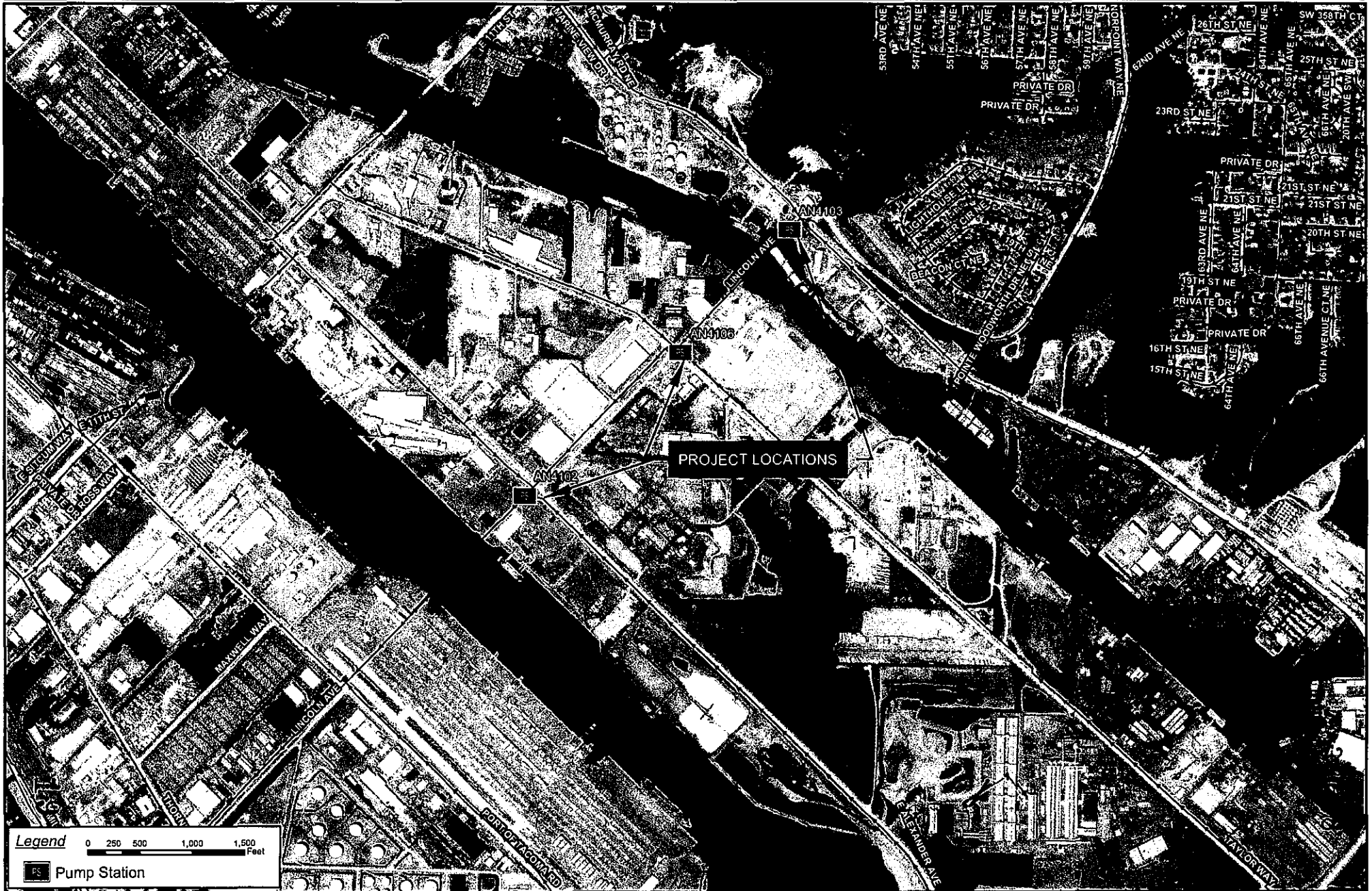
City of  
Tacoma

# PUMP STATIONS 4102, 4103, AND 4106 MODIFICATIONS

PW12-0350F

Map Date: August 15, 2012  
Source: Environmental Services  
Division, Public Works Department  
City of Tacoma

Environmental Services/ Science & Engineering  
326 East D Street , Tacoma WA 98421  
(253) 591- 5588





## RESOLUTION NO. 38609

1 A RESOLUTION relating to City-owned property; authorizing the execution of a  
2 20-year lease, with up to three, five-year extensions, with Stiebrs Farms,  
3 Inc., for the use of approximately 1.2 acres of vacant Tacoma Rail Mountain  
4 Division property located in Yelm, to be used for loading and unloading grain  
5 and agricultural products.

6 WHEREAS, in 1995, the City acquired a 100-foot-wide railroad right-of-way  
7 adjacent to Stiebrs Farms, Inc. ("Stiebrs") as part of the original acquisition of the  
8 Tacoma Rail Mountain Division ("TRMW") and, since that time, the property along  
9 the edge of the right-of-way has remained unused, and

10 WHEREAS TRMW desires to lease to Steibrs a portion of the unused  
11 right-of-way, approximately 35- by 1500-feet, to be used for loading and unloading  
12 grain and agriculture products, and

13 WHEREAS, pursuant to the proposed lease, Stiebrs will improve TRMW's  
14 property to accommodate the proposed activities, including installation of a switch,  
15 tracks, unloading pit, and other related improvements, and

16 WHEREAS the proposed lease has an initial term of 20 years, and includes  
17 the option to extend the lease for up to three additional five-year terms, for a total  
18 potential term of 35 years, and

19 WHEREAS Stiebrs will lease the site for a base rent of \$1,000 per year, and,  
20 in lieu of paying the base rent, Stiebrs may elect to meet the consideration  
21 requirement by transporting a minimum of 100 revenue carloads within the first  
22 24 months of the lease and 200 revenue carloads within each subsequent  
23 12-month period, in which case TRMW's expected monthly gross revenue from  
24 Stiebrs would exceed the base rent due, and  
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WHEREAS Real Property Services has worked with Public Works, the City Attorney's Office, and Stiebrs to prepare the proposed easement and now seeks final approval from the City Council; Now, Therefore,

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

That the proper officers of the City are hereby authorized to execute a 20-year lease, with up to three, five-year extensions, with Stiebrs Farms, Inc., for the use of approximately 1.2 acres of vacant Tacoma Rail Mountain Division property located in Yelm, to be used for loading and unloading grain and agricultural products, said document to be substantially in the form of the proposed document on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_  
City Clerk

Approved as to form:  
\_\_\_\_\_  
Chief Deputy City Attorney



## RESOLUTION NO. 38610

1 A RESOLUTION relating to City-owned property; authorizing the execution and  
2 conveyance of a non-exclusive perpetual easement to Pierce County for a  
3 sewer pipeline and associated appurtenances under and across the Tacoma  
4 Rail Mountain Division right-of-way in the Frederickson area of Pierce  
5 County; and accepting the consideration of \$10,000 for the rights granted  
6 under the easement.

7 WHEREAS, in 2006, Country Heights, LLC (“Country Heights”), a real estate  
8 developer, requested from the Tacoma Mountain Rail Division (“TMRW”) the right to  
9 construct an 8-inch sewer pipeline under and across the railroad right-of-way to  
10 serve the 42-lot residential plat of Country Heights, and

11 WHEREAS, in response to its request, a standard revocable use and  
12 occupancy permit was granted to Country Heights, the sewer line was constructed,  
13 and the plat was finalized, and

14 WHEREAS, in 2011, Country Heights sold the remaining undeveloped lots  
15 and the sewer line to Seattle Pacific Homes without consulting TRMW regarding a  
16 permit assignment for the TRMW crossing, and

17 WHEREAS City staff contacted Seattle Pacific Homes regarding the permit  
18 and sewer line, and, after discussions with both it and Pierce County, determined  
19 that an easement to Pierce County, rather than a revocable permit to a private  
20 party, would be in the best interests of TRMW, and

21 WHEREASE TRMW, Seattle Pacific Homes, and Pierce County have agreed  
22 on the following conditions for granting an easement for the sewer line: (1) Seattle  
23 Pacific Homes will convert its “Private” sewer line to a Pierce County Sewer system  
24 “Public” line by conveying it to Pierce County, and will pay TRMW fair market value  
25 in the amount of \$10,000 for a non-exclusive perpetual sewer easement;  
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(2) TRMW will grant the easement for the sewer line to Pierce County; and

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(3) Pierce County will take over ownership and maintenance responsibilities of the sewer line within the TRMW right-of-way, and

WHEREAS Real Property Services has worked with the City Attorney's Office, TRMW, and Pierce County to prepare the proposed easement and now seeks final approval from the City Council; Now, Therefore,

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

Section 1. That the proper officers of the City are hereby authorized to convey a non-exclusive perpetual easement to Pierce County for a sewer pipeline and associated appurtenances under and across the Tacoma Rail Mountain Division right-of-way in the Frederickson area of Pierce County, said document to be substantially in the form of the proposed easement on file in the office of the City Clerk.

Section 2. That the proper officers of the City are hereby authorized to accept the consideration of \$10,000 for the rights granted under the proposed easement.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Deputy City Attorney



## RESOLUTION NO. 38611

1 A RESOLUTION relating to the compensation plan and collective bargaining;  
2 affirming the execution of the Memoranda of Understanding negotiated with  
3 the Tacoma Joint Labor Committee, Professional Public Safety  
4 Management Association, Tacoma Police Management Association (Local  
5 26), and Tacoma Police Union (Local 6) regarding elimination of the City's  
6 \$30 per month, per employee, contribution to the Section 125 Flexible  
7 Benefits Plan; and ratifying the one-time taxable payment of \$360 to eligible  
8 City employees in January 2013.

9 WHEREAS the City has, for years, adopted the policy of collective  
10 bargaining between the various labor organizations representing employees and  
11 the administration, and

12 WHEREAS nonrepresented employees currently receive the same benefits  
13 agreed to between the City and the Joint Labor Committee, and

14 WHEREAS it now appears in the best interest of the City to affirm the  
15 Memoranda of Understanding negotiated with the Tacoma Joint Labor Committee,  
16 Professional Public Safety Management Association, Tacoma Police Management  
17 Association (Local 26), and Tacoma Police Union (Local 6) regarding elimination of  
18 the City's \$30 per month, per employee, contribution to the Section 125 Flexible  
19 Benefits Plan, effective December 31, 2012, and to ratify the one-time taxable  
20 payment of \$360 to eligible represented and nonrepresented City employees in  
21 January 2013; Now, Therefore,

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

23 That the City hereby affirms the execution of the Memoranda of  
24 Understanding negotiated with the Tacoma Joint Labor Committee, Professional  
25 Public Safety Management Association, Tacoma Police Management  
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Association (Local 26), and Tacoma Police Union (Local 6) regarding the elimination of the City's \$30 per month, per employee, contribution to the Section 125 Flexible Benefits Plan effective December 31, 2012, and ratifying the one-time taxable payment of \$360 to eligible represented and nonrepresented City employees in January 2013.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Deputy City Attorney



## RESOLUTION NO. 38612

1 A RESOLUTION relating to community development, and local improvements;  
2 authorizing the execution of a Fourth Amendment to the Agreement for  
3 Improvements with Point Ruston, LLC, for reimbursement for certain  
4 improvements within the ASARCO Tacoma Smelter Superfund site.

4 WHEREAS, on March 10, 2009, the City Council adopted Amended  
5 Resolution No. 37747, authorizing the execution of an Agreement for Improvements  
6 with Point Ruston, LLC ("Point Ruston"), that included creating a Local  
7 Improvement District ("LID") for certain improvements within the ASARCO Tacoma  
8 Smelter Superfund site (the "Agreement"), and  
9

10 WHEREAS, pursuant to Resolution No. 37747, on April 28, 2009, the City  
11 executed the Agreement with Point Ruston regarding the construction of  
12 infrastructure improvements in the City of Tacoma and the Town of  
13 Ruston ("Ruston"), which, upon completion in accordance with the requirements of  
14 the City and Ruston, \$11 million of the total cost would be reimbursed to Point  
15 Ruston and financed under an LID, and  
16

17 WHEREAS Point Ruston was required to secure construction financing to  
18 complete the improvements, and  
19

20 WHEREAS, once completed, the project improvements would be conveyed  
21 to the City and Ruston with the final funding of the project improvements intended  
22 to be paid out of LID bonds issued by the City, and  
23

24 WHEREAS proceeds of the bond sale were intended to be used to  
25 reimburse Point Ruston for its costs to construct the project, and  
26



1           WHEREAS, after execution of the original Agreement, Point Ruston  
2 requested modifications due to its difficulty in securing project financing and to  
3 include increased funding commitment by the City, and  
4

5           WHEREAS, on October 20, 2009, the City Council adopted Resolution  
6 No. 37892, authorizing the execution of an amendment to the original Agreement,  
7 which (1) increased the LID cap from \$11 million to \$15.5 million, and (2) separated  
8 the LID into two phases, with the City being obligated to begin reimbursing project  
9 expenditures once Phase I was completed, inspected, and the assessments  
10 confirmed by the City Council, and  
11

12           WHEREAS, on March 29, 2011, the City Council adopted Resolution  
13 No. 38229, authorizing the execution of a second amendment to the Agreement,  
14 which authorized, among other things, payment of \$3 million to Point Ruston for  
15 completed work on the sanitary sewer LID component and other work completed to  
16 that point, and  
17

18           WHEREAS, on July 26, 2011, the City Council adopted Resolution  
19 No. 38300, authorizing the execution of a third amendment to the Agreement, which  
20 authorized, among other things: (1) the diminishment of the express phasing of the  
21 project, instead establishing an approach that allows for sooner reimbursement for  
22 distinct elements of the project set forth in a Schedule of Values, and to specify the  
23 terms and conditions under which the City will reimburse the developer for the costs  
24 of these distinct elements of the improvements based on the Schedule of Values;  
25  
26 (2) increasing the LID cap to \$28.699 million, which amount includes an additional



1 \$5 million budget for the Waterwalk Improvements (as defined in the Third  
2 Amendment); (3) increasing the scope of work of the project to include the  
3 Waterwalk Improvements; (4) committing the parties to enter into good faith  
4 negotiations for the purchase and sale of the Waterwalk Improvements and the real  
5 property comprising the Waterwalk Property (as defined in the Third Amendment)  
6 for an agreed-to price of \$6 million; and (5) committing the developer to pay down  
7 the LID assessments by \$6 million from the proceeds of the Waterwalk purchase as  
8 defined in the Third Amendment, and  
9  
10

11 WHEREAS this proposed Fourth Amendment will allow for further  
12 modification of the Agreement primarily to: (1) increase the LID cap to \$31 million to  
13 cover increased bond fees, interest and staff costs; and (2) account for the payment  
14 and handling procedures of the \$6 million Monetary Consideration for the  
15 Waterwalk which will be deposited in a City account to be applied, along with any  
16 interest earned, toward the first two years' installments when due; Now, Therefore,  
17

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

19 That the proper officers of the City are hereby authorized to execute the  
20 Fourth Amendment to the Agreement for Improvements with Point Ruston, LLC, for  
21 reimbursement for certain improvements within the ASARCO Tacoma Smelter  
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Superfund site, said document to be substantially in the form of the proposed amendment on file in the office of the City Clerk.

Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Deputy City Attorney



## ORDINANCE NO. 28126

1 AN ORDINANCE of the City of Tacoma, Washington, providing for the issuance of  
 2 limited tax general obligation refunding bonds of the City in the aggregate  
 3 principal amount of not to exceed \$45,630,000 to refund or defease certain  
 4 outstanding limited tax general obligation bonds and to pay costs of issuing  
 the bonds; providing the form and terms of the bonds; and delegating the  
 authority to approve the final terms of the bonds.

5 WHEREAS the City of Tacoma, Washington (the "City") has outstanding its  
 6 Limited Tax General Obligation Refunding Bonds, 2001, dated July 15, 2001, and  
 7 issued pursuant to Ordinance No. 26824, passed by the City Council (the "Council")  
 8 on June 26, 2001, and Substitute Resolution No. 35205 adopted on July 10, 2001  
 9 (together, the "2001 Bond Ordinance"), which remain outstanding as follows:  
 10

11	Maturity Date (December 1)	Principal Amount	Interest Rate
12	2013	\$ 540,000	4.625%
13	2014	565,000	4.750

14 (the "2001 Bonds"), and  
 15

16 WHEREAS the 2001 Bond Ordinance provides that the City may call the  
 17 2001 Bonds maturing on or after December 1, 2012 (the "2001 Refunding  
 18 Candidates") for redemption on or after December 1, 2011, in whole or in part on  
 19 any date, at a price of par plus accrued interest, if any, to the date of redemption,  
 20 and  
 21

22 WHEREAS the City has outstanding its Limited Tax General Obligation  
 23 Bonds, 2004, dated August 5, 2004, and issued pursuant to Substitute Ordinance  
 24 No. 27249, passed by the Council on June 29, 2004, and Resolution No. 36260,  
 25  
 26





adopted on July 27, 2004 (together, the “2004 Bond Ordinance”), which remain  
1 outstanding as follows:

2	3	4	5
	<u>Maturity Dates</u> (December 1)	<u>Principal Amount</u>	<u>Interest Rate</u>
4	2013	\$ 1,205,000	5.00%
5	2014	1,250,000	5.00
6	2015	1,305,000	5.00
7	2016	1,360,000	5.00
8	2017	1,420,000	5.00
9	2018	1,480,000	5.00
10	2019	1,545,000	5.00
11	2020	1,620,000	5.00
12	2021	1,695,000	5.00
13	2022	1,775,000	5.25
14	2023	1,860,000	5.25
15	2024	1,955,000	5.25
16	2025	2,050,000	5.00
17	2026	2,155,000	5.00
18	2030	9,810,000	5.00
19	2034	12,040,000	5.00

15 (the “2004 Bonds”), and

16 WHEREAS the 2004 Bond Ordinance provides that the City may defease the  
17 2004 Bonds to their maturities and may call the 2004 Bonds maturing on or after  
18 December 1, 2015 (together, the “2004 Refunding Candidates”), for redemption on  
19 or after December 1, 2014, in whole or in part on any date, at a price of par plus  
20 accrued interest, if any, to the date of redemption, and  
21

22 WHEREAS, after due consideration, it appears to the City Council that all or  
23 a portion of the 2001 Refunding Candidates and the 2004 Refunding Candidates  
24 (together, the “Refunding Candidates”) may be defeased to maturity or defeased  
25

26



1 and refunded by the proceeds of limited tax general obligation refunding bonds at a  
2 savings to the City and its taxpayers, and

3 WHEREAS the City Council deems it in the best interest of the City to issue  
4 limited tax general obligation refunding bonds in the aggregate principal amount of  
5 not to exceed \$45,630,000 (the "Bonds") to defease to maturity or redeem and  
6 defease all or a portion of the Refunding Candidates and to pay costs of issuing the  
7 Bonds, and

8 WHEREAS the City Council wishes to delegate authority to the City Manager  
9 and Treasurer (each, a "Designated Representative") for a limited time, to approve  
10 the interest rates, maturity dates, redemption terms and principal maturities for the  
11 Bonds within the parameters set by this ordinance, and

12 WHEREAS the City expects to receive a proposal from J.P. Morgan  
13 Securities, LLC (the "Underwriter") and now desires to issue and sell the Bonds to  
14 the Underwriter as set forth herein; Now, Therefore,  
15

16  
17 BE IT ORDAINED BY THE CITY OF TACOMA:

18 Section 1. Definitions and Interpretation of Terms.

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

21 "Acquired Obligations" means the Government Obligations acquired by the  
22 City under the terms of this ordinance and the Escrow Deposit Agreement to effect  
23 the defeasance and refunding of the Refunded Bonds.

24 "Beneficial Owner" means any person that has or shares the power, directly  
25 or indirectly, to make investment decisions concerning ownership of any Bonds  
26



1 (including persons holding Bonds through nominees, depositories or other  
intermediaries).

2 “Bond Fund” means the “City of Tacoma Limited Tax General Obligation  
3 Bond Debt Service Fund, 2013” authorized to be created pursuant to Section 9.  
4

5 “Bond Purchase Contract” means the contract for the purchase of the Bonds  
6 between the Underwriter and the City, executed pursuant to Section 11.

7 “Bond Register” means the registration books showing the name, address  
8 and tax identification number of each Registered Owner of the Bonds, maintained  
9 pursuant to Section 149(a) of the Code.  
10

11 “Bond Registrar” means, initially, the fiscal agency of the state of  
12 Washington, for the purposes of registering and authenticating the Bonds,  
13 maintaining the Bond Register, effecting transfer of ownership of the Bonds and  
14 paying interest on and principal of the Bonds.

15 “Bond Year” means each one-year period that ends on the date selected by  
16 the City. The first and last Bond Years may be short periods. If no date is selected  
17 by the City before the earlier of the final maturity date of the Bonds or the date that  
18 is five years after the date of issuance of the Bonds, Bond Years end on each  
19 anniversary of the date of issue and on the final maturity date of such Bonds.  
20

21 “Bonds” mean the not to exceed \$45,630,000 aggregate principal amount of  
22 City of Tacoma, Washington, Limited Tax General Obligation Refunding Bonds,  
23 2013, authorized to be issued pursuant to this ordinance.  
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“Call Date” means, with respect to each series of Refunded Bonds, the date selected as the call date by the Designated Representative under the ordinance authorizing such series of Refunded Bonds.

“City” means the City of Tacoma, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the state of Washington.

“Code” means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

“Commission” means the Securities and Exchange Commission.

“Council” or “City Council” means the legislative body of the City as duly and regularly constituted from time to time.

“Designated Representative” means the City Manager and Treasurer, or his or her designee.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the state of New York, as depository for the Bonds pursuant to Section 3.

“Escrow Agent” means U.S. Bank National Association, Seattle, Washington.

“Escrow Deposit Agreement” means the Escrow Deposit Agreement(s) between the City and the Escrow Agent to be dated as of the date of closing of the Bonds and substantially in the form on file with the City.

“Federal Tax Certificate” means the certificate executed by the Finance Director setting forth the requirements of the Code for maintaining the tax exemption of interest on the Bonds, and attachments thereto.



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“Finance Director” means the person holding such position or a successor to such position and anyone lawfully exercising the functions of such position.

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

“Letter of Representations” means the blanket issuer letter of representations from the City to DTC.

“Lodging Taxes” means lodging taxes levied and received by the City, pursuant to RCW 67.28.180 and RCW 67.28.181.

“MSRB” means the Municipal Securities Rulemaking Board or any successors to its functions.

“Net Proceeds,” when used with reference to any Bonds, means the principal amount of such Bonds, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

“Private Person” means any natural person engaged in a trade or business or any trust, estate, partnership, association, company, or corporation.

“Private Person Use” means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental



1 of property to the Private Person on a short-term basis in accordance with  
2 regulations under the Code if the rental paid by such Private Person is the same as  
3 the rental paid by any Private Person who desires to rent the property. Use of  
4 property by nonprofit community groups or community recreational groups is not  
5 treated as Private Person Use if such use is incidental to the governmental uses of  
6 property, the property is made available for such use by all such community groups  
7 on an equal basis and such community groups are charged only a *de minimis* fee to  
8 cover custodial expenses.

9  
10 "Refunded Bonds" mean all or a portion of the Refunding Candidates  
11 designated by the Designated Representative for defeasance and/or refunding  
12 pursuant to Section 7 and Section 11.

13 "Refunding Account" means the account by that name established pursuant  
14 to Section 7.

15 "Refunding Candidates" mean the 2001 Refunding Candidates and the  
16 2004 Refunding Candidates.

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

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

24 "2001 Bond Ordinance" means, collectively, Ordinance No. 26824 passed by  
25 the Council on June 26, 2001, and Substitute Resolution No. 35205, adopted on  
26 July 10, 2001, authorizing the issuance of the 2001 Bonds.



1 "2001 Bonds" mean the City of Tacoma, Washington, Limited Tax General  
2 Obligation Refunding Bonds, 2001, issued pursuant to the 2001 Bond Ordinance as  
3 described in the recitals of this ordinance.

4 "2001 Refunded Bonds" mean the 2001 Refunding Candidates designated  
5 by the Designated Representative for defeasance and/or refunding pursuant to  
6 Section 11 of this ordinance.

7 "2001 Refunding Candidates" mean the 2001 Bonds maturing on and after  
8 December 1, 2013.

9 "2004 Bond Ordinance" means, collectively, Substitute Ordinance No. 27249  
10 passed by the Council on June 24, 2004, and Resolution No. 36260, adopted on  
11 July 27, 2004, authorizing the issuance of the 2004 Bonds.

12 "2004 Bonds" mean the City of Tacoma, Washington, Limited Tax General  
13 Obligation Bonds, 2004, issued pursuant to the 2004 Bond Ordinance as described  
14 in the recitals of this ordinance.

15 "2004 Refunded Bonds" mean the 2004 Refunding Candidates designated  
16 by the Designated Representative for defeasance and/or refunding pursuant to  
17 Section 11 of this ordinance.

18 "2004 Refunding Candidates" mean the 2004 Bonds maturing on and after  
19 December 1, 2013.

20 "Underwriter" means J.P. Morgan Securities, LLC.

21 (b) Interpretation. In this ordinance, unless the context otherwise  
22 requires:  
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1           (1)     The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any  
2 similar terms, as used in this ordinance, refer to this ordinance as a whole and not  
3 to any particular article, section, subdivision or clause hereof, and the term  
4 “hereafter” shall mean after, and the term “heretofore” shall mean before, the date  
5 of this ordinance;

6           (2)     Words of the masculine gender shall mean and include correlative  
7 words of the feminine and neuter genders and words importing the singular number  
8 shall mean and include the plural number and vice versa;

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

12           (4)     Any headings preceding the text of the several articles and sections of  
13 this ordinance, and any table of contents or marginal notes appended to copies  
14 hereof, shall be solely for convenience of reference and shall not constitute a part of  
15 this ordinance, nor shall they affect its meaning, construction or effect; and  
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17

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

20           Section 2. Authorization of Bonds and Bond Details. For the purpose of  
21 refunding the Refunded Bonds and paying costs of issuance of the Bonds, the City  
22 shall issue and sell limited tax general obligation refunding bonds in the aggregate  
23 principal amount of not to exceed \$45,630,000 (the “Bonds”).

24           The Bonds shall be general obligations of the City, shall be designated “City  
25 of Tacoma, Washington, Limited Tax General Obligation Refunding Bonds, 2013”  
26





1 with additional series designation or other designation as set forth in the Bond  
2 Purchase Contract and approved by the Designated Representative.

3 The Bonds shall be dated as of their date of initial delivery, shall be fully  
4 registered as to both principal and interest, shall be in the denomination of \$5,000  
5 each or any integral multiple thereof within a maturity, shall be numbered separately  
6 in the manner and with any additional designation as the Bond Registrar deems  
7 necessary for purposes of identification and control, and shall bear interest payable  
8 on the dates set forth in the Bond Purchase Contract. The Bonds shall bear  
9 interest at the rates set forth in the Bond Purchase Contract; and shall mature on  
10 the dates and in the principal amounts set forth in the Bond Purchase Contract and  
11 as approved by a Designated Representative pursuant to Section 11.

12  
13 Section 3. Registration, Exchange and Payments.

14 (a) Bond Registrar/Bond Register. The City hereby specifies and adopts  
15 the system of registration approved by the Washington State Finance Committee  
16 from time to time through the appointment of the state fiscal agency. The City shall  
17 cause a Bond Register to be maintained by the Bond Registrar. So long as any  
18 Bonds remain outstanding, the Bond Registrar shall make all necessary provisions  
19 to permit the exchange or registration or transfer of Bonds at its principal corporate  
20 trust office. The Bond Registrar may be removed at any time at the option of the  
21 Finance Director upon prior notice to the Bond Registrar and a successor Bond  
22 Registrar appointed by the Finance Director. No resignation or removal of the Bond  
23 Registrar shall be effective until a successor shall have been appointed and until  
24 the successor Bond Registrar shall have accepted the duties of the Bond Registrar



1 hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate  
2 and deliver Bonds transferred or exchanged in accordance with the provisions of  
3 such Bonds and this ordinance and to carry out all of the Bond Registrar's powers  
4 and duties under this ordinance. The Bond Registrar shall be responsible for its  
5 representations contained in the Certificate of Authentication of the Bonds.

6 (b) Registered Ownership. The City and the Bond Registrar, each in its  
7 discretion, may deem and treat the Registered Owner of each Bond as the absolute  
8 owner thereof for all purposes (except as provided in Section 12 of this ordinance),  
9 and neither the City nor the Bond Registrar shall be affected by any notice to the  
10 contrary. Payment of any such Bond shall be made only as described in  
11 Section 3(h), but such Bond may be transferred as herein provided. All such  
12 payments made as described in Section 3(h) shall be valid and shall satisfy and  
13 discharge the liability of the City upon such Bond to the extent of the amount or  
14 amounts so paid.  
15

16 (c) DTC Acceptance/Letters of Representations. The Bonds initially shall  
17 be held in fully immobilized form by DTC acting as depository. To induce DTC to  
18 accept the Bonds as eligible for deposit at DTC, the City has executed and  
19 delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor  
20 the Bond Registrar will have any responsibility or obligation to DTC participants or  
21 the persons for whom they act as nominees (or any successor depository) with  
22 respect to the Bonds in respect of the accuracy of any records maintained by DTC  
23 (or any successor depository) or any DTC participant, the payment by DTC (or any  
24 successor depository) or any DTC participant of any amount in respect of the  
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1 principal of or interest on Bonds, any notice which is permitted or required to be  
2 given to Registered Owners under this ordinance (except such notices as shall be  
3 required to be given by the City to the Bond Registrar or to DTC (or any successor  
4 depository)), or any consent given or other action taken by DTC (or any successor  
5 depository) as the Registered Owner. For so long as any Bonds are held in fully  
6 immobilized form by a depository, DTC or its successor depository shall be deemed  
7 to be the Registered Owner for all purposes hereunder, and all references herein to  
8 the Registered Owners shall mean DTC (or any successor depository) or its  
9 nominee and shall not mean the owners of any beneficial interest in such Bonds.  
10

11 (d) Use of Depository.

12 (1) The Bonds shall be registered initially in the name of  
13 "Cede & Co.", as nominee of DTC, with one Bond maturing on each of the maturity  
14 dates for the Bonds in a denomination corresponding to the total principal therein  
15 designated to mature on such date. Registered ownership of such Bonds, or any  
16 portions thereof, may not thereafter be transferred except (A) to any successor of  
17 DTC or its nominee, provided that any such successor shall be qualified under any  
18 applicable laws to provide the service proposed to be provided by it; (B) to any  
19 substitute depository appointed by the Finance Director pursuant to subsection (2)  
20 below or such substitute depository's successor; or (C) to any person as provided in  
21 subsection (4) below.  
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24 (2) Upon the resignation of DTC or its successor (or any substitute  
25 depository or its successor) from its functions as depository or a determination by  
26 the Finance Director to discontinue the system of book entry transfers through DTC



1 or its successor (or any substitute depository or its successor), the Finance Director  
2 may hereafter appoint a substitute depository. Any such substitute depository shall  
3 be qualified under any applicable laws to provide the services proposed to be  
4 provided by it.

5 (3) In the case of any transfer pursuant to clause (A) or (B) of  
6 subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding  
7 Bonds, together with a written request on behalf of the Finance Director, issue a  
8 single new Bond for each maturity then outstanding, registered in the name of such  
9 successor or such substitute depository, or their nominees, as the case may be, all  
10 as specified in such written request of the Finance Director.  
11

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

1 Denominations. The transfer of any Bond may be registered and Bonds may be  
2 exchanged, but no transfer of any such Bond shall be valid unless it is surrendered  
3 to the Bond Registrar with the assignment form appearing on such Bond duly  
4 executed by the Registered Owner or such Registered Owner's duly authorized  
5 agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the  
6 Bond Registrar shall cancel the surrendered Bond and shall authenticate and  
7 deliver, without charge to the Registered Owner or transferee therefor, a new Bond  
8 (or Bonds at the option of the new Registered Owner) of the same date, maturity  
9 and interest rate and for the same aggregate principal amount in any authorized  
10 denomination, naming as Registered Owner the person or persons listed as the  
11 assignee on the assignment form appearing on the surrendered Bond, in exchange  
12 for such surrendered and canceled Bond. Any Bond may be surrendered to the  
13 Bond Registrar and exchanged, without charge, for an equal aggregate principal  
14 amount of Bonds of the same date, maturity and interest rate, in any authorized  
15 denomination. The Bond Registrar shall not be obligated to register the transfer or  
16 to exchange any Bond during the 15 days preceding any principal payment date  
17 any such Bond is to be redeemed.

21 (f) Bond Registrar's Ownership of Bonds. The Bond Registrar may

22 become the Registered Owner of any Bond with the same rights it would have if it  
23 were not the Bond Registrar, and to the extent permitted by law, may act as  
24 depository for and permit any of its officers or directors to act as a member of, or in  
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any other capacity with respect to, any committee formed to protect the right of the  
1 Registered Owners of Bonds.

2 (g) Registration Covenant. The City covenants that, until all Bonds have  
3 been surrendered and canceled, it will maintain a system for recording the  
4 ownership of each Bond that complies with the provisions of Section 149 of the  
5 Code.  
6

7 (h) Place and Medium of Payment. Both principal of and interest on the  
8 Bonds shall be payable in lawful money of the United States of America. Interest  
9 on the Bonds shall be calculated on the basis of a year of 360 days and twelve  
10 30-day months. For so long as all Bonds are held by a depository, payments of  
11 principal and interest thereon shall be made as provided in accordance with the  
12 operational arrangements of DTC referred to in the Letter of Representations. In  
13 the event that the Bonds are no longer held by a depository, interest on the Bonds  
14 shall be paid by check or draft mailed to the Registered Owners at the addresses  
15 for such Registered Owners appearing on the Bond Register on the fifteenth day of  
16 the month preceding the interest payment date, or upon the written request of a  
17 Registered Owner of more than \$1,000,000 of Bonds (received by the Bond  
18 Registrar at least 15 days prior to the applicable payment date), such payment shall  
19 be made by the Bond Registrar by wire transfer to the account within the United  
20 States designated by the Registered Owner. Principal of the Bonds shall be  
21 payable upon presentation and surrender of such Bonds by the Registered Owners  
22 at the principal office of the Bond Registrar.  
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1 If any Bond shall be duly presented for payment and funds have not been  
2 duly provided by the City on such applicable date, then interest shall continue to  
3 accrue thereafter on the unpaid principal thereof at the rate stated on such Bond  
4 until it is paid.

5 Section 4. Redemption Prior to Maturity and Purchase of Bonds.

6 (a) Mandatory Redemption of Term Bonds and Optional Redemption, if  
7 any. The Bonds shall be subject to optional redemption on the dates, at the prices  
8 and under the terms set forth in the Bond Purchase Contract approved by the  
9 Designated Representative pursuant to Section 11. The Bonds shall be subject to  
10 mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract  
11 approved by the Designated Representative pursuant to Section 11.

12 (b) Purchase of Bonds. The City reserves the right to purchase any of  
13 the Bonds offered to it at any time at a price deemed reasonable by the Finance  
14 Director.  
15

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

11  
12 (d) Notice of Redemption.

13 (1) Official Notice. For so long as the Bonds are held in  
14 uncertificated form, notice of redemption (which notice may be conditional) shall be  
15 given in accordance with the operational arrangements of DTC as then in effect,  
16 and neither the City nor the Bond Registrar will provide any notice of redemption to  
17 any Beneficial Owners. Thereafter (if the Bonds are no longer held in uncertificated  
18 form), notice of redemption shall be given in the manner hereinafter provided.

19  
20 Unless waived by any owner of Bonds to be redeemed, official notice of any such  
21 redemption (which redemption may be conditioned by the Bond Registrar on the  
22 receipt of sufficient funds for redemption or otherwise) shall be given by the Bond  
23 Registrar on behalf of the City by mailing a copy of an official redemption notice by  
24 first class mail at least 20 days and not more than 60 days prior to the date fixed for  
25 redemption to the Registered Owner of the Bond or Bonds to be redeemed at the  
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1 address shown on the Bond Register or at such other address as is furnished in  
2 writing by such Registered Owner to the Bond Registrar.

3 All official notices of redemption shall be dated and shall state:

4 (A) the redemption date,

5 (B) the redemption price,

6 (C) if fewer than all outstanding Bonds are to be redeemed,  
7 the identification by maturity (and, in the case of partial redemption, the respective  
8 principal amounts) of the Bonds to be redeemed,

9 (D) that (unless such notice is conditional) on the  
10 redemption date the redemption price will become due and payable upon each  
11 such Bond or portion thereof called for redemption, and that interest thereon shall  
12 cease to accrue from and after said date,

13 (E) any conditions to redemption, and

14 (F) the place where such Bonds are to be surrendered for  
15 payment of the redemption price, which place of payment shall be the principal  
16 office of the Bond Registrar.

17  
18 On or prior to any redemption date (unless such notice is conditional), the  
19 City shall deposit with the Bond Registrar an amount of money sufficient to pay the  
20 redemption price of all the Bonds or portions of Bonds which are to be redeemed on  
21 that date.

22  
23 (2) Effect of Notice; Bonds Due. If an unconditional notice of  
24 redemption has been given as aforesaid, or if the conditions to redemption have  
25 been satisfied or waived, the Bonds or portions of Bonds so to be redeemed shall,  
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1 on the redemption date, become due and payable at the redemption price therein  
2 specified, and from and after such date such Bonds or portions of Bonds shall  
3 cease to bear interest. Upon surrender of such Bonds for redemption in  
4 accordance with said notice, such Bonds shall be paid by the Bond Registrar at the  
5 redemption price. Installments of interest due on or prior to the redemption date  
6 shall be payable as herein provided for payment of interest. All Bonds which have  
7 been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

8 If a conditional notice of redemption has been given and the conditions to  
9 redemption have not been satisfied or waived, notice of redemption given pursuant  
10 to this ordinance may be rescinded by written notice given by the Bond Registrar on  
11 behalf of the City as soon as practicable in the same manner, and to the same  
12 Registered Owners of the Bond or Bonds, as notice of such redemption was given  
13 pursuant to this Section 4(d). If notice of recession has been provided, the Bonds  
14 or portions of Bonds so to be redeemed, on the redemption date, shall not become  
15 due and payable and from and after such date such Bonds or portions of Bonds  
16 shall continue to bear interest at the rate or rates set forth therein until paid or until  
17 due provision is made for the payment of the same.

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19  
20 (3) Additional Notice. In addition to the foregoing notice, further  
21 notice shall be given by the City as set out below, but no defect in said further  
22 notice nor any failure to give all or any portion of such further notice shall in any  
23 manner defeat the effectiveness of a call for redemption if notice thereof is given as  
24 above prescribed. Each further notice of redemption given hereunder shall contain  
25 the information required above for an official notice of redemption plus (A) the  
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CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to Section 12 and with such additional information as the City shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) Amendment of Notice Provisions. The foregoing notice provisions of this Section 4, including, but not limited to, the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form with appropriate or necessary insertions, depending upon the omissions and variations as permitted or required hereby:



UNITED STATES OF AMERICA

NO. \_\_\_\_\_

\$ \_\_\_\_\_

STATE OF WASHINGTON  
CITY OF TACOMA

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2013

INTEREST RATE: %      MATURITY DATE:      CUSIP NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Tacoma, 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 thereon from \_\_\_\_\_, 2013, 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 \_\_\_\_\_, and semiannually thereafter on the first days of each succeeding December and June. Both principal of and interest on this bond are payable in lawful money of the United States of America. The fiscal agency of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). 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.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. \_\_\_\_\_ duly passed by the City Council on January 15, 2013 (the "Bond Ordinance"). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

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

This bond is one of an authorized issue of bonds of like date, tenor, rate of interest and date of maturity, except as to number and amount in the aggregate principal amount of \$\_\_\_\_\_ and is issued pursuant to the Bond Ordinance to provide a portion of the funds necessary (a) to defease and/or refund certain limited tax general obligation bonds of the City, and (b) to pay costs of issuance for the bonds.



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The bonds of this issue are subject to redemption as provided in the Bond Purchase Contract and Official Statement.

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

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

The bonds of this issue have not been designated by the City as "qualified tax-exempt obligations" for investment by financial institutions under Section 265(b) of the Code.

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

IN WITNESS WHEREOF, the City of Tacoma, Washington, has caused this bond to be executed by the manual or facsimile signatures of the Mayor and the City Clerk and the seal of the City imprinted, impressed or otherwise reproduced hereon as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

[SEAL]

CITY OF TACOMA, WASHINGTON

By           /s/ manual or facsimile            
Mayor

ATTEST:

          /s/ manual or facsimile            
City Clerk



1 The Bond Registrar's Certificate of Authentication on the Bonds shall be in  
2 substantially the following form:

3 CERTIFICATE OF AUTHENTICATION

4 This bond is one of the bonds described in the within-mentioned Bond Ordinance  
5 and is one of the Limited Tax General Obligation Refunding Bonds, 2013 of the City  
6 of Tacoma, Washington, dated \_\_\_\_\_, 2013.

7 WASHINGTON STATE FISCAL AGENCY, as Bond Registrar

8 By \_\_\_\_\_

9 Section 6. Execution of Bonds. The Bonds shall be executed on behalf of  
10 the City with the manual or facsimile signature of the Mayor and attested by the  
11 manual or facsimile signature of the City Clerk and the seal of the City shall be  
12 impressed, imprinted or otherwise reproduced thereon.

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

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

Section 7. Refunding Plan; Application of Bond Proceeds.

(a) Refunding Plan. For the purpose of realizing a debt service savings, the City proposes to defease and/or refund the Refunded Bonds as set forth herein. The Refunded Bonds shall include all or a portion of the Refunding Candidates as designated by the Designated Representative and set forth in the Bond Purchase Contract. Proceeds of the Bonds shall be deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement to be used immediately upon receipt thereof to defease the Refunded Bonds as authorized by the 2001 Bond Ordinance and the 2004 Bond Ordinance, as applicable, and to pay costs of issuance of the Bonds.

The net proceeds deposited with the Escrow Agent shall be used to defease the Refunded Bonds and discharge the obligations thereon by the purchase of certain Government Obligations (which obligations so purchased, are herein called "Acquired Obligations"), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:



1 (1) interest on the Refunded Bonds as such becomes due on and prior to  
the applicable Call Date; and

2 (2) the redemption price (100% of the principal amount) of the  
3 Refunded Bonds on the applicable Call Date (or maturity date, in the case of  
4 Refunded Bonds that are defeased to their maturity).  
5

6 Such Acquired Obligations shall be purchased at a yield not greater than the  
7 yield permitted by the Code and regulations relating to acquired obligations in  
8 connection with refunding bond issues.

9 (b) Escrow Agent/Escrow Deposit Agreement. A beginning cash balance,  
10 if any, and the Acquired Obligations shall be deposited irrevocably with the Escrow  
11 Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the  
12 Bonds remaining after acquisition of the Acquired Obligations and provision for the  
13 necessary beginning cash balance shall be utilized to pay expenses of the  
14 acquisition and safekeeping of the Acquired Obligations and costs of issuance of  
15 the Bonds.  
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17

18 In order to carry out the purposes of this Section 7, the Finance Director is  
19 authorized and directed to execute and deliver to the Escrow Agent, an Escrow  
20 Deposit Agreement.

21 (c) Call for Redemption of Refunded Bonds. The City hereby sets aside  
22 sufficient funds out of the purchase of Acquired Obligations from proceeds of the  
23 Bonds to make the payments described above.  
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1 The City hereby calls the Refunded Bonds to be redeemed for redemption  
2 on their respective Call Date in accordance with the provisions of the 2001 Bond  
3 Ordinance and the 2004 Bond Ordinance authorizing the redemption and retirement  
4 of the 2001 Bonds and the 2004 Bonds, as applicable, prior to their fixed maturities.

5 Said defeasance and call for redemption of the Refunded Bonds shall be  
6 irrevocable after the issuance of the Bonds and delivery of the Acquired Obligations  
7 to the Escrow Agent.

8 The Escrow Agent is hereby authorized and directed to provide for the giving  
9 of notices of the defeasance and/or redemption of the Refunded Bonds in  
10 accordance with the applicable provisions of the 2001 Bond Ordinance and the  
11 2004 Bond Ordinance, as applicable. The costs of publication of such notices shall  
12 be an expense of the City.  
13

14 The Escrow Agent is hereby authorized and directed to pay to the Finance  
15 Director, or, at the direction of the Finance Director, to the paying agent for the  
16 Refunded Bonds, sums sufficient to pay, when due, the payments specified in this  
17 Section 7. All such sums shall be paid from the moneys and Acquired Obligations  
18 deposited with the Escrow Agent, and the income therefrom and proceeds thereof.  
19 All such sums so paid to or to the order of the Finance Director shall be credited to  
20 the Refunding Account. All moneys and Acquired Obligations deposited with the  
21 Escrow Agent and any income therefrom shall be held, invested (but only at the  
22 direction of the Finance Director) and applied in accordance with the provisions of  
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1 this ordinance and with the laws of the State of Washington for the benefit of the  
2 City and owners of the Refunded Bonds.

3 The City will take such actions as are found necessary to see that all  
4 necessary and proper fees, compensation and expenses of the Escrow Agent for  
5 the Refunded Bonds shall be paid when due.

6 Section 8. Tax Covenants. The City covenants that it will not take or permit  
7 to be taken on its behalf any action that would adversely affect the exemption from  
8 federal income taxation of the interest on the Bonds and will take or require to be  
9 taken such acts as may reasonably be within its ability and as may from time to  
10 time be required under applicable law to continue the exemption from federal  
11 income taxation of the interest on the Bonds.  
12

13 (a) Arbitrage Covenant. Without limiting the generality of the foregoing,  
14 the City covenants that it will not take any action or fail to take any action with  
15 respect to the proceeds of sale of the Bonds or any other funds of the City which  
16 may be deemed to be proceeds of the Bonds pursuant to Section 148 of the Code  
17 and the regulations promulgated thereunder which, if such use had been  
18 reasonably expected on the dates of delivery of the Bonds to the initial purchasers  
19 thereof, would have caused the Bonds to be treated as "arbitrage bonds" within the  
20 meaning of such term as used in Section 148 of the Code. The City will comply with  
21 the requirements of Section 148 of the Code and the applicable regulations  
22 thereunder throughout the term of the Bonds.  
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1 (b) Private Person Use Limitation for Bonds. The City covenants that for  
as long as the Bonds are outstanding, it will not permit:

2 (1) More than 10% of the Net Proceeds of the Bonds to be  
3 allocated to any Private Person Use; and  
4

5 (2) More than 10% of the principal or interest payments on the  
6 Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in  
7 property used or to be used for any Private Person Use or secured by payments in  
8 respect of property used or to be used for any Private Person Use, or (B) derived  
9 from payments (whether or not made to the City) in respect of property, or borrowed  
10 money, used or to be used for any Private Person Use.  
11

12 The City further covenants that, if:

13 (3) More than five percent of the Net Proceeds of the Bonds are  
14 allocable to any Private Person Use; and  
15

16 (4) More than five percent of the principal or interest payments on  
17 the Bonds in a Bond Year are (under the terms of this ordinance or any underlying  
18 arrangement) directly or indirectly:

19 (A) secured by any interest in property used or to be used  
20 for any Private Person Use or secured by payments in respect of property used or  
21 to be used for any Private Person Use, or  
22

23 (B) derived from payments (whether or not made to the City)  
24 in respect of property, or borrowed money, used or to be used for any Private  
25 Person Use, then, (i) any Private Person Use of the projects described in  
26



1 subsection (3) hereof or Private Person Use payments described in subsection (4)  
2 hereof that is in excess of the five percent limitations described in such  
3 subsections (3) or (4) will be for a Private Person Use that is related to the state or  
4 local governmental use of the projects refunded by the proceeds of the Bonds; and  
5 (ii) any Private Person Use will not exceed the amount of Net Proceeds of the  
6 Bonds allocable to the state or local governmental use portion of the projects(s) to  
7 which the Private Person Use of such portion of the projects refunded by the  
8 proceeds of the Bonds relate. The City further covenants that it will comply with  
9 any limitations on the use of the projects refunded by the proceeds of the Bonds by  
10 other than state and local governmental users that are necessary, in the opinion of  
11 its bond counsel, to preserve the tax exemption of the interest on the Bonds.  
12

13 (c) Modification of Tax Covenants. The covenants of this section are  
14 specified solely to assure the continued exemption from regular income taxation of  
15 the interest on the Bonds. To that end, the provisions of this section may be  
16 modified or eliminated without any requirement for formal amendment thereof upon  
17 receipt of an opinion of the City's bond counsel that such modification or elimination  
18 will not adversely affect the tax exemption of interest on any Bonds.  
19

20 (d) The City hereby does not designate the Bonds as "qualified tax-  
21 exempt obligations" under Section 265(b)(3) of the Code for investment by financial  
22 institutions.  
23

24 Section 9. Bond Fund and Provision for Tax Levy Payments. The City  
25 hereby authorizes the creation of a fund to be used for the payment of debt service  
26 on the Bonds, designated as the "City of Tacoma Limited Tax General Obligation



1 Bond Debt Service Fund, 2013” (the “Bond Fund”). No later than the date each  
2 payment of principal of or interest on the Bonds becomes due, the City shall  
3 transmit sufficient funds, from the Bond Fund or from other legally available  
4 sources, to the Bond Registrar for the payment of such principal or interest. Money  
5 in the Bond Fund may be invested in legal investments for City funds.  
6

7         The City hereby irrevocably covenants and agrees for as long as any of the  
8 Bonds are outstanding and unpaid that each year it will include in its budget and  
9 levy an *ad valorem* tax upon all the property within the City subject to taxation in an  
10 amount that will be sufficient, together with all other revenues and money of the City  
11 legally available for such purposes, to pay the principal of and interest on the Bonds  
12 when due. To the extent permitted by law, Lodging Taxes are also pledged to  
13 payment of principal of and interest on the Bonds issued to refund the 2004  
14 Refunding Candidates, and the City covenants to levy the Lodging Taxes at the  
15 maximum rate permitted by law so long as such Bonds remain outstanding.  
16  
17

18         The City hereby irrevocably pledges that the annual taxes provided for  
19 herein to be levied for the payment of such principal and interest shall be within and  
20 as a part of the tax levy permitted to cities without a vote of the people, and that a  
21 sufficient portion of each annual levy to be levied and collected by the City prior to  
22 the full payment of the principal of and interest on the Bonds will be and is hereby  
23 irrevocably set aside, pledged and appropriated for the payment of the principal of  
24 and interest on the Bonds. The full faith, credit and resources of the City are  
25  
26



1 hereby irrevocably pledged for the annual levy and collection of said taxes and for  
2 the prompt payment of the principal of and interest on the Bonds when due.

3           Section 10. Defeasance. In the event that the City, to effect the payment,  
4 retirement or redemption of any Bond, sets aside in the Bond Fund or in another  
5 special account, cash or noncallable Government Obligations, or any combination  
6 of cash and/or noncallable Government Obligations, in amounts and maturities  
7 which, together with the known earned income therefrom, are sufficient to redeem  
8 or pay and retire such Bond in accordance with its terms and to pay when due the  
9 interest and redemption premium, if any, thereon, and such cash and/or noncallable  
10 Government Obligations are irrevocably set aside and pledged for such purpose,  
11 then no further payments need be made into the Bond Fund for the payment of the  
12 principal of and interest on such Bond. The owner of a Bond so provided for shall  
13 cease to be entitled to any lien, benefit or security of this ordinance except the right  
14 to receive payment of principal, premium, if any, and interest from the Bond Fund or  
15 such special account, and such Bond shall be deemed to be not outstanding under  
16 this ordinance.

17           The City shall give written notice of defeasance to the owners of all Bonds so  
18 provided for within 30 days of the defeasance and to each party entitled to receive  
19 notice in accordance with Section 12.

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Section 11. Sale of Bonds.

(a) Bond Sale. The Bonds shall be sold at negotiated sale to the Underwriter pursuant to the terms of the Bond Purchase Contract. The Underwriter has advised the Council that market conditions are fluctuating and, as a result, the most favorable market conditions may occur on a day other than a regular meeting date of the Council. The Council has determined that it would be in the best interest of the City to delegate to the Designated Representative for a limited time the authority to approve the final interest rates, aggregate principal amount, principal amounts of each maturity of the Bonds, selection of the Refunded Bonds, selection of the applicable Call Date, and redemption rights.

The Designated Representative is hereby authorized to designate a portion or all of the Refunding Candidates as Refunded Bonds, and to approve the final interest rates, aggregate principal amount, principal amounts of each maturity of the Bonds, redemption rights for the Bonds and Call Dates for the Refunded Bonds in the manner provided hereafter so long as (i) the aggregate principal amount of the Bonds does not exceed \$45,630,000, (ii) the final maturity date for the Bonds is no later than December 1, 2034, (iii) the Bonds are sold (in the aggregate) at a price not less than 100% and not greater than 130%, (iv) the Bonds are sold for a price that results in an aggregate minimum net present value debt service savings over the Refunded Bonds of at least 5.00%, (v) the true interest cost for the Bonds (in the aggregate) does not exceed 4.50%; and (vi) the Bonds conform to all other terms of this ordinance.



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In determining final interest rates, maturity dates, aggregate principal amount, principal amounts of each maturity of the Bonds, terms of redemption and redemption rights, the Designated Representative shall take into account those factors that, in his or her judgment, will result in the lowest true interest cost on the Bonds to their maturity or date of prior redemption, including, but not limited to, current financial market conditions and current interest rates for obligations comparable in tenor and quality to the Bonds. Subject to the terms and conditions set forth in this section, the Designated Representative is hereby authorized to execute the Bond Purchase Contract. The signature of one Designated Representative shall be sufficient to bind the City.

Following the execution of the Bond Purchase Contract, the Designated Representative shall provide a report to the City Council describing the final terms of the Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representative by this Section 11 shall expire 120 days after the effective date of this ordinance. If a Bond Purchase Contract for the Bonds has not been executed within 120 days after the effective date of this ordinance, the authorization for the issuance of the Bonds shall be rescinded and the Bonds shall not be issued nor their sale approved unless such Bonds shall have been reauthorized by ordinance of the City Council. The ordinance reauthorizing the issuance and sale of such Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory





1 ordinance approving a bond purchase contract or establishing terms and conditions  
2 for the authority delegated under this Section 11.

3 (b) Delivery of Bonds; Documentation. Upon the passage and approval  
4 of this ordinance, the proper officials of the City, including the Finance Director and  
5 City Manager, are authorized and directed to undertake all action necessary for the  
6 prompt execution and delivery of the Bonds to the Underwriter and further to  
7 execute all closing certificates and documents required to effect the closing and  
8 delivery of the Bonds in accordance with the terms of this ordinance and the Bond  
9 Purchase Contract.  
10  
11

12 (c) Preliminary and Final Official Statements. The Finance Director is  
13 hereby authorized to ratify and to deem final the preliminary Official Statement  
14 relating to the Bonds for the purposes of the Rule. The Finance Director is further  
15 authorized to ratify and to approve for purposes of the Rule, on behalf of the City,  
16 the final Official Statement relating to the issuance and sale of the Bonds and the  
17 distribution of the final Official Statement pursuant thereto with such changes, if  
18 any, as may be deemed by him or her to be appropriate.  
19

20 Section 12. Undertaking to Provide Ongoing Disclosure.

21 (a) Contract/Undertaking. This section constitutes the City's written  
22 undertaking for the benefit of the owners, including Beneficial Owners, of the Bonds  
23 as required by Section (b)(5) of the Rule.  
24

25 (b) Financial Statements/Operating Data. The City agrees to provide or  
26 cause to be provided to the Municipal Securities Rulemaking Board ("MSRB") the



1 following annual financial information and operating data for the prior fiscal year  
2 (commencing in 2013 for the fiscal year ended December 31, 2012):

3           1. Annual financial statements, which statements may or may not  
4 be audited, showing ending fund balances for the City's general fund prepared in  
5 accordance with the Budgeting Accounting and Reporting System prescribed by the  
6 Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute)  
7 and generally of the type included in the official statement for the Bonds under the  
8 heading "Comparative General Fund Statement of Revenues, Expenditures and  
9 Changes in Fund Balance";  
10

11           2. The assessed valuation of taxable property in the City;

12           3. Ad valorem taxes due and percentage of taxes collected;

13           4. Property tax levy rate per \$1,000 of assessed valuation; and

14           5. Outstanding general obligation debt of the City.  
15

16           Items 2-5 shall be required only to the extent that such information is not  
17 included in the annual financial statements.  
18

19           The information and data described above shall be provided on or before  
20 nine months after the end of the City's fiscal year. The City's current fiscal year  
21 ends December 31. The City may adjust such fiscal year by providing written  
22 notice of the change of fiscal year to the MSRB. In lieu of providing such annual  
23 financial information and operating data, the City may cross-reference to other  
24 documents available to the public on the MSRB's internet website or filed with the  
25 Commission.  
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If not provided as part of the annual financial information discussed above, the City shall provide to the MSRB the City's audited annual financial statements prepared in accordance with the Budgeting Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) when and if available.

(c) Listed Events. The City agrees to provide or cause to be provided to the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- Principal and interest payment delinquencies;
- Non-payment related defaults, if material;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- Modifications to the rights of Bondholders, if material;



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- Bond calls, if material, and tender offers;
- Defeasances;
- Release, substitution, or sale of property securing repayment of the

Bonds, if material;

- Rating changes;
- Bankruptcy, insolvency, receivership or similar event of the City;
- The consummation of a merger, consolidation, or acquisition involving

the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City shall promptly determine whether the events described above are material.

Solely for purposes of disclosure, and not intending to modify this undertaking, the City advises that no debt service reserves or property secures payment of the Bonds.

(d) Format for Filings with the MSRB. All notices, financial information and operating data required by this undertaking to be provided to the MSRB must be in an electronic format as prescribed by the MSRB. All documents provided to



1 the MSRB pursuant to this undertaking must be accompanied by identifying  
2 information as prescribed by the MSRB.

3 (e) Notification Upon Failure to Provide Financial Data. The City agrees  
4 to provide or cause to be provided, in a timely manner, to the MSRB notice of its  
5 failure to provide the annual financial information described in Subsection (b) above  
6 on or prior to the date set forth in Subsection (b) above.

7 (f) Termination/Modification. The City's obligations to provide annual  
8 financial information and notices of certain listed events shall terminate upon the  
9 legal defeasance, prior redemption or payment in full of all of the Bonds. Any  
10 provision of this section shall be null and void if the City (1) obtains an opinion of  
11 nationally recognized bond counsel to the effect that the portion of the Rule that  
12 requires that provision is invalid, has been repealed retroactively or otherwise does  
13 not apply to the Bonds; and (2) notifies the MSRB of such opinion and the  
14 cancellation of this section.  
15

16  
17 The City may amend this section with an opinion of nationally recognized  
18 bond counsel in accordance with the Rule. In the event of any amendment of this  
19 section, the City shall describe such amendment in the next annual report, and shall  
20 include a narrative explanation of the reason for the amendment and its impact on  
21 the type (or in the case of a change of accounting principles, on the presentation) of  
22 financial information or operating data being presented by the City. In addition, if  
23 the amendment relates to the accounting principles to be followed in preparing  
24 financial statements, (A) notice of such change shall be given in the same manner  
25 as for a listed event under Subsection (c), and (B) the annual report for the year in  
26



1 which the change is made shall present a comparison (in narrative form and also, if  
2 feasible, in quantitative form) between the financial statements as prepared on the  
3 basis of the new accounting principles and those prepared on the basis of the  
4 former accounting principles.

5 (g) Bond Owner's Remedies Under This Section. The right of any bond  
6 owner or Beneficial Owner of Bonds to enforce the provisions of this section shall  
7 be limited to a right to obtain specific enforcement of the City's obligations under  
8 this section, and any failure by the City to comply with the provisions of this  
9 undertaking shall not be an event of default with respect to the Bonds.  
10

11 (h) No Default. Except as otherwise disclosed in the City's official  
12 statement relating to the Bonds, the City is not and has not been in default in the  
13 performance of its obligations of any prior undertaking for ongoing disclosure with  
14 respect to its obligations.  
15

16 Section 13. Lost, Stolen or Destroyed Bonds. In case any Bond or Bonds  
17 shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a  
18 new Bond or Bonds of like date, number and tenor to the Registered Owner thereof  
19 upon the Registered Owner's paying the expenses and charges of the City and the  
20 Bond Registrar in connection therewith and upon his/her filing with the City  
21 evidence satisfactory to the City that such Bond was actually lost, stolen or  
22 destroyed and of his/her ownership thereof, and upon furnishing the City and/or the  
23 Bond Registrar with indemnity satisfactory to the City and the Bond Registrar.  
24

25 Section 14. 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



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be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 15. Effective Date. This ordinance shall take effect immediately after publication.



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INTRODUCED AND READ FOR THE FIRST TIME at a regular meeting of  
the City Council held the 15th day of January, 2013.

PASSED by the City Council of the City of Tacoma, Washington, and  
authenticated by its Mayor at a regular meeting of the Council held this 22nd day of  
January, 2013.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and legality:

Pacifica Law Group LLP  
Bond Counsel to the City of Tacoma

By \_\_\_\_\_





CLERK'S CERTIFICATE

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I, the undersigned, the duly chosen, qualified City Clerk of the City of Tacoma, Washington, and keeper of the records of the Council (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance No. \_\_\_\_ (herein called the "Ordinance") is a true and correct copy of an Ordinance of the Council, as finally passed at a regular meeting of the Council held on the 15th day of January, 2013, and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of this 15th day of January, 2013.

\_\_\_\_\_  
City Clerk  
City of Tacoma, Washington