



Legislation Passed March 26, 2013

The Tacoma City Council, at its regular City Council meeting of March 26, 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.

Purchase Resolution No. 38648

Awarding contracts to:

1. Cerium Networks, Inc., in the amount of \$469,757, plus sales tax, budgeted from the Communications System Fund, for telephone maintenance and support services, for an initial three-year term with the option to renew for two additional one-year terms, for a projected contract total of \$799,650 – Specification No. IT12-0700F; and
2. Orion Marine Contractors, Inc., in the amount of \$2,889,102, sales tax not applicable, for a cumulative total of \$3,435,102, budgeted from the Streets Special Revenue and Capital Project REET Funds, to increase the contract for the operation and maintenance of the Hylebos and Murray Morgan Bridges – Specification No. PW11-0732F.

Resolution No. 38649

Acknowledging the life, work, and lasting legacy of former Washington State Governor William Booth Gardner.

Ordinance No. 28139

Continuing the downtown Business Improvement Area (BIA) for the 26th year; providing for the levy of assessments and other income, in the amount of \$814,364.60; and approving the renewed work plan, budget, and assessment of rates from May 1, 2013 through April 30, 2014.

Ordinance No. 28140

Amending Chapter 1.06 of the Municipal Code, relating to the Purchasing Policy Manual, to ensure the inclusion and consideration of locality and sustainability factors in the evaluation and award of City contracts.

Ordinance No. 28141

Amending Chapters 1.07, 1.23, and 10.27 of the Municipal Code, relating to the Historically Underutilized Businesses program, to rename the program to Small Business Enterprise; update language to clarify the intent of the program; and align current and existing appeal rights.

Ordinance No. 28142

Amending Chapter 4.10 of the Municipal Code, relating to operation regulations for vessels and watercraft, to establish no-wake zones in the Thea Foss Waterway and within 1,000 feet of marine fueling docks.

Ordinance No. 28143

Establishing Consolidated Local Improvement District No. 65; providing for the issuance and sale of the Consolidated Local Improvement District No. 65 Bonds, in the amount of \$30,999,358.40; and creating a new fund to be known as the Consolidated Local Improvement Fund, District No. 65, for six individual Local Improvement Districts associated with the Point Ruston project.



RESOLUTION NO. 38648

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;

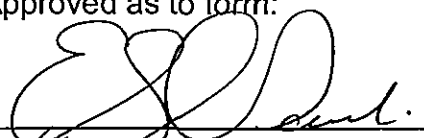
() D. Waiver of competitive bidding procedures in those instances, as set forth in Exhibit "A," in which it is impracticable to obtain supplies or public works improvements by competitive bid, or in those instances in which supplies and/or public works are available from a single source.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:


City Attorney



City of Tacoma
Information Technology Department

EXHIBIT "A"

RESOLUTION NO.: 38648

ITEM NO.: 1

MEETING DATE: MARCH 26, 2013

DATE: March 8, 2013
TO: Board of Contracts and Awards
SUBJECT: Telephone Maintenance and Support Services
 Budgeted from Communications Sys Fund 5700-COSYS
 Request for Proposals Specification No. IT12-0700F

RECOMMENDATION: The Information Technology Department recommends a contract be awarded to **Cerium Networks, Inc., Spokane, WA**, for an initial three-year contract term in the amount of \$469,757, plus the option for two additional one-year renewal terms, for a cumulative total of \$799,650, plus sales tax, for telephony maintenance and support services relating to the City's voice communications network and centralized voice messaging system.

EXPLANATION: The Information Technology Department, Infrastructure Support Division, operates and maintains the General Government voice communications network comprised of multiple telephone systems and one centralized voice messaging system for the City of Tacoma, General Government and approved non-City agencies.

This contract awards Cerium Networks telephony maintenance and support services for these systems which includes software and hardware maintenance, and technical support from Cerium Networks on an as-requested basis.

	Year 2013	Year 2014	Year 2015	Year 2016	Year 2017
Annual Maintenance	\$128,350	\$131,559	\$134,848	\$138,219	\$141,674
Technical Support	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Total	\$153,350	\$156,559	\$159,848	\$163,219	\$166,674

The annual cost for maintenance per year is estimated at \$128,350 in Year 2013. An additional \$25,000 provides for technical support from Cerium Networks to be used on an as-needed basis. Starting in Year 2014, the estimated annual maintenance is increased by 2.5% to provide for additional maintenance on new systems and applications purchased for a cumulative total of \$799,650 through Year 2017 for annual maintenance and technical support.

COMPETITIVE SOLICITATION: Request for Proposals Specification No. IT12-0700F was opened January 29, 2013. Eight companies were invited to bid in addition to normal advertising of the project. Four submittals were received.

<u>Respondent</u>	<u>Location (city and state)</u>	<u>Score</u>
Cerium Networks, Inc.	Spokane, WA	92.35
CNR, Inc.	Tacoma, WA	81.60
Advantel Networks	Vancouver, WA	78.52
Windstream Communications, Inc.	Little Rock, AR	70.00

SUSTAINABILITY: Cerium Networks is committed to providing services in a sustainable manner and takes measures to minimize impacts to the environment in the delivery of services. For example, Cerium Networks has paper recycling bins near printers, copiers, and in employee

cubicles. In addition, they purchase and use recycled paper, use teleconferencing technology for business meetings in lieu of jet travel to reduce the carbon footprint, and they have a number of employees who use public transportation.

CONTRACT HISTORY: New contract.

FUNDING: Funds for this contract are available in the Communications Sys 5700-COSYS Fund. Funding beyond the current biennium is subject to future availability of funds.

HUB/LEAP COMPLIANCE: Not applicable.

PROJECT ENGINEER/COORDINATOR: Linda D. Trehuba, Infrastructure Support Division, Telecommunications, 253-591-5291.



Michelle Lewis-Hodges
Director of Information Technology

MLH

cc: Chuck Blankenship, Senior Buyer, Finance/Purchasing
HUB Coordinator
LEAP Coordinator
Sam Bencoter, Finance Department
Martha Lantz, Legal Department
Johnny Rivera, IT Department
Stephanie Audas, IT Department

FINANCE PURCHASING

MAR 13 2013 14:38:13

TO: T.C. Broadnax, City Manager
FROM: Michelle Lewis-Hodges, Information Technology Dept. *MLH*
SUBJECT: Telephony Maintenance and Support Services Contract – Purchase
 Resolution for Council, March 26, 2013
DATE: March 8, 2013

SUMMARY:

The Information Technology Department will request authorization from Council at the March 26, 2013 meeting to award the Telephony Maintenance and Support Services contract to Cerium Networks, Inc., in the amount of \$469,757 for an initial three-year contract term, plus the option for two additional one-year renewal terms for a cumulative total of \$799,650, plus sales tax, from the Request for Proposal Specification No. IT12-0700F.

BACKGROUND:

The Information Technology Department operates and maintains the voice communications system for General Government departments and approved non-City agencies. This network consists of 29 Avaya telephone systems, and one centralized Avaya voice messaging system. Software support plus upgrades and hardware maintenance for these systems is currently provided under a master services agreement with Avaya Communications negotiated in December 2009, as a result of an approved waiver of the competitive procurement process, sole source contract.

ISSUE:

The master services agreement with Avaya Communications expired December 31, 2012. However, as the City was in the process of a Request for Proposal (RFP) to seek an overall lower cost for services from an Authorized Avaya Business Partner, the contract term with Avaya Communications was extended through March 31, 2013.

The RFP was issued in December 13, 2012, with four (4) proposals received in January 2013. In February, the proposals were evaluated by the Selection Advisory Committee (SAC) comprised of representatives from the Information Technology Department and a professional telecommunications consultant, and Cerium Networks was selected.

<u>Respondent</u>	<u>Location</u>	<u>Overall Score</u>
Cerium Networks, Inc.	Spokane, WA	92.35
CNR, Inc.	Tacoma, WA	81.60
Advantel Networks	Vancouver, WA	78.52
Windstream Communications, Inc.	Little Rock, AR	70.00

By contracting with Cerium Networks, an Authorized Avaya Business Partner, the City achieves an overall cost savings of 12.5% over the existing contract with Avaya Communications. In addition, the Cerium Networks maintenance costs per year are approximately 27% lower than the next respondent's costs.

This new contract will continue to provide software support plus upgrades and hardware maintenance, and will utilize Cerium Networks for Tier 1 and Tier 2 maintenance for 24/7 remote monitoring, troubleshooting, diagnostic support, programming assistance, and on-site services as-required. For Tier 3 and Tier 4 maintenance, support will still be provided to the City from Avaya Communications through

Cerium Networks. Tier 3 and Tier 4 services are critical when an issue must be escalated to Avaya backbone engineers or escalated to the Avaya labs research and development team.

FISCAL IMPACT:

Funds for this contract are available in the Communications Sys 5700-COSYS fund.

RECOMMENDATION:

The Information Technology Department recommends the award of a contract to Cerium Networks. The advantages of doing so reflects a cost savings and ensures continued telephony maintenance and support services for the General Government Departments and approved non-City agencies.



City of Tacoma
Public Works Department

EXHIBIT "A"
RESOLUTION NO.: 38648
ITEM NO.: 2
MEETING DATE: MARCH 26, 2013

DATE: March 15, 2013
TO: Board of Contracts and Awards
SUBJECT: Movable Bridges Operation and Maintenance
Budgeted from PW Street Special Revenue Fund 1060 and Capital Project REET Fund 3211-REET
Request for Proposals Specification No. PW11-0732F, Contract No. 4600008006

RECOMMENDATION: The Public Works Engineering Division requests approval to increase Contract No. 4600008006 with **Orion Marine Contractors, Inc., Tacoma, WA**, by \$2,889,102, sales tax not applicable, for operation and maintenance of the Hylebos and Murray Morgan Bridges. This increase will bring the contract to a cumulative amount of \$3,435,102, sales tax not applicable.

EXPLANATION: The contract with Orion Marine Contractors, Inc. (Orion) for operating and maintaining the City's movable bridges was approved by Resolution No. 38445 in March 2012. The contract period is three years, with two optional years. Orion has been operating and maintaining the Hylebos Bridge since May 1, 2012. Orion's contract specified operating the bridge 24 hours a day, seven days a week, for the first year, and a reduced schedule for years two through five of the contract, for an estimated amount of \$2,488,000, sales tax not applicable, for five years. The contract assumed the City would be successful in petitioning the Coast Guard for a reduced operation schedule. Based on the number and timing of Hylebos Bridge openings during the first six months of operation, the Coast Guard did not approve a reduction in the operating schedule. Therefore, Orion's contract is being amended to reflect 24 hours a day, seven days a week, operations of the Hylebos Bridge for years two through five of the contract. Murray Morgan Bridge operations and maintenance is also being added to Orion's contract as allowed under Specification No. PW11-0732F. Due to a low number of openings, the Murray Morgan Bridge is operated on an on-call basis with two hours advanced notification required for bridge openings.

Funding for the first year of Hylebos Bridge operations and maintenance, in the amount of \$546,000, sales tax not applicable, was approved by Resolution No. 38445. Council approval is being requested for funding the remaining two years for operation and maintenance of the Hylebos Bridge, and the two option years, in the amount of \$2,451,102, sales tax not applicable, bringing the total contract amount for the Hylebos Bridge to \$2,997,102, sales tax not applicable. The funding amount for two years for operation and maintenance of the Murray Morgan Bridge, plus the two option years, is \$438,000, sales tax not applicable.

COMPETITIVE BIDDING: This contract was originally awarded to Orion as a result of Request for Proposals Specification No. PW11-0732F in March 2012. The contractor has agreed to increase the contract at the same terms and conditions as the original contract as modified for increased scope of services for the Hylebos Bridge and the addition of the Murray Morgan Bridge.

CONTRACT HISTORY: The Orion contract for operation and maintenance of the City's movable bridges was approved by Resolution No. 38445 on March 6, 2012. The resolution also approved funding the initial year of operation and maintenance for the Hylebos Bridge in the amount of \$546,000, sales tax not applicable. Approval of funding for years two through five for the Hylebos Bridge and years one through four for the Murray Morgan Bridge will increase the

contract funding to a cumulative amount of \$3,435,102, sales tax not applicable, through April 30, 2017. This is the first amendment to the contract. This is a three year contract with the option to renew for up to two additional one year periods. This amendment will provide funding for all five years of the contract.

FUNDING: Funds are budgeted in the PW Street Special Revenue Fund 1060 and Capital Project REET Fund 3211-REET.

SUSTAINABILITY: This is a service contract for the operation and maintenance of the City's movable bridges. The bridges have been constructed with sustainable features where appropriate. Orion will implement waste reduction through reuse (after treatment) or recycling of gear oil and other reclaimable materials. Energy consumption will be reduced through use of CFL or LED light bulbs.

PROJECT ENGINEER/COORDINATOR: Chris E. Larson, P.E., Engineering Division Manager, (253) 591-5538.



Kurtis D. Kingsolver, P.E.
Interim Public Works Director/City Engineer

cc: Chuck Blankenship, Senior Buyer, Finance/Purchasing
Charles Wilson, HUB Coordinator
Peter Guzman, LEAP Coordinator
Tom Rutherford, P.E., PW Engineering



TO: T.C. Broadnax, City Manager
FROM: Kurtis D. Kingsolver, P.E., Interim Public Works Director/City Engineer *KS*
SUBJECT: Council Action Memo – Purchase Resolution – March 26, 2013
Movable Bridges Operation and Maintenance Amendment
Request for Proposals, Specification No. PW11-0732F
DATE: March 6, 2013

The Public Works Engineering Division requests approval to increase Contract No. 4600008006 with Orion Marine Contractors, Inc., of Tacoma, WA, by \$2,889,102, sales tax not applicable, for operation and maintenance of the Hylebos and Murray Morgan Bridges. This increase will bring the contract to a cumulative amount of \$3,435,102, sales tax not applicable.

Background

The Hylebos Bridge is a double leaf bascule bridge that spans the Hylebos Waterway on East 11th Street; the Murray Morgan Bridge is a vertical lift bridge that spans the Thea Foss Waterway on East 11th Street. After undergoing rehabilitation, traffic was restored to the Hylebos Bridge in May 2012, and to the Murray Morgan Bridge in February 2013. The City of Tacoma advertised a Request for Proposals (RFP) on November 17, 2011, to procure a responsible and qualified contractor to operate and maintain the City's movable bridges.

The original operation and maintenance contract awarded to Orion Marine Contractors, Inc. (Orion) in March 2012 assumed the Hylebos Bridge would be operated 24 hours a day, seven days a week for the first year and on a reduced schedule for years two through five of the contract. This also assumed the City would be successful in petitioning the Coast Guard for a reduced operation schedule. Based on the number and timing of bridge openings for the first six months of operation, the Coast Guard did not approve a reduction in the operating schedule. Therefore, Orion's contract must be amended to reflect 24 hours a day, seven days a week, operations for years two through five of the contract.

The RFP allowed the operation and maintenance contract to be amended to include these services for the Murray Morgan Bridge. Since the Murray Morgan Bridge has a high clearance (approximately 60 feet at high tide), the bridge does not have to be opened as many times as the Hylebos Bridge (approximately 100 times per year versus 350 times per month). Due to a low number of openings, the Murray Morgan Bridge is operated on an on-call basis with two hours advance notification required for bridge openings.

Prior Council Action

A three year contract with two optional years was awarded to Orion in March 2012. Funding for the first year of operations and maintenance in the amount of \$546,000, sales tax not applicable, was approved by Resolution No. 38445 on March 6, 2012.

Funding

The amendment increases the contract amount by \$2,889,102, bringing the contract to a cumulative amount of \$3,435,102. Funding for the second year of the contract is budgeted from PW Street Special Revenue Fund 1060 and Capital Project REET Fund 3211-REET. Funds for the remainder of the contract are budgeted in the PW Street Special Revenue Fund 1060.

Reason for Project

Per the Interlocal Agreement between the City of Tacoma and the Port of Tacoma dated 2009, the City committed to reopen the Hylebos Bridge to vehicular traffic upon completion of the rehabilitation project. The Murray Morgan Bridge was rehabilitated in accordance with the Turnback Agreement with the State that went into effect in 2010. Reopening the Murray Morgan Bridge to vehicle traffic

reduces emergency response times and costs, provides emergency egress for the East Foss Peninsula and the Port of Tacoma, and will spur economic development on the east side of the Thea Foss Waterway. In addition, Coast Guard regulations require operation of the bridges for marine traffic.

Outreach/Public Involvement

Outreach and public involvement occurred during both the Hylebos Bridge and Murray Morgan Bridge Rehabilitation Projects. Operation and maintenance of the bridges has been part of the discussions with the stakeholders. Outreach has been focused primarily in three ways:

- Updates to stakeholders regarding construction or maintenance activities that impact vehicular or marine traffic.
- City of Tacoma's websites for the projects.
- Meetings with the public.

Bid Process

The RFP was advertised on November 17, 2011, in the Tacoma Daily Index and on the City and State websites. 12 companies were invited to submit a proposal in addition to the normal advertising of the project. Eight proposals were received. Proposals were opened on December 13, 2011, from the companies shown below:

1. Orion Marine Contractors, Inc., Tacoma, WA
2. PCL Civil Constructors, Inc., Issaquah, WA
3. Conway Construction Company, Ridgefield, WA
4. DBI Services, LLC, Hazleton, PA
5. Puglia Engineering, Inc., Tacoma, WA
6. Quigg Bros., Inc., Aberdeen, WA
7. Environmental Management Training, Tacoma, WA
8. Transportation Systems, Inc., Sumner, WA

The Transportation Systems, Inc. proposal was deemed non-responsive. Based on the evaluation of the remaining proposals, Public Works recommended the contract be awarded to Orion who received the highest score of 80 points out of 100 points maximum.

Sustainability

This contract is a services contract for operation and maintenance of the City's movable bridges. The bridges have been constructed with sustainable features where appropriate. Orion will implement waste reduction through reuse (after treatment) or recycling of gear oil and other reclaimable materials. Energy consumption will be reduced through use of CFL or LED light bulbs.

Schedule

The Hylebos Bridge was opened to traffic on May 21, 2012, and the Murray Morgan Bridge was opened to traffic on February 1, 2013. Construction activities on the Murray Morgan Bridge are scheduled for completion by April 3, 2013.



RESOLUTION NO. 38649

1 BY REQUEST OF COUNCIL MEMBER THOMS

2 A RESOLUTION acknowledging the life, work, and lasting legacy of former
3 Washington State Governor William Booth Gardner.

4 WHEREAS our nation and our state have lost an outstanding public servant,
5 a distinguished leader, and a man of great warmth and compassion with the
6 passing this week of the 19th governor of Washington, William Booth Gardner, and
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8 WHEREAS, in adhering to the honorable principles that guided him
9 throughout his life, William Booth Gardner fashioned an exemplary record of
10 accomplishment that should serve as an inspiration to us all, and

11 WHEREAS his stature as a community leader, governor, and crusader for
12 human dignity will surely grow in the years to come, and

13 WHEREAS William Booth Gardner was born in Tacoma on August 21,
14 1936, and enrolled at the University of Washington after high school, and

15 WHEREAS, while an undergraduate, he coached and tutored
16 underprivileged children at parks and recreation centers in Seattle, where he said,
17 "I realized I could make a difference in people's lives," a lesson he was to keep
18 with him throughout his career, and
19

20 WHEREAS he earned a bachelor's degree in business administration at the
21 University of Washington and a master's degree in business administration at
22 Harvard University, and
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24 WHEREAS William Booth Gardner served as the Director of the School of
25 Business and Economics at the University of Puget Sound from 1967-1972, and
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1 was beloved by students, faculty, and staff members as a teacher, advisor, mentor
2 and friend while there, and

3 WHEREAS, in 1970, William Booth Gardner was elected to the Washington
4 State Senate from Pierce County, and

5 WHEREAS, after leaving public service to help manage his family's
6 extensive business interests, he returned in 1981 when he was elected as the first
7 Pierce County Executive, and

8 WHEREAS he cleaned up a corruption-riddled county government and also
9 set its fiscal house in order, turning a budget deficit into a surplus, and

10 WHEREAS William Booth Gardner – running as “Booth Who?” – challenged
11 the incumbent governor in the 1984 election and won, and

12 WHEREAS he served two terms as governor and established an
13 outstanding record in office, and

14 WHEREAS he was a tireless advocate for public education, including early
15 childhood education, and helped establish the Running Start program for high
16 school students to earn college credits, and

17 WHEREAS he was a leader in health reform and successfully advocated for
18 creation of the state Basic Health Plan, and

19 WHEREAS he cherished our state's natural beauty and moved to protect
20 the waters of Puget Sound from pollution and our rural areas from uncontrolled
21 development, and worked to limit contamination from the Hanford nuclear site, and

22 WHEREAS William Booth Gardner served as a true champion of civil rights,
23 ordering an end to discrimination on the basis of sexual preference in state
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1 employment and acting to boost the pay of thousands of women workers in state
2 government who were victims of salary discrimination, and

3 WHEREAS, after completing his terms as governor, William Booth Gardner
4 served his nation as presidential ambassador to an international trade organization
5 in Geneva, Switzerland, and

6 WHEREAS, after he was diagnosed with Parkinson's disease, he led the
7 successful 2008 initiative drive for a "Death with Dignity" assisted-suicide law, even
8 though it would not apply to him, and

9 WHEREAS he was frugal in his personal life, but gave generously to
10 charities that aided disadvantaged youth and alcohol-dependent men and women,
11 and

12 WHEREAS he loved Frisko Freeze in Tacoma and other fast-food outlets,
13 but was also passionate about physical fitness, and

14 WHEREAS William Booth Gardner was known for his sly sense of humor,
15 gregarious nature, optimism and idealism, and had an appeal that his hometown
16 newspaper described as "cuddly"; Now, Therefore,

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

20 That the City Council hereby concurs with the House of Representatives of
21 the state of Washington, and the Senate, that the life, work, and lasting legacy of
22 former Washington State Governor William Booth Gardner be celebrated.
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BE IT FURTHER RESOLVED that a copy of this resolution be immediately

transmitted by the City Clerk to the family of William Booth Gardner and to the
University of Washington.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



ORDINANCE NO. 28139

1 AN ORDINANCE relating to community and economic development; continuing the
2 downtown Business Improvement Area ("BIA") for the twenty-sixth year;
3 providing for the levy of assessments and other income, in the amount of
4 \$814,364.60; and approving the renewed BIA work plan, budget, and
5 assessment of rates from May 1, 2013, through April 30, 2014.

6 WHEREAS, on April 5, 1988, the City Council passed Substitute Ordinance
7 No. 24058, approving the downtown Business Improvement Area ("BIA"), and

8 WHEREAS, on March 10, 1998, the City Council passed Ordinance
9 No. 26205, reestablishing the BIA, pursuant to RCW 35.87A, and

10 WHEREAS, on February 19, 2008, the City Council passed Ordinance
11 No. 27696, again reestablishing the BIA, and

12 WHEREAS, on February 28, 2013, the Local Development Council held a
13 ratepayers public meeting to review the work program and the annual budget of
14 the BIA and to receive public testimony, and

15 WHEREAS this ordinance will authorize the levy of the twenty-sixth year of
16 the renewed BIA annual assessment upon buildings and other real estate within
17 the BIA boundaries for the period of May 1, 2013, through April 30, 2014; Now,
18 Therefore,

19 BE IT ORDAINED BY THE CITY OF TACOMA:

20 Section 1. TWENTY-SIXTH ANNUAL DISTRICT ASSESSMENT. That all
21 real property, inclusive of land and buildings, and the owners thereof, within the
22 boundaries of the Business Improvement Area, will be specially benefited by the
23 program, activities, and services hereinafter approved; and such property, and the
24 owners thereof, shall be subject to a special assessment for the twenty-sixth
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1 annual period of May 1, 2013, through April 30, 2014 (hereinafter called the
2 “twenty-sixth annual period”), as authorized by chapter 35.87A RCW, the
3 BIA Ordinance, and this ordinance. The property, and the owners thereof, will be
4 assessed under the BIA Ordinance at the annual rate of \$0.1039 per square foot
5 for the high rate and \$0.0508 per square foot for the low rate. The benefit to the
6 property, and the owners thereof, subject to the twenty-sixth annual special
7 assessment and to the BIA, as a whole, is a special benefit which would not
8 otherwise be available but for the activities, programs, and special services carried
9 out with funding provided by the special assessments authorized pursuant to the
10 BIA Ordinance, and that such special benefits and the increase in value of the
11 property in the BIA resulting therefrom, and the increased opportunity which is
12 created for each property and the owner thereof, within the BIA to benefit from the
13 BIA programs, activities, and special services, is hereby found to be
14 commensurate with or in excess of the amount of the assessment for the
15 twenty-sixth annual period.
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18 Section 2. LEVY OF TWENTY-SIXTH ANNUAL ASSESSMENT. To
19 finance the programs, services, and activities approved for the twenty-sixth annual
20 period, there is levied and shall be collected, in accordance with the BIA Ordinance
21 and applicable state statutes, a special assessment for the twenty-sixth annual
22 period upon the buildings and other real property within the BIA, and the owners
23 thereof, at the rates as herein provided.
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25 Section 3. APPROVAL OF EXPENDITURES. That the work plan, including
26 activities, services, and programs to be funded with the special assessment



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proceeds for the twenty-sixth annual period and the twenty-sixth annual budget, as set forth in the materials on file with the City Clerk, are hereby approved.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



ORDINANCE NO. 28140

1 AN ORDINANCE relating to the Purchasing Code; amending Section 1.06.253 of
2 the Tacoma Municipal Code to ensure, in appropriate situations, the
3 inclusion of and consideration of locality and sustainability factors in the
4 evaluation and award of City contracts.

4 WHEREAS the City wishes to strengthen its commitment to sustainable
5 purchasing by ensuring that sustainability is a factor, whenever feasible, in contract
6 evaluation and award, and

7 WHEREAS the City wishes to support local business by ensuring that
8 locality is a factor, whenever permissible and appropriate, in contract evaluation
9 and award, and

10 WHEREAS, on February 21, 2012, the Committee of the Whole reviewed
11 proposed amendments to Tacoma Municipal Code ("TMC") 1.06 relating to the
12 inclusion of locality as a factor in bid specifications, and

13 WHEREAS, on February 21, 2012, the Committee of the Whole also
14 discussed the relationship between locality and sustainability, and

15 WHEREAS the Committee of the Whole referred the issues to the
16 Government Performance and Finance Committee ("GPFC") for further study, and

17 WHEREAS the GPFC, at its meeting of August 29, 2012, considered
18 proposed amendments to TMC 1.06 regarding the implementation of locality and
19 sustainability factors into the City's procurement and contracting processes, and

20 WHEREAS the proposed amendments would implement consideration of
21 sustainability factors in the evaluation and award of contracts, as appropriate, and

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WHEREAS the proposed amendments would implement consideration of
locality factors in the evaluation and award of contracts when a specific, identifiable
City purpose is served by contracting with a local firm, and

WHEREAS the GPFC gave the proposed amendments a "Do Pass" at its
meeting of August 29, 2012; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

That Section 1.06.253 of the Tacoma Municipal Code is hereby amended as
set forth in the attached Exhibit "A."

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

1 **1.06.253 Purchasing Policy Manual.**

2 The Director of Finance, with the approval of the City Manager and the Director of Utilities, is
3 authorized to and shall establish a unified written Purchasing Policy Manual applicable to all City
4 purchases and to sales of surplus personal property. The Purchasing Policy Manual shall establish
5 processes and standards for, but not be limited to, the following:

6 A. Obtaining competitive solicitations whenever practicable; provided, that the Purchasing Policy
7 Manual may allow for greater flexibility in how solicitations are made, commensurate with the
8 dollar amount involved.

9 B. Determining the lowest and best responsible bidder in case of supplies, purchased services and
10 public works, and award to the highest and best responsible bidder for surplus sale transactions.

11 C. Competitive solicitation processes as provided in this Chapter.

12 D. The procurement of public works by way of the small works roster as provided in this Chapter
13 and allowed by state law.

14 E. The procurement of architectural and engineering (A&E) services, including management of an
15 annual A&E roster for citywide use, consistent with this Chapter and as allowed by state law, as the
16 same may hereafter be amended.

17 F. Standards and procedures for use of requests for proposals (competitive negotiation), rather than
18 requests for bids, for acquisition of supplies, purchased services, personal services, professional
19 services, and public works.

20 G. The use of direct solicitation as provided in this Chapter.

21 H. Use of procurement cards.

22 I. Purchase at auctions pursuant to TMC 1.06.277.

23 J. Waivers of competitive solicitations and/or advertising.

24 K. Acceptance of electronic submittals in response to requests for bids, proposals, quotations,
25 qualifications or information.

26 L. Determining if a performance bond and/or bid bond is necessary in the City's best interests when
such bond(s) are not required by state law.

M. Determining if a noncollusion declaration is necessary in the City's best interests when such
declaration is not required by this Chapter or state law.

N. Obtaining written contracts, insurance, indemnification, and guarantee requirements, as
appropriate.

O. Ensuring fair and equitable treatment of all potential respondents.

P. Obtaining authorization for purchases consistent with this Chapter.

Q. Ensuring compliance with the City's Ethics Code.

R. Contract recommendations and award and additional rules for protest and surplus sales.

S. Defining purchasing related terms as necessary and consistent with this chapter.



T. Reporting purchases, as requested, to the City Council for General Government transactions or to the Public Utility Board for Department of Public Utilities transactions.

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U. Ensuring the City’s specification documents shall, where appropriate, include locality criteria. Locality criteria contained in the specification documents shall be designed to elicit respondents who demonstrate knowledge and understanding of factors unique to the relevant locality. Such factors might include, but are not limited to, culture; customs; history; and the natural, built, and economic environment of the relevant locality. A respondent’s ability to satisfy such criteria shall be considered when determining the lowest and best responsible bidder.

V. Ensuring the City’s specification documents shall, where appropriate, include criteria designed to demonstrate a respondent’s ability to advance the City of Tacoma’s Sustainable Procurement Policy contained in the Purchasing Policy Manual. A respondent’s ability to satisfy such criteria shall be considered when determining the lowest and best responsible bidder.



ORDINANCE NO. 28141

1 AN ORDINANCE relating to the City's Historically Underutilized Businesses
2 Program; amending Chapters 1.07 and 10.27 of the Tacoma Municipal
3 Code ("TMC") to rename "Historically Underutilized Businesses" to "Small
4 Business Enterprise"; updating language in TMC 1.07.070, "Evaluation of
5 submittals," to clarify the intent of the program; and amending
6 TMC 1.23.050, "Areas of jurisdiction," to align appeal rights with the existing
7 appeal rights set forth in TMC Chapter 1.07.

8 WHEREAS one of the primary goals of the City is a positive business
9 environment to encourage economic growth and diversification, and
10

11 WHEREAS the City previously participated in studies of discrimination
12 against minority and women business enterprises in the local community, and
13 enacted programs to remedy the effects of prior discrimination found to have
14 existed in the local economy, which programs were codified in the Tacoma
15 Municipal Code ("TMC"), and

16 WHEREAS the proposed amendments will rename the Historically
17 Underutilized Business ("HUB") program to the "Small Business Enterprise" ("SBE")
18 program to better define the program's overall responsibilities to Title VI of the Civil
19 Rights Act (1964), Disadvantaged Business Enterprises, Equal Employment
20 Opportunity, and applicable Women and Minority Business Enterprises programs,
21 and

22 WHEREAS the proposed amendments to TMC 1.07.070, "Evaluation of
23 submittals," will clarify how SBE utilization is determined and goal attainment is
24 calculated, how bidders may receive credit for SBE goal attainment, and update
25 language to better align bid evaluation with the intent of the SBE program, and
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WHEREAS it is necessary to amend TMC 1.23.050 to align appeal rights with the existing appeal rights set forth in TMC1.07.050 and 1.07.110, and

WHEREAS the proposed changes will not affect the City’s stated policy that all citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises be provided an equitable opportunity to participate in the performance of City contracts; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That Chapter 1.07 of the Tacoma Municipal Code is hereby amended as set forth in the attached Exhibit “A.”

Section 2. That Section 1.23.050 of the Tacoma Municipal Code is hereby amended as set forth in the attached Exhibit “B.”

Section 3. That Section 10.27.030 of the Tacoma Municipal Code is hereby amended as set forth in the attached Exhibit “C.”

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

Chapter 1.07

~~Historically Underutilized Businesses~~ Small Business Enterprises

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Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Sunset and review of program.

* * *

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

B. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

C. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

D. "City" means all Departments, Divisions and agencies of the City of Tacoma.

E. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

F. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.



1 G. "Evaluated Bid" means a Bid that factors each Respondent's Base Bid including any alternates, deductive
and additives selected by the City that will result in a weighed reduction based on that Respondent's
percentage of HUBSBE participation, as defined by formula set forth in this chapter or in the HUBSBE
Regulations adopted pursuant to this chapter.

2 H. "Goals" means the annual level of participation by HUBSBEs in City Contracts as established in this
chapter, the HUBSBE Regulations, or as necessary to comply with applicable federal and state
3 nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in
this chapter and shall not be construed as a minimum for any particular Contract or for any particular
4 geographical area.

5 ~~I. "HUB Certified Business" (or "HUBs") means a business that meets the criteria set forth in
Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Finance Department -
6 HUB Program Coordinator.~~

7 ~~J. "HUB Program Coordinator" means the individual appointed, from time to time, by the City's
Finance Director to administer the HUB Regulations.~~

8 ~~K. "HUB Regulations" shall mean the written regulations and procedures adopted pursuant to this chapter for
procurement of Supplies, Services and Public Works.~~

9 ~~L. "Lowest and Best Responsible Bidder" means the Bidder submitting the lowest Bid received that is within
the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering
10 such factors as financial resources, skills, quality of materials, past work record, and ability to comply with
state, federal, and local requirements, including those set forth in the HUBSBE Regulations.~~

11 ~~M. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies
and/or Services by the City not solicited as Public Works.~~

12 ~~N. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other
legally recognized business entity, legal representative, trustee, or receivers.~~

13 ~~O. "Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals.
This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued
14 by the City.~~

15 ~~P. "Public Works (or "Public Works and Improvements)" means all work, construction, alteration, repair,
or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or
16 charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be
furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.~~

17 ~~Q. "Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of
procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the
18 Purchasing Policy Manual.~~

19 ~~R. "Respondent" means any entity or Person, other than a City employee, that provides a Submittal in
response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other
20 request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such
entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant,
21 merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of
Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies,
22 Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the
same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a
23 Commercially Useful Function.~~

24 P. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in
Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and
25 Economic Development Department – SBE Program Coordinator.

26



Q. “SBE Program Coordinator” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the SBE Regulations.

1 R. “SBE Regulations” means the written regulations and procedures adopted pursuant to this chapter for
2 procurement of Supplies, Services, and Public Works.

3 S. “Services” means non-Public Works and Improvements services and includes professional services,
4 personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the
5 City’s Purchasing Policy Manual.

6 T. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to
7 requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City
8 requests for information, as such terms are defined in Section 1.06.251 TMC.

9 U. “Supplies” means materials, Supplies, and other products that are procured by the City through a
10 competitive process for either Public Works procurement or Non-Public Works and Improvements
11 procurement unless an approved waiver has been granted by the appropriate authority.

12 * * *

13 **1.07.040 Program administration.**

14 A. The Community and Economic Development Director, or his or her designated HUBSBE Program
15 Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to
16 contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the
17 objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as
18 may be necessary under the circumstances. The Director is authorized to implement an administrative and
19 compliance program to meet these responsibilities and objectives.

20 B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the
21 HUBSBE Regulations to properly implement and administer the provisions of this chapter. The HUBSBE
22 Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed
23 to encourage achievement of the HUBSBE goals set forth herein. The HUBSBE Regulations shall become
24 effective following public notice and an opportunity to comment by the public.

25 C. The HUBSBE Regulations adopted pursuant to this section are for the administrative and procedural
26 guidance of the officers and employees of the City and are further expressions of the public policy of the City.
The HUBSBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief
cognizable in the courts of the state of Washington or the United States of America to any third parties, and
such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging
the award of any contract by the City.

1.07.050 Certification.

A. The HUBSBE Program Coordinator shall approve a person as a HUBSBE Certified Business if all of the
following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$375,000,
excluding one personal residence and the net worth of the business;

2. The company’s total gross receipts for any consecutive three year period within the last six years is not
more than \$8,000,000 for public works companies and not more than \$4,000,000 for non-public works and
improvements companies;

3. The owner(s) of the company executes an affidavit and files it with the City which states that all
information submitted on the HUBSBE application is accurate, that the business has sought or intends to do
business with the City and/or within the Pierce County area and has experienced or expects to experience
difficulty competing for such business due to financial limitations that impair its ability to compete against
larger firms; and

4. The company can demonstrate that it also meets at least one of the following additional requirements:



- 1 a. The company’s business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a HUBSBE, or
- 2 b. The company’s business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a HUBSBE; or
- 3 c. The company’s business offices are located in a federally designated HUBZoneONE in Pierce County or any adjacent county for at least 12 months prior to designation as a HUBSBE; or
- 4 d. The company’s business offices are located in a federally designated HUBZoneONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a HUBSBE.

5 B. Application Process. The HUBSBE Program Coordinator shall make the initial determination regarding certification or recertification. Each HUBSBE applicant shall provide the following documents; as such documents are more fully described in the HUBSBE Regulations, to the HUBSBE Program Coordinator:

- 7 1. A completed Statement of Personal Net Worth form;
- 8 2. A completed Declaration of HUBSBE Status Affidavit form;
- 9 3. Tax returns for the business for six (6) years prior to the date of application for HUBSBE certification, or from the date of inception of the business if the business has been in existence less than six (6) years;
- 10 4. List of equipment and vehicles used by the HUBSBE;
- 11 5. Description of company structure and owners;
- 12 6. Such additional information as the HUBSBE Program Coordinator or designee may require.

12 When another governmental entity has an equivalent HUBSBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

13 C. Recertification. A HUBSBE qualified business shall demonstrate annually to the satisfaction of the HUBSBE Program Coordinator that the following HUBSBE qualifications are still in effect for such business:

- 15 1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
- 16 2. That the company has maintained all applicable and necessary licenses in the intervening period, and
- 17 3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the HUBSBE Regulations.

18 D. Appeals. The applicant may appeal any certification determination by the HUBSBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

20 **1.07.060 Program requirements.**

21 A. Establishment of Annual HUBSBE Goals. The HUBSBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of HUBSBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of HUBSBEs in City contracts shall be based on the number of qualified HUBSBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to HUBSBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable HUBSBE goal. The initial cumulative annual HUBSBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

26



1 B. Revision of Annual HUBSBE Goals. HUBSBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of HUBSBE participation reasonably attainable. If no
2 certified HUBSBEs are available to provide supplies, services, and/or public works, the dollar value of such
3 supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set
4 forth in the HUBSBE Regulations. Proposed reduction of the cumulative annual HUBSBE goals shall be in
5 accordance with the HUBSBE Regulations.

6 C. Application of HUBSBE Goals to Contracts. The HUBSBE Program Coordinator shall consult with City
7 departments/divisions to establish the HUBSBE goal for competitively solicited contracts of \$25,000 and
8 above, in accordance with this chapter and the HUBSBE Regulations. No HUBSBE goal will be established
9 if no certified HUBSBEs are available to provide supplies, services and/or public works.

10 D. Waivers. City departments/divisions or the HUBSBE Program Coordinator may request to waive one or
11 more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be
12 granted in any one or more of the following circumstances:

13 1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither
14 the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be
15 documented by the department/division awarding the contract.

16 2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic
17 burden or risk to the City after consideration of existing budgetary approvals.

18 3. Sole source: The supplies, services, and/or public works are available from only one source, and
19 subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

20 4. Government purchasing. The City is a party to or included in a federal, state or inter-local government
21 purchasing agreement as approved by the finance purchasing manager.

22 5. Lack of HUBSBEs: An insufficient number of qualified HUBSBE contractors exist to create HUBSBE
23 utilization opportunities.

24 6. Best interests of the City: Waiver of HUBSBE goals is in the best interests of the City due to unforeseen
25 circumstances, provided that said circumstances are set forth in writing by the requestor.

26 E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the
Board of Contracts and Awards(C&A Board). The C&A Board may also review a request to reduce or waive
the HUBSBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A
Board shall determine whether compliance with such goals would impose unwarranted economic burden on,
or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter
would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the
matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

19 **1.07.070 Evaluation of submittals.**

20 A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or
21 more shall be evaluated for attainment of the HUBSBE goal established for that contract in accordance with
22 this chapter and the HUBSBE Regulations.

23 B. The determination of HUBSBE usage and the calculation of HUBSBE goal attainment per this section
24 shall include the following considerations:

25 1. General. The dollar value of the contract awarded by the City to a HUBSBE in the procurement of
26 supplies, services, or public works shall be counted toward achievement of the HUBSBE goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the
HUBSBE goal for expenditures for supplies obtained from a HUBSBE; provided such HUBSBE assumes the
actual and contractual responsibility for delivering the supplies with its resources. The contractor may also
receive credit toward attainment of the HUBSBE goal for the amount of the commission paid to a HUBSBE
resulting from a supplies contract with the City; provided the HUBSBE performs a commercially useful
function in the process.



3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a HUBSBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the HUBSBE goal based on the value of the subcontract with that HUBSBE.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. HUBSBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the HUBSBE Regulations) shall not count toward HUBSBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a HUBSBE utilization goal has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the HUBSBE goal, and, if so, that Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.

b. If the lowest priced bid does not meet the HUBSBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or certified HUB bidder is are priced within five percent thereof, of the lowest evaluated bid, resulting from then the following formula shall be applied to each such other bid presumed the lowest and best responsible bid for contract award:

$$\begin{array}{c}
 \text{(Base Bid)} \left[\frac{\text{HUBSBE} \\ \text{Percentages Usage}}{\text{HUBSBE} \\ \text{Goal Percentages}} \right] \times (.05 \times \text{Low Base Bid}) = \text{Evaluated Bid}
 \end{array}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified HUBSBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The HUBSBE Regulations may establish further requirements and procedures for final selection and contract award, including:

- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no HUBSBE utilization goal has been established for the contract to be awarded shall encourage HUBSBE participation as follows:

1. A submittal from a responsive certified HUBSBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The HUBSBE Regulations may establish further HUBSBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City



departments/divisions shall use due diligence to encourage and obtain HUBSBE participation for supplies, services, and public works contracts under \$5,000.

1 **1.07.080 Contract compliance.**

2 A. The contractor awarded a contract based on HUBSBE participation shall, during the term of the contract,
3 comply with the HUBSBE goal established in said contract. To ensure compliance with this requirement
4 following contract award, the following provisions apply:

5 1. Any substitutions for or failure to utilize HUBSBEs projected to be used must be approved in advance by
6 the HUBSBE Program Coordinator. Substitution of one HUBSBE with another shall be allowed where there
7 has been a refusal to execute necessary agreements by the original HUBSBE, a default on agreements
8 previously made or other reasonable excuse; provided that the substitution does not increase the dollar
9 amount of the bid.

10 2. Where it is shown that no other HUBSBE is available as a substitute and that failure to secure participation
11 by the HUBSBE identified in the solicitation is not the fault of the respondent, substitution with a non-
12 HUBSBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

13 3. If the HUBSBE Program Coordinator determines that the contractor has not reasonably and actively
14 pursued the use of replacement HUBSBE(s), such contractor shall be deemed to be in non-compliance.

15 B. Record Keeping. All contracts shall require contractors to maintain relevant records and information
16 necessary to document compliance with this chapter and the contractor's utilization of HUBSBEs, and shall
17 include the right of the City to inspect such records.

18 **1.07.090 Program monitoring.**

19 A. The HUBSBE Program Coordinator shall monitor compliance with all provisions of this chapter and the
20 HUBSBE Regulations. The HUBSBE Program Coordinator shall establish procedures to collect data and
21 monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth
22 herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that
23 the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under
24 utilization in City contracting. The HUBSBE Program Coordinator shall have the authority to obtain from
25 City departments/divisions, respondents, and contractors such relevant records, documents, and other
26 information as is reasonably necessary to determine compliance.

B. The HUBSBE Program Coordinator shall submit an annual report to the Community and Economic
Development Director, Director of Utilities, and the City Manager detailing performance of the program. The
report shall document HUBSBE utilization levels, waivers, proposed modifications to the program, and such
other matters as may be specified in the HUBSBE Regulations.

1.07.100 Enforcement.

The Director, or his or her designee, may investigate the employment practices of contractors to determine
whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in
accordance with the procedures established in the HUBSBE Regulations.

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the HUBSBE Program Coordinator, the City
Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as
appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or



5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

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B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City’s intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the HUBSBE Regulations has occurred, the HUBSBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor’s development of a plan for compliance acceptable to the Director.

* * *

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2014, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2014, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of HUBSBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.



EXHIBIT "B"

1 **1.23.050 Areas of jurisdiction.**

2 A. The Examiner shall receive and examine relevant information, conduct public hearings, maintain a record
3 thereof, and enter findings of fact, conclusions of law, and recommendations to the City Council or other
4 order, as appropriate, in the following matters:

- 5 1. Applications for rezoning of property (Chapter 13.05);
- 6 2. Formation of Local Improvement Districts (Chapter 10.04);
- 7 3. Approval of Local Improvement District assessments (Chapter 10.04);
- 8 4. Dangerous sidewalks proceedings (Chapter 10.18);
- 9 5. Petitions for street and alley vacations (Chapter 9.22);
- 10 6. Appeals of administrative determinations of the City Council (Section 1.06.820);
- 11 7. Appeals from the decision of the Landmarks Preservation Commission regarding certificates of
12 approval (Section 42.080); and
- 13 8. Appeals of a decision of the City Council to remove a member of a City board, commission, committee, task
14 force, or other multi-member body from office (Chapter 1.46).

15 B. In regard to the matters set forth below, the Examiner shall conduct adjudicative proceedings, maintain a
16 record thereof, and enter findings of fact, conclusions of law, and a final decision or other order, as
17 appropriate:

- 18 1. Applications for preliminary plat approval for subdivisions exceeding nine lots (Chapter 13.04);
- 19 2. Appeals from decisions of the Director of Planning and Development Services (Chapters 13.05 and 13.06);
- 20 3. Appeals from decisions of the City Engineer regarding removal of or pruning trees on City-owned property
21 (Chapter 9.20);
- 22 4. Appeals from the decisions or order of the Health Officer regarding violations of the Infectious Waste
23 Management Code (Section 5.04.170);
- 24 5. Appeals from the Health Officer's denial of a permit to operate a swimming pool under
25 Chapter 5.50 (Section 5.50.030);
- 26 6. Appeals from denial or revocation of a permit for sidewalk vending (Section 6.81.120);
7. Appeals regarding determinations of unlawful discriminatory practice under the Human Rights Commission
chapter (Chapter 1.29);
8. Appeals from determinations of the Chief of Police, or his or her designee, regarding Potentially Dangerous
Dogs and Dangerous Dogs (Chapter 17.04);
9. Appeals arising out of the Tax and License Code (Title 6);
10. Appeals arising out of the City Environmental Code, Chapter 13.12 (Section 13.12.680);
11. Appeals arising under the City's commute trip reduction ordinance (Chapter 13.15);
12. Actions brought under the City's Whistle Blower Policy;
13. Appeals from the film production coordinator's decisions regarding productions of motion pictures within
the City (Section 11.10.140);
14. Appeals from denial of special permits regarding solid waste recycling (Section 12.09.070);
15. Matters referred for adjudication by the Civil Service Board under its rules of procedure (Charter
Section 6.11(c));



16. Appeals arising under the City's concurrency management ordinance (Chapter 13.16);
17. Hearing of violations of the City's Ethics Code (Chapter 1.46);
18. Appeals from the Public Works Director's determination of civil penalties or any other charge, order, requirement, decision, or determination issued by the Director or his or her staff pursuant to the sewage disposal and drainage regulations ordinance (Chapter 12.08);
19. Appeals from the Public Works Director's determination of civil penalties for violations of the solid waste ordinance and appeals arising out of the imposition by the Director, or his or her staff, of solid waste utility charges; provided, that the Hearing Examiner shall not adjudicate claims with respect to any rate set by the City Council in a rate ordinance nor hear any challenge to the rate-making process (Chapter 12.09);
20. Appeals from the decision of the Community and Economic Development Department Director denying or canceling a final Certificate of Tax Exemption under Tacoma's Mixed-Use Center Development ordinance (Chapter 13.17);
21. Appeals arising from the imposition of charges for service issued by the Department of Public Utilities, as well as those arising from disputes concerning utility service, use of watershed or other Department property, and termination of any use; provided, that the Hearing Examiner shall not adjudicate claims with respect to any rate set by the City Council in a rate ordinance nor hear any challenge to the rate-making process (Chapters 12.06 and 12.10);
22. Appeals arising out of the City's Minimum Building and Structures Code for Substandard or Derelict properties (Chapter 2.01);
23. Appeals from sign enforcement (Section 13.05.105);
24. Applications for projects that require land use permits from the City of Tacoma as well as from a neighboring jurisdiction transferred to the jurisdiction of the Hearing Examiner in accordance with Section 13.05.040.F;
25. Appeals from Chronic Nuisance Code enforcement (Section 8.30A.080);
26. Appeals arising from a decision to deny a special street use permit, pursuant to Subtitle 16B;
27. Appeals arising from a decision to deny a telecommunications system franchise, pursuant to Subtitle 16B;
28. Appeals arising from a decision to deny a telecommunications system license, pursuant to Subtitle 16B;
29. Appeals arising from the establishment of a reimbursement assessment area and levying of a reimbursement assessment upon benefited property owners, pursuant to Chapter 35.72 RCW and applicable City ordinances;
30. Appeals from the decision of the Landmarks Preservation Commission regarding certificates of approval and decisions on demolition applications (Section 13.07.160);
31. Applications for wetland and stream development permits, wetland and stream assessments, and wetland delineation verifications in conjunction with a preliminary plat approval or reclassification.
32. Appeals regarding overpayment of wages (Section 1.12.071);
33. Administrative hearings related to the breach or termination of cable television franchises granted, pursuant to Subtitle 16A;
34. Applications for Conditional Use Permits (Table "G" of Section 13.05.020.G, Chapter 13.06);
35. Appeals from Poultry and Pigeons enforcement (Section 5.30.040).
- [36. Appeals from determinations related to certification and enforcement of violations for Small Business Enterprises \(Chapter 1.07\).](#)



EXHIBIT "C"

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10.27.030 Applicability and procedure.

A small works roster and award of contract process for public works contracts of \$200,000 or less is hereby authorized.

A. The Director of Finance, or his or her designee, shall create and maintain a small works roster for designated categories of public works projects, which roster shall be comprised of all contractors who complete the required application and are, where required by law, properly licensed or registered to perform such work in Washington State.

B. Whenever work is done by contract, the estimated cost of which is \$200,000 or less, and the small works roster process is used, bids may be invited from all appropriate contractors on the roster, provided that no fewer than five contractors, if such number is available, shall be invited to submit bids on any one contract, and provided, further, whenever possible, a proposal shall be invited from one ~~Historically Underutilized Business ("HUB")~~ Small Business Enterprise ("SBE"), one minority business enterprise ("MBE") and/or one woman business enterprise ("WBE"), if available from the roster, and if otherwise qualified to perform the work being solicited. The procedures for selecting firms shall ensure that the opportunity to submit bids is equitably distributed among the listed firms while also ensuring that at least one certified ~~HUB~~ SBE and one certified MBE and one certified WBE is included in each group of five bidders whenever possible.

C. Invitations for small works roster bids shall include a scope of work to be performed and materials and equipment to be furnished.

D. When awarding such a contract for work, the estimated cost of which is \$200,000 or less, the City shall award the contract to the contractor submitting the lowest and best responsible bid.

E. The City shall endeavor to distribute bidding opportunities to as many small works roster contractors as possible and shall track solicitations to contractors on the roster. After a small works roster contractor has been invited to submit a bid for any given solicitation/project, the City shall endeavor to provide opportunities to other appropriately qualified contractors on the roster prior to making a repeat solicitation to any contractor.

F. In accordance with RCW 39.04.155, when awarding a contract of \$100,000 or less, the performance bond and retainage requirements may be waived on a case-by-case basis for firms whose annual revenues are below \$1,000,000.

G. Contractors with annual revenues below \$250,000 who are awarded contracts of \$100,000 or less shall be paid within ten business days, less 5 percent retainage, upon receipt by the City of fully completed closeout documentation.



ORDINANCE NO. 28142

1 AN ORDINANCE relating to the Harbor Code; amending Section 4.10.130 of the
2 Tacoma Municipal Code to establish no-wake zones in the Thea Foss
Waterway and within 1,000 feet of marine fueling docks.

3 WHEREAS the City's Harbor Code, codified as Title 4 of the Tacoma
4 Municipal Code ("TMC"), currently specifies a five-mile-per-hour speed limit in
5 City waterways, and
6

7 WHEREAS, to reduce environmental and life safety risks, members of the
8 boating community and operators of fuel docks have expressed a desire for
9 "no-wake" or "steerage-speed only" zones in the Thea Foss Waterway and within
10 1,000 feet of any marine fueling dock, and
11

12 WHEREAS, on September 12, 2012, the Fire Chief/Harbor Master and the
13 Tacoma Waterfront Association hosted a public meeting to discuss amendments
14 to the Harbor Code intended to address concerns related to the following: (1) life
15 safety and fuel spillage at marine docks; (2) consistency with state and federal
16 practices; and (3) public safety for watercraft, given the diversity of water-based
17 recreation occurring in the Thea Foss Waterway, and
18

19 WHEREAS City staff is recommending the proposed amendments at this
20 time to allow adequate time to educate recreational boaters prior to the beginning
21 of boating season; Now, Therefore,

22 BE IT ORDAINED BY THE CITY OF TACOMA:
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That Section 4.10.130 of the Tacoma Municipal Code is hereby amended
as set forth in the attached Exhibit "A."

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

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4.10.130 Speed limits and no-wake zones – Infraction or misdemeanor.

It shall be unlawful for any person to operate any vessel or watercraft in Tacoma Harbor at a speed in excess of five miles per hour within 100 yards of any diver’s flag, restricted area, pier, or shore installation, or within 100 yards of any shoreline, except for those shorelines lying westerly of a point on the western end of Owens Beach, which point is located approximately at the intersection of longitude 122°21'27" west and latitude 47°18'50" north. It shall further be unlawful to operate any vessel or watercraft at a speed greater than five miles per hour within any part of the following designated waterways, to wit: ~~Thea Foss Waterway, Wheeler Osgood Waterway~~, Middle Waterway, St. Paul Waterway, Puyallup Waterway, Sitcum Waterway, Blair Waterway, or Hylebos Waterway. It shall further be unlawful to operate any vessel or watercraft at a speed greater than that which is necessary to maintain steerage within any part of the following designated no-wake zones, to wit: Thea Foss Waterway, Wheeler Osgood Waterway, or within 1,000 feet of any marine fueling dock. Such speed limits may be exceeded, where necessary, for safe navigation, accident avoidance, or in an emergency where the exceeding of such speed limit is necessary in the protection of life or property. Notwithstanding the speed limits set forth herein, it shall be unlawful for any vessel or watercraft to be operated any place within the Tacoma Harbor at such a speed as to cause damage to persons or property because of the wake of said vessel or watercraft.

The first or second violation of this section, within 365 days, is a civil infraction. A third or subsequent violation of this section, within 365 days, shall constitute a misdemeanor.



ORDINANCE NO. 28143

1 AN ORDINANCE relating to local improvement districts; establishing Consolidated
2 Local Improvement District No. 65 and Consolidated Local Improvement
3 Fund No. 65; providing for the issuance, sale, and delivery of the
4 Consolidated Local Improvement District No. 65 Bonds; fixing or setting
5 parameters with respect to certain terms and covenants of the bonds;
6 appointing the City's designated representative to approve the final terms of
7 the sale of the bonds; authorizing the sale and providing for the delivery of
8 the bonds to D.A. Davidson & Co. of Seattle, Washington; fixing the interest
9 rate on local improvement district assessment installments; and amending
10 the assessment confirmation ordinance for each of the local improvement
11 districts included in Consolidated Local Improvement District No. 65

12 WHEREAS the City Council of the City of Tacoma, Washington (the "City"),
13 has created Local Improvement District Nos. 3967 (Sanitary Sewer LID),
14 7726 (Tacoma Power LID), 5728 (Water LID), 8656 (Roadway and Storm LID),
15 6980 (Street Lighting LID), and 7727 (Ruston Power LID) with respect to the Point
16 Ruston project (the "Point Ruston LIDs"), and

17 WHEREAS RCW 35.45.160 authorizes the establishment of consolidated
18 local improvement districts for the purpose of issuing bonds only and provides that
19 if the governing body of any municipality orders the creation of a consolidated local
20 improvement district, the money received from the installment payment of the
21 principal of and interest on assessments levied within the original local
22 improvement districts shall be deposited in a consolidated local improvement
23 district bond redemption fund to be used to redeem outstanding consolidated local
24 improvement district bonds; Now, Therefore,

25 BE IT ORDAINED BY THE CITY OF TACOMA:

26 Section 1. Definitions. As used in this ordinance, the following words shall
have the following meanings:



“Authorized Denomination” means \$5,000 or any integral multiple thereof.

1 “Bond Counsel” means Foster Pepper PLLC, of Seattle, Washington, its
2 successor, or other nationally recognized firm serving as bond counsel to the City.

3 “Bond Fund” means the Consolidated Local Improvement Fund, District
4 No. 65 created in Section 3 of this ordinance.
5

6 “Bond Purchase Contract” means an agreement between the City and the
7 Underwriter providing for the purchase of the Bonds by the Underwriter.

8 “Bond Register” means the books or records maintained by the Bond
9 Registrar on which are recorded the names and mailing addresses of the registered
10 owners and the principal amount and number of each of the Bonds held by each
11 registered owner.
12

13 “Bond Registrar” means the Fiscal Agent.

14 “Bonds” means the City’s Consolidated Local Improvement District No. 65
15 Bonds authorized by this ordinance.
16

17 “City” means the City of Tacoma, Washington, a municipal corporation duly
18 organized and existing under the laws of the State.

19 “City Council” means the governing body of the City, acting in its legislative
20 capacity.
21

22 “CLID 65” means the consolidated local improvement district to be known
23 and designated as Consolidated Local Improvement District No. 65 created in
24 Section 2 of this ordinance.

25 “Code” means the United States Internal Revenue Code of 1986, as
26 amended, and applicable rules and regulations promulgated thereunder.



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“Designated Representative” means the Director of Finance, the officer or employee of the City appointed in Section 5 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040 for the purpose of accepting, on behalf of the City, an offer to purchase the Bonds on terms consistent with this ordinance and the parameters set forth herein.

“Director of Finance” means the City’s Director of Finance, or official acting in such capacity.

“DTC” means The Depository Trust Company, New York, New York.

“Fiscal Agent” means the fiscal agent of the State, or such other fiscal agent designated by the City in accordance with State law.

“Issue Date” means the date of initial delivery of the Bonds to the Underwriter.

“Letter of Representations” means the Blanket Issuer Letter of Representations dated May 10, 1995, between the City and DTC, as it may be amended from time to time.

“LID Agreement” means the Agreement for Improvements within the ASARCO Tacoma Smelter Superfund Site Area OU2 between the City and Point Ruston, LLC, dated April 28, 2009 (as amended).

“Local Improvement Guaranty Fund” means the Local Improvement Guaranty Fund of the City created by Ordinance No. 8414 as codified at Tacoma Municipal Code Chapter 10.08.

“MSRB” means the Municipal Securities Rulemaking Board.



1 "Note" means the City's not to exceed \$28,699,000 Local Improvement
2 District Bond Anticipation Note, 2011 (Point Ruston LIDs Non-Revolving Line of
3 Credit).

4 "Point Ruston Local Improvement Districts" or "Point Ruston LIDs" means the
5 local improvement districts created with respect to the Point Ruston project,
6 including, without limitation, LID No. 3967 (Sanitary Sewer LID), LID No. 7726
7 (Tacoma Power LID), LID No. 5728 (Water LID), LID No. 8656 (Roadway and
8 Storm LID), LID No. 6980 (Street Lighting LID), and LID No. 7727 (Ruston Power
9 LID).

10 "Rating Agency" means any nationally recognized rating agency then
11 maintaining a rating on the Bonds at the request of the City.

12 "Rule 15c2-12" means Rule 15c2-12 promulgated by the SEC under the
13 Securities Exchange Act of 1934, as amended.

14 "SEC" means the United States Securities and Exchange Commission.

15 "State" means the State of Washington.

16 "Supplemental Reserve Fund" means that certain fund created to provide
17 additional security for the Point Ruston LIDs and CLID No. 65 under the LID
18 Agreement pursuant to RCW 35.51.040.

19 "Undertaking" means the undertaking to provide continuing disclosure set
20 forth in Section 19 of this ordinance.

21 "Underwriter" means D.A. Davidson & Co. of Seattle, Washington, the initial
22 purchaser of the Bonds.

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1 Section 2. Consolidation of Local Improvement Districts. For the purpose of
2 issuing bonds only, those local improvement districts of the City established by the
3 various ordinances listed in Exhibit "A" attached hereto, the 30-day period for
4 making cash payment of assessments without interest in each local improvement
5 district having expired in the case of the assessments for each local improvement
6 district, are consolidated into a consolidated local improvement district to be known
7 and designated as Consolidated Local Improvement District No. 65 ("CLID 65"), as
8 described in Exhibit "A."

9 Section 3. Bond Fund. There is created and established in the office of the
10 City Treasurer, for CLID 65, a special consolidated local improvement district fund
11 to be known and designated as the Consolidated Local Improvement Fund, District
12 No. 65 (the "Bond Fund"). All money presently on hand representing collections
13 pertaining to installments of assessments and interest thereon in each of the local
14 improvement districts described in Section 1 and listed in Exhibit "A" shall be
15 transferred to and deposited in the Bond Fund, and all collections pertaining to
16 assessments on the assessment rolls of those local improvement districts when
17 hereafter received shall be deposited in the Bond Fund to redeem outstanding
18 Bonds.
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21 Section 4. Authorization of Bonds. The City is authorized to issue the Bonds
22 for the purpose of providing funds necessary to (i) finance the costs of carrying out
23 improvements in the Point Ruston LIDs, including, without limitation, repayment of
24 the Note; (ii) make a deposit into the Supplemental Reserve Fund; and (iii) pay the
25 costs of issuance of the Bonds.
26



Section 5. Appointment of Designated Representative; Description of

1 Bonds. The Director of Finance is appointed as the Designated Representative in
2 accordance with RCW 39.46.040(2). The Designated Representative is authorized
3 and directed to approve the terms and conditions of the Bonds, with such additional
4 terms and covenants as he or she deems advisable, with the following parameters:
5

6 (a) Principal Amount. The Bonds shall not exceed the total
7 amount on the assessment rolls of the Point Ruston LIDs remaining uncollected
8 after the expiration of the respective 30-day interest free prepayment periods for
9 assessments on those assessment rolls.
10

11 (b) Date or Dates. The Bonds shall be dated as of their date of
12 delivery to the Underwriter (the "Issue Date"), which date may not be later than
13 December 31, 2013.

14 (c) Denomination, Designation, Etc. The Bonds must be issued in
15 Authorized Denominations, except that one Bond may be in the principal amount of
16 \$4,358.40, or \$4,358.40 plus any Authorized Denomination. The Bonds shall be
17 numbered separately in the manner and shall bear any name and additional
18 designation (including CUSIP numbers) as deemed necessary or appropriate by the
19 Designated Representative.
20

21 (d) Interest Rate(s). The Bonds shall bear interest at fixed rates
22 per annum (computed on the basis of a 360-day year of twelve 30-day months)
23 from their date or from the most recent interest payment date for which interest has
24 been paid or duly provided for, whichever is later. One or more rates of interest
25 may be fixed for the Bonds, provided that no rate of interest for any Bond may
26



1 exceed 7.25 percent, and the “all-in” true interest cost to the City for the Bonds may
2 not exceed 7.50 percent.

3 (e) Payment Dates. Interest must be payable at fixed rates
4 annually on such dates as are acceptable to the Designated Representative,
5 commencing no later than one year following the Issue Date.

6 (f) Final Maturity. The Bonds shall mature no later than the date
7 that is 30 years after the Issue Date.

8 (g) Redemption Rights. The Bonds shall be subject to redemption
9 in accordance with Section 8.

10 (h) Price. The purchase price for the Bonds may not be less than
11 98 percent or more than 102 percent of the stated principal amount of Bonds.

12 (i) Insurance. The Designated Representative may determine
13 whether it is in the City’s best interest to provide for bond insurance or other credit
14 enhancement.
15

16 (j) General Authorization. The Designated Representative is also
17 authorized to take such additional action as may be necessary or convenient to
18 issue the Bonds pursuant to the terms of this ordinance.
19

20 Section 6. Registration and Transfer of Bonds. The Bonds shall be issued
21 only in registered form as to both principal and interest and shall be recorded on the
22 Bond Register. Bonds may be transferred only if endorsed in the manner provided
23 thereon and surrendered to the Bond Registrar. The transfer of a Bond shall be by
24 the Bond Registrar’s receiving the Bond to be transferred, cancelling it and issuing
25 a new certificate in the form of the Bonds to the transferee after registering the
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1 name and address of the transferee on the Bond Register. The new certificate shall
2 bear the same Bond number as the transferred Bond but may have a different
3 inventory reference number or control number. Any exchange or transfer shall be
4 without cost to the owner or transferee. The Bond Registrar shall not be obligated
5 to exchange or transfer any Bond during the 15 days preceding any principal
6 payment or redemption date.

7 The Bonds initially shall be registered in the name of Cede & Co., as the
8 nominee of DTC. The Bonds so registered shall be held in fully immobilized form
9 by DTC as depository in accordance with the provisions of the Letter of
10 Representations. Neither the City nor the Bond Registrar shall have any
11 responsibility or obligation to DTC participants or the persons for whom they act as
12 nominees with respect to the Bonds regarding accuracy of any records maintained
13 by DTC or DTC participants of any amount in respect of principal of or interest on
14 the Bonds, or any notice which is permitted or required to be given to registered
15 owners hereunder (except such notice as is required to be given by the Bond
16 Registrar to DTC).

19 For as long as any Bonds are held in fully immobilized form, DTC, its
20 nominee, or its successor depository shall be deemed to be the registered owner
21 for all purposes hereunder and all references to registered owners, bond owners,
22 bondholders, or the like shall mean DTC or its nominee and shall not mean the
23 owners of any beneficial interests in the Bonds. Registered ownership of such
24 Bonds, or any portions thereof, may not thereafter be transferred except: (i) to any
25 successor of DTC or its nominee, if that successor shall be qualified under any
26



1 applicable laws to provide the services proposed to be provided by it; (ii) to any
2 substitute depository appointed by the City or such substitute depository's
3 successor; or (iii) to any person if the Bonds are no longer held in immobilized form.

4 Upon the resignation of DTC or its successor (or any substitute depository or
5 its successor) from its functions as depository, or a determination by the City that it
6 no longer wishes to continue the system of book entry transfers through DTC or its
7 successor (or any substitute depository or its successor), the City may appoint a
8 substitute depository. Any such substitute depository shall be qualified under any
9 applicable laws to provide the services proposed to be provided by it.

10
11 If (i) DTC or its successor (or substitute depository or its successor) resigns
12 from its functions as depository, and no substitute depository can be obtained, or (ii)
13 the City determines that the Bonds are to be in certificated form, the ownership of
14 Bonds may be transferred to any person as provided herein and the Bonds no
15 longer shall be held in fully immobilized form.

16
17 Section 7. Payment of Bonds. Both principal of and interest on the Bonds
18 shall be payable solely out of the Bond Fund, from the Local Improvement Guaranty
19 Fund of the City, and from the Supplemental Reserve Fund, and shall be payable in
20 lawful money of the United States of America. Interest on the Bonds shall be paid
21 by checks or drafts mailed to the registered owners on the interest payment date at
22 the addresses appearing on the Bond Register on the 15th day of the month
23 preceding the interest payment date or upon the written request of a registered
24 owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least
25 15 days prior to the applicable payment date), such payment shall be made by the
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1 Bond Registrar by wire transfer to the account within the continental United States
2 designated by the registered owner. Principal of the Bonds shall be payable upon
3 presentation and surrender of the Bonds by the registered owners at the principal
4 office of the Bond Registrar.

5 Notwithstanding the foregoing, for as long as the Bonds are registered in the
6 name of DTC or its nominee, payment of principal of and interest on the Bonds
7 shall be made in the manner set forth in the Letter of Representations.

8 Section 8. Redemption Provisions and Open Market Purchase of Bonds.

9 (a) Redemption. The City reserves the right to redeem the Bonds
10 prior to their stated maturity on any interest payment date at the redemption price of
11 par plus accrued interest thereon to the redemption date. The City shall call Bonds
12 for redemption whenever there shall be sufficient money in the Bond Fund to pay
13 the Bonds so called over and above the amount required for the payment of the
14 interest payable on that interest payment date on all unpaid Bonds.
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17 (b) Selection of Bonds for Redemption; Partial Redemption. All or
18 a portion of the principal amount of any Bond that is subject to optional redemption
19 may be redeemed in any Authorized Denomination. If less than all of the
20 outstanding principal amount of any Bond is redeemed, upon surrender of that
21 Bond to the Bond Registrar, there shall be issued to the registered owner, without
22 charge, a new Bond (or Bonds, at the option of the registered owner) of the same
23 interest rate in any Authorized Denomination (or any Authorized Denomination plus
24 \$4,358.40) in the aggregate principal amount remaining unredeemed. While a
25 Bond is held in book-entry form by DTC or its nominee, selection of the principal
26



1 portion of any Bond to be partially redeemed shall be done in accordance with the
2 Letter of Representations. If a Bond ceases to be held in book-entry form by DTC
3 or its nominee, the portion to be partially redeemed shall be selected randomly in
4 such manner as the Bond Registrar shall determine.

5 (c) Notice of Redemption. While a Bond is held in book-entry form
6 by DTC or its nominee, notice of redemption shall be given as required in
7 accordance with the Letter of Representations, and the Bond Registrar shall not be
8 required to give any other notice of redemption. If a Bond ceases to be held in
9 book-entry form by DTC or its nominee, unless waived by the registered owner of
10 the Bond to be redeemed, the City shall cause notice of an intended redemption of
11 Bonds to be given by the Bond Registrar not less than 15, nor more than 30 days
12 prior to the date fixed for redemption by first-class mail, postage prepaid, to the
13 registered owner of each Bond to be redeemed at the address appearing on the
14 Bond Register at the time the Bond Registrar prepares the notice. The
15 requirements of the preceding sentence shall be satisfied when notice has been
16 mailed as so provided, whether or not it is actually received by an owner of any
17 Bond. In addition, the redemption notice shall be mailed or sent electronically
18 within the same period to the MSRB (if required under the Undertaking), to each
19 Rating Agency, and to such other persons and with such additional information as
20 the Director of Finance shall determine, but these additional mailings shall not be a
21 condition precedent to the redemption of a Bond.
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25 (d) Rescission of Redemption. In the case of any redemption, the
26 notice of redemption may state that the City retains the right to rescind the



1 redemption notice and the redemption of those Bonds by giving a notice of
2 rescission to the affected registered owners at any time prior to the scheduled
3 optional redemption date. Any notice of redemption that is so rescinded shall be of
4 no effect, and a Bond for which a notice of redemption has been rescinded shall
5 remain outstanding.

6 (e) Effect of Redemption. Interest on Bonds called for redemption
7 shall cease to accrue on the date fixed for redemption, unless the notice of
8 redemption is rescinded as set forth above.

9 (f) Open Market Purchase. The City reserves the right to
10 purchase any or all of the Bonds in the open market at any time at any price
11 acceptable to the City plus accrued interest to the date of purchase.
12

13 Section 9. Failure to Redeem Bonds. If any Bond is not redeemed when
14 properly presented at its maturity or call date, the City shall be obligated to pay
15 interest on that Bond at the same rate provided in the Bond from and after its
16 maturity or call date until that Bond, both principal and interest, is paid in full or until
17 sufficient money for its payment in full is on deposit in the Bond Fund and the Bond
18 has been called for payment.
19

20 Section 10. Covenants. The City covenants that: (1) it will diligently
21 commence and pursue the collection of all delinquent assessments, which pursuit
22 shall include the immediate initiation of foreclosure proceedings on assessments of
23 properties in the Point Ruston LIDs consolidated herein which are delinquent, as
24 permitted by the LID Agreement; and (2) based on current market values, money or
25 lawful investments held from time to time in the City's Local Improvement Guaranty
26



1 Fund, subject only to constitutional or statutory limitations, shall be at least equal to
2 10 percent of the total principal amount of all obligations guaranteed by the City's
3 Local Improvement Guaranty Fund, plus accrued but unpaid interest thereon, and
4 less the total amount of money and lawful investments in the respective bond funds
5 for payment and redemption of all outstanding obligations guaranteed by the City's
6 Local Improvement Guaranty Fund.

7 Section 11. Pledge of Assessment Payments. Assessments collected in the
8 Point Ruston LIDs, together with interest and penalties, if any, are pledged to the
9 payment of the Bonds which are payable solely out of the Bond Fund, the Local
10 Improvement Guaranty Fund of the City, and the Supplemental Reserve Fund, all in
11 the manner provided by law. The Bonds are not general obligations of the City.
12

13 The Supplemental Reserve Fund is the fund of first resort upon default of
14 any payment of Point Ruston LIDs assessments, and amounts available in the
15 Supplemental Reserve Fund shall be drawn upon prior to the City's draw upon
16 amounts in the Local Improvement Guaranty Fund. The City shall not pledge the
17 Supplemental Reserve Fund to secure any bonds other than the Bonds, unless
18 such bonds are related to the Point Ruston LIDs.
19

20 Section 12. Form and Execution of Bonds. The Bonds shall be prepared in
21 a form consistent with the provisions of this ordinance and state law and shall be
22 signed by the Mayor and the Director of Finance, either or both of whose signatures
23 may be manual or in facsimile, and the seal of the City or a facsimile reproduction
24 thereof shall be impressed or printed thereon.
25
26



1 Only Bonds bearing a Certificate of Authentication in the following form,
2 manually signed by the Bond Registrar, shall be valid or obligatory for any purpose
3 or entitled to the benefits of this ordinance: "Certificate of Authentication. This
4 Bond is one of the fully registered City of Tacoma, Washington, Consolidated Local
5 Improvement District No. 65 Bonds, described in the Bond Ordinance." The
6 authorized signing of a Certificate of Authentication shall be conclusive evidence
7 that the Bond so authenticated has been duly executed, authenticated, and
8 delivered and is entitled to the benefits of this ordinance.

9
10 If any officer whose facsimile signature appears on the Bonds ceases to be
11 an officer of the City authorized to sign bonds before the Bonds bearing his or her
12 facsimile signature are authenticated or delivered by the Bond Registrar or issued
13 by the City, those Bonds nevertheless may be authenticated, issued, and delivered
14 and, when authenticated, issued, and delivered, shall be as binding on the City as
15 though that person had continued to be an officer of the City authorized to sign
16 bonds. Any Bond also may be signed on behalf of the City by any person who, on
17 the actual date of signing of the Bond, is an officer of the City authorized to sign
18 bonds, although he or she did not hold the required office on the date of issuance of
19 the Bond.
20

21
22 Section 13. Bond Registrar. The Bond Registrar shall keep, or cause to be
23 kept, at its office, sufficient books for the registration, assignment or transfer of the
24 Bonds, which books shall be open to inspection by the City at all times. The Bond
25 Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds
26 transferred or exchanged in accordance with the provisions of the Bonds and this



1 ordinance, to serve as the City's paying agent for the Bonds, and to carry out all of
2 the Bond Registrar's powers and duties under this ordinance and City Ordinance
3 No. 22999, establishing a system of registration for the City's bonds and
4 obligations.

5 The Bond Registrar shall be responsible for its representations contained in
6 the Bond Registrar's Certificates of Authentication on the Bonds.

7 Section 14. Preservation of Tax Exemption for Interest on Bonds. The City
8 covenants that it will take all actions necessary to prevent interest on the Bonds
9 from being included in gross income for federal income tax purposes, and it will
10 neither take any action nor make or permit any use of proceeds of the Bonds or
11 other funds of the City treated as proceeds of the Bonds at any time during the term
12 of the Bonds which will cause interest on the Bonds to be included in gross income
13 for federal income tax purposes. The City also covenants that it will, to the extent
14 the arbitrage rebate requirement of Section 148 of the Code, is applicable to the
15 Bonds, take all actions necessary to comply (or to be treated as having complied)
16 with that requirement in connection with the Bonds, including the calculation and
17 payment of any penalties that the City has elected to pay as an alternative to
18 calculating rebatable arbitrage, and the payment of any other penalties if required
19 under Section 148 of the Code to prevent interest on the Bonds from being included
20 in gross income for federal income tax purposes.
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Section 15. Creation of Funds and Use of Bond Proceeds.

1 (a) Supplemental Reserve Fund. There is created in the City treasury
2 a fund to be designated as the Supplemental Reserve Fund. Amounts deposited
3 into the Supplemental Reserve Fund shall be used in accordance with
4
5 RCW 35.51.040.

6 (b) Use of Bond Proceeds. Proceeds of the Bonds shall be used to
7 finance the costs of carrying out improvements in the Point Ruston LIDs, including,
8 without limitation, repayment of the Note, to make a deposit into the Supplemental
9 Reserve Fund, and to pay the costs of issuance of the Bonds. Until needed to pay
10 those costs, the City may invest principal proceeds temporarily in any legal
11 investment, and the investment earnings may be retained in the respective local
12 improvement district funds or accounts therein and be spent for the purposes of
13 those funds, and earnings subject to a federal tax or rebate requirement may be
14 used for those tax or rebate purposes.
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17 Proceeds of the Bonds may be used to make deposits into the Supplemental
18 Reserve Fund so long as no more than 10 percent of the proceeds of the Bonds
19 (including any proceeds from draws on the Note that are repaid with Bond
20 proceeds) are used to make deposits into the Supplemental Reserve Fund and
21 Local Improvement Guaranty Fund. Proceeds of the Bonds that are not used for
22 the purposes authorized in Section 4 shall be deposited in the Bond Fund and used
23 to redeem outstanding Bonds on the next interest payment date.
24

25 Section 16. Approval of Bond Purchase Contract; Delivery of the Bonds. It
26 is anticipated that the Underwriter will present the Bond Purchase Contract to the



1 City offering to purchase the Bonds. Pursuant to the terms of RCW 39.46.040(2),
2 the Designated Representative is authorized to serve as the designated
3 representative of the City and to accept, on behalf of the City, the Bond Purchase
4 Contract consistent with the terms of this ordinance. The Bonds will be prepared at
5 City expense and will be delivered to the Underwriter in accordance with the Bond
6 Purchase Contract, with the approving legal opinion of Bond Counsel regarding the
7 Bonds.

8 Section 17. General Authorization. The proper City officials are authorized
9 and directed to do everything necessary for the prompt delivery of the Bonds to the
10 Underwriter, including, without limitation, the execution of the Official Statement on
11 behalf of the City, and for the proper application and use of the proceeds of the sale
12 thereof.
13

14 Section 18. Official Statement. The City Council authorizes the Designated
15 Representative to approve a preliminary official statement in connection with the
16 offering of the Bonds. For the sole purpose of the Underwriter's compliance with
17 paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to
18 "deem final" such preliminary official statement as of its date, except for the
19 omission of information permitted to be omitted by Rule 15c2-12. In addition, the
20 City authorizes and approves the preparation, execution by the Designated
21 Representative and delivery to the Underwriter of a final official statement for the
22 Bonds, in the form of the preliminary official statement, with such modifications and
23 amendments thereto as shall be deemed necessary or desirable by the City.
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The City authorizes the Designated Representative to approve the distribution by the Underwriter of the preliminary official statement and the final official statement to potential purchasers and purchasers of the Bonds. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered, within seven business days from the date of the sale of the Bonds and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

Section 19. Undertaking to Provide Continuing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written Undertaking for the benefit of holders of the Bonds:

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in subsection (b) of this section (“annual financial information”);

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies;



1 (2) non-payment related defaults, if material; (3) unscheduled draws on debt service
2 reserves reflecting financial difficulties; (4) unscheduled draws on credit
3 enhancements reflecting financial difficulties; (5) substitution of credit or liquidity
4 providers, or their failure to perform; (6) adverse tax opinions, the issuance by the
5 Internal Revenue Service of proposed or final determinations of taxability, Notice of
6 Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations
7 with respect to the tax status of the Bonds; (7) modifications to rights of holders of
8 the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions
9 of Term Bonds), if material, and tender offers; (9) defeasances; (10) release,
10 substitution, or sale of property securing repayment of the Bonds, if material;
11 (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of
12 the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the
13 consummation of a merger, consolidation, or acquisition involving the City or the
14 sale of all or substantially all of the assets of the City other than in the ordinary
15 course of business, the entry into a definitive agreement to undertake such an
16 action or the termination of a definitive agreement relating to any such actions,
17 other than pursuant to its terms, if material; and (14) appointment of a successor or
18 additional trustee or the change of name of a trustee, if material.

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21 (iii) Timely notice of a failure by the City to provide required
22 annual financial information on or before the date specified in subsection (b) of this
23 section.
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(b) Type of Annual Financial Information Undertaken to be

1 Provided. The annual financial information that the City undertakes to provide in
2 subsection (a) of this section:

3 (i) Shall consist of (1) annual financial statements prepared
4 (except as noted in the financial statements) in accordance with generally accepted
5 accounting principles applicable to State local governmental units such as the City,
6 as such principles may be changed from time to time, which statements shall not be
7 audited, except, however, that if and when audited financial statements are
8 otherwise prepared and available to the City they will be provided; (2) a statement
9 of the outstanding balance of obligations secured by the Local Improvement
10 Guaranty Fund and the Supplemental Reserve Fund; (3) the balance of cash and
11 investments (based on market value) in the Local Improvement Guaranty Fund and
12 the Supplemental Reserve Fund at fiscal year end; and (4) a statement of the
13 amount of assessments that the City billed in that fiscal year, and the amount
14 collected for all LIDs secured by the Local Improvement Guaranty Fund, and
15 separately for the Point Ruston Local Improvement Districts;

16 (ii) Shall be provided not later than the last day of the
17 ninth month after the end of each fiscal year of the City (currently, a fiscal year
18 ending December 31), as such fiscal year may be changed as required or permitted
19 by State law, commencing with the City's fiscal year ending December 31, 2012;
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(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. The Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. The Undertaking evidenced by this section shall inure to the benefit of the City and any beneficial owner of Bonds, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if those provisions of Rule 15c2-12 which require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of nationally recognized bond counsel or other counsel familiar with



1 federal securities laws delivered to the City, and the City provides timely notice of
2 such termination to the MSRB.

3 (f) Remedy for Failure to Comply with Undertaking. As soon as
4 practicable after the City learns of any failure to comply with the Undertaking, the
5 City will proceed with due diligence to cause such noncompliance to be corrected.
6 No failure by the City or other obligated person to comply with the Undertaking shall
7 constitute a default in respect of the Bonds. The sole remedy of any beneficial
8 owner of a Bond shall be to take such actions as that beneficial owner deems
9 necessary, including seeking an order of specific performance from an appropriate
10 court, to compel the City or other obligated person to comply with the Undertaking.

11 (g) Designation of Official Responsible to Administer Undertaking.
12 The Director of Finance (or such other officer of the City who may in the future
13 perform the duties of that office), or his or her designee, is authorized and directed
14 in his or her discretion to take such further actions as may be necessary,
15 appropriate, or convenient to carry out the Undertaking of the City in respect of the
16 Bonds set forth in this section and in accordance with Rule 15c2-12, including,
17 without limitation, the following actions:

18 (i) Preparing and filing the annual financial information
19 undertaken to be provided;

20 (ii) Determining whether any event specified in
21 subsection (a) has occurred, assessing its materiality, where necessary, with
22 respect to the Bonds, and preparing and disseminating any required notice of its
23 occurrence;
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(iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person in accordance with Rule 15c2-12;

(iv) Selecting, engaging, and compensating designated agents and consultants, including, but not limited to financial advisors and legal counsel, to assist and advise the City in carrying out the Undertaking; and

(v) Effecting any necessary amendment of the Undertaking.

Section 20. Fixing Interest Rate on Assessments. The interest rates on the installments and delinquent payments of the special assessments in the Point Ruston LIDs are revised and fixed at the rate of a quarter of a percent plus the all-in true interest cost of the Bonds set forth in the Bond Purchase Contract.

Section 21. Amendments to the Point Ruston LID Confirmation Ordinances. Ordinance Nos. 28116, 28117, 28118, 28119, 28120, and 28121, confirming the final assessment rolls for LID Nos. 3967, 5728, 6980, 7726, 7727 and 8656, respectively, are each amended to include the following Section 3:

Pursuant to RCW 35.49.020, any assessment against property levied by this ordinance may be paid during the 30-day period allowed for the payment of assessments without penalty or interest and thereafter the sum remaining unpaid



shall be paid in twenty-eight (28) equal annual principal installments, together with interest on the outstanding balance thereof.

Section 22. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 23. Effective Date of Ordinance. This ordinance shall take effect immediately upon publication.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form and legality:

FOSTER PEPPER PLLC
Bond Counsel to the City of Tacoma

By _____



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EXHIBIT "A"

Local Improvement District No.	Created by Ordinance No.
3967	27900
7726	27989
5728	27987
8656	27991
6980	27988
7727	27990



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 City 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 ____ day of _____, 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 ____ day of _____, 2013.

City Clerk
City of Tacoma, Washington