



RESOLUTION NO. U-11103

1 A RESOLUTION related to the purchase of materials, supplies, equipment
2 and the furnishing of services; authorizing the City officials to enter into
3 contracts and, where specified, waive competitive bidding requirements,
4 authorize sale of surplus property, or increase or extend existing
agreements.

5 WHEREAS the City of Tacoma, Department of Public Utilities, requested
6 bids/proposals for the purchase of certain materials, supplies, equipment and/or
7 the furnishing of certain services, or proposes to purchase off an agreement
8 previously competitively bid and entered into by another governmental entity, or
9 for the sales of surplus, or desires to increase and/or extend an existing
10 agreement, all as explained by the attached Exhibit "A," which by this reference
11 is incorporated herein, and
12

13 WHEREAS in response thereto, bids/proposals (or prices from another
14 governmental agreement) were received, all as evidenced by Exhibit "A," and
15

16 WHEREAS the Board of Contracts and Awards and/or the requesting
17 division have heretofore made their recommendations, which may include
18 waiver of the formal competitive bid process because it was not practicable to
19 follow said process, or because the purchase is from a single source, or there is
20 an emergency that requires such waiver, and/or waiver of minor deviations, and
21 in the case of sale of surplus, a declaration of surplus has been made certifying
22 that said items are no longer essential for continued effective utility service, as
23 explained in Exhibit "A," and
24
25
26



1 WHEREAS the Director requests authorization, pursuant to
2 TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve
3 term extensions and renewals for all items contained in Exhibit "A;" Now,
4 therefore,

5 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

6 That the Public Utility Board of the City of Tacoma hereby concurs and
7 approves the recommendations of the Board of Contracts and Awards and/or
8 the requesting division, and approves, as appropriate: (1) the purchase and/or
9 furnishing of those materials, supplies, equipment or services recommended for
10 acceptance; (2) the sale of surplus materials, supplies or equipment
11 recommended for acceptance; (3) the Interlocal agreement that authorizes
12 purchase off another governmental entity's contract; (4) the increase and/or
13 extension of an existing agreement, and said matters may include waiver of the
14 formal competitive bid process and/or waiver of minor deviations, all as set forth
15 on Exhibit "A," and authorizes the execution, delivery and implementation of
16 appropriate notices, contracts and documents by the proper officers of the City
17 for said transactions, and (5) the administrative authority of the Director, per
18 TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve
19 term extensions and contract renewals for all items in Exhibit "A."

22 Approved as to form:

23 
24 Chief Deputy City Attorney

Chair

Secretary

25 _____
26 Clerk

Adopted _____



City of Tacoma

Contract and Award Letter
Resolution No.:

TO: Board of Contracts and Awards
FROM: Andrew Cherullo, Director, Finance Department
COPY: Patsy Best, Procurement and Payables Division Manager, Finance Department
Public Utility Board, Director of Utilities, Board Clerk, City Council, City Manager,
City Clerk, SBE Coordinator, LEAP Coordinator, and Jessica Tonka, Finance
Department.
SUBJECT: Citywide – Tires, Tubes and Services
NASPO ValuePoint Request for Proposals Specification No. RFP1118005083,
NASPO ValuePoint Contract No. 19102 – Utility Board October 9, 2019 and City
Council October 15, 2019
DATE: September 5, 2019

RECOMMENDATION SUMMARY:

The Finance Department recommends a contract award to Bridgestone Americas Tire Operations, LLC, Nashville, TN, in the amount of \$3,900,000, plus applicable taxes. The contract is for tires, tubes and services. The contract expires March 31, 2024.

STRATEGIC POLICY PRIORITY:

- Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.

The City needs this contract because we do not have an internal truck tire service center or staffing. This contract is cost effective and operationally efficient because of labor costs, specialized tooling and tire disposal requirements.

BACKGROUND:

ISSUE: This contract provides new tires, tire installation, shop and roadside tire repairs, scrap tire disposal, and fleet tire inspections. Solid Waste, Streets, Sewer, Tacoma Fire Department and Tacoma Police Department will primarily use these services, although the contract is available for all City of Tacoma vehicles and equipment. This will ensure a safe, efficient, and effective fleet for the city to be able to deliver needed services.

ALTERNATIVES: If not implemented the City will need to bid the contract, which will result in delays of essential City services including garbage pickup, street maintenance, sewer maintenance, Fire and Police fleet readiness.

COMPETITIVE SOLICITATION:

NASPO ValuePoint Contract No. MA 19102 is a competitively solicited contract valid through March 31, 2024. NASPO ValuePoint conducted a Request for Proposals, Solicitation Number RFP1118005083. It received four submittals. This contract meets Tacoma's competitive solicitation requirements through a Participating Addendum between NASPO ValuePoint and the State of Washing, and an interlocal purchasing agreement between the City of Tacoma and the State of Washington. The contracted vendor is Bridgestone Americas Tire Operations, LLC,



which is the manufacturer. The goods and services will be purchased through multiple distributor locations.

CONTRACT HISTORY: New contract.

SUSTAINABILITY: Not applicable.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Various Departmental Funds			Up to \$3,900,000
TOTAL			

* General Fund: include Department(s).

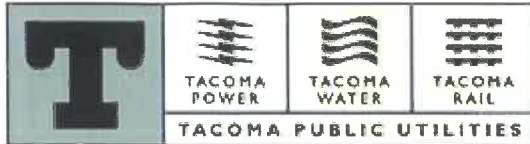
REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: Unknown; per departmental need

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A



RESOLUTION NO.: U-11103
ITEM NO.: #2
MEETING DATE: 19-9-19

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent/COO,
Chris Mattson, Generation Manager
David Wagner, Generation Project Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Samol Hefley, Finance/Purchasing
SUBJECT: Professional Services Contract
Architectural and Engineering (A&E) Roster, Contract No. 4600013789 –
October 9, 2019
DATE: September 20, 2019

RECOMMENDATION SUMMARY:

Tacoma Power requests approval to increase Contract No. 4600013789, to Stantec Consulting Services Inc. (Stantec), Bellevue, WA, by \$398,000, plus any applicable taxes, for remaining Phase I and subsequent Phase II Owner's Engineer services for Alder Unit 11 Rebuild Design-Build Project. This increase will bring the contract to a cumulative total of \$558,540, plus any applicable taxes.

BACKGROUND:

Tacoma Power is managing the Alder Unit 11 Rebuild Design-Build Project being procured under RCW 39.10 Alternative Public Works Contracting Procedures. The State's Capital Projects Advisory Review Board's appointed Project Review Committee granted the City approval to use Design-Build contracting for the Project on May 23, 2019, based in part on the experience and expertise of the City's team of in-house staff and consultants. Stantec is a vital team member of the City's team.

ISSUE: The purpose of the Alder Unit 11 Rebuild Design-Build Project is to extend the service life of the machine an additional 30 years. The last major work on Unit 11 took place in 1989 and the Unit was last rewound in 1973. Tacoma Power needs the experience and expertise of a firm well-versed in hydro turbine-generator rehabilitation to provide Owner's Engineer services during procurement, design, manufacturing, construction and commissioning of this highly technical and complex project. Tacoma Power anticipates coming to the Board mid-2020 with a recommendation to award a contract to a Design-Builder for the Project.

ALTERNATIVES: There are few firms who have the necessary qualifications for this type of Project. Power needs an Owner's Engineer who has the knowledge, experience and expertise in rehabilitation of hydro turbine-generators. A strong professional working relationship between Stantec and Tacoma Power already exists, and Stantec has the qualifications necessary for the Project. Tacoma Power contracted with Stantec (formerly MWH Americas) in 2016 to perform condition assessment of nine of Tacoma Power's hydro turbine-generators which was the precursor to this Project, and an overarching unit rehabilitation program. Tacoma Power believes Stantec is the highest qualified firm to provide the required services. Costs to the City to find another qualified firm can be divided into lost time in the project schedule; use of City labor resources to find, vet and negotiate a contract with the new firm; and a loss of information and continuity amongst the project team.



COMPETITIVE ANALYSIS:

The City's Architectural and Engineering (A&E) roster was used to select the recommended firm, Stantec, based on their qualifications, experience and expertise with hydro turbine-generator rehabilitation work and Design-Build contracting, and the Department's familiarity with the firm.

CONTRACT HISTORY: This contract was originally awarded to Stantec as a result of selection from the City's A&E roster and direct negotiations with the firm in March 2019 for Phase I services. The original contract for Phase I services was for a not to exceed amount of \$160,540. The requested contract increase will cover added scope to Phase I services to support the Design-Build procurement and Phase II services subsequent to award of a Design-Build Contract.

SBE/LEAP COMPLIANCE: Not applicable

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund 2019/2020	PWR-00894	5310100	\$558,540.00
TOTAL			

* General Fund: Generation

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund 2019/2020	-	-	\$558,540.00
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$0

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A



A handwritten signature in blue ink, reading 'Chris Robinson', is positioned above the name of the signatory.

Chris Robinson, Power Superintendent

APPROVED:

A handwritten signature in blue ink, reading 'Jackie Flowers', is positioned above the name of the signatory.

Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-11103
ITEM NO.: #3
MEETING DATE: 10-9-19

TO: Board of Contracts and Awards
FROM: Chris Robinson, Power Superintendent/COO,
Chris Mattson, Generation Manager,
Eric Hoffman, Power Engineer IV, Power/Generation
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Samol Hefley, Finance/Purchasing
SUBJECT: Mayfield Unit 42-44 Generator Replacement
Request for Proposal Specification No. PG19-0130F – October 9, 2019
DATE: September 23, 2019

RECOMMENDATION SUMMARY:

Tacoma Power recommends a contract be awarded to CE Power Engineered Services, LLC, Cincinnati, OH, for the Mayfield Unit 42-44 Generator Breaker Replacement Project, in the amount of \$518,640.00, plus applicable taxes.

BACKGROUND:

Mayfield Power Generating Station is located on the Cowlitz River. The powerhouse was constructed in the early 1960's and originally housed 3 x 45MVA generators. Power production began in 1964. The generators connect to the grid through ABB air-blast circuit breakers manufactured in 1961. Since that time they have been periodically maintained by the OEM. Maintenance is extensive taking 2-3 days to clean, lubricate, tighten and inspect the interrupters, control block and other parts. Considering the low number of operations on the breakers a significant amount of maintenance is required. These circuit breakers are obsolete and have been out of production for a while.

ISSUE: Given that the circuit breakers have been out of production, spare parts and support for routine maintenance is becoming harder to come by. The circuit breakers are well past their life and any major failure could result in extended down time for the hydro generator waiting for replacement parts or complete rebuild of the circuit breaker.

ALTERNATIVES: The "do nothing/ business as usual" alternative is the only alternative to the recommended course of action. Business as usual increases the City's risk exposure to unplanned replacement and/or repair of a failed circuit breaker and the high monetary costs associated with unplanned and extended generator outages.

COMPETITIVE SOLICITATION:

Request for Proposal Specification No. PG19-0130F was opened July 16, 2019. Five (5) companies were invited to bid in addition to normal advertising of the project. Three (3) submittals were received. The specification allowed Respondents to provide the best solution for the given requirements, physical constraints, and technology available. Proposals were evaluated based on total cost of ownership, Bidder's responsibility, delivery schedule, and compliance with the specification.

CE Power Engineered Services, LLC submitted a bid that resulted in the lowest evaluated submittal after consideration of SBE participation goals.



<u>Respondent</u>	<u>Location</u> (city and state)	<u>Score</u>
CE Power Engineered Services, LLC	Cincinnati, OH	88
Siemens Industry Inc.	Wendell, NC	84
Eaton Corporation	Bellevue, WA	80

Pre-bid Estimate: \$600,000

The recommended award is 13.5 percent below the pre-bid estimate.

CONTRACT HISTORY: New contract.

SBE/LEAP COMPLIANCE: Not applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund 2019/2020	PWR-01008	5330100	\$559,093.92
TOTAL			

* General Fund: Generation

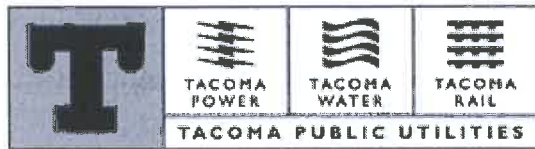
REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
4700 – Power Fund 2019/2020	-	-	\$559,093.92
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$0

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

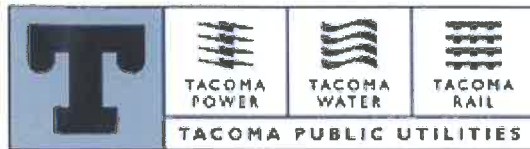
IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A



Chris Robinson, Power Superintendent

APPROVED:

Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-11103
ITEM NO.: #4
MEETING DATE: OCTOBER 9, 2019

TO: Board of Contracts and Awards
FROM: Joseph A. Wilson, PE, Transmission and Distribution Manager
Joe Parris, Transmission and Distribution Contract Program Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP Coordinator, and Alex Clark, Finance/Purchasing
SUBJECT: Increase Contracts for Augmented Crew Services
Request for Bids Specification No. PT17-0347F, Contract No. 4600013096 and 4600013098 – October 9, 2019
DATE: September 25, 2019

RECOMMENDATION SUMMARY:

Tacoma Power requests approval to increase Contract No. 4600013096 with Potelco, Inc., Sumner, WA, by \$1,200,000 and Contract No. 4600013098 with Wilson Construction Company, Canby, OR, by \$300,000, plus any applicable taxes, for Transmission and Distribution Augmented Crew Services. This increase will bring the Potelco, Inc. contract total to \$3,220,547 and the Wilson Construction Company contract total to \$600,000, for a cumulative total of \$4,120,547.50, plus any applicable taxes. The cumulative total includes Michels Corporation contract no. 4600013097, which will remain at the previously approved amount of \$300,000.

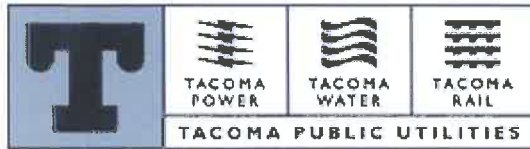
BACKGROUND:

These contracts are utilized to augment Tacoma Power's work force by furnishing equipment and skilled line and wire electrician crews. Multiple contracts were awarded to help meet requirements for specialized equipment and/or work forces on short notice. Additionally, during prolonged outage scenarios it is favorable to have an established working agreement with multiple companies. Work is assigned as-needed based upon the contractor's availability, performance, unit pricing and the type of task to be completed.

ISSUE: The original usage estimate was based on the initial two-year contract period. Augmented crews contracts are historically three years total, with the final year a mutually agreed upon renewal option. Potelco, Inc., Michels Corporation, and Wilson Construction Company have agreed to engage in this final extension term, consistent with the provisions of the original bid document. The requested funds will be used during the extension year where it is anticipated we will see heavier than usual usage based on a number of upcoming projects, which include support for some of the following types of work:

- Overhead conductor upgrades and restrings
- Underground cable replacement
- Pole replacements
- Emergency restoration
- Preparation of poles for telecommunication attachments (make-ready)

ALTERNATIVES: Tacoma Power could issue a new Request for Bids for augmented crew services. However, this would not be advisable as it would create a lapse in service during the critical storm season, potentially impacting system reliability and service to Tacoma Power's customers. The increase allowed for unit pricing during this extension year was identified in the original bid submittal. Issuing a new RFB would likely result in higher costs.

**COMPETITIVE SOLICITATION:**

Request for Bids Specification No. PT17-0347F was opened December 12, 2017. Six companies were invited to bid in addition to normal advertising of the project. Five submittals were received and contracts were awarded to the three responsive low bidders, Potelco, Inc., Michels Corporation, and Wilson Construction Company.

CONTRACT HISTORY: Contracts were originally awarded to Potelco, Inc., Michels Corporation, and Wilson Construction Company as a result of Request for Bids Specification No. PT17-0347F in February 2018. Utility Board Resolution No. U-10991, dated February 14, 2018, approved a cumulative total of \$2,620,547.50, with initial contract values of \$400,000 to Potelco, Inc., \$300,000 to Michels Corporation, and \$300,000 to Wilson Construction Company, for a two-year contract term with a one-year renewal option.

SBE/LEAP COMPLIANCE: Not applicable

FISCAL IMPACT:**EXPENDITURES:**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Various Funds			\$1,500,000.00
TOTAL			

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$1,275,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

Chris Robinson, Power Superintendent

APPROVED:


Jackie Flowers, Director of Utilities

Revised: 08/23/19



RESOLUTION NO.: U-11103

ITEM NO.: #5

MEETING DATE: 10/9/19

TO: Board of Contracts and Awards
FROM: Chris Robinson, TPU Power Superintendent
Tenzin Gyaltzen, UTS Section Manager
Terry Gifford, Assistant Power Section Manager
COPY: Public Utility Board, Director of Utilities, Board Clerk, SBE Coordinator, LEAP
Coordinator, and Richelle Krienke, Finance/Purchasing
SUBJECT: Private Cloud Infrastructure supporting Utility applications with 5 year support
Washington State Contract 05815-003, NASPO ValuePoint MNWNC-109 -
September 25, 2019
DATE: September 12, 2019

RECOMMENDATION SUMMARY:

The Utilities Technology Services Section recommends a contract be awarded to Cerium Networks Inc., Bothell, WA, for the purchase of hardware, software, maintenance support, and professional services to replace existing virtual machine environments for an initial contract term of one year plus five years support, for a total award of \$719,546.82, plus any applicable sales tax.

BACKGROUND:

Utility Technology Services operates two virtual machine environments. One located at the primary campus and one at a backup location. The environments host services vital to electric utility operations including outage management, power trading, data analytics, and systems used to ensure regulatory compliance.

The Cisco/EMC equipment was purchased in 2011, under contract 4600007015 with INX LLC, Bellevue, Washington, in the amount of \$189,302, to support the Power Management Energy Trading and Risk Management implementation project.

In 2013, the capacity of the system was expanded and a redundant system was installed at a backup location under contract 4600008677 in response to RFP PS12-0439F awarded to INX LLC, Bellevue, Washington, in the amount of \$784,376 (as authorized by PUB Resolution U-10590, Item 4) to support federal energy reliability regulatory requirements related to loss of primary control center functionality.

In 2016, the capacity of both systems was expanded under purchase order 4500426649 in response to RFB PS16-0246F awarded to Cerium Networks, Seattle, Washington, in the amount of \$191,192. This increased capacity was required to support initiatives including the virtualization of the servers supporting the Outage Management System, as well as TPU's system integration platform and Service Management platform.

ISSUE: Portions of the existing virtual machine environment will no longer be supported by Cisco/EMC after December 31, 2020. While the software that runs this platform currently is protected against security threats, security updates will not be offered after 2020. This makes the software vulnerable to threats that could threaten the Utilities' operations and data related to regulatory compliance. The platform has been expanded to its limit and additional needs are identified constantly. The current platform is quickly running out of capacity.



ALTERNATIVES: Cisco/EMC will end support for its equipment at the end of 2020. TPU could retain the equipment and find a third-party to engage in a support contract for the equipment itself. The spare parts for this platform are no longer produced, so the price for acquiring these parts is anticipated to rise significantly over time.

Although the Cisco/EMC environment has been updated to add capacity, the underlying technology has not changed since the original purchase in 2011. The selected replacement platform, VXRail from Dell Technologies, modernizes this platform to a private cloud infrastructure. The solution offers greater performance, higher resiliency, limitless scalability, and streamlined supportability. This consolidated platform has one management interface and is designed for ease of maintenance and expansion. This simplified support model should allow Utility Technology Services to support the operations of vital services and allow for expansion of the private cloud infrastructure without the need to add additional support staff.

COMPETITIVE SOLICITATION:

Washington State Contract 05815-004, executed as a participating addendum to NASPO ValuePoint MNWNC-109, meets the City's competitive solicitation requirements. Cerium Networks Inc. is an authorized vendor on this competitively bid state contract. The City of Tacoma is authorized to leverage this contract and benefit from the discounted pricing. NASPO contracts maximize cost avoidance, reduces individual state administrative costs, and encourages market competition and product availability through standard specifications and consolidated requirements. By utilizing the state contract, the city is saving \$801,318.38 over list price from the equipment manufacturer.

CONTRACT HISTORY: New Contract

SBE/LEAP COMPLIANCE: Not applicable

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
POWER 4700	10000127776	New Asset	\$498,199.08
POWER 4700	80014763	5412170	\$201,987.74
POWER 4700	10000127777	53101100	\$19,360.00
TOTAL			



REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$719,546.82

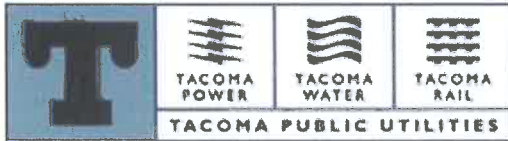
ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A


Chris Robinson, Power Superintendent

APPROVED:


Jackie Flowers, Director of Utilities



RESOLUTION NO.: U-11103
ITEM NO.: #6
MEETING DATE: OCTOBER 9, 2019

TO: Board of Contracts and Awards
FROM: Dale King, Superintendent, Tacoma Rail
Kari Halliday, Mechanical Supervisor Tacoma Rail
COPY: Public Utility Board, Director of Utilities, SBE Coordinator, LEAP Coordinator, and Seth Hartz, Finance/Purchasing
SUBJECT: Increase contract for Janitorial Services for Tacoma Rail
Request for Proposals TR15-0141F, Contract No. 4600013240 - October 9, 2019
DATE: September 27, 2019

RECOMMENDATION SUMMARY:

Tacoma Rail requests approval to increase Contract 4600013240, to CCS Washington Janitorial, Inc., dba Commercial Cleaning Systems, Inc., a Washington Corporation, by \$90,000, plus any applicable taxes, for janitorial services and supplies for the Tacoma Rail facility. This increase will bring the contract to a cumulative total of \$590,000, plus any applicable taxes.

BACKGROUND:

This contract is for janitorial services and supplies needed to maintain the Tacoma Rail facilities. The contracted services include basic cleaning 7 days per week, other cyclical cleaning activities such as windows, carpet shampooing and hard surface waxing, and provides all of the equipment, cleaning and toiletry supplies and personnel for the aforementioned services. This request to increase the contract cumulative total is due to an increase of the Pierce County Prevailing Wage tables, authorized by the State Legislature, and implemented on August 31, 2018, AND to address retro wages earned by Contractor employees between the aforementioned implementation date and July 31, 2019.

ISSUE:

Janitorial services and supplies necessary to maintain Tacoma Rail facilities.

ALTERNATIVES:

An alternative would be to hire permanent or temporary staff and procure the necessary equipment and supplies needed to maintain the Tacoma Rail facilities. Tacoma Rail staff will analyze this alternative approach more thoroughly prior to the expiration of this current contract.

Staff recommends Board approval for the dollar amount requested to fund this contract through its current expiration date of June 1, 2020.

COMPETITIVE SOLICITATION:

The contract was originally awarded to Pacific Building Care, Inc., dba Commercial Cleaning Systems, Inc., following the evaluation of responses received from the advertisement of Request for Proposal, Specification No. TR15-0141F in May of 2015.



Pacific Building Care, Inc. dba Commercial Cleaning Systems, Inc., submitted a bid that resulted in the highest evaluated submittal. The table below reflects the total score.

<u>Respondent</u> (RFP)	<u>Location</u> (city and state)	<u>Score</u>
Pacific Building Care, Inc. dba Commercial Cleaning Systems, Inc.	Des Moines, WA	317
ABM Onsite Services-West, Inc.	Tacoma, WA	287
ACME Maintenance	Tukwila, WA	221
AAA Champion LLC	Tacoma, WA	217

Pre-bid Estimate: N/A

CONTRACT HISTORY:

This contract was originally awarded to Pacific Building Care, Inc., dba Commercial Cleaning Systems, Inc. as a result of Request for Proposal, Specification No. TR15-0141F in May of 2015. A Purchased Services Contract was initially established in an amount of \$90,000, plus sales tax, to be paid at the monthly rate of \$7,500 with a termination date of June 1, 2016, and included the option to renew up to four additional one year terms.

The first amendment in March 2016, was for an increase of \$105,000, bringing the cumulative total to \$195,000, and extended the termination date from June 1, 2016, to June 1, 2017. This amendment also adjusted the monthly amount paid to the Contactor by \$418.26 to \$7,918.26 in recognition of the City's increased minimum wage, which exceeded the initial Prevailing Wage table used in the Contractor's proposal.

The second amendment in January 2017, increased the monthly payment to the Contractor by \$347 to \$8,265.26 in recognition of the City's minimum wage increase implemented on January 1, 2017.

The third amendment, effective June 1, 2017, extended the term by one year to June 1, 2018, and increased the value by \$5,000, bringing the cumulative total to \$200,000.

The fourth amendment, effective July 1, 2017, increased the Contract total dollar value by \$100,000 (U-10932 item 8) to a new not to exceed value of \$300,000.

The fifth amendment, effective January 1, 2018, increased the Contract total dollar value by \$200,000 to a new not to exceed value of \$500,000, exercised the third and fourth renewal options, which extended the termination date by two years to June 1, 2020.

The sixth amendment, effective August 1, 2019, increased the monthly amount by \$3,778.46 to \$12,580.00, in recognition of an increase to the Pierce County Prevailing Wage tables, authorized by the State Legislature and implemented on August 31, 2018, and issuance of a



single payment to the Contractor in the amount of \$49,741.58 to cover retroactive wages beginning August 31, 2018, through July 31, 2019.

Approval of this request will bring the Contract to a cumulative total of \$590,000, plus sales tax. If approved, this will be the seventh amendment to the contract.

SBE/LEAP COMPLIANCE: Not Applicable.

FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Tacoma Rail Fund 4500	5330100	592303	\$590,000.00
TOTAL			Up to \$590,000.00

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
N/A			
TOTAL			

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$245,953.90

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes.

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

Dale W. King

Dale King, Rail Superintendent

APPROVED:

Jackie Flowers

Jackie Flowers, Director of Utilities



RESOLUTION NO. U-11104

A RESOLUTION relating to Tacoma Power; approving a Letter of Agreement ("LOA") between the City and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit ("IBEW").

WHEREAS the City of Tacoma, Department of Utilities, Light Division (d.b.a. "Tacoma Power"), and IBEW have proposed a LOA that covers approximately six budgeted full-time positions, and

WHEREAS the purpose of the LOA is to provide for an application of rate paid to a Line Electrician, when assigned to work on the Trouble Crew, effective August 26, 2019; the application of rate will be set to 110% of the journey level rate, and

WHEREAS it is in the best interests of the City that the proposed LOA negotiated by the Union and the City be approved; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the LOA between the City and the IBEW is approved, all actions taken by Tacoma Power in the approval and execution of the LOA are ratified, and the City Council is requested to concur in the approval and authorize the proper officers of the City to execute the LOA substantially in the form on file and as approved by the City Attorney.

Approved as to form and legality:



Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

of October 9, 2019

REQUEST FOR RESOLUTION

Date September 26, 2019

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorizing approval of a Letter of Agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This resolution recommends approval of the Letter of Agreement (LOA) between the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit, on behalf of the employees represented by said Union.

The agreement covers approximately six (6) budgeted, full-time equivalent positions. The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on October 22, 2019.

3. Summarized reason for resolution:

The resolution will recommend the execution and implementation of a Letter of Agreement negotiated with the between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit, on behalf of those employees represented by said union.

4. Attachments:

- a. Letter of Agreement
- b. Financial Impact Memorandum
- c. Letter from Jackie Flowers, Director of Utilities/CEO

5. ☐ Funds available ☐ Proposed action has no budgetary impact6. Deviations requiring special waivers: ☐ None

Originated by:


Section Head

Requested by:


Human Resources Director

Approved:


Director of Utilities



TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

October 2, 2019

To the Chairman and Members of the Public Utility Board
And
To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of the proposed Letter of Agreement (LOA) negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit. The LOA covers approximately six (6) budgeted, full-time positions, and is anticipated to be considered by the City Council as a resolution on October 22, 2019.

The Letter of Agreement will provide for an application of rate paid to a Line Electrician, when assigned to work on the Trouble Crew, effective August 26, 2019. The application of rate will be set to 110% of the journey level Line Electrician rate.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Jackie Flowers
Director of Utilities/CEO





TACOMA PUBLIC UTILITIES
3628 South 35th Street
Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager
From: Jim Sant, Deputy Director for Administration, Management Services
Date: September 16, 2019
Subject: Fiscal Impact of IBEW 483 Power Unit LOU Trouble Crew Overtime

Background:

The Letter of Understanding (LOU) confirms the understanding reached in regards to filling temporary absences on the Trouble Crew. Additionally, this LOU establishes and clarifies the Application of Rate (AOR) for employees on the Trouble Crews.

Financial Impact:

- Effective August 26, 2019, an Application of Rate of 110% of the Line Electrician rate of pay shall be applied to individuals on the Trouble Crews. The Application of Rate is increasing from 107% to 110%.
- The Application of Rate is applied after the COLA is calculated for each period. Effective April 1, 2020, wages shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bellevue Area, measured from June of 2018 to June of 2019, with a minimum 2.25% and a maximum increase of 3.5%.


Incremental Increase:

Department	FTE	2019-2020 August- March	2020-2021 April-March Minimum COLA 2.25%	2020-2021 April-March Maximum COLA 3.5%
Tacoma Public Utilities	6	\$13,351	\$22,695	\$22,972

Summary

These wage adjustments are covered by the 2019-2020 Adopted Biennial Budget.

Concur:



Jackie Flowers, Director of Utilities, CEO



Letter of Agreement
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers Local 483
Subject: Trouble Crew Overtime
Effective: August 26, 2019

This Letter of Agreement (LOA) confirms the understanding reached through discussion of filling temporary absences on the Trouble Crew and further, changes the applicability of 14.3 (c) and (e) for the Trouble Crews. Additionally, this LOA establishes and clarifies the Application of Rate (AOR) for employees on the Trouble Crews.

For temporary Trouble Crew vacancies caused by an absence of three days or less, management will first attempt to fill the position with another Trouble Crew member. Should no Trouble Crew member be willing or available to fill the temporary vacancy caused by absences, management may, in its discretion, fill the position using a qualified Line Electrician, or leave the vacancy caused by the temporary absence unfilled and use the remaining Trouble Crew member in an alternate capacity. Where management elects to offer the upgrade to a Line Electrician, the vacancy caused by the temporary absence will be filled in accordance with Article 9.1.

In exchange, the following will apply:

1. Article 14.3(c) and (e) of the collective bargaining agreement will not apply to the Trouble Crew.
2. Members of the Trouble Crew will be called first for overtime during the four (4) hours before and the four (4) hours after their shifts; and
3. During those times, the "On Duty" Trouble Crew members will be available for such coverage.
4. Line Electricians assigned to fill a Trouble Crew opening prior to 4:30 p.m. of the day before the opening will serve in the standby role and be compensated as a Trouble Crew member.

An Application of Rate of 110% of the Line Electrician rate of pay shall be applied to individuals who are on the Trouble Crew. The Application of Rate is established to compensate individuals on Trouble Crews for the following reasons:

1. The Crews function without a lead worker on their crews and are tasked with assessing outage situations quickly and efficiently.
2. The Crews are required to work rotating shifts which include, night, weekend, and holiday work as well as mandatory availability and required rapid responses to calls when off shift.

If is understood that if a conflict exists between the terms herein and those of LOU#3 "Major Multi-Day System Outage Compensation" date March 2, 2000, that LOU #3 will prevail.

Nothing in this letter is intended to be used as precedent for future contract negotiations, other City operations, or with other employees represented by IBEW 483.

This Letter of Agreement will be in effective August 26, 2019 and will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a 30-day written notice.

EXECUTED ON THIS _____ DAY OF _____, 2019.

City of Tacoma

Local 483, International Brotherhood
of Electrical Workers, Light Division
(Tacoma Power)

Jackie Flowers
Director of Public Utilities

Alice Phillips
Business Manager

Chris Robinson
Power Superintendent

Dylan Carlson
Sr, Labor Relations Manager

Approved as to form:

City Attorney



RESOLUTION NO. U-11105

A RESOLUTION concerning surplus utility equipment; declaring utility equipment surplus to the needs of Tacoma Power; conducting a public hearing on the proposed sale of the surplus utility equipment; and authorizing Tacoma Power to sell the surplus utility equipment to the highest responsive bidder(s) at bid sale(s).

WHEREAS the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "Tacoma Power"), originally acquired for public utility purposes, 115kV Oil Circuit Breakers at Stadium Substation, a Pearl Substation and Cowlitz Substation, and acquired 438 Distribution Transformers, which are listed on the individual Declarations of Surplus Property and attached inventories in the background materials on file with the Clerk of the Board, and

WHEREAS Tacoma Power has determined that the equipment listed in the background material is no longer necessary for providing continued public utility service due to age and mechanical conditions and is deemed surplus to Tacoma Power's needs pursuant to RCW 35.94.040 and TMC 1.06.272-278, and

WHEREAS the equipment's estimated value is:

Equipment	Value
Stadium Substation 115kV Oil Circuit Breaker	\$1,000.00
Pearl Substation 115kV Oil Circuit Breaker	\$1,000.00
Cowlitz 115kV Oil Circuit Breaker	\$1,000.00
438 Overhead and Padmounted Transformers	\$15,000.00



1 WHEREAS a public hearing was conducted on October 9, 2019, as
2 required by RCW 35.94.040, and

3 WHEREAS Tacoma Power requests that the Utility Board, pursuant to
4 the requirements of RCW 35.94.040 and TMC 1.06.272-278, declare the
5 equipment surplus to Tacoma Power's needs and authorize Tacoma Power to
6 sell the equipment to the highest responsive bidder(s); Now, Therefore,
7 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

8 Sec. 1. The Stadium Substation 115kV Oil Circuit Breaker, Pearl
9 Substation 115kV Oil Circuit Breaker, Cowlitz Substation 115kV Oil Circuit
10 Breaker, and 438 Distribution Transformers identified on the individual
11 Declarations of Surplus Property and attached inventories are no longer
12 necessary for providing continued public utility service, and are hereby declared
13 surplus to Tacoma Power's needs.
14

15 Sec. 2. Tacoma Power is hereby authorized to sell the equipment at a
16 bid sale(s) to the highest responsive bidder(s), and should the equipment not be
17 acquired at sale(s), Tacoma Power is authorized to otherwise dispose of the
18 equipment in Tacoma Power's best interests.
19

20 Sec. 3. If a bid for any the equipment identified on the attached
21 inventories is higher than \$200,000, then the highest bid over \$200,000 for
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that lot will be brought by Tacoma Power to the Board for formal approval of the sale.

Approved as to form and legality:

[Signature]
Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: **Chris Robinson, Power Superintendent**
MEETING DATE: October 9, 2019
DATE: September 27, 2019

SUMMARY: Tacoma Power recommends the equipment listed on the attached inventory be declared surplus to Tacoma Power needs. We further recommend a public hearing be held in front of the Public Utility Board to take testimony from any interested individuals on the sale of said surplus equipment in accordance with RCW 35.94.040. In addition, we recommend the Department of Public Utilities be authorized to solicit bids for the equipment and award the sale of the equipment based on the highest responsive bid received, so long as the total bid amount is less than \$200,000. Sale amounts higher than \$200,000 will be presented to the Public Utility Board for approval.

BACKGROUND: The equipment listed on the attached surplus equipment description are considered surplus to Tacoma Power's needs due to their age or condition, and are no longer required for providing continued public utility service. These surplus items should be advertised and sold to the highest responsive bidder in accordance with the applicable state and City of Tacoma laws and Finance Department surplus policies. The surplus equipment was originally acquired for Public Utility purposes and, per RCW 35.94.010, its disposal requires approval of a surplus declaration and a public hearing by the Public Utility Board prior to sale. Proceeds from the sale will be added to the Tacoma Power general fund.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.
N/A

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? N/A.

ATTACHMENTS:

Declaration of Surplus: Stadium Substation 10-372 115kV Oil Circuit Breaker
Declaration of Surplus: Pearl Substation 10-33 115kV Oil Circuit Breaker
Declaration of Surplus: Cowlitz Substation 10-98 115kV Oil Circuit Breaker
Declaration of Surplus: 438 Overhead and Padmounted Transformers

CONTACT: Sean Veley, Substation Maintenance Supervisor, 253-50-8713
Christine Lewis, Substation and System Maintenance Assistant Section Manager, 253-502-8656

City of Tacoma

Declaration of Surplus Property (DSP)

To: Purchasing Division **Date:** 10/2/2019
From: Tacoma Power/Transmission & Distribution
Contact Name: Sean Veley **Phone:** 502-8713

- ☒ Declaration of Surplus Personal Property
☐ Declaration of Surplus Real Property
☐ Declaration of Unusable Personal Property¹

¹ Items that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous metals), may be disposed by the owning department. Do not submit DSP Form to Purchasing for these items.

Description of Surplus Property

Describe Item or Attach List:	<u>Stadium Substation 10-372 115kV Oil Circuit Breaker</u>	Fixed Asset # _____
Address/Location of Items:	<u>4102 74th Street South, Tacoma WA 98409</u>	<u>Accounting (for costs/proceeds):</u>
Estimated Commercial or Resale Value:	<u>\$1,000</u>	Cost Center: <u>561100</u>
Minimum Acceptable Bid:	<u>\$ N/A</u>	General Ledger Acct: <u>6421400</u>

I hereby certify the asset(s) listed have no further public use or the sale thereof is in the best interests of the City and declare these items as surplus according to sections 1.06.272 through 1.06.278 of the Tacoma Municipal Code. Items may be sold, transferred, donated or otherwise disposed of in accordance with the City's surplus property policies and the Tacoma Municipal Code.

Department/Division Head Signature

Date _____

City Manager or Director of Utilities (if over \$200,000)

Date _____

DISPOSAL REQUEST

(to be completed by department)

Requested Disposal Method(s):

- ☐ Intra City Transfer
Name of Department _____
- ☒ Bid Solicitation (Formal / Informal)
- ☐ Vehicle Auction (attach vehicle surplus form)
Specify Contract _____
- ☐ Online Auction Service
(attach online auction surplus form)
- ☐ Special Advertisement (attach advertisement)
Specify Newspaper _____
- ☐ Supplemental Mailing List (attach)
- ☐ Website Posting
- ☐ Special Disposal Requirements (e.g., environmental, regulatory)
- ☐ Salvage Services
Specify Contract _____
- ☐ Donation
- ☐ 2-Good-2 Toss
- ☐ Other: _____
- ☐ Okay for Disposal: _____

DISPOSAL ACTION

Internal Use Only – Purchasing Division

- ☐ Formal Bid No. _____
Resolution/Ordinance No. _____
- ☐ Informal Bid No. _____
- | | |
|--|--|
| <input type="checkbox"/> Online Auction | <input type="checkbox"/> Website Posting |
| <input type="checkbox"/> Special Advertisement | <input type="checkbox"/> Supplemental Mailings |
| <input type="checkbox"/> Contract Services | <input type="checkbox"/> Intra-City Transfer |
| <input type="checkbox"/> Salvage Services | <input type="checkbox"/> Donation |
| <input type="checkbox"/> Okay for Disposal | <input type="checkbox"/> 2-Good-2 Toss |

Date Advertised/Posted: _____

Sale Amount: \$

Sold To: Name _____

Address _____

Donated To: Name _____

Address _____

- ☐ Hold Harmless Release Received
 Recipient is: ☐ Public Agency ☐ Non-Profit serving
 ☐ General Public ☐ Employee

Accounting, if different from above:

APPROVED:

Procurement and Payables Manager	Date
----------------------------------	------

TACOMA POWER

SUBSTATION SURPLUS EQUIPMENT

Stadium Sub 115KV Oil Circuit Breaker

The circuit breaker is available as is, where is. All equipment will be drained of insulating oil; however, residual oil will be present and should be anticipated by the bidder. The currently available equipment is located at our Southwest Substation.

It is a three phase 115KV Circuit Breaker that weighs approximately 16,500 pounds, without oil. The Insulating oil has been removed.

Below are photos, drawings, and oil test data of the Circuit Breaker.

All equipment may be examined prior to the bid deadline on a limited, escorted basis. Contact Sean Velej at (253) 502-8713 or Sean Forslund at (253) 502-8235 to arrange a visit or for any other questions regarding this offering.

On-site demolition will not be allowed, but it is anticipated that the equipment will need to be partially dismantled to allow for safe shipment, such as removal of High Voltage Bushings. Dismantling should only consist of that which is necessary to safely transport the equipment. Any further disassembly and demolition, such as for salvage/recycling separation, will take place off-site at bidder's location. Bidder is to provide and assume responsibilities and costs for ALL dismantling, demolition and transportation requirements, such as, but not limited to: tools, equipment, supplies, vehicles, permits and/or fees. All work must be completed within the allowed time frames. The bidder MUST indicate in their bid, their intent and method of equipment dismantle. Bidder must clearly identify the type of work to be performed and include plans and safety measures to perform the work and prevent any loss of oil or other contaminants to the substation soils. Any failure to supply the requested information may result in bid disqualification.

It is assumed that all equipment will be scrapped for metals recovery/recycling.

The successful bidder will remove all oil-filled bushings from all equipment that is scheduled to be scrapped and transport the bushings in leak proof containers to the Tacoma Power Transformer Shop located at 3628 S. 35th St., Tacoma, WA 98409.

The Transformer Shop will require 24-hour's notice at (253) 502-8495 to ensure that personnel and equipment will be available. The bushings will be off-loaded by Tacoma Power, tested for PCB level, and drained of all fluids. Bushings with PCB levels greater than 45 ppm will be retained by Tacoma Power for proper PCB disposal. Bushings containing 45 ppm PCB or less will be picked up by the bidder following draining, within two weeks of notification of availability.

The PCB content of all equipment, except for fluid filled bushings, is known to be less than one part per million (ppm) and is listed with certifications below.

The Oil Circuit Breaker is located at the following location:

Southwest Sub
4102 74th St. S.
Tacoma, WA 98409

A photo of the Oil Circuit Breaker Please contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 if any additional information is needed.

All equipment must be removed from the substation according to the schedule described below.

Schedule:

The contractor will be provided two weeks' notice of the availability of the site. Tacoma Power will make sure that the Oil Circuit Breaker is drained of oil and available for removal. The contractor will be allowed no more than **1 working day** to remove all listed equipment from the substation. If the availability of the substation is delayed, 1 full day will still be available for removal.

All work in the substations or on Tacoma Power property will be attended by a qualified Tacoma Power electrician as required by state electrical safety regulations. Tacoma Power will supply a qualified electrician between the hours of 8 am to 12 pm and 12:30 pm to 4:30 pm for the duration of the 1-day period, at no charge to the contractor. The contractor may arrange for additional hours at their own expense according to the cost schedule listed below. The contractor must provide at least 24-hour's notice of any schedule extension beyond the times listed above. All additional work, including normal lunch periods, extended work days, and weekends, will be the responsibility of the contractor at the following rates:

Cost for on-site supervision:

\$111.53 per hour for weekdays between 8 am to 12 pm and 12:30 pm to 4:30 pm, not including ½ hour for lunch between noon and 12:30 pm.

\$156.59 per hour for all additional overtime and lunch periods worked by the on-site supervising electrician.

If the contractor fails to complete equipment removal from the station by the end of the allowed time, they will not be allowed into the substation and all remaining electrical equipment will be forfeited in the interest of preparing the site for necessary construction. There will be no refunds for failure to meet this schedule.

Oil Spill Prevention:

Washington state environmental regulations require the reporting and cleanup of all oil spills, even very small spills. The contractor will not be allowed to spill any oil during removal of the transformer. This includes oil from the transformer and equipment used during the removal process, including hydraulic systems. Oil contaminated materials will not be allowed to be placed on unprotected soils and the contractor must be prepared for all weather conditions. Work practices that are considered unsafe or likely to result in oil contamination will be stopped by the Tacoma Power supervisor until deficiencies are corrected. No additional removal time will be allowed for work stopped due to improper practices. All oil spilled will be remediated to state and Tacoma Power standards at the contractor's cost.

Work Plan:

The contractor must supply a brief work plan with their bid that includes general information about their process for removing the equipment including bushing pick up from the transformer shop, general

process for dismantling the equipment, expected schedule (including weekend and overtime work) for Tacoma Power planning needs, and the general process for preventing oil spills.

The bidder with the highest acceptable bid will be notified and must supply a detailed work plan within 10 days. The specific requirements for the work plan will be detailed by Tacoma Power when the notification is made. A detailed work plan may not be necessary depending on the plan submitted with the bid. Failure to supply an acceptable work plan within 10 days may be grounds to reject the bid.

Safety:

The contractor must abide by all safety regulations while working on Tacoma Power property. Special attention includes, but is not limited to, fall protection, confined space entry, and lead exposure for work on the equipment. All high voltage power lines located near the equipment will be de-energized and there should be enough clearance to place a crane to lift the equipment for loading/size reduction purposes. The contractor must maintain proper clearance, as directed by the on-site safety watch, from all energized lines.

Every Tacoma Power employee is acutely aware of safe operating practices and is authorized to stop any work they consider to be unsafe. The contractor will abide by any direction to stop work for safety reasons upon notice by any Tacoma Power employee. The contractor will immediately correct any condition or practice determined to be unsafe. No time extension will be allowed for work stoppage due to unsafe work practices

SIEMENS-ALLIS

Oil Circuit Breaker

With Type LC² Interrupter

TYPE	B70-15-40	RATED MAX. VOLTAGE	15 kV	XV
SERIAL NUMBER	15017-4	RATED INTERRUPTING CAPACITY	1500	XV
DATE OF MFG.	1965	VOLTAGE RANGE, FACTOR (X)	1500	
RATED FREQUENCY	50 Hz	SHORT-CIRCUIT CURRENT, kA	15	KA
RATED CURRENT	1500 A	TRIP INTERRUPTING TIME	0.07	CYCLES
OIL PER TYPE			0.07	HALS
WEIGHT OF OIL IN OIL			1500	1.33
FILL TO OIL LEVEL AT 20°C WITH A-2 INSULATED No. 3 OIL				
WEIGHT OF REMAINING OIL			1500	1.33
WEIGHT OF OIL IN OIL			1500	1.33
RECOMMENDED OIL GRADE			1500	1.33
RECOMMENDED OIL GRADE			1500	1.33
RECOMMENDED OIL GRADE			1500	1.33





City of Tacoma

Declaration of Surplus Property (DSP)

To: Purchasing Division **Date:** 10/2/2019
From: Tacoma Power/Transmission & Distribution
Contact Name: Sean Veley **Phone:** 502-8713

- ☒ Declaration of Surplus Personal Property
☐ Declaration of Surplus Real Property
☐ Declaration of Unusable Personal Property¹

¹ Items that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous metals), may be disposed by the owning department. Do not submit DSP Form to Purchasing for these items.

Description of Surplus Property

Describe Item or Attach List: Pearl Substation 10-372 115kV Oil Circuit Breaker Fixed Asset # _____
Address/Location of Items: 4102 74th Street South, Tacoma WA 98409 Accounting (for costs/proceeds):
Estimated Commercial or Resale Value: \$1,000 Cost Center: 561100
Minimum Acceptable Bid: \$ N/A General Ledger Acct: 6421400

I hereby certify the asset(s) listed have no further public use or the sale thereof is in the best interests of the City and declare these items as surplus according to sections 1.06.272 through 1.06.278 of the Tacoma Municipal Code. Items may be sold, transferred, donated or otherwise disposed of in accordance with the City's surplus property policies and the Tacoma Municipal Code.

Department/Division Head Signature

Date

City Manager or Director of Utilities (if over \$200,000)

Date

DISPOSAL REQUEST

(to be completed by department)

Requested Disposal Method(s):

- ☐ Intra City Transfer
Name of Department _____
☒ Bid Solicitation (Formal / Informal)
☐ Vehicle Auction (attach vehicle surplus form)
Specify Contract _____
☐ Online Auction Service
(attach online auction surplus form)
☐ Special Advertisement (attach advertisement)
Specify Newspaper _____
☐ Supplemental Mailing List (attach)
☐ Website Posting
☐ Special Disposal Requirements (e.g., environmental, regulatory)
☐ Salvage Services
Specify Contract _____
☐ Donation
☐ 2-Good-2 Toss
☐ Other: _____
☐ Okay for Disposal: _____

DISPOSAL ACTION

Internal Use Only – Purchasing Division

- ☐ Formal Bid No. _____
Resolution/Ordinance No. _____
☐ Informal Bid No. _____
☐ Online Auction ☐ Website Posting
☐ Special Advertisement ☐ Supplemental Mailings
☐ Contract Services ☐ Intra-City Transfer
☐ Salvage Services ☐ Donation
☐ Okay for Disposal ☐ 2-Good-2 Toss
Date Advertised/Posted: _____
Sale Amount: \$ _____
Sold To: Name _____
Address _____
Donated To: Name _____
Address _____
☐ Hold Harmless Release Received
Recipient is: ☐ Public Agency ☐ Non-Profit serving
☐ General Public ☐ Employee
Accounting, if different from above: _____

APPROVED:

Procurement and Payables Manager

Date

TACOMA POWER

SUBSTATION SURPLUS EQUIPMENT

Pearl Sub 115KV Oil Circuit Breaker

The circuit breaker is available as is, where is. All equipment will be drained of insulating oil; however, residual oil will be present and should be anticipated by the bidder. The currently available equipment is located at our Pearl Substation.

It is a three phase 115KV Circuit Breaker that weighs approximately 16,500 pounds, without oil. The Insulating oil has been removed.

All equipment may be examined prior to the bid deadline on a limited, escorted basis. Contact Sean Velej at (253) 502-8713 or Sean Forslund at (253) 502-8235 to arrange a visit or for any other questions regarding this offering.

On-site demolition will not be allowed, but it is anticipated that the equipment will need to be partially dismantled to allow for safe shipment, such as removal of High Voltage Bushings. Dismantling should only consist of that which is necessary to safely transport the equipment. Any further disassembly and demolition, such as for salvage/recycling separation, will take place off-site at bidder's location. Bidder is to provide and assume responsibilities and costs for ALL dismantling, demolition and transportation requirements, such as, but not limited to: tools, equipment, supplies, vehicles, permits and/or fees. All work must be completed within the allowed time frames. The bidder MUST indicate in their bid, their intent and method of equipment dismantle. Bidder must clearly identify the type of work to be performed and include plans and safety measures to perform the work and prevent any loss of oil or other contaminants to the substation soils. Any failure to supply the requested information may result in bid disqualification.

It is assumed that all equipment will be scrapped for metals recovery/recycling.

The successful bidder will remove all oil-filled bushings from all equipment that is scheduled to be scrapped and transport the bushings in leak proof containers to the Tacoma Power Transformer Shop located at 3628 S. 35th St., Tacoma, WA 98409.

The Transformer Shop will require 24-hour's notice at (253) 502-8495 to ensure that personnel and equipment will be available. The bushings will be off-loaded by Tacoma Power, tested for PCB level, and drained of all fluids. Bushings with PCB levels greater than 45 ppm will be retained by Tacoma Power for proper PCB disposal. Bushings containing 45 ppm PCB or less will be picked up by the bidder following draining, within two weeks of notification of availability.

The PCB content of all equipment, except for fluid filled bushings, is known to be less than one part per million (ppm) and is listed with certifications below.

The Oil Circuit Breaker is located at the following location:
Pearl Sub

Pearl Sub
2402 Pearl St.
Tacoma, WA

Drawings showing the circuit breaker dimensions and locations in the substation, and nameplate of the equipment are attached to this document below. Please contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 if any additional information is needed.

All equipment must be removed from the substation according to the schedule described below.

Schedule:

The contractor will be provided two weeks' notice of the availability of the site. Tacoma Power will make sure that the Oil Circuit Breaker is drained of oil and available for removal. The contractor will be allowed no more than **1 working day** to remove all listed equipment from the substation. If the availability of the substation is delayed, 1 full day will still be available for removal.

All work in the substations or on Tacoma Power property will be attended by a qualified Tacoma Power electrician as required by state electrical safety regulations. Tacoma Power will supply a qualified electrician between the hours of 8 am to 12 pm and 12:30 pm to 4:30 pm for the duration of the 1-day period, at no charge to the contractor. The contractor may arrange for additional hours at their own expense according to the cost schedule listed below. The contractor must provide at least 24-hour's notice of any schedule extension beyond the times listed above. All additional work, including normal lunch periods, extended work days, and weekends, will be the responsibility of the contractor at the following rates:

Cost for on-site supervision:

\$111.53 per hour for weekdays between 8 am to 12 pm and 12:30 pm to 4:30 pm, not including ½ hour for lunch between noon and 12:30 pm.

\$156.59 per hour for all additional overtime and lunch periods worked by the on-site supervising electrician.

If the contractor fails to complete equipment removal from the station by the end of the allowed time, they will not be allowed into the substation and all remaining electrical equipment will be forfeited in the interest of preparing the site for necessary construction. There will be no refunds for failure to meet this schedule.

Oil Spill Prevention:

Washington state environmental regulations require the reporting and cleanup of all oil spills, even very small spills. The contractor will not be allowed to spill any oil during removal of the transformer. This includes oil from the transformer and equipment used during the removal process, including hydraulic systems. Oil contaminated materials will not be allowed to be placed on unprotected soils and the contractor must be prepared for all weather conditions. Work practices that are considered unsafe or likely to result in oil contamination will be stopped by the Tacoma Power supervisor until deficiencies are corrected. No additional removal time will be allowed for work stopped due to improper practices. All oil spilled will be remediated to state and Tacoma Power standards at the contractor's cost.

Work Plan:

The contractor must supply a brief work plan with their bid that includes general information about their process for removing the equipment including bushing pick up from the transformer shop, general process for dismantling the equipment, expected schedule (including weekend and overtime work) for Tacoma Power planning needs, and the general process for preventing oil spills.

The bidder with the highest acceptable bid will be notified and must supply a detailed work plan within 10 days. The specific requirements for the work plan will be detailed by Tacoma Power when the notification is made. A detailed work plan may not be necessary depending on the plan submitted with the bid. Failure to supply an acceptable work plan within 10 days may be grounds to reject the bid.

Safety:

The contractor must abide by all safety regulations while working on Tacoma Power property. Special attention includes, but is not limited to, fall protection, confined space entry, and lead exposure for work on the equipment. All high voltage power lines located near the equipment will be de-energized and there should be enough clearance to place a crane to lift the equipment for loading/size reduction purposes. The contractor must maintain proper clearance, as directed by the on-site safety watch, from all energized lines.

Every Tacoma Power employee is acutely aware of safe operating practices and is authorized to stop any work they consider to be unsafe. The contractor will abide by any direction to stop work for safety reasons upon notice by any Tacoma Power employee. The contractor will immediately correct any condition or practice determined to be unsafe. No time extension will be allowed for work stoppage due to unsafe work practices.

SIEMENS ALLIS

Oil Circuit Breaker

With Type Interruptor

Jackson, MS. Made in U.S.A.

TYPE	820-1212-60-00	RATED MAX. VOLTAGE		KV
SERIAL NUMBER	41799-0	RATED IMPULSE WITHSTAND		KV
DATE OF MFR.	MAR. 85	VOLTAGE RANGE FACTOR (K)		
RATED FREQUENCY	60 HZ	SHORT CIRCUIT CURRENT (SYM)		KA
RATED CURRENT	2000 AMP	ARREST INTERRUPTING TIME		CYCLES
OIL PER TANK				GALS
WEIGHT OF BREAKER WITH OIL				LBS
FILL TO OIL LEVEL AT 20°C WITH A-C UNIVERSAL NO. 3 OIL				
HEIGHT TO REMOVE BUSHING				INS
WEIGHT OF BUSHING				LBS
INSTRUCTION BOOK NUMBER		PS 3018 24X-K785		
RECOMMENDED SPARE PARTS LIST				

FQ# 1500088





City of Tacoma

Declaration of Surplus Property (DSP)

To: Purchasing Division **Date:** 10/2/2019
From: Tacoma Power/Transmission & Distribution
Contact Name: Sean Veley **Phone:** 502-8713

- ☒ Declaration of Surplus Personal Property
☐ Declaration of Surplus Real Property
☐ Declaration of Unusable Personal Property¹

¹ Items that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous metals), may be disposed by the owning department. Do not submit DSP Form to Purchasing for these items.

Description of Surplus Property

Describe Item or Attach List: Cowlitz Substation 10-372 115kV Oil Circuit Breaker Fixed Asset # _____
Address/Location of Items: 4102 74th Street South, Tacoma WA 98409 Accounting (for costs/proceeds):
Estimated Commercial or Resale Value: \$1,000 Cost Center: 561100
Minimum Acceptable Bid: \$ N/A General Ledger Acct: 6421400

I hereby certify the asset(s) listed have no further public use or the sale thereof is in the best interests of the City and declare these items as surplus according to sections 1.06.272 through 1.06.278 of the Tacoma Municipal Code. Items may be sold, transferred, donated or otherwise disposed of in accordance with the City's surplus property policies and the Tacoma Municipal Code.

Department/Division Head Signature

Date

City Manager or Director of Utilities (if over \$200,000)

Date

DISPOSAL REQUEST

(to be completed by department)

Requested Disposal Method(s):

- ☐ Intra City Transfer
Name of Department _____
- ☒ Bid Solicitation (Formal / Informal)
- ☐ Vehicle Auction (attach vehicle surplus form)
Specify Contract _____
- ☐ Online Auction Service
(attach online auction surplus form)
- ☐ Special Advertisement (attach advertisement)
Specify Newspaper _____
- ☐ Supplemental Mailing List (attach)
- ☐ Website Posting
- ☐ Special Disposal Requirements (e.g., environmental, regulatory)
- ☐ Salvage Services
Specify Contract _____
- ☐ Donation
- ☐ 2-Good-2 Toss
- ☐ Other: _____
- ☐ Okay for Disposal: _____

DISPOSAL ACTION

Internal Use Only – Purchasing Division

- ☐ Formal Bid No. _____
Resolution/Ordinance No. _____
- ☐ Informal Bid No. _____
- ☐ Online Auction ☐ Website Posting
- ☐ Special Advertisement ☐ Supplemental Mailings
- ☐ Contract Services ☐ Intra-City Transfer
- ☐ Salvage Services ☐ Donation
- ☐ Okay for Disposal ☐ 2-Good-2 Toss
- Date Advertised/Posted: _____
- Sale Amount: \$ _____
- Sold To: Name _____
Address _____
- Donated To: Name _____
Address _____
- ☐ Hold Harmless Release Received
- Recipient is: ☐ Public Agency ☐ Non-Profit serving
☐ General Public ☐ Employee
- Accounting, if different from above: _____

APPROVED:

Procurement and Payables Manager

Date

TACOMA POWER SUBSTATION SURPLUS EQUIPMENT

Cowlitz Sub 115KV Oil Circuit Breaker

The circuit breaker is available as is, where is. All equipment will be drained of insulating oil; however, residual oil will be present and should be anticipated by the bidder. The currently available equipment is located at our Cowlitz Substation.

It is a three phase 115KV Circuit Breaker that weighs approximately 16,500 pounds, without oil. The Insulating oil has been removed.

All equipment may be examined prior to the bid deadline on a limited, escorted basis. Contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 to arrange a visit or for any other questions regarding this offering.

On-site demolition will not be allowed, but it is anticipated that the equipment will need to be partially dismantled to allow for safe shipment, such as removal of High Voltage Bushings. Dismantling should only consist of that which is necessary to safely transport the equipment. Any further disassembly and demolition, such as for salvage/recycling separation, will take place off-site at bidder's location. Bidder is to provide and assume responsibilities and costs for ALL dismantling, demolition and transportation requirements, such as, but not limited to: tools, equipment, supplies, vehicles, permits and/or fees. All work must be completed within the allowed time frames. The bidder MUST indicate in their bid, their intent and method of equipment dismantle. Bidder must clearly identify the type of work to be performed and include plans and safety measures to perform the work and prevent any loss of oil or other contaminants to the substation soils. Any failure to supply the requested information may result in bid disqualification.

It is assumed that all equipment will be scrapped for metals recovery/recycling.

The successful bidder will remove all oil-filled bushings from all equipment that is scheduled to be scrapped and transport the bushings in leak proof containers to the Tacoma Power Transformer Shop located at 3628 S. 35th St., Tacoma, WA 98409.

The Transformer Shop will require 24-hour's notice at (253) 502-8495 to ensure that personnel and equipment will be available. The bushings will be off-loaded by Tacoma Power, tested for PCB level, and drained of all fluids. Bushings with PCB levels greater than 45 ppm will be retained by Tacoma Power for proper PCB disposal. Bushings containing 45 ppm PCB or less will be picked up by the bidder following draining, within two weeks of notification of availability.

The PCB content of all equipment, except for fluid filled bushings, is known to be less than one part per million (ppm) and is listed with certifications below.

The Oil Circuit Breaker is located at the following location:
Cowlitz Sub

Cowlitz Sub
8401 46th Ave.
Tacoma, WA 98409

Drawings showing the circuit breaker dimensions and locations in the substation, and nameplate of the equipment are attached to this document below. Please contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 if any additional information is needed.

All equipment must be removed from the substation according to the schedule described below.

Schedule:

The contractor will be provided two weeks' notice of the availability of the site. Tacoma Power will make sure that the Oil Circuit Breaker is drained of oil and available for removal. The contractor will be allowed no more than **1 working day** to remove all listed equipment from the substation. If the availability of the substation is delayed, 1 full day will still be available for removal.

All work in the substations or on Tacoma Power property will be attended by a qualified Tacoma Power electrician as required by state electrical safety regulations. Tacoma Power will supply a qualified electrician between the hours of 8 am to 12 pm and 12:30 pm to 4:30 pm for the duration of the 1-day period, at no charge to the contractor. The contractor may arrange for additional hours at their own expense according to the cost schedule listed below. The contractor must provide at least 24-hour's notice of any schedule extension beyond the times listed above. All additional work, including normal lunch periods, extended work days, and weekends, will be the responsibility of the contractor at the following rates:

Cost for on-site supervision:

\$111.53 per hour for weekdays between 8 am to 12 pm and 12:30 pm to 4:30 pm, not including ½ hour for lunch between noon and 12:30 pm.

\$156.59 per hour for all additional overtime and lunch periods worked by the on-site supervising electrician.

If the contractor fails to complete equipment removal from the station by the end of the allowed time, they will not be allowed into the substation and all remaining electrical equipment will be forfeited in the interest of preparing the site for necessary construction. There will be no refunds for failure to meet this schedule.

Oil Spill Prevention:

Washington state environmental regulations require the reporting and cleanup of all oil spills, even very small spills. The contractor will not be allowed to spill any oil during removal of the transformer. This includes oil from the transformer and equipment used during the removal process, including hydraulic systems. Oil contaminated materials will not be allowed to be placed on unprotected soils and the contractor must be prepared for all weather conditions. Work practices that are considered unsafe or likely to result in oil contamination will be stopped by the Tacoma Power supervisor until deficiencies are corrected. No additional removal time will be allowed for work stopped due to improper practices. All oil spilled will be remediated to state and Tacoma Power standards at the contractor's cost.

Work Plan:

The contractor must supply a brief work plan with their bid that includes general information about their process for removing the equipment including bushing pick up from the transformer shop, general process for dismantling the equipment, expected schedule (including weekend and overtime work) for Tacoma Power planning needs, and the general process for preventing oil spills.

The bidder with the highest acceptable bid will be notified and must supply a detailed work plan within 10 days. The specific requirements for the work plan will be detailed by Tacoma Power when the notification is made. A detailed work plan may not be necessary depending on the plan submitted with the bid. Failure to supply an acceptable work plan within 10 days may be grounds to reject the bid.

Safety:

The contractor must abide by all safety regulations while working on Tacoma Power property. Special attention includes, but is not limited to, fall protection, confined space entry, and lead exposure for work on the equipment. All high voltage power lines located near the equipment will be de-energized and there should be enough clearance to place a crane to lift the equipment for loading/size reduction purposes. The contractor must maintain proper clearance, as directed by the on-site safety watch, from all energized lines.

Every Tacoma Power employee is acutely aware of safe operating practices and is authorized to stop any work they consider to be unsafe. The contractor will abide by any direction to stop work for safety reasons upon notice by any Tacoma Power employee. The contractor will immediately correct any condition or practice determined to be unsafe. No time extension will be allowed for work stoppage due to unsafe work practices.

McGRAW-EDISON
POWER SYSTEMS DIVISION
CANNONBURG, PA. 15017-1432

CURRENT TRANSFORMER TYPE CE-20
SUBTRACTIVE POLARITY - 60 CYCLES

A70247P-5
S200-80-2
10LR00

WINDING DEVELOPMENT

X1	X2	X3	X4	X5
0	0	0	0	0
100T	100T	100T	100T	100T

RATIO TURNS TAPS

RATIO	TURNS	TAPS
3000:5	80	X1-X4
400:5	80	X1-X2
500:5	100	X4-X5
500:5	180	X2-X3
1100:5	220	X2-X4
1200:5	240	X1-X3
1500:5	300	X1-X4
1800:5	320	X2-X5
2000:5	400	X1-X5

CRCT LOCATION
PER 1-3-5 2-4-6

OWER 1-3-5 2-4-6
TA-10528

McGRAW-EDISON **POWER SYSTEMS DIVISION** **OIL CIRCUIT BREAKER**

TYPE **AND-50-115-10,000** SERIAL NO. **74355**

PURCHASE CHECK OR CONTRACT NO. **QPR 875** MFG. NO. **1-0218242**

RATED MAXIMUM VOLTAGE	121 KV	RATED CONTINUOUS CURRENT	1500 AC
RATED VOLTAGE RATING FACTOR	1.1	RATED INTERRUPTING CURRENT	27 KA
RATED REPULSE WITHSTANDING VOLTAGE	980 KV	RATED CLOSE AND LOCK CURRENT	75 KA
RATED FREQUENCY	60 HZ	TRIPPER BY DC PER YEAR	75
RATED INTERRUPTING TIME	3 CYCLES	TRIPPER LOCK ON	10 MIN
INTERRUPTING DUTY CYCLE	10/1000 V-C	TOTAL WEIGHT WITH OIL	5 TONS
NOMINAL INTERRUPTING RATING	10,000	RETRACTOR WEIGHT	100 LBS
YEAR OF MANUFACTURE	1975		

SPECIAL NOTICE

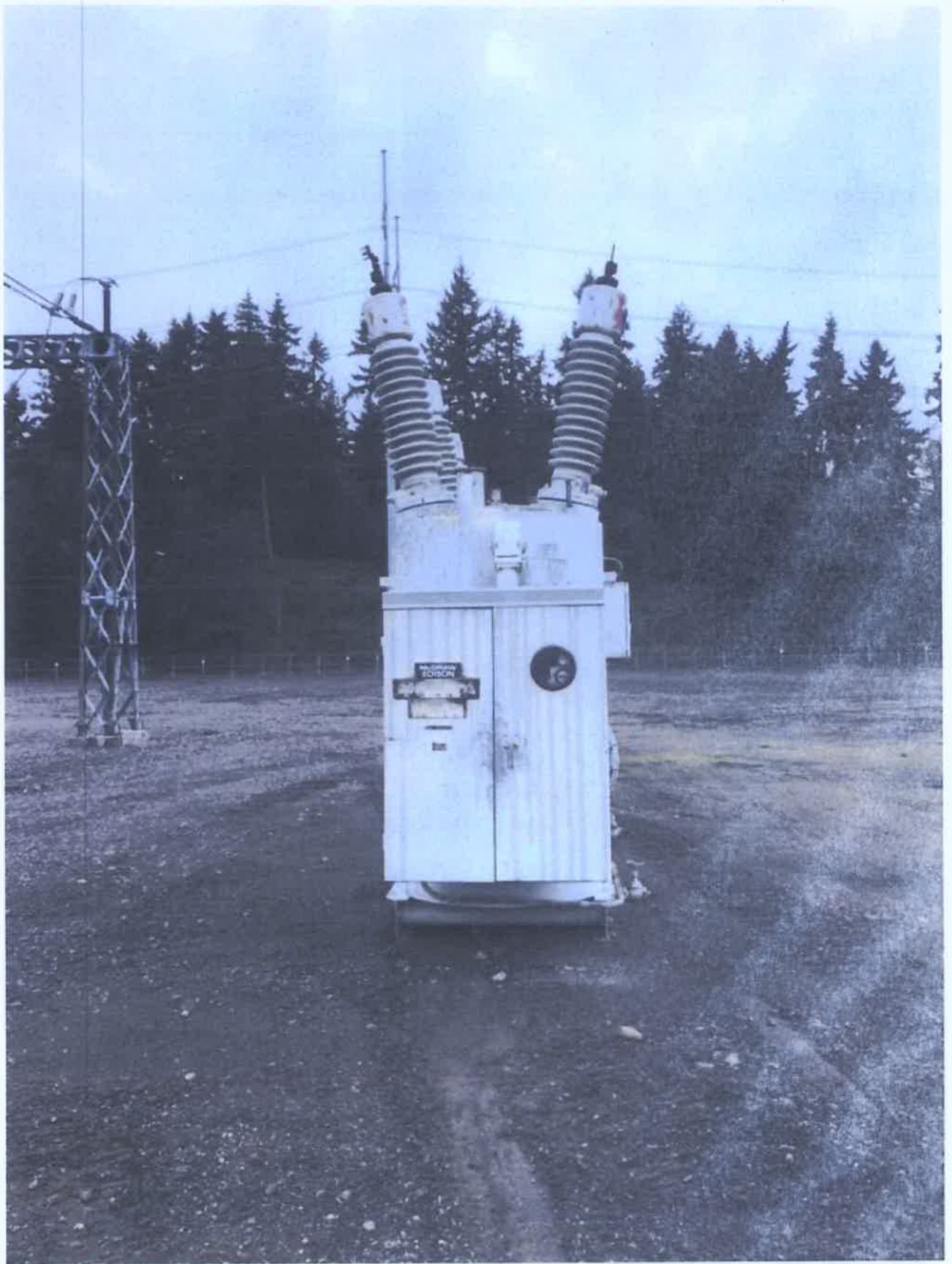
McGRAW-EDISON **POWER SYSTEMS DIVISION** CANNONBURG, PA. 15017-1432

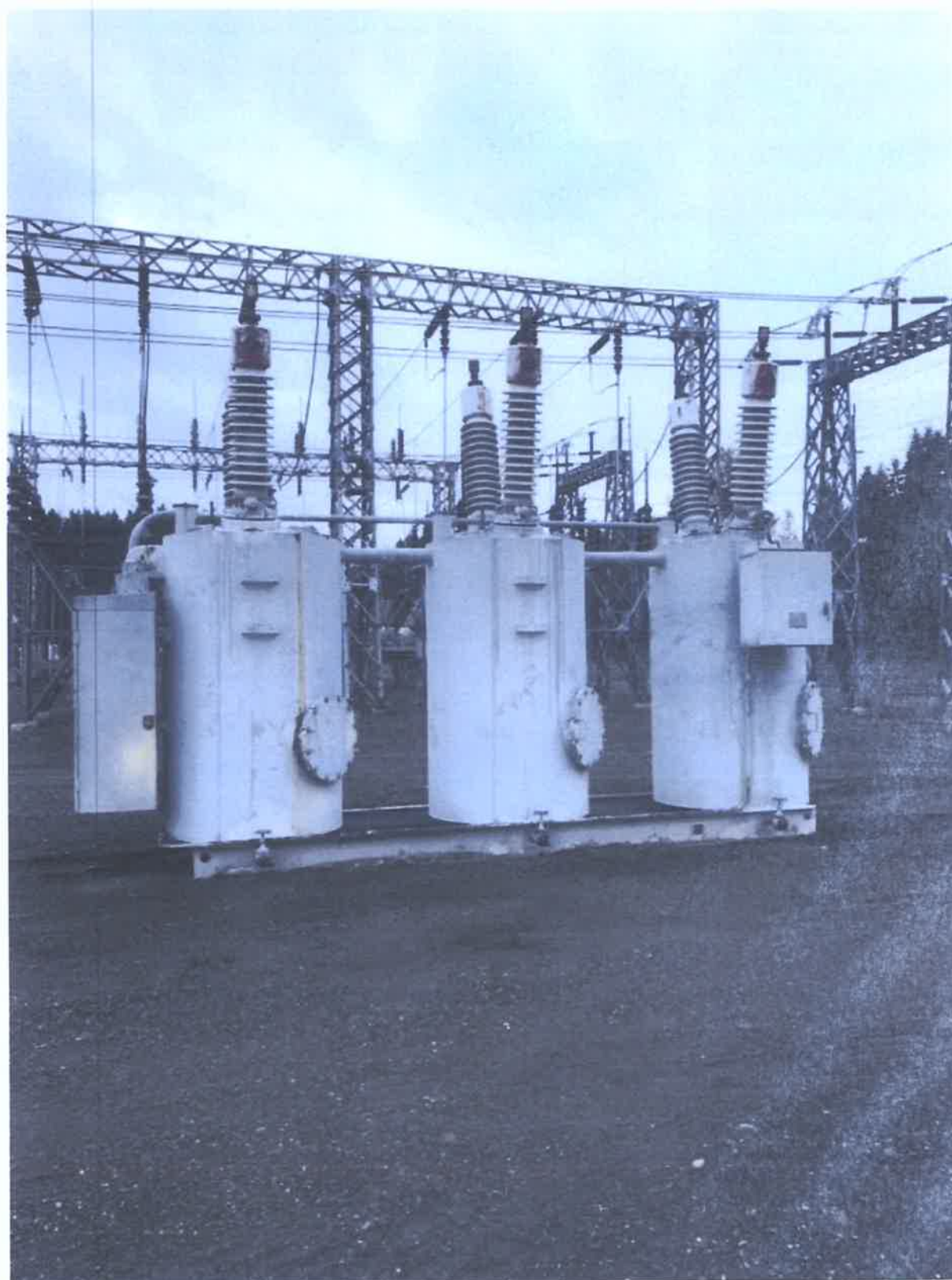
THE BREAKERS IN THIS CASKET ARE TO BE USED IN ALL
THEIR RATED VOLTAGE TO PROVIDE PROTECTIVE COORDINATION
THIS WARNING LABEL SHALL
BE CONNECTED TO BREAKER NO.

VOLTS **121** KV MVA **500**

McGRAW-EDISON **POWER SYSTEMS DIVISION** CANNONBURG, PA. 15017-1432 **OPERATING INSTRUCTIONS**

ITEM	DESCRIPTION	REMARKS
1	Check oil level	
2	Check oil pressure	
3	Check oil temperature	
4	Check oil quality	
5	Check oil level	
6	Check oil pressure	
7	Check oil temperature	
8	Check oil quality	
9	Check oil level	
10	Check oil pressure	
11	Check oil temperature	
12	Check oil quality	







City of Tacoma

Declaration of Surplus Property (DSP)

To: Purchasing Division Date: October 2.
From: T&D, C&M, Wire Shop
Contact Name: Sean Veley Phone: 253-502-8713

- ☒ Declaration of Surplus Personal Property
☐ Declaration of Surplus Real Property
☐ Declaration of Unusable Personal Property¹

¹ Items that are broken, unusable, have no commercial, salvage, or donation value, and have no special disposal requirements (e.g., hazardous metals), may be disposed by the owning department. Do not submit DSP Form to Purchasing for these items.

Description of Surplus Property

Describe Item or Attach List: 438 OH/Padmounted Transformers Fixed Asset # _____
Address/Location of Items: 3628 S. 35th St. Tacoma, Wa 98409 Accounting (for costs/proceeds): _____
Estimated Commercial or Resale Value: \$15,000 Cost Center: 561100
Minimum Acceptable Bid: \$ N/A General Ledger Acct: 6421400

I hereby certify the asset(s) listed have no further public use or the sale thereof is in the best interests of the City and declare these items as surplus according to sections 1.06.272 through 1.06.278 of the Tacoma Municipal Code. Items may be sold, transferred, donated or otherwise disposed of in accordance with the City's surplus property policies and the Tacoma Municipal Code.

Department/Division Head Signature

Date

City Manager or Director of Utilities (if over \$200,000)

Date

DISPOSAL REQUEST

(to be completed by department)

Requested Disposal Method(s):

- ☐ Intra City Transfer
Name of Department _____
☒ Bid Solicitation (Formal / Informal)
☐ Vehicle Auction (attach vehicle surplus form)
Specify Contract _____
☐ Online Auction Service
(attach online auction surplus form)
☐ Special Advertisement (attach advertisement)
Specify Newspaper _____
☐ Supplemental Mailing List (attach)
☐ Website Posting
☐ Special Disposal Requirements (e.g., environmental, regulatory)
☐ Salvage Services
Specify Contract _____
☐ Donation
☐ 2-Good-2 Toss
☐ Other: _____
☐ Okay for Disposal: _____

DISPOSAL ACTION

Internal Use Only – Purchasing Division

- ☐ Formal Bid No. _____
Resolution/Ordinance No. _____
☐ Informal Bid No. _____
☐ Online Auction ☐ Website Posting
☐ Special Advertisement ☐ Supplemental Mailings
☐ Contract Services ☐ Intra-City Transfer
☐ Salvage Services ☐ Donation
☐ Okay for Disposal ☐ 2-Good-2 Toss
Date Advertised/Posted: _____
Sale Amount: \$ _____
Sold To: Name _____
Address _____
Donated To: Name _____
Address _____
☐ Hold Harmless Release Received
Recipient is: ☐ Public Agency ☐ Non-Profit serving
... ☐ General Public ☐ Employee
Accounting, if different from above: _____

APPROVED:

Procurement and Payables Manager Date

TACOMA POWER SURPLUS EQUIPMENT Distribution Transformers

The five loads of distribution transformers, 438 in total, are available as is, where is. All the equipment will be drained of insulating oil and prepared for shipment by Tacoma Power. The currently available equipment is located at our Tacoma Public Utilities Transformer Shop.

All equipment may be examined prior to the bid deadline on a limited, escorted basis. Contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 to arrange a visit or for any other questions regarding this offering.

The PCB content of all equipment is known to be less than 45 parts per million (ppm) and listed in the attached lists of equipment.

All available transformers are located at:

Tacoma Public Utilities
4102 74th St. S.
Tacoma, WA 98409

Please contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 if any additional information is needed.

All equipment must be removed from the substation according to the schedule described below.

Schedule:

The contractor will provide 2 days' notice of the arrival of a truck to pick up transformers. Tacoma Power will make sure that each transformer is drained of oil and ready for shipment. The contractor will be allowed no more than **30 working days** to remove all listed equipment from the substation.

Oil Spill Prevention:

The successful bidder shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances.

Safety:

The contractor must abide by all safety regulations while working on Tacoma Power property. Every Tacoma Power employee is acutely aware of safe operating practices and is authorized to stop any work they consider to be unsafe. The contractor will abide by any direction to stop work for safety reasons upon notice by any Tacoma Power employee. The contractor will immediately correct any condition or practice determined to be unsafe.

Tacoma Public Utilities

Surplus Utility Equipment Inventory

Division: Power

Type of Equipment: Distribution Transformers. Overhead and pad mounted

Oil Drained and prepared for shipment.

Number or Amount of Equipment: 438



Legend:

Manufacturer:

ABB – ABB Corp, ABC – A.B. Chance, BS – Balteau-Standard, CEN – Central, CM – Central –Maloney, COR – Cortr, CTC – CTC Corp, DOW – Dowzer Electric, DS – Delta Star, EC – EC Corp, ESC – Esco, FED – Federal-Pacific, FP – Ferranti-Packard, FTW – FT Way, GAR – Gardner, GE – General Electric, HDE – Hevi-Duty Electric, HIL – Hill, HKP – H.K. Porter, HOW – Howard Ind., KUH – Kuhlman, LAR – Larkin, LM – Line Material, MAG – Magnatek, ME – McGraw-Edison, MIL – Mille, MOL – Moloney, NI – Nissho Iwai, NW – Northwest, PEN – Pennsylvania, PIO – Pioneer, PIT – Pittsburg, RAP – Rapid, RTE – RTE Corp, SOR – Sorgel, SPO – Spokane, SQU – Square D, STA – Standard, TCL – Tacoma City Light, TIE – Tierney, WAG – Wagner, WEA – Weaver, WES, W – Westinghouse, WOL - Wolf

Type:

IN - Indoor, NW - Network, OH - Overhead, PD - Padmount, RO - Regulated Output, UG- Underground, ST - Station Type, VT - Vault Type, SEC- Sectionalizer

SHIPMENT DATE

3 Phase PM

2019 LOAD # 1

DISPOSAL COMPANY

Driver signature:

ROW # 1

Page 1 of 1

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
1	1045859	35707	WES	81JL582185	\$13,563	11/1/1981	6,573	1500		85-051	<1	PM
2	1030066	35764	GE	H305716-72	\$6,317	1/1/1972	8,496	1500	X	00-094	<1	PM
3	1053187	35764	WES	88JC114046		3/14/1988	6,144	1000		MAN	<1	PM
4	1061292	35706	ABB	96J141143	\$12,766	8/1/1996	5,857	1000		MAN	<1	PM
5	1031551	36008	GE	K854619T73	\$5,574	1/1/1973	8,496	1500	X	85-031	16.0	PM
6	1051917	35734	WES	3PXC72374	\$13,561	12/8/1986	6,492	1000		MAN	<1	PM
7												
8												
9												
10												
11												
12												
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14												
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21												
22												
23												
24												
25												

TOTAL ACQUISITION VALUE \$51,781

TOTAL LOAD WEIGHT 42,058 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 2

ROW # 1

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
1	1057642	35611	GE	Q224213-YRH	\$1,596	5/26/1993	766	100		MAN	<1	OH
2	1057643	35611	GE	Q224214-YRH	\$1,596	5/26/1993	758	100		MAN	<1	OH
3	1057644	35611	GE	Q224215-YRH	\$1,596	5/26/1993	756	100		MAN	<1	OH
4	1027904	35630	RTE	702014971	\$182	1/1/1970	164	10	X	93-234	<1	OH
5	1056198	35775	GE	P988897-YXF	\$909	10/22/1991	488	25		MAN	<1	OH
6	1030457	35632	WAG	72273354	\$279	1/1/1972	338	25	X	94-102	<1	OH
7	1053151	35777	CM	288112516	\$521	2/24/1988	506	50		MAN	<1	OH
8	1109475	35775	ERMCO	A1710842894	\$635	2/25/2017	252	25		MAN	<1	OH
9	1022659	35630	DS	W-220173	\$176	1/1/1967	178	10	X	86-216	23.1	OH
10	1024800	35632	SPO	C6825680	\$428	1/1/1968	342	25	X	93-339	12.0	OH
11	1038346	35632	RTE	772020507	\$434	1/1/1977	268	25	X	93-257	<1	OH
12	1047511	35622	GE	N585767-YEW	\$697	5/24/1983	246	15	X	93-399	<1	OH
13	1035824	35634	RTE	752002705	\$495	1/1/1975	456	50	X	94-516	<1	OH
14	1059965	35774	HOW	1802641495	\$812	4/24/1995	356	25		MAN	<1	OH
15	1047442	35775	GE	N583648	\$777	5/12/1983	288	25		94-456	<1	OH
16	1024295	35632	LM	HV211210	\$315	1/1/1968	320	25	X	93-431	5.8	OH
17	1035149	35631	RTE	742028484	\$293	1/1/1974	266	15	X	93-485	<1	OH
18	1057928	35775	CM	194142522	\$755	1/26/1994	288	25		MAN	<1	OH
19	1039706	35634	STA	PJF-2850	\$676	1/1/1978	444	50	X	94-523	<1	OH
20	1056168	35774	GE	P988649	\$617	10/11/1991	284	15		MAN	<1	OH
21	1061793	35777	GE	1313240697	\$1,161	2/25/1997	494	50		MAN	<1	OH
22	1061790	35777	HOW	1313100697	\$1,161	2/25/1997	500	50		MAN	<1	OH
23	1061796	35777	HOW	1313370697	\$1,161	2/25/1997	572	50		MAN	<1	OH
24	1049618	35775	KUH	3602548284	\$677	12/1/1984	356	25		94-472	<1	OH
25	1043819	35775	CM	1792210-16	\$505	8/27/1980	308	25		19-114		OH

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 2

ROW # 1

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
26	1001531	35774	LM	1516625	\$235	1/1/1955	234	15		94-503	13.0	OH
27	1020445	35775	ME	2200063	\$267	1/1/1965	376	25		93-564	2.07	OH
28	1053016	36297	CM	188138506	\$2,384	2/8/1998	1,228	167		MAN	<1	OH
29	1038682	35632	RTE	772022925	\$434	1/1/1997	278	25	X	93-187	<1	OH
30	1063979	35777	CPR	0038026306	\$1,076	5/4/2000	440	50		MAN	<1	OH
31	1028135	35630	WAG	71220210	\$174	1/1/1971	222	10		94-365	4.0	OH
32	1055132	35777	HOW	1418723990	\$1,086	10/16/1990	528	50		MAN	<1	OH
33	1050977	35775	GE	P040697	\$710	12/19/1985	302	25		92-044	<1	OH
34	1021477	35774	AC	3775519	\$217	1/1/1965	252	15		94-385	4.0	OH
35	1028307	35632	WAG	71240046	\$268	1/1/1971	338	25	X	94-259	<1	OH
36	1060042	35774	HOW	1757241495	\$686	1/1/1975	270	15		MAN	<1	OH
37												
38												
39												
40												
41												
42												
43												
44												
45												
46												
47												
48												
49												
50												

ACQUISITION VALUE ROW # 1 \$25,991

WEIGHT ROW # 1 14,462 lbs.

SHIPMENT DATE _____
DISPOSAL COMPANY _____

LOAD # 2

ROW # 2

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
1	1025760	35652	DS	W-242554	\$741	1/1/1969	798	100	X	99-002	2.0	OH
2	1106715	57017	GE	M12C17560	\$941	5/1/2012	252	25		MAN	<1	OH
3	1003287	35782	GE	9811269	\$182	00/00	196	10		93-567	4.9	OH
4	1046298	35622	RTE	821044198	\$674	7/9/1982	270	15	X	93-335	<1	OH
5	1021370	35783	WES	65AL577	\$217	1/1/1965	264	15		91-029	<1	OH
6	1036757	35784	RTE	762016252	\$376	00/1976	262	25		94-448	<1	OH
7	1049166	35625	RTE	841135249	\$1,149	10/30/1984	592	50	X	MAN	<1	OH
8	1054223	35809	CM	289439005		12/15/1989	222	10		MAN	<1	OH
9	1019989	35774	AC	3510545	\$216	00/1969	220	15		94-470	6.0	OH
10	1035529	35632	RTE	742029761	\$326	00/1974	262	25	X	94-410	<1	OH
11	1036128	35632	RTE	752008594	\$495	00/1975	268	25	X	93-405	<1	OH
12	1041468	35632	RTE	792015850	\$437	6/28/1979	290	25	X	93-397	<1	OH
13	1037609	35632	RTE	772003908	\$434	00/1977	274	25	X	93-472	<1	OH
14	1063977	35777	CPR	0038026304	\$1,076	00/2000	440	50		MAN	<1	OH
15	1055133	35777	HOW	1418733990	\$1,086	10/16/1990	524	50		MAN	<1	OH
16	1064768	35777	CPR	0202168845	\$822	1/10/2003	324	25		MAN	<1	OH
17	1055131	35777	HOW	1418703990	\$1,086	10/16/1990	524	50		MAN	<1	OH
18	1046343	35625	RTE	821030659	\$1,155	7/9/1982	560	50	X	93-411	<1	OH
19	1105218	35802	ERMCO	50908895206	\$2,321	5/20/2009	556	75		MAN	<1	OH
20	1040454	35775	ME	78VJ083110	\$396	1/1/1978	278	25		94-640	<1	OH
21	1057276	35774	ABB	93A102139	\$537	3/15/1993	308	15		MAN	<1	OH
22	1001999	35782	GARDNER	92906	\$182	1/1/1970	290	10		88-152	<1	OH
23	1036906	35634	RTE	762015523	\$559	00/1976	460	50	X	93-070	<1	OH
24	1037671	35784	RTE	772005151	\$411	5/31/1977	264	25		93-589	<1	OH
25	1036228	35634	RTE	752009565	\$495	00/1975	450	50		93-079	<1	OH

SHIPMENT DATE

LOAD # 2

DISPOSAL COMPANY

ROW # 2

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
26	1030040	35635	WAG	72243080	\$279	00/1972	340	25	X	94-518	<1	OH
27	1036179	35632	RTE	752009966	\$326	00/1975	264	25	X	94-504	<1	OH
28	1020742	35774	WES	65AE6702	\$217	6/1/1965	262	15		87-157	<1	OH
29	1029584	35632	WAG	72042522	\$286	0/1972	340	25	X	93-316	<1	OH
30	1102638	35784	CPR	0655098867	\$466	7/20/2006	250	25		MAN	<1	OH
31	1101790	35775	CPR	0502047112	\$396	5/12/2005	246	25		MAN	<1	OH
32	1049964	35625	RTE	851010211	\$1,137	7/30/1985	592	50	X	MAN	<1	OH
33	1039984	35816	STA	PJH3594	\$1,619	1/1/1978	1,032	167		87-059	<1	OH
34	1030646	35634	WAG	72362780	\$419	0/1972	482	50	X	93-293	5.0	OH
35	1042097	35632	RTE	792018011	\$427	7/23/1979	276	25	X	93-117	<1	OH
36	1027133	35630	AC	5328010	\$193	0/1970	212	10	X	93-113	3.1	OH
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ACQUISITION VALUE ROW # 2 \$22,079

WEIGHT ROW # 2

13,444 lbs.

SHIPMENT DATE _____
DISPOSAL COMPANY _____

LOAD # 2
ROW # 3

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
1	1033283	35630	WES	73AL12454	\$212	00/1973	188	10	X	93-109	<1	OH
2	1036882	35632	RTE	762014796	\$386	1/1/1976	270	25	X	88-033	<1	OH
3	1022470	35632	DS	W220107	\$283	3/30/1967	334	25	X	93-293	<12.0	OH
4	1053353	35629	HOW	68560-3188	\$411	8/31/1988	196	5	X	MAN	<1	OH
5	1062304	35776	CPR	97NL564041	\$792	11/24/1997	334	37		MAN	<1	OH
6	1021839	35629	DS	W216518	\$176	8/4/1966	194	10	X	95-162	<1	OH
7	1049538	35775	KUH	3602542384	\$677	11/29/1984	368	25		93-663	<1	OH
8	1029198	35607	RTE	711022719	\$303	1/1/1971	310	25		94-183	<1	OH
9	1032047	35632	STA	PEH5241	\$320	00/1973	328	25	X	94-117	<1	OH
10	1029213	35607	RTE	711022734	\$303	00/1971	316	25		94-183	<1	OH
11	1054389	35622	RTE	901004938	\$519	2/2/1990	250	15	X	MAN	<1	OH
12	1051643	35775	WES	86A360449	\$701	9/15/1986	366	25		MAN	<1	OH
13	1022246	35773	WAG	5X12531	\$175	2/28/1967	196	10		94-530	<1	OH
14	1029210	35607	RTE	711022731	\$303	00/1971	312	25		94-183	<1	OH
15	1020706	35810	DS	W204629	\$244	00/1965	238	15		94-183	2.0	OH
16	1036065	35625	RTE	752008092	\$495	00/1975	448	50	X	93-551	<1	OH
17	1038753	36632	RTE	772005866	\$434	00/1977	258	25	X	93-112	<1	OH
18	1062293	35776	CPR	97NL564028	\$792	11/24/1997	334	37		MAN	<1	OH
19	1030813	35632	WAG	72403341	\$279	00/1972	336	25	X	93-280	<1	OH
20	1036681	35627	RTE	761048640	\$386	00/1976	796	100	X	93-479	<1	OH
21	1036680	35627	RTE	761044865	\$386	00/1976	782	100	X	93-479	<1	OH
22	1036682	35627	RTE	761048641	\$386	00/1976	786	100	X	93-479	<1	OH
23	1042356	35632	RTE	792017180	\$437	7/27/1979	286	25	X	92-208	<1	OH
24	1040368	35625	KUL	3673203678	\$617	00/1978	460	50		93-073	<1	OH
25	1022563	35781	DS	W221829	\$153	00/1967	174	10		94-012	<1	OH

SHIPMENT DATE
DISPOSAL COMPANY

LOAD # 2

ROW # 3

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
26	1022588	35786	DS	W221855	\$379	00/1967	520	50		94-012	<1	OH
27	1057057	35776	ABB	93A092187	\$701	3/5/1993	398	37		MAN	<1	OH
28	1023679	35783	AC	4328727	\$176	1/1/1979	210	10		94-012	19.4	OH
29	1026142	35634	FP	2-122089	\$428	00/1969	506	50	X	92-215	2.2	OH
30	1054551	35775	HOW	26934-1090	\$626	3/23/1990	340	25		MAN	<1	OH
31	1052767	35623	RTE	871119757	\$585	19/21/1987	312	25	X	MAN	<1	OH
32	1027157	35630	AC	5328034	\$193	00/1970	214	10		93-407	<1	OH
33	1044488	35777	KUH	3022130980	\$688	12/15/1980	470	50		93-278	<1	OH
34	1058271	35775	CM	194476004	\$755	5/31/1994	294	25		MAN	<1	OH
35	1031110	35632	WAG	72443274	\$279	00/1972	336	25	X	92-207	26.0	OH
36	1028662	35632	WAG	71240082	\$268	1/1/2000	342	25	X	94-258	<1	OH
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ACQUISITION VALUE ROW # 3 \$15,248

WEIGHT ROW # 3

12802 lbs.

TOTAL ACQUISITION VALUE \$63,318

TOTAL LOAD WEIGHT

40,708 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 3

ROW # 1

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
1	1038169	35632	RTE	772006835	\$434	00/1977	272	25	X	93-067	<1	OH
2	1038351	35632	RTE	772020519	\$434	00/1977	270	25	X	93-067	<1	OH
3	1021503	35774	AC	4022607	\$217	00/1966	254	15		94-385	16	OH
4	1038714	35632	RTE	772022958	\$434	00/1977	276	25	X	93-109	<1	OH
5	1042518	35775	RTE	792019657	\$437	8/2/1979	274	25	X	93-277	<1	OH
6	1023246	35775	AC	4468900	\$282	00/1967	336	25		94-531	2	OH
7	1044211	35623	CM	2803245-3	\$592	11/14/1980	338	25		93-413	<1	OH
8	1039596	35774	STD	PJF2728	\$359	1/5/1978	218	15		94-012	<1	OH
9	1033440	35634	FP	2-146697	\$395		522	50	X	93-150	3.5	OH
10	1028770	35632	WAG	71251141	\$268	00/1971	350	25	X	94-531	<1	OH
11	1049130	35625	RTE	841135255	\$1,149	10/29/1984	592	50	X	19-063	<1	OH
12	1103506	35775	ERMCO	90708574647	\$889	9/18/2007	232	25		MAN	<1	OH
13	1037999	35632	RTE	772005857	\$434	00/1977	270	25	X	93-073	<1	OH
14	1041512	35623	RTE	792015090	\$427	6/28/1979	278	25	X	93-276	<1	OH
15	1029789	35632	WAG	72232478	\$279	00/1972	344	25	X	94-102	<1	OH
16	1064722	35777	CPR	0238036081	\$1,002	12/27/2002	484	50		MAN	<1	OH
17	1027053	35632	RTE	702009371	\$290	1/1/1970	314	25	X	94-165	<1	OH
18	1002095	35783	WES	S55E0866	\$235	00/1955	242	15		93-560	<1	OH
19	1051719	35623	WES	86A360499	\$701	9/18/1986	368	25		MAN	<1	OH
20	1028755	35632	WAG	71251121	\$268	00/1971	340	25	X	93-485	<1	OH
21	1061044	35775	HOW	2410-332496	\$814	7/9/1996	362	25		MAN	<1	OH
22	1053577	35775	RTE	881134629	\$530	10/19/1998	298	25		MAN	<1	OH
23	1100994	35775	CPR	CP0402128544	\$396	9/29/2004	242	25		MAN	<1	OH
24	1036021	35634	RTE	752007310	\$495	00/1975	454	50	X	94-496	<1	OH
25	1060062	35775	HOW	1816671595	\$812	4/25/1995	364	25		MAN	<1	OH

SHIPMENT DATE

2019 LOAD# 3

DISPOSAL COMPANY

ROW # 1

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
26	1046779	35632	RTE	821051916	\$723	8/19/1982	322	25	X	85-079	<1	OH
27	1054391	35622	CPR	901004940	\$519	2/2/1990	252	15	X	MAN	<1	OH
28	1040307	35779	ME	78VJ083007	\$396	00/1978	278	25		94-029+	<1	OH
29	1062430	35775	CPR	97NL563140	\$705	12/1/1997	280	25		MAN	<1	OH
30	1055088	35775	HOW	1407323990	\$626	10/10/1990	338	25		MAN	<1	OH
31	1047992	35622	GE	N631049	\$706	10/3/1983	254	15		MAN	<1	OH
32	1057379	35775	ABB	93A112669	\$604	3/26/1993	386	25		MAN	<1	OH
33	1055086	35775	HOW	1407303990	\$626	10/10/1990	344	25		MAN	<1	OH
34	1106545	35784	GE	M11J16374	\$734	12/7/2011	248	25		MAN	<1	OH
35	1038575	35632	RTE	772020475	\$434	00/1977	278	25	X	93-698	<1	OH
36	1020639	35774	WES	65AE6692	\$217	00/1965	260	15		94-029	<1	OH
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ACQUISITION VALUE ROW # 1 \$18,863

WEIGHT ROW # 1 11,534 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

2019 LOAD # 3

ROW # 2

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	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
1	1038871	35632	RTE	772023723	\$434	00/1977	280	25	X	93-115	<1	OH
2	1103522	35775	ERMCO	90708574663	\$889	9/18/2007	236	25		MAN	<1	OH
3	1051358	35775	WES	85A263392	\$701	7/14/1986	368	25		MAN	<1	OH
4	1106553	35784	GE	M11J16382	\$734	12/7/2011	242	25		MAN	<1	OH
5	1055087	35775	HOW	1407313990	\$414	10/10/1990	342	25		MAN	<1	OH
6	1027229	35632	RTE	702016597	\$290	00/1970	312	25	X	94-021	<1	OH
7	1047409	35775	GE	N581634	\$777	5/1/1983	292	25		94-452	<1	OH
8	1040475	35775	ME	78VK034014	\$396	1/1/1978	278	25		94-428	<1	OH
9	1046354	35625	RTE	821032132	\$1,155	7/14/1982	562	50	X	94-539	<1	OH
10	1038935	35631	RTE	772022856	\$362	00/1977	208	15	X	93-105	<1	OH
11	1031286	35632	WAG	72472769	\$279	1/1/1972	332	25	X	94-107	<1	OH
12	1049069	35634	RTE	841116426	\$1,191	10/10/1984	606	50	X	88-081	<1	OH
13	1060480	35775	HOW	1855421595	\$812	5/2/1995	358	25		MAN	<1	OH
14	1038568	35632	RTE	772020465	\$434	1/1/1977	276	25	X	94-422	<1	OH
15	1032653	35783	WES	68AC9761	\$150	1/1/1970	242	15		94-502	<1	OH
16	1033239	35632	WES	73AL5629	\$212	00/1973	192	10	X	93-106	<1	OH
17	1031796	35651	RTE	731016184	\$645	1/1/1973	638	75	X	91-099	<1	OH
18	1038855	35632	RTE	772023706	\$434	00/1977	278	25	X	93-111	<1	OH
19	1050719	35773	GE	N964489	\$532	8/27/1985	210	10		MAN	<1	OH
20	1029491	35632	WAG	72021822	\$286	1/1/1972	338	25	X	93-186	<1	OH
21	1039970	35634	STA	PJH3430	\$676	0/0/1978	450	50	X	93-640	<1	OH
22	1035426	35652	RTE	751001600	\$848	00/1975	868	100	X	94-675	<1	OH
23	1038669	35623	RTE	772022912	\$434	1/1/1977	278	25	X	94-637	<1	OH
24	1035210	35809	CM	1743967-8	\$352	00/1974	194	10		94-179	<1	OH
25	1029948	35632	WAG	72232489	\$279	1/1/1972	342	25	X	94-021	<1	OH

SHIPMENT DATE
DISPOSAL COMPANY

2019 LOAD # 3

ROW # 2

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
26	1052725	35622	RTE	871116792	\$565	10/9/1987	270	15	X	MAN	<1	OH
27	1058211	35776	CM	194476221	\$887	5/26/1994	386	37		MAN	<1	OH
28	1103446	35775	ERMCO	90708574587	\$889	9/18/2007	236	25		MAN	<1	OH
29	1105217	35802	ERMCO	509008895205	\$2,321	5/20/2009	548	75		MAN	<1	OH
30	1105216	35802	ERMCO	50908895204	\$2,321	5/20/2009	556	75		MAN	<1	OH
31	1044039	35625	KUH	3020572480	\$688	10/16/1980	470	50		94-499	<1	OH
32	1058044	35776	CM	194476115	\$887	5/24/1994	390	37		MAN	<1	OH
33	1027258	35632	RTE	702016604	\$290	00/1970	314	25	X	93-629	<1	OH
34	1027714	35632	RTE	702017299	\$290	00/1970	314	25	X	93-598	<1	OH
35	1041225	35774	CM	2791756-33	\$415	5/8/1979	314	25		94-523	<1	OH
36	1028218	35632	WAG	71220248	\$268	00/1971	340	25	X	94-086	<1	OH
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ACQUISITION VALUE ROW # 2 \$23,537

WEIGHT ROW # 2 12,860 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

2019 LOAD # 3

ROW # 3

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
1	1045520	35777	KUH	3036950381	\$824	9/29/1981	466	50		93-497	<1	OH
2	1053354	35630	HOW	68561-3188	\$411	8/31/1988	194	5	X	MAN	<1	OH
3	1051474	35783	CM	2863347-11	\$600	7/29/1986	280	15		MAN	<1	OH
4	1106552	35784	GE	M11J16381	\$734	12/7/2011	244	25		MAN	<1	OH
5	1041619	35775	CM	1792710-11	\$415	7/3/1979	312	25		19-070	<1	OH
6	1045362	35625	DOW	81D2147419	\$923	9/15/1981	502	50	X	93-165	<1	OH
7	1061078	35622	HOW	2412792496	\$699	7/16/1996	228	15	X	MAN	<1	OH
8	1060056	35775	HOW	1816951595	\$812	4/25/1995	366	25		MAN	<1	OH
9	1042718	35651	RTE	792021220	\$878	8/20/1979	658	75	X	86-199	<1	OH
10	1049006	35777	KUH	3095821084	\$973	9/14/1984	540	50		86-192	<1	OH
11	1043260	35777	KUH	3695843779	\$565	11/6/1979	466	50		88-040	<1	OH
12	1031374	35632	WAG	72472770	\$279	1/1/1972	334	25	X	90-066	<1	OH
13	1051507	35777	WES	86A323894	\$955	8/18/1986	474	50		MAN	<1	OH
14	1038739	35632	RTE	772022845	\$362	00/1977	206	15	X	93-688	<1	OH
15	1038433	35632	RTE	772022070	\$434	00/1977	276	25	X	93-072	<1	OH
16	1060633	35774	HOW	3363424195	\$711	10/30/1995	268	15		MAN	<1	OH
17	1044667	35625	KUH	3072214-6880	\$801	1/1/1981	562	50	X	94-311	<1	OH
18	1035048	35631	RTE	742012348	\$293	00/1974	226	15	X	93-637	<1	OH
19	1026901	35632	RTE	702005391	\$290	00/1970	312	25	X	93-660	<1	OH
20	1037867	35632	RTE	772004830	\$434	00/1977	268	25	X	93-255	<1	OH
21	1044678	35786	KUH	3022181980	\$688	1/19/1981	474	50		94-074	<1	OH
22	1044677	35786	KUH	3022181880	\$688	1/19/1981	478	50		94-074	<1	OH
23	1035159	35631	RTE	742028500	\$293	00/1974	222	15	X	93-150	<1	OH
24	1038443	35632	RTE	772022080	\$434	00/1977	272	25	X	93-115	<1	OH
25	1049651	35777	KUH	3602575084	\$973	12/17/1984	536	50		87-046	<1	OH

SHIPMENT DATE _____
DISPOSAL COMPANY _____

2019 LOAD # 3

ROW # 3

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
26	1036982	35634	RTE	762016802	\$559	00/1976	466	50	X	93-064	<1	OH
27	1063978	35777	CPR	0038026305	\$1,076	5/4/2000	440	50		MAN	<1	OH
28	1033489	35634	FP	2-146746	\$395		540	50	X	93-196	<1	OH
29	1045610	35777	KUH	3036954881	\$824	10/8/1981	468	50		93-260	<1	OH
30	1044629	35625	KUH	3022143880	\$801	1/1/1981	568	50	X	94-311	<1	OH
31	1051476	35783	CM	2863347-25	\$600	7/29/1986	276	15		MAN	<1	OH
32	1035363	35632	RTE	742028563			284	25	X	94-261	<1	OH
33	1045611	35777	KUH	3036954981	\$824	10/8/1981	468	50		93-260	<1	OH
34	1045612	35777	KUH	3036955081	\$824	10/8/1981	464	50		93-260	<1	OH
35	1047765	35623	GE	N627579	\$786	9/1/1981	292	25	X	94-253	<1	OH
	Drum containing the following:						46					
36	Solid insulation transformer			3748739			62			19-059	<1	PT
37	Solid insulation transformer			3748740			62			19-002	<1	PT
38	Oil filled drain coil 1 (Drained)			None			9			19-002	8.47	PT
39	Oil filled drain coil 2 (Drained)			None			9			19-002	14.2	PT
40	Oil filled drain coil 3 (Drained)			None			9			19-059	14.3	PT
41	Oil filled drain coil 4 (Drained)			None			9			19-059	10.1	PT
42												
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ACQUISITION VALUE ROW # 3 \$22,158

WEIGHT ROW # 3 13636 lbs.

TOTAL ACQUISITION VALUE \$64,558

TOTAL LOAD WEIGHT 38,030 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 4

ROW # 1

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
1	1050468	35631	CM	2852735-33	\$651	7/9/1985	274	15	X	MAN	<1	OH
2	1053576	35775	RTE	881134628	\$530	10/19/1988	298	25		MAN	<1	OH
3	1060694	35775	HOW	3364824195	\$872	10/30/1995	364	25		MAN	<1	OH
4	1030745	35634	WAG	72362793	\$419	00/1972	480	50	X	94-379	<1	OH
5	1056100	35775	GE	P979232-YWF	\$909	9/27/1991	492	25		MAN	<1	OH
6	1043259	35775	KUL	3695843679	\$565	11/6/1979	456	50		88-040	<1	OH
7	1043261	35775	KUL	3695843879	\$565	11/6/1979	458	50		88-040	<1	OH
8	1031290	35632	WAG	72472774	\$279	1/1/1972	330	25	X	90-087	<1	OH
9	1053139	35777	CM	288112502	\$521	2/24/1988	508	50		MAN	<1	OH
10	1044676	35786	KUL	3022181780	\$688	1/9/1981	472	50		94-074	<1	OH
11	1048808	35623	WES	84A311494	\$747	8/1/1984	360	25	X	MAN	<1	OH
12	1048761	35775	KUL	3095560684	\$670	8/17/1984	366	25		93-573	<1	OH
13	1048749	35631	RTE	841101802	\$669	8/17/1984	254	15	X	17-111	<1	OH
14	1038663	35632	RTE	772022906	\$434	00/1977	278	25	X	93-186	<1	OH
15	1032095	35632	STA	PEI5676	\$320	00/1973	336	25	X	94-507	<1	OH
16	1038678	35632	RTE	772022921	\$434	00/1977	276	25	X	93-186	<1	OH
17	1049635	35777	KUL	3602573484	\$973	12/17/1984	538	50		93-278	<1	OH
18	1038705	35632	RTE	772022949	\$434	00/1977	274	25	X	93-186	<1	OH
19	1030569	35630	WAG	72273147	\$181	9/1/1972	224	10	X	92-135	<1	OH
20	1105655	35775	ERMCO	21009008036	\$1,093	2/25/2010	250	25		MAN	<1	OH
21	1040042	35811	RTE	782027411	\$463	1/1/1978	276	25		85-074	<1	OH
22	1060866	35774	HOW	3386374195	\$711	12/26/1995	264	15		MAN	<1	OH
23	1021495	35786	DS	W214055	\$379	00/1966	506	50		93-186	9.6	OH
24	1030659	35634	WAG	72362808	\$419	00/1972	476	50	X	03-110	4.2	OH
25	1021974	35784	DS	W214035	\$153		178	10		88-152	<1	OH

OH

SHIPMENT DATE _____
DISPOSAL COMPANY _____

2019 LOAD # 4

ROW # 1

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
26	1050961	35775	GE	P040770-YMY	\$710	12/19/1985	306	25		94-393	<1	OH
27	1034258	35630	WES	74AA9379	\$212	00/1974	196	10	X	90-041	<1	OH
28	1028872	35632	WAG	71251288	\$268	00/1971	340	25	X	92-216	<1	OH
29	1050471	35631	CM	2852735-37	\$651	7/9/1985	280	15		MAN	<1	OH
30	1049504	35777	KUH	3602571384	\$973	11/29/1984	542	50		93-315	<1	OH
31	1049505	35777	KUH	3602571584	\$973	11/29/1984	534	50		93-312	<1	OH
32	1046315	35625	RTE	821029595	\$1,155	7/14/1982	568	50	X	93-396	<1	OH
33	1020960	35634	GE	G417059-65	\$599	1/1/1965	500	50	X	87-033	<1	OH
34	1050973	35775	GE	P040682-YMY	\$710	12/19/1985	306	25		93-363	<1	OH
35	1033300	35632	STD	PEK6779	\$320	00/1973	339	25	X	92-215	<1	OH
36	1039960	34634	STD	PJG3308	\$676	00/1978	446	50	X	93-186	<1	OH
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ACQUISITION VALUE ROW # 1 \$21,326

WEIGHT ROW # 1 13,345 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 4

ROW # 2

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
1	1050932	35775	GE	P040708-YMY	\$710	12/1/1985	306	25		94-376	<1	OH
2	1050968	35775	GE	P040623-YMY	\$710	12/1/1985	308	25		94-361	<1	OH
3	1050975	35775	GE	P040695-YMY	\$710	12/19/1985	306	25		93-364	<1	OH
4	1050974	35775	GE	P040693-YMY	\$710	12/19/1985	306	25		93-364	<1	OH
5	1030272	35630	WAG	72273077	\$181	00/1972	222	10	X	94-117	<1	OH
6	1021875	35775	AC	4070975	\$267	8/11/1966	336	25		94-046	<1	OH
7	1025218	35630	AC	4904240	\$203	00/1969	216	10	X	92-158	11.0	OH
8	1060222	35775	HOW	1816421595	\$812	4/27/1995	368	25		MAN	<1	OH
9	1048264	35623	GE	699933	\$800	2/15/1984	294	25	X	94-278	<1	OH
10	1033493	35634	FP	2-146750	\$395	8/5/1975	522	50	X	94-047	13.4	OH
11	1035334	35632	RTE	742029139	\$326	00/1974	262	25	X	93-085	<1	OH
12	1042429	35622	RTE	792017094	\$355	8/2/1979	206	15	X	93-249	<1	OH
13	1038067	35632	RTE	772005929	\$434	00/1977	268	25	X	93-472	<1	OH
14	1057322	35775	ABB	93A101476	\$604	3/16/1993	284	25		MAN	<1	OH
15	1044121	35775	CM	2803246-20	\$505	11/1/1980	308	25		94-396	<1	OH
16	1102386	35775	CPR	0655087779	\$416	3/26/2006	248	25		MAN	<1	OH
17	1039645	35774	STD	PJF-2782	\$359	5/1/1978	216	15		93-550	<1	OH
18	1061709	35774	HOW	1240300597	\$689	2/19/1997	272	15		MAN	<1	OH
19	1040462	35775	ME	78VK034001	\$396	1/1/1978	278	25		93-664	<1	OH
20	1026705	35632	RTE	702001980	\$290	00/1970	318	25	X	93-609	<1	OH
21	1025695	35652	DS	W-242553	\$741	1/1/1969	790	100	X	99-002	<1	OH
22	1032309	35634	FP	2-146512	\$395	00/1973	522	50	X	94-105	4.2	OH
23	1044175	35623	CM	Z803244-18	\$592	11/12/1980	340	25	X	94-011	<1	OH
24	1048575	35623	WES	84A273504	\$747	7/24/1984	356	25	X	93-329	<1	OH
25	1053134	35776	CM	288112405	\$709	2/25/1988	500	37		MAN	<1	OH

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 4

ROW # 2

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
26	1052343	35776	CM	2872777-74	\$709	5/20/1987	492	37		MAN	<1	OH
27	1050148	35653	CM	1853380-11	\$2,707	5/21/1985	1,270	167	X	MAN	<1	OH
28	1050147	35653	CM	1853380-08	\$2,707	5/21/1985	1,276	167	X	MAN	<1	OH
29	1050146	35653	CM	1853380-01	\$2,707	5/21/1985	1,274	167	X	MAN	<1	OH
30	1025759	35652	DS	W-242550	\$741	1/1/1969	808	100	X	99-002	<1	OH
31	1030812	35632	WAG	72403365	\$279	00/1972	336	25	X	93-280	<1	OH
32	1039075	35632	RTE	772023678	\$362	00/1977	208	15	X	93-268	<1	OH
33	1050866	35775	GE	P040593-YMY	\$710	12/16/1985	300	25		93-573	<1	OH
34	1028079	35632	WAG	71220378	\$268	00/1971	336	25	X	93-339	<1	OH
35	1038719	35632	RTE	772022963	\$434	00/1977	280	25	X	93-267	<1	OH
36	1038580	35632	RTE	772020483	\$434	00/1977	276	25	X	93-267	<1	OH
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ACQUISITION VALUE ROW # 2 \$25,114

WEIGHT ROW # 2 15,208 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 4

ROW # 3

Page 1 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
1	1100999	35775	CPR	0402128549	\$316	9/29/2004	246	25		MAN	<1	OH
2	1046630	35660	RTE	821047567	\$1,174	8/11/1982	568	50	X	86-120	<1	OH
3	1043981	35775	CM	2791756-20	\$505	9/1/1988	316	25		94-373	<1	OH
4	1030648	35634	WAG	72362789	\$419	00/1972	484	50	X	93-280	<1	OH
5	1040895	35775	ME	78VK034396	\$396	00/1978	278	25		94-502	<1	OH
6	1106905	35609	GE	M13D11050	\$1,145	4/22/2013	420	50		MAN	<1	OH
7	1038851	35632	RTE	772023702	\$434	00/1977	276	25	X	93-111	<1	OH
8	1061126	35623	HOW	2434182496	\$832	7/18/1996	324	25	X	MAN	<1	OH
9	1042625	35774	GE	M888143YGRA	\$338	8/10/1979	222	15		94-396	<1	OH
10	1052341	35776	CFM	2872777-72	\$709	5/20/1987	500	37		MAN	<1	OH
11	1037646	35631	RTE	772004752	\$362	00/1977	204	15	X	92-161	<1	OH
12	1052342	35776	CM	2872777-73	\$709	5/20/1987	492	37		MAN	<1	OH
13	1050194	35652	CM	1853447-8	\$2,127	6/5/1985	1,018	100		MAN	<1	OH
14	1050128	35803	CM	1853382-4	\$1,454	5/17/1985	750	100		MAN	<1	OH
15	1030131	35630	WAG	72232854	\$181	00/1972	226	10	X	94-107	<1	OH
16	1106906	35609	GE	M13D11051	\$1,145	4/22/2013	422	50		MAN	<1	OH
17	1057094	35776	ABB	93A083781	\$701	3/5/2019	404	37		MAN	<1	OH
18	1039883	35634	STD	PJG-3127	\$676	00/1978	468	50	X	93-236	<1	OH
19	1047862	35623	GE	N627601-YJW	\$786	9/1/1983	302	25	X	94-238	<1	OH
20	1036963	35632	RTE	762016829	\$559	00/1976	472	50	X	93-249	<1	OH
21	1048914	35652	CM	184417606	\$1,963	9/6/1984	1,032	100	X	MAN	<1	OH
22	1102356	35775	CPR	0655087749	\$416	6/26/2006	248	25		MAN	<1	OH
23	1048913	35652	CM	184417605	\$1,963	9/6/1984	1,022	100	X	MAN	<1	OH
24	1052327	35630	CM	2872776-15	\$480	5/20/1987	280	10	X	MAN	<1	OH
25	1043211	35777	KUH	3695864779	\$565	10/1/1979	472	50		MAN	<1	OH

SHIPMENT DATE
DISPOSAL COMPANY

OH

2019 LOAD # 4

ROW # 3

Page 2 of 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
26	1042935	35623	RTE	792020383	\$625	8/24/1979	472	50	X	94-320	<1	OH
27	1053058	35774	CM	288112339	\$521	2/10/1988	282	15		MAN	<1	OH
28	1030498	35632	WAG	72273412	\$279	00/1972	358	25	X	94-120	<1	OH
29	1030990	35632	WAG	72431942	\$279	00/1972	336	25	X	93-266	<1	OH
30	1048912	35652	CM	184417604	\$1,963	9/6/1984	1,026	100	X	MAN	<1	OH
31	1048927	35625	RTE	841108033	\$1,149	8/24/1984	594	50	X	MAN	<1	OH
32	1038093	35634	RTE	772006859	\$630	00/1977	470	50	X	93-492	<1	OH
33	1037336	35632	RTE	762035559	\$434	00/1976	278	25	X	93-243	<1	OH
34	1027948	35630	WAG	71220017	\$174	00/1971	228	10	X	94-072	<1	OH
35	1070278	35623	NW	28140		1/1/2001	264	25	X	FC Pge014	<2	OH
36	1031181	35632	WAG	72443364	\$279	00/1972	340	25	X	93-302	<1	OH
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ACQUISITION VALUE ROW # 3 \$26,688

WEIGHT ROW # 3 16094 lbs.

TOTAL ACQUISITION VALUE \$73,128

TOTAL LOAD WEIGHT 44,647 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

2019 LOAD # 5

ROW # 2

Page 2

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
26	1031331	35632	Wag	72472851	\$279	00/72	340	25	Y	94-104	<1	OH
27	1026117	35632	DS	W244188	\$282	00/69	342	25	Y	94-530	<1	OH
28	1049547	35775	Kuhl	3602543284	\$677	00/84	366	25	N	94-119	<1	OH
29	1048824	35623	WFS	84A320463	\$747	8/24/1984	364	25	Y	93-337	<1	OH
30	1031253	35632	Wag	72493496	\$279	00/72	342	25	N	94-210	<1	OH
31	1033648	35630	WES	73AM35	\$212	00/73	194	10	Y	93-0237	<1	OH
32	1033653	25630	WST	73AM41	\$212	00/1973	198	10	Y	93-0237	<1	OH
33	1024811	35632	SPO	C6825642	\$428	00/68	344	25	Y	94-32	<1	OH
34	1033325	35632	STA	PEK6837	\$320	00/73	338	25	Y	93-485	<1	OH
35	1026445	35632	DS	W245189	\$282	00/70	342	25	Y	93-406	32	OH
36	1033306	35632	STA	PEK6810	\$320	00/73	334	25	Y	94-134	<1	OH
37	1058862	35622	CM	194594922	\$716	11/17/1994	308	15	Y	Man	<1	OH
38	1062157	35774	Cooper	97NL562037	\$599	11/24/1997	212	15	N	Man	<1	OH
39	1053135	35776	CM	288112406	\$709	2/25/1988	496	37	N	Man	<1	OH
40	1050433	35630	CM	2852733-45	\$589	6/15/1985	274	10	Y	Man	<1	OH
41	1059779	35774	How	1757821495	\$686	4/20/1995	270	15	N	Man	<1	OH
42	1028504	35639	Wag	71240229	\$174	00/71	228	10	Y	92-001	<1	OH
43	1038646	35631	RTE	772022877	\$362	1/1/1977	210	15	Y	94-272	<1	OH
44												
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ACQUISITION VALUE ROW # 1 \$22,235

WEIGHT ROW # 1 13,291 lbs.

SHIPMENT DATE
DISPOSAL COMPANY

2019 LOAD # 5

ROW # 4

Page 4

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCE	Type
26	1057072	35774	ABB	1057072	\$537	3/5/1993	312	15	N	Man	<1	OH
27	1038842	35634	RTE	772023022	\$640	00/77	50	50	Y	93-097	<1	OH
28	1040845	35775	McEd	78VK034325	\$396	00/78	284	25	N	94-528	<1	OH
29	1028185	35630	Wag	71220147	\$174	00/71	228	10	Y	93-345	<1	OH
30	1031425	35619	Wag	72472837	\$279	00/74	348	25	N	94-118	<1	OH
31	1043859	35775	CM	1795050-42	\$505	8/27/1980	318	25	N	Man	<1	OH
32	1048239	25623	GE	N699225-YBX	\$800	2/21/1984	304	25	Y	93-412	<1	OH
33	1038336	35784	RTE	372020537	\$434	00/77	280	25	Y	93-106	<1	OH
34	1050195	35652	CM	1853447-9	\$2,127	6/5/1985	1,024	100	N	Man	<1	OH
35	1048418	35623	West	84A261795	\$747	7/9/1984	362	25	Y	93-407	<1	OH
36	1023335	35632	Line	GV432360	\$315	00/67	326	25	Y	92-264	<1	OH
37	1048240	35623	GE	N699226-YBX	\$800	2/21/1984	302	2325	Y	93-411	<1	OH
38	1046115	35625	RTE	821034216	\$1,155	6/28/1982	556	50	N	93-319	<1	OH
39	1038429	25632	RTE	772022066	\$434	00/77	274	25	Y	93-109	<1	OH
40	1043857	35775	CM	1795050-37	\$505	8/27/1980	318	25	N	Man	<1	OH
41	1019922	35786	AC	3559292	\$460	00/63	510	50	N	93-599	14.2	OH
42	1026173	35634	FP	2-122121	\$428	00/2000	520	50	N	94-120	1.2	OH
43	1031329	35632	WAG	92472849	\$279	00/72	332	25	n	94-0090	<1	OH
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ACQUISITION VALUE ROW # 2 \$20,783

WEIGHT ROW # 2 13,162 lbs.

SHIPMENT DATE _____
DISPOSAL COMPANY _____

2019 LOAD # 5

ROW # 6

Page 6

	CITY #	MID #	Manufacturer	Manufacturer Serial #	Acquisition Value	Acquisition Date	Weight	KVA	Dual Voltage	AUTH #	PPM/PCB	Type
26	1038841	35634	RTE	772023021	\$630	00/77	462	50	Y	93-097	1.2	OH
27	1026419	35652	Delta Star	W245284	\$741	00/70	802	100	Y	88-18	2.9	OH
28	1026712	35632	RTE	702001987	\$290	00/70	318	25	Y	94-156	<1	OH
29	1038658	35631	RTE	772022890	\$362	1/1/1977	210	15	Y	93-113	<1	OH
30	1054499	35773	How	26731-1090	\$437	3/19/1990	206	25	N	Man	<1	OH
31	1038967	35632	RTE	772026354	\$411	00/77	246	25	N	94-517	<1	OH
32	1059514	35775	CM	195194807	\$755	2/23/1995	276	25	N	Man	<1	OH
33	1032340	35634	FPL	2-146546	\$395	00/2000	514	50	Y	93-319	1.5	OH
34	1101133	35811	Cooper	0402133994	\$541	9/21/2004	266	25	Y	Man	<1	OH
35	1039072	35631	RTE	772023675	\$362	6/1/1977	190	15	Y	93-109	<1	OH
36	1042720	35651	RTE	792021222	\$878	8/20/1979	640	75	Y	86-199	<1	OH
37	1031109	35632	Wag	72443249	\$297	00/72	322	25	Y	93-105	<1	OH
38	1040131	35777	Kuhl	3673181878	\$617	00/78	440	50	N	93-113	<1	OH
39	1101131	35811	Cooper	0402133992	\$541	9/21/2004	264	25	N	Man	<1	OH
40	1040435	35775	McEd	78VJ083071	\$396	1/1/1978	256	25	N	94-524	<1	OH
41	1024444	35787	Line	GV537408	\$670	1/1/1968	704	75	N	94-47	<1	OH
42	1037718	35794	RTE	172006222	\$411	9/9/1977	248	25	N	94-499	<1	OH
43	1102560	35783	Cooper	0655096653	\$398	7/17/2006	168	15	N	Man	<1	OH
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ACQUISITION VALUE ROW # 3 \$23,280

WEIGHT ROW # 3 14300 lbs.

TOTAL ACQUISITION VALUE \$66,298

TOTAL LOAD WEIGHT 40,753 lbs.



RESOLUTION NO. U-11106

1 A RESOLUTION approving a contract with Bradken, Inc., for a customer-
2 funded project.

3 WHEREAS the City of Tacoma, Department of Public Utilities, Light
4 Division (d.b.a "Tacoma Power") is requesting a contract with Bradken, Inc.,
5 for a customer-funded project that provides distribution system capacity to
6 their new manufacturing facility and provides distribution feeder
7 reinforcements for backup capacity, located at 3003 South Alaska Street, in
8 Tacoma, and
9

10 WHEREAS as part of the project, a distribution line extension is
11 required to serve the building's estimated 2-MW electrical load and an
12 upgrade is needed for an existing power line that crosses over the I-5
13 freeway, and
14

15 WHEREAS the estimated project cost is \$116,000 for the line
16 extension and \$241,500 for the feeder upgrade, for a total of \$357,500. To
17 date, Bradken, Inc. has paid a \$35,000 deposit, leaving a balance of
18 \$322,500, and
19

20 WHEREAS the Board is requested to approve the contract with
21 Bradken, Inc., in the estimated amount of \$357,500; Now, therefore,
22 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

23 That the Memorandum of Agreement with Bradken, Inc., for a
24 customer-funded project for a distribution line extension and upgrade to an
25 existing power line for a new manufacturing building located at 3003 South
26 Alaska, for an estimated total of \$357,500, is hereby approved, and with




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administrative authority per TMC 1.06.269 A, for the Director to authorize amendments to the Agreement up to an additional \$200,000, including term extension and contract renewals; and the proper officers of the City are authorized to execute said contract substantially in the form as on file with the Clerk and as approved by the City Attorney.

Approved as to form and legality:

Chair

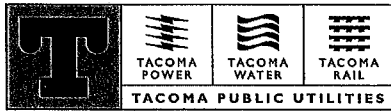


Chief Deputy City Attorney

Secretary

Clerk

Adopted _____



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Chris Robinson, Power Superintendent
MEETING DATE: October 9, 2019
DATE: September 27, 2019

SUMMARY: Recommend that the Public Utilities Board approve a contract between Tacoma Power and Bradken, Inc. for a customer-funded project that provides power to their new manufacturing facility and provides power feeder improvements for backup capacity.

BACKGROUND: Bradken, Inc. is constructing a new Manufacturing Building located at 3003 S. Alaska St. in Tacoma. A power line extension is required to serve the building's estimated 2-MW electrical load. A second portion of the contract is to upgrade an existing power line crossing over the I-5 freeway. This work will increase the line's capacity to provide backup power to the facility.

The project estimates are \$116,000.00 for the line extension and \$ 241,500.00 for the line upgrade over I-5 for a total of \$ 357,500.00. They have paid a \$35,000.00 deposit leaving a balance of \$ 322,500.00.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes. The customer will pay a total of \$ 357,500.00 to offset the costs of the project. A project contingency of 15% was included. Tacoma Power has budgeted capital funds should there be overruns.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes.

ATTACHMENTS: See attached contract.

CONTACT:

Rich Barrutia Power T&D Supervisor, CBD Engineering, 253-502-8541 -Primary contact
Chad Edinger, Power T&D Assistant Manager II, Electrical Services, 253-502-8146



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

MEMORANDUM OF AGREEMENT

PROJECT

Project Name: Bradken, Inc.
Radiology Building Project
Project Address: 3003 S. Alaska St.
Project Address: Tacoma, WA 98409

PROJECT OWNER/DEVELOPER

Name: Bradken, Inc.
Address: 3021 S. Wilkeson St.
Address: Tacoma, WA 98409

Date: October 1, 2019

This Agreement is entered into, and made effective as of the 21st day of October, 2019 (the "Effective Date"), by and between the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. "**Tacoma Power**"), and Bradken Inc., the Owner or lawful Owner agent authorized to develop the above referenced real property ("**Developer**"). Developer and Tacoma Power each may be referred to as a "Party," or collectively as the "Parties."

Background

A. The "Project": The Developer is constructing new industrial building on real property at 3003 S. Alaska St. in the City of Tacoma. They desire a 12.5kV power line extension and transformer to serve their new Radiology Building (Here after referred to as the "Project").

B. Additional power system improvements: In support of the "Project", Tacoma Power will require a power feeder crossing of Interstate-5 to be increased in size to provide backup capacity to serve the new Radiology Building (hereafter referred to as "System Reinforcement").

C. Tacoma Power is authorized under Washington law to engage in the production, acquisition, transmission, distribution, and sale of electric power and, pursuant to such authority, currently owns and operates

D. The Developer has requested the new electrical installation to serve their new building.

E. Tacoma Power is prepared to perform the work and services necessary to modify and add its electrical facilities as requested by Developer, provided that all electrical facilities are designed, constructed, and re-installed as set forth in this Agreement.

IN CONSIDERATION OF their respective promises set forth herein and the respective benefits to be derived hereunder, the sufficiency of which is mutually acknowledged, the Parties hereby agree as follows:

I. Payment of Project Costs

- 1.1 "Project" Costs and Initial Payment:** The Developer is responsible for, and shall pay, all actual costs incurred by Tacoma Power to perform and complete the Project as defined above. Developer shall pay \$116,000.00 as an initial deposit for the electrical portion of Developer's primary underground line extension capable of supplying 480/277V power. This payment is only for the "Project" items listed below under Tacoma Power's Responsibility. Further, any Project costs are subject to sections 1.2 through 1.4 below.

1.2 Additional and Final Costs Payments: The Developer is responsible for, and shall pay, all actual costs incurred by Tacoma Power to perform and complete the Project. Prices quoted above are based upon engineering information received from Developer or Developer's consultants prior to the date of this Agreement. The Developer shall be responsible for all of the following additional costs as incurred by Tacoma Power and Developer shall pay said costs when invoiced per this Section.

1.2.1. Additional engineering and construction costs incurred by Tacoma Power as the result of changes after this Agreement has been executed. Should Developer desire to make such changes, Developer shall make an additional non-refundable advance payment in the amount of the total estimated costs of additional design engineering work as determined by Tacoma Power and as a condition to Tacoma Power's performance of such additional work.

1.2.2. Overtime costs incurred by Tacoma Power to perform any line extension work during hours other than its normal working hours (8:00 a.m. to 4:30 p.m., Monday through Friday excluding holidays).

1.2.3. Tacoma Power will honor the costs above for a period of **180 days**, contingent upon approval by the Public Utilities Board, after full payment by the Developer. Tacoma Power reserves the right to modify the costs once this time-period has expired and the power utility construction has not started.

1.2.4. The requirements for installation of service contained in this Agreement are in accordance with the current Customer Service Policies of Tacoma Power and are subject to change as the Customer Service Policies are changed.

1.2.5. Actual costs incurred by Tacoma Power for additional work performed and/or materials provided per the terms and conditions of this Agreement, which require payment and/or reimbursement by Developer, but which have either not yet been invoiced to or paid by the Developer.

1.3 Invoicing: Developer shall be invoiced to reimburse Tacoma Power for any actual costs incurred in excess of the balance due amount specified above. The Developer shall, within thirty (30) days of receipt of any invoice, fully pay all invoiced amounts.

1.3.1. In the event Developer fails to pay any monies to Tacoma Power as and when due hereunder, the Developer shall pay interests on such unpaid sum from thirty (30) calendar days after the date due at an annual rate equal to twelve percent (12%) per annum, or the maximum rate permitted by law, whichever is less. It is agreed that Tacoma Power will not begin actual construction activities and/or may cease performance hereunder if any invoiced amount is not paid within thirty (30) days following issuance. Tacoma Power reserves the right to suspend performance hereunder, including but not limited to construction activities, for non-payment.

1.4. Final Audit and Reconciliation: Tacoma Power will conduct a final audit of the "Project" costs and payments following its completion. In the event the audit determines that Developer has paid Tacoma Power in excess of the amounts properly due hereunder, Tacoma Power will promptly refund the excess amount to Developer. In the event the audit determines that Tacoma Power has incurred costs for its design and/or any other work or services performed hereunder that exceeds payment made by Developer, Developer shall promptly pay Tacoma Power the amount owed. In the event the Parties cannot agree on the results of the audit, or upon a method of refund or payment, the disagreement shall be dealt with in accordance with the Dispute Resolution provisions of SECTION 5.4 below.

1.5 "System Reinforcement" costs and Initial Payment: In addition to the Project and related work described in IV below, Tacoma Power will complete the System Reinforcement as defined above. . Developer shall pay a fixed price amount of \$241,500.00 for the "System Reinforcement" costs. As Developer is paying a fixed price for these costs, Sections 1.1, 1.2, 1.3, and 1.4, do not apply to this System Reinforcement costs.

1.6 Summary of Total Costs of this agreement:

Developer shall pay the following:

Project costs:	\$116,000.00
System Reinforcement costs:	\$241,500.00
Total costs:	\$ 357,500.00
Developer's deposit:	(\$ 35,000.00)
(Developer has already paid the deposit with Check No.12203, Sales Document No.40042534, dated 4/3/2017)	

The remaining balance due: \$ 322,500.00

Full payment is required in advance before Tacoma Power will schedule the construction.

Please make your check payable to the "Tacoma City Treasurer". Return this signed Memorandum of Agreement with your payment.

Send to:

Rich Barrutia – Project Manager
3628 South 35th St.
Tacoma, Washington 98409-3192
(253) 502-8541

II. Developer's Responsibility for the "Project":

2.1. The Developer is responsible for funding and providing the primary civil (trench, conduit, and vault) system and secondary conductors installed by a qualified electrical contractor licensed in the State of Washington under Chapter 19.28 RCW. All work must be completed in accordance with Tacoma Power's design, construction, and inspection standards.

2.2. If the Developer or Contractor fails to properly install the civil system in accordance with Tacoma Power's drawings, standards, and as directed by Tacoma Power's T&D Construction Inspector, then that portion will be replaced, relocated, or revised by the

Developer at the Developer's expense. Failure to make all corrections as specified by Tacoma Power will result in the Developer paying for any costs incurred by Tacoma Power to make the corrections before service is provided. All secondary work must be inspected by a Tacoma Power Electrical Inspector.

- 2.3. Clearances from padmounted transformers to structures are measured from the nearest metal portion of the transformer to the structure or structure's overhang. The clearance from a building and/or overhang must be four (4) feet if the building has noncombustible walls and/or overhang (brick, concrete, steel, or stone) and eight (8) feet if the building has combustible walls and/or overhang. No doors, operable windows, stairways or other openings may be located within eight (8) feet of any transformer. A three (3) foot side clearance between the transformer and a driveway is required. This is measured from the outside of the transformer vault lid. Some of the lots may require an adjustment to the building placement to provide adequate clearance to our structures. See Standard A-UG-1200 for more details.
- 2.4. The Developer agrees to convey to Tacoma Power all required easements for Tacoma Power's construction and maintenance of the primary electrical system. A "For Construction" print will not be issued until all required easements have been conveyed to Tacoma Power.
- 2.5. The Developer shall be responsible to contact and coordinate the construction activities with the other utilities (i.e., natural gas, telephone, and cable).
- 2.6. The Developer shall be responsible to have a licensed engineer or land surveyor provide for all property surveys, including setting and maintaining temporary wooden hubs for lot or building site corners and establishing and maintaining finished elevations along Tacoma Power's underground electrical distribution system trench, and at structure locations. Tacoma Power will not be held responsible for the replacement of said corners that may be obliterated or lost during construction. Elevations at all breaks in grade along the trench and at all structure locations shall be marked on one print of the electrical layout and returned to Tacoma Power for construction purposes. Tacoma Power shall be notified in writing of any changes in elevations or plat layouts prior to installation of the underground distribution system. If any changes are made after Tacoma Power's facilities have been installed, the cost of relocating or revising Tacoma Power's facilities will be charged to the Developer. Any correction for inadequate depth of coverage, as required by State Safety Codes, shall be at the developer's expense.
- 2.7. The Developer shall provide an all-weather access road to each structure (i.e., pole, transformer, junction box etc.). Access to transformers and structures will be on roadways rated for truck traffic suitable for Tacoma Power line construction vehicles.

III. Contractor's Responsibility for the "Project":

- 3.1 After the "For Construction" drawing # NP2533-1 has been released by Tacoma Power, the Developer's Contractor will be required to furnish and install the following in accordance with Tacoma Power's design, construction, and inspection standards:

The items listed below must be inspected and approved by Tacoma Power's T&D Construction Inspector. Call (253) 381-3023, 24-hours prior to any work being done.

- a. Prior to any construction, the Contractor shall contact the Tacoma Power project engineer to schedule a pre-construction meeting.
- b. The primary trench and conduit in accordance with Standard C-UG-1300. The conduit shall be Schedule 40 PVC gray electrical type or as shown on the Tacoma Power drawing. If the trench is more than four (4) feet deep, shoring will be required.
- c. One (1) internally grounded, concrete junction box (No. 554 per Standard C-UG-2000) with a spring-loaded H-20 door according to Standards C-UG-1100 and C-UG-1500.
- d. One (1) internally grounded, concrete transformer vault (No. 774 W/ #2 cover per Standard C-UG-2000) installed according to Standard C-UG-1700 for three-phase transformer. The site excavation and vault installation completed to the specifications shown on Tacoma Power's drawing.
- e. At Tacoma Power's terminal pole, install ten (10) feet of Schedule 80 PVC conduit on standoff brackets and one (1) Schedule 80 PVC, according to Standard C-UG-1200. The risers are to be sized and installed per the Tacoma Power's drawing.
- f. Install guard posts at the transformer location per Standard C-UG-1400 before the transformer will be installed. Consult with Tacoma Power's T&D Construction Inspector for guard post requirements.
- g. Proof primary conduit using a Tacoma Power approved mandrel after backfill. The completed conduits are to be fished and swabbed by the Developer. Tacoma Power's authorized T&D Construction Inspector must be present while proving the conduits. After proving that the conduit is free from obstruction, the Developer shall leave a continuous 1/8-inch diameter polypropylene fish cord in the conduit.
- h. Obtain an electrical permit from Tacoma Power's Electrical Inspection Office for any 480/277V or 208/120V work. Call (253) 502-8277 for permits and requirements.
- i. Submit an Electrical Plan Review Application and a set of electrical plans to Tacoma Power's Electrical Inspection Office for review. The Plan Review Application and Instruction documents can be found at <https://www.mytpu.org/tacomapower/electrical-permitting/electrical-inspection-permits/>.
- j. The Contractor is responsible for all conduits and cables from the transformers to the 480/277V service point in the building. The installation of secondary conduits are to be inspected by the Electrical Inspection Office before backfill of the trench. Call (253) 502-8277, 24-hours prior to construction so schedule inspections.

- k. Obtain copies of the following Tacoma Power Standards prior to construction: A-UG-1200, C-UG-1100, C-UG-1200, C-UG-1300, C-UG-1400, C-UG-1500, C-UG-1700, and C-UG-2000. See Tacoma Power's website (www.tacomapower.com).
- l. The contractor is responsible to have a copy of this letter and the standards available on the construction site.

IV. Tacoma Power's Responsibility

- 4.1. Tacoma Power has prepared your preliminary power line extension drawing # NP2533-1 dated 8/2/2017 showing the locations of the proposed trench lines and electrical facilities.
- 4.2. Schedule. The following must occur before the Tacoma Power's construction will be scheduled:
 - a. The Developer must approve and return the preliminary drawing. Tacoma Power will then finish the "For Construction" drawing and transmit it to Developer for the installation of the power conduits and vaults.
 - b. Developer's authorized person must sign and return this Agreement.
 - c. The Public Utilities Board and the Utilities Director must approve the project.
 - d. Developer's Contractor must construct the power duct and vault system per the "For Construction" drawing and have it inspected by Tacoma Power's Inspector.
 - e. Tacoma Power must receive your full payment for the balance of the project fees.

Your project will then be scheduled for construction, which requires a **two-week lead-time.**

- 4.3. Tacoma Power will provide the following during construction of the "Project":
 - a. The labor and materials to frame and complete the terminal pole risers.
 - b. The labor and materials to install primary power cables and all secondary terminations at the Radiology Building's transformer.
 - c. The labor and material for one (1) three-phase, 2500 kVA, 480/277 volt padmount transformer on the Developer-supplied concrete vault providing 4-wire service. This transformer is already in stock and reserved for Bradken. The available fault duty at the transformer's secondary bushings is 52,300 amps AIC.
 - d. One (1) three-phase CT meter for 4000 amp 480/277V service.
 - e. All other necessary overhead and underground facilities for providing electrical service extension to the Radiology Building site.

- 4.4 For the System Reinforcement, Tacoma Power will obtain the permits then provide labor and materials to upgrade the medium voltage feeder system across the I-5 interstate freeway in Tacoma.

V. Miscellaneous Provisions and Legal Relations for the "Project"

- 5.1 **Indemnification:** The Developer agrees that to the fullest extent allowed by law the Developer shall indemnify and hold Tacoma Power its employees and officials harmless for any damage to property or injuries to all persons, including third parties and Developer's employees, incurred as a result of construction or maintenance work by or under the direction of the Developer pursuant to this Agreement. In this regard, the Developer recognizes that it is waiving immunity under Industrial Insurance Law, Title 51 RCW and acknowledges that this indemnification provision has been mutually negotiated by the parties. The failure of Tacoma Power to inspect and approve installations made by the Developer shall not relieve the Developer of the responsibility to properly install and locate said installations.
- 5.2 **Insurance: Developer Coverages.** DEVELOPER or the DEVELOPER's Contractor that will perform the DEVELOPER's work shall not commence work under this Agreement until all required insurance has been obtained and such insurance has been approved by the City of Tacoma (the "City"). It is DEVELOPER's responsibility to ascertain that all contractors including, but not limited to, the DEVELOPER's Contractor (and each of its affiliated sub-contractors that participate in performance of DEVELOPER's work or Project), shall have the insurance as required by this Agreement at all times during performance of the DEVELOPER's work or Project. The insurance coverages required herein shall be maintained and effective at all times any such work is being performed.
- a. Workers Compensation Insurance. DEVELOPER shall, at all times during the life of this Agreement, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder. In the event any of the DEVELOPER's work herein is sublet, DEVELOPER shall require the DEVELOPER's Contractor, and all other contractors and sub-contractors performing work on the Project, other than the City, to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, DEVELOPER shall provide and shall cause the DEVELOPER's Contractor and each and every other said contractor and subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.
- b. Public Liability and Property Damage Insurance. DEVELOPER shall procure and maintain during the life of this Agreement, a policy of commercial general liability insurance, with an insurance carrier authorized to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect Tacoma Power from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this Agreement: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by DEVELOPER, the DEVELOPER's

Contractor, and their respective employees, agents, and other contractors in the performance of the Agreement, and (2) for injury to, or destruction of, any property, including property of the City, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance, or use of any motor vehicle, including hired or non-owned vehicles. The City of Tacoma, Department of Public Utilities, Power Division shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Commercial General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability, and Employers Liability. Limits shall be at \$1,000,000 per occurrence, \$2,000,000 aggregate and for contracts in excess of \$500,000; the minimum coverage limits include Umbrella Excess Liability of \$5,000,000. DEVELOPER shall further furnish CGL policy coverage provisions or endorsements specifying that the City's insurance is excess to any other collectible insurance. DEVELOPER shall furnish evidence of the amount of any deductible or self-insured retention under the CGL policy or policies, which amount shall be subject to approval by the City Attorney's Office for the City of Tacoma if the amount of the deductible or self-insured retention exceeds \$20,000. The City may require DEVELOPER to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, DEVELOPER shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy. If DEVELOPER fails to maintain such insurance, the City, at its discretion, may obtain equivalent substitute insurance coverage and be entitled to full reimbursement and payment of its costs thereof. Nothing herein contained shall be in any manner construed as limiting the extent to which DEVELOPER or its contractor(s) may be held liable or responsible for payment of damages resulting from their operations.

- c. Builder's Risk: DEVELOPER and the DEVELOPER's Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by DEVELOPER and/or the DEVELOPER's Contractor, and each of their respective sub-contractors, employees, or agents. Until the DEVELOPER's work is completed and finally accepted by the City, all construction is at the sole risk of DEVELOPER and no acceptance of payment by the City shall constitute acceptance of the DEVELOPER Work or relieve DEVELOPER of responsibility to deliver to the City the completed DEVELOPER's work as required by this Agreement.
- d. Proof of Insurance Coverage: DEVELOPER shall furnish and file with the City, within ten business days of the Effective Date of this Agreement, a certificate of insurance coverage together with policy endorsements verifying the insurance coverage types and limits required herein. An up-to-date certificate of insurance must be on file with the City throughout the term of this Agreement. The City may, at the time the Agreement is executed or at any other time, require DEVELOPER to furnish and file with the City a certified true copy of the insurance policy or policies; together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.

5.3 Termination. If this Agreement is terminated by Developer and/or if Developer defaults under this Agreement prior to Tacoma Power completing the Scope of Work in Exhibit A, and said termination or default results in a state of reduced operation and reliability to Tacoma Power owned utilities, then Tacoma Power shall restore its utility systems to a reliable and operable condition and Developer shall be responsible for and shall promptly pay Tacoma Power all costs associated with such restoration.

5.4 DISPUTE RESOLUTION. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict before they escalate into dispute, claims, or legal actions.

5.4.1 Resolving Disputes through Negotiation. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

- Level One – The Developer and Tacoma Power's New Services Engineering Supervisor shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) business days after the referral of that dispute to Level One, either party may refer the dispute to Level Two.
- Level Two – The Developer (an executive officer if applicable) and the Superintendent of Tacoma Power or his designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

5.4.2 Failure to Resolve Dispute through Best Efforts. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Two within ten (10) business days after referral of that dispute to Level Two, the dispute may be referred to mediation as mutually agreed to by the Parties, or the Parties may exercise whatever other rights they may have at law or in equity. At all times prior to resolution of the dispute, the Parties shall continue to perform their respective duties under this Agreement in the same manner and under the terms as existed prior to the dispute.

5.5 Project Values over \$200,000. Approval of the City of Tacoma's Public Utility Board is a required pre-condition to the effectiveness of all Tacoma Power contracts exceeding \$200,000 in value unless otherwise expressly provided in the Tacoma Municipal Code or a separate Public Utility Board Resolution.

5.6 Transfer/Assignment. Neither Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

5.7 Entire Agreement. This Agreement, specifically referenced documents, and any Exhibits attached hereto constitute the entire agreement and understanding between Developer and Tacoma Power relating to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, oral or otherwise, except those expressly set forth or referenced herein.

5.8 Severability. In the event that any term, covenant, condition, or provision of this Agreement, or the application of the Agreement to any person or circumstance, is found to be invalid or unenforceable in any respect, the remainder of this Agreement, and the application of such term or provision to other persons or circumstances nevertheless shall be binding with the same effect as if the invalid or unenforceable provision were originally deleted. The Parties agree to bargain in good faith to reform this Agreement or replace any invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the invalid or unenforceable provision.

5.9 Amendments. No waiver, modification, addition, or amendment to this Agreement shall be of any force or effect unless reduced to writing and signed by the authorized employees of each Party hereto.

5.10 Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of or waiver regarding any duties, obligations, rights, and remedies otherwise available by law. No waiver by either Party hereto of any default shall affect or impair any right arising from any subsequent default. The failure of either Party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided for in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment of such right.

5.11 Benefits. This Agreement is intended for the sole benefit of the Parties to this Agreement. Nothing in this Agreement is intended to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under this Agreement.

5.12 Venue and Governing Law: The Parties agree that in the event any arbitration or litigation should occur concerning or arising out of this Agreement, the sole venue of any such arbitration or legal action shall be the Pierce County Superior Court in and for the State of Washington and the interpretation of the terms of this Agreement shall be governed by the laws of the State of Washington.

5.13 Force Majeure. Neither party shall be considered in default in the performance of this Agreement to the extent that the performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

5.14 Authorization To Execute Agreement. The undersigned, by their respective signatures below, represent and warrant that they are each duly authorized to execute this legally binding Agreement for and on behalf of the Party for whom they have signed. Developer through its undersigned representative expressly acknowledges and agrees that the formal approval of this Agreement by the City of Tacoma's Public Utility Board is a required pre-condition to the effectiveness and enforceability of this Agreement. Tacoma Power shall have no legal or equitable liability hereunder and/or in connection with the Developer's Project unless or until such approval is obtained. Upon such approval, this Memorandum of Agreement shall become effective as of the Effective Date first above written.

5.15 Background Section. The Background section above is hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement with the intent it become effective as of the Effective Date first written above.

TACOMA POWER

By _____
Jackie Flowers,
Director of Utilities

By _____
Chris Robinson,
Power Superintendent

Approved:

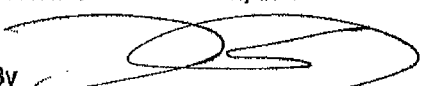
Finance Director

Approved as to Form:



Deputy City Attorney

DEVELOPER Bradken, Inc.

By 
Printed Name: ~~XXXXXX~~
Tetsuya Kitagawa
Title: ~~XXXX President/Specia Projects~~
Chief Operating Officer



RESOLUTION NO. U-11107

A RESOLUTION related to the adoption of ten-year, 2020/2029 achievable economic conservation potential of 233,660 MWh and a two-year 2020/2021 conservation target of 46,732 MWh, as required by RCW 19.285.040 and WAC 194-37-070.

WHEREAS the Washington State Energy Independence Act ("EIA") requires the Department of Public Utilities, Light Division (d.b.a. "Tacoma Power") to pursue all cost-effective conservation, and

WHEREAS the Department of Commerce regulations implementing the Energy Independence Act ("the ACT") requires that utilities adopt a ten-year conservation potential and a two-year conservation target by action of the utility's governing board in a public meeting that provides an opportunity for public comment, and

WHEREAS adoption of the two-year target sets the standard by which the utility will be judged for compliance with the Act; if Tacoma Power were to fail to achieve the two-year conservation target, the utility would face penalties of \$50/MWh (2007 dollars) for every MWh short of the target, and

WHEREAS the Act requires Tacoma Power to identify its ten-year achievable cost-effective conservation potential and two-year conservation target by January 1, 2020, and

WHEREAS the ten-year conservation potential must be developed using methodologies consistent with those of the Northwest Power and Conservation Council, while the two-year conservation target must, at a minimum, be a pro-rata share of the ten-year potential, and



1
2 WHEREAS Tacoma Power has used a methodology allowed under
3 Department of Commerce regulations that implement the Act to determine its
4 ten-year and two-year targets, and

5 WHEREAS Tacoma Power has determined that using a methodology
6 consignment with WAC 194-37-070, Tacoma Power's ten-year (2020/2029)
7 conservation target is 233,660 MWh and its two-year (2020/2021) target is
8 46,732 MWh, and
9

10 WHEREAS the Board has provided public notice and the opportunity to
11 comment on the ten-year and two-year targets as required by WAC 194-37-
12 070, and

13 WHEREAS Tacoma Power recommends the Board approve the ten-year
14 and two-year targets; Now, therefore, and

15 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

16 That the ten-year conservation target of (2020/2029) is 233,660 MWh
17 and its two-year (2020/2021) target is 46,732 MWh are hereby approved.
18

19 Approved as to form and legality:

20 
21 _____
22 Chief Deputy City Attorney

Chair

Secretary

23 _____
24 Clerk

Adopted _____



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Chris Robinson, Superintendent
MEETING DATE: October 9, 2019
DATE: October 3, 2019

SUMMARY: Tacoma Power seeks Public Utility Board approval to adopt a ten-year, 2020/2029 achievable economic conservation potential of 233,660 MWh and a two-year 2020/2021 conservation target of 46,732 MWh.

To identify the ten-year potential and two-year target, Tacoma Power used information from the 2018 Conservation Potential Assessment. The conservation potential assessment was conducted consistent with the Washington Administrative Code 194-37-70 requirements. This study found a ten-year achievable economic conservation potential of 233,660 MWh. To determine a two-year target, Tacoma Power calculated a pro-rata share or 20 percent, or 46,732 MWh of the potential.

BACKGROUND: The Washington State Energy Independence Act requires the Department of Public Utilities Light Division (d.b.a. "Tacoma Power") to pursue all cost effective conservation. Department of Commerce regulations implementing the Energy Independence Act (the Act) requires that utilities adopt a ten-year conservation potential and a two-year conservation target by action of the utility's governing board in a public meeting that provides an opportunity for public comment. Adoption of the two-year target sets the standard by which the utility will be judged for compliance with the Act. If Tacoma Power were to fail to achieve the two-year conservation target, the utility would face penalties of \$50/MWh (2007 dollars) for every MWh short of the target.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?

The 2020 activity will be funded from the 2020/2021 approved budget.

The 2021 activity is contingent on approval of the 2021/2022 budget.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

Energy conservation budgets are a regular component of budgeting and rate making.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR?

No

ATTACHMENTS:

NA

CONTACT:

Primary Contact: Rich Arneson, Senior Conservation Planner, 253.396.3145

Supervisor Contact: Ray Johnson, Assistant Power Manager, 253.502.8025



RESOLUTION NO. U-11108

1 A RESOLUTION relating to Tacoma Power; approving a Supplemental Ordinance;
2 authorizing the extension of and an increase to the City's Electric System
3 Subordinate Revenue Note, Series 2015A, to a principal amount of not to
4 exceed \$150,000,000; authorizing an amendment to the Note Purchase
5 Agreement; delegating the authority to approve the final terms of the
6 amendment; and approving other matters related thereto.

7 WHEREAS pursuant to Ordinance No. 28295 adopted on April 21, 2015 (the
8 "Master Subordinate Ordinance"), and Ordinance No. 28296 adopted on April 21,
9 2015 (the "First Subordinate Ordinance"), the City of Tacoma, Washington (the
10 "City"), acting through its Department of Public Utilities, Light Division (d/b/a
11 "Tacoma Power") issued its Electric System Subordinate Revenue Note, Series
12 2015A, to evidence a revolving line of credit in the principal amount of not to exceed
13 \$100,000,000 outstanding at any time (the "2015A Note"), and

14 WHEREAS the 2015A Note was sold to and purchased by Wells Fargo
15 Municipal Capital Strategies, LLC ("Wells Fargo") by private sale pursuant to the
16 terms of the Note Purchase Agreement dated May 1, 2015 (the "Original Note
17 Purchase Agreement"), between Wells Fargo and the City, acting by and through
18 its Public Utilities Board (the "Board"), and

19 WHEREAS Tacoma Power has successfully utilized the 2015A Note and
20 the Original Note Purchase Agreement to finance various capital projects, and

21 WHEREAS implementation of the 2015A Note and the Original Note
22 Purchase Agreement has allowed for a more cost-effective and efficient
23 management of capital construction compared to issuing long-term bonds, as
24
25
26



1 Tacoma Power could more closely match its draws on the line of credit with the
2 amount and timing of its capital projects, and
3

4 WHEREAS pursuant to a First Amendment to Note Purchase Agreement
5 dated May 11, 2018 (the "First Amendment" and together with the Original Note
6 Purchase Agreement, the "Amended Note Purchase Agreement") between the City
7 and Wells Fargo Bank, National Association, as successor purchaser (the
8 "Purchaser") and City Ordinance No. 28509 adopted on May 8, 2018, the City and
9 the Purchaser agreed to extend the term of the 2015A Note to August 8, 2020 and
10 to amend certain provisions of the Original Note Purchase Agreement, and
11

12 WHEREAS the Board hereby finds that it would be beneficial for Tacoma
13 Power to extend the expiration date of the 2015A Note and to increase the
14 principal amount available under the 2015A Note of not to exceed \$100,000,000 to
15 not to exceed \$150,000,000 outstanding at any time, to provide financing for
16 capital projects of Tacoma Power, and
17

18 WHEREAS to extend the expiration date and increase the available
19 principal amount, Wells Fargo has requested that Tacoma Power enter into an
20 amendment to the Amended Note Purchase Agreement (the "Second
21 Amendment," and the Amended Note Purchase Agreement as amended by the
22 Second Amendment, and as it may be further amended, is referred to as the "Note
23 Purchase Agreement"), and
24

25 WHEREAS the extension of the expiration date, the increase in the
26 available principal amount, and the execution of the Second Amendment will be



1 treated (as of the date of the Second Amendment) as a new note issuance for
2 federal income tax purposes, and

3 WHEREAS pursuant to Tacoma City Charter Section 4.11, the Board is
4 required to initiate and approve all matters related to the incurrence of
5 indebtedness and the issuance of bonds on behalf of Tacoma Power, and then
6 forward such matters to the Council of the City for concurring approval, and

7 WHEREAS the Board requests that the City Council delegate authority to the
8 Director of Public Utilities, or in the alternative, the Tacoma Power Superintendent,
9 as provided herein, for a limited time, to approve the not to exceed principal
10 amount available under the 2015A Note, the final maturity date for the 2015A Note,
11 the terms of the Second Amendment, and other provisions relating to the 2015A
12 Note within the parameters set by this resolution, and

13 WHEREAS the form of authorizing ordinance (the "Supplemental
14 Ordinance") has been presented to the Board and a copy of such document is on
15 file with the Clerk of the Board, and

16 WHEREAS the Board hereby recommends to the Council of the City that it
17 is in the best interest of the citizens of Tacoma that the Supplemental Ordinance
18 be approved by the Board and passed by the Council of the City to accomplish the
19 purposes set forth therein; Now, Therefore,

20 ///

21 ///

22 ///



1 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

2 Sec. 1. Subject to the parameters set forth in Section 2 of this resolution,
3 the request to extend the term and increase the available principal amount of the
4 2015A Note is hereby approved.
5

6 Sec. 2. The Board requests that the City Council delegate to the Director of
7 Public Utilities, or in the alternative, the Tacoma Power Superintendent (the
8 "Representatives") for a limited time the authority to extend the term of the 2015A
9 Note, increase the available principal amount of the 2015A Note, and approve the
10 terms of the Second Amendment, so long as:
11

12 (a) The available principal amount of the 2015A Note that may be
13 outstanding at any time does not exceed \$150,000,000;

14 (b) The final maturity of the 2015A Note is no later than December 31,
15 2021; and
16

17 (c) The initial variable interest rate on the 2015A Note, as increased and
18 extended, does not exceed 80% of one-month LIBOR rate plus 43 basis points for
19 funds used (subject to adjustment as set forth in the Note Purchase Agreement),
20 and 21.5 basis points for funds not drawn under the Note Purchase Agreement,
21 and as such terms may be further adjusted under the Note Purchase Agreement.
22

23 Sec. 3. The terms and conditions of the proposed Supplemental Ordinance
24 and the treatment of the amended and extended 2015A Note as a new note
25 issuance for federal income tax purposes are hereby approved, and the Council of
26



1 the City is requested to concur in this approval by the passage of the same at the
2 earliest opportunity in the final form approved by the City Attorney.

3
4 Sec. 4. This resolution shall become effective immediately upon its
5 adoption.

6 Approved as to form:

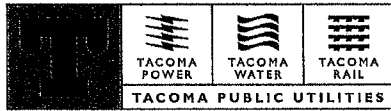
Chair

7
8 Pacifica Law Group LLP,
9 Bond Counsel

Secretary

10 Clerk

Adopted



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Bill Berry, Rates, Planning, and Analysis Manager
MEETING DATE: October 9, 2019
DATE: September 27, 2019

SUMMARY:

Tacoma Power is requesting authorization to extend for one year and increase the principal amount from \$100 million to \$150 million of the Note Purchase Agreement (NPA) with Wells Fargo to continue interim financing of Tacoma Power's capital projects until issuing Bonds in 2021.

Tacoma Power's 2019/2020 biennium financing plan involves three components that require approval by the Public Utility Board and the City Council, including:

1. **Authorization to amend and extend Tacoma Power's Note Purchase Agreement (NPA) with Wells Fargo to provide interim financing for capital projects in Tacoma Power's approved capital budget;**
2. Enact a Springing Amendment to include the interest subsidy payments received from the Federal Government for the outstanding 2010B and 2010C Bonds in the Debt Service Reserve Requirement calculation; and
3. Authorization to extend Tacoma Power's Reserve Surety Policy with Assured Guaranty Municipal (AGM) to continue full funding of the Debt Service Reserve account.

These components were presented to the Public Utility Board at the August 14, 2019, Study Session and to the GPFC at the August 20, 2019, Study Session. The proposed Ordinance and Resolution that amend and extend Tacoma Power's NPA have been drafted by Tacoma Power's Bond Counsel Pacifica Law LLC (Pacifica) and Financial Advisor, Montague DeRose and Associates (MDA), in collaboration with Tacoma Power staff, the City Treasurer, and the City Attorney.

This memo is specifically addressing the first component of the 2019/2020 Financing Plan.

BACKGROUND:

1. Note Purchase Agreement:

In October 2014, Tacoma Power solicited proposals from qualified firms for short-term funding products and reviewed responses from eleven financial firms. From that pool of respondents, Wells Fargo offered the lowest cost and most flexible option for interim financing. On May 1, 2015, Tacoma Power executed the NPA with Wells Fargo Bank providing a commitment for a revolving line of credit of not to exceed \$100 million for three years. In connection with the execution of the NPA with Wells Fargo, the City issued its Electric System Subordinate Revenue Note, Series 2015A to evidence the line of credit.



Board Action Memorandum

Tacoma Power has successfully used the Wells Fargo NPA to interim finance approximately \$155 million of capital project expenses. Tacoma Power issued the Series 2017 Electric System Revenue Bonds to repay \$80 million borrowed under the Wells Fargo NPA for the 2015/2016 biennium. Implementation of this agreement allowed for a more cost effective and efficient management of capital construction compared to issuing long-term bonds as Tacoma Power could more closely match its draws on the Wells Fargo agreement with the amount and timing of its capital projects.

The Note Purchase Agreement with Wells Fargo Bank was extended on May 8, 2018, is set to terminate on August 8, 2020, and has a current amount of \$55,250,000 drawn on the NPA. Tacoma Power and Financial Advisor, MDA, perceive the following benefits from a final one-year extension of the Wells Fargo agreement into 2021:

- Tacoma Power expects to draw up to \$150 million on the NPA by mid-2021. Extending the NPA with Wells Fargo for an additional year will allow us to use interim financing to complete our 2019/2020 capital spending plan, and a portion of our 2021/2022 plan, until the time we issue bonds in 2021.
- While the Wells Fargo NPA will not terminate until August 8, 2020, this expiration will occur during our rate and budget processes when staff resources will be constrained.
- The London Interbank Offered Rate (LIBOR), which is a borrowing benchmark used globally, will phase out at the end of 2021. This benchmark is commonly used to calculate interest rates paid on amounts borrowed in bank lending agreements. The market has not settled on an alternative benchmark, so the pricing of other potential benchmarks is uncertain. Our Financial Advisor has indicated that a replacement benchmark should be in place by the end of this agreement extension.

In response to our inquiry, Wells Fargo has proposed an extension with an expiration date before LIBOR is completely phased out, as well as an increase in the principal amount to \$150 million, with improved (lower) fees compared to what we currently are paying on our existing agreement.

PRELIMINARY TERMS:

Updated pricing in conjunction with an extension and increased principal of the current agreement with Wells Fargo is as follows:

Maturity: Term extension effective December 1, 2019, expiring on December 1, 2021

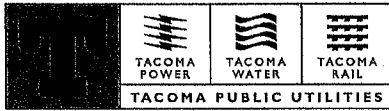
Notional Amount: \$150,000,000

Interest Benchmark: LIBOR

Utilized fee: 80% of one month LIBOR + 35 basis points on drawn amount

Unutilized fee: 17 basis points fee on unused amount

Projected All-In Cost: \$1.6 million



Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

Estimated cost of the Wells Fargo NPA for the biennium is \$1.6 million and was included in the Tacoma Power 2019/2020 budget.

ATTACHMENTS: Ordinance and Resolution

CONTACT: Bill Berry, Rates, Planning & Analysis Manager, 253.502.8294
Erin Erben, Rates and Financial Planning Manager, 253.502.8986
Michelle Brown, Power Financial Planning Analyst, 253.441.4908



TO: Mayor and City Council
FROM: Jackie Flowers, Director of Utilities
COPY: Elizabeth Pauli, City Manager and Doris Sorum, City Clerk
SUBJECT: Amend and Extend Tacoma Power's Note Purchase Agreement –
October 15, 2019
DATE: September 27, 2019

SUMMARY:

Tacoma Power is requesting authorization to extend for one year and increase the principal amount from \$100 million to \$150 million of the Note Purchase Agreement (NPA) with Wells Fargo to continue interim financing of Tacoma Power's capital projects until issuing Bonds in 2021.

Tacoma Power's 2019/2020 biennium Financing Plan involves three components that require approval by the Public Utility Board and the City Council, including:

1. **Authorization to amend and extend Tacoma Power's Note Purchase Agreement (NPA) with Wells Fargo to provide interim financing for capital projects in Tacoma Power's approved capital budget;**
2. Enact a Springing Amendment to include the interest subsidy payments received from the Federal Government for the outstanding 2010B and 2010C Bonds in the Debt Service Reserve Requirement calculation; and
3. Authorization to extend Tacoma Power's Reserve Surety Policy with Assured Guaranty Municipal (AGM) to continue full funding of the Debt Service Reserve account.

These components were presented to the Public Utility Board at the August 14, 2019, Study Session and to the GPFC at the August 20, 2019, Study Session. The proposed Ordinance and Resolution that amend and extend Tacoma Power's NPA, were drafted by Tacoma Power's Bond Counsel, Pacifica Law LLC (Pacifica) and Financial Advisor, Montague DeRose and Associates (MDA), in collaboration with Tacoma Power staff, the City Treasurer, and the City Attorney.

This memo is specifically addressing the first component of the 2019/2020 Financing Plan.

STRATEGIC POLICY PRIORITY:

The strategic policy priority that best aligns to this action is to "Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents."

Extending the current Wells Fargo Note Purchase Agreement will continue to provide significant savings to Tacoma Power customers and help maintain financial flexibility and minimum rate increases over the next biennium. The NPA with Wells Fargo provides up-front interim financing for capital projects and defers the issuance of higher cost long-term bonds. Additionally, the utilization of the NPA to fund capital projects largely eliminates negative



\$150 million, with improved (lower) fees compared to what we currently are paying on our existing agreement.

PRELIMINARY TERMS:

Updated pricing in conjunction with an extension and increased principal of the current agreement with Wells Fargo is as follows:

Maturity: Term extension effective December 1, 2019, expiring on December 1, 2021

Notional Amount: \$150,000,000

Interest Benchmark: LIBOR

Utilized fee: 80% of one month LIBOR + 35 basis points on drawn amount

Unutilized fee: 17 basis point fee on unused amount

Projected All-In Cost: \$1.6 million

ALTERNATIVES:

If Tacoma Power does not extend the Wells Fargo NPA, alternatives will be brought back to the City Council for consideration. Some alternatives considered are:

- Tacoma Power could issue long-term bonds at the beginning of 2020 instead of using the Wells Fargo agreement to fund capital projects.
- Tacoma Power could solicit alternative proposals and negotiate a new interim financing agreement for approval by the City Council at a later date.

RECOMMENDATION:

Tacoma Power recommends approval to increase our short-term financing agreement with Wells Fargo to \$150 million and extend it to provide interim financing of the 2019/2020 capital projects, with their reduction in fees compared to our current NPA.

In mid-2021, Tacoma Power intends to issue bonds to pay off the NPA and begin the competitive process to solicit a new interim financing agreement.

FISCAL IMPACT TO THE CURRENT BIENNIUM: None

Estimated cost of the Wells Fargo NPA for the biennium is \$1.6 million and was included in the Tacoma Power 2019 & 2020 budget.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes



ORDINANCE NO.

1 AN ORDINANCE of the City of Tacoma, Washington, relating to Tacoma Power,
2 approving a Supplemental Ordinance; authorizing the extension of and an
3 increase to the City's Electric System Subordinate Revenue Note, Series
4 2015A, to a principal amount of not to exceed \$150,000,000; authorizing an
5 amendment to the Note Purchase Agreement to provide funds to finance or
6 refinance costs of capital improvements to the Electric System; delegating
7 the authority to approve the final terms of the amendment; and approving
8 certain other matters in connection therewith.

9 WHEREAS the City of Tacoma, Washington ("City"), by Ordinance
10 No. 23514, passed on November 20, 1985 (as amended and supplemented,
11 including as amended and restated by Ordinance No. 28146, passed on April 30,
12 2013, collectively, the "Senior Bond Ordinance"), authorized electric system
13 revenue bonds of the City ("Senior Bonds") to be issued in series having a parity of
14 lien and charge on the Revenues of the Electric System after the payment of
15 Operating Expenses (as those terms are defined therein), if certain conditions are
16 met, and made covenants in connection with the issuance of such Senior Bonds,
17 and

18 WHEREAS the Senior Bond Ordinance permits the City to issue obligations
19 that are junior and subordinate to the payment of the Senior Bonds and that are
20 payable out of Revenues of the Electric System, after payment of Operating
21 Expenses, only after the prior payment of all amounts required to be paid or set
22 aside under the Senior Bond Ordinance for the Senior Bonds, as the same shall
23 become due at the times and in the manner as required in the Senior Bond
24 Ordinance, and
25
26



1 WHEREAS on April 21, 2015, the City Council passed Ordinance No. 28295
2 (as amended as described below, the "Master Subordinate Ordinance") to
3 authorize a new issue of revenue bonds of the City, junior and subordinate to the
4 Senior Bonds, to be known as the City of Tacoma Electric System Subordinate
5 Revenue Bonds ("Subordinate Bonds") in one or more series to finance costs of
6 the Electric System, and
7

8 WHEREAS pursuant to the Master Subordinate Ordinance and Ordinance
9 No. 28296, adopted by the City Council on April 21, 2015 ("First Supplemental
10 Ordinance"), the City, acting through its Department of Public Utilities, Light
11 Division (d/b/a "Tacoma Power"), issued its Electric System Subordinate Revenue
12 Note, Series 2015A to evidence a revolving line of credit in the principal amount of
13 not to exceed \$100,000,000 outstanding at any time (the "2015A Note"), and
14

15 WHEREAS the 2015A Note was sold to and purchased by Wells Fargo
16 Municipal Capital Strategies, LLC ("Wells Fargo") by private sale pursuant to the
17 terms of the Note Purchase Agreement dated May 1, 2015 (the "Original Note
18 Purchase Agreement"), between Wells Fargo and the City, acting by and through
19 its Public Utilities Board (the "Board"), and
20

21 WHEREAS Tacoma Power has successfully utilized the 2015A Note and
22 the Original Note Purchase Agreement to finance various capital projects, and
23

24 WHEREAS implementation of the 2015A Note and the Original Note
25 Purchase Agreement has allowed for a more cost-effective and efficient
26 management of capital construction compared to issuing long-term bonds, as



1 Tacoma Power could more closely match its draws on the line of credit with the
2 amount and timing of its capital projects, and

3 WHEREAS pursuant to a First Amendment to Note Purchase Agreement
4 dated May 11, 2018 (the "First Amendment" and together with the Original Note
5 Purchase Agreement, the "Amended Note Purchase Agreement") between the City
6 and Wells Fargo Bank, National Association, as successor purchaser (the
7 "Purchaser") and City Ordinance No. 28509 adopted on May 8, 2018 (the "Second
8 Supplemental Ordinance"), the City and the Purchaser agreed to extend the term
9 of the 2015A Note to August 8, 2020 and to amend certain provisions of the
10 Original Note Purchase Agreement, and
11

12
13 WHEREAS the Board has initiated and has recommended to the City
14 Council for its approval the extension of the expiration date of the 2015A Note and
15 the increase in the principal amount available under the 2015A Note of not to
16 exceed \$100,000,000 to not to exceed \$150,000,000 outstanding at any time, to
17 provide financing for capital projects of the Electric System, and
18

19 WHEREAS to extend the expiration date and increase the available
20 principal amount of the 2015A Note, Wells Fargo has requested that Tacoma
21 Power enter into an amendment to the Amended Note Purchase Agreement (the
22 "Second Amendment," and the Amended Note Purchase Agreement as amended
23 by the Second Amendment, and as it may be further amended, is referred to as the
24 "Note Purchase Agreement"), and
25

26 WHEREAS the extension of the expiration date, the increase in the
available principal amount, and the execution of the Second Amendment will be



1 treated (as of the date of the Second Amendment) as a new note issuance for
2 federal income tax purposes, and

3 WHEREAS pursuant to RCW 39.46.040 the City Council wishes to delegate
4 authority to the Director of Public Utilities, or in the alternative, the Tacoma Power
5 Superintendent, as provided herein, for a limited time, to approve the not to exceed
6 principal amount available under the 2015A Note, the final maturity date for the
7 2015A Note, the terms of the Second Amendment, and other provisions relating to
8 the 2015A Note within the parameters set by this ordinance, and
9

10 WHEREAS the City Council now desires to authorize the extension of the
11 expiration date of the 2015A Note, the increase of the available principal amount,
12 and the execution of the Second Amendment and related documents subject to the
13 terms and conditions set forth in this ordinance; Now, Therefore,
14

15 BE IT ORDAINED BY THE CITY OF TACOMA:

16 ARTICLE I
17

18 DEFINITIONS

19 Section 1.1. Definitions and Interpretation of Terms. Unless otherwise
20 defined in the recitals and elsewhere in this Supplemental Ordinance, capitalized
21 terms used herein shall have the meanings set forth in the Master Subordinate
22 Ordinance, as previously amended.
23
24
25
26



ARTICLE II

PARITY AND OTHER FINDINGS

Section 2.1. Parity Findings. In connection with the 2015A Note, the City hereby makes the following findings:

A. There is, and as of the effective date of the Second Amendment there will be, no deficiency in the Bond Fund, and no Event of Default has occurred or shall have occurred and being continuing.

B. The principal of and interest on the 2015A Note shall continue to be paid out of the Bond Fund and subject to the terms of the Master Subordinate Ordinance, the First Supplemental Ordinance, and the Note Purchase Agreement.

C. On the effective date of the Second Amendment, there will be on file with the City, if necessary, a certificate satisfying the conditions set forth in Section 6.1 of the Master Subordinate Ordinance.

Section 2.2. Findings as to Sufficiency of Gross Revenue. The City hereby confirms, finds, and determines that the Revenues of the Electric System at the rates to be charged for power and other services and commodities from the Electric System will be more than sufficient to meet all Operating Expenses, to make all required payments with respect to the Senior Bonds, and to permit the setting aside into the Bond Fund out of the Revenues of amounts sufficient to pay the principal of and interest on the 2015A Note as increased and extended and when due at maturity and upon any mandatory sinking fund redemption thereof. The City further finds and determines that in creating the Bond Fund and in fixing the amounts to be paid into the Bond Fund, it has exercised due regard for



1 Operating Expenses, and the City has not bound and obligated itself to set aside
2 and pay into the Bond Fund a greater amount or proportion of the Revenues than
3 in the judgment of the City will be available over and above the Operating
4 Expenses.

6 ARTICLE III

7 AUTHORIZATION

8 Section 3.1. Authorization.

9 A. The City Council has determined that it would be in the best interest of
10 the City to delegate to the Director of Public Utilities, or in the alternative, the
11 Tacoma Power Superintendent (the "Representatives"), for a limited time the
12 authority to extend the term of the 2015A Note, increase the available principal
13 amount of the 2015A Note, and approve the terms of the Second Amendment, as
14 provided herein.
15

16 Subject to the terms and conditions set forth in this Section 3.1, each
17 Representative is hereby authorized to approve the final term of the 2015A
18 Note, the available principal amount of the 2015A Note, and the final terms of
19 the Second Amendment and to agree to any additional terms and covenants
20 that are in the best interest of the City and consistent with this ordinance,
21 provided that:
22

23 (a) The available principal amount of the 2015A Note that may be
24 outstanding at any time does not exceed \$150,000,000;
25

26 (b) The final maturity of the 2015A Note is no later than December 31,
2021; and



1 (c) The initial variable interest rate on the 2015A Note, as increased and
2 extended, does not exceed 80% of one-month LIBOR rate plus 43 basis points for
3 funds used (subject to adjustment as set forth in the Note Purchase Agreement),
4 and 21.5 basis points for funds not drawn under the Note Purchase Agreement,
5 and as such terms may be further adjusted under the Note Purchase Agreement.
6

7 Subject to the terms and conditions set forth in this Section 3.1, each
8 Representative is hereby authorized to approve the final terms and conditions
9 of the Second Amendment in coordination with Bond Counsel, the Financial
10 Advisor and the City Attorney's Office, to agree to any additional terms and
11 covenants that are in the best interest of the City and consistent with this
12 ordinance, and to execute and implement the Second Amendment (including
13 the payment of any financing costs associated with the delivery of the Second
14 Amendment), and such approval shall be conclusively evidenced by his or her
15 execution thereof.
16
17

18 The authority granted to the Representatives by this section shall expire
19 on December 31, 2019. If the Second Amendment has not been executed by
20 such date, the authorization provided herein shall be rescinded, and the Second
21 Amendment shall not be executed and the replacement 2015A Note shall not
22 be delivered to the Purchaser unless such authority has been re-authorized by
23 ordinance of the City Council at the request of the Board.
24

25 B. The terms of the 2015A Note shall otherwise be as set forth in the Note
26 Purchase Agreement. The principal of and interest on the 2015A Note shall be
due and payable at the rates, on the dates, and in the manner as set forth in the



1 Note Purchase Agreement. The 2015A Note shall be subject to mandatory and
2 optional redemption and to mandatory tender for purchase prior to maturity on the
3 dates and at the prices as set forth in the Note Purchase Agreement. The City
4 Treasurer shall continue to be designated as the Paying Agent for the 2015A Note
5 in accordance with the Master Subordinate Ordinance.
6

7 C. Advances drawn by the City under the 2015A Note shall be disbursed as
8 provided in the First Supplemental Ordinance to pay costs of the 2015A Note
9 Projects, as such projects may be supplemented and amended from time to time
10 as provided in the First Supplemental Ordinance, to currently refund the
11 outstanding balance on the 2015A Note, and to pay costs associated with the
12 Second Amendment and extension and increase of the 2015A Note. The Plan of
13 Additions, as supplemented and amended from time to time, is hereby confirmed.
14

15 Section 3.2. Form of 2015A Note; Purchaser. The definitive replacement
16 2015A Note shall be in substantially the form set forth in Exhibit "A" attached to the
17 First Supplemental Ordinance and made a part hereof, with appropriate variations,
18 omissions, and insertions as shall be required or appropriate consistent with the
19 Master Subordinate Ordinance, the First Supplemental Ordinance, and this
20 Supplemental Ordinance to reflect the terms as provided herein.
21

22 A replacement 2015A Note certificate reflecting the terms of the Second
23 Amendment shall be delivered to the Purchaser, or its affiliate, pursuant to and in
24 accordance with the Note Purchase Agreement.
25
26



ARTICLE IV

MISCELLANEOUS

Section 4.1. Ratification of Prior Acts. Any action taken consistent with the authority and prior to the effective date of this Supplemental Ordinance is ratified, approved, and confirmed.

Section 4.2. General Authorization. The appropriate officers, agents, and employees of the City are authorized and directed to execute and deliver such documents, agreements, and certificates, including, but not limited to, a federal tax certificate setting forth the requirements of the Code for maintaining the tax exemption of interest on the 2015A Note, and to take such other actions, upon consultation with the City Attorney, as may be necessary or desirable and in the best interests of the City to effect the accomplishment of the extension of and increase to the 2015A Note and execution and delivery of the Second Amendment and to carry out the purposes and intents of this Supplemental Ordinance and the transactions contemplated thereby.

Section 4.3. Terms of 2015A Note Subject to the Master Subordinate Ordinance and the First Supplemental Ordinance; Ratification. Except as expressly provided herein, every term and condition contained in the Master Subordinate Ordinance, the First Supplemental Ordinance and the Second Supplemental Ordinance shall apply to this Supplemental Ordinance and the 2015A Note with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modification as may be appropriate to make the same conform to this Supplemental Ordinance.



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Except as supplemented and amended by this Supplemental Ordinance, the Master Subordinate Ordinance, the First Supplemental Ordinance and the Second Supplemental Ordinance are hereby ratified, approved and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as amended and supplemented.

Section 4.4. Provisions of Note Purchase Agreement. The terms and provisions of the 2015A Note as set forth in the Note Purchase Agreement shall control over any inconsistent provision of this Supplemental Ordinance.



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Section 4.5. Effective Date of Ordinance. This Supplemental Ordinance shall take effect and be in force 10 days after its passage, approval and publication as required by law.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form and legality:

Pacifica Law Group LLP
Bond Counsel

By _____



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 "Ordinance") is
6 a true and correct copy of an Ordinance of the Council, as finally passed at a
7 regular meeting of the Council held on the ____ day of _____, 2019, and duly
8 recorded in my office.
9

10 2. That said meeting was duly convened and held in all respects in
11 accordance with law, and to the extent required by law, due and proper notice of
12 such meeting was given; that a legal quorum was present throughout the meeting
13 and a legally sufficient number of members of the Council voted in the proper
14 manner for the passage of said Ordinance; that all other requirements and
15 proceedings incident to the proper passage of said Ordinance have been duly
16 fulfilled, carried out and otherwise observed, and that I am authorized to execute
17 this certificate.
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 _____, 2019.
21
22

23 _____
24 City Clerk
25 City of Tacoma, Washington
26



RESOLUTION NO. U-11009

1 A RESOLUTION relating to Tacoma Power; approving a Supplemental Ordinance;
2 approving terms relating to debt service reserve accounts established for
3 certain senior lien electric system revenue bonds; authorizing the extension
4 of qualified insurance to satisfy the debt service reserve account
5 requirement for such bonds; and approving certain other matters in
6 connection thereto.

7 WHEREAS pursuant to Ordinance No. 23514, passed on November 20,
8 1985 (as amended and supplemented, including as amended and restated by
9 Ordinance No. 28146, passed on April 30, 2013, collectively, the "Senior Bond
10 Ordinance"), the City of Tacoma, Washington (the "City"), acting through its
11 Department of Public Utilities, Light Division (d/b/a "Tacoma Power") issued and
12 has currently outstanding the following series of electric system revenue bonds
13 (the "Outstanding Parity Bonds"):

Name of Bonds	Authorizing Supplemental Ordinance	Bonds Dated
Electric System Revenue Bonds, Series 2010B (Taxable Build America Bonds – Direct Payment) (the "2010B Bonds")	27889	July 27, 2010
Electric System Revenue Bonds, Series 2010C (Taxable Clean Renewable Energy Bonds – Direct Payment) ("2010C Bonds")	27889	July 27, 2010
Electric System Revenue and Refunding Bonds, Series 2013A (the "2013A Bonds")	28146	May 13, 2013
Electric System Revenue Refunding Bonds, Series 2013B (the "2013B Bonds")	28146	May 14, 2013
Electric System Revenue Bonds, Series 2017 (the "2017 Bonds")	28444	September 1, 2017

24 , and
25
26



1 WHEREAS the City reserved the right in the Senior Bond Ordinance and in
2 the supplemental ordinances authorizing the issuance of the Outstanding Parity
3 Bonds (together, the "Outstanding Parity Bond Ordinances") to issue additional
4 parity bonds upon satisfaction of certain requirements ("Future Parity Bonds", and
5 together with the Outstanding Parity Bonds, the "Parity Bonds"), and
6

7 WHEREAS the City has established a debt service reserve account (the
8 "Reserve Account") and subaccounts within the Reserve Account to secure the
9 payment of principal of and interest on the 2010B Bonds, the 2010C Bonds, the
10 2013A Bonds and the 2013B Bonds (the "Reserve Account Secured Bonds"), and
11

12 WHEREAS such reserve subaccounts created in the Reserve Account
13 secure only the payment of principal of and interest on the Reserve Account
14 Secured Bonds and any Future Parity Bonds that the City elects to have secured
15 by such subaccounts, and do not secure the payment of the principal of or interest
16 on the 2017 Bonds, and
17

18 WHEREAS with the consent of the appropriate percentage of Parity Bond
19 owners, the Outstanding Parity Bond Ordinances permit the City Council to, at any
20 time, pass an ordinance amending or supplementing the applicable Outstanding
21 Parity Bond Ordinances for the purpose of providing that in calculating the Reserve
22 Account Requirement (as defined in the Outstanding Parity Bond Ordinances), the
23 City may deduct the direct payment the City is expected to receive in respect of the
24 2010B Bonds, the 2010C Bonds and other Future Parity Bonds for which the
25 federal government will provide the City with a direct payment of a portion of the
26



1 interest from the interest portion of Annual Debt Service (as defined in the
2 Outstanding Parity Bond Ordinances), and

3 WHEREAS by their purchase of the bonds, Tacoma Power has received the
4 consent of the requisite amount of owners of the Outstanding Parity Bonds, and

5 WHEREAS the Public Utilities Board (the "Board") hereby finds that it would
6 be beneficial for Tacoma Power to deduct the direct payment the City is expected
7 to receive from its calculation of Annual Debt Service as authorized in the
8 Outstanding Parity Bond Ordinances, and

9 WHEREAS the City is permitted to satisfy the Reserve Account
10 Requirement with respect to the Reserve Account Secured Bonds by the purchase
11 of Qualified Insurance (as defined in the Outstanding Parity Bond Ordinances), and

12 WHEREAS the City obtained Qualified Insurance through the purchase of a
13 reserve account surety policy (the "Surety Policy") from Financial Security
14 Assurance ("FSA"), now known as Assured Guaranty Municipal Corp. ("Assured"),
15 with a commitment dated July 23, 1999, which is scheduled to expire on January 1,
16 2020, and

17 WHEREAS the Board hereby finds that it would be beneficial for Tacoma
18 Power to extend the maturity date on the Surety Policy, and

19 WHEREAS, pursuant to Tacoma City Charter Section 4.11, the Board is
20 required to initiate and approve all matters related to the incurrence of
21 indebtedness and the issuance of bonds on behalf of Tacoma Power, and then
22 forward such matters to the City Council for concurring approval, and



1 WHEREAS the Board hereby recommends to the City Council that it is in
2 the best interest of the citizens of Tacoma that an authorizing ordinance (the
3 "Supplemental Ordinance") be approved by the Board and passed by the City
4 Council to revise the calculation of Annual Debt Service for purposes of the
5 Reserve Account Requirement and to extend the term of the Surety Policy, and
6

7 WHEREAS the form of Supplemental Ordinance has been presented to the
8 Board and a copy of such document is on file with the Clerk of the Board; Now,
9 Therefore,
10

11 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

12 Sec. 1. The request to deduct the direct payment the City is expected to
13 receive in respect of the 2010B Bonds, the 2010C Bonds and other Future Parity
14 Bonds for which the federal government will provide the City with a direct payment
15 of a portion of the interest from the interest portion of Annual Debt Service for
16 purposes of calculating the Reserve Account Requirement for such bonds is
17 hereby approved. Further, the request to extend the term of the Surety Policy is
18 hereby approved. The City Council is requested to concur in this approval by the
19 passage of the same at the earliest opportunity in the final form approved by the
20 City Attorney.
21

22 Sec. 2. Upon passage of the Supplemental Ordinance, the Director of
23 Public Utilities, or in the alternative, the Tacoma Power Superintendent, is
24 delegated authority to approve the final terms and conditions of the extension of
25 the Surety Policy in coordination with Bond Counsel, the Financial Advisor and the
26



City Attorney's Office, and to execute and implement an extension of the Surety
Policy (including the payment of any financing costs associated with the delivery of
such extension).

Sec. 3. This resolution shall become effective immediately upon its
adoption.

Approved as to form:

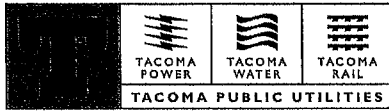
Chair

Pacific Law Group LLP,
Bond Counsel

Secretary

Clerk

Adopted



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Bill Berry, Rates, Planning, and Analysis Manager
MEETING DATE: October 9, 2019
DATE: September 27, 2019

SUMMARY:

Tacoma Power is requesting approval to: i) amend the existing Debt Service Reserve Requirement calculation by enacting a Springing Amendment provision associated with existing bonds, and ii) extend the existing Surety Policy with Assured Guaranty Municipal (AGM) in order to continue full funding of the Debt Service Reserve account.

Tacoma Power's 2019/2020 biennium financing plan involves three components that require approval by the Public Utility Board and the City Council, including:

1. Authorization to amend and extend Tacoma Power's Note Purchase Agreement (NPA) with Wells Fargo to provide interim financing for capital projects in Tacoma Power's approved capital budget;
2. Enact a **Springing Amendment to include the interest subsidy payments received from the Federal Government for the outstanding 2010B and 2010C Bonds in the Debt Service Reserve Requirement calculation; and**
3. **Authorization to extend Tacoma Power's Reserve Surety Policy with Assured Guaranty Municipal (AGM) to continue full funding of the Debt Service Reserve account.**

The proposed Ordinance and Resolution that amend the Debt Service Reserve Requirement calculation and extend the Surety Policy with AGM have been drafted by Tacoma Power's Bond Counsel, Pacifica Law LLC (Pacifica), and Financial Advisor, Montague DeRose and Associates (MDA), in collaboration with Tacoma Power staff, the City Treasurer, and the City Attorney.

This memo is specifically addressing the second and third components of the 2019/2020 Financing Plan.

BACKGROUND:

2. Springing Amendment:

Tacoma Power has four series of senior lien bonds outstanding that require funds to be set aside in a Debt Service Reserve account:

- Series 2010B (Build America Bonds, "BABs"),
- Series 2010C (Clean Renewable Energy Bonds, "CREBs"),
- Series 2013A, and
- Series 2013B.

Currently, the Reserve Account Requirement for these Bonds is calculated as the lesser of:

- 125% of the Average Annual Debt Service, or



Board Action Memorandum

- the Maximum Annual Debt Service.

Tacoma Power receives an annual interest subsidy payment of approximately \$3.825 million from the Federal Government for issuing BABs and CREBs in 2010. This subsidy payment is not included in the Reserve Account Requirement calculation terms above, resulting in a larger Debt Service Reserve Requirement amount. However, the City has received the consent of the requisite amount of owners of the Outstanding Bonds as defined in the Outstanding Bond Ordinances, to amend the calculation of the Reserve Account Requirement to include the deduction of the direct payments of interest the City expects to receive from the Federal Government in relation to the 2010 Bonds. This calculation change would result in a 2020 Reserve Requirement of \$21.5 million, whereas the current 2020 requirement is \$23.2 million.

In order for the amendment to go into effect, Pacifica has indicated that approval of a Resolution and Ordinance are required by Board and Council, respectively, to formally amend the Reserve Account Requirement.

3. Surety Policy:

Under the terms of the Bond Ordinance, Tacoma Power is required to have sufficient funds deposited in the common Reserve Account to meet the Reserve Account Requirement with respect to Bonds secured under the common Reserve Account. As of August 1, 2019, Tacoma Power has four series secured by the common Reserve Account:

- Series 2010B (Build America Bonds, "BABs"),
- Series 2010C (Clean Renewable Energy Bonds, "CREBs"),
- Series 2013A, and
- Series 2013B.

The Series 2017 Bonds are not secured by the Common Reserve Account and do not have a Reserve Account Requirement. Staff expects to issue future bonds without a reserve requirement.

The current Reserve Account Requirement is met by a combination of

- 1) cash deposits in the amount of approximately \$5 million and
- 2) a Bond Surety Reserve Policy (Surety Policy) not to exceed \$24,279,910, with a termination date of January 1, 2020.

On the January 1, 2020, expiration date of the Surety Policy, the Reserve Account Requirement for all Bonds secured by the common Reserve Account will be \$21.5 million, assuming the Springing Amendment described previously in number two above, is enacted. With only \$5 million in cash in the Reserve Account, Tacoma Power would need to deposit an additional \$16.5 million in cash. In lieu of making a \$16.5 million cash deposit, Tacoma Power recommends extending the existing Reserve Surety Policy as follows:

Maturity: the earlier of January 1, 2042, or the date the insured Bonds are no longer outstanding

Bonds Insured: Tacoma Power 2010B (BABs), 2010C (CREBs), 2013A, 2013B



Board Action Memorandum

Policy Amount: up to \$24,279,910

Extension fee: 3.25%

Projected All-In Cost: \$790,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?

The estimated cost of the Surety Policy extension is \$790,000 and was not included in the Tacoma Power 2019/2020 budget.

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.

Tacoma Power plans to pay for the Surety Policy extension from the Current Fund account 4700. However, if the \$16.5 million Debt Service Reserve deficit is required to be funded from cash, a budget modification may be necessary.

ATTACHMENTS: Ordinances and Resolutions

CONTACT: Bill Berry, Rates, Planning & Analysis Manager, 253.502.8294
Erin Erben, Rates and Financial Planning Manager, 253.502.8986
Michelle Brown, Power Financial Planning Analyst, 253.441.4908



TO: Mayor and City Council
FROM: Jackie Flowers, Director of Utilities
COPY: Elizabeth Pauli, City Manager and Doris Sorum, City Clerk
SUBJECT: Tacoma Power Springing Amendment –
October 15, 2019
DATE: September 27, 2019

SUMMARY:

Tacoma Power is requesting authorization to enact a Springing Amendment that would apply the Federal Government interest subsidy payments from the 2010B and 2010C Bonds to our Debt Service Reserve Requirement calculation.

Tacoma Power's 2019/2020 biennium Financing Plan involves three components that require approval by the Public Utility Board and the City Council, including:

1. Authorization to amend and extend Tacoma Power's Note Purchase Agreement (NPA) with Wells Fargo to provide interim financing for capital projects in Tacoma Power's approved capital budget;
2. **Enact a Springing Amendment to include the interest subsidy payments received from the Federal Government for the outstanding 2010B and 2010C Bonds in the Debt Service Reserve Requirement calculation; and**
3. Authorization to extend Tacoma Power's Reserve Surety Policy with Assured Guaranty Municipal (AGM) to continue full funding of the Debt Service Reserve account.

These components were presented to the Public Utility Board at the August 14, 2019, Study Session and to the Government Performance Finance Committee (GPFC) at the August 20, 2019, Study Session. The proposed Ordinance and Resolution that amend the Debt Service Reserve Requirement were drafted by Tacoma Power's Bond Counsel, Pacifica Law LLC (Pacifica) and Financial Advisor, Montague DeRose and Associates (MDA), in collaboration with Tacoma Power staff, the City Treasurer, and the City Attorney.

This memo is specifically addressing the second component of the 2019/2020 Financing Plan.

STRATEGIC POLICY PRIORITY:

The strategic policy priority that best aligns to this action is to "Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents."

Enacting a Springing Amendment to include the interest subsidy payments received from the Federal Government for the outstanding 2010B and 2010C Bonds in the Debt Service Reserve Requirement calculation will decrease the amount Tacoma Power needs to set aside in a Reserve Account. This will enhance our liquidity by approximately \$1.7 million in 2020.



2. SPRINGING AMENDMENT

BACKGROUND:

Tacoma Power has four series of senior lien Bonds outstanding that require funds to be set aside in a Debt Service Reserve account:

- Series 2010B (Build America Bonds, "BABs"),
- Series 2010C (Clean Renewable Energy Bonds, "CREBs"),
- Series 2013A, and
- Series 2013B.

Currently, the Reserve Account Requirement for these Bonds is calculated as the lesser of:

- 125% of the Average Annual Debt Service, or
- the Maximum Annual Debt Service.

Tacoma Power receives an annual interest subsidy payment of approximately \$3.825 million from the Federal Government for issuing BABs and CREBs in 2010. This subsidy payment is not included in the Reserve Account Requirement calculation terms above, resulting in a larger Debt Service Reserve Requirement amount.

ISSUE:

The City has received the consent of the requisite amount of owners of the Outstanding Bonds as defined in the Outstanding 2010 and 2013 Bond Ordinances, to amend the calculation of the Reserve Account Requirement to include the deduction of the direct payments of interest the City expects to receive from the Federal Government in relation to the 2010 Bonds. This calculation change would result in a 2020 Reserve Requirement of \$21.5 million, whereas the current 2020 requirement is \$23.2 million.

In order for the amendment to go into effect, Pacifica has indicated that approval of a Resolution and Ordinance are required by Board and Council, respectively, to formally amend the Reserve Account Requirement.

ALTERNATIVES:

Tacoma Power will continue to apply the existing calculation, without the inclusion of the interest subsidy payments received by the Federal Government, if the Springing Amendment to the Debt Service Reserve Requirement calculation is not approved.

RECOMMENDATION:

Tacoma Power recommends approval of the Springing Amendment to apply the Federal Government interest subsidy payments to our Debt Service Reserve Requirement calculations since consent has already been given by the requisite amount of bond owners.

FISCAL IMPACT TO THE CURRENT BIENNIUM: None

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes



TO: Mayor and City Council
FROM: Jackie Flowers, Director of Utilities
COPY: Elizabeth Pauli, City Manager and Doris Sorum, City Clerk
SUBJECT: Tacoma Power Bond Reserve Surety Policy Extension –
October 15, 2019
DATE: September 27, 2019

SUMMARY:

Tacoma Power is requesting authorization to extend the existing Reserve Surety Policy with Assured Guaranty Municipal to continue funding the Debt Service Reserve amount required under the outstanding 2010B, 2010C, 2013A, and 2013B Bond Ordinances.

Tacoma Power's 2019/2020 biennium Financing Plan involves three components that require approval by the Public Utility Board and the City Council, including:

1. Authorization to amend and extend Tacoma Power's Note Purchase Agreement (NPA) with Wells Fargo to provide interim financing for capital projects in Tacoma Power's approved capital budget;
2. Enact a Springing Amendment to include the interest subsidy payments received from the Federal Government for the outstanding 2010B and 2010C Bonds in the Debt Service Reserve Requirement calculation; and
3. **Authorization to extend Tacoma Power's Bond Reserve Surety Policy (Surety Policy) with Assured Guaranty Municipal (AGM) to continue full funding of the Debt Service Reserve account.**

These components were presented to the Public Utility Board at the August 14, 2019 Study Session and to the GPFC at the August 20, 2019, Study Session. The proposed Ordinance and Resolution that extends the Surety Policy with AGM, were drafted by Tacoma Power's Bond Counsel, Pacifica Law LLC (Pacifica) and Financial Advisor, Montague DeRose and Associates (MDA), in collaboration with Tacoma Power staff, the City Treasurer, and the City Attorney.

This memo is specifically addressing the third component of the 2019/2020 Financing Plan.

STRATEGIC POLICY PRIORITY:

The strategic policy priority that best aligns to this action is to "Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents."

Extending the existing Surety Policy will continue to adequately fund the Debt Service Reserve account required by the Bond Ordinances of the outstanding Tacoma Power 2010 and 2013 Bond series. Extending the policy will provide a significant savings to Tacoma Power of approximately \$16.5 million in cash that would otherwise need to be set aside in a Debt Service Reserve Account by the end of 2019.



3. RESERVE SURETY POLICY

BACKGROUND:

Under the terms of the Bond Ordinance, Tacoma Power is required to have sufficient funds deposited in the common Reserve Account to meet the Reserve Account Requirement with respect to Bonds secured under the common Reserve Account. As of August 1, 2019, Tacoma Power has four series secured by the common Reserve Account:

- Series 2010B (Build America Bonds, "BABs"),
- Series 2010C (Clean Renewable Energy Bonds, "CREBs"),
- Series 2013A, and
- Series 2013B.

The Series 2017 Bonds are not secured by the Common Reserve Account and do not have a Reserve Account Requirement. Staff expects to issue future bonds without a reserve requirement.

The current Reserve Account Requirement is met by a combination of:

- 1) cash deposits in the amount of approximately \$5 million and
- 2) a Bond Surety Reserve Policy not to exceed \$24,279,910, with a termination date of January 1, 2020.

ISSUE:

On the January 1, 2020 expiration date of the Surety Policy, the Reserve Account Requirement for all Bonds secured by the common Reserve Account will be \$21.5 million, assuming the Springing Amendment described previously in number two above, is enacted. With only \$5 million in cash in the Reserve Account, Tacoma Power would need to deposit an additional \$16.5 million in cash when the current Surety Policy expires. In lieu of making a \$16.5 million cash deposit, Tacoma Power recommends extending the existing Reserve Surety Policy as follows:

Maturity: the earlier of January 1, 2042, or the date the insured Bonds are no longer outstanding

Bonds Insured: Tacoma Power 2010B (BABs), 2010C (CREBs), 2013A, 2013B

Policy Amount: up to \$24,279,910

Extension fee: 3.25%

Projected All-In Cost: \$790,000

ALTERNATIVES:

Tacoma Power will need to deposit \$16.5 million in cash in the Debt Service Reserve Account by the end of 2019.

**RECOMMENDATION:**

Tacoma Power recommends extending the existing Bond Reserve Surety Policy with Assured Guaranty Municipal to continue funding the Debt Service Reserve amount required under the Bond Ordinances of the outstanding 2010 and 2013 series Bonds in lieu of depositing \$16.5 million in the Debt Service Reserve account.

FISCAL IMPACT:**EXPENDITURES**

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Power Fund 4700			\$790,000
TOTAL			\$790,000

* General Fund: Include Department

FISCAL IMPACT TO THE CURRENT BIENNIUM: \$790,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY WILL BE COVERED?

The estimated cost of the Surety Policy extension is \$790,000 and would be deducted from the current cash. However, if the \$16.5 million Debt Service Reserve deficit in 2020 is required to be funded from cash, a budget modification may be necessary in 2019.



ORDINANCE NO.

1 AN ORDINANCE of the City of Tacoma, Washington, relating to Tacoma Power,
2 approving terms relating to debt service reserve accounts established for
3 certain of the City's senior lien electric system revenue bonds; authorizing
4 the extension of qualified insurance to satisfy the debt service reserve
5 account requirement for such bonds; and approving certain other matters in
6 connection therewith.

7 WHEREAS the City of Tacoma, Washington ("City"), by Ordinance
8 No. 23514, passed on November 20, 1985 (as amended and supplemented,
9 including as amended and restated by Ordinance No. 28146, passed on April 30,
10 2013, collectively, the "Senior Bond Ordinance"), acting through its Department of
11 Public Utilities, Light Division (d/b/a "Tacoma Power"), authorized the issuance of
12 senior lien electric system revenue bonds of the City to be issued in series having
13 a parity of lien and charge on the Revenues of the Electric System after the
14 payment of Operating Expenses (as those terms are defined therein), if certain
15 conditions are met, and made covenants in connection with the issuance of such
16 revenue bonds, and

17 WHEREAS the City has issued and has currently outstanding the following
18 series of electric system revenue bonds (the "Outstanding Parity Bonds"):
19

Name of Bonds	Authorizing Supplemental Ordinance	Bonds Dated
Electric System Revenue Bonds, Series 2010B (Taxable Build America Bonds – Direct Payment) (the "2010B Bonds")	27889	July 27, 2010
Electric System Revenue Bonds, Series 2010C (Taxable Clean Renewable Energy Bonds – Direct Payment) ("2010C Bonds")	27889	July 27, 2010



1	Electric System Revenue and	28146	June 13, 2013
2	Refunding Bonds, Series 2013A (the		
3	"2013A Bonds")		
4	Electric System Revenue Refunding	28146	June 13, 2013
5	Bonds, Series 2013B (the "2013B		
6	Bonds")		
7	Electric System Revenue Bonds, Series	28444	September 1, 2017
8	2017 (the "2017 Bonds")		

9 , and

10 WHEREAS the City reserved the right in the Senior Bond Ordinance and in
11 the supplemental ordinances authorizing the issuance of the Outstanding Parity
12 Bonds (together, the "Outstanding Parity Bond Ordinances") to issue additional
13 parity bonds upon satisfaction of certain requirements ("Future Parity Bonds", and
14 together with the Outstanding Parity Bonds, the "Parity Bonds"), and

15 WHEREAS the City has established a debt service reserve account (the
16 "Reserve Account") and subaccounts within the Reserve Account to secure the
17 payment of principal of and interest on the 2010B Bonds, the 2010C Bonds, the
18 2013A Bonds and the 2013B Bonds (the "Reserve Account Secured Bonds"), and

19 WHEREAS such reserve subaccounts created in the Reserve Account
20 secure only the payment of principal of and interest on the Reserve Account
21 Secured Bonds and any Future Parity Bonds that the City elects to have secured
22 by such subaccounts, and do not secure the payment of the principal of or interest
23 on the 2017 Bonds, and

24 WHEREAS with the consent of the appropriate percentage of Parity Bond
25 owners, the Outstanding Parity Bond Ordinances permit the Council to, at any
26 time, pass an ordinance amending or supplementing the applicable Outstanding



1 Parity Bond Ordinances for the purpose of providing that in calculating the Reserve
2 Account Requirement (as defined in the Outstanding Parity Bond Ordinances), the
3 City may deduct the direct payment the City is expected to receive in respect of the
4 2010B Bonds, the 2010C Bonds and other Future Parity Bonds for which the
5 federal government will provide the City with a direct payment of a portion of the
6 interest from the interest portion of Annual Debt Service (as defined in the
7 Outstanding Parity Bond Ordinances), and
8

9 WHEREAS by their purchase of the bonds, the City has received the
10 consent of the requisite amount of owners of the Outstanding Parity Bonds, and
11

12 WHEREAS the City now desires to deduct the direct payment the City is
13 expected to receive from its calculation of Annual Debt Service as authorized in the
14 Outstanding Parity Bond Ordinances, and
15

16 WHEREAS the City is permitted to satisfy the Reserve Account
17 Requirement with respect to the Reserve Account Secured Bonds by the purchase
18 of Qualified Insurance (as defined in the Outstanding Parity Bond Ordinances), and
19

20 WHEREAS the City obtained Qualified Insurance through the purchase of a
21 reserve account surety policy (the "Surety Policy") from Financial Security
22 Assurance ("FSA"), now known as Assured Guaranty Municipal Corp. ("Assured"),
23 with a commitment dated July 23, 1999, which is scheduled to expire on January 1,
24 2020, and
25

26 WHEREAS, the City now desires to extend the term of the reserve account
surety policy from Assured as provided herein; Now, Therefore,



1 BE IT ORDAINED BY THE CITY OF TACOMA:

2 ARTICLE I

3 DEFINITIONS

4 Section 1.1. Definitions and Interpretation of Terms. Unless otherwise
5 defined in the recitals and elsewhere in this Supplemental Ordinance, capitalized
6 terms used herein shall have the meanings set forth in the Outstanding Parity
7 Bond Ordinances.
8

9 ARTICLE II

10 AUTHORIZATION

11 Section 2.1. Election Regarding Calculation of the Debt Service Reserve
12 Account Requirement. The City hereby supplements the applicable Outstanding
13 Parity Bond Ordinances to provide, as authorized therein, that in calculating the
14 Reserve Account Requirement, the City may deduct the direct payment the City is
15 expected to receive in respect of the 2010B Bonds, the 2010C Bonds and other
16 Future Parity Bonds for which the federal government will provide the City with a
17 direct payment of a portion of the interest from the interest portion of Annual Debt
18 Service.
19
20

21 Section 2.2. Extension of Qualified Insurance. The City hereby authorizes
22 an extension of the term of the existing Surety Policy from Assured to a date
23 determined to be in the best interest of the City and agreed upon by Assured.
24
25
26



1 Section 2.3. Provisions Relating to the Surety Policy. So long as (1) any of
2 the Reserve Account Secured Bonds are outstanding or any Policy Costs (defined
3 herein) are owed to Assured and (2) the Surety Policy satisfies the Reserve
4 Account Requirement relating to any of the Reserve Account Secured Bonds, the
5 applicable Outstanding Parity Bond Ordinances are hereby supplemented to
6 provide the following terms and conditions related to the Surety Policy,
7 notwithstanding anything to the contrary set forth in the Outstanding Parity Bond
8 Ordinances:
9

10 A. The Surety Policy constitutes a permitted debt service reserve
11 instrument under the applicable provisions of the Outstanding Parity Bond
12 Ordinances. Upon any payment by Assured under the Surety Policy, Assured shall
13 furnish to the City written instructions as to the manner in which payment of
14 amounts owed to Assured as a result of such payment under the Surety Policy
15 shall be made. Amounts drawn under the Surety Policy shall be used solely to pay
16 scheduled payments of principal and interest due on the Reserve Account Secured
17 Bonds.
18

19 B. The City shall pay Assured the principal amount of any draws under
20 the Surety Policy and pay all related reasonable expenses incurred by Assured
21 and shall pay interest thereon from the date of payment by Assured at the Late
22 Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the
23 per annum rate of interest, publicly announced from time to time by JPMorgan
24 Chase Bank at its principal office in the City of New York, as its prime or base
25 lending rate (the "Prime Rate") (any change in such Prime Rate to be effective on
26



1 the date such change is announced by JPMorgan Chase Bank) plus 3%, and
2 (ii) the then applicable highest rate of interest on the Reserve Account Secured
3 Bonds and (b) the maximum rate permissible under applicable usury or similar
4 laws limiting interest rates. The Late Payment Rate shall be computed on the
5 basis of the actual number of days elapsed over a year of 360 days. In the event
6 JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall
7 be the prime or base lending rate of such national bank as Assured shall
8 designate. If the interest provisions of this subsection B shall result in an effective
9 rate of interest which, for any period, exceeds the limit of the usury or any other
10 laws applicable to the indebtedness created herein, then all sums in excess of
11 those lawfully collectible as interest for the period in question shall, without further
12 agreement or notice between or by any party hereto, be applied as additional
13 interest for any later periods of time when amounts are outstanding hereunder to
14 the extent that interest otherwise due hereunder for such periods plus such
15 additional interest would not exceed the limit of the usury or such other laws, and
16 any excess shall be applied upon principal immediately upon receipt of such
17 moneys by Assured, with the same force and effect as if the City had specifically
18 designated such extra sums to be so applied and Assured had agreed to accept
19 such extra payment(s) as additional interest for such later periods. In no event
20 shall any agreed-to or actual exaction as consideration for the indebtedness
21 created herein exceed the limits imposed or provided by the law applicable to this
22 transaction for the use or detention of money or for forbearance in seeking its
23 collection.
24
25
26



1 C. Repayment of draws and payment of expenses and the interest
2 accrued thereon at the Late Payment Rate (collectively, "Policy Costs") shall
3 commence in the first month following each draw, and each such monthly payment
4 shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs
5 related to such draw. Amounts in respect of Policy Costs paid to Assured shall be
6 credited first to interest due, then to the expenses due and then to principal due.
7

8 D. As and to the extent that payments are made to Assured on account
9 of principal due, the coverage under the Surety Policy will be increased by a like
10 amount, subject to the terms of the Surety Policy.
11

12 E. All cash and investments in the Reserve Account shall be transferred
13 to the debt service fund for payment of debt service on the Reserve Account
14 Secured Bonds before any drawing may be made on the Surety Policy or on any
15 alternative credit instrument. Payment of any Policy Costs shall be made prior to
16 replenishment of any such cash amounts. Draws on all alternative credit
17 instruments (including the Surety Policy) on which there is available coverage shall
18 be made on a pro rata basis (calculated by reference to available coverage under
19 each such alternative credit instrument) after applying available cash and
20 investments in the Reserve Account. Payment of Policy Costs and reimbursement
21 of amounts with respect to alternative credit instruments shall be made on a pro-
22 rata basis prior to replenishment of any cash drawn from the Reserve Account.
23 For the avoidance of doubt, "available coverage" means the coverage then
24 available for disbursement pursuant to the terms of the applicable alternative credit
25 instrument without regard to the legal or financial ability or willingness of the
26



1 provider of such instrument to honor a claim or draw thereon or the failure of such
2 provider to honor any such claim or draw.

3 F. Upon a failure to pay Policy Costs when due or any other breach of
4 the terms of this Supplemental Ordinance, Assured shall be entitled to exercise
5 any and all legal and equitable remedies available to it, including those provided
6 under the Outstanding Parity Bond Ordinances, other than (i) acceleration of the
7 maturity of the Reserve Account Secured Bonds or (ii) remedies which would
8 adversely affect owners of the Reserve Account Secured Bonds.
9

10 G. The Outstanding Parity Bond Ordinances shall not be discharged
11 until all Policy Costs owing to Assured shall have been paid in full. The City's
12 obligation to pay such amounts shall expressly survive payment in full of the
13 Reserve Account Secured Bonds. In order to secure the City's payment
14 obligations with respect to the Policy Costs, there is hereby granted and perfected
15 in favor of Assured a security interest (subject only to the priority of payment
16 provisions set forth under the Outstanding Parity Bond Ordinances) in all revenues
17 and collateral pledged as security for the Reserve Account Secured Bonds.
18

19 H. The Bond Registrar shall ascertain the necessity for a claim upon the
20 Surety Policy in accordance with the provisions of this Supplemental Ordinance
21 and shall provide notice to Assured in accordance with the terms of the Surety
22 Policy at least five business days prior to each date upon which interest or principal
23 is due on the Reserve Account Secured Bonds. Where deposits are required to be
24 made by the City with the Bond Registrar to the debt service fund for the Reserve
25 Account Secured Bonds more often than semi-annually, the Bond Registrar shall
26



1 give notice to Assured of any failure of the City to make timely payment in full of
2 such deposits within two business days of the date due.

3 I. The City will pay or reimburse Assured, solely from the revenues
4 pledged for payment of the Reserve Account Secured Bonds, any and all charges,
5 fees, costs, losses, liabilities and expenses which Assured may pay or incur,
6 including, but not limited to, fees and expenses of attorneys, accountants,
7 consultants and auditors and reasonable costs of investigations, in connection with
8 (i) any accounts established to facilitate payments under the Surety Policy, (ii) the
9 administration, enforcement, defense or preservation of any rights in respect of this
10 Supplemental Ordinance or the Outstanding Parity Bond Ordinances (the "Related
11 Documents"), including defending, monitoring or participating in any litigation or
12 proceeding (including any bankruptcy proceeding in respect of the City) relating to
13 the Related Documents, any party to the Related Documents or the transactions
14 contemplated by the Related Documents, (iii) the foreclosure against, sale or other
15 disposition of any collateral securing any obligations under the Related
16 Documents, if any, or the pursuit of any remedies under the Related Documents, to
17 the extent such costs and expenses are not recovered from such foreclosure, sale
18 or other disposition, (iv) any amendment, waiver or other action with respect to, or
19 related to the Surety Policy or the Related Documents whether or not executed or
20 completed, or (v) any action taken by Assured to cure a default or termination or
21 similar event (or to mitigate the effect thereof) under the Related Documents; costs
22 and expenses shall include a reasonable allocation of compensation and overhead
23 attributable to time of employees of Assured spent in connection with the actions
24
25
26



1 described in clauses (ii) through (v) above. Assured reserves the right to charge a
2 reasonable fee as a condition to executing any amendment, waiver or consent
3 proposed in respect of the Related Documents. Amounts payable by the City
4 hereunder shall bear interest at the Late Payment Rate from the date such amount
5 is paid or incurred by Assured until the date Assured is paid in full.
6

7 J. The obligation of the City to pay, solely from the revenues pledged
8 for payment of the Reserve Account Secured Bonds, all amounts due under this
9 Supplemental Ordinance shall be an absolute and unconditional obligation of the
10 City and will be paid or performed strictly in accordance with this Supplemental
11 Ordinance, irrespective of (i) any lack of validity or enforceability of or any
12 amendment or other modifications of, or waiver with respect to the Reserve
13 Account Secured Bonds or the Related Documents, (ii) any amendment or other
14 modification of, or waiver with respect to the Surety Policy, (iii) any exchange,
15 release or non-perfection of any security interest in property securing the Reserve
16 Account Secured Bonds or the Related Documents, (iv) whether or not such
17 Reserve Account Secured Bonds are contingent or matured, disputed or
18 undisputed, liquidated or unliquidated, (v) any amendment, modification or waiver
19 of or any consent to departure from the Surety Policy or the Related Documents,
20 (vi) the existence of any claim, setoff, defense (other than the defense of payment
21 in full), reduction, abatement or other right which the City may have at any time
22 against the Bond Registrar or any other person or entity other than Assured,
23 whether in connection with the transactions contemplated in the Related
24 Documents or any unrelated transactions, (vii) any statement or any other
25
26



1 document presented under or in connection with the Surety Policy proving in any
2 and all respects invalid, inaccurate, insufficient, fraudulent or forged or any
3 statement therein being untrue or inaccurate in any respect, or (viii) any payment
4 by Assured under the Surety Policy against presentation of a certificate or other
5 document which does not strictly comply with the terms of the Surety Policy.
6

7 K. The City shall fully observe, perform and fulfill each of the provisions
8 (as each of those provisions may be amended, supplemented, modified or waived
9 with the prior written consent of Assured) of the Outstanding Parity Bond
10 Ordinances applicable to it, each of the provisions thereof being incorporated
11 herein by reference as if set forth directly herein. No provision of the Related
12 Documents shall be amended, supplemented, modified or waived, without the prior
13 written consent of Assured, in any material respect or otherwise in a manner that
14 could adversely affect the payment obligations of the City hereunder or the priority
15 accorded to the reimbursement of Policy Costs under the Outstanding Parity Bond
16 Ordinances. Assured is hereby expressly made a third party beneficiary of the
17 Related Documents.
18
19

20 L. The City covenants to provide to Assured, promptly upon request,
21 any information regarding the Reserve Account Secured Bonds or the financial
22 condition and operations of the City as reasonably requested by Assured. The City
23 will permit Assured to discuss the affairs, finances and accounts of the City or any
24 information Assured may reasonably request regarding the security for the
25 Reserve Account Secured Bonds with appropriate officers of the City and will use
26



1 commercially reasonable efforts to enable Assured to have access to the facilities,
2 books and records of the City on any business day upon reasonable prior notice.

3 M. Notices to Assured shall be sent to the following address (or such
4 other address as Assured may designate in writing): Assured Guaranty Municipal
5 Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director--
6 Surveillance, Re: Policy No. _____.
7

8 ARTICLE III

9 MISCELLANEOUS

10 Section 3.1. Ratification of Prior Acts. Any action taken consistent with the
11 authority and prior to the effective date of this Supplemental Ordinance is ratified,
12 approved, and confirmed.
13

14 Section 3.2. General Authorization. The appropriate officers, agents, and
15 employees of the City are authorized and directed to execute and deliver such
16 documents, agreements, notices, and certificates, and to take such other actions,
17 upon consultation with the City Attorney, as may be necessary or desirable and in
18 the best interests of the City to effect the accomplishment of the calculation of the
19 Reserve Account Requirement and the extension of the term of the Surety Policy
20 and to carry out the purposes and intents of this Supplemental Ordinance and the
21 transactions contemplated thereby, including but not limited to the payment of any
22 fee or premium associated with the extension of the term of the Surety Policy.
23
24

25 Section 3.3. Ratification. Except as expressly provided herein, every term
26 and condition contained in the Outstanding Parity Bond Ordinances shall apply to
this Supplemental Ordinance and the Outstanding Parity Bonds with the same



1 force and effect as if the same were herein set forth at length, with such omissions,
2 variations and modification as may be appropriate to make the same conform to
3 this Supplemental Ordinance.

4
5 Except as supplemented and amended by this Supplemental Ordinance,
6 the Outstanding Parity Bond Ordinances are hereby ratified, approved and
7 confirmed and shall continue in full force and effect in accordance with the terms
8 and provisions thereof, as amended and supplemented.

9 Section 3.4. Effective Date of Ordinance. This Supplemental Ordinance
10 shall take effect and be in force 10 days after its passage, approval and
11 publication as required by law.
12

13
14 Passed _____

15
16 _____
17 Mayor

18
19 Attest: _____
20

21 City Clerk

22 Approved as to form and legality:

23 Pacifica Law Group LLP
24 Bond Counsel

25 By _____
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 "Ordinance") is
6 a true and correct copy of an Ordinance of the Council, as finally passed at a
7 regular meeting of the Council held on the ____ day of _____, 2019, and duly
8 recorded in my office.

9
10 2. That said meeting was duly convened and held in all respects in
11 accordance with law, and to the extent required by law, due and proper notice of
12 such meeting was given; that a legal quorum was present throughout the meeting
13 and a legally sufficient number of members of the Council voted in the proper
14 manner for the passage of said Ordinance; that all other requirements and
15 proceedings incident to the proper passage of said Ordinance have been duly
16 fulfilled, carried out and otherwise observed, and that I am authorized to execute
17 this certificate.
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 _____, 2019.
21
22

23 _____
24 City Clerk
25 City of Tacoma, Washington
26