

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

October 17, 2000

Motion 11075

Proposed No. 2000-0521.2 Sponsors McKenna 1 A MOTION accepting bids for the purchase of the 2 county's Unlimited Tax General Obligation Refunding 3 Bonds, 2000, in the aggregate principal amount of \$121,620,000; fixing the interest rates and other terms of 4 5 such bonds, all in accordance with Ordinance No. 13953 6 of the county. 7 8 9 WHEREAS, the county council by Ordinance No. 13953, passed September 25, 10 2000 (the "bond ordinance"), authorized the issuance and sale of the county's Unlimited 11 Tax General Obligation Refunding Bonds, 2000 (the "bonds") in the aggregate principal 12 amount of not to exceed \$126,000,000, and WHEREAS, the bond ordinance provided that the bonds be sold at public sale as 13 14 determined by the finance director in consultation with the county's financial advisors, 15 and 16 WHEREAS, the finance director has determined that the bonds be sold as 17 provided herein, and

WHEREAS, pursuant to the bond ordinance, a preliminary official statement
dated October 5, 2000, has been prepared for the public sale of the bonds, the official
notice of such sale (the "notice") has been duly published, and bids have been received in
accordance with the notice, and

WHEREAS, the attached bid of Salomon Smith Barney ("Salomon") to purchase the bonds is the best bid received for such bonds, and it is in the best interest of the county that such bonds be sold to Salomon on the terms set forth in the notice, the attached bid, the bond ordinance and this motion,

NOW, THEREFORE, BE IT MOVED by the Council of King County:

- A. <u>Definitions</u>. Except as expressly authorized herein, terms used in this motion have the meanings set forth in the bond ordinance.
- B. Ratification of Notice of Sale, Acceptance of Bids, and Authorization of Bonds. The issuance of the bonds, designated as the county's Unlimited Tax General Obligation Refunding Bonds, 2000, in the aggregate principal amount of \$121,620,000 and the terms and conditions thereof set forth in the notice, attached hereto as Exhibit A, are hereby ratified and confirmed. The bonds shall mature on December 1 (or June 1 as noted) in each of the years and in the principle amounts, and shall bear interest at the rates set forth in Exhibit C, and shall conform in all other respects to the terms and conditions specified in the notice and bond ordinance. The bid to purchase the bonds, as set forth in the purchaser's bid, attached hereto as Exhibit B, which shall be adjusted to reflect the changed principle amount of the bonds, as provided in the notice, is hereby accepted.

The bonds shall be subject to optional redemption as set forth in the notice.

41	C. <u>Undertaking to Provide Ongoing Disclosure</u> .
42	1. <u>Contract/Undertaking</u> . This section C constitutes the county's
43	written undertaking for the benefit of the owners and beneficial owners of the bonds as
44	required by section (b)(5) of the rule.
45	2. <u>Financial Statements/Operating Data</u> . The county agrees to
46	provide or cause to be provided to each nationally recognized municipal securities
47	information repository ("NRMSIR") and to the state information depository (the "SID"),
48	if any, in each case as designated by the Securities and Exchange Commission (the
49	"commission") in accordance with the rule, the following annual financial information
50	and operating data for the prior fiscal year (commencing in 2001 for the fiscal year ended
51	December 31, 2000):
52	(a) Annual financial statements prepared in accordance with
53	the budget accounting and reporting system prescribed by the Washington State Auditor
54	pursuant to RCW 43.09.200 (or any successor statute) and generally of the type included
55	in the official
56	statement for the bonds under the heading "Appendix B: Audited Financial Statements";
57	(b) The assessed valuation of taxable property in the county;
58	(c) Property taxes due, property taxes collected and property
59	taxes delinquent;
60	(d) Property tax levy rate per \$1,000 of assessed valuation; and
61	(e) Outstanding general obligation debt of the county.
62	Such annual information and operating data described above shall be provided on
63	or before seven months after the end of the county's fiscal year. The county's fiscal year

64	currently ends on December 31. The county may adjust such fiscal year by providing		
65	written notice of the change of fiscal year to each then existing NRMSIR and the SID, if		
66	any. In lieu of providing such annual financial information and operating data, the		
67	county may cross-reference to other documents provided to the NRMSIR the SID or to		
68	the commission and, if such document is a final official statement within the meaning of		
69	the rule, available from the Municipal Securities Rulemaking Board (the "MSRB").		
70	If not provided as part of the annual financial information discussed above, the		
71	county shall provide the county's audited annual financial statement prepared in		
72	accordance with the budget accounting and reporting system prescribed by the		
73	Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) when		
74	and if available to each then existing NRMSIR and the SID, if any.		
75	3. <u>Material Events</u> . The county agrees to provide or cause to be		
76	provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSRB		
any. In lieu of providing such annual financial information and operating data, the county may cross-reference to other documents provided to the NRMSIR the SID or the commission and, if such document is a final official statement within the meaning the rule, available from the Municipal Securities Rulemaking Board (the "MSRB"). If not provided as part of the annual financial information discussed above, th county shall provide the county's audited annual financial statement prepared in accordance with the budget accounting and reporting system prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) whe and if available to each then existing NRMSIR and the SID, if any. 3. Material Events. The county agrees to provide or cause to be provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSR notice of the occurrence of any of the following events with respect to the Bonds, if material: (a) Principal and interest payment delinquencies; (b) Non-payment related defaults; (c) Unscheduled draws on debt service reserves reflecting financial difficulties; (d) Unscheduled draws on credit enhancements reflecting financial difficulties;			
78	material:		
79	(a) Principal and interest payment delinquencies;		
80	(b) Non-payment related defaults;		
81	(c) Unscheduled draws on debt service reserves reflecting		
82	financial difficulties;		
83	(d) Unscheduled draws on credit enhancements reflecting		
84	financial difficulties;		
85	(e) Substitution of credit or liquidity providers, or their failure		
86	to perform;		

87	(f)	Adverse tax opinions or events affecting the tax-exempt
88	status of the Series F Bonds;	
89	(g)	Modifications to rights of bond holders;
90	(h)	Optional, contingent or unscheduled calls of any bonds
91	other than scheduled sinking	fund redemptions for which notice is given pursuant to
92	Exchange Act Release 34-238	356;
93	(i)	Defeasances;
94	(j)	Release, substitution or sale of property securing repayment
95	of the Bonds; and	•
96	(k)	Rating changes.
97	Solely for purposes of	disclosure, and not intending to modify this undertaking,
98	the county advises with refere	ence to items (c) and (j) above that no debt service reserves
99	secure payment of the bonds	and no property secures repayment of the bonds.
100	4. <u>Notific</u>	ation Upon Failure to Provide Financial Data. The county
101	agrees to provide or cause to	be provided, in a timely manner, to each NRMSIR or to the
102	MSRB and to the SID, if any,	notice of its failure to provide the annual financial
103	information described in subs	ection 2 above on or prior to the date set forth in subsection
104	2 above.	
105	5. <u>Termin</u>	nation/Modification. The county's obligations to provide
106	annual financial information	and notices of material events shall terminate upon the legal
107	defeasance, prior redemption	or payment in full of all of the bonds. This section, or any
108	provision hereof, shall be null	and void if the county (i) obtains an opinion of nationally
109	recognized bond counsel to the	ne effect that those portions of the rule which require this

section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (ii) notifies each then existing NRMSIR and the SID, if any, of such opinion and the cancellation of this section.

Notwithstanding any other provision of this motion, the county may amend this section C, and any provision of this section C may be waived, with an approving opinion of nationally recognized bond counsel.

In the event of any amendment or waiver of a provision of this section C, the county shall describe such amendment in the next annual report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the county. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a material event under subsection 3, and (ii) the annual report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

6. Bond Owner's Remedies Under This Section. The right of any bond owner or beneficial owner of bonds to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the county's obligations hereunder, and any failure by the county to comply with the provisions of this undertaking shall not be an event of default with respect to the bonds hereunder. For purposes of this section,

"beneficial owner" means any person who has the power, directly or indirectly, to vote or
consent with respect to, or to dispose of ownership of, any bonds, including persons
holding bonds through nominees or depositories.

- D. <u>Further Authority</u>. The county officials, their agents, and representatives are hereby authorized and directed to do everything necessary for the prompt issuance and delivery of the bonds and for the proper use and application of the proceeds of such sale.
- E. Severability. The covenants contained in this motion shall constitute a contract between the county and the owners of each and every bond. If any one or more of the covenants or agreements provided in this motion to be performed on the part of the county shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be

deemed separable from the remaining covenants and agreements of this motion and shall in no way affect the validity of the other provisions of this motion or of the bonds.

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Motion 11075 was introduced on 9/11/00 and passed by the Metropolitan King County Council on 10/16/00, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague and Mr. Irons
No: 0

Excused: 2 - Mr. Pelz and Mr. Vance

KING COUNTY COUNCY, KING COUNTY, WASHINGTON

Pete von Reichbauer, Chair

ATTEST:

Anne Noris, Clerk of the Council

Attachments Exhibit A O

Exhibit A Official Notice of Bond Sale, Exhibit B Salomon Smith Barney's Bid,

Exhibit C Bond Debt Service

EXHIBIT A: Official Notice of Bond Sale

11075

\$124,550,000* King County, Washington Unlimited Tax General Obligation Refunding Bonds, 2000

Sealed and electronic (as explained below) bids for the above-referenced bonds of King County, Washington (the "County"), will be received, in the case of sealed bids, at the County's Purchasing Office, 821 Second Avenue, 8th Floor, Seattle, Washington, and, in the case of electronic bids, via *PARITY*, in the manner described below, until 9:00 a.m., Pacific Time, on

October 16, 2000,

or at such later date or time as may be established by the King County Finance Director (the "Finance Director") and communicated through TM3, the Bond Buyer Wire or the Bloomberg News Network not less than 24 hours prior to the time bids are to be received, for the purchase of the Bonds. All bids received with respect to the Bonds will be considered by the Metropolitan King County Council (the "County Council") at its regularly scheduled meeting on the day bids are received. If the County accepts a bid, it will be awarded to the successful bidder and its terms will be approved by the County Council at such meeting.

Bids must be submitted either:

- (i) In a sealed envelope to the Finance Director as described above; or
- (ii) Electronically via *PARITY* in accordance with its Rules of Participation and this notice, between 8:30 a.m. and 9:00 a.m. local time, but no bid will be received after the time for receiving bids specified above. In the event of a malfunction in the electronic bidding process, bidders may submit their bids by facsimile transmission to the Finance Director at (206) 296-7345. For further information about *PARITY*, potential bidders may contact the County's financial advisor or *PARITY* at (212) 806-8361.

In the event a bidder submits an electronic bid for the Bonds, such bidder hereby agrees to the following terms and conditions:

- (i) If any provision in this Official Notice of Bond Sale conflicts with information or terms provided or required by *PARITY*, this Official Notice of Bond Sale, including any amendments issued by public wire, shall control.
- (ii) Electronic bids may only be submitted via *PARITY*. The bidder is solely responsible for making necessary arrangements to access *PARITY* for purposes of submitting a bid timely and in compliance with the requirements of this Official Notice of Bond Sale.
- (iii) The County shall have no duty or obligation to provide or assure access to *PARITY*, and shall not be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, use of *PARITY*.
- (iv) The County is using *PARITY* as a communication mechanism, and not as an agent of the County.
- (v) The County may regard the electronic transmission of a bid through *PARITY* (including information regarding the purchase price for the Bonds, interest rates for any maturity of the Bonds, and the terming of Bond maturities) as though the information were submitted on the Official Bid Form and executed on the bidder's behalf by a duly authorized signatory.
- (vi) Upon acceptance of a bid by the County, this Official Notice of Bond Sale, the Official Bid Form and the information that is electronically transmitted through *PARITY* shall form a contract between the bidder and the County.

^{*} Preliminary, subject to change.

If all bids for the Bonds are rejected, the Finance Director may fix a new date and time for the receipt of bids for such Bonds by giving notice communicated through TM3, the Bond Buyer Wire or the Bloomberg News Network not less than 24 hours prior to such new date and time. Any notice specifying a new date and/or time for the receipt of bids, following the rejection of bids received or otherwise, shall be considered an amendment to this Official Notice of Bond Sale.

A copy of the County's Preliminary Official Statement (with the Official Notice of Bond Sale and the Official Bid Form), dated October 5, 2000, and further information regarding the details of the Bonds may be obtained upon request to the King County Finance Director, 6th Floor, King County Administration Building, 500 Fourth Avenue, Seattle, Washington 98104 (telephone: (206) 296-7345), or the County's financial advisor, Seattle-Northwest Securities Corporation, 1420 Fifth Avenue, Suite 4300, Seattle, Washington 98101 (telephone: (206) 628–2882).

Description of the Bonds

The Bonds will be dated October 1, 2000. Interest on the Bonds will be payable semiannually on each June 1 and December 1, beginning December 1, 2000, to maturity or earlier redemption thereof.

The Bonds are issuable only as fully registered bonds and when issued will be registered in the name of Cede & Co. as bond owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. The principal of and premium, if any, and interest on the Bonds are payable by the fiscal agency for the State of Washington, currently The Bank of New York in New York, New York (the "Bond Registrar"), to DTC, which in turn is obligated to remit such principal, premium, if any, and interest to the DTC participants for subsequent disbursement to beneficial owners of the Bonds.

Optional Redemption. The County has reserved the right to redeem outstanding Bonds maturing on or after December 1, 2011, in whole or in part at any time, on or after December 1, 2010, maturities to be redeemed to be selected by the County (by lot within a maturity, in increments of \$5,000, with the manner of selection to be chosen by the Bond Registrar), at par plus accrued interest to the date of redemption. So long as the Bonds are in book-entry form, the selection of Bonds within a maturity to be redeemed and the manner of providing notice of redemption to Beneficial Owners shall be governed by the operational arrangements of DTC, as then in effect.

Security

The Bonds are general obligations of the County. The County irrevocably covenants, for as long as any of the Bonds are outstanding, to include in its budget each year and make an annual levy of taxes without limitation as to rate or amount on all property within the County subject to taxation in an amount that will be sufficient, together with all other revenues, taxes and money of the County legally available for such purposes, to pay the principal of and interest on the Bonds as the same will become due. The full faith, credit and resources of the County are pledged irrevocably for the annual levy and collection of these taxes and for the prompt payment of this principal and interest

The County always has met principal and interest payments on outstanding bonds and notes when due.

Bidding Information

Bidders are invited to submit bids for the purchase of the Bonds fixing the interest rate or rates that the Bonds will bear. Interest rates bid shall be in multiples of 1/8 or 1/20 of one percent, or both. Bids shall be without condition and shall be submitted only on the Official Bid Form that is contained in the Preliminary Official Statement, or on photocopies of such form, or electronically via **PARITY**.

No more than one rate of interest may be fixed for any one maturity. The interest rate for any maturity of the Bonds shall not be less than the interest rate stated for any earlier maturity. No bid will be considered for the

Bonds for more than 102 percent of par plus accrued interest or for less than an amount equal to 99 percent of par plus accrued interest or for less than the entire offering of Bonds. The purchaser must pay accrued interest, if any, to the date of delivery of the Bonds.

For the purpose of comparing bids only, the interest rates bid being controlling, each bid shall state the true interest cost of the bid determined in the manner hereinafter stated. The true interest cost will be determined by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid, without regard to interest accrued to the date of delivery of the Bonds.

Bidders are requested to provide a list of any syndicate members with their bids or within 24 hours of submitting their bids. The County strongly encourages the inclusion of women and minority business enterprise firms in bidding syndicates.

Election of Maturities

The bidder shall designate whether the principal amounts of the Bonds set forth below shall be retired on December 1 (or June 1, as noted) of each respective year as serial bonds maturing in such year or as amortization installments of term bonds maturing in the years specified by the bidder.

Serial Maturity		Serial Maturity	
or Amortization	Principal	or Amortization	Principal
<u>Installment</u>	Amounts*	<u>Installments</u>	Amounts*
2001	\$ 8,945,000	2009	\$ 10,720,000
2002	9,340,000	2010	8,535,000
2003	9,770,000	2011	6,555,000
2004	10,225,000	2012**	1,890,000
2005	10,680,000	2012	4,395,000
2006	11,170,000	2013	3,555,000
2007	11,695,000	2014	2,080,000
2008	12,285,000	2015	1,950,000
2009**	300,000	2016**	460,000

The County will deposit certain money as provided in the Ordinance and will retire the Bonds by purchase or redemption on or before the maturity dates in the amounts, if any, designated by the bidder to be amortization installments as provided for above.

Good Faith Deposit

All bids shall be accompanied by a good faith deposit in the amount of \$1,000,000. The good faith deposit shall be in the form of cash or a certified or bank cashier's check made payable to the order of the King County Treasury Division Manager or a financial surety bond. If a financial surety bond is used, it must be from an insurance company licensed to issue such a bond in the State of Washington and preapproved by the County. Such bond must be submitted to the County's Financial Advisors prior to the opening of the bids. The financial surety bond must identify each bidder whose deposit is guaranteed by such financial surety bond.

If the Bonds are awarded to a bidder using a financial surety bond, then that purchaser is required to submit its deposit to the County in the form of a certified or bank cashier's or treasurer's check or wire transfer as instructed by the County not later than 3:30 p.m., Pacific Time, on the next business day following the award. If such deposit is not received by that time, the financial surety bond may be drawn upon by the County to satisfy the deposit requirement. Each good faith deposit in a form other than a financial surety bond shall be returned promptly if the bid is not accepted. The good faith deposit of the successful bidder will be retained by the County as security for the performance of such bid, and will be applied to the purchase price of the

Preliminary, subject to change.

^{**} June 1 maturity.

Bonds on the delivery of such Bonds to the successful bidder. Pending delivery of the Bonds, the good faith deposit may be invested for the sole benefit of the County.

If the Bonds are ready for delivery and the successful bidder fails to complete the purchase of such Bonds within 50 days following the acceptance of its bid, the good faith deposit will be forfeited to the County, and, in that event, the County Council may accept the next best bid or call for additional proposals.

Insurance

Bids for the Bonds shall not be conditioned upon obtaining insurance or any other credit enhancement. If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of a bidder, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder and any increased costs of issuance of the Bonds resulting by reason of such insurance, unless otherwise paid, shall be paid by such bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Adjustment of Principal Amounts and Bid Price

The County has reserved the right to increase or decrease the preliminary principal amount of the Bonds by an amount not to exceed ten percent (10%) following the opening of the bids. The County also reserves the right to increase or decrease the preliminary principal amount of any maturity by the greater of ten percent (10%) of the preliminary principal amount of that maturity or \$100,000. The price bid by the successful bidder will be adjusted by the County on a proportionate basis to reflect an increase or decrease in the principal amount and maturity schedule within 24 hours of the bid opening.

Award

The Bonds will be sold to the bidder making a bid that conforms to the terms of the offering and that, on the basis of the lowest true interest cost, is the best bid. If there are two or more equal bids and those bids are the best bids received, the County Council will determine by lot which bid will be accepted. The County reserves the right to reject any or all bids submitted and to waive any formality in the bidding or bidding process, and, if all bids for an offering are rejected, that Bond Offering may be readvertised for sale in the manner provided by law and as provided above. Any bid presented after the time specified for the receipt of bids will not be received, and any bid not accompanied by the required good faith deposit at the time of opening that bid will not be read or considered.

Issue Price Information

Upon award of the Bonds, the successful bidder shall advise the County and Bond Counsel of the initial reoffering prices to the public of each maturity of the Bonds (the "Initial Reoffering Prices"). Simultaneously with or before delivery of the Bonds, the successful bidder shall furnish to the County and Bond Counsel a certificate in form and substance acceptable to Bond Counsel (i) confirming the Initial Reoffering Prices, (ii) certifying that a bona fide offering of the Bonds has been made to the public (excluding bond houses, brokers and other intermediaries), (iii) stating the prices at which a substantial amount of each maturity of the Bonds was sold to the public (excluding bond houses, brokers and other intermediaries), (iv) stating the price at which any Bonds that remain unsold at the date of closing would have been sold on the date the Bonds were awarded, and (v) stating the offering price of each Bond sold to institutional or other investors at discount.

Delivery

The County will deliver the Bonds (consisting of one word-processed certificate for each maturity) to DTC in New York, New York, prior to the date of closing. Closing shall occur within 40 days after the sale date. Settlement shall be in federal funds available in Seattle, Washington, on the date of delivery. Delivery is expected to be November 2, 2000.

It is understood that if, prior to the delivery of the Bonds, the interest receivable by the owners of the Bonds becomes includable in gross income for federal income tax purposes, or becomes subject to federal income tax other than as described in this Official Statement for the Bonds, the successful bidder, at its option, may be relieved of its obligation to purchase the Bonds, and in that case the good faith deposit accompanying its bid will be returned without interest.

The approving legal opinion of Gottlieb, Fisher & Andrews, PLLC, Seattle, Washington, Bond Counsel, will be provided to the purchaser at the time of the delivery of the Bonds. Bond counsel's opinion will express no opinion concerning the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Bonds, nor will there be an opinion of Bond Counsel expressed relating to the undertaking of the County to provide ongoing disclosure pursuant to SEC Rule 15c2–12. A no-litigation certificate will be included in the closing papers of the Bonds.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on the Bonds nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. All expenses in relation to the printing of the CUSIP numbers on the Bonds will be paid by the County, but the charge of the CUSIP Bureau shall be paid by the purchaser.

Ongoing Disclosure Undertaking

In order to assist bidders in complying with SEC Rule 15c2–12(b)(5), the County will undertake, pursuant to the Sale Motion, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in this Preliminary Official Statement and will also be set forth in the final Official Statement.

Official Statement

This Preliminary Official Statement is in a form deemed final by the County for the purpose of SEC Rule 15c2–12(b)(1), but is subject to revision, amendment and completion in a final Official Statement, which the County will deliver, at the expense of the County, to the purchaser not later than seven business days after the County's acceptance of the purchaser's bid. The County will deliver no more than 250 copies of the final Official Statement. Additional copies will be provided at the purchaser's expense.

By submitting the successful proposal, the purchaser's designated senior representative agrees to file, or cause to be filed, within one business day following the receipt from the County, the final Official Statement with each nationally recognized municipal securities information repository designated by the Securities and Exchange Commission.

At the time of the delivery of the Bonds, one or more officials of the County will furnish a certificate stating that to the best of his or her knowledge and belief at the time of the acceptance of the bid for and at the time of delivery of the Bonds, this Official Statement and information furnished by the County supplemental thereto did not and do not contain any untrue statements of material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in any material respect.

The County will advise the managing underwriter, by written notice, of any "developments that impact the accuracy and completeness of the key presentations" (within the meaning of Rule 15c2–12) contained in the final Official Statement, which may occur during the period commencing on the date of the acceptance by the County of the successful proposal and ending on the 90th day next following that date of acceptance, unless the final Official Statement has been filed with each municipal securities information repository, in which event such period will end on the 25th day.

DATED at Seattle, Washington, this 5th day of October, 2000.

Clerk of the Metropolitan King County Council

Official Bid Form Proposal for the Purchase of

\$124,550,000*

King County, Washington Unlimited Tax General Obligation Refunding Bonds, 2000

Finance Director King County Seattle, Washington

Dear Sir:

For the above-referenced bonds (the "Bonds"), described in the attached Official Notice of Bond Sale, which is hereby made a part of this bid, and for all but not less than all of the Bonds, with interest rates per annum on the Bonds maturing on December 1 (or June 1, as noted) in the years and amounts set forth in this Official Bid Form as indicated below:

<u>Years</u>	Amounts*	Rates	<u>Years</u>	Amounts*	Rates
2001	\$ 8,945,000		2009	\$ 10,720,000	
2002	9,340,000		2010	8,535,000	
2003	9,770,000		2011	6,555,000	
2004	10,225,000	***	2012**	1,890,000	-
2005	10,680,000		2012	4,395,000	-
2006	11,170,000		2013	3,555,000	
2007	11,695,000		2014	2,080,000	
2008	12,285,000		2015	1,950,000	
2009**	300,000	· · ·	2016**	460,000	

we offer to pay the sum of \$	<u> </u>	together wi	ith accrued	l interest,	if any,	to the date of delivery.

In accordance with the terms of the Official Notice of Bond Sale, a good faith deposit in the amount of \$1,000,000 has been provided in the form of either a certified or bank cashier's check or a financial surety bond, each payable to the order of King County. The good faith deposit is to be applied in accordance with the terms of the Official Notice of Bond Sale if the Bonds are awarded to us. If the Bonds are not awarded to us and a check has been submitted, such check is to be returned to us. If the Bonds are not awarded to us and we provided the good faith deposit in the form of a surety bond, neither we nor the County have any further obligations with respect to the surety bond.

This bid is submitted in accordance with and subject to all provisions contained in the Official Notice of Bond Sale which is incorporated herein by reference and made a part of this bid.

^{*} Preliminary, subject to change.

^{**} June 1 maturity.

County or its representatives should contact regarding elephone number:	closing	g is at the following
	Very	truly yours,
Return of the good faith deposit in the amount of \$1,000,000 is hereby acknowledged		
	Repre	esenting:
	For:	
Representing:		
1 0		
		(Please provide a list of the managers and account members of your bidding group.)
•		
Estimated true interest cost % (not a pa	irt of th	e proposal).

EXHIBIT B

11075

Upcoming Calendar Preview Result Excel

Salomon Smith Barney's Bid



King County \$124,550,000 Unlimited Tax General Obligation Refunding Bonds, 2000

For the aggregate principal amount of \$124,550,000.00, we will pay you \$126,995,015.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Bond Insurance
12/01/2001	8,945M	5.0000	
12/01/2002	9,340M	5.0000	
12/01/2003	9,770M	5.0000	
12/01/2004	10,225M	5.2500	
12/01/2005	10,680M	5.2500	
12/01/2006	11,170M	5.2500	
12/01/2007	11,695M	5.2500	·
12/01/2008	12,285M	5.2500	
06/01/2009	300M	5.2500	
12/01/2009	10,720M	5.2500	
12/01/2010	8,535M	5.2500	
12/01/2011	6,555M	5.2500	
06/01/2012	1,890M	5.2500	
12/01/2012	4,395M	5.2500	
12/01/2013	3,555M	5.5000	
12/01/2014	2,080M	5.5000	
12/01/2015	1,950M	5.5000	
06/01/2016	460M	5.5000	

Total Interest Cost:

\$45,374,862.50

Premium:

\$2,445,015.75

Net Interest Cost:

\$42,929,846.75

TIC

4.908277%

Time Last Bid Received On:10/16/2000 8:57:56 PDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder:

Salomon Smith Barney, New York, NY

Contact:

Charles Reed

Title: \

Telephone:212-723-7093 Fax: 212-723-8951 11075

Issuer Name:	King County	Company Name:	· · · · · · · · · · · · · · · · · · ·
Accepted By:		Accepted By:	· · · · · · · · · · · · · · · · · · ·
Date:		Date:	

<u>Thomson Municipal Market Monitor.</u>
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TM3 Client Services 1-800-367-8215, 8:00 a.m. to 6:00 p.m. EST.
Please send comments to <u>webmaster@tm3.com</u>.

THOMSON FINANCIAL

MUNICIPALS GROUP

Mon Oct 16 12:04:42 2000

BOND DEBT SERVICE

KING COUNTY UTGO Refunding

Dated Date Delivery Date 10/01/2000 10/31/2000

Total Bond Value	Bond Balance	Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
121,620,000	121,620,000		-	-			10/31/2000
121,620,000	121,620,000	1,056,252.08	1,056,252.08	1,056,252.08	-	-	12/01/2000
121,620,000	121,620,000	_	3,168,756.25	3,168,756.25	_	-	06/01/2001
113,085,000	113,085,000	14,872,512.50	11,703,756.25	3,168,756.25	5.000%	8,535,000	12/01/2001
113,085,000	113,085,000	-	2,955,381.25	2,955,381.25	-	-11	06/01/2002
104,135,000	104,135,000	14,860,762.50	11,905,381.25	2,955,381.25	5.000%	8,950,000	12/01/2002
104,135,000	104,135,000	. •	2,731,631.25	2,731,631.25	-		06/01/2003
94,720,000	94,720,000	14,878,262.50	12,146,631.25	2,731,631,25	5.000%	9,415,000	12/01/2003
94,720,000	94,720,000	-	2,496,256.25	2,496,256.25	-		06/01/2004
84,845,000	84,845,000	14,867,512.50	12,371,256.25	2,496,256.25	5.250%	9,875,000	12/01/2004
84,845,000	84,845,000		2,237,037.50	2,237,037.50	_	•	06/01/2005
74,460,000	74,460,000	14,859,075.00	12,622,037.50	2,237,037.50	5.250%	10,385,000	12/01/2005
74,460,000	74,460,000		1,964,431.25	1,964,431.25	•		06/01/2006
63,545,000	63,545,000	14,843,862.50	12,879,431.25	1,964,431.25	5.250%	10,915,000	12/01/2006
63,545,000	63,545,000		1,677,912.50	1,677,912.50		-	06/01/2007
52,050,000	52,050,000	14,850,825.00	13,172,912.50	1,677,912.50	5.250%	11,495,000	12/01/2007
52,050,000	52,050,000	, ,	1,376,168.75	1,376,168.75		•	06/01/2008
39,940,000	39,940,000	14,862,337.50	13,486,168.75	1,376,168.75	5.250%	12.110.000	12/01/2008
39,640,000	39,640,000	-	1,358,281.25	1,058,281.25	5.250%	300.000	06/01/2009
29,050,000	29,050,000	12,998,687.50	11,640,406.25	1,050,406.25	5.250%	10,590,000	12/01/2009
29,050,000	29,050,000	-	772,418.75	772,418.75			06/01/2010
20,610,000	20,610,000	9,984,837.50	9,212,418.75	772,418.75	5.250%	8,440,000	12/01/2010
20,610,000	20,610,000	•	550,868.75	550,868.75		•	06/01/2011
14,110,000	14,110,000	7,601,737.50	7,050,868.75	550,868,75	5.250%	6,500,000	12/01/2011
12,235,000	12,235,000		2,255,243.75	380,243.75	5.250%	1,875,000	06/01/2012
7,885,000	7,885,000	6,936,268.75	4,681,025.00	331,025.00	5.250%	4,350,000	12/01/2012
7.885,000	7,885,000	· ' · ·	216,837.50	216,837.50		•	06/01/2013
4,370,000	4,370,000	3,948,675.00	3,731,837.50	216,837.50	5.500%	3,515,000	12/01/2013
4,370,000	4,370,000	•	120,175.00	120,175.00		, <u>.</u>	06/01/2014
2,330,000	2,330,000	2,280,350.00	2,160,175.00	120,175.00	5.500%	2,040,000	12/01/2014
2,330,000	2,330,000	•	64,075.00	64,075.00	-	•	06/01/2015
420,000	420,000	2,038,150.00	1,974,075.00	64,075.00	5.500%	1,910,000	12/01/2015
	•	431,550.00	431,550.00	11,550.00	5.500%	420,000	06/01/2016
		166,171,658.33	166,171,658.33	44,551,658.33		121,620,000	