

ORDINANCE NO. 4122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF TAX ANTICIPATION NOTES OF THE CITY; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SALE OF SUCH NOTES; FIXING THE DATE, FORM, INTEREST RATE, TERMS, MATURITY AND COVENANTS OF SUCH NOTES; AND CONFIRMING THE SALE OF SUCH NOTES.

WHEREAS, the City of Bellevue, Washington (the "City") finds that expenditures from the City's 1989 Park Bonds Account of the Interest and Debt Redemption Special Levy Fund in fiscal year 1990 must be made prior to the receipt of taxes necessary to make such expenditures; and

WHEREAS, Chapter 39.50 RCW provides that short-term obligations, maturing within six months from the end of the fiscal year in which they are issued, may be authorized to pay the City's expenses of operation in anticipation of the receipt of taxes; and

WHEREAS, the City has requested offers from qualified underwriters to purchase short-term obligations of the City in the form of tax anticipation notes in an aggregate principal amount of \$1,125,000 (the "Notes"), which offers the City has reviewed; and

WHEREAS, it is deemed necessary and advisable that the City now provide for the issuance of the Notes and their sale to the underwriter whose offer provides the lowest interest cost to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELLEVUE DOES ORDAIN AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

"City" means the City of Bellevue, Washington, a municipal corporation, duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

"Council" means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

"Notes" means the interest bearing tax anticipation notes in the principal amount of \$1,125,000 to be issued pursuant to this ordinance to provide short-term financing for the City.

"Treasurer" means the Treasury Manager of the City, or any successor to the functions and duties of such Treasury Manager.

"Underwriter" means the initial purchaser of the Notes identified in the offer to purchase attached hereto as Exhibit A.

"Washington State Fiscal Agency" means Seattle-First National Bank, Seattle, Washington, and the Bank of New York, New York, or any fiscal agent of the State of Washington that may hereafter be designated as successor to such banks.

Section 2. Issuance of Notes. In anticipation of the receipt of excess property taxes previously levied by the City, the City shall, for the purpose of funding a temporary deficit in its 1989 Park Bonds Account of the City, issue short-term obligations in the principal amount of \$1,125,000. Said short-term obligations shall be designated as the "City of Bellevue, Washington, Tax Anticipation Notes, 1990," shall be dated as of the date of delivery to the initial purchaser thereof, shall be fully negotiable and shall be issued in bearer form. The Notes shall be numbered from 1 upwards consecutively and shall be in denominations of multiples of \$5,000. The Notes shall mature on January 2, 1991, and shall bear interest from the date of their issuance payable at their maturity at the rate specified in the offer of the Underwriter attached hereto as Exhibit A and incorporated herein by reference. Interest on the Notes shall be calculated on the basis of a 360-day year with twelve 30-day months.

Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of the Washington State Fiscal Agency, in Seattle, Washington, and New York, New York, and shall be general obligations of the City to the extent provided herein.

Section 3. Notes a General Obligation. The City covenants and agrees for as long as the Notes are outstanding and unpaid it will include in its budget and levy an ad valorem tax upon all the property within the City subject to taxation in an amount which, together with other moneys and revenues of the City legally available for such purposes, if any, will be sufficient to pay the principal of and interest on the Notes as the same shall become due.

The City hereby irrevocably pledges that a sufficient portion of such receipts and other revenues to be collected by the City prior to the full payment of the principal of and interest on the Notes will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Notes as aforesaid. The full faith, credit and resources of the City are hereby pledged for the prompt payment of the principal of and interest on the Notes as the same shall become due.

Section 4. No Redemption Prior to Maturity. The Notes are not subject to redemption in advance of their scheduled maturity.

Section 5. Application of the Proceeds of Sale of the Notes. Immediately upon receipt of the proceeds of sale of the Notes, the proceeds shall be deposited by the Treasurer in the 1989 Park Bond Account in the Interest and Debt Redemption Special Levy Fund of the City.

Money in the City's 1989 Park Bond Account may be invested in any legal investment for funds of the City and interest earnings thereon shall be deposited in said fund or as otherwise directed by the City.

Section 6. Form of the Notes. The Notes shall be in substantially the following form:

UNITED STATES OF AMERICA

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

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

STATE OF WASHINGTON

CITY OF BELLEVUE

TAX ANTICIPATION NOTE, 1990

The City of Bellevue, Washington (the "City"), a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Washington, hereby acknowledges itself to owe and for value received promises to pay to bearer on January 2, 1991, the principal amount of

\_\_\_\_\_ THOUSAND DOLLARS

together with interest hereon from the date hereof at the rate of 5.70% per annum payable on January 2, 1991.

Interest on this note shall be calculated on the basis of a 30-day month and a 360-day year.

Both the principal of and interest on this note are payable in lawful money of the United States of America at the office of either fiscal agency of the State of Washington, in Seattle, Washington and New York, New York.

This note is not subject to redemption by the City prior to its scheduled maturity.

This note is one of an issue of tax anticipation notes of the City of like tenor except as to denomination and number in the aggregate principal amount of \$1,125,000 and is issued pursuant to Ordinance No. 4122 adopted on February 20, 1990 (the "Note Ordinance"), for the purpose of paying certain expenses in anticipation of the receipt of taxes, all in conformity with the Constitution and laws of the State of Washington.

This Note shall not become valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Fiscal Agency of the State of Washington.

The City hereby irrevocably covenants that it will set aside, pledge and appropriate, from tax receipts and from other legally available revenue received by the City, amounts which, together with other moneys of the City legally available therefor, will be sufficient to pay the principal of and interest on this note and the notes of this issue as the same shall become due.

The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

It is hereby certified and declared that this note is issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and the Charter and ordinances of the City, and that all acts, conditions and things required to have happened, been done and performed precedent to and in the issuance hereof have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Bellevue, Washington, has caused this note to be signed with the facsimile signature of the

Mayor to be attested by the facsimile signature of the Clerk of the City and the corporate seal of the City to be imprinted hereon, as of this 28th day of February, 1990.

CITY OF BELLEVUE, WASHINGTON

By Terry Tubena  
Mayor

[SEAL]

ATTEST:

Marc J. O'Connell  
City Clerk

Section 7. Execution of the Notes. The Notes shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City impressed or imprinted thereon.

Section 8. Lost, Destroyed or Mutilated Notes. In the event any Note is lost, destroyed, or mutilated, the City will cause to be issued a new Note, substantially similar to the original, to replace the same, in such manner and upon such reasonable terms and conditions as the Treasurer may determine, in accordance with the provisions of Chapter 39.72 RCW, as amended and then in effect.

Section 9. Sale of the Notes. The Notes shall be sold to the Underwriter in accordance with the terms contained in its offer attached hereto as Exhibit A, and such offer is hereby accepted and approved. The Treasurer is authorized to review and to approve, on behalf of the City, the Official Statement (and any Preliminary Official Statement) relating to the issuance and sale of the Notes with such changes, if any, as may be deemed by him to be appropriate.

Section 10. Authorization of Temporary Note. Until the definitive Notes are prepared, the City may, if deemed necessary by the Treasurer, utilize a temporary Note which shall be typewritten, and which shall be delivered to the purchaser or purchasers of the Notes in lieu of definitive Notes, but subject to the same provisions, limitations and conditions as the definitive Notes. The temporary Note shall be in the denomination of

\$1,125,000, shall be numbered T-1, shall be substantially of the tenor of such definitive Notes, but with such omissions, insertions and variations as may be appropriate to temporary notes, and shall be signed by the Mayor and City Clerk.

Upon surrender to the City of the temporary Note, the City, without charge to the holder, shall execute and deliver to the holder of the temporary Note, in exchange therefor, definitive Notes of the same maturity, interest rate, redemption provisions and aggregate principal amount as the temporary Note, if any, surrendered. Until so exchanged, the temporary Note shall be in all respects entitled to the same benefit and security as definitive Notes executed and issued pursuant to this ordinance.

Section 11. Authorization to Officials and Agents. The appropriate City officials, agents and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Notes, and for the proper use and application of the proceeds of the sale thereof as provided in this ordinance.

Section 12. Tax Covenants. The City covenants and agrees with the owners of the Notes that it will not take or permit to be taken on its behalf any action which would adversely affect the exemption from federal income taxation of the interest on the Notes and will take or require to be taken acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Notes. Without limiting the foregoing, the City covenants that it will not issue an amount of Notes or take any action or fail to take any action with respect to the investment of the proceeds of the Notes or any other funds which would cause the Notes to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

Section 13. Ordinance A Contract. The provisions of the Notes and this ordinance, respectively, constitute contracts between the City and the holder or holders of the Notes, and such provisions may be enforced by the holder or holders in a court of competent jurisdiction in the State of Washington by mandamus or other appropriate remedy.

Section 14. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be separable from the remaining covenants and agreements in this

ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Notes.

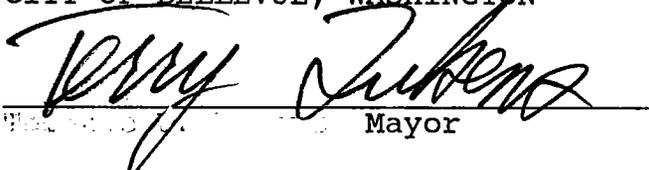
Section 15. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date is hereby ratified and confirmed.

Section 16. Effective Date. This ordinance shall be effective five days after its passage and legal publication.

PASSED by the Council of the City of Bellevue, at a regular meeting thereof held this 20th day of February, 1990.

CITY OF BELLEVUE, WASHINGTON

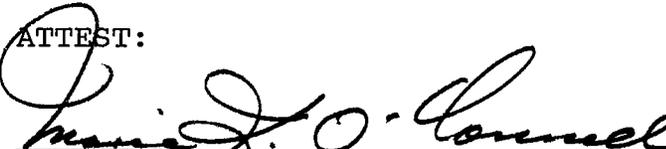
(Seal)

  
\_\_\_\_\_  
Mayor

Approved as to Form:

  
\_\_\_\_\_  
Richard Gidley  
Deputy City Attorney

ATTEST:

  
\_\_\_\_\_  
Marie K. O'Connell, City Clerk

Published: February 22, 1990