



## ORDINANCE NO. 28329

1 AN ORDINANCE of the City of Tacoma, Washington, providing for the issuance  
2 and sale of two series of limited tax general obligation refunding bonds of  
3 the City in the aggregate principal amount of not to exceed \$36,000,000 to  
4 refund certain outstanding limited tax general obligation bonds of the City  
and to pay costs of issuing the bonds; providing the form and terms of the  
bonds; and delegating the authority to approve the final terms of the bonds.

5 WHEREAS the City of Tacoma, Washington (the "City") has outstanding its  
6 Limited Tax General Obligation Bonds, Series 2006A (the "2006A Bonds"), issued  
7 on September 28, 2006, pursuant to Ordinance No. 27516 passed by the City  
8 Council (the "Council") on August 8, 2006, and Substitute Resolution No. 36982  
9 adopted by the Council on September 19, 2006 (together, the "2006A Bond  
10 Ordinance"), and  
11

12 WHEREAS the 2006A Bond Ordinance provides that the 2006A Bonds  
13 maturing on or after December 1, 2017 (the "2006A Refunding Candidates") may  
14 be refunded prior to their stated maturities at the option of the City on any date on  
15 or after December 1, 2016, and  
16

17 WHEREAS the City has outstanding its Limited Tax General Obligation  
18 Refunding Bonds, Series 2006B (the "2006B Bonds"), issued on November 2,  
19 2006, pursuant to Ordinance No. 27516 passed by the Council on August 8, 2006,  
20 and Substitute Resolution No. 36997 adopted by the Council on October 17, 2006  
21 (together, the "2006B Bond Ordinance"), and  
22

23 WHEREAS the 2006B Bond Ordinance provides that the 2006B Bonds  
24 maturing on or after December 1, 2019 (the "2006B Refunding Candidates") may  
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1 be refunded prior to their stated maturities at the option of the City on any date on  
2 or after December 1, 2016, and

3 WHEREAS the City has outstanding its Limited Tax General Obligation  
4 Bonds, 2007 (Taxable) (the "2007 Bonds"), issued on December 21, 2007,  
5 pursuant to Ordinance No. 27635 passed by the Council on July 31, 2007, and  
6 Substitute Resolution No. 37344 adopted by the Council on December 11, 2007  
7 (together, the "2007 Bond Ordinance"), and

9 WHEREAS the 2007 Bond Ordinance provides that the 2007 Bonds  
10 maturing on or after December 1, 2018 (the "2007 Refunding Candidates," and  
11 together with the 2006A Refunding Candidates and the 2006B Refunding  
12 Candidates, the "Refunding Candidates"), may be refunded prior to their stated  
13 maturities at the option of the City on any date on or after December 1, 2017, and

15 WHEREAS, after due consideration, it appears to the Council that all or a  
16 portion of the Refunding Candidates may be defeased and refunded by the  
17 proceeds of limited tax general obligation bonds at a savings to the City and its  
18 taxpayers, and

20 WHEREAS the Council deems it in the best interest of the City to issue two  
21 series of limited tax general obligation refunding bonds in the aggregate principal  
22 amount of not to exceed \$36,000,000 (the "Bonds") to redeem and defease all or a  
23 portion of the Refunding Candidates and to pay costs of issuing the Bonds, and

25 WHEREAS the Council wishes to delegate authority to the City Finance  
26 Director, Treasurer, and Assistant Finance Director/Controller, or their designee  
(each, a "Designated Representative") for a limited time, to select the Refunding



1 Candidates to be refunded and to approve the interest rates, maturity dates,  
2 redemption terms, principal maturities and other terms for the Bonds within the  
3 parameters set by this ordinance, and

4           WHEREAS the Bonds shall be sold by negotiated sale as set forth herein;

5  
6 Now, Therefore,

7           BE IT ORDAINED BY THE CITY OF TACOMA:

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Section 1. Definitions and Interpretation of Terms.

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

“Acquired Obligations” means noncallable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government.

“Assistant Finance Director/Controller” means the duly appointed and acting Assistant Finance Director/Controller of the City or the successor to the duties of that office.

“Bond Counsel” means an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions.

“Bond Fund” means one or more Limited Tax General Obligation Bond Funds created by the City for the purpose of paying and securing the payment of each series of Bonds.

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

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

“Bond Registrar” means, initially, the fiscal agent of the state of Washington, for the purposes of registering and authenticating the Bonds, maintaining the Bond



1 Register, effecting transfer of ownership of the Bonds and paying interest on and  
2 principal of the Bonds.

3 “Bonds” mean the 2015A Bonds and the 2015B Bonds authorized to be  
4 issued pursuant to this ordinance in the aggregate principal amount of not to  
5 exceed \$36,000,000.  
6

7 “Call Date” or “Call Dates” means the dates set forth in the Escrow Deposit  
8 Agreement for the refunding of each series of the Refunded Bonds.

9 “City” means the City of Tacoma, Washington, a municipal corporation duly  
10 organized and existing under and by virtue of the laws of the State.  
11

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

14 “City Manager” means the duly appointed and acting City Manager of the  
15 City or the successor to the duties of that office.  
16

17 “Closing” means the date of delivery of a series of Bonds to the Underwriter.

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

20 “Commission” means the Securities and Exchange Commission.

21 “Council” means the Council of the City as the same shall be duly and  
22 regularly constituted from time to time.  
23

24 “Designated Representatives” mean the City Finance Director, Treasurer,  
25 and Assistant Finance Director/Controller, or his or her designee. The signature of  
26 one Designated Representative shall be sufficient to bind the City.

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



1 "Escrow Agent" means U.S. Bank National Association, Seattle,  
2 Washington.

3 "Escrow Deposit Agreement" means the Escrow Deposit Agreement(s)  
4 between the City and the Escrow Agent to be dated as of the date of Closing of a  
5 series of Bonds.  
6

7 "Federal Tax Certificate" means the certificate executed by a Designated  
8 Representative setting forth the requirements of the Code for maintaining the tax  
9 exemption of interest on the 2015A Bonds, and attachments thereto.  
10

11 "Finance Director" means the duly appointed and acting Finance Director of  
12 the City or the successor to the duties of that office.

13 "Fiscal Year" means the fiscal year used by the City at any time. At the time  
14 of the passage of this ordinance, the Fiscal Year is the 12-month period beginning  
15 January 1 of each year.

16 "Government Obligations" mean those obligations now or hereafter defined  
17 as such in chapter 39.53 RCW.  
18

19 "Letter of Representations" means the blanket issuer letter of  
20 representations from the City to DTC.

21 "Lodging Taxes" means all lodging taxes levied and received by the City,  
22 pursuant to RCW 67.28.181.  
23

24 "MSRB" means the Municipal Securities Rulemaking Board or any  
25 successor to its functions.

26 "Refunded Bonds" mean, collectively, the 2006A Refunded Bonds, the  
2006B Refunded Bonds, and the 2007 Refunded Bonds.



1 "Refunding Account" means the account(s) by that name established  
2 pursuant to Section 7 of this ordinance.

3 "Refunding Candidates" means any or all of the 2006A Refunding  
4 Candidates, the 2006B Refunding Candidates, and the 2007 Refunding  
5 Candidates.  
6

7 "Registered Owner" means the person named as the registered owner of a  
8 Bond in the Bond Register. For so long as the Bonds are held in book-entry only  
9 form, DTC or its nominee shall be deemed to be the sole Registered Owner.  
10

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

13 "State" means the state of Washington.

14 "Treasurer" means the duly appointed and acting Treasurer of the City or  
15 the successor to the duties of that office.

16 "2006A Bond Ordinance" means, collectively, the ordinance and resolution  
17 authorizing the issuance of the 2006A Bonds as described in the recitals of this  
18 ordinance.  
19

20 "2006A Bonds" mean the City of Tacoma, Washington, Limited Tax General  
21 Obligation Bonds, Series 2006A, issued on September 28, 2006, pursuant to the  
22 2006A Bond Ordinance.  
23

24 "2006A Refunded Bonds" mean all or a portion of the 2006A Refunding  
25 Candidates designated by a Designated Representative for defeasance and/or  
26 refunding pursuant to Section 7 and Section 11 of this ordinance.





1           “2006A Refunding Candidates” mean the 2006A Bonds maturing on and  
2 after December 1, 2017.

3           “2006B Bond Ordinance” means, collectively, the ordinance and resolution  
4 authorizing the issuance of the 2006B Bonds as described in the recitals of this  
5 ordinance.  
6

7           “2006B Bonds” mean the City of Tacoma, Washington, Limited Tax General  
8 Obligation Refunding Bonds, Series 2006B, issued on November 2, 2006,  
9 pursuant to the 2006B Bond Ordinance.

10           “2006B Refunded Bonds” mean all or a portion of the 2006B Refunding  
11 Candidates designated by a Designated Representative for defeasance and/or  
12 refunding pursuant to Section 7 and Section 11 of this ordinance.  
13

14           “2006B Refunding Candidates” mean the 2006B Bonds maturing on and  
15 after December 1, 2019.

16           “2007 Bond Ordinance” means, collectively, the ordinance and resolution  
17 authorizing the issuance of the 2007 Bonds as described in the recitals of this  
18 ordinance.  
19

20           “2007 Bonds” mean the City of Tacoma, Washington, Limited Tax General  
21 Obligation Bonds, 2007 (Taxable), issued on December 21, 2007, pursuant to the  
22 2007 Bond Ordinance.  
23

24           “2007 Refunded Bonds” mean all or a portion of the 2007 Refunding  
25 Candidates designated by a Designated Representative for defeasance and/or  
26 refunding pursuant to Section 7 and Section 11 of this ordinance.



1           “2007 Refunding Candidates” mean the 2007 Bonds maturing on and after  
2 December 1, 2018.

3           “2015A Bonds” mean the City of Tacoma, Washington, Limited Tax General  
4 Obligation Refunding Bonds, 2015A authorized to be issued pursuant to the terms  
5 of this ordinance.  
6

7           “2015B Bonds” mean the City of Tacoma, Washington, Limited Tax General  
8 Obligation Refunding Bonds, 2015B (Taxable) authorized to be issued pursuant to  
9 the terms of this ordinance.

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

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

12                   (1) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and  
13 any similar terms, as used in this ordinance, refer to this ordinance as a whole and  
14 not to any particular article, section, subdivision or clause hereof, and the term  
15 “hereafter” shall mean after, and the term “heretofore” shall mean before, the date  
16 of this ordinance;  
17

18                   (2) Words of the masculine gender shall mean and include  
19 correlative words of the feminine and neuter genders, and words importing the  
20 singular number shall mean and include the plural number and vice versa;  
21

22                   (3) Words importing persons shall include firms, associations,  
23 partnerships (including limited partnerships), trusts, corporations, and other legal  
24 entities, including public bodies, as well as natural persons;  
25

26                   (4) Any headings preceding the text of the several articles and  
sections of this ordinance, and any table of contents or marginal notes appended



1 to copies hereof, shall be solely for convenience of reference and shall not  
2 constitute a part of this ordinance, nor shall they affect its meaning, construction or  
3 effect; and

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

7  
8 Section 2. Authorization and Description of Bonds. For the purposes of  
9 defeasing and refunding the Refunded Bonds and paying costs of issuance of the  
10 Bonds, the City is hereby authorized to issue and sell two series of limited tax  
11 general obligation refunding bonds in the aggregate principal amount of not to  
12 exceed \$36,000,000 (the “Bonds”).

13  
14 The 2015A Bonds shall be designated as the “City of Tacoma, Washington,  
15 Limited Tax General Obligation Refunding Bonds, 2015A” with other such  
16 designation as set forth in the applicable Bond Purchase Contract and approved by  
17 a Designated Representative pursuant to this ordinance. The 2015B Bonds shall  
18 be designated as the “City of Tacoma, Washington, Limited Tax General  
19 Obligation Refunding Bonds, 2015B (Taxable)” with other such designation as set  
20 forth in the applicable Bond Purchase Contract and approved by a Designated  
21 Representative pursuant to this ordinance.  
22

23  
24 The Bonds of each series shall be dated as of their date of initial delivery,  
25 shall be fully registered as to both principal and interest, shall be in the  
26 denomination of \$5,000 each or any integral multiple thereof within a series and  
maturity, shall be numbered separately in the manner and with any additional



1 designation as the Bond Registrar deems necessary for purposes of identification  
2 and control, and shall bear interest payable on the dates set forth in the applicable  
3 Bond Purchase Contract. The Bonds shall bear interest at the rates set forth in the  
4 applicable Bond Purchase Contract; and shall mature on the dates and in the  
5 principal amounts set forth in the applicable Bond Purchase Contract and as  
6 approved by a Designated Representative pursuant to Section 11.  
7

8 Section 3. Registration, Exchange and Payments.

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

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

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



1 action taken by DTC (or any successor depository) as the Registered Owner. For  
2 so long as any Bonds are held in fully immobilized form by a depository, DTC or its  
3 successor depository shall be deemed to be the Registered Owner for all purposes  
4 hereunder, and all references herein to the Registered Owners shall mean DTC (or  
5 any successor depository) or its nominee and shall not mean the owners of any  
6 beneficial interest in such Bonds.  
7

8 (d) Use of Depository.

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

21 (2) Upon the resignation of DTC or its successor (or any substitute  
22 depository or its successor) from its functions as depository or a determination by  
23 the Finance Director to discontinue the system of book entry transfers through  
24 DTC or its successor (or any substitute depository or its successor), the Finance  
25 Director may hereafter appoint a substitute depository. Any such substitute  
26



1 depository shall be qualified under any applicable laws to provide the services  
2 proposed to be provided by it.

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

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

26 (e) Registration of Transfer of Ownership or Exchange; Change in  
Denominations. The transfer of any Bond may be registered and Bonds may be



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

20 (f) Bond Registrar's Ownership of Bonds. The Bond Registrar may become  
21 the Registered Owner of any Bond with the same rights it would have if it were not  
22 the Bond Registrar, and to the extent permitted by law, may act as depository for  
23 and permit any of its officers or directors to act as a member of, or in any other  
24 capacity with respect to, any committee formed to protect the right of the  
25 Registered Owners of Bonds.  
26





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

5  
6 (h) Place and Medium of Payment. Both principal of and interest on the  
7 Bonds shall be payable in lawful money of the United States of America. Interest  
8 on the Bonds shall be calculated on the basis of a year of 360 days and twelve  
9 30-day months. For so long as all Bonds are held by a depository, payments of  
10 principal and interest thereon shall be made as provided in accordance with the  
11 operational arrangements of DTC referred to in the Letter of Representations. In  
12 the event that the Bonds are no longer held by a depository, interest on the Bonds  
13 shall be paid by check or draft mailed to the Registered Owners at the addresses  
14 for such Registered Owners appearing on the Bond Register on the 15th day of the  
15 month preceding the interest payment date, or upon the written request of a  
16 Registered Owner of more than \$1,000,000 of Bonds (received by the Bond  
17 Registrar at least 15 days prior to the applicable payment date), such payment  
18 shall be made by the Bond Registrar by wire transfer to the account within the  
19 United States designated by the Registered Owner. Principal of the Bonds shall  
20 be payable upon presentation and surrender of such Bonds by the Registered  
21 Owners at the principal office of the Bond Registrar.  
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23  
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25 If any Bond shall be duly presented for payment and funds have not been  
26 duly provided by the City on such applicable date, then interest shall continue to



1 accrue thereafter on the unpaid principal thereof at the rate stated on such Bond  
2 until it is paid.

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

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

12 (b) Purchase of Bonds. The City hereby reserves the right at any time to  
13 purchase any of the Bonds from amounts available for such purchase.  
14

15 (c) Selection of Bonds for Redemption. For as long as the Bonds are held  
16 in book-entry only form, the selection of particular Bonds within a series and  
17 maturity to be redeemed shall be made in accordance with the operational  
18 arrangements then in effect at DTC. If the Bonds are no longer held in  
19 uncertificated form, the selection of such Bonds to be redeemed and the surrender  
20 and reissuance thereof, as applicable, shall be made as provided in the following  
21 provisions of this subsection (c). If the City redeems at any one time fewer than all  
22 of the Bonds having the same series and maturity date, the particular Bonds or  
23 portions of Bonds of such series and maturity to be redeemed shall be selected by  
24 lot (or in such manner determined by the Bond Registrar) in increments of \$5,000.  
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26

In the case of a Bond of a denomination greater than \$5,000, the City and the



1 Bond Registrar shall treat each Bond as representing such number of separate  
2 Bonds each of the denomination of \$5,000 as is obtained by dividing the actual  
3 principal amount of Bonds by \$5,000. In the event that only a portion of the  
4 principal sum of a Bond is redeemed, upon surrender of such Bond at the principal  
5 office of the Bond Registrar there shall be issued to the Registered Owner, without  
6 charge therefor, for the then unredeemed balance of the principal sum thereof, at  
7 the option of the Registered Owner, a Bond or Bonds of like maturity and interest  
8 rate in any of the denominations herein authorized.  
9

10 (d) Notice of Redemption.

11 (1) Official Notice. For so long as the Bonds are held in  
12 uncertificated form, notice of redemption (which notice may be conditional) shall be  
13 given in accordance with the operational arrangements of DTC as then in effect,  
14 and neither the City nor the Bond Registrar will provide any notice of redemption to  
15 any Beneficial Owners. Thereafter (if the Bonds are no longer held in  
16 uncertificated form), notice of redemption shall be given in the manner hereinafter  
17 provided. Unless waived by any owner of Bonds to be redeemed, official notice of  
18 any such redemption (which redemption may be conditioned by the Bond Registrar  
19 on the receipt of sufficient funds for redemption or otherwise) shall be given by the  
20 Bond Registrar on behalf of the City by mailing a copy of an official redemption  
21 notice by first-class mail at least 20 days and not more than 60 days prior to the  
22 date fixed for redemption to the Registered Owner of the Bond or Bonds to be  
23 redeemed at the address shown on the Bond Register or at such other address as  
24 is furnished in writing by such Registered Owner to the Bond Registrar.  
25  
26



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

2 (A) the redemption date,

3 (B) the redemption price,

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

7 (D) that unless conditional notice of redemption has been  
8 given and such conditions have not been satisfied or waived or such notice has  
9 been rescinded, on the redemption date the redemption price will become due and  
10 payable upon each such Bond or portion thereof called for redemption, and if the  
11 Bond Registrar then holds sufficient funds to pay such Bonds at the redemption  
12 price, interest thereon shall cease to accrue from and after said date,

13 (E) any conditions to redemption, and

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

17  
18 On or prior to any redemption date, unless any condition to such redemption  
19 has not been satisfied or waived or notice of such redemption has been rescinded,  
20 the City shall deposit with the Bond Registrar an amount of money sufficient to pay  
21 the redemption price of all the Bonds or portions of Bonds which are to be  
22 redeemed on that date. The City retains the right to rescind any redemption notice  
23 and the related optional redemption of Bonds by giving notice of rescission to the  
24 affected registered owners at any time on or prior to the scheduled redemption  
25  
26



1 date. Any notice of optional redemption that is so rescinded shall be of no effect,  
2 and the Bonds for which the notice of optional redemption has been rescinded  
3 shall remain outstanding.

4 (2) Effect of Notice; Bonds Due. If notice of redemption has been  
5 given and not rescinded, or if the conditions set forth in a conditional notice of  
6 redemption have been satisfied or waived, the Bonds or portions of Bonds to be  
7 redeemed shall, on the redemption date, become due and payable at the  
8 redemption price therein specified, and, if the Bond Registrar then holds sufficient  
9 funds to pay such Bonds at the redemption price, then from and after such date  
10 such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of  
11 such Bonds for redemption in accordance with said notice, such Bonds shall be  
12 paid by the Bond Registrar at the redemption price. Installments of interest due on  
13 or prior to the redemption date shall be payable as herein provided for payment of  
14 interest. All Bonds which have been redeemed shall be canceled by the Bond  
15 Registrar and shall not be reissued.

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

8 (4) Amendment of Notice Provisions. The foregoing notice  
9 provisions of this Section 4, including, but not limited to, the information to be  
10 included in redemption notices and the persons designated to receive notices, may  
11 be amended by additions, deletions and changes in order to maintain compliance  
12 with duly promulgated regulations and recommendations regarding notices of  
13 redemption of municipal securities.  
14

15 Section 5. Form of Bonds and Certificate of Authentication. The Bonds  
16 shall be in substantially the following form with appropriate or necessary insertions,  
17 depending upon the omissions and variations as permitted or required hereby:  
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UNITED STATES OF AMERICA

No. \_\_\_\_\_ \$ \_\_\_\_\_

STATE OF WASHINGTON  
CITY OF TACOMA  
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, [\_\_\_\_][TAXABLE]

INTEREST RATE: %                      MATURITY DATE:                      CUSIP NO.:  
REGISTERED OWNER: CEDE & CO.  
PRINCIPAL AMOUNT:

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

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, amount, rate of interest, date of maturity and rights of redemption, in the aggregate principal amount of \$\_\_\_\_\_, and is issued pursuant to Ordinance No. \_\_\_\_\_ passed by the Council on \_\_\_\_\_, 2015 (the "Bond Ordinance") to provide the funds necessary to defease and refund certain outstanding limited tax general obligation bonds of the City and to pay costs of issuance of the bonds. Capitalized terms used in this bond and not otherwise defined shall have the meanings given them in the Bond Ordinance. Simultaneously with the issuance of this bond, the City is issuing its \_\_\_\_\_ pursuant to the terms of the Bond Ordinance.

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

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all



1 the property subject to taxation in amounts sufficient, together with other money  
 2 legally available therefor, to pay the principal of and interest on this bond as the  
 3 same shall become due. [Lodging Taxes are also pledged to the payment of the  
 4 bonds of this issue.] The full faith, credit and resources of the City are hereby  
 irrevocably pledged for the annual levy and collection of such taxes and the prompt  
 payment of such principal and interest.

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

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

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

15 IN WITNESS WHEREOF, the City of Tacoma, Washington, has caused this  
 16 bond to be signed with the manual or facsimile signature of the Mayor and attested  
 17 by the manual or facsimile signature of the City Clerk, and the seal of the City to be  
 18 impressed or a facsimile thereof to be imprinted hereon, as of this \_\_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_\_.

19 [SEAL]

20 CITY OF TACOMA, WASHINGTON

21 By \_\_\_\_\_  
 22 Mayor

23 ATTEST:

24 \_\_\_\_\_  
 25 /s/ manual or facsimile  
 26 City Clerk





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

3 CERTIFICATE OF AUTHENTICATION

4 This bond is one of the bonds described in the within-mentioned Bond Ordinance  
5 and is one of the Limited Tax General Obligation Refunding Bonds,  
6 20[\_\_\_][Taxable], of the City of Tacoma, Washington, dated \_\_\_\_\_, 20\_\_.

7 WASHINGTON STATE FISCAL AGENT, as  
8 Bond Registrar

9 By \_\_\_\_\_

10 Section 6. Execution of Bonds. The Bonds shall be executed on behalf of  
11 the City with the manual or facsimile signatures of the Mayor and City Clerk of the  
12 City and the seal of the City shall be impressed, imprinted, or otherwise  
13 reproduced thereon.  
14

15 Only such Bonds as shall bear thereon a Certificate of Authentication in the  
16 form provided herein, manually executed by the Bond Registrar, shall be valid or  
17 obligatory for any purpose or entitled to the benefits of this ordinance. Such  
18 Certificate of Authentication shall be conclusive evidence that the Bonds so  
19 authenticated have been duly executed, authenticated, and delivered hereunder  
20 and are entitled to the benefits of this ordinance.  
21

22 In case either of the officers who shall have executed the Bonds shall cease  
23 to be an officer or officers of the City before the Bonds so signed shall have been  
24 authenticated or delivered by the Bond Registrar, or issued by the City, such  
25 Bonds may nevertheless be authenticated, delivered, and issued and upon such  
26 authentication, delivery, and issuance, shall be as binding upon the City as though



1 those who signed the same had continued to be such officers of the City. Any  
2 Bond may be signed and attested on behalf of the City by such persons who at the  
3 date of the actual execution of such Bond, are the proper officers of the City,  
4 although at the original date of such Bond any such person shall not have been  
5 such officer of the City.  
6

7 Section 7. Application of Bond Proceeds; Refunding Plan.

8 (a) Application of Bond Proceeds. Proceeds of each series of Bonds shall  
9 be applied as provided in this Section 7.  
10

11 (b) Refunding Plan. For the purpose of realizing a debt service savings and  
12 benefiting the taxpayers of the City, the City proposes to defease and/or refund  
13 each series of the Refunded Bonds as set forth herein. If a Designated  
14 Representative determines that it is in the best interest of the City to proceed with  
15 the refunding authorized herein, a Designated Representative shall designate all or  
16 a portion of each series of the Refunding Candidates as Refunded Bonds and such  
17 designation shall be set forth in the applicable Bond Purchase Contract.  
18

19 Proceeds of the Bonds, net of the Underwriter's discount and any related  
20 fees, shall be deposited with the Escrow Agent pursuant to the Escrow Deposit  
21 Agreement to be used immediately upon receipt thereof to defease the Refunded  
22 Bonds as authorized by the applicable bond ordinance authorizing the issuance of  
23 such Refunded Bonds and to pay costs of issuance of the Bonds. The net  
24 proceeds deposited with the Escrow Agent shall be used to defease the Refunded  
25 Bonds and discharge the obligations thereon by (i) the purchase of certain  
26 Acquired Obligations bearing such interest and maturing as to principal and



1 interest in such amounts and at such times, together with any necessary beginning  
2 cash balance, or (ii) the deposit of cash only, which will provide for the payment of:

3 (1) interest on each series of Refunded Bonds as such becomes due  
4 on and prior to the applicable Call Date; and

5 (2) the redemption price (100 percent of the principal amount) of  
6 each series of Refunded Bonds on the applicable Call Date.

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

11  
12 Cash or a beginning cash balance, if any, and the Acquired Obligations, if  
13 any, shall be deposited irrevocably with the Escrow Agent in an amount sufficient  
14 to defease the Refunded Bonds. In order to carry out the purposes of this  
15 Section 7, the Finance Director is authorized and directed to execute and deliver to  
16 the Escrow Agent one or more Escrow Deposit Agreements.

17  
18 The City hereby sets aside sufficient funds out of the purchase of Acquired  
19 Obligations from proceeds of the Bonds to make the payments described above.

20 The City hereby calls the Refunded Bonds for redemption on their  
21 respective Call Dates in accordance with the provisions of the bond ordinance  
22 authorizing the redemption and retirement of the applicable 2006A Bonds,  
23 2006B Bonds, and 2007 Bonds prior to their fixed maturities.

24  
25 Said defeasance and call for redemption of the Refunded Bonds shall be  
26 irrevocable after the issuance of the Bonds and delivery of the Acquired  
Obligations to the Escrow Agent.



1           The Escrow Agent is hereby authorized and directed to provide for the  
2 giving of notices of the defeasance and/or redemption of the Refunded Bonds.

3 The costs of publication of such notices shall be an expense of the City.

4           The Escrow Agent is hereby authorized and directed to pay to the Finance  
5 Director, or, at the direction of the Finance Director, to the paying agent/registrar  
6 for the Refunded Bonds, sums sufficient to pay, when due, the payments specified  
7 in this Section 7. All such sums shall be paid from the moneys and Acquired  
8 Obligations deposited with the Escrow Agent, and the income therefrom and  
9 proceeds thereof. All such sums so paid to or to the order of the Finance Director  
10 shall be credited to the Refunding Account(s) hereby authorized to be created by  
11 the City. All moneys and Acquired Obligations deposited with the Escrow Agent  
12 and any income therefrom shall be held, invested (but only at the direction of the  
13 Finance Director), and applied in accordance with the provisions of this ordinance,  
14 the Escrow Deposit Agreement(s), and with the laws of the State for the benefit of  
15 the City and owners of the Refunded Bonds.

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

19           Section 8. Bond Fund and Provision for Tax Levy Payments. The City  
20 hereby authorizes the creation of one or more funds, and accounts held therein, to  
21 be used for the payment of debt service on each series of Bonds, designated as  
22 the "Limited Tax General Obligation Bond Debt Service Fund" or other such  
23 designation selected by the City (the "Bond Fund"). No later than the date each  
24  
25  
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1 payment of principal of or interest on the Bonds becomes due, the City shall  
2 transmit sufficient funds, from the Bond Fund or from other legally available  
3 sources, to the Bond Registrar for the payment of such principal or interest.  
4 Money in the Bond Fund may be invested in legal investments for City funds.  
5

6           The City hereby irrevocably covenants and agrees for as long as any of the  
7 Bonds are outstanding and unpaid that each year it will include in its budget and  
8 levy an ad valorem tax upon all the property within the City subject to taxation in an  
9 amount that will be sufficient, together with all other revenues and money of the  
10 City legally available for such purposes, to pay the principal of and interest on the  
11 Bonds when due.  
12

13           The City hereby irrevocably pledges that the annual tax provided for herein  
14 to be levied for the payment of such principal and interest shall be within and as a  
15 part of the tax levy permitted to cities without a vote of the people, and that a  
16 sufficient portion of each annual levy to be levied and collected by the City prior to  
17 the full payment of the principal of and interest on the Bonds will be and is hereby  
18 irrevocably set aside, pledged and appropriated for the payment of the principal of  
19 and interest on the Bonds. Lodging Taxes are also pledged to payment of  
20 principal of and interest on the 2015A Bonds and the City covenants to levy the  
21 Lodging Taxes at the maximum rate permitted by law so long as the 2015A Bonds  
22 remain outstanding. The full faith, credit, and resources of the City are hereby  
23 irrevocably pledged for the annual levy and collection of said taxes and for the  
24 prompt payment of the principal of and interest on the Bonds when due.  
25  
26



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

17  
18           The City shall give written notice of defeasance to the Registered Owner(s)  
19 of the Bonds and to each party entitled to receive notice in accordance with  
20 Section 13.

21           Section 10. Tax Covenants. The City shall comply with the provisions of  
22 this section unless, in the written opinion of Bond Counsel to the City, such  
23 compliance is not required to maintain the exemption of the interest on the 2015A  
24 Bonds from federal income taxation.  
25

26           The City hereby covenants that it will not make any use of the proceeds of  
sale of any 2015A Bonds or any other funds of the City which may be deemed to



1 be proceeds of such 2015A Bonds pursuant to Section 148 of the Code and the  
2 applicable regulations thereunder that will cause the 2015A Bonds to be “arbitrage  
3 bonds” within the meaning of such Section and regulations. The City will comply  
4 with the requirements of Federal Tax Certificate and Section 148 of the Code (or  
5 any successor provision thereof applicable to the 2015A Bonds) and the applicable  
6 regulations thereunder throughout the term of the 2015A Bonds.  
7

8 The City further covenants that it will not take any action or permit any  
9 action to be taken that would cause the 2015A Bonds to constitute “private activity  
10 bonds” under Section 141 of the Code.  
11

12 Section 11. Sale of Bonds.

13 (a) Bond Sale. The Bonds of each series shall be sold by negotiated sale  
14 to the Underwriter pursuant to the terms of this ordinance and one or more Bond  
15 Purchase Contracts. Market conditions are fluctuating and, as a result, the most  
16 favorable market conditions may occur on a day other than a regular meeting date  
17 of the Council. The Council has determined that it would be in the best interest of  
18 the City to delegate to the Designated Representatives for a limited time the  
19 authority to approve the selection of Refunded Bonds (if any), and approve the  
20 final interest rates, aggregate principal amounts, principal amounts of each  
21 maturity, and redemption rights for each series of Bonds.  
22  
23

24 Subject to the terms and conditions set forth in this Section 11, each  
25 Designated Representative is hereby authorized to enter into one or more Bond  
26 Purchase Contracts with the Underwriter to issue and sell the Bonds of each series  
upon his or her approval of the final interest rates, maturity dates, aggregate



1 principal amounts, principal maturities, and redemption rights set forth therein for  
2 the Bonds in accordance with the authority granted by this section so long as:

3 (1) the aggregate principal amount of the Bonds does not exceed  
4 \$36,000,000;

5 (2) the final maturity date for the Bonds is no later than December 1,  
6 2036;

7 (3) the Bonds are sold (in the aggregate) at a price not less than  
8 97.00 percent and not greater than 130.00 percent;

9 (4) the true interest cost for the Bonds (in the aggregate) does not  
10 exceed 4.00 percent;

11 (5) the Bonds are sold for a price that results in net present value  
12 debt service savings over the Refunded Bonds; and

13 (6) the Bonds conform to all other terms of this ordinance.

14 Subject to the terms and conditions set forth in this section, each  
15 Designated Representative is hereby authorized to execute from time to time the  
16 Bond Purchase Contracts. The signature of one Designated Representative shall  
17 be sufficient to bind the City.

18 Following the execution of a Bond Purchase Contract, a Designated  
19 Representative shall provide a report to the City Council describing the final terms  
20 of the Bonds approved pursuant to the authority delegated in this section. The  
21 authority granted to the Designated Representatives by this Section 11 shall expire  
22 180 days after the effective date of this ordinance. If a Bond Purchase Contract for  
23 the Bonds has not been executed within 180 days after the effective date of this





1 ordinance, the authorization for the issuance of the Bonds shall be rescinded and  
2 the Bonds shall not be issued nor their sale approved unless such Bonds shall  
3 have been reauthorized by ordinance of the City Council. The ordinance  
4 reauthorizing the issuance and sale of such Bonds may be in the form of a new  
5 ordinance repealing this ordinance in whole or in part or may be in the form of an  
6 amendatory ordinance approving a bond purchase contract or establishing terms  
7 and conditions for the authority delegated under this Section 11.

9 (b) Delivery of Bonds; Documentation. Following the passage and approval  
10 of this ordinance and upon execution of a Bond Purchase Contract, the proper  
11 officials of the City, including the Finance Director, Treasurer, Assistant Finance  
12 Director/Controller, and City Manager, are authorized and directed to undertake all  
13 action necessary for the prompt execution and delivery of the Bonds to the  
14 Underwriter and further to execute all closing certificates and documents required  
15 to effect the closing and delivery of the Bonds in accordance with the terms of this  
16 ordinance and the Bond Purchase Contract.

19 Section 12. Approval of Official Statement. The Finance Director is hereby  
20 authorized to deem final the preliminary Official Statement relating to the Bonds for  
21 the purposes of the Rule. The Finance Director is further authorized to approve for  
22 purposes of the Rule, on behalf of the City, the final Official Statement relating to  
23 the issuance and sale of the Bonds and the distribution of the final Official  
24 Statement pursuant thereto with such changes, if any, as may be deemed by him  
25 or her to be appropriate.



1 Section 13. Ongoing Disclosure.

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

5 (b) Financial Statements/Operating Data. The City agrees to provide or  
6 cause to be provided to the MSRB the following annual financial information and  
7 operating data for the prior fiscal year (commencing in 2016 for the fiscal year  
8 ended December 31, 2015):

9  
10 (1) Annual financial statements, which statements may or may not  
11 be audited, showing ending fund balances for the City's general fund prepared in  
12 accordance with the Budgeting Accounting and Reporting System prescribed by  
13 the Washington State Auditor pursuant to RCW 43.09.200 (or any successor  
14 statute);

- 15  
16 (2) The assessed valuation of taxable property in the City;  
17  
18 (3) Ad valorem taxes due and percentage of taxes collected;  
19  
20 (4) Property tax levy rate per \$1,000 of assessed valuation;  
21  
22 (5) For the 2015A Bonds, Lodging Tax rates and collections; and  
23  
24 (6) Outstanding general obligation debt of the City.

25 Items (2)-(6) shall be required only to the extent that such information is not  
26 included in the annual financial statements.

The information and data described above shall be provided on or before  
the last day of the ninth month after the end of the City's fiscal year. The City's  
current fiscal year ends December 31. The City may adjust such fiscal year by



1 providing written notice of the change of fiscal year to the MSRB. In lieu of  
2 providing such annual financial information and operating data, the City may  
3 cross-reference to other documents available to the public on the MSRB's internet  
4 website or filed with the Commission.

5  
6 If not provided as part of the annual financial information discussed above,  
7 the City shall provide the City's audited annual financial statement prepared in  
8 accordance with Generally Accepted Accounting Principles prescribed by the  
9 Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute)  
10 when and if available to the MSRB.

11  
12 (c) Listed Events. The City agrees to provide or cause to be provided to  
13 the MSRB, in a timely manner not in excess of 10 business days after the  
14 occurrence of the event, notice of the occurrence of any of the following events  
15 with respect to the Bonds:

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

- Modifications to the rights of Bondholders, if material;
- Optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34 23856, if material, and tender offers;
- Defeasances;
- Release, substitution, or sale of property securing repayment of the Bonds, if material;
- Rating changes;
- Bankruptcy, insolvency, receivership or similar event of the City;
- The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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



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

3 (e) Notification Upon Failure to Provide Financial Data. The City agrees to  
4 provide or cause to be provided to the MSRB notice of its failure to timely provide  
5 the annual financial information described in subsection (b) above.  
6

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

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



1 basis of the new accounting principles and those prepared on the basis of the  
2 former accounting principles.

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

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

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

22 Section 15. Severability; Ratification. If any one or more of the covenants  
23 or agreements provided in this ordinance to be performed on the part of the City  
24 shall be declared by any court of competent jurisdiction to be contrary to law,  
25 then such covenant or covenants, agreement or agreements, shall be null and  
26 void and shall be deemed separable from the remaining covenants and



1 agreements of this ordinance and shall in no way affect the validity of the other  
2 provisions of this ordinance or of the Bonds. All acts taken pursuant to the  
3 authority granted in this ordinance but prior to its effective date are hereby ratified  
4 and confirmed.

5  
6 Section 16. Effective Date. This ordinance shall take effect and be in  
7 force 10 days after its passage, approval and publication as required by law.

8  
9 Passed: \_\_\_\_\_

10  
11 \_\_\_\_\_  
12 Mayor

13 Attest:  
14 \_\_\_\_\_  
15 City Clerk

16 Approved as to form and legality:  
17 Pacifica Law Group LLP  
18 Bond Counsel to the City of Tacoma

19 By \_\_\_\_\_  
20  
21  
22  
23  
24  
25  
26



## CLERK'S CERTIFICATE

1 I, the undersigned, the duly chosen, qualified City Clerk of the City of  
2 Tacoma, Washington, and keeper of the records of the Council (herein called the  
3 "Council"), DO HEREBY CERTIFY:  
4

5 1. That the attached Ordinance No. \_\_\_\_ (herein called the  
6 "Ordinance") is a true and correct copy of an Ordinance of the Council, as finally  
7 passed at a regular meeting of the Council held on the \_\_\_\_ day of \_\_\_\_\_,  
8 2015, and duly recorded in my office.

9 2. That said meeting was duly convened and held in all respects in  
10 accordance with law, and to the extent required by law, due and proper notice of  
11 such meeting was given; that a legal quorum was present throughout the meeting  
12 and a legally sufficient number of members of the Council voted in the proper  
13 manner for the passage of said Ordinance; that all other requirements and  
14 proceedings incident to the proper adoption of said Ordinance have been duly  
15 fulfilled, carried out and otherwise observed, and that I am authorized to execute  
16 this certificate.  
17  
18

19 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
20 official seal of the City as of this \_\_\_\_ day of \_\_\_\_\_, 2015.  
21  
22

23 \_\_\_\_\_  
24 City Clerk  
25 City of Tacoma, Washington  
26