

9403

ORDINANCE NO. _____

1
2 AN ORDINANCE providing for the issuance and
3 sale of limited tax levy general obligation
4 bonds of the county in the aggregate prin-
5 cipal amount of \$12,770,000 for the purpose
6 of providing part of the funds to acquire,
7 construct, equip and make capital improve-
8 ments to the following projects of the
9 county: youth detention facility, West
10 Seattle Bridge and King County Aquatics
11 Center; providing the date, form, terms and
12 maturities of said bonds; providing for the
13 disposition of the proceeds of sale of such
14 bonds; establishing funds for the receipt
15 and expenditure of bond proceeds and for the
16 payment of the bonds; providing for the
17 public sale of the bonds; and providing for
18 the annual levy of taxes to pay the prin-
19 cipal thereof and interest thereon.

PREAMBLE:

12 The county council has received and reviewed plans for
13 the acquisition, construction, equipping and capital
14 improvement of the following projects of the county:
15 the county youth detention facility under construction
16 in Seattle, Washington, the West Seattle Bridge in
17 Seattle, Washington, and the King County Aquatics
18 Center in Federal Way, Washington.

16 The county has entered into an agreement with The City
17 of Seattle under which the county will participate in
18 the funding of the capital improvements to the West
19 Seattle Bridge.

19 It is deemed necessary and advisable that the county
20 now issue and sell \$12,770,000 of its limited tax levy
21 general obligation bonds in a single issue to acquire,
22 construct, equip and install such capital
23 improvements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

23 SECTION 1. Definitions. The following words and terms as
24 used in this ordinance shall have the following meanings for all
25 purposes of this ordinance, unless some other meaning is plainly
26 intended.

27 A. "Bond Fund" means the "1990 Series B Limited Tax Gen-
28 eral Obligation Bond Redemption Account" established pursuant to
29 Section 19 hereof.

30 B. "Bond Register" means the registration books main-
31 tained by the Bond Registrar for purposes of identifying owner-
32 ship of the Bonds.

33 C. "Bond Registrar" means the fiscal agency of the State
34 of Washington in either Seattle, Washington, or New York, New
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1 York, for the purposes of registering and authenticating the
2 Bonds, maintaining the Bond Register, effecting the transfer of
3 ownership of the Bonds and paying interest on and principal of
4 the Bonds.

5 D. "Bond Year" means each one-year period (or shorter
6 period from the date of issue) that ends at the close of busi-
7 ness on December 1.

8 E. "Bonds" or "Bond" means all or a portion of the
9 \$12,770,000 of King County, Washington, Limited Tax General
10 Obligation Bonds, 1990, Series B (Various Purpose), issued pur-
11 suant to this ordinance.

12 F. "Chief Financial Officer" means the person serving as
13 the chief financial officer of the Office of Financial Manage-
14 ment of King County or the county officer who succeeds to the
15 duties now delegated to that office.

16 G. "Code" means the Internal Revenue Code of 1986, as
17 amended. Any reference to a provision of the Code shall include
18 the applicable regulations of the Department of the Treasury
19 promulgated or proposed with respect to such provision.

20 H. "Computation Date" means the Installment Computation
21 Date or the Final Computation Date.

22 I. "County Finance Manager" means the manager of the
23 finance division of the King County Office of Financial Manage-
24 ment or any other county officer who succeeds to the duties now
25 delegated for that office.

26 J. "DTC" means the Depository Trust Company, New York,
27 New York.

28 K. "Final Computation Date" means the date that the last
29 bond is discharged. A Bond is discharged on the date that all
30 amounts due under the terms of the Bond are actually and uncon-
31 ditionally due if cash is available at the place of payment and
32 no interest accrues with respect to the Bonds after such date.

33 L. "Installment Computation Date" means the last day of
34 the fifth Bond Year and of each succeeding fifth Bond Year.

1 M. "Letter of Representation" shall mean that letter sub-
2 stantially in the form of Exhibit B, attached hereto and incor-
3 porated herein by this reference.

4 N. "Nonpurpose Receipts" means, in general, any receipt
5 with respect to an investment allocated to the Bonds. The fol-
6 lowing types of receipts are specifically included:

7 1. Actual Receipts. Any amount actually or construc-
8 tively received with respect to an investment. Actual
9 receipts may not be reduced by sales commissions,
10 administrative expenses or similar expenses.

11 2. Disposition Receipts. An amount determined by
12 treating an investment that ceases to be allocated to the
13 Bonds (other than by reason of a sale or retirement) as if
14 sold for fair market value on the date that the investment
15 ceases to be allocated to the Bonds.

16 3. Installment Date Receipts. The fair market value
17 (or, for fixed rate investments, present value) of all in-
18 vestments allocated to the Bonds at the close of business
19 on any Computation Date.

20 4. Imputed Receipts. Any receipts that are required
21 to be imputed and taken into account pursuant to Section
22 1.148-5T of the Temporary Income Tax Regulations or any
23 successor Temporary or Final Income Tax Regulations.

24 O. "Nonpurpose Payments" means, in general, any payment
25 with respect to an investment allocated to the Bonds. The fol-
26 lowing types of payments are specifically included:

27 1. Direct Payments. The amounts of gross proceeds of
28 the Bonds directly used to purchase the investment. Direct
29 payments do not include brokerage commissions, administra-
30 tive expenses or similar expenses.

31 2. Constructive Payments. The fair market value (as
32 of the date of allocation to the Bonds) of any investment
33 that was not directly purchased with gross proceeds of the
34 Bonds, but which is allocated to the Bonds.

1 3. Payments of Rebatable Arbitrage. Any payment of
2 Rebatable Arbitrage if such payment is made no later than
3 the due date for such payment.

4 SECTION 2. Findings. The King County council hereby makes
5 the following findings:

6 A. The acquisition, construction, equipping, and capital
7 improvement of the county youth detention facility, the West
8 Seattle Bridge and the King County Aquatics Center, all as more
9 fully described in Exhibit A hereto, will contribute to the
10 health, safety and welfare of the citizens of the county.

11 B. The issuance of a single series of limited tax levy
12 general obligation bonds to pay the costs of the projects
13 approved in Section 3 hereof, payable from regular property
14 taxes, will reduce the overall costs of borrowing such funds and
15 is in the best interests of the county and its citizens.

16 SECTION 3. Authorization of Improvements. The county is
17 hereby authorized to acquire, construct, equip and make capital
18 improvements to the county youth detention facility, the West
19 Seattle Bridge and the King County Aquatics Center, all as
20 specified in Exhibit A hereto and incorporated herein by
21 reference. The costs of such projects shall also include inter-
22 est on any interim financing of such project pending receipt of
23 Bond proceeds and to pay certain costs and expenses incurred in
24 issuing the Bonds.

25 The projects authorized herein shall include the costs of
26 sales tax, acquisition and contingency allowances, financing,
27 and any and all surveys, explorations, engineering and architec-
28 tural studies, drawings, designs and specifications incidental,
29 necessary or convenient to the improvements herein specified.
30 Such projects shall also include the purchase of all materials,
31 supplies, appliances, equipment and facilities, and the permits,
32 franchises, property and property rights necessary, incidental
33 or convenient to effect the improvements.

1 The improvements authorized herein may be modified where
2 deemed advisable or necessary in the judgment of the county
3 council, and implementation or completion of any authorized
4 improvement shall not be required if the county council deter-
5 mines that it has become inadvisable or impractical. If all of
6 the improvements either have been completed, or their completion
7 duly provided for, or their completion found to be inadvisable
8 or impractical, the county may apply any remaining proceeds of
9 the Bonds, or any portion thereof, to improvements of other
10 county facilities as the county council in its discretion may
11 determine. In the event that the proceeds of the sale of the
12 Bonds, plus any other moneys of the county legally available
13 therefor, are insufficient to accomplish all of the improvements
14 authorized in this section, the county shall use the available
15 funds for paying the cost of those improvements for which the
16 Bonds were authorized deemed by the county council most neces-
17 sary and to the best interest of the county.

18 SECTION 4. Purpose, Authorization and Description of
19 Bonds; Use of Depository.

20 A. Purpose and Authorization of Bonds. The county shall
21 now issue and sell \$12,770,000 of Bonds for the purpose of
22 providing the county with part of the funds required to pay the
23 cost of the projects authorized in Section 3 hereof.

24 B. Description. The Bonds shall be designated "Limited
25 Tax General Obligation Bonds, 1990, Series B (Various Purpose).
26 The Bonds shall be dated April 15, 1990, shall be fully regis-
27 tered as to both principal and interest, shall be in the denomi-
28 nation of \$5,000 each or any integral multiple thereof (but no
29 Bond shall represent more than one maturity), shall be numbered
30 separately in such manner and with any additional designation as
31 the Bond Registrar deems necessary for purposes of identifica-
32 tion, and shall mature on December 1 in the years and amounts as
33 follows:

	<u>Maturity Years</u>	<u>Amounts</u>
1		
2	1992	\$ 390,000
3	1993	415,000
4	1994	440,000
5	1995	470,000
6	1996	495,000
7	1997	525,000
8	1998	565,000
9	1999	600,000
10	2000	640,000
11	2001	685,000
12	2002	735,000
13	2003	785,000
14	2004	840,000
15	2005	900,000
16	2006	965,000
17	2007	1,030,000
18	2008	1,105,000
19	2009	1,185,000

11 The Bonds shall bear interest (computed on the basis of a
12 360-day year of twelve 30-day months) from their date or from
13 the most recent interest payment date for which interest has
14 been paid or duly provided for, whichever is later, payable on
15 June 1, 1991, and semiannually thereafter on the first days of
16 each succeeding December 1 and June 1 to the maturity or earlier
17 redemption of the Bonds, at the rate or rates bid by the suc-
18 cessful bidder at public sale and accepted by motion of the
19 county council.

20 The Bonds shall be negotiable instruments to the extent
21 provided by RCW 62A.8-105.

22 C. Initial Immobilization of Bonds; Depository Provi-
23 sions. The Bonds initially shall be held in fully immobilized
24 form by DTC acting as depository pursuant to the terms and con-
25 ditions set forth in the Letter of Representation set forth in
26 Exhibit B hereto and by this reference incorporated herein. To
27 induce DTC to accept the Bonds as eligible for deposit at DTC,
28 the County Finance Manager is authorized to execute the Letter
29 of Representation, with such changes as hereafter may be
30 approved by him, and such approval shall be conclusively pre-
31 sumed by the County Finance Manager's execution thereof.
32 Neither the county nor the Bond Registrar shall have any respon-
33 sibility or obligation to DTC participants or the persons for
34 whom they act as nominees with respect to the Bonds regarding
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1 accuracy of any records maintained by DTC or DTC participants of
2 any amount in respect of principal or redemption price of or
3 interest on the Bonds, or any notice which is permitted or
4 required to be given to Registered Owners under this ordinance
5 (except such notice as is required to be given by the county to
6 the Bond Registrar or to DTC).

7 The Bonds initially shall be issued in denominations equal
8 to the aggregate principal amount of each maturity and initially
9 shall be registered in the name of CEDE & CO., as the nominee of
10 DTC. The Bonds so registered shall be held in fully immobilized
11 form by DTC as depository. For so long as any Bonds are held in
12 fully immobilized form, DTC, its successor or any substitute
13 depository appointed by the county, as applicable, shall be
14 deemed to be the Registered Owner for all purposes hereunder and
15 all references to Registered Owners, bondowners, bondholders,
16 owners or the like shall mean DTC or its nominees and shall not
17 mean the owners of any beneficial interests in the Bonds.
18 Registered ownership of such Bonds, or any portions thereof, may
19 not thereafter be transferred except: (i) to any successor of
20 DTC or its nominee, if that successor shall be qualified under
21 any applicable laws to provide the services proposed to be
22 provided by it; (ii) to any substitute depository appointed by
23 the county pursuant to this subsection or such substitute
24 depository's successor; or (iii) to any person as herein
25 provided if the Bonds are no longer held in immobilized form.

26 Upon the resignation of DTC or its successor (or any sub-
27 stitute depository or its successor) from its functions as
28 depository, or a determination by the county that it is no
29 longer in the best interests of beneficial owners of the Bonds
30 to continue the system of book entry transfers through DTC or
31 its successor (or any substitute depository or its successor),
32 the county may appoint a substitute depository. Any such sub-
33 stitute depository shall be qualified under any applicable laws
34 to provide the services proposed to be provided by it.
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1 In the case of any transfer pursuant to clause (i) or (ii)
2 of the second paragraph of this subsection, the Bond Registrar,
3 upon receipt of all outstanding Bonds together with a written
4 request on behalf of the county, shall issue a single new Bond
5 for each maturity of Bonds then outstanding, registered in the
6 name of such successor or such substitute depository, or their
7 nominees, as the case may be, all as specified in such written
8 request of the county.

9 In the event that (a) DTC or its successor (or substitute
10 depository or its successor) resigns from its functions as
11 depository, and no substitute depository can be obtained, or (b)
12 the county determines that it is in the best interests of the
13 beneficial owners of the Bonds that they be able to obtain Bond
14 certificates, the ownership of Bonds may be transferred to any
15 person as herein provided, and the Bonds shall no longer be held
16 in fully immobilized form. The county shall deliver a written
17 request to the Bond Registrar, together with a supply of defini-
18 tive Bonds, to issue Bonds as herein provided in any authorized
19 denomination. Upon receipt of all then outstanding Bonds by the
20 Bond Registrar, together with a written request on behalf of the
21 county to the Bond Registrar, new Bonds shall be issued in such
22 denominations and registered in the names of such persons as are
23 requested in such a written request.

24 D. Place, Manner and Medium of Payment. Both principal
25 of and interest on the Bonds shall be payable in lawful money of
26 the United States of America. For so long as outstanding Bonds
27 are registered in the name of CEDE & Co., or its registered
28 assigns, as nominee of DTC, payments of principal of and inter-
29 est on the Bonds shall be made in next day funds on the date
30 such payment is due and payable at the place and in the manner
31 provided in the Letter of Representation.

32 In the event that Bonds are no longer immobilized by DTC,
33 interest on the Bonds shall be paid by checks or drafts mailed,
34 or by wire transfer, to owners of Bonds at the addresses for
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1 such owners appearing on the Bond Register on the 15th day of
2 the calendar month preceding the interest payment date. Wire
3 transfer will be made only if so requested in writing and if the
4 owner owns at least one million dollars (\$1,000,000) par value
5 of the Bonds. Principal of the Bonds shall be payable at matur-
6 ity or on such dates as may be fixed for prior redemption upon
7 representation and surrender of the Bonds by the owners at
8 either principal office of the Registrar in Seattle, Washington,
9 or New York, New York, at the option of such owners.

10 SECTION 5. Optional Redemption of Bonds. The county
11 reserves the right to redeem outstanding Bonds maturing on or
12 after December 1, 2001, in whole at any time or in part on any
13 interest payment date, on or after December 1, 2000, maturities
14 to be redeemed to be selected by the county (and by lot within a
15 maturity, in increments of \$5,000, with the manner of selection
16 to be as chosen by the Bond Registrar), at par plus accrued
17 interest to the date of redemption. Portions of the principal
18 amount of any Bond, in increments of \$5,000 or any integral
19 multiple of \$5,000, may be redeemed. If less than all of the
20 principal amount of any Bond is redeemed, upon surrender of such
21 Bond at the principal office of the Bond Registrar there shall
22 be issued to the registered owner, without charge therefor, for
23 the then unredeemed balance of the principal amount thereof, a
24 new Bond or Bonds, at the option of the registered owner, of
25 like maturity and interest rate in any denomination authorized
26 by this ordinance.

27 All Bonds purchased or redeemed under this section shall be
28 cancelled by the Bond Registrar and shall not be reissued.

29 SECTION 6. Notice and Effect of Redemption. Unless waived
30 by the registered owner of Bonds to be redeemed or the nominee
31 of such owner, official notice of any such redemption shall be
32 given by the Bond Registrar on behalf of the county by mailing a
33 copy of an official redemption notice by certified or registered
34 mail, postage prepaid, not less than 30 nor more than 60 days
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1 prior to the date fixed for redemption, to the registered owner
2 of the Bond or Bonds to be redeemed at the address shown on the
3 Bond Register or at such other address as is furnished in wri-
4 ting by such registered owner to the Bond Registrar.

5 All official notices of redemption shall be dated and shall
6 state:

7 A. the redemption date;

8 B. the redemption price;

9 C. if less than all outstanding Bonds are to be redeemed,
10 the identification (and, in the case of partial redemption, the
11 respective principal amounts) of the Bonds to be redeemed;

12 D. that on the redemption date the redemption price will
13 become due and payable upon each such Bond or portion thereof
14 called for redemption, and that interest thereon shall cease to
15 accrue from and after said date; and

16 E. the place where such Bonds are to be surrendered for
17 payment of the redemption price, which place of payment shall be
18 either of the principal offices of the Bond Registrar.

19 Such notice of redemption shall be mailed within the same
20 period, postage prepaid, to Moody's Investors Service, Inc. and
21 Standard & Poor's Corporation at their offices in New York, New
22 York, or their successors, and to such other persons and with
23 such additional information as the County Finance Manager shall
24 deem appropriate, but such mailings shall not be a condition
25 precedent to the redemption of the Bonds.

26 Prior to any redemption date, the county shall deposit with
27 the Bond Registrar an amount of money sufficient to pay the
28 redemption price of all the Bonds or portions of Bonds which are
29 to be redeemed on that date.

30 Official notice of redemption having been given as afore-
31 said, the Bonds or portions of Bonds so to be redeemed shall, on
32 the redemption date, become due and payable at the redemption
33 price therein specified, and from and after such date (unless
34 the county shall default in the payment of the redemption price
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1 upon presentation) such Bonds or portions of Bonds shall cease
2 to bear interest. Upon surrender of such Bonds for redemption
3 in accordance with said notice, such Bonds shall be paid by the
4 Bond Registrar at the redemption price. Installments of interest
5 due on or prior to the redemption date shall be payable as
6 herein provided for payment of interest. Upon the payment of
7 the redemption price of Bonds being redeemed, each check or
8 other transfer of funds issued for such purpose shall bear the
9 CUSIP number identifying, by issue and maturity, the Bonds being
10 redeemed with the proceeds of such check or other transfer.
11 Upon surrender for any partial redemption of any Bond, there
12 shall be prepared for the registered owner a new Bond or Bonds
13 of the same maturity in the amount of unpaid principal.

14 In addition to the foregoing notice, further notice shall
15 be given by the Bond Registrar as set out below, but no defect
16 in said further notice nor any failure to give all or any por-
17 tion of such further notice shall in any manner defeat the
18 effectiveness of a call for redemption if notice thereof is
19 given as above prescribed.

20 1. Each further notice of redemption given hereunder
21 shall contain the information required above for an official
22 notice of redemption plus: (i) the CUSIP numbers of all Bonds
23 being redeemed; (ii) the date of issue of the Bonds as orig-
24 inally issued; (iii) the rate of interest borne by each Bond
25 being redeemed; (iv) the maturity date of each Bond being
26 redeemed; and (v) any other descriptive information needed to
27 identify accurately the Bonds being redeemed.

28 2. Each further notice of redemption shall be sent at
29 least 35 days before the redemption date by registered or cer-
30 tified mail or overnight delivery service to all registered
31 securities depositories then in the business of holding substan-
32 tial amounts of obligations of types comprising the Bonds (such
33 depositories now being Depository Trust Company of New York, New
34 York, Midwest Securities Trust Company of Chicago, Illinois,
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1 Pacific Securities Depository Trust Company of San Francisco,
 2 California, and Philadelphia Depository Trust Company of
 3 Philadelphia, Pennsylvania).

4 The requirements of this section shall be deemed to be com-
 5 plied with when notice is mailed as herein provided, whether or
 6 not it is actually received by the owner.

7 SECTION 7. Form of Bonds. The Bonds shall be in substan-
 8 tially the following form:

9 NO. _____ \$ _____

10 UNITED STATES OF AMERICA

11 STATE OF WASHINGTON

12 KING COUNTY

13 LIMITED TAX GENERAL OBLIGATION BOND, 1990,
 14 SERIES B (VARIOUS PURPOSE)

15 INTEREST RATE: MATURITY DATE: CUSIP NO.:

16 SEE REVERSE SIDE FOR
 17 CERTAIN ADDITIONAL PROVISIONS

18 Registered Owner:

19 Principal Amount:

20 KING COUNTY, WASHINGTON (the "County"), hereby acknowledges
 21 itself to owe and for value received promises to pay to the
 22 Registered Owner identified above, or registered assigns, on the
 23 Maturity Date specified above, the Principal Amount specified
 24 above and to pay interest thereon (computed on the basis of a
 360-day year of 12 30-day months) from April 15, 1990, or the
 most recent date to which interest has been paid or duly pro-
 vided for until payment of this bond at the Interest Rate set
 forth above, payable on June 1, 1991, and semiannually there-
 after on the first days of each succeeding December and June.

25 Both principal of and interest on this bond are payable in
 26 lawful money of the United States of America. While bonds are
 27 held on immobilized "book entry" system of registration: The
 28 principal of this bond is payable to the order of the Registered
 29 Owner in next day funds received by the Registered Owner on the
 30 maturity date of this bond. The interest on this bond is pay-
 31 able to the order of the Registered Owner in next day funds
 32 received by the Registered Owner on each interest payment date.
 33 When Bonds are no longer held on immobilized "book entry"
 34 registration system: Principal shall be paid to the Registered
 35 Owner or nominee of such owner upon presentation and surrender
 36 of this bond at either of the principal offices of the fiscal
 agency of the State of Washington in either Seattle, Washington
 or New York, New York (collectively the "Bond Registrar").
 Interest shall be paid by mailing a check or draft (on the date
 such interest is due) to the Registered Owner or nominee of such
 owner at the address shown on the registration books maintained
 by the Bond Registrar (the "Bond Register") as of the 15th day
 of the month prior to the interest payment date.

1 If so requested in writing by the Registered Owner of at
 2 least \$1,000,000 par value of the Bonds, interest will be paid
 by wire transfer.

3 Reference is hereby made to additional provisions of this
 4 bond set forth on the reverse side hereof and such additional
 provisions shall for all purposes have the same effect as if set
 5 forth in this space.

6 This bond shall not be valid or become obligatory for any
 purpose or be entitled to any security or benefit under King
 7 County Ordinance No. _____ (the "Bond Ordinance")
 until the Certificate of Authentication hereon shall have been
 8 manually signed by the Bond Registrar.

9 It is hereby certified that all acts, conditions and things
 required by the Constitution and statutes of the State of
 10 Washington and the Charter and ordinances of the County to
 exist, to have happened, been done and performed precedent to
 11 and in the issuance of this bond have happened, been done and
 performed and that the issuance of this bond and the bonds of
 12 this series does not violate any constitutional, statutory or
 other limitation upon the amount of bonded indebtedness that the
 13 county may incur.

14 IN WITNESS WHEREOF, the County has caused this bond to be
 executed by the manual or facsimile signatures of the County
 Executive and the Clerk of the County Council, and the seal of
 15 the County to be impressed or imprinted hereon, as of this
 16 fifteenth day of April, 1990.

17 KING COUNTY, WASHINGTON

18 By _____
 19 County Executive

20 ATTEST:

21 _____
 22 Clerk of the County Council

23 ADDITIONAL PROVISIONS

24 This bond is one of an authorized series of bonds of like
 25 date and tenor, except as to number, amount, rate of interest
 and date of maturity, in the aggregate principal amount of
 26 \$12,770,000, and is issued to pay a portion of the costs to ac-
 27 quire, construct, equip and make capital improvements to certain
 County facilities and projects.

28 The bonds of this series are issued under and in accordance
 with the provisions of the Constitution and applicable statutes
 29 of the State of Washington and the Charter and applicable
 ordinances duly adopted by the County.

30 The County has reserved the right to redeem outstanding
 31 bonds of this series maturing on or after December 1, 2001 in
 whole on any date or in part on any interest payment date, on or
 32 after December 1, 2000, maturities to be redeemed to be selected
 by the county (and by lot within a maturity, in increments of
 33 \$5,000, with the manner of selection to be as chosen by the Bond
 Registrar) at par plus accrued interest to the date of redemp-
 34 tion.

1 Portions of the principal sum of this bond in installments
2 of \$5,000 or any integral multiple thereof also may be redeemed
3 in accordance with the provisions set forth above, and if less
4 than all of the principal sum hereof is to be redeemed, upon the
5 surrender of this bond at the principal offices of the Bond
6 Registrar there shall be issued to the Registered Owner, without
7 charge therefor, for the then unredeemed balance of the prin-
8 cipal sum hereof, at the option of the owner, a bond or bonds of
9 like maturity and interest rate in any of the denominations
10 authorized by the Bond Ordinance.

11 Notice of redemption, unless waived, is given by the Bond
12 Registrar by mailing an official redemption notice by certified
13 or registered mail, postage prepaid, not less than 30 days and
14 not more than 60 days prior to the date fixed for redemption, to
15 the Registered Owner of any bond to be redeemed at the address
16 appearing on the Bond Register. The requirements for such
17 notice shall be deemed to be complied with when notice is mailed
18 as herein provided, regardless of whether or not it is actually
19 received by the owner of any bond.

20 If such notice has been given and if the County has set
21 aside, on the date fixed for redemption, sufficient money for
22 the payment of all bonds called for redemption, the bonds so
23 called shall cease to accrue interest after such redemption
24 date, and all such bonds shall no longer be deemed to be out-
25 standing for any purpose, except that the Registered Owners
26 thereof shall be entitled to receive payment of the redemption
27 price and accrued interest to the redemption date from the money
28 set aside for such purpose.

29 The County hereby irrevocably covenants and agrees with the
30 owner of this bond that it will annually include in its budget
31 and levy taxes, within and as a part of the tax levy permitted
32 to counties without a vote of the electorate upon all the prop-
33 erty subject to taxation, in an amount sufficient, together with
34 all other moneys legally available therefor, to pay the prin-
35 cipal of and interest on this bond as the same shall become due.
36 The full faith, credit and resources of the County are hereby
irrevocably pledged for the annual levy and collection of such
taxes and the prompt payment of such principal and interest.

The pledge of tax levies for repayment of principal of and
interest on the bonds may be discharged prior to maturity of the
bonds by making provisions for the payment thereof on the terms
and conditions set forth in the Bond Ordinance.

The following abbreviations, when used in the inscription
on the face of the within bond, shall be construed as though
they were written out in full according to applicable laws or
regulations.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and
not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not listed
above.

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Bond Ordinance and is one of the Limited Tax General Obligation Bonds 1990, Series B (Various Purpose) of King County, dated April 15, 1990.

WASHINGTON STATE FISCAL AGENCY, as Bond Registrar

By _____ Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFEREE / _____ /

(Please print or typewrite name and address, including zip code of Transferee)

the within bond and does hereby irrevocably constitute and appoint _____ of _____, or its successor, as Bond Registrar to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____, 19____.

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

SECTION 8. Execution of Bonds. The Bonds shall be executed on behalf of the county with the manual or facsimile signatures of the county executive and the clerk of the council, and shall have the seal of the county impressed or imprinted thereon.

In case either or both of the officers who shall have executed the Bonds shall cease to be an officer or officers of the county before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the county,

1 such Bonds may nevertheless be authenticated, delivered and
2 issued and upon such authentication, delivery and issuance,
3 shall be as binding upon the county as though those who signed
4 the same had continued to be such officers of the county. Any
5 Bond also may be signed and attested on behalf of the county by
6 such persons as at the actual date of execution of such Bond
7 shall be the proper officers of the county although at the orig-
8 inal date of such Bond any such person shall not have been such
9 officer of the county.

10 Only such Bonds as shall bear thereon a Certificate of
11 Authentication in the form hereinbefore recited, manually
12 executed by the Bond Registrar, shall be valid or obligatory for
13 any purpose or entitled to the benefits of this ordinance. Such
14 Certificate of Authentication shall be conclusive evidence that
15 the Bonds so authenticated have been duly executed, authenti-
16 cated and delivered hereunder and are entitled to the benefits
17 of this ordinance.

18 SECTION 9. Bond Registrar. The Bond Registrar shall keep,
19 or cause to be kept, at its principal corporate trust office,
20 sufficient books for the registration and transfer of the Bonds
21 which shall at all times be open to inspection by the county.
22 Such Bond Register shall contain the name and mailing address of
23 the owner of each Bond or nominee of such owner and the prin-
24 cipal amount and number of Bonds held by each owner or nominee.

25 The Bond Registrar is authorized, on behalf of the county,
26 to authenticate and deliver the Bonds transferred or exchanged
27 in accordance with the provisions of such Bonds and this
28 ordinance and to carry out all of the Bond Registrar's powers
29 and duties under this ordinance.

30 The Bond Registrar shall be responsible for its representa-
31 tions contained in the Certificate of Authentication on the
32 Bonds. The Bond Registrar may become the owner of Bonds with
33 the same rights it would have if it were not the Bond Registrar,
34 and to the extent permitted by law may act as depository for and
35

1 permit any of its officers or directors to act as a member of,
2 or in any other capacity with respect to, any committee formed
3 to protect the rights of Bond owners.

4 Upon surrender thereof to the Bond Registrar, the Bonds are
5 interchangeable for Bonds in any authorized denomination of an
6 equal aggregate principal amount and of the same interest rate
7 and maturity. Bonds may be transferred only if endorsed in the
8 manner provided thereon and surrendered to the Bond Registrar.
9 Upon such surrender, the Bond Registrar shall cancel the sur-
10 rendered Bond and shall authenticate and deliver, without charge
11 to the owner or transferee therefor, (other than taxes, if any,
12 payable on account of such transfer) a new Bond (or Bonds, at
13 the option of the new registered owner) of the same maturity and
14 interest rate and for the same aggregate principal amount, in
15 any authorized denomination, naming as registered owner the
16 person or persons listed as the assignee on the assignment form
17 appearing on the surrendered Bond, in exchange for such sur-
18 rendered and cancelled Bond. The Bond Registrar shall not be
19 obligated to transfer or exchange any Bond during the fifteen
20 days preceding any interest payment, principal payment or
21 redemption date.

22 The county and the Bond Registrar, each in its discretion,
23 may deem and treat the registered owner of each Bond as the ab-
24 solute owner thereof for all purposes, and neither the county
25 nor the Bond Registrar shall be affected by any notice to the
26 contrary.

27 SECTION 10. Mutilated, Lost, or Destroyed Bonds. If any
28 Bond shall become mutilated, the Bond Registrar shall authenti-
29 cate and deliver a new Bond of like series, amount, date, inter-
30 est rate and tenor in exchange and substitution for the Bond so
31 mutilated, upon the owner's paying the expenses and charges of
32 the county and the Bond Registrar in connection therewith and
33 upon surrender to the Bond Registrar of the Bond so mutilated.

1 Every mutilated Bond so surrendered shall be cancelled and
2 destroyed by the Bond Registrar.

3 In case the Bonds or any of them shall be lost, stolen or
4 destroyed, the Bond Registrar may authenticate and deliver a new
5 Bond or Bonds of like amount, date, and tenor to the registered
6 owner thereof upon the owner's paying the expenses and charges
7 of the county and the Bond Registrar in connection therewith and
8 upon his/her filing with the Bond Registrar evidence satisfac-
9 tory to the Bond Registrar that such Bond or Bonds were actually
10 lost, stolen or destroyed and of his/her ownership thereof, and
11 upon furnishing the county and Bond Registrar with indemnity
12 satisfactory to the director of the office of finance of the
13 county and the Bond Registrar.

14 SECTION 11. Corporate Authority. The county has full
15 legal right, power and authority to adopt this ordinance, to
16 sell, issue and deliver the Bonds as provided herein, and to
17 carry out and consummate all other transactions contemplated by
18 this ordinance.

19 SECTION 12. Due Authorization and Approval of Ordinance
20 and Bonds. By all necessary official action prior to or concur-
21 rently herewith, the county has duly authorized and approved the
22 execution and delivery of, and the performance by the county of
23 its obligations contained in the Bonds and in this ordinance and
24 the consummation by it of all other transactions necessary to
25 effectuate this ordinance in connection with the issuance of the
26 Bonds, and such authorizations and approvals are in full force
27 and effect and have not been amended, modified or supplemented
28 in any material respect.

29 SECTION 13. Ordinance to Constitute Legal, Valid and Bind-
30 ing Obligations of County. This ordinance constitutes a legal,
31 valid and binding obligation of the county.

32 SECTION 14. Bonds to Constitute Legal, Valid and Binding
33 Obligations of County. The Bonds, when issued, sold, authenti-

1 cated and delivered, will constitute the legal, valid and bind-
2 ing general obligations of the county.

3 SECTION 15. Bond Registration. The county covenants that
4 until all Bonds shall have been surrendered and cancelled, it
5 will maintain a system of recording the ownership of each Bond
6 that complies with the applicable provisions of the Internal
7 Revenue Code of 1986, as amended (the "Code").

8 SECTION 16. No Breach or Default. The adoption of this
9 ordinance, and compliance on the county's part with the provi-
10 sions contained herein, will not conflict with or constitute a
11 breach of or default under any constitutional provisions, law,
12 administrative regulation, judgment, decree, loan agreement,
13 indenture, bond, note, resolution, ordinance, motion, agreement
14 or other instrument to which the county is a party or to which
15 the county or any of its property or assets are otherwise sub-
16 ject, nor will any such adoption, execution, delivery, sale,
17 issuance or compliance result in the creation or imposition of
18 any lien, charge or other security interest or encumbrance of
19 any nature whatsoever upon any of the property or assets of the
20 county or under the terms of any such law, regulation or instru-
21 ment, except as may be provided by the Bonds and this ordinance.

22 SECTION 17. Debt Limit Not Exceeded. The county finds and
23 covenants that the Bonds are issued within all statutory and
24 constitutional debt limitations applicable to the county.

25 SECTION 18. Application of Bond Proceeds. There is hereby
26 authorized and directed to be created in the office of financial
27 management of the county the following special funds and
28 accounts of the county:

29 A. The "1990 Series B Youth Detention Facility Fund,"
30 into which shall be deposited approximately \$1,200,000 of Bond
31 proceeds at the time of delivery of the Bonds and which shall be
32 used to pay a portion of the costs of the improvements to the
33 youth detention facility, as described in Exhibit A hereto, and
34 a portion of the costs of issuing the Bonds.

1 B. The "1990 Series B West Seattle Bridge Construction
2 Fund - Phase II," into which shall be deposited approximately
3 \$2,835,000 of Bond proceeds at the time of delivery of the Bonds
4 pursuant to the West Seattle Freeway Bridge Interlocal
5 Agreement, dated June 22, 1981, as amended, between the county
6 and The City of Seattle, and which shall be used to pay a
7 portion of the costs of the improvements to the West Seattle
8 Bridge, as described in Exhibit A hereto, and a portion of the
9 costs of issuing the Bonds.

10 C. The "1990 Series B King County Aquatics Center
11 Account," into which shall be deposited approximately \$8,735,000
12 of Bond proceeds at the time of delivery of the Bonds and which
13 shall be used to pay a portion of the costs of acquisition of
14 the King County Aquatics Center, as described in Exhibit A
15 hereto, and a portion of the costs of issuing the Bonds. Such
16 Account shall be created within the King County Aquatic Facility
17 Acquisition Fund, heretofore created pursuant to Ordinance No.
18 9363 of the county.

19 The exact amounts to be deposited in accordance with A
20 through C above shall be determined by the Chief Financial Of-
21 ficer of the County upon the sale of the Bonds. The amounts so
22 deposited may be used to repay interim borrowing used to pay the
23 costs of the projects.

24 Moneys deposited in the funds established in A through C
25 above shall be invested as permitted by law for the sole benefit
26 of the respective funds. Irrespective of the general provisions
27 of Ordinance No. 7112 and K.C. 4.10, the county current expense
28 funds shall not receive any earnings attributable to such funds.
29 Moneys other than Bond proceeds may be deposited in the funds
30 established under A through C above; provided, that Bond pro-
31 ceeds and earnings thereon shall be accounted for separately for
32 purposes of the calculations required to be made under Section
33 22 hereof. For purposes of such calculations, Bond proceeds
34 shall be deemed to have been expended first.

1 SECTION 19. Bond Redemption Fund. There has heretofore
2 been created in the office of financial management of the county
3 a special fund to be drawn upon for the purpose of paying the
4 principal of and interest on the limited tax general obligation
5 bonds of the county. There is hereby created within said fund a
6 special account of the county to be known as the "1990 Series B
7 Limited Tax General Obligation Bond Redemption Account" (the
8 "Bond Fund"). The accrued interest on the Bonds shall be
9 deposited in the Bond Fund at the time of delivery of the Bonds
10 and shall be applied to the payment of interest on the Bonds.
11 Any premium received upon the sale of the Bonds shall be
12 deposited into the Bond Fund and applied to the payment of
13 principal of or interest on the Bonds. The taxes hereafter
14 levied for the purpose of paying principal of and interest on
15 the Bonds and other funds to be used to pay the Bonds shall be
16 deposited in the Bond Fund no later than the date such funds are
17 required for the payment of principal of and interest on the
18 Bonds. The Bond Fund shall be drawn upon for the purpose of
19 paying the principal of and interest on the Bonds. Moneys in
20 the Bond Fund not needed to pay the interest or principal next
21 coming due may temporarily be deposited in such institutions or
22 invested in such obligations as may be lawful for the investment
23 of county moneys. The Bond Fund shall be a second tier fund in
24 accordance with Ordinance No. 7112 and K.C. 4.10.

25 SECTION 20. Pledge of Taxation and Credit. The county
26 hereby irrevocably covenants and agrees for as long as any of
27 the Bonds are outstanding and unpaid, that each year it will
28 include in its budget and levy an ad valorem tax upon the prop-
29 erty within the county subject to taxation in an amount which
30 will be sufficient, together with all other revenues and moneys
31 of the county legally available for such purposes, to pay the
32 principal of and interest on the Bonds as the same shall become
33 due. All of such taxes so collected and any other moneys to be
34 used for such purposes shall be paid into the Bond Fund.

1 The county hereby irrevocably pledges that the annual tax
2 provided for herein to be levied for the payment of such prin-
3 cipal and interest shall be within and as a part of the tax levy
4 permitted to counties without a vote of the people, and that a
5 sufficient portion of each annual levy to be levied and col-
6 lected by the county prior to the full payment of the principal
7 of and interest on the Bonds will be and is hereby irrevocably
8 set aside, pledged and appropriated for the payment of the prin-
9 cipal of and interest on the Bonds.

10 The full faith, credit and resources of the county are
11 hereby irrevocably pledged for the annual levy and collection of
12 said taxes and for the prompt payment of the principal of and
13 interest on the Bonds as the same shall become due.

14 SECTION 21. Tax-Exemption. The county shall comply with
15 the provisions of this section unless, in the written opinion of
16 nationally-recognized bond counsel to the county, such com-
17 pliance is not required in order to maintain the exemption of
18 the interest on the Bonds from federal income taxation.

19 The county hereby covenants that it will not make any use
20 of the proceeds from the sale of the Bonds or any other funds of
21 the county which may be deemed to be proceeds of such Bonds
22 pursuant to Section 148 of the Code and the applicable regula-
23 tions thereunder which will cause the Bonds to be "arbitrage
24 bonds" within the meaning of said Section and said regulations.
25 The county will comply with the applicable requirements of Sec-
26 tion 148 of the Code (or any successor provision thereof
27 applicable to the Bonds) and the applicable regulations there-
28 under throughout the term of the Bonds.

29 The county further covenants that it will not take any ac-
30 tion or permit any action to be taken that would cause the Bonds
31 to constitute "private activity bonds" under Section 141 of the
32 Code.

1 SECTION 22. Arbitrage Rebate.

2 A. General Rule. The county will pay to the United
3 States of America in accordance with the provisions of this
4 section (i) at least 90 percent of the Rebatable Arbitrage with
5 respect to the Bonds as of each Installment Computation Date,
6 (ii) 100 percent of the Rebatable Arbitrage with respect to the
7 Bonds as of the Final Computation Date and (iii) any income
8 attributable to such Rebatable Arbitrage, unless the county
9 otherwise meets the arbitrage rebate requirements of the United
10 States of America.

11 B. Computation of Rebatable Arbitrage. The Rebatable
12 Arbitrage with respect to the Bonds computed in accordance with
13 the Arbitrage Accounting and Rebate Computation Certificate and,
14 as of each Computation Date, will be the excess of:

15 1. The future value of all Nonpurpose Receipts with
16 respect to the Bonds; over

17 2. The future value of all Nonpurpose Payments with
18 respect to the Bonds.

19 The future value will be computed as of each Computation Date.

20 C. Payment Procedure.

21 1. The payment of Rebatable Arbitrage due as of each
22 Installment Computation Date will be paid no later than the
23 date that is 60 days after the Installment Computation
24 Date.

25 2. The payment of Rebatable Arbitrage due as of the
26 Final Computation Date will be paid no later than the
27 latest of (a) the date that is 60 days after the Final
28 Computation Date, (b) the date that is 8 months after the
29 date of issuance of the Bonds, or (c) the date 60 days
30 after the earlier of (x) the date that the Issuer no longer
31 expects to spend gross proceeds of the Bonds within 6
32 months of the date of issuance of the Bonds or (y) 12
33 months after the date of issuance of the Bonds.

1 3. Each payment of Rebatable Arbitrage will be made
2 to the Internal Revenue Service Center, Philadelphia, Pen-
3 nsylvania 19225 and will be accompanied by IRS Form 8038-T.

4 D. Other Methodology. Notwithstanding this Section 22,
5 payments of Rebatable Arbitrage will be made in accordance with
6 instructions provided by bond counsel to the county if necessary
7 to maintain the federal income tax exemption for interest
8 payments made on the Bonds.

9 SECTION 23. Use of Bond Proceeds; Restrictions on Amend-
10 ments. The county covenants that none of the proceeds of the
11 Bonds will be used for any purpose other than as provided in
12 this ordinance and that the county shall not suffer any amend-
13 ment or supplement to this ordinance, or any departure from the
14 due performance of the obligations of the county hereunder,
15 which might materially adversely affect the rights of the owners
16 from time to time of the Bonds.

17 SECTION 24. Financial Information. The county covenants
18 that it will make available for inspection by the Bond owners,
19 at the office of financial management, a copy of the latest
20 audit report of the state auditor on the county's books and
21 accounts and will also furnish a copy thereof, upon request, to
22 any Bond owner.

23 SECTION 25. Sale of Bonds. The Bonds shall be sold at
24 public sale, substantially in accordance with the terms and con-
25 ditions of the Official Notice of Bond Sale attached hereto as
26 Exhibit C. Bids must be on an all or none basis. The clerk of
27 the county council is directed to cause an abridged Notice of
28 Bond Sale to be published at least once in a financial newspaper
29 or journal of general circulation throughout the United States
30 and to provide such other notice as he/she may deem advisable.

31 SECTION 26. Delivery of Bonds. Following the sale of the
32 Bonds, the county shall cause definitive Bonds to be prepared,
33 executed and delivered, which Bonds shall be typewritten, litho-
34 graphed or printed with engraved or lithographed borders.

1 If definitive Bonds are not ready for delivery by the date
2 established for closing, then the County Finance Manager, upon
3 the approval of the purchasers, may cause to be issued and
4 delivered to the purchasers one or more temporary Bonds with
5 appropriate omissions, changes and additions. Any temporary
6 Bond or Bonds shall be entitled and subject to the same benefits
7 and provisions of this ordinance with respect to the payment,
8 security and obligation thereof as definitive Bonds authorized
9 thereby. Such temporary Bond or Bonds shall be exchangeable
10 without cost to the owners thereof for definitive Bonds when the
11 latter are ready for delivery.

12 SECTION 27. Preliminary Official Statement Declaration.

13 The county has been provided with copies of a preliminary offi-
14 cial statement dated March 30, 1990 (the "Preliminary Official
15 Statement"), prepared in connection with the sale of the Bonds.
16 For the sole purpose of the Bond purchaser's compliance with
17 Securities and Exchange Commission Rule 15c2-12(b)(1), the
18 county "deems final" that Preliminary Official Statement as of
19 its date, except for the omission of information on offering
20 prices, interest rates, selling compensation, delivery dates,
21 any other terms or provisions required by the county to be spe-
22 cified in a competitive bid, ratings, other terms of the Bonds
23 dependent on such matters and the identity of the Bond pur-
24 chaser.

25 SECTION 28. Approval of Official Statement. The county
26 executive or the Chief Financial Officer is hereby authorized
27 and directed to review and approve on behalf of the county an
28 official statement with respect to the Bonds to be prepared
29 prior to the sale thereof.

30 SECTION 29. General Authorization. The appropriate county
31 officials, agents and representatives are hereby authorized and
32 directed to do everything necessary for the prompt sale,
33 issuance, execution and delivery of the Bonds, and for the
34 proper use and application of the proceeds of the sale thereof.

1 SECTION 30. Advance Refunding or Defeasance. The county
2 may issue advance refunding bonds pursuant to the laws of the
3 State of Washington or use money available from any other lawful
4 source to pay when due the principal of and interest on the
5 Bonds, or any portion thereof included in a refunding or defea-
6 sance plan, and to redeem and retire, refund or defease all such
7 then-outstanding Bonds and to pay the costs of the refunding or
8 defeasance.

9 In the event that money and/or noncallable "Government
10 Obligations," as such obligations are defined in chapter 39.53
11 RCW, as now or hereafter amended, maturing at such time or times
12 and bearing interest to be earned thereon in amounts (together
13 with such money, if necessary) sufficient to redeem and retire,
14 refund or defease part or all of the Bonds in accordance with
15 their terms, are set aside in a special account of the county to
16 effect such redemption and retirement, and such moneys and the
17 principal of and interest on such Government Obligations are
18 irrevocably set aside and pledged for such purpose, then no
19 further payments need be made into the Bond Fund for the payment
20 of the principal of and interest on the Bonds so provided for,
21 and such Bonds shall cease to be entitled to any lien, benefit
22 or security of this ordinance except the right to receive the
23 moneys so set aside and pledged, and such Bonds shall be deemed
24 not to be outstanding hereunder.

25 Section 31. Open Market Purchase. The county reserves the
26 right to purchase any or all of the Bonds on the open market at
27 any time at any price.

28 SECTION 32. Contract; Severability. The covenants con-
29 tained in this ordinance shall constitute a contract between the
30 county and the Owners of each and every Bond. If any one or
31 more of the covenants or agreements provided in this ordinance
32 to be performed on the part of the county shall be declared by
33 any court of competent jurisdiction to be contrary to law, then
34 such covenant or covenants, agreement or agreements, shall be
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1 null and void and shall be deemed separable from the remaining
2 covenants and agreements of this ordinance and shall in no way
3 affect the validity of the other provisions of this ordinance or
4 of the Bonds.

5 INTRODUCED AND READ for the first time this 26th day of
6 March, 1990.

7 PASSED this 2nd day of April, 1990.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 Ros North
11 Chairman

12 ATTEST:

13 Gerald A. Peter
14 Clerk of the Council

15 APPROVED this 13th day of April, 1990.

16 [Signature]
17 King County Executive

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EXHIBIT A

CAPITAL IMPROVEMENTS

1
2
3 Youth Detention Facility. Acquisition, construction and
4 equipping of facilities for thirty additional beds at the coun-
5 ty's youth detention facility under construction in Seattle,
6 Washington.

7 West Seattle Bridge. Construction of a new swing bridge to
8 replace the existing low level bridge between Harbor Island and
9 West Seattle, pursuant to the West Seattle Bridge Interlocal
10 Agreement dated June 22, 1981, as amended, between the county
11 and The City of Seattle in which the county committed certain
12 funds for the West Seattle Bridge project.

13 King County Aquatics Center. Acquisition of an aquatics
14 center in Federal Way, Washington, constructed by the Sabey Cor-
15 poration on land donated to the county by the Weyerhaeuser Cor-
16 poration, comprised of a fifty meter competition swimming tank,
17 a diving tank with boards and platforms, fixed seating for 2,500
18 spectators, a recreational and instructional swimming tank
19 designed to accommodate the elderly and physically disabled,
20 locker rooms, conference rooms and a pro shop, to be used for
21 the swimming, diving and water polo competitions in the 1990
22 Goodwill Games, to be owned and operated by the county prior to
23 and following the Goodwill Games for other major aquatics com-
24 petitions and public use.

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EXHIBIT B

_____, 1990

The Depository Trust Company
55 Water Street, 49th Floor
New York, New York 10041

Attention: General Counsel's Office

Re: King County, Washington
Unlimited Tax General Obligation Bonds, 1990, Series A
(Open Space) - \$117,640,000
Limited Tax General Obligation Bonds, 1990, Series B
(Various Purpose) - \$12,770,000

The purpose of this letter is to set out certain matters relating to the issuance by King County, Washington (the "County") of the above-referenced bonds (collectively, the "Bonds"). Seattle-First National Bank and The Bank of New York (collectively, the "Registrar") are acting as registrar and authenticating and paying agent with respect to the Bonds, pursuant to Ordinance No. _____ and No. _____ of the County (collectively, the "Bond Ordinances").

To induce the County and the Registrar to deposit the Bonds with Depository Trust Company ("DTC") and to induce DTC to accept the Bonds as eligible for deposit at DTC, to hold such Bonds for the term thereof for the benefit of those participant brokers, dealers, banks and other financial institutions that are members of DTC ("Participants"), and to act in accordance with DTC's Rules with respect to the Bonds, the County, the Registrar and DTC agree as follows:

1. On _____, 1990, the date of payment and delivery of the Bonds, the County will cause to be deposited with DTC one Bond certificate registered in the name of DTC's nominee, CEDE & Co., for each stated maturity of each series of the Bonds in the principal amounts set forth on Schedule A hereto, the total of which represents 100% of the aggregate principal of the Bonds, and those Bond certificates shall remain in DTC's custody pursuant to the terms set forth in the Bond Ordinances.

2. The Bond Ordinances do not provide for obtaining any consents of Registered Owners of the Bonds.

3. In the event of an early redemption resulting in retirement of all outstanding Bonds of one series or a reduction in aggregate principal of outstanding Bonds ("full or partial redemption") or an advance refunding of all or part of the outstanding Bonds, the Registrar or the County shall give DTC notice of such event not less than 30 days nor more than 60 days prior to the redemption date.

4. In the event of a partial redemption or an advance refunding of part of the outstanding Bonds, the Registrar or the County shall send to DTC a notice specifying: (a) the amount and series designation of the Bonds subject to redemption or refunding; (b) in the case of a partial refunding, the maturity date(s) established under the refunding; and (c) the date such notice is to be mailed to Registered Owners of the Bonds (the "Notice Date"). Such notice shall be delivered to DTC by a secure means (e.g., legible facsimile transmission, registered or certified mail, overnight express delivery) no later than the

1 close of business on the business day before the Notice Date.
2 The Registrar or the County will forward such notice either in a
3 separate secure transmission for each CUSIP number or in a
4 secure transmission for multiple CUSIP numbers which include a
5 manifest or list of each CUSIP submitted in that transmission.
6 (The Registrar or the County sending such notice shall have a
7 method to verify subsequently the use of such means and
8 timeliness of the notice.) The Notice Date shall be not less
9 than 30 days nor more than 60 days prior to the redemption date.

10
11 5. The Bond Ordinances do not provide for any invitation
12 to tender the Bonds.

13
14 6. All notices and payments sent to DTC shall contain the
15 CUSIP number of the Bonds.

16
17 7. Notices to DTC by facsimile transmission shall be sent
18 to DTC's Call Notification Department at (516) 227-4039 or (516)
19 227-4190. Notices to DTC by mail or by other means shall be
20 sent to:

21
22 The Depository Trust Company
23 Call Notification Department
24 Muni Reorganization Manager
25 711 Stewart Avenue
26 Garden City, New York 11530

27
28 8. Interest payments on the Bonds shall be received by
29 CEDE & Co., as nominee of DTC, or its registered assigns, in
30 next-day funds (or the equivalent in accordance with existing
31 arrangements between the County, the Registrar and DTC) on each
32 payment date. Such payments shall be made payable to the order
33 of "CEDE & Co."

34
35 9. Payments of principal of the Bonds shall be received
36 by CEDE & Co., as nominee of DTC, or its registered assigns, in
next-day funds (or the equivalent in accordance with existing
arrangements between the County, the Registrar and DTC) on each
Bond maturity date, provided that the Certificate is presented
to the Registrar prior to or upon payment. Such payments shall
be made payable to the order of "CEDE & Co.," and shall be
addressed as follows:

 The Depository Trust Company
 Muni Redemption Department
 55 Water Street - 50th Floor
 New York, New York 10041
 Attention: Collection Supervisor

10. DTC may direct the Registrar or the County to use any
other telephone number for facsimile transmission, address, or
department of DTC as the number, address or department to which
payments of interest or principal or notices may be sent.

11. In the event of a redemption, acceleration or any
other similar transaction necessitating a reduction in aggregate
principal amount of Bonds outstanding or an advance refunding of
part of the Bonds outstanding, DTC, in its discretion, (a) may
request the County or the Registrar to issue and authenticate a
new Bond certificate, or (b) shall make an appropriate notation
on the Bond certificate indicating the date and amounts of such
reduction in principal, except in the case of final maturity, in
which case the certificate must be presented to the Registrar
prior to payment.

12. In the event that the County determines pursuant to
the Bond Ordinances that a substitute depository shall be
appointed to maintain custody of the certificates evidencing the

1 Bonds, the County or the Registrar shall notify DTC of
2 arrangements for another securities depository to maintain
3 custody of such certificates, and, upon request, DTC shall
surrender all of the immobilized certificates to the Registrar
for purposes of such transfer to the new securities depository.

4 13. In the event the County determines pursuant to the
5 Bond Ordinances that beneficial owners of the Bonds should be
6 able to obtain certificated Bonds and that such certificates
7 should be made available to DTC, the County or the Registrar
shall notify DTC of the availability of Bond certificates and
shall issue, transfer and exchange Bond certificates in
appropriate amounts as required by DTC and others.

8 14. DTC may determine to discontinue providing its service
9 as securities depository with respect to the Bonds at any time
10 by giving reasonable notice to the County and the Registrar (at
11 which time DTC will confirm with the County and the Registrar
12 the aggregate principal amount of Bonds outstanding) and
13 discharge its responsibilities with respect thereto under
applicable law. Under such circumstances, whenever DTC requests
the County and the Registrar to do so, the Registrar and the
County will cooperate with DTC in taking appropriate action to
make available one or more separate certificates evidencing the
Bonds to any DTC Participant having Bonds credited to its DTC
account.

14 15. Nothing herein shall be deemed to require the
15 Registrar to advance funds on behalf of the County.

16 By its acceptance of this letter of representation, DTC
17 covenants to the County and the Registrar that it will hold
18 amounts advanced to it by the County or the Registrar for
payment of the Bonds in trust solely for such payment and shall
properly apply such amounts for such purpose.

19 Very truly yours,

20 SEATTLE-FIRST NATIONAL BANK
21 THE BANK OF NEW YORK,
collectively, as Registrar

22 By SEATTLE-FIRST NATIONAL BANK

23 By: _____
24 Title: _____

25 KING COUNTY, WASHINGTON

26
27 By: _____
Finance Manager

28
29 ACCEPTED:

30 THE DEPOSITORY TRUST COMPANY

31 By: _____
32 Authorized Officer

9403

EXHIBIT C

OFFICIAL NOTICE OF BOND SALE

KING COUNTY, WASHINGTON

Offering No. 1

\$117,640,000 UNLIMITED TAX GENERAL OBLIGATION BONDS, 1990
SERIES A (Open Space)

Offering No. 2

\$12,770,000 LIMITED TAX GENERAL OBLIGATION BONDS, 1990
SERIES B (VARIOUS PURPOSE)

Sealed Bids will be received by the Clerk of the Council of King County, Washington (the "County"), at his office in Room 403, King County Courthouse, Seattle, Washington, until 10:00 a.m., Pacific Daylight Time, on

April 16, 1990

for the purchase of the following bonds (the Offering No. 1 Bonds and the Offering No. 2 Bonds are referred to collectively as the "Bonds"):

Offering No. 1

\$117,640,000 King County, Washington, Unlimited Tax General Obligation Bonds, 1990, Series A (Open Space)

Offering No. 2

\$12,770,000 Limited Tax General Obligation Bonds, 1990, Series B (Various Purpose)

All bids received will be publicly opened, read and considered by the County Council beginning at 10:00 a.m., and an award shall be made thereafter at the same meeting in the Council Chambers in the King County Courthouse on the same date.

Separate Offerings. Offering No. 1 and Offering No. 2 will be sold by the County as separate offerings, each offering to be sold on an all or none basis. Bidders are not required to, but may, submit bids for both offerings.

DESCRIPTION OF BONDS

The Bonds will be dated April 15, 1990; will be in the denomination of \$5,000 or any integral multiple thereof within a single maturity; will be numbered separately and in the manner and with any additional designation as the Bond Registrar (collectively the fiscal agencies of the State of Washington in Seattle, Washington, and New York, New York) deems necessary for purposes of identification; and will bear interest at such rate or rates as the County Council shall fix at the time of sale, payable on June 1, 1991, and semiannually thereafter on each succeeding December 1 and June 1.

Offering No. 1 Bonds will mature on December 1 in years and amounts as follows:

<u>Maturity Years</u>	<u>Principal Amounts</u>	<u>Maturity Years</u>	<u>Principal Amounts</u>
1992	\$ 3,615,000	2001	\$ 6,320,000
1993	3,830,000	2002	6,745,000
1994	4,065,000	2003	7,215,000
1995	4,320,000	2004	7,720,000
1996	4,590,000	2005	8,265,000
1997	4,885,000	2006	8,850,000
1998	5,205,000	2007	9,480,000
1999	5,545,000	2008	10,165,000
2000	5,920,000	2009	10,905,000

Offering No. 2 Bonds will mature on December 1 in years and amounts as follows:

<u>Maturity Years</u>	<u>Principal Amounts</u>	<u>Maturity Years</u>	<u>Principal Amounts</u>
1992	\$ 390,000	2001	\$ 685,000
1993	415,000	2002	735,000
1994	440,000	2003	785,000
1995	470,000	2004	840,000
1996	495,000	2005	900,000
1997	525,000	2006	965,000
1998	565,000	2007	1,030,000
1999	600,000	2008	1,105,000
2000	640,000	2009	1,185,000

IMMOBILIZATION OF THE BONDS

The Bonds shall be issued initially in the form of separate, single, authenticated, fully registered Bonds in the amount of each stated maturity of the Bonds, shall be registered in the name of CEDE & CO., as nominee for Depository Trust Company of New York, New York ("DTC"), and shall be held in fully immobilized form by DTC as depository pursuant to a Letter of Representation to be entered into by the County and the Bond Registrar and received and accepted by DTC. Reference is made to the Preliminary Official Statement for more details of the immobilization.

OPTIONS OF REDEMPTION

Bonds maturing in the years 1991 through 2000, inclusive, are not subject to redemption prior to their stated maturity dates. The County has reserved the right and option to redeem Bonds maturing on or after December 1, 2001, beginning on December 1, 2000, as a whole at any time or in part on any interest payment date, with the maturities to be redeemed to be selected by the County (and by lot within a maturity in such manner as the Bond Registrar shall determine) at par plus accrued interest to date fixed for redemption.

Any Bond in the principal amount of greater than \$5,000 may be redeemed partially in any integral multiple of \$5,000. In such event, upon surrender of that Bond at either of the principal offices of the Bond Registrar, a new Bond or Bonds, at the option of the registered owner, of the same interest rate and maturity in the aggregate principal amount remaining unredeemed, shall be issued to the registered owner in the denomination of \$5,000 or any integral multiple thereof, and shall be authenticated and delivered to such registered owner without charge.

1 The County further has reserved the right and option to
2 purchase any or all of the Bonds in the open market at any time
and at any price.

3 SECURITY

4 **Offering No. 1 Bonds.** The County irrevocably has pledged
5 to include in its budgets and to levy taxes annually without
6 limitation as to rate or amount on all of the taxable property
7 within the County subject to taxation in an amount sufficient,
8 together with other money legally available and to be used
therefor, to pay when due the principal of and interest on the
Offering No. 1 Bonds, and the full faith, credit and resources
of the County have been pledged irrevocably for the annual levy
and collection of those taxes and the prompt payment of that
principal and interest.

9 **Offering No. 2 Bonds.** The County irrevocably has pledged
10 to include in its budgets and to levy taxes annually that
11 counties are permitted to levy without a vote of the people, on
12 all of the taxable property within the County subject to
13 taxation, in an amount sufficient, together with other money
14 legally available and to be used therefor, to pay when due the
principal of and interest on the Offering No. 2 Bonds, and the
full faith, credit and resources of the County have been pledged
irrevocably for the annual levy and collection of those taxes
and the prompt payment of that principal and interest.

15 BIDDING INFORMATION

16 Separate bids for each offering must be submitted on the
17 official bid forms that are contained in the Preliminary
Official Statement, or on photocopies or facsimiles of such
forms.

18 Bidders are invited to submit bids for the purchase of each
19 offering of the Bonds fixing the interest rate or rates that
20 these Bonds will bear. The bids shall specify either (a) the
21 lowest rate or rates of interest, together with premium, at
22 which the bidder will purchase the respective Bond offering, or
23 (b) the lowest rate or rates of interest at which the bidder
24 will purchase the respective Bond offering at par. No bid will
be considered for the respective Bond offering for less than par
plus accrued interest or for less than the entire Offering No. 1
Bonds or the entire Offering No. 2 Bonds. The purchaser must
pay accrued interest, if any, to the date of delivery of the
Bonds purchased by it.

25 Interest rates bid shall be in multiples of 1/8 or 1/20 of
26 1%, or both. No more than one rate of interest may be fixed for
any one maturity. The maximum differential between the lowest
27 and highest interest rates named in any bid shall not exceed 3
percentage points.

28 For the purpose of comparing bids only, the interest rates
29 bid being controlling, each bid shall state the true interest
30 cost of the bid determined in the manner hereinafter stated.
31 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.

32 BID DEPOSIT

33 All bids shall be sealed and accompanied by a good faith
34 deposit. The good faith deposit for Offering No. 1 shall be in
the amount of \$1,500,000, and shall be in cash or certified or

1 cashier's check made payable to the King County Finance Manager.
2 The good faith deposit for Offering No. 2 shall be in the amount
3 of \$200,000, and shall be in cash or certified or cashier's
4 check made payable to the King County Finance Manager. Each
5 good faith deposit shall be returned promptly if the bid is not
6 accepted. The good faith deposit of the successful bidder shall
7 be retained by the County, shall be applied to the purchase
8 price of the Offering No. 1 Bonds or the Offering No. 2 Bonds,
9 as applicable, on the delivery of such Bonds to the successful
10 bidder. Pending delivery of the Bonds, the good faith deposits
11 may be invested for the sole benefit of the County. If either
12 Offering No. 1 or Offering No. 2 is ready for delivery and the
13 successful bidder fails to complete the purchase of such Bonds
14 within 40 days following the acceptance of its bid, the
15 applicable good faith deposit shall be forfeited to the County,
16 and, in that event, the County Council may accept the next best
17 bid or call for additional proposals.

10 AWARD

11 The Offering No. 1 Bonds and the Offering No. 2 Bonds will
12 be sold to the bidders making bids conforming to the terms of
13 the offering and which, on the basis of the lowest true interest
14 cost, are the best bids. If there are two or more equal bids
15 for a Bond Offering and those bids are the best bids received,
16 the County Council shall determine by lot which bid will be
17 accepted. The County reserves the right to reject any or all
18 bids submitted and to waive any formality in the bidding or
19 bidding process, and, if all bids for an offering are rejected,
20 that Bond Offering may be readvertised for sale in the manner
21 provided by law. Any bid presented after the time specified for
22 the receipt of bids will not be received, and any bid not
23 accompanied by the required good faith deposit at the time of
24 opening that bid will not be read or considered.

18 DELIVERY

19 The Bonds will be delivered on behalf of the successful
20 bidders to DTC in New York, New York, within forty days after
21 the sale date immediately upon the receipt by the County of the
22 purchase price in immediately available federal funds in
23 Seattle, Washington. Delivery is expected to be on or about
24 May 1, 1990.

23 CUSIP numbers will be typed or printed on the Bonds, if
24 requested in the bid of the successful bidder, but neither fail-
25 ure to print CUSIP numbers on any Bond nor error with respect
26 thereto shall constitute cause for a failure or refusal by the
27 purchaser to accept delivery of and pay for the Bonds in accor-
28 dance with its bid. All expenses in relation to the typing or
29 printing of CUSIP numbers on the Bonds shall be paid by the
30 County, but the fee of the CUSIP Service Bureau for the assign-
31 ment of those numbers shall be responsibility of and shall be
32 paid by the purchaser.

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

33 The Bonds will be furnished by the County and will be sold
34 with the approving legal opinion of Foster Pepper & Shefelman,
35 bond counsel of Seattle, Washington, on the Series A Bonds and
36 of Preston Thorgrimson Shidler Gates & Ellis, bond counsel of

1 Seattle, Washington, on the Series B Bonds. The approving legal
2 opinions relative to the issuance of the Bonds shall be printed
3 on each Bond, if the Bonds are printed, or accompanying the
4 Bonds, if the Bonds are typed, all at the expense of the County.
5 Executed counterparts of bond counsel opinions will be provided
6 to the managing underwriter in Seattle, Washington, at the time
7 of the delivery of the Bonds. Bond counsel opinions shall
8 express no opinion concerning the completeness or accuracy of
9 any Official Statement, offering circular or any other sales
10 material issued or used in connection with the Bonds. A no-
11 litigation certificate will be included in the closing papers of
12 each series of Bonds.

7 OFFICIAL STATEMENT AND OTHER INFORMATION

8 A copy of the County's Preliminary Official Statement,
9 dated March 30, 1990, may be obtained by contacting the County
10 Finance Manager or County's financial advisors, the addresses
11 and telephone numbers of which are listed below. The
12 Preliminary Official Statement is in a form deemed final by the
13 County for the purpose of SEC Rule 15c2-12(b)(1), but is subject
14 to revision, amendment and completion in a final Official State-
15 ment, which the County will deliver, at the expense of the
16 County, to the managing underwriter not later than seven
17 business days after the County's acceptance of the managing
18 underwriter's proposal. No less than 700 copies of the final
19 Official Statement will be delivered.

20 By submitting the successful proposal, the managing under-
21 writer agrees to file, or cause to be filed, within one business
22 day following the receipt from the County, the final Official
23 Statement with a nationally recognized municipal securities
24 information repository designated by the Securities and Exchange
25 Commission.

26 The County will advise the managing underwriter, by written
27 notice, of any "developments that impact the accuracy and com-
28 pleteness of the key presentations" (within the meaning of Rule
29 15c2-12) contained in the final Official Statement, which may
30 occur during the period commencing on the date of the acceptance
31 by the County of the successful proposal and ending on the 90th
32 day next following that date of acceptance, unless the final
33 official statement has been filed with such municipal securities
34 information repository, in which event such period shall end on
35 the 25th day.

36 The Preliminary Official Statement (with the Official
Notice of Bond Sale and the Official Bid Forms) and further
information regarding the details of the Bonds may be received
upon request to the County Finance Manager or to Shearson Lehman
Hutton, Inc., 999 Third Avenue, Seattle, Washington, 98104
(telephone: (206) 344-3575), or Public Financial Management, 345
California Street, Suite 2550, San Francisco, CA 94104
(telephone: (415) 982-5544), the County's financial advisors.

DATED at Seattle, Washington, this 30th day of March, 1990.

Gerald A. Peterson, Clerk of the King County Council