

Approved: 10/20/2021  
Effective: 10/31/2021

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

ORDINANCE NO. 21-080

AUTHORIZING THE ISSUANCE AND SALE OF TAXABLE LIMITED TAX  
GENERAL OBLIGATION BONDS OF THE COUNTY IN AN ORIGINAL  
PRINCIPAL AMOUNT NOT TO EXCEED \$119,000,000 TO REFUND ALL  
OR A PORTION OF THE COUNTY'S LIMITED TAX GENERAL  
OBLIGATION BONDS, 2013, AND PORTIONS OF THE COUNTY'S  
LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2011,  
SERIES B AND LIMITED TAX GENERAL OBLIGATION BONDS, 2012,  
SERIES B (FEDERALLY TAXABLE); PROVIDING FOR THE  
DISPOSITION OF THE PROCEEDS OF SALE OF THE BONDS;  
ESTABLISHING FUNDS FOR THE RECEIPT AND EXPENDITURE OF  
BOND PROCEEDS AND FOR THE PAYMENT OF THE BONDS; AND  
PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE  
PRINCIPAL THEREOF AND INTEREST THEREON

WHEREAS, under Ordinance No. 13-018, the County has previously issued its  
Snohomish County, Washington, Limited Tax General Obligation Bonds, 2013, in the  
original aggregate amount of \$107,885,000 (the "2013 Bonds"); and

WHEREAS, \$99,335,000 in aggregate principal amount of the 2013 Bonds are  
currently outstanding; and

WHEREAS, it is deemed in the best interest of the County to refund all or a  
portion of the 2013 Bonds in order to effect a debt service savings to the County; and

WHEREAS, under Amended Ordinance No. 11-074 and Motion No. 11-457, the  
County has previously issued its Snohomish County, Washington, Limited Tax General  
Obligation Refunding Bonds, 2011, Series B, in the original aggregate amount of  
\$75,170,000 (the "2011B Bonds"); and

WHEREAS, \$40,745,000 in aggregate principal amount of the 2011B Bonds are  
currently outstanding; and

WHEREAS, it is deemed in the best interest of the County to refund that portion  
of the 2011B Bonds allocable to the Sheriff's gun range and Solid Waste transfer station  
projects in order to effect a debt service savings to the County; and

WHEREAS, under Amended Ordinance No. 12-057 and Motion No. 12-381, the  
County has previously issued its Snohomish County, Washington, Limited Tax General  
Obligation Bonds, 2012, Series B (Federally Taxable), in the original aggregate amount  
of \$38,675,000 (the "2012B Bonds"); and

1  
2 WHEREAS, \$26,155,000 in aggregate principal amount of the 2012B Bonds are  
3 currently outstanding; and  
4

5 WHEREAS, it is deemed in the best interest of the County to refund the callable  
6 portion of the 2012B Bonds allocable to the Solid Waste land acquisition project in order  
7 to effect a debt service savings to the County; and  
8

9 WHEREAS, it is deemed necessary and advisable that the County now authorize  
10 the issuance and sale of its taxable limited tax general obligation bonds in an original  
11 principal amount not to exceed \$119,000,000 to refund the Refunded Bonds (as defined  
12 in section 1);  
13

14 NOW, THEREFORE, BE IT ORDAINED:  
15

16 Section 1. **Definitions.** The following capitalized words and terms as used in  
17 this ordinance have the following meanings for all purposes of this ordinance (including  
18 the recitals hereto), unless some other meaning is plainly intended:  
19

20 (1) "Bond Fund" means the bond redemption account established for the  
21 payment of the Bonds as described under Section 12 of this ordinance.  
22

23 (2) "Bonds" means the limited tax general obligation bonds of the County in an  
24 aggregate original principal amount not to exceed \$119,000,000, authorized to be  
25 issued by this ordinance to refund the Refunded Bonds; provided, that if the Bonds are  
26 sold as Combined Bonds, all references to Bonds herein shall also refer to such  
27 Combined Bonds, except for such references in Sections 3(1), 3(2)(a) and 10(1).  
28

29 (3) "Combined Bonds" means the Bonds, together with any other limited tax  
30 general obligation bonds authorized by the County by ordinance enacted in calendar  
31 year 2021, that are designated by the Finance Director to be sold as a single series.  
32

33 (4) "County" means Snohomish County, Washington.  
34

35 (5) "County Council" means the Snohomish County Council.  
36

37 (6) "Date of Issue" means the date on which the Bonds are issued and delivered  
38 to the purchaser in return for payment of the purchase price therefor.  
39

40 (7) "DTC" means The Depository Trust Company, New York, New York.  
41

42 (8) "Escrow Agent" means the corporate trustee chosen to serve as such as  
43 described under Section 12 of this ordinance.  
44

45 (9) "Finance Director" means the director of the County Finance Department or  
46 any other County officer who succeeds to the duties now delegated to that office.

1  
2 (10) "Government Obligations" means "government obligations," as defined in  
3 chapter 39.53 RCW, as now in existence or amended after the effective date of this  
4 ordinance.

5  
6 (11) "Issuance Costs Account" means the account of that name created in the  
7 Refunding Fund as described under Section 12 of this ordinance.

8  
9 (12) "Letter of Representations" means the Blanket Issuer Letter of  
10 Representations, dated November 5, 2020, from the County to DTC.

11  
12 (13) "Official Notice of Bond Sale" means, if the Bonds are sold by competitive  
13 bid, the official notice of sale therefor prepared as described under Section 9 of this  
14 ordinance.

15  
16 (14) "Record Date" means, for an interest or principal payment date or for a  
17 maturity date, the 15th day of the calendar month next preceding that date.

18  
19 (15) "Refunded Bonds" means, collectively, the Refunded 2013 Bonds, the  
20 Refunded 2011B Bonds and the Refunded 2012B Bonds.

21  
22 (16) "Refunded 2011B Bond Redemption Date" means the date set for the  
23 redemption of the Refunded 2011B Bonds, as identified in the Sale Instrument.

24  
25 (17) "Refunded 2011B Bonds" means those outstanding 2011B Bonds to be  
26 refunded under the Refunding Plan, as identified in the Sale Instrument.

27  
28 (18) "Refunded 2012B Bond Redemption Date" means the date set for the  
29 redemption of the Refunded 2012B Bonds, as identified in the Sale Instrument.

30  
31 (19) "Refunded 2012B Bonds" means those outstanding 2012B Bonds to be  
32 refunded under the Refunding Plan, as identified in the Sale Instrument.

33  
34 (20) "Refunded 2013 Bond Redemption Date" means the date set for the  
35 redemption of the Refunded 2013 Bonds, as identified in the Sale Instrument.

36  
37 (21) "Refunded 2013 Bonds" means those outstanding 2013 Bonds to be  
38 refunded under the Refunding Plan, as identified in the Sale Instrument.

39  
40 (22) "Refunding Fund" means the special fund established as described under  
41 Section 12 of this ordinance for the refunding of the Refunded Bonds and the payment  
42 of costs of issuing the Bonds.

43  
44 (23) "Refunding Plan" means the plan to refund the Refunded Bonds and pay  
45 costs related to the sale and issuance of the Bonds, as will be more particularly set forth  
46 in the Sale Instrument.

1  
2 (24) "Register" means the registration books maintained by the Registrar for  
3 purposes of identifying ownership of the Bonds.  
4

5 (25) "Registrar" means the fiscal agent of the state of Washington appointed  
6 from time to time by the Washington State Finance Committee under chapter 43.80  
7 RCW, serving as the registrar, authenticating agent, paying agent and transfer agent for  
8 the Bonds.  
9

10 (26) "Rule" means Securities and Exchange Commission Rule 15c2-12 under  
11 the Securities and Exchange Act of 1934, as it may be amended from time to time.  
12

13 (27) "Sale Instrument" means (a) if the Bonds are sold by negotiated sale, the  
14 purchase contract therefor; or (b) if the Bonds are sold by competitive bid, the notice of  
15 sale, the winning bid and a notice of acceptance of bid from the Finance Director, in  
16 each case establishing, among other things, the dated date, principal amounts and  
17 maturity dates, interest rates and interest payment dates, and the redemption provisions  
18 for the Bonds.  
19

20 (28) "2011B Bonds" means the outstanding Snohomish County, Washington,  
21 Limited Tax General Obligation Refunding Bonds, 2011, Series B.  
22

23 (29) "2011B Escrow Account" means the account of that name created in the  
24 Refunding Fund as described under Section 12 of this ordinance.  
25

26 (30) "2012B Bonds" means the outstanding Snohomish County, Washington,  
27 Limited Tax General Obligation Bonds, 2012, Series B (Federally Taxable).  
28

29 (31) "2012B Escrow Account" means the account of that name created in the  
30 Refunding Fund as described under section 13 of this ordinance.  
31

32 (32) "2013 Bonds" means the outstanding Snohomish County, Washington,  
33 Limited Tax General Obligation Bonds, 2013.  
34

35 (33) "2013 Escrow Account" means the account of that name created in the  
36 Refunding Fund as described under section 13 of this ordinance.  
37

38 Section 2. **Findings.** The County Council makes the following findings:  
39

40 (1) The refunding of the Refunded Bonds pursuant to the Refunding Plan will  
41 effect a debt service savings to the County.  
42

43 (2) The issuance and sale of taxable limited tax general obligation bonds of the  
44 County, payable from regular property taxes or other revenues, taxes and money of the  
45 County legally available for such purposes, to undertake the Refunding Plan are in the  
46 best interests of the County and its citizens.

1  
2           Section 3.     **Purpose, Authorization and Description of Bonds.**  
3

4           (1) Purpose and Authorization of Bonds. The County authorizes the issuance of  
5 the Bonds to obtain financing to undertake the Refunding Plan. The County may sell  
6 the Bonds as a separate series or as Combined Bonds.  
7

8           (2) Description of Bonds.  
9

10           (a) If the Bonds are sold as a separate series of Bonds, the Bonds will be  
11 designated “Snohomish County, Washington, Limited Tax General Obligation  
12 Refunding Bonds, 2021 (Federally Taxable),” with an applicable series  
13 designation, in an original principal amount not to exceed \$119,000,000, all as  
14 established by the related Sale Instrument. If the Bonds are sold as Combined  
15 Bonds with other bonds of the County that are not refunding bonds, the Bonds  
16 and such other bonds comprising the Combined Bonds will be designated  
17 “Snohomish County, Washington, Limited Tax General Obligation and Refunding  
18 Bonds, 2021 (Federally Taxable),” with an applicable series designation, as  
19 established by the related Sale Instrument.  
20

21           (b) The Bonds will be dated as of their date, will mature on June 1 or  
22 December 1 in each of the years and in the principal amounts, will bear interest  
23 (computed on the basis of a 360-day year of twelve 30-day months) from their  
24 date or the most recent interest payment date to which interest has been paid or  
25 provided for, whichever is later, at the rates and payable, commencing not later  
26 than June 1, 2022, and on June 1 and December 1 in the years, will be subject to  
27 optional and mandatory redemption before maturity at the prices, in the amounts  
28 and in the manner, and will be subject to the other terms and provisions as the  
29 County will establish by the Sale Instrument. The Bonds will be fully registered  
30 as to both principal and interest, will be in the denomination of \$5,000 each or  
31 any integral multiple thereof (but no Bond will represent more than one maturity),  
32 and will be numbered separately in the manner and with any additional  
33 designation as the Registrar deems necessary for purposes of identification.  
34

35           (3) Initial Immobilization of Bonds; Depository Provisions. The Bonds will initially  
36 be held in fully immobilized form by DTC acting as depository under the terms and  
37 conditions set forth in the Letter of Representations. Neither the County nor the  
38 Registrar will have any responsibility or obligation to DTC participants or the persons for  
39 whom they act as nominees with respect to the Bonds with respect to the accuracy of  
40 any records maintained by DTC or any DTC participant, the payment by DTC or any  
41 DTC participant of any amount in respect of principal or redemption price of or interest  
42 on the Bonds, any notice that is permitted or required to be given to registered owners  
43 under this ordinance (except any notice required to be given by the County to the  
44 Registrar or to DTC), the selection by DTC or any DTC participant of any person to  
45 receive payment in the event of a partial redemption of the Bonds or any consent given  
46 or other action taken by DTC as owner of the Bonds.

1  
2 The Bonds will initially be issued in denominations equal to the aggregate  
3 principal amount of each maturity and will initially be registered in the name of Cede &  
4 Co., as the nominee of DTC. Bonds so registered will be held in fully immobilized form  
5 by DTC as depository. For so long as any Bonds are held in fully immobilized form,  
6 DTC, its successor or any substitute depository appointed by the County, as applicable,  
7 will be the registered owner for all purposes hereunder and all references to registered  
8 owners, bondowners, bondholders, owners or the like will mean DTC or its nominees  
9 and will not mean the owners of any beneficial interests in the Bonds. Registered  
10 ownership of the Bonds, or any portions thereof, may not thereafter be transferred  
11 except:

12  
13 (a) To any successor of DTC or its nominee, if that successor will be  
14 qualified under any applicable laws to provide the services proposed to be  
15 provided by it;

16  
17 (b) To any substitute depository appointed by the County under this  
18 subsection or the substitute depository's successor; or

19  
20 (c) To any person as provided in this ordinance if the Bonds are no longer  
21 held in immobilized form.

22  
23 Upon the resignation of DTC or its successor (or any substitute depository or its  
24 successor) from its functions as depository, or a determination by the County that it is  
25 no longer in the best interests of beneficial owners of the Bonds to continue the system  
26 of book entry transfers through DTC or its successor (or any substitute depository or its  
27 successor), the County may appoint a substitute depository. Any substitute depository  
28 will be qualified under any applicable laws to provide the services proposed to be  
29 provided by it.

30  
31 In the case of any transfer under clause (a) or (b) of the second paragraph of this  
32 subsection, the Registrar, upon receipt of all outstanding Bonds together with a written  
33 request on behalf of the County, will issue a single new bond certificate for each  
34 maturity of Bonds then outstanding, registered in the name of the successor or the  
35 substitute depository, or its nominee, as the case may be, all as specified in the written  
36 request of the County.

37  
38 If DTC or its successor (or substitute depository or its successor) resigns from its  
39 functions as depository, and no substitute depository can be obtained, or the County  
40 determines that it is in the best interests of the beneficial owners of the Bonds that they  
41 be able to obtain bond certificates, the ownership of the Bonds may be transferred to  
42 any person as provided in this ordinance, and the Bonds will no longer be held in fully  
43 immobilized form. The County will deliver a written request to the Registrar, together  
44 with a supply of definitive Bonds, to issue Bonds as provided in this ordinance in any  
45 authorized denomination. Upon receipt of all then outstanding Bonds by the Registrar,  
46 together with a written request on behalf of the County to the Registrar, new Bonds will

1 be issued in the denominations and registered in the names of the persons as are  
2 requested in the written request.

3  
4 (4) Place, Manner and Medium of Payment. Both principal of and interest on the  
5 Bonds will be payable in lawful money of the United States of America. For so long as  
6 any outstanding Bonds are registered in the name of Cede & Co., or its registered  
7 assigns, as nominee of DTC, payments of principal of and interest on the Bonds will be  
8 made in immediately available funds on the date payment is due and payable at the  
9 place and in the manner provided in the Letter of Representations.

10  
11 If the Bonds are no longer held in fully immobilized form by DTC or its successor  
12 (or substitute depository or its successor), interest on the Bonds will be paid by check or  
13 draft mailed to the registered owners of the Bonds at the addresses for the registered  
14 owners appearing on the Register on the Record Date for that interest payment date, or  
15 by electronic transfer on the interest payment date to an account within the United  
16 States designated by a registered owner of at least \$1,000,000 in principal amount of  
17 the Bonds. The County is not required to make electronic transfers except to a  
18 registered owner of Bonds under a request in writing received by the Record Date for  
19 that interest payment date and any electronic transfer is at the sole expense of that  
20 registered owner. Principal of the Bonds will be payable at maturity or on the dates as  
21 may be fixed for prior redemption upon presentation and surrender of the Bonds by the  
22 owners to the Registrar.

23  
24 (5) Form of Bonds. The Bonds or any Combined Bonds shall be word  
25 processed, printed or lithographed on good bond paper in a form consistent with this  
26 ordinance and Washington state law.

27  
28 (6) Execution of Bonds. The Bonds will be executed on behalf of the County  
29 with the manual or facsimile signatures of the County Executive and the Clerk of the  
30 County Council, and will have the seal of the County impressed or imprinted thereon.

31  
32 If any officer who has executed the Bonds ceases to be an officer of the County  
33 authorized to sign the Bonds before the Bonds bearing that person's signature are  
34 authenticated or delivered by the Registrar or issued by the County, those Bonds may  
35 nevertheless be authenticated, issued and delivered and, when authenticated, issued  
36 and delivered, will be as binding upon the County as though that person had continued  
37 to be an officer of the County authorized to sign the Bonds. Any Bond also may be  
38 signed on behalf of the County by any person who, on the actual date of signing of the  
39 Bond, is an officer of the County authorized to sign the Bonds, although that person did  
40 not hold the required office on the date of issuance of the Bonds.

41  
42 Only Bonds bearing a Certificate of Authentication, manually executed by the  
43 Registrar, will be valid or obligatory for any purpose or entitled to the benefits of this  
44 ordinance. The Certificate of Authentication will be conclusive evidence that the Bonds  
45 so authenticated have been executed, authenticated and delivered hereunder and are  
46 entitled to the benefits of this ordinance.

1  
2           Section 4.    **Open Market Purchase.** The County reserves the right to  
3 purchase any or all of the Bonds on the open market at any time and at any price.  
4

5           Section 5.    **Registration, Transfer and Exchange of Bonds.** The County  
6 adopts for the Bonds the system of registration specified and approved by the  
7 Washington State Finance Committee. The Registrar will keep, or cause to be kept, at  
8 its principal corporate trust office, sufficient books for the registration and transfer of the  
9 Bonds, which will at all times be open to inspection by the County. The Register will  
10 contain the name and mailing address of the owner (or nominee thereof) of each Bond,  
11 and the principal amount and number of Bonds held by each owner or nominee. The  
12 Registrar is authorized, on behalf of the County, to authenticate and deliver Bonds  
13 transferred or exchanged for other Bonds in accordance with the provisions thereof and  
14 of this ordinance, and to carry out all of the Registrar's powers and duties under this  
15 ordinance.  
16

17           The Registrar will be responsible for its representations contained in the  
18 Certificate of Authentication on the Bonds. The Registrar may become the owner of  
19 Bonds with the same rights it would have if it were not the Registrar, and to the extent  
20 permitted by law may act as depository for and permit any of its officers or directors to  
21 act as a member of, or in any other capacity with respect to, any committee formed to  
22 protect the rights of Bond owners.  
23

24           Upon surrender thereof to the Registrar, the Bonds are exchangeable for other  
25 Bonds of the same maturity and interest rate and for the same aggregate principal  
26 amount, in any authorized denomination. Bonds may be transferred only if endorsed in  
27 the manner provided thereon and surrendered to the Registrar. Upon surrender, the  
28 Registrar will cancel the surrendered Bond and will authenticate and deliver, without  
29 charge to the owner or transferee therefor (other than taxes, if any, payable on account  
30 of transfer), one or more (at the option of the new owner) new Bonds of the same  
31 maturity and interest rate and for the same aggregate principal amount, in any  
32 authorized denomination, naming as owner the person or persons listed as the  
33 assignee on the assignment form appearing on the canceled and surrendered Bond, in  
34 exchange therefor. The Registrar will not be obligated to transfer or exchange any  
35 Bond during the period beginning at the opening of business on the Record Date for a  
36 maturity date and ending at the close of business on that maturity date.  
37

38           The County and the Registrar, each in its discretion, may deem and treat the  
39 registered owner of each Bond as the absolute owner thereof for all purposes, and  
40 neither the County nor the Registrar will be affected by any notice to the contrary.  
41

42           Section 6.    **Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond  
43 becomes mutilated, the Registrar will authenticate and deliver one or more (at the  
44 option of the registered owner) new Bonds of the same maturity and interest rate and  
45 for the same aggregate principal amount, in any authorized denomination, in exchange  
46 and substitution therefor, upon the owner's paying the expenses and charges of the



1 County and the Registrar in connection therewith and upon surrender to the Registrar of  
2 the mutilated Bond. Every mutilated Bond so surrendered will be canceled and  
3 destroyed by the Registrar.  
4

5 If any Bond is lost, stolen or destroyed, the Registrar may authenticate and  
6 deliver one or more (at the option of the registered owner) new Bonds of the same  
7 maturity and interest rate and for the same aggregate principal amount, in any  
8 authorized denomination, to the registered owner thereof upon the owner's paying the  
9 expenses and charges of the County and the Registrar in connection therewith and  
10 upon the owner's filing with the Registrar evidence satisfactory to the Registrar that the  
11 Bond was lost, stolen or destroyed and of that person's ownership thereof, and upon  
12 furnishing the County and the Registrar with indemnity satisfactory to the Finance  
13 Director and the Registrar.  
14

15 Section 7. **Pledge of Taxation and Credit.** The County irrevocably  
16 covenants and agrees that, for as long as any of the Bonds are outstanding and unpaid,  
17 each year it will include in its budget and levy an *ad valorem* tax upon all the property  
18 within the County subject to taxation in an amount that will be sufficient, together with all  
19 other revenues and money of the County legally available for such purposes, to pay the  
20 principal of and interest on the Bonds as the same will become due.  
21

22 The County irrevocably pledges that the annual tax provided for in this ordinance  
23 to be levied for the payment of such principal and interest will be within and as a part of  
24 the tax levy permitted to counties without a vote of the people, and that a sufficient  
25 portion of the taxes to be levied and collected annually by the County prior to the full  
26 payment of the principal of and interest on the Bonds will be and is irrevocably set  
27 aside, pledged and appropriated for the payment of the principal of and interest on the  
28 Bonds.  
29

30 The full faith, credit and resources of the County are irrevocably pledged for the  
31 annual levy and collection of said taxes and for the prompt payment of the principal of  
32 and interest on the Bonds as the same will become due.  
33

34 Section 8. **Other Covenants and Warranties.** The County makes the  
35 following additional covenants with and warranties to the owners of the Bonds:  
36

37 (1) The County has full legal right, power and authority to enact this ordinance,  
38 and as of the Date of Issue, will have full legal right, power and authority to sell, issue  
39 and deliver the Bonds as provided in this ordinance and to carry out and consummate  
40 all other transactions contemplated by this ordinance.  
41

42 (2) As of the Date of Issue, by all necessary official action, the County will have  
43 authorized and approved the execution and delivery of, and the performance by the  
44 County of its obligations contained in, the Bonds and this ordinance and the  
45 consummation by it of all other transactions necessary to effectuate this ordinance in  
46 connection with the issuance of the Bonds, and these authorizations and approvals will

1 be in full force and effect and will not have been amended, modified or supplemented in  
2 any material respect.

3  
4 (3) This ordinance, when effective, will be a legal, valid and binding obligation of  
5 the County.

6  
7 (4) When issued, sold, authenticated and delivered as provided in this  
8 ordinance, the Bonds will be legal, valid and binding general obligations of the County.

9  
10 (5) The enactment of this ordinance, and compliance on the County's part with  
11 the provisions contained herein, will not conflict with, constitute a breach of, or  
12 constitute a default under, any constitutional provisions, law, administrative regulation,  
13 judgment, decree, loan agreement, indenture, bond, note, resolution, ordinance, motion,  
14 agreement or other instrument to which the County is a party or to which the County or  
15 any of its property or assets are otherwise subject.

16  
17 (6) The Bonds will be issued within all statutory and constitutional debt  
18 limitations applicable to the County.

19  
20 **Section 9. Sale of Bonds.**

21  
22 (1) General; Delegation of Authority. The County authorizes the public sale of  
23 the Bonds. The Finance Director is authorized to execute a Sale Instrument on behalf  
24 of the County for the Bonds in accordance with the terms of this ordinance. The  
25 Finance Director will determine, in consultation with the County's municipal advisor,  
26 whether the Bonds will be sold separately or as Combined Bonds.

27  
28 (a) Bonds Sold Separately. If the Finance Director determines that the  
29 Bonds shall be sold separately, then:

30  
31 (i) The original aggregate principal amount of the Bonds shall not  
32 exceed \$119,000,000;

33  
34 (ii) One or more rates of interest may be fixed for the Bonds, which  
35 rate(s) must be in multiples of 1/1000<sup>th</sup> of 1%, and no rate of interest for  
36 any maturity of the Bonds shall exceed 5.00%;

37  
38 (iii) The true interest cost to the County for the Bonds shall not  
39 exceed 4.00%;

40  
41 (iv) The purchase price for the Bonds shall not be less than 95%  
42 nor greater than 140% of the original aggregate principal amount of the  
43 Bonds;

1 (v) The Bonds may be issued subject to provisions for optional  
2 redemption prior to maturity at a price of par, plus accrued interest, if any,  
3 commencing not later than 10.5 years following the Date of Issue;  
4

5 (vi) The Bonds may be issued subject to provisions for mandatory  
6 redemption prior to maturity, including designation of term bonds, if any, at  
7 a price of par;  
8

9 (vii) The final maturity date of the Bonds shall not be later than  
10 December 1, 2043; and  
11

12 (viii) The Date of Issue of the Bonds shall not be later than March  
13 31, 2022.  
14

15 (b) Combined Bonds. If the Finance Director determines that the Bonds  
16 shall be sold as Combined Bonds, then:  
17

18 (i) The original aggregate principal amount of all of the Combined  
19 Bonds shall not exceed the sum of the respective maximum principal  
20 amount of the bonds comprising the Combined Bonds, as authorized by  
21 their respective ordinances;  
22

23 (ii) One or more rates of interest may be fixed for the Combined  
24 Bonds, which rate(s) must be in multiples of 1/1000<sup>th</sup> of 1%, and no rate of  
25 interest for any maturity of the Combined Bonds shall exceed 5.00%;  
26

27 (iii) The true interest cost to the County for the Combined Bonds  
28 shall not exceed 4.00%;  
29

30 (iv) The purchase price for the Combined Bonds shall not be less  
31 than 95% nor greater than 140% of the original aggregate principal  
32 amount of the Bonds;  
33

34 (v) The Combined Bonds may be issued subject to provisions for  
35 optional redemption prior to maturity at a price of par, plus accrued  
36 interest, if any, commencing not later than 10.5 years following the Date of  
37 Issue;  
38

39 (vi) The Combined Bonds may be issued subject to provisions for  
40 mandatory redemption prior to maturity, including designation of term  
41 bonds, if any, at a price of par;  
42

43 (vii) The final maturity date of the Combined Bonds shall not be later  
44 than December 1, 2043; and  
45

1 (viii) The Date of Issue of the Combined Bonds shall not be later  
2 than March 31, 2022.

3  
4 (2) Method of Sale. The Finance Director will determine, in consultation with the  
5 County's municipal advisor, whether the Bonds shall be sold by negotiated sale or  
6 competitive bid.

7  
8 (a) Negotiated Sale. If the Finance Director determines that the Bonds  
9 should be sold by negotiated sale, the Finance Director will, in consultation with  
10 the County's municipal advisor, solicit one or more underwriting firms with which  
11 to negotiate the sale of the Bonds pursuant to a written purchase contract  
12 therefor. Subject to Section 9(1) of this ordinance, if the Bonds are sold by  
13 negotiated sale, the purchase contract for the Bonds will establish the date,  
14 aggregate principal amount, interest payment dates, interest rate(s), maturity  
15 schedule and principal amounts per maturity, redemption provisions and delivery  
16 date of the Bonds. The County Council authorizes the Finance Director (i) to  
17 serve as the County's designated representative; (ii) to accept, on behalf of the  
18 County, the offer to purchase the Bonds pursuant to the purchase contract, which  
19 offer must be consistent with the terms of this ordinance; and (iii) to execute and  
20 deliver the purchase contract for and on behalf of the County. The Finance  
21 Director will provide a copy of the executed purchase contract and report the  
22 results of the Bond sale to the County Council at its administrative session next  
23 following the sale date of the Bonds.

24  
25 (b) Competitive Bid. If the Finance Director determines that the Bonds  
26 should be sold by competitive bid, bids for the purchase of the Bonds will be  
27 received at such time or place and by such means as the Finance Director, in  
28 consultation with the County's municipal advisor, will direct. Subject to Section  
29 9(1) of this ordinance, if the Bonds are to be sold by competitive bid, the Finance  
30 Director is authorized to prepare an Official Notice of Bond Sale for the Bonds,  
31 which notice will establish the date, estimated aggregate principal amount,  
32 interest payment dates, estimated maturity schedule and principal amount per  
33 maturity, redemption provisions and estimated delivery date of the Bonds. After  
34 consultation with the County's municipal advisor, the Finance Director may direct  
35 that the Official Notice of Bond Sale or an abridged form thereof be published in  
36 such newspapers or financial journals as may be deemed desirable or  
37 appropriate by the Finance Director.

38  
39 Upon the date and time established for the receipt of bids for the purchase  
40 of the Bonds by competitive bid, the Finance Director or designee will open the  
41 bids and will cause the bids to be mathematically verified by the County's  
42 municipal advisor. The County Council authorizes the Finance Director (i) to  
43 serve as the County's designated representative; (ii) to accept, on behalf of the  
44 County, the winning bid to purchase the Bonds, which bid may be adjusted with  
45 respect to the aggregate principal amount and principal amount per maturity as  
46 reflected in the written notice of acceptance of winning bid, and which must be

1 consistent with the terms of this ordinance; and (iii) to execute and deliver the  
2 notice of acceptance for and on behalf of the County. The Finance Director will  
3 provide a copy of the executed notice of acceptance and report the results of the  
4 Bond sale to the County Council at its administrative session next following the  
5 sale date of the Bonds.  
6

7 Section 10. **Delivery of Bonds.** Following the sale of the Bonds, the County  
8 will cause definitive Bonds to be prepared, executed and delivered to the purchaser  
9 thereof in accordance with this ordinance.  
10

11 If definitive Bonds are not ready for delivery by the date established for their  
12 delivery to the initial purchaser thereof, then the Finance Director, upon the approval of  
13 the purchaser, may cause to be issued and delivered to the purchaser one or more  
14 temporary Bonds with appropriate omissions, changes and additions. Any temporary  
15 Bond or Bonds will be entitled and subject to the same benefits and provisions of this  
16 ordinance with respect to the payment, security and obligation thereof as definitive  
17 Bonds authorized hereby. A temporary Bond or Bonds will be exchangeable without  
18 cost to the owners thereof for definitive Bonds when the latter are ready for delivery.  
19

20 Section 11. **Bond Fund.** Prior to the effective date of this ordinance, there was  
21 created in the office of the Finance Director a special fund known as the "Limited Tax  
22 General Obligation Debt Service Fund" to be drawn upon to pay the principal of and  
23 interest on the limited tax general obligation bonds of the County. There is authorized  
24 to be created within that fund a special account for the Bonds to be known as the  
25 "Limited Tax General Obligation [and ]Refunding Bond Redemption Account, 2021,  
26 [Series \_\_] (Federally Taxable)" (the "Bond Fund").  
27

28 Any accrued interest received from the sale of the Bonds will be deposited in the  
29 Bond Fund at the time of delivery of the Bonds and will be applied to the payment of  
30 interest thereon.  
31

32 The taxes levied for the purpose of paying principal of and interest on the Bonds  
33 and other funds to be used to pay the Bonds will be deposited in the Bond Fund no later  
34 than the date funds are required for the payment of principal of and interest on the  
35 Bonds; provided, however, that if the payment of principal of or interest on such Bonds  
36 is required before the receipt of the levied taxes, the County may make an interfund  
37 loan to the Bond Fund pending receipt of the taxes. The Bond Fund will be drawn upon  
38 solely for the purpose of paying the principal of and interest on the Bonds. Money in the  
39 Bond Fund not needed to pay the interest or principal next coming due may temporarily  
40 be deposited in institutions or invested in obligations as may be lawful for the  
41 investment of County funds.  
42

43 Section 12. **Refunding Plan.**

44 (1) Refunding Plan. The County shall establish the Refunding Plan pursuant to  
45 the Sale Instrument.  
46

1  
2 (2) Escrow Agent and Escrow Agreement. Before the sale of the Bonds, the  
3 Finance Director shall appoint a corporate trustee to serve as the Escrow Agent for the  
4 Refunding Plan.  
5

6 The Finance Director is directed to obtain from the Escrow Agent an agreement  
7 setting forth the duties, obligations and responsibilities of the Escrow Agent in  
8 connection with the refunding of the Refunded Bonds as provided herein and stating  
9 that the provisions for the payment of the fees, compensation and expenses of the  
10 Escrow Agent are satisfactory to it. To carry out the purposes of this section, the  
11 Finance Director is authorized and directed to execute and deliver to the Escrow Agent  
12 this agreement when the provisions thereof have been fixed and determined.  
13

14 (3) Refunding Fund: 2011B Escrow Account, 2012B Escrow Account, 2013  
15 Escrow Account and Issuance Costs Account. There is authorized to be created a  
16 special account of the County to be maintained with the Escrow Agent, which will be  
17 known as the "Snohomish County Limited Tax General Obligation Refunding Bonds,  
18 2011B/2012B/2013, Taxable Refunding Fund" (the "Refunding Fund"). The Refunding  
19 Fund shall consist of the 2011B Escrow Account, the 2012B Escrow Account, the 2013  
20 Escrow Account and the Issuance Costs Account. The Refunding Fund is to be drawn  
21 upon to pay the principal of and interest on the Refunded Bonds under the Refunding  
22 Plan and paying costs of issuing the Bonds.  
23

24 Proceeds from the sale of the Bonds and any other funds of the County to be  
25 applied to the refunding of the Refunding Plan and paying of costs of issuing the Bonds  
26 shall be paid to the Escrow Agent and deposited in and credited to the 2011B Escrow  
27 Account, the 2012B Escrow Account, the 2013 Escrow Account and the Issuance Costs  
28 Account of the Refunding Fund as set forth in the Sale Instrument. Money in the  
29 Refunding Fund and in the 2011B Escrow Account, the 2012B Escrow Account, the  
30 2013 Escrow Account and Issuance Costs Account therein shall be used immediately  
31 upon receipt thereof to undertake the Refunding Plan, and to pay costs of issuing the  
32 Bonds.  
33

34 The County shall cause the Escrow Agent to use the money in the 2011B Escrow  
35 Account to purchase certain noncallable Government Obligations, as identified in the  
36 Sale Instrument, bearing such interest and maturing as to principal and interest in such  
37 amounts and at such times that, together with any necessary initial cash balance (to be  
38 held uninvested), will provide for the payment of the principal and interest regularly  
39 scheduled to become due on the Refunded 2011B Bonds to and including the Refunded  
40 2011B Bond Redemption Date, and the redemption price of the Refunded 2011B Bonds  
41 called for redemption on the Refunded 2011B Bond Redemption Date equal to the  
42 principal amount thereof. Such Government Obligations shall be purchased at a yield  
43 not greater than the yield permitted by federal tax laws applicable to a taxable refunding  
44 of a tax-exempt bond issue. Such Government Obligations and any necessary initial  
45 cash balance shall be irrevocably deposited into the 2011B Escrow Account.  
46 Alternatively, the County may cause the Escrow Agent to hold all the money in the

1 2011B Escrow Account uninvested. The Escrow Agent is authorized and directed to  
2 pay to the County or, at the direction of the Finance Director, to the fiscal agent of the  
3 state of Washington, sums sufficient to pay, when due, such principal, interest and  
4 redemption price.

5  
6 The County shall cause the Escrow Agent to use the money in the 2012B Escrow  
7 Account to purchase certain noncallable Government Obligations, as identified in the  
8 Sale Instrument, bearing such interest and maturing as to principal and interest in such  
9 amounts and at such times that, together with any necessary initial cash balance (to be  
10 held uninvested), will provide for the payment of the principal and interest regularly  
11 scheduled to become due on the Refunded 2012B Bonds to and including the Refunded  
12 2012B Bond Redemption Date, and the redemption price of the Refunded 2012B Bonds  
13 called for redemption on the Refunded 2012B Bond Redemption Date equal to the  
14 principal amount thereof. Such Government Obligations and any necessary initial cash  
15 balance shall be irrevocably deposited into the 2012B Escrow Account. Alternatively,  
16 the County may cause the Escrow Agent to hold all the money in the 2012B Escrow  
17 Account uninvested. The Escrow Agent is authorized and directed to pay to the County  
18 or, at the direction of the Finance Director, to the fiscal agent of the state of Washington,  
19 sums sufficient to pay, when due, such principal, interest and redemption price.

20  
21 The County shall cause the Escrow Agent to use the money in the 2013 Escrow  
22 Account to purchase certain noncallable Government Obligations, as identified in the  
23 Sale Instrument, bearing such interest and maturing as to principal and interest in such  
24 amounts and at such times that, together with any necessary initial cash balance (to be  
25 held uninvested), will provide for the payment of the principal and interest regularly  
26 scheduled to become due on the Refunded 2013 Bonds to and including the Refunded  
27 2013 Bond Redemption Date, and the redemption price of the Refunded 2013 Bonds  
28 called for redemption on the Refunded 2013 Bond Redemption Date equal to the  
29 principal amount thereof. Such Government Obligations shall be purchased at a yield  
30 not greater than the yield permitted by federal tax laws applicable to a taxable refunding  
31 of a tax-exempt bond issue. Such Government Obligations and any necessary initial  
32 cash balance shall be irrevocably deposited into the 2013 Escrow Account.  
33 Alternatively, the County may cause the Escrow Agent to hold all the money in the 2013  
34 Escrow Account uninvested. The Escrow Agent is authorized and directed to pay to the  
35 County or, at the direction of the Finance Director, to the fiscal agent of the state of  
36 Washington, sums sufficient to pay, when due, such principal, interest and redemption  
37 price.

38  
39 The County shall cause the Escrow Agent to use the money in the Issuance  
40 Costs Account to pay expenses of the acquisition and safekeeping of the Government  
41 Obligations and of the costs of issuing the Bonds.

42  
43 (4) Call of Refunded Bonds for Redemption.

44  
45 (a) Call of Refunded 2011B Bonds for Redemption. Pursuant to the Sale  
46 Instrument, the County will call the Refunded 2011B Bonds for redemption on the

1 Refunded 2011B Bond Redemption Date in accordance with Amended  
2 Ordinance No. 11-074 and Motion No. 11-457, authorizing redemption and  
3 retirement of the Refunded 2011B Bonds prior to their fixed maturities.  
4

5 Pursuant to the Sale Instrument, the County will authorize and direct the  
6 Escrow Agent to provide for the giving of notice of the redemption of the  
7 Refunded 2011B Bonds in accordance with Amended Ordinance No. 11-074 and  
8 Motion No. 11-457. The costs of publication of this notice are an expense of the  
9 County.  
10

11 (b) Call of Refunded 2012B Bonds for Redemption. Pursuant to the Sale  
12 Instrument, the County will call the Refunded 2012B Bonds for redemption on the  
13 Refunded 2012B Bond Redemption Date in accordance with Amended  
14 Ordinance No. 12-057 and Motion No. 12-381, authorizing redemption and  
15 retirement of the Refunded 2012B Bonds prior to their fixed maturities.  
16

17 Pursuant to the Sale Instrument, the County will authorize and direct the  
18 Escrow Agent to provide for the giving of notice of the redemption of the  
19 Refunded 2011B Bonds in accordance with Amended Ordinance No. 12-057 and  
20 Motion No. 12-381. The costs of publication of this notice are an expense of the  
21 County.  
22

23 (c) Call of Refunded 2013 Bonds for Redemption. Pursuant to the Sale  
24 Instrument, the County will call the Refunded 2013 Bonds for redemption on the  
25 Refunded 2013 Bond Redemption Date in accordance with Ordinance No. 13-  
26 018, authorizing redemption and retirement of the Refunded 2013 Bonds prior to  
27 their fixed maturities.  
28

29 Pursuant to the Sale Instrument, the County will authorize and direct the  
30 Escrow Agent to provide for the giving of notice of the redemption of the  
31 Refunded 2013 Bonds in accordance with Ordinance No. 13-018. The costs of  
32 publication of this notice are an expense of the County.  
33

34 Section 13. **Investment of and Accounting for Funds.** Funds deposited in  
35 the funds and accounts described in sections 11 and 12 of this ordinance will be  
36 invested as permitted by law for the sole benefit of the respective funds. In addition to  
37 proceeds of the Bonds, the County may deposit other money in the funds and accounts  
38 described in section 12 of this ordinance. For accounting purposes, Bond proceeds will  
39 be deemed to have been spent first, and then any other funds.  
40

41 Section 14. **Preliminary Official Statement and Final Official Statement.**  
42 The County authorizes and directs the Finance Director: (1) to review and approve the  
43 information contained in the preliminary official statement (the "Preliminary Official  
44 Statement") prepared in connection with the sale of the Bonds; and (2) for the sole  
45 purpose of compliance by the purchaser of the Bonds with subsection (b)(1) of the Rule,  
46 to "deem final" the Preliminary Official Statement as of its date, except for information



1 permitted to be omitted therefrom by the Rule. After the Preliminary Official Statement  
2 has been reviewed and approved in accordance with this section 14, the County  
3 authorizes the distribution of the Preliminary Official Statement to prospective  
4 purchasers of the Bonds.

5  
6 Following the sale of the Bonds, the Finance Director is authorized to review and  
7 approve on behalf of the County a final official statement with respect to the Bonds.  
8 The County agrees to cooperate with the purchaser of the Bonds to deliver or cause to  
9 be delivered, within seven business days from the date of the Sale Instrument and in  
10 sufficient time to accompany any confirmation that requests payment from any customer  
11 of the purchaser, copies of a final official statement pertaining to the Bonds in sufficient  
12 quantity to comply with paragraph (b)(4) of the Rule and the rules of the Municipal  
13 Securities Rulemaking Board.

14  
15 Section 15. **Undertaking to Provide Ongoing Disclosure.** The Finance  
16 Director is authorized and directed to enter into a written undertaking for the benefit of  
17 owners and beneficial owners of the Bonds to the extent required by and consistent with  
18 the requirements of paragraph (b)(5) of the Rule, as applicable to a participating  
19 underwriter for the Bonds.

20  
21 Section 16. **General Authorization.** The Finance Director and other  
22 appropriate County officials, agents and representatives are authorized and directed to  
23 do everything necessary for the prompt sale, issuance, execution and delivery of the  
24 Bonds, and for the proper use and application of the proceeds of the sale thereof.

25  
26 Section 17. **Refunding or Defeasance of Bonds.** The County may issue  
27 refunding obligations pursuant to the laws of the state of Washington or use money  
28 available from any other lawful source to pay when due the principal of and interest on  
29 the Bonds, or any portion thereof included in a refunding or defeasance plan, and to  
30 redeem and retire, refund or defease Bonds and to pay the costs of the refunding or  
31 defeasance.

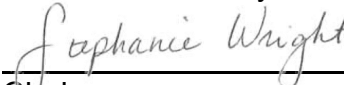
32  
33 If either money or noncallable Government Obligations, or both, maturing at such  
34 time or times and bearing interest to be earned thereon in amounts (together with such  
35 money, if necessary) sufficient to redeem and retire, refund or defease part or all of the  
36 Bonds in accordance with their terms, are set aside in a special account of the County  
37 to effect such redemption and retirement, and such money and the principal of and  
38 interest on the Government Obligations are irrevocably set aside and pledged for those  
39 purposes, then no further payments need be made into the Bond Fund for the payment  
40 of the principal of and interest on the Bonds so provided for, and such Bonds will cease  
41 to be entitled to any lien, benefit or security of this ordinance except the right to receive  
42 the money so set aside and pledged, and such Bonds will be deemed not to be  
43 outstanding hereunder.

44  
45 Section 18. **Contract; Severability.** The covenants contained in this ordinance  
46 are a contract between the County and the owners of each and every Bond. If any

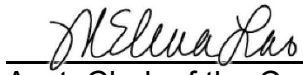
1 provision of this ordinance or its application to any person or circumstance is held  
2 invalid, the remainder of the ordinance or the application of the provision to other  
3 persons or circumstances is not affected.

4  
5 PASSED this 20<sup>th</sup> day of October, 2021.

6  
7 SNOHOMISH COUNTY COUNCIL  
8 Snohomish County, Washington

9  
10   
11 \_\_\_\_\_  
12 Chairperson

13 ATTEST:

14   
15 \_\_\_\_\_  
16 Asst. Clerk of the Council

17 (X) APPROVED  
18 ( ) EMERGENCY  
19 ( ) VETOED

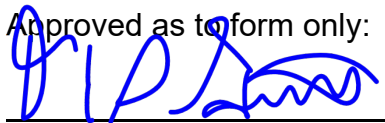
20 DATE: October 21, 2021

21  
22 ATTEST:

23   
24 \_\_\_\_\_  
25 County Executive

26   
27 \_\_\_\_\_

28 Approved as to form only:

29   
\_\_\_\_\_