

CLERK'S OFFICE

APPROVED

Date: 3-8-11

Requested by: Chair of the Assembly at  
the Request of the Mayor

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Counsel

For Reading: K&L Gates LLP  
February 15, 2011

**MUNICIPALITY OF ANCHORAGE, ALASKA  
ORDINANCE NO. 2011-28**

AN ORDINANCE OF THE MUNICIPALITY OF ANCHORAGE, ALASKA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED FIFTEEN MILLION DOLLARS (\$115,000,000) IN AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES; FIXING CERTAIN DETAILS OF SAID NOTES; PROVIDING FOR THE FORM AND MANNER OF SALE OF SAID NOTES; PLEDGING THE RECEIPTS FROM AD VALOREM PROPERTY TAXES TO BE COLLECTED DURING YEAR 2011 AND THE FULL FAITH AND CREDIT TO THE PAYMENT THEREOF; AND DELEGATING CERTAIN MATTERS TO THE CHIEF FISCAL OFFICER IN CONNECTION WITH THE SALE OF THE NOTES.

**WHEREAS**, the Municipality of Anchorage, Alaska (the "Municipality") levies ad valorem taxes on real and personal property on an annual basis with payment thereof allowed to be made in installments; and

**WHEREAS**, the Municipality requires funds to meet on-going expenses until receipt of sufficient money from the payment of ad valorem property taxes to be collected in 2011 and from other revenue sources, and desires to borrow such funds and to issue its tax anticipation notes for this purpose; and

**WHEREAS**, Alaska Statutes, Sections 29.47.010-.040 and Article XV of the Home Rule Charter of the Municipality provide for the borrowing of money by the Municipality in anticipation of tax revenues; and

**WHEREAS**, the Home Rule Charter of the Municipality provides in Section 15.03 that the Assembly by ordinance shall provide for the form and manner of sale of bonds and notes including reasonable limitation upon the sale of bonds and notes to financial consultants of the Municipality; and

**WHEREAS**, the Assembly does herein determine that it is necessary and advisable and in the best interest of the Municipality and its inhabitants that tax anticipation notes in an amount not to exceed \$115,000,000 be issued at this time for the purpose of raising funds to pay on-going expenses of the Municipality until sufficient money from receipt of year 2011 ad valorem property taxes and from other revenue sources is available; now, therefore,

1  
2 **THE ANCHORAGE ASSEMBLY ORDAINS:**  
3

4 **Section 1. Purpose.** The purpose of this ordinance is to authorize the issuance  
5 and sale of not to exceed \$115,000,000 of tax anticipation notes to provide funds  
6 to pay the on-going expenses of the Municipality until sufficient funds from receipt  
7 of year 2011 ad valorem property taxes and from other revenue sources are  
8 available, to provide for original issue discount or premium, if any, to pay the costs  
9 of issuance of the tax anticipation notes authorized herein, and to fix certain details  
10 of said notes to be issued.  
11

12 **Section 2. Definitions.** The following terms shall have the following meanings in  
13 this ordinance:  
14

15 **Assembly** means the Municipal Assembly of the Municipality, as the  
16 general legislative authority of the Municipality established pursuant to its  
17 Home Rule Charter, as the same shall be duly and regularly constituted  
18 from time to time.  
19

20 **Beneficial Owner** means any person that has or shares the power, directly  
21 or indirectly, to make investment decisions concerning ownership of any  
22 Notes (including persons holding Notes through nominees, depositories or  
23 other intermediary).  
24

25 **Chief Fiscal Officer** means the chief fiscal officer of the Municipality  
26 appointed and confirmed pursuant to Section 5.05 of the Home Rule  
27 Charter.  
28

29 **Code** means the Internal Revenue Code of 1986, as heretofore or hereafter  
30 amended, together with all applicable regulations and rulings heretofore or  
31 hereafter promulgated thereunder.  
32

33 **Commission** means the Securities and Exchange Commission.  
34

35 **DTC** means The Depository Trust Company, New York, New York, as  
36 depository for the Notes, or any successor or substitute depository for the  
37 Notes.  
38

39 **Letter of Representations** means the Blanket Issuer Letter of  
40 Representations from the Municipality to DTC dated July 1, 1995, including  
41 DTC's Operational Arrangements referenced in said letter, as they may be  
42 amended from time to time.  
43

44 **MSRB** means the Municipal Securities Rulemaking Board or any successor  
45 to its functions.  
46

1 **Municipal Manager** means the Municipal Manager of the Municipality  
2 appointed and confirmed pursuant to Section 5.03 of the Home Rule  
3 Charter.

4  
5 **Municipality** means the Municipality of Anchorage created upon ratification  
6 of the Home Rule Charter after the election thereon held on September 9,  
7 1975, and the successor thereunder to the City of Anchorage, the City of  
8 Glen Alps, the City of Girdwood and the Greater Anchorage Area Borough,  
9 former municipal corporations of the State of Alaska.

10  
11 **Note** or **Notes** means any of the Municipality's 2011 General Obligation  
12 Tax Anticipation Notes, the issuance and sale of which are authorized  
13 herein.

14  
15 **Note Redemption Fund** means the fund or account of the Municipality  
16 established pursuant to Section 13 of this ordinance for the repayment of  
17 the Notes.

18  
19 **Note Register** means the registration books maintained by the Registrar,  
20 as agent of the Municipality, which include the names and addresses of the  
21 owners or nominees of the owners of the Notes.

22  
23 **Registered Owner** means the person named as the registered owner of a  
24 Note in the Note Register. For so long as the Notes are held in book-entry  
25 only form, DTC shall be deemed to be the sole owner of the Notes, except  
26 for purposes of Section 17 of this ordinance.

27  
28 **Registrar** means the bank or trust company selected by the Chief Fiscal  
29 Officer pursuant to Section 14 of this ordinance for the purposes of  
30 registering and authenticating the Notes, maintaining the Note Register,  
31 and effecting transfer of ownership of the Notes.

32  
33 **Rule** means the Commission's Rule 15c2-12 under the Securities  
34 Exchange Act of 1934, as the same may be amended from time to time.

35  
36 **Rules of Interpretation.** In this ordinance, unless the context otherwise  
37 requires:

- 38  
39 (a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any  
40 similar terms, as used in this ordinance, refer to this ordinance as a  
41 whole and not to any particular article, section, subdivision or clause  
42 hereof, and the term "hereafter" shall mean after, and the term  
43 "heretofore" shall mean before, the date of this ordinance;  
44  
45 (b) Words of the masculine gender shall mean and include correlative  
46 words of the feminine and neuter genders and words importing the

1 singular number shall mean and include the plural number and vice  
2 versa;

3  
4 (c) Words importing persons shall include firms, associations,  
5 partnerships (including limited partnerships), trusts, corporations and  
6 other legal entities, including public bodies, as well as natural  
7 persons;

8  
9 (d) Any headings preceding the text of the several articles and sections  
10 of this ordinance, and any table of contents or marginal notes  
11 appended to copies hereof, shall be solely for convenience of  
12 reference and shall not constitute a part of this ordinance, nor shall  
13 they affect its meaning, construction or effect;

14  
15 (e) All references herein to "articles," "sections" and other subdivisions  
16 or clauses are to the corresponding articles, sections, subdivisions or  
17 clauses hereof; and

18  
19 (f) Words importing the singular number include the plural number and  
20 vice versa.

21  
22 In this ordinance, the Chief Fiscal Officer may be authorized to create a  
23 number of "funds" and/or "accounts." In each case, the Chief Fiscal Officer may  
24 designate each such fund or account in his or her discretion as a fund or as an  
25 account, regardless of its designation in this ordinance.

26  
27 **Section 3. Authority for Ordinance.** Notwithstanding Anchorage Municipal Code  
28 Section 6.20.040, the Municipality has ascertained and hereby determines that  
29 each and every matter and thing as to which provision is made in this ordinance is  
30 necessary in order to carry out and effectuate the purposes of the Municipality in  
31 accordance with the Constitution and statutes of the State of Alaska and the Home  
32 Rule Charter of the Municipality, and to incur the indebtedness and issue the  
33 Notes.

34  
35 **Section 4. Authorization of Notes and Purpose of Issuance.** For the purpose of  
36 providing the funds required to pay the on-going expenses of the Municipality until  
37 sufficient funds from the receipt of year 2011 ad valorem property taxes and from  
38 other revenue sources are available and to pay all costs of issuance, the  
39 Municipality hereby authorizes the sale and issuance of tax anticipation notes of  
40 the Municipality (the "Notes") in the aggregate principal amount of not to exceed  
41 \$115,000,000 as determined by the Chief Fiscal Officer pursuant to Section 16 of  
42 this ordinance.

43  
44 **Section 5. Designation, Interest Rate, Maturity and Payment Date.** The Notes  
45 shall be designated "Municipality of Anchorage, Alaska, 2011 General Obligation  
46 Tax Anticipation Notes," shall be dated the date of their initial issuance and

1 delivery, shall be numbered separately in the manner and with any additional  
2 designation as the Registrar deems necessary for purposes of identification; shall  
3 be dated as of the date of their issuance and shall mature no later than  
4 December 29, 2011, as established by the Chief Fiscal Officer pursuant to  
5 Section 16 of this ordinance.  
6

7 The Notes shall bear interest from their date calculated on the basis of a  
8 360-day year composed of twelve 30-day months from their date payable at the  
9 maturity thereof at the rate per annum fixed and determined by the Chief Fiscal  
10 Officer pursuant to Section 16 of this ordinance.  
11

12 **Section 6. Registration, Transfer and Exchange.**  
13

- 14 (a) *Registrar/Note Register.* The Notes shall be issued only in  
15 registered form as to both principal and interest. The Chief Fiscal  
16 Officer is hereby authorized to appoint a Registrar for the Notes in  
17 accordance with Section 14 of this ordinance. The Municipality shall  
18 cause a Note Register to be maintained by the Registrar. So long as  
19 any Notes remain outstanding, the Registrar shall make all  
20 necessary provisions to permit the exchange or registration of  
21 transfer of Notes at its principal corporate trust office. The Registrar  
22 may be removed at any time at the option of the Chief Fiscal Officer  
23 of the Municipality and a successor Registrar appointed by the Chief  
24 Fiscal Officer of the Municipality. No resignation or removal of the  
25 Registrar shall be effective until a successor shall have been  
26 appointed and until the successor Registrar shall have accepted the  
27 duties of the Registrar hereunder. The Registrar is authorized, on  
28 behalf of the Municipality, to authenticate and deliver Notes  
29 transferred or exchanged in accordance with the provisions of such  
30 Notes and this ordinance and to carry out all of the Registrar's  
31 powers and duties under this ordinance. The Registrar shall be  
32 responsible for its representations contained in the Certificate of  
33 Authentication on the Notes.  
34

35 The Registrar shall keep, or cause to be kept, the Note  
36 Register which shall at all times be open to inspection by the  
37 Municipality.  
38

- 39 (b) *Registered Ownership.* The Municipality and the Registrar, each in  
40 its discretion, may deem and treat the Registered Owner of each  
41 Note as the absolute owner thereof for all purposes (except as  
42 provided in Section 19 of this ordinance), and neither the Municipality  
43 nor the Registrar shall be affected by any notice to the contrary.  
44 Payment of any such Note shall be made only as described in  
45 Section 6(h) hereof, but such Note may be transferred as herein  
46 provided. All such payments made as described in Section 6(h) shall

1 be valid and shall satisfy and discharge the liability of the  
2 Municipality upon such Note to the extent of the amount or amounts  
3 so paid.  
4

- 5 (c) *DTC Acceptance/Letters of Representations.* The Notes initially  
6 shall be held in fully immobilized form by DTC acting as depository.  
7 To induce DTC to accept the Notes as eligible for deposit at DTC,  
8 the Municipality has executed and delivered to DTC a Blanket Issuer  
9 Letter of Representations. Neither the Municipality nor the Registrar  
10 will have any responsibility or obligation to DTC participants or the  
11 persons for whom they act as nominees (or the participants of any  
12 successor depository or those for who any such successor acts as  
13 nominee) with respect to the Notes in respect of the accuracy of any  
14 records maintained by DTC (or any successor depository) or any  
15 DTC participant, the payment by DTC (or any successor depository)  
16 or any DTC participant of any amount in respect of the principal of or  
17 interest on Notes, any notice which is permitted or required to be  
18 given to Registered Owners under this ordinance (except such  
19 notices as shall be required to be given by the Municipality to the  
20 Registrar or to DTC (or any successor depository)), or any consent  
21 given or other action taken by DTC (or any successor depository) as  
22 the Registered Owner. For so long as any Notes are held in  
23 fully-immobilized form hereunder, DTC or its successor depository  
24 shall be deemed to be the Registered Owner for all purposes  
25 hereunder, and all references herein to the Registered Owners shall  
26 mean DTC (or any successor depository) or its nominee and shall  
27 not mean the owners of any beneficial interest in such Notes.  
28

29 If any Note shall be duly presented for payment and funds  
30 have not been duly provided by the Municipality on such applicable  
31 date, then interest shall continue to accrue thereafter on the unpaid  
32 principal thereof at the rate stated on such Note until it is paid.  
33

- 34 (d) *Use of Depository.*  
35

- 36 (1) The Notes shall be registered initially in the name of "Cede &  
37 Co.", as nominee of DTC, with one Note maturing on each of  
38 the maturity dates for the Notes in a denomination  
39 corresponding to the total principal therein designated to  
40 mature on such date. Registered ownership of such  
41 immobilized Notes, or any portions thereof, may not thereafter  
42 be transferred except (A) to any successor of DTC or its  
43 nominee, provided that any such successor shall be qualified  
44 under any applicable laws to provide the service proposed to  
45 be provided by it; (B) to any substitute depository appointed  
46 by the Chief Fiscal Officer pursuant to subsection (2) below or

1 such substitute depository's successor; or (C) to any person  
2 as provided in subsection (4) below.  
3

4 (2) Upon the resignation of DTC or its successor (or any  
5 substitute depository or its successor) from its functions as  
6 depository or a determination by the Chief Fiscal Officer to  
7 discontinue the system of book entry transfers through DTC or  
8 its successor (or any substitute depository or its successor),  
9 the Chief Fiscal Officer may hereafter appoint a substitute  
10 depository. Any such substitute depository shall be qualified  
11 under any applicable laws to provide the services proposed to  
12 be provided by it.  
13

14 (3) In the case of any transfer pursuant to clause (A) or (B) of  
15 subsection (1) above, the Registrar shall, upon receipt of all  
16 outstanding Notes, together with a written request of the Chief  
17 Fiscal Officer, issue a single new Note, registered in the name  
18 of such successor or such substitute depository, or their  
19 nominees, as the case may be, all as specified in such written  
20 request of the Chief Fiscal Officer.  
21

22 (4) In the event that (A) DTC or its successor (or substitute  
23 depository or its successor) resigns from its functions as  
24 depository, and no substitute depository can be obtained, or  
25 (B) the Chief Fiscal Officer determines that it is in the best  
26 interest of the beneficial owners of the Notes that such owners  
27 be able to obtain such Notes in the form of Note certificates,  
28 the ownership of such Notes may then be transferred to any  
29 person or entity as herein provided, and shall no longer be  
30 held in fully-immobilized form. The Chief Fiscal Officer shall  
31 deliver a written request to the Registrar, together with a  
32 supply of definitive Notes, to issue Notes as herein provided in  
33 any authorized denomination. Upon receipt by the Registrar  
34 of all then outstanding Notes together with a written request of  
35 the Chief Fiscal Officer to the Registrar, new Notes shall be  
36 issued in the appropriate denominations and registered in the  
37 names of such persons as are requested in such written  
38 request.  
39

40 (e) *Registration of Transfer of Ownership or Exchange; Change in*  
41 *Denominations.* The transfer of any Note may be registered and  
42 Notes may be exchanged, but no transfer of any such Note shall be  
43 valid unless it is surrendered to the Registrar with the assignment  
44 form appearing on such Note duly executed by the Registered  
45 Owner or such Registered Owner's duly authorized agent in a  
46 manner satisfactory to the Registrar. Upon such surrender, the

1 Registrar shall cancel the surrendered Note and shall authenticate  
2 and deliver, without charge to the Registered Owner or transferee  
3 therefor, a new Note (or Notes at the option of the new Registered  
4 Owner) of the same date, maturity and interest rate and for the same  
5 aggregate principal amount in any authorized denomination, naming  
6 as Registered Owner the person or persons listed as the assignee  
7 on the assignment form appearing on the surrendered Note, in  
8 exchange for such surrendered and cancelled Note. Any Note may  
9 be surrendered to the Registrar and exchanged, without charge, for  
10 an equal aggregate principal amount of Notes of the same date,  
11 maturity and interest rate, in any authorized denomination. The  
12 Registrar shall not be obligated to register the transfer or to  
13 exchange any Note during the 15 days preceding any interest  
14 payment or principal payment date any such Note is to be redeemed.  
15

16 (f) *Registrar's Ownership of Notes.* The Registrar may become the  
17 Registered Owner of any Note with the same rights it would have if it  
18 were not the Registrar, and to the extent permitted by law, may act  
19 as depository for and permit any of its officers or directors to act as  
20 member of, or in any other capacity with respect to, any committee  
21 formed to protect the right of the Registered Owners of Notes.  
22

23 (g) *Registration Covenant.* The Municipality covenants that, until all  
24 Notes have been surrendered and canceled, it will maintain a system  
25 for recording the ownership of each Note that complies with the  
26 provisions of Section 149 of the Code.  
27

28 (h) *Place and Medium of Payment.* Both principal of and interest on the  
29 Notes shall be payable in lawful money of the United States of  
30 America. Interest on the Notes shall be calculated on the basis of a  
31 year of 360 days and twelve 30-day months. For so long as all  
32 Notes are in fully immobilized form, payments of principal and  
33 interest thereon shall be made as provided in accordance with the  
34 operational arrangements of DTC referred to in the Letter of  
35 Representations. In the event that the Notes are no longer in fully  
36 immobilized form, interest on the Notes shall be paid by check or  
37 draft mailed to the Registered Owners at the addresses for such  
38 Registered Owners appearing on the Note Register on the fifteenth  
39 day of the month preceding the interest payment date, or upon the  
40 written request of a Registered Owner of more than \$1,000,000 of  
41 Notes (received by the Registrar at least 15 days prior to the  
42 applicable payment date), such payment shall be made by the  
43 Registrar by wire transfer to the account within the United States  
44 designated by the Registered Owner. Principal of the Notes shall be  
45 payable upon presentation and surrender of such Notes by the  
46 Registered Owners at the principal office of the Registrar.



**Section 7. Redemption of Notes.** The Notes are not subject to redemption prior to their scheduled maturity.

**Section 8. Form of Note.** Each Note shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this ordinance:

UNITED STATES OF AMERICA

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

STATE OF ALASKA  
ANCHORAGE, ALASKA

2011 GENERAL OBLIGATION TAX ANTICIPATION NOTE

INTEREST RATE: \_\_\_\_\_ MATURITY DATE: \_\_\_\_\_, 2011 CUSIP NO.: \_\_\_\_\_

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_

Anchorage, Alaska (the "Municipality"), a municipal corporation of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or its registered assigns on the Maturity Date identified above, the Principal Amount indicated above together with interest thereon at the Interest Rate shown above, payable on the Maturity Date. Payments of principal of and interest on this note shall be made as provided in The Depository Trust Company Operational Arrangements Memorandum dated December 12, 1994, as amended from time to time and referred to in the Blanket Issuer Letter of Representations dated July 1, 1995, between the Municipality and The Depository Trust Company (together, the "Letter of Representations") for so long as this note is held in book entry only form. \_\_\_\_\_ has been appointed as the authentication agent, paying agent and registrar for the notes of this issue (the "Registrar").

The notes of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Alaska, including the Home Rule Charter of the Municipality and Ordinance No. AO- \_\_\_\_\_ duly passed by the Municipal Assembly on \_\_\_\_\_ (the "Note Ordinance"). Capitalized terms used in this note have the meanings given such terms in the Note Ordinance.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the

1 Registrar or its duly designated agent.

2  
3 This note is one of an authorized issue of notes of like date, tenor, rate of  
4 interest and date of maturity, except as to number and amount in the aggregate  
5 principal amount of \$\_\_\_\_\_ and is issued pursuant to the Note Ordinance  
6 for providing funds to operating expenses of the Municipality pending the receipt of  
7 taxes of the and to pay costs of issuance.

8  
9 The notes of this issue are not subject to redemption prior to their stated  
10 maturity.

11  
12 The Municipality hereby irrevocably covenants and agrees with the owner  
13 of this note that it will include in its annual budget and levy taxes annually, within  
14 and as a part of the tax levy permitted to the Municipality without a vote of the  
15 electorate, upon all the property subject to taxation in amounts sufficient, together  
16 with other money legally available therefor, to pay the principal of and interest on  
17 this note as the same shall become due. The full faith, credit and resources of the  
18 Municipality are hereby irrevocably pledged for the annual levy and collection of  
19 such taxes and the prompt payment of such principal and interest.

20  
21 The notes of this issue are not "qualified tax-exempt obligations" for  
22 investment by financial institutions under Section 265(b) of the Code.

23  
24 The pledge of tax levies for payment of principal of and interest on the  
25 notes may be discharged prior to maturity of the notes by making provision for the  
26 payment thereof on the terms and conditions set forth in the Note Ordinance.

27  
28 It is hereby certified that all acts, conditions and things required by the  
29 Constitution and statutes of the State of Alaska and the Home Rule Charter,  
30 ordinances and ordinances of the Municipality to be done precedent to and in the  
31 issuance of this note have happened, been done and performed.

32  
33 IN WITNESS WHEREOF, Anchorage, Alaska, has caused this note to be  
34 executed with the manual or facsimile signature of its Municipal Manager or Mayor  
35 and to be countersigned with the manual or facsimile signature of its Municipal  
36 Clerk and the official seal of the Municipality to be impressed, imprinted or  
37 otherwise reproduced hereon, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ANCHORAGE, ALASKA

By /s/manual or facsimile signature  
[Municipal Manager][Mayor]

Countersigned:

/s/manual or facsimile signature  
Municipal Clerk

(Form of Certificate of Authentication)

Date of Authentication:

This note is one of the Municipality of Anchorage, Alaska, 2011 General Obligation Tax Anticipation Notes, described in and issued pursuant to the within mentioned Note Ordinance.

\_\_\_\_\_, Registrar

By \_\_\_\_\_  
Authorized Signer

In the event the Notes are no longer held in book-entry only form, the form of Notes may be modified to conform to printing requirements and the terms of this ordinance.

**Section 9. Execution of Notes.** The Notes shall be executed on behalf of the Municipality with the manual or facsimile signature of the Municipal Manager or Mayor of the Municipality, attested with the manual or facsimile signature of the Municipal Clerk and authenticated by the manual signature of an authorized representative of the Registrar. The official seal of the Municipality shall be impressed or imprinted or otherwise reproduced on each Note. In case any of the officers who shall have signed, attested or registered any of the Notes shall cease to be such officer before such Notes have been actually issued and delivered, such Notes shall be valid nevertheless and may be issued by the Municipality with the same effect as though the persons who had signed, attested or registered such Notes had not ceased to be such officers.

**Section 10. Lost, Stolen, Destroyed or Mutilated Notes.** In case any Notes shall at any time become mutilated or be lost, stolen or destroyed, the Municipality in the case of such a mutilated Note shall, and in the case of such a lost, stolen or destroyed Note in its discretion may, execute and deliver a new Note of the same interest rate and maturity and of like tenor and effect in exchange or substitution

1 for and upon the surrender and cancellation of such mutilated Note, or in lieu of or  
2 in substitution for such destroyed, stolen or lost Note, or if such stolen, destroyed  
3 or lost Note shall have matured, instead of issuing a substitute therefor, the  
4 Municipality may at its option pay the same without the surrender thereof. Except  
5 in the case where a mutilated Note is surrendered, the applicant for the issuance  
6 of a substitute Note shall furnish to the Registrar evidence satisfactory to it of the  
7 theft, destruction or loss of the original Note, and of the ownership thereof, and  
8 also such security and indemnity as may be required by the Municipality, and no  
9 such substitute Note shall be issued unless the applicant for the issuance thereof  
10 shall reimburse the Municipality for the expenses incurred by the Municipality in  
11 connection with the preparation, execution, issuance and delivery of the substitute  
12 Note, and any such substitute Note shall be equally and proportionately entitled to  
13 the security of this ordinance with all other Notes issued hereunder, whether or not  
14 the Note alleged to have been lost, stolen or destroyed shall be found at any time  
15 or be enforceable by anyone.

16  
17 **Section 11. Defeasance.** In the event that money and/or Acquired Obligations  
18 maturing at such time or times and bearing interest to be earned thereon in  
19 amounts sufficient to redeem and retire any or all of the Notes in accordance with  
20 their terms are set aside in a special trust account in the Note Redemption Fund to  
21 effect such redemption or retirement and such money and the principal of and  
22 interest on such obligations are irrevocably set aside and pledged for such  
23 purpose, then no further payments need be made into the Note Redemption Fund  
24 for the payment of the principal of and interest on such Notes, and such Notes  
25 shall cease to be entitled to any benefit or security of this ordinance except the  
26 right to receive the funds so set aside and pledged, and such Notes shall be  
27 deemed not to be outstanding hereunder.

28  
29 **Section 12. Application of Note Proceeds.** The monies derived from the sale of  
30 the Notes shall be deposited in the fund or funds of the Municipality designated in  
31 the closing memorandum approved by the Chief Fiscal Officer (or her designee)  
32 on the date of delivery of the Notes.

33  
34 Certain funds of the Municipality may be held and maintained in the custody  
35 of the Registrar, as depository, under the terms of the written agreement with the  
36 Registrar. Those funds may be further subdivided into accounts or subaccounts  
37 for accounting purposes. All such money and securities held by the Registrar, as  
38 depository, shall be applied and invested only in accordance with the terms of the  
39 agreement with the Registrar. All interest earnings from investment, if any, of  
40 money held in any fund or account held by the Registrar shall accrue for the  
41 benefit of the invested fund or account. All money, accounts and funds of the  
42 Municipality that may be held by the Registrar, as depository, shall be and  
43 continue to be funds of the Municipality and subject to the terms of this ordinance.

44  
45 **Section 13. Note Redemption Fund and Provision for Tax Levy Payments.** The  
46 Municipality shall establish a fund to be used for the payment of debt service on

1 the Notes (the "Note Redemption Fund") with the Registrar. No later than the date  
2 of maturity, the Municipality shall transmit sufficient funds from legally available  
3 sources of the Municipality to the Registrar for the payment of such principal  
4 and/or interest. Money in the Note Redemption Fund may be invested in legal  
5 investments for Municipality funds.

6  
7 The Municipality hereby irrevocably covenants and agrees that it will  
8 include in its budget and levy an *ad valorem* tax upon all the property within the  
9 Municipality subject to taxation in an amount that will be sufficient, together with all  
10 other revenues and money of the Municipality legally available for such purposes,  
11 to pay the principal of and interest on the Notes as the same shall become due.

12  
13 The Municipality hereby irrevocably pledges that the tax provided for herein  
14 to be levied for the payment of such principal and interest shall be within and as a  
15 part of the tax levy permitted to the Municipality without a vote of the people, and  
16 such amounts are hereby irrevocably set aside, pledged and appropriated for the  
17 payment of the principal of and interest on the Notes. The full faith, credit and  
18 resources of the Municipality are hereby irrevocably pledged for the levy and  
19 collection of said taxes and for the prompt payment of the principal of and interest  
20 on the Notes as the same shall become due.

21  
22 **Section 14. Registrar.** The Chief Fiscal Officer is hereby authorized to appoint a  
23 Registrar for the Notes; provided such company shall be a bank or trust company  
24 organized under the laws of the United States of America or a national banking  
25 association and shall be authorized by law to perform all the duties imposed upon  
26 it by this ordinance.

27  
28 **Section 15. Arbitrage Covenant.** The Municipality covenants with the registered  
29 owners of all Notes at any time outstanding that it will make no use of the  
30 proceeds of the Notes which will cause the Notes to be "arbitrage bonds" subject  
31 to federal income taxation by reason of Section 148 of the Code. As part of the  
32 performance of this covenant, within 25 days of the end of the six-month period  
33 beginning on the date of delivery of the Notes, the Municipality will perform such  
34 calculations as are necessary to determine whether or not the Municipality has  
35 met the "safe harbor" requirements of Section 148(f)(4)(B)(iii) of the Code with  
36 respect to the Notes and, if it has not met such safe harbor requirements, it will,  
37 within 45 days after the retirement of the Notes, calculate the amount, if any, of  
38 investment profits that must be rebated to the United States, and will pay to the  
39 United States the amount of any such investment profit within 60 days of  
40 retirement of the Notes.

41  
42 **Section 16. Sale of Notes, Final Terms, Approval of Official Statement.** The  
43 Notes shall be sold at a competitive public sale. The Chief Fiscal Officer or her  
44 designee shall (a) establish the date of the public sale; (b) establish the criteria by  
45 which the successful bidder will be determined; (c) determine whether a good faith  
46 deposit shall be required and if so, the amount required; (d) cause notice of the

1 public sale to be given; and (e) provide for such other matters pertaining to the  
2 public sale as he deems necessary or desirable. Upon the date and time  
3 established for the receipt of bids for the Notes, the Chief Fiscal Officer or her  
4 designee shall open the bids and shall cause the bids to be mathematically  
5 verified. The Notes shall be sold to the bidder offering to purchase them at the  
6 lowest net interest cost to the Municipality; provided, however, that the Municipality  
7 may reserve the right to reject any and all bids for the Notes and also may waive  
8 any irregularity or informality in any bid. The Chief Fiscal Officer is hereby  
9 authorized to accept the bid of the bidder offering to purchase the Notes in  
10 accordance with the criteria established in this Section so long as (i) the aggregate  
11 principal amount of the Notes does not exceed \$115,000,000; and (ii) the net  
12 interest cost for the Notes (in the aggregate) does not exceed 3.0%.

13  
14 The authority granted to the Chief Fiscal Officer by this Section 16 shall  
15 expire 120 days after the date of approval of this ordinance. If the sale for the  
16 Notes has not been completed within 120 days after the date of final approval of  
17 this ordinance, the authorization for the issuance of the Notes shall be rescinded,  
18 and the Notes shall not be issued nor their sale approved unless such Notes shall  
19 have been re-authorized by ordinance of the Municipality. The ordinance re-  
20 authorizing the issuance and sale of such Notes may be in the form of a new  
21 ordinance repealing this ordinance in whole or in part or may be in the form of an  
22 amendatory ordinance establishing terms and conditions for the authority  
23 delegated under this Section.

24  
25 The Chief Fiscal Officer and/or her designee are hereby authorized to  
26 review and approve on behalf of the Municipality the preliminary and final Official  
27 Statements relative to the Notes with such additions and changes as may be  
28 deemed necessary or advisable to them. The Chief Fiscal Officer is hereby further  
29 authorized to deem final the Preliminary Official Statement for the Notes for  
30 purposes of compliance with the Rule.

31  
32 The Chief Fiscal Officer and other Municipality officials, agents and  
33 representative are hereby authorized and directed to do everything necessary for  
34 the prompt issuance, execution and delivery of the Notes to the successful bidder  
35 and for the proper application and use of the proceeds of sale of the Notes.

36  
37 **Section 17. Undertaking to Provide Ongoing Disclosure.**

- 38  
39 (a) *Contract/Undertaking.* This section constitutes the Municipality's  
40 written undertaking for the benefit of the owners of the Notes as  
41 required by Section (b)(5) of the Rule.  
42  
43 (b) *Financial Statements/Operating Data.* The Municipality agrees to  
44 provide or cause to be provided to the Municipal Securities  
45 Rulemaking Board ("MSRB"), the following annual financial

1 information and operating data for the prior fiscal year (commencing  
2 June 30, 2012 for the fiscal year ending December 31, 2011):  
3

- 4 1. Annual financial statements, which may or may not be audited  
5 prepared in accordance with generally accepted accounting  
6 principles;  
7
- 8 2. The assessed valuation of taxable property in the Municipality;  
9
- 10 3. Ad valorem taxes due and percentage of taxes collected;  
11
- 12 4. Property tax levy rate per \$1,000 of assessed valuation; and  
13
- 14 5. Outstanding general obligation debt of the Municipality.  
15

16 Items 2-5 shall be required only to the extent that such information is not included  
17 in the annual financial statements.  
18

19 Such annual information and operating data described above shall be  
20 provided on or before seven months after the end of the Municipality's fiscal year.  
21 The Municipality's current fiscal year ends December 31. The Municipality may  
22 adjust such fiscal year by providing written notice of the change of fiscal year to  
23 the MSRB. In lieu of providing such annual financial information and operating  
24 data, the Municipality may cross-reference to other documents available to the  
25 public on the MSRB's internet website.  
26

27 If not provided as part of the annual financial information discussed above,  
28 the Municipality shall provide the Municipality's audited annual financial statement  
29 prepared in accordance generally accepted accounting principles when and if  
30 available to the MSRB.  
31

32 (c) *Material Events.* The Municipality agrees to provide or cause to be  
33 provided, in a timely manner to the MSRB notice of the occurrence of  
34 any of the following events with respect to the Notes not in excess of  
35 ten business days after the occurrence of the event:  
36

- 37 • Principal and interest payment delinquencies;
- 38 • Non-payment related defaults, if material;
- 39 • Unscheduled draws on debt service reserves reflecting  
40 financial difficulties;
- 41 • Unscheduled draws on credit enhancements reflecting  
42 financial difficulties;
- 43 • Substitution of credit or liquidity providers, or their failure to  
44 perform;
- 45 • Adverse tax opinions, the issuance by the Internal  
46 Revenue Service of proposed or final determinations of

1                   taxability, Notices of Proposed Issue (IRS Form 5701-  
2                   TEB) or other material notices or determinations with  
3                   respect to the tax status of the security, or other material  
4                   or events affecting the tax-exempt status of the Notes;

- 5                   • Modifications to rights of owners, if material;
- 6                   • Optional, contingent or unscheduled Note calls other than  
7                   scheduled sinking fund redemptions for which notice is  
8                   given pursuant to Exchange Act Release 34-23856, if  
9                   material, and tender offers;
- 10                  • Defeasances;
- 11                  • Release, substitution or sale of property securing the  
12                  repayment of the Notes, if material;
- 13                  • Rating changes;
- 14                  • Bankruptcy, insolvency, receivership or similar event of the  
15                  Municipality;
- 16                  • The consummation of a merger, consolidation, or  
17                  acquisition of the Municipality or the sale of all or  
18                  substantially all of the assets of the Municipality, other than  
19                  in the ordinary course of business, the entry into a  
20                  definitive agreement to undertake such an action or the  
21                  termination of a definitive agreement to undertake such an  
22                  action, other than pursuant to its terms, if material; and
- 23                  • Appointment of a successor or additional trustee or the  
24                  change of name of the trustee, if material.

25  
26                  Solely for purposes of information, but without intending to modify this  
27                  agreement, with respect to the notice regarding property securing the repayment  
28                  of the Notes, the Municipality will state in its Preliminary and Final Official  
29                  Statements that there is no property securing the repayment of the Notes.

30  
31                  (d)   *Notice Upon Failure to Provide Financial Data.* The Municipality  
32                  agrees to provide or cause to be provided, in a timely manner, to the  
33                  MSRB notice of its failure to provide the annual financial information  
34                  described in subsection (b) above on or prior to the date set forth in  
35                  subsection (b) above.

36  
37                  (e)   *EMMA; Format for Filings with the MSRB.* Until otherwise  
38                  designated by the MSRB or the Commission, any information or  
39                  notices submitted to the MSRB in compliance with the Rule are to be  
40                  submitted through the MSRB's Electronic Municipal Market Access  
41                  system ("EMMA"), currently located at [www.emma.msrb.org](http://www.emma.msrb.org). All  
42                  notices, financial information and operating data required by this  
43                  undertaking to be provided to the MSRB must be in an electronic  
44                  format as prescribed by the MSRB. All documents provided to the  
45                  MSRB pursuant to this undertaking must be accompanied by  
46                  identifying information as prescribed by the MSRB.



- 1  
2 (f) *Termination/Modification.* The Municipality's obligations to provide  
3 annual financial information and notices of material events shall  
4 terminate upon the legal defeasance, prior redemption or payment in  
5 full of all of the Notes. Any provision of this section shall be null and  
6 void if the Municipality (1) obtains an opinion of nationally recognized  
7 bond counsel to the effect that the portion of the Rule that requires  
8 that provision is invalid, has been repealed retroactively or otherwise  
9 does not apply to the Notes and (2) notifies the MSRB of such  
10 opinion and the cancellation of this section.  
11

12 The Municipality may amend this section with an opinion of nationally  
13 recognized bond counsel in accordance with the Rule. In the event of any  
14 amendment of this section, the Municipality shall describe such amendment in the  
15 next annual report, and shall include a narrative explanation of the reason for the  
16 amendment and its impact on the type (or in the case of a change of accounting  
17 principles, on the presentation) of financial information or operating data being  
18 presented by the Municipality. In addition, if the amendment relates to the  
19 accounting principles to be followed in preparing financial statements, (1) notice of  
20 such change shall be given in the same manner as for a material event under  
21 Subsection (c), and (2) the annual report for the year in which the change is made  
22 shall present a comparison (in narrative form and also, if feasible, in quantitative  
23 form) between the financial statements as prepared on the basis of the new  
24 accounting principles and those prepared on the basis of the former accounting  
25 principles.  
26

- 27 (g) *Note Owner's Remedies Under this Section.* A Note owner's right to  
28 enforce the provisions of this section shall be limited to a right to  
29 obtain specific enforcement of the Municipality's obligations  
30 hereunder, and any failure by the Municipality to comply with the  
31 provisions of this undertaking shall not be a default with respect to  
32 the Notes under this ordinance.  
33

- 34 (h) *Additional Information.* Nothing in this Section 17 shall be deemed to  
35 prevent the Municipality from disseminating any other information,  
36 using the means of dissemination set forth in this Section 17 or any  
37 other means of communication, or including any other information in  
38 any annual financial statement or notice of occurrence of a material  
39 event, in addition to that which is required by this Section 17. If the  
40 Municipality chooses to include any information in any annual  
41 financial statement or notice of the occurrence of a material event in  
42 addition to that specifically required by this Section 17 the  
43 Municipality shall have no obligation under this ordinance to update  
44 such information or to include it in any future annual financial  
45 statement or notice of occurrence of a material event.  
46

1 **Section 18. Authority of Officers.** The Mayor, the Municipal Manager, the Chief  
2 Fiscal Officer, the Municipal Clerk and the acting Municipal Clerk from time to time,  
3 are, and each of them hereby is, authorized and directed to do and perform all  
4 things and determine all matters not determined by this ordinance, or to be  
5 determined by a subsequent ordinance or ordinance of the Municipality, to the end  
6 that the Municipality may carry out its obligations under the Notes and this  
7 ordinance.  
8

9 **Section 19. Amendatory and Supplemental Ordinances.**

10  
11 (a) The Assembly from time to time and at any time may adopt an  
12 ordinance or ordinances supplemental hereto, which ordinance or  
13 ordinances thereafter shall become a part of this ordinance, for any  
14 one or more of the following purposes:  
15

16 (1) To add to the covenants and agreements of the Municipality in  
17 this ordinance contained, other covenants and agreements  
18 thereafter to be observed, or to surrender any right or power  
19 herein reserved to or conferred upon the Municipality.  
20

21 (2) To make such provisions for the purpose of curing any  
22 ambiguities or of curing, correcting or supplementing any  
23 defective provision contained in this ordinance or in regard to  
24 matters or questions arising under this ordinance as the  
25 Assembly may deem necessary or desirable and not  
26 inconsistent with this ordinance and which shall not adversely  
27 affect the interests of the registered owners of the Notes.  
28

29 Any such supplemental ordinance of the Assembly may be adopted without  
30 the consent of the registered owner of any of the Notes at any time outstanding,  
31 notwithstanding any of the provisions of subsection (b) of this Section.  
32

33 (b) With the consent of the registered owners of not less than 60% in  
34 aggregate principal amount of the Notes at the time outstanding, the  
35 Assembly may adopt an ordinance or ordinances supplemental  
36 hereto for the purpose of adding any provisions to or changing in any  
37 manner or eliminating any of the provisions of this ordinance or of  
38 any supplemental ordinance; provided, however, that no such  
39 supplemental ordinance shall:  
40

41 (1) Extend the fixed maturity of the Notes, or reduce the rate of  
42 interest thereon, or extend the time of payment of interest  
43 from its due date, or reduce the amount of the principal  
44 thereof, without the consent of the owner of each Note so  
45 affected; or  
46

- 1 (2) Reduce the aforesaid percentage of owners of Notes required  
2 to approve any such supplemental ordinance without the  
3 consent of the owners of all of the Notes then outstanding.  
4

5 It shall not be necessary for the consent of the owners of the Notes under  
6 this subsection to approve the particular form of any proposed supplemental  
7 ordinance, but it shall be sufficient if such consent approves the substance thereof.  
8

- 9 (c) Upon the adoption of any supplemental ordinance pursuant to the  
10 provisions of this Section, this ordinance shall be deemed to be  
11 modified and amended in accordance therewith, and the respective  
12 rights, duties and obligations of the Municipality under this ordinance  
13 and all owners of Notes outstanding hereunder shall thereafter be  
14 determined, exercised and enforced thereunder, subject in all  
15 respects to such modification and amendment, and all the terms and  
16 conditions of any such supplemental ordinance shall be deemed to  
17 be part of the terms and conditions of this ordinance for any and all  
18 purposes.  
19

- 20 (d) Notes executed and delivered after the execution of any  
21 supplemental ordinance adopted pursuant to the provisions of this  
22 Section may bear a notation as to any matter provided for in such  
23 supplemental ordinance, and if such supplemental ordinance shall so  
24 provide, new Notes so modified so as to conform, in the opinion of  
25 the Municipality, to any modification of this ordinance contained in  
26 any such supplemental ordinance may be prepared by the  
27 Municipality and delivered without cost to the registered owners of  
28 the Notes then outstanding, upon surrender for cancellation of such  
29 Notes in equal aggregate principal amounts.  
30

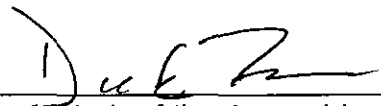
31 **Section 20. Prohibited Sale of Notes.** No person, firm or corporation, or any  
32 agent or employee thereof, acting as financial consultant to the Municipality under  
33 an agreement for payment in connection with the sale of the Notes is eligible to  
34 purchase the Notes as a member of the original underwriting syndicate either at  
35 public or private sale.  
36

37 **Section 21. Miscellaneous.** No recourse shall be had for the payment of the  
38 principal of or the interest on the Notes or for any claim based thereon or on this  
39 ordinance against any member of the Assembly or officer of the Municipality or  
40 any person executing the Notes. The Notes are not and shall not be in any way a  
41 debt or liability of the State of Alaska or of any political subdivision thereof, except  
42 the Municipality, and do not and shall not create or constitute an indebtedness or  
43 obligation, either legal, moral or otherwise, of said State or of any political  
44 subdivision thereof, except the Municipality.  
45

1 **Section 22. Severability.** If any one or more of the covenants and agreements  
2 provided in this ordinance to be performed on the part of the Municipality shall be  
3 declared by any court of competent jurisdiction to be contrary to law, then such  
4 covenant or covenants, agreement or agreements shall be null and void and shall  
5 be deemed separable from the remaining covenants and agreements in this  
6 ordinance and shall in no way affect the validity of the other provisions of this  
7 ordinance or of the Notes.

8  
9 **Section 23. Effective Date.** This ordinance shall be effective immediately upon  
10 passage and approval by the Assembly.

11  
12 PASSED AND APPROVED by the Assembly of the Municipality of Anchorage, this  
13 8<sup>th</sup> day of MARCH, 2011.

14  
15  
16 By   
17 Chair of the Assembly

18 ATTEST:

19   
20  
21 Municipal Clerk

MUNICIPALITY OF ANCHORAGE

ORDINANCE No. 2011-28

AN ORDINANCE OF THE MUNICIPALITY OF ANCHORAGE, ALASKA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED FIFTEEN MILLION DOLLARS (\$115,000,000) IN AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES; FIXING CERTAIN DETAILS OF SAID NOTES; PROVIDING FOR THE FORM AND MANNER OF SALE OF SAID NOTES; PLEDGING THE RECEIPTS FROM AD VALOREM PROPERTY TAXES TO BE COLLECTED DURING YEAR 2011 AND THE FULL FAITH AND CREDIT TO THE PAYMENT THEREOF; AND DELEGATING CERTAIN MATTERS TO THE CHIEF FISCAL OFFICER IN CONNECTION WITH THE SALE OF THE NOTES.

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Prepared by

K&L GATES LLP

**MUNICIPALITY OF ANCHORAGE  
ORDINANCE No. 2011-28**

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\* This Table of Contents and the cover page are for convenience of reference and are not intended to be a part of this ordinance.

**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects - 2011 General Obligation Tax Anticipation Notes**

AO Number: 2011-28      Title: AN ORDINANCE OF THE MUNICIPALITY OF ANCHORAGE, ALASKA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED FIFTEEN MILLION DOLLARS (\$115,000,000) IN AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES; FIXING CERTAIN DETAILS OF SAID NOTES; PROVIDING FOR THE FORM AND MANNER OF SALE OF SAID NOTES; PLEDGING THE RECEIPTS FROM AD VALOREM PROPERTY TAXES TO BE COLLECTED DURING YEAR 2011 AND THE FULL FAITH AND CREDIT TO THE PAYMENT THEREOF; AND DELEGATING CERTAIN MATTERS TO THE CHIEF FISCAL OFFICER IN CONNECTION WITH THE SALE OF THE NOTES.

Sponsor: Mayor  
Preparing Agency: Finance Department, Public Finance and Investments Division  
Others Impacted:

CHANGES IN EXPENDITURES AND REVENUES: (Thousands of Dollars)					
	FY11	FY12	FY13	FY14	FY15
Operating Expenditures					
1000 Personal Services					
2000 Supplies					
3000 Other Services	0	0	0	0	0
4000 Debt Service	0	0	0	0	0
5000 Capital Outlay					
TOTAL DIRECT COSTS:	0	0	0	0	0
ADD: 6000 Charge from Others					
LESS: 7000 Charge to Others					
FUNCTION COST:					
REVENUES:					
CAPITAL:					
POSITIONS:					
PUBLIC SECTOR ECONOMIC EFFECTS:					

The sale of the notes in the tax-exempt market, rather than borrowing from other Municipal entities in the General Cash Pool, allows the Municipality of Anchorage to continue to earn interest on the expected cash shortfall at a taxable rate.

**PRIVATE SECTOR ECONOMIC EFFECTS:**

None.

Prepared by: Ross Risvold

Telephone: 343-6606



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 114-2011

Meeting Date: February 15, 2011

1 **From:** Mayor

2  
3 **Subject:** AN ORDINANCE OF THE MUNICIPALITY OF  
4 ANCHORAGE, ALASKA, AUTHORIZING AND PROVIDING  
5 FOR THE ISSUANCE OF NOT TO EXCEED ONE  
6 HUNDRED FIFTEEN MILLION DOLLARS (\$115,000,000)  
7 IN AGGREGATE PRINCIPAL AMOUNT OF TAX  
8 ANTICIPATION NOTES; FIXING CERTAIN DETAILS OF  
9 SAID NOTES; PROVIDING FOR THE FORM AND  
10 MANNER OF SALE OF SAID NOTES; PLEDGING THE  
11 RECEIPTS FROM AD VALOREM PROPERTY TAXES TO  
12 BE COLLECTED DURING YEAR 2011 AND THE FULL  
13 FAITH AND CREDIT TO THE PAYMENT THEREOF; AND  
14 DELEGATING CERTAIN MATTERS TO THE CHIEF  
15 FISCAL OFFICER IN CONNECTION WITH THE SALE OF  
16 THE NOTES.

17  
18 The attached ordinance authorizes the issuance of not to exceed  
19 \$115,000,000 in Tax Anticipation Notes. The date and sale of the notes is  
20 expected to occur in early April 2011. The sale of the notes in the tax-  
21 exempt market, rather than borrowing from other Municipal entities in the  
22 General Cash Pool, allows us to continue to earn interest on the expected  
23 cash shortfall at a taxable rate.

24  
25 Interest earned by the Municipality on the note proceeds will be credited to  
26 the five major operating funds. Tax Anticipation Notes revenue and  
27 expenditures are already in the 2011 budget.

28  
29 THE ADMINISTRATION RECOMMENDS APPROVAL OF THE  
30 ATTACHED ORDINANCE AUTHORIZING AND PROVIDING FOR THE  
31 ISSUANCE OF NOT TO EXCEED \$115,000,000 IN AGGREGATE  
32 PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES; FIXING  
33 CERTAIN DETAILS OF SAID NOTES; PROVIDING FOR THE FORM  
34 AND MANNER OF SALE OF SAID NOTES; PLEDGING THE RECEIPTS  
35 FROM AD VALOREM PROPERTY TAXES TO BE COLLECTED DURING  
36 YEAR 2011 AND THE FULL FAITH AND CREDIT TO THE PAYMENT  
37 THEREOF; AND DELEGATING CERTAIN MATTERS TO THE CHIEF  
38 FISCAL OFFICER IN CONNECTION WITH THE SALE OF THE NOTES.

39  
40 Prepared by: Ross Risvold, Manager of Public Finance & Investments

41 Concur: Lucinda Mahoney, CFO

42 Concur: Dennis A. Wheeler, Municipal Attorney

43 Concur: George J. Vakalis, Municipal Manager

44 Respectfully Submitted: Daniel A. Sullivan, Mayor



**Content ID:** 009876**Type:** Ordinance - AO

AN ORDINANCE OF THE MUNICIPALITY OF ANCHORAGE, ALASKA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED FIFTEEN MILLION DOLLARS (\$115,000,000) IN AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES; FIXING CERTAIN DETAILS OF SAID NOTES; PROVIDING FOR THE FORM AND MANNER OF SALE OF SAID NOTES; PLEDGING THE RECEIPTS FROM AD VALOREM PROPERTY TAXES TO BE COLLECTED DURING YEAR 2011 AND THE FULL FAITH AND CREDIT TO THE PAYMENT THEREOF; AND DELEGATING CERTAIN MATTERS TO THE CHIEF FISCAL OFFICER IN CONNECTION WITH THE SALE OF THE NOTES

**Author:** pruittns**Initiating Dept:** Finance**Keywords:** TANS, \$115,000,000 Delegating, CFO, Chief Fiscal Officer, Sale, Notes**Date Prepared:** 2/4/11 11:12 AM**Director Name:** Lucinda Mahoney**Assembly Meeting Date:** 2/15/11**Public Hearing Date:** 3/8/11

<b>Workflow Name</b>	<b>Action Date</b>	<b>Action</b>	<b>User</b>	<b>Security Group</b>	<b>Content ID</b>
Clerk_Admin_SubWorkflow	2/4/11 1:40 PM	Exit	Joy Maglaqui	Public	009876
MuniManager_SubWorkflow	2/4/11 1:40 PM	Approve	Joy Maglaqui	Public	009876
Legal_SubWorkflow	2/4/11 1:40 PM	Approve	Dean Gates	Public	009876
OMB_SubWorkflow	2/4/11 11:35 AM	Approve	Marilyn T. Banzhaf	Public	009876
Finance_SubWorkflow	2/4/11 11:32 AM	Approve	Nina Pruitt	Public	009876
AllOrdinanceWorkflow	2/4/11 11:16 AM	Checkin	Nina Pruitt	Public	009876