

ORDINANCE NO. **9800**

AN ORDINANCE authorizing the executive to enter into a five-year lease agreement for the superior court family court services for office space and declaring an emergency.

PREAMBLE:

In accordance with the provision of K.C.C. 4.04.040, the King County Council may adopt an ordinance permitting the County to enter into contracts requiring the payment of funds from the appropriation of subsequent fiscal years. It is proposed to enter into a five-year lease agreement for the operation of the King County superior court family court services office. It has been determined that the lease terms are favorable to and in the best interest of the people of King County.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to execute a five-year lease agreement for 7,831 square feet of useable space with improvements at 810 3rd Avenue, Seattle, Washington, on Lots 1, 4, 5 & 8, Block 26, C.D. Boren Addition, Seattle, King County, Washington. An amount of \$98,827.20 during the first year of the term of the lease will be paid to the Cypress Apartment Fund, Ltd. for the aforementioned space, which is required by King County superior court family services. The rents of years two through five will be adjusted by 60 percent of the annual C.P.I. during each of the years one through four.

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9800

THE CENTRAL BUILDING  
OFFICE LEASE AGREEMENT

THIS LEASE AGREEMENT, dated December 19, 1990 (for reference purposes only), is made by and between Cypress Apartment Fund, Ltd., a limited partnership, doing business as The Central Building, as "Lessor," and King County Political Subdivision of the State of Washington, as "Lessee."

<sup>a</sup>  
WITNESSETH THAT:

1. Premises: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term and subject to the agreements, conditions and provisions hereinafter set forth, to each and all of which the parties mutually agree, those certain premises (hereinafter called the "premises") shown outlined in red on Exhibit A ~~and Exhibit(s)~~ attached hereto and situated in The Central Building, situated on Lots 1, 4, 5 and 8, Block 26, C.D. Boren Addition, Seattle, King County, Washington. The areas outlined in red on Exhibit(s) A shall be generally described as Room(s) Suite 300\*\* and shall be used for the purposes stated at Paragraph 6 of this lease. ~~The areas outlined in red on Exhibit(s) shall be used exclusively as storage space.~~

\*\* (approximately 7,831 square fee - BOMA usable)

2. Term: The term of this lease shall commence on March 1, 1991 \* and shall end on February 29, 1996 (if the words "month to month" are inserted here, Lessee shall be a tenant from month to month subject to the agreements, conditions and provisions hereinafter set forth). If Lessor for any reason whatever cannot deliver possession of the premises to Lessee on the above commencement date, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom, but in that event there shall be a proportionate reduction of rent covering the period between the above commencement date and the time when Lessor can deliver possession. Any ~~the~~ delay in delivery of possession shall operate to extend the term hereof. \*\* In the event that Lessor shall permit Lessee to enter or occupy the premises prior to the commencement date of the term, whether for the purpose of adding furniture and fixtures or for any other purpose, such occupancy shall be subject to all the provisions of this lease, and said early possession shall not advance the termination date herein provided.

\* \*\* to a date that is sixty months less one day from the date on which possession is delivered

3. Preparation of Premises and Delivery of Possession: Prior to the commencement of the term hereof, Lessor shall arrange for physical improvements to the premises, if any, pursuant to the provisions of Exhibit(s) B attached hereto. The premises shall be deemed completed and possession delivered on the date these improvements are completed or on the date specified at Paragraph 2 as the commencement of the term, whichever is later. Except as specifically provided on the aforesaid Exhibit(s), Lessor shall have no obligation whatsoever to alter, remodel, improve, ~~repair~~, decorate or paint the premises or any part thereof, and the parties hereto affirm that Lessor has made no representations to Lessee respecting the condition of the premises or the building except as specifically set forth herein.

4. Rental: Lessee shall pay to Lessor throughout the term of this lease a minimum monthly rent of Eighty-Two Hundred Thirty-Five \$60/100 Dollars (\$8,235.60) for the non-storage area of the premises described at Paragraph 1 of this lease, ~~and \_\_\_\_\_ Dollars (\$\_\_\_\_\_)~~ for the storage area of the premises described at Paragraph 1 of this lease. All rent due under this lease shall be payable to Lessor at 238 Central Building, 810 Third Avenue, Seattle, Washington 98104, or such other address as may be designated from time to time in writing by Lessor, payable in

\* Lessor's intent is to complete the improvements described in Exhibit B, and inform Lessee that the premises are available for occupancy, within eight (8) weeks after execution of this lease document by Lessee, and to keep Lessee apprised of progress in that regard so that occupancy can be taken immediately upon completion.

lawful money of the United States, in advance on or before the first day of each calendar month (except as otherwise specified in this lease) without deduction, setoff, prior notice, or demand; ~~lessor hereby acknowledges that Lessee has paid Lessor the rent payable for the first full calendar month of the term of this lease.~~ If the term hereof shall not commence on the first day of a calendar month, the rent for the first fractional month shall be prorated on a basis of a thirty-day month and paid on or before the first day of the first full calendar month of the term of this lease.

5. Rental Adjustments and Additions to Rent: There shall be the following adjustments and additions to rents:

April 1, 1992

(a) The minimum monthly rent for non-storage areas (as set forth in Paragraph 4) shall be subject to increase on\* ~~the later of (1) April 1st following the reference date on page 1 of this lease or (2) the first day of the sixth full calendar month following the reference date on page 1 of this lease,~~ and on each April 1st thereafter ("the adjustment date") as follows: The base for computing the increase is the Consumer Price Index for All Urban Consumers for all items for the Seattle-Everett area, 1967=100, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is released ~~most immediately prior to the reference date on page 1 of this lease~~ in January 1991 ("Beginning Index"); if the Index released most immediately prior to the adjustment date ("Extension Index") has increased over the Beginning Index, the minimum monthly rent shall be increased by sixty percent ( 60 % ) of the amount obtained by multiplying the minimum monthly rent for non-storage areas (as set forth in Paragraph 4) by a fraction, the numerator of which is the Extension Index less the Beginning Index and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that stated above, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or, if none, then in accordance with a factor chosen by Lessor that fairly and equitably effects such conversion. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Notwithstanding the foregoing, the minimum monthly rent shall never be less than the minimum monthly rent set forth in Paragraph 4 and shall never be decreased once it has increased pursuant to this Subparagraph. Lessor shall render an invoice that reflects the increased minimum monthly rent ~~on or~~ before the date on which the increase is to take effect. If Lessor fails to render a timely invoice when an increase in rent would be allowed under this Subparagraph, Lessor may increase the rent in accordance with the above formula and in the manner provided above as of the first day of any subsequent month. \*\*at least 30 days

(b) ~~Beginning on April 1, 1992 and each year thereafter~~ Beginning on April 1 of each year, in which this lease, or any extension of this lease is in effect (including the year in which this lease or any extension of this lease may terminate), ~~beginning with April 1, 1992,~~ Lessee shall pay as additional monthly rent for the following twelve month period, one twelfth (1/12) of the amount that equals five and 59/100 percent ( 5.59 % ) of any increase (if there is an increase) of that year's property tax for the land and building in which the premises are located over the property tax for the year 1991.

(c) Lessor shall annually total the bills received by Lessor during the twelve-month period ending on the last day of February for electricity, water and sewer, steam and natural gas for the land and building in which the premises are located. ~~Beginning on April 1 of each year,~~ in which this lease, or any extension of on April 1, 1992 and each year thereafter

this lease is in effect (including the year in which this lease or any extension of this lease may terminate), beginning with April 1, 1992, Lessee shall pay as additional monthly rent for the following twelve-month period, one-twelfth (1/12) of the amount that equals five and 59/100 percent (5.59%) of any increase (if there is an increase) of such total over the total of such bills for the twelve months ended on the last day of February of the year 1992.

(d) If at any time during the term of this lease, or any extension of this lease, the State of Washington or any political subdivision of the State, including any county, city, city and county, public corporation, district, or any other political entity or public corporation of the State, levies or assesses against Lessor a tax, fee, or excise on rents, on the square footage of the premises, on the act of entering into this lease, or on the occupancy of the Lessee, or any other tax, fee, or excise, however described, as a direct substitution in whole or in part for, or in addition to, any real property taxes, Lessee shall pay as additional rent its share of such tax, fee, or excise on rents. Lessee's share shall be defined as the portion of said amounts that can be directly attributed to Lessee's rental, use or occupancy of the premises; provided, however, that to the extent that no readily available and reasonable basis exists for direct attribution of such amounts to Lessee or any other tenant, Lessee's share shall be defined as five and 59/100 percent (5.59%) of said amounts for any period prior to termination of this lease. Such increases in rent shall be computed by Lessor and invoiced to Lessee within ~~thirty~~ sixty(60) ~~(30)~~ days of the date on which such amounts are paid to the appropriate authority by Lessor, and such increases shall be due and payable on the first day of the month following the date the invoice is rendered.

6. Uses and Signs: The premises, other than those specified for exclusive use as storage space, shall be used\* ~~for~~ ~~\_\_\_\_\_ purposes and no other purposes.~~ Lessee shall not commit or permit any acts to be done in the premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated, or which would increase the existing rate of Lessor's insurance or cause Lessor to violate any provision or cause a cancellation of any insurance policy covering the risks generally associated with owning and operating an office building. Lessee shall, at its sole cost and expense, comply with any and all requirements relating to Lessee's use of the premises, as such requirements may be imposed by any insurance organization or company in connection with furnishing reasonable fire and public liability insurance coverage to Lessor. Lessee shall not place any sign or advertisement upon any exterior wall or window nor upon any door, wall or window fronting upon any hallway, without the prior written consent of Lessor. Lessee shall not damage or deface the walls, floors or ceilings, nor make any holes except for the hanging of pictures (which shall be done by using picture frame hangers acceptable to Lessor) nor make or suffer any waste or unlawful, improper or offensive use of the premises, nor obstruct hallways or other common areas, nor commit any act which may damage the structural parts of the building or disturb the quiet enjoyment of any other tenant in the building. ~~The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Lessor and Lessee.~~

\* solely by the King County Family Court Services for general office space purposes, with any change of user requiring the prior written consent of Lessor, which consent shall not be unreasonably withheld (if visiting clientele of alternative users are accused of crimes or have criminal records, this shall be considered a reasonable basis for Lessor to withhold consent).

\*\*\*and air-conditioning

\*\*\*\*provided Lessor takes measures to cure defects within a reasonable time frame. If

7. Building Services: Lessor shall furnish janitorial and cleaning services (which shall include vacuuming carpets, but shall not include the cleaning, repairing or replacement of carpets or drapes or other window coverings), electric current for lighting and normal office use, automatic elevator service, common restroom facilities, and heating<sup>\*\*\*</sup> (during normal business hours of operation). Failure to furnish such services when such failure is caused by government regulation, accidents, strikes, or other causes beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants under this lease, nor be deemed an eviction of the Lessee, nor render the Lessor liable for damages therefor. ~~If~~<sup>\*\*\*\*</sup> Lessee installs electrical equipment requiring power in excess of that required for normal office use in the building, Lessor shall have the right to charge Lessee for the extra cost of this power. If the monthly rate herein stipulated includes air conditioning to be provided by the Lessor, it is understood and agreed that such air conditioning shall be limited to the tonnage furnished at the commencement of the term and shall be furnished only in accordance with the normal business hours of operation, but Lessor's failure to furnish air conditioning, when such failure is caused by government regulation, accident, strike or failure of equipment (so long as Lessor is diligent in arranging for repairs to be made after being notified of such failure) or other cause beyond the reasonable control of the Lessor, shall not make for an abatement of rent, nor release the Lessee from the prompt fulfillment of any of the covenants of the Lessee under this lease nor render the Lessor liable for damages therefor. Normal business hours of operation for heating, ventilating, and air conditioning equipment shall be during reasonable hours of generally recognized business days in the city in which the premises are located.

\*which shall not be unreasonably withheld

8. Alterations and Improvements: Lessee shall not make any alterations in or additions to the premises without Lessor's prior written consent<sup>\*</sup> as to the character of the alterations or additions to be made, the manner of doing the work, and the persons to do the work. All such alterations and additions and improvements, ~~including~~<sup>\*\*\*\*</sup> but not limited to floor coverings attached to the floor such as wall-to-wall carpeting, shall become the property of the Lessor, and shall remain in and be surrendered with the premises at the end of said term or any renewal thereof or other sooner termination of this lease. Lessee agrees that Lessor has the right to make alterations, additions, repairs and improvements to the premises and to the building in which the premises are situated and Lessor shall not be liable for any<sup>\*\*</sup> inconvenience, disturbance, loss of business, nuisance or other damage which Lessee might suffer by reason of such work.

\*\*reasonable

\*\*\*\*(excluding Lessee's trade fixtures)

9. Repairs: Lessee shall at its own expense at all times during the term hereof keep the interior of the premises in good order, condition and repair (ordinary wear and tear and damage caused by Lessor's employees and by fire and earthquake and incidents unrelated to Lessee's use of the premises excepted). Lessee's duty to repair includes but is not limited to a duty to replace window glass that becomes cracked or broken. In the event any alteration, addition or change to the interior of the premises is required during the term hereof by any law, ordinance, rule or regulation, all thereof that are related to Lessee's improvements or unique use of the premises shall be made by Lessee at Lessee's cost and expense. Lessee waives all rights to make repairs at the expense of Lessor under any law, ordinance, rule or regulation now or hereafter in effect.

10. Liens: Lessee shall keep the premises and the property in which the premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessor shall have the right to take any reasonable action or to post and keep posted on the premises any notices that may be required by law or which Lessor may deem to be necessary or proper for the protection of such property from liens.

11. Surrender of Premises: At the end of said term or any renewal thereof or other sooner termination of this lease, Lessee will peaceably deliver up to Lessor possession of the premises, together with all improvements or additions thereto, by whomsoever made, in the same condition as received, or later installed, except for ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone, and Lessee will deliver all keys to the premises to Lessor. In addition, Lessee at Lessee's expense will remove Lessee's goods and effects and trade fixtures, and those of all persons claiming under Lessee, and Lessee will repair any damage resulting from such removal. Any property left in the premises shall be deemed to have been abandoned and shall become the property of Lessor to dispose of as Lessor deems expedient.

12. Casualty and Restoration: If the premises, or the building in which they are located, are substantially destroyed or damaged by fire or other casualty, Lessor at Lessor's option, may within thirty (30) days from the happening of the casualty, elect to terminate this lease by giving written notice to Lessee. If Lessor does not so elect, and the premises have been substantially destroyed, Lessee may elect to terminate this lease by giving written notice to Lessor within thirty-five (35) days of the happening of such casualty. Each such notice shall specify a date for termination of the lease that is no less than thirty (30) and no more than sixty (60) days after the giving of such notice. If Lessor does not elect to terminate this lease and Lessee does not so elect, Lessor shall at its own expense promptly repair those damages to said leased premises, if any, for which Lessor has the obligation to repair under other provisions of this lease. Unless the damages were caused by the fault or neglect of Lessee or any of its employees, Lessee shall be entitled to an equitable reduction in the monthly rent from the date of the casualty until either (1) said premises have been made fit for occupancy and use or (2) the lease terminates, whichever occurs sooner. If Lessor becomes obligated to repair or reconstruct the premises or the building in which they are located, Lessor shall be relieved of such obligation and Lessor may terminate this lease if Lessor is unable to obtain the necessary labor or materials, or if Lessor is unable to perform such obligation due to any cause beyond its control, including, but not limited to, strikes, lockouts and labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes, and military activity. A substantial destruction of the building shall occur if damage is estimated<sup>\*</sup> at more than twenty percent (20%) of the insurable replacement cost of the building in which the premises are located. A substantial destruction of the premises shall occur if over one-third (1/3)<sup>\*</sup> of the non-storage floor area of the premises is rendered unusable for over thirty (30) days and the estimated<sup>\*</sup> cost of repairs chargeable to Lessor exceeds Ten Thousand Dollars (\$10,000.00). Notwithstanding anything to the contrary contained in this paragraph, Lessor shall not have any obligation whatsoever to repair, reconstruct or restore the premises if the damage resulting from any casualty covered under this Paragraph occurs (1) when the remaining term of this lease or

\*Unless caused by the gross negligence or wilful misconduct of Lessor,

any extension hereof is less than twelve (12) months or (2) when Lessee is a tenant from month to month. Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor coverings, partitions, or any other property installed in the premises by Lessee except to the extent such is covered by insurance other than Lessor's liability insurance. \* Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the whole or any part of the premises, Lessee's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

13. Eminent Domain: If all or any substantial part of the premises be taken as a result of the exercise of the power of eminent domain, this lease shall terminate as to the part so taken as of the date of taking, and in the case of a substantial partial taking either Lessor or Lessee may terminate this lease as to the balance of the premises by giving thirty (30) days' written notice to the other within sixty (60) days after the date of such taking. In the event any substantial portion of the building in which the premises are located is so taken, Lessor may terminate this lease by giving one hundred twenty (120) days' written notice to Lessee within sixty (60) days after the date of such taking. In the event of any taking of the premises, all compensation and damage awards payable or to be paid for or by reason of such taking shall be payable to and be the sole property of Lessor without any apportionment to Lessee, and Lessee hereby assigns to Lessor any right Lessee may have to such compensation or awards, and Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business; provided, however, Lessee shall have the right to claim and recover (from the condemning authority) compensation for any loss to which Lessee may be put for Lessee's moving expenses and for the interruption of or damage to Lessee's business (but Lessee may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor). In the event of a partial taking of the premises which does not result in the termination of this lease, the rent thereafter to be paid shall be equitably reduced. A substantial part of the building shall be deemed to be taken if over twenty percent (20%) of its net rentable space is taken or any taking makes such amount of space inaccessible or unusable; a substantial part of the premises shall be deemed to be taken if over one-third (1/3) of the non-storage area is taken.

14. Indemnification and Exoneration: Lessee shall indemnify and hold Lessor harmless against and from any and all claims arising from Lessee's use of the premises for the conduct of its business or from any activity, work, or other thing done, permitted or suffered by the Lessee in or about the building in which the premises are located, and shall further indemnify and hold Lessor harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any intentional or negligent act or failure to act of the Lessee, or any officer, agent, employee, guest, or invitee of Lessee, and from all and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action or proceeding brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee as a material part of the



consideration to Lessor hereby assumes all risk of damage to property or injury to persons, in, upon or about the premises from any cause other than Lessor's negligence, and Lessee hereby waives all claims in respect thereof against Lessor.

Neither Lessor nor its agents nor its employees shall be liable for any damage to property entrusted to agents or employees of Lessor, nor for loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building in which the premises are located, or from pipes, appliances, or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Lessor, its agents, or its employees. Notwithstanding the foregoing, neither Lessor nor its agents nor its employees shall be liable to Lessee for interference with light or view or other incorporeal attributes of the premises, nor for loss of business by Lessee, ~~nor for any latent defect in the premises or in the building in which the premises are located,~~ nor for damages to personal property or business records maintained, owned, leased or possessed by Lessee on the premises all risk of damages of such types or from such causes or to such property to be at the complete risk of Lessee.

15. Rules and Regulations: Lessee shall faithfully observe and comply with the rules and regulations for tenants of the building in which the premises are located, and all reasonable modifications of and additions thereto from time to time put into effect by Lessor. Lessor shall not be responsible to Lessee for the noncompliance by any other tenant or occupant of the building with any of said rules or regulations.

16. Inspection and Maintenance: Lessor may enter the premises at all reasonable hours to inspect the same, to exhibit the same to prospective lenders, purchasers, tenants and brokers, and to make such repairs to the premises and such repairs, alterations, or improvements to adjacent space or utility services (including, without limitation, electrical, plumbing, air conditioning, heating and communication systems) as Lessor may desire; but this right shall not be construed as an agreement on the part of Lessor to make any repairs, all such repairs to be made by Lessee as aforesaid. Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on any portion of said leased premises which is at street level, and to show premises to prospective tenants for sixty (60) days prior to the expiration of this lease; or, if Lessee is a month to month tenant, Lessor's said right shall commence upon the giving or receipt of written notice to terminate such tenancy. For each of the aforesaid purposes, Lessor shall at all times have and retain a key or keys and/or lock combinations with which to unlock all of the doors in, upon and about the premises, excluding Lessee's vaults, safes, and files, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, without liability to Lessee except for any failure to exercise due care for Lessee's property. Any entry to the premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forceable or unlawful entry into, or a detainer of, the premises, or an eviction of Lessee from the premises or any portion thereof, provided said entry relates to emergency purposes as aforesaid.

17. Waiver of Subrogation: Lessee and Lessor hereby release each other, and their respective authorized representatives, from

any claims for damage to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, tenant improvements, and alterations of either Lessor or Lessee in or on the premises, that are caused by or result from any risk that could be insured against under a standard fire and extended coverage policy with vandalism and malicious mischief endorsements, or other equivalent coverage, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

18.  Holding-Over: If, with Lessor's written consent, Lessee holds possession of the premises after the term of this lease, Lessee shall become a tenant from month to month upon the terms herein specified, but at a monthly rent equivalent to the then prevailing rent payable by Lessee at the expiration of the term of this lease and subject to the continued application of the provisions of Paragraphs 4 and 5 hereof, payable in advance on or before the first day of each month.

19.  Default: The occurrence of any one or more of the following events shall constitute a breach of this lease by Lessee and Lessee shall be in default:

\*implementation of Lessee's budget.

(a) If Lessee fails to pay rent when and as the same becomes due and payable and such failure continues for three (3) days after written notice thereof has been given to Lessee, except for rent for the month of January in any lease year due to delays in the\*

(b) If Lessee fails to perform or comply with any other provision hereof and such failure continues for thirty (30) days after written notice thereof has been given to Lessee; provided, however, that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such time period commence with reasonable action designed to cure the default, give written notice to Lessor as to what course of action Lessee is taking, and thereafter diligently prosecute the same course of action until the default is cured.

~~(c) If Lessee makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or files an answer admitting any form of insolvency, or fails seasonably to contest the material allegations of a petition filed against it in any such proceeding, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Lessee or any material part of its properties.~~

~~(d) If within ninety (90) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, such proceeding has not been dismissed, or if, within ninety (90) days after the appointment without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee or of any material part of its properties, such appointment has not been vacated.~~

20.  Lessor's Remedies: Lessor shall have the following remedies if Lessee commits a breach of this lease, which remedies

are not exclusive but are cumulative and in addition to any remedies (including but not limited to remedies under forcible entry and detainer statutes) now or later allowed by law or equity:

(a) Even if Lessee does commit a breach of this lease, and even if Lessee does abandon the premises, this lease shall nevertheless continue in effect for so long as Lessor does not terminate this lease by giving a written notice of termination to Lessee, and Lessor may enforce all its rights and remedies under this lease, including the right to recover the rent as it becomes due under this lease. Acts of maintenance or preservation, or efforts to relet the premises, or the appointment of a receiver upon initiative of Lessor to protect Lessor's interest under this lease shall not constitute a termination of this lease.

\*with reasonable notice

(b) During the period Lessee is in default, Lessor can enter the premises<sup>^</sup> and relet them or any part of them to third parties for Lessee's account, and such entry and reletting shall not terminate this lease. Lessee shall be liable immediately to Lessor for all costs Lessor<sup>^</sup>\*\*incurs in reletting the premises, including without limitation, brokers' commissions, expenses of remodeling the premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this lease. Lessee shall pay to Lessor the rent due under this lease on the dates the rent is due, less the rent Lessor receives from any reletting.

\*\*reasonably

(c) If Lessee commits a breach of this lease, Lessor at any time thereafter may give Lessee a written notice of a date on which this lease shall terminate, and on the date specified in such notice (which shall not be less than seven (7) days after the giving of such notice) Lessee's right to possession shall terminate and this lease shall terminate, unless on or before such date all arrears of rent and all other sums payable by Lessee under this lease (together with interest thereon at the rate of ten percent (10%) per annum from the date due to the date paid) and all costs and expenses incurred by or on behalf of Lessee and all other breaches of this lease by Lessee at the time existing shall have been fully remedied to the satisfaction of Lessor. Upon such termination, Lessor may recover from Lessee: (1) The worth at the time of award of the unpaid rent which had been earned up to the date of termination; (2) the worth at the time of award of the amount by which the rental loss (as measured by the unpaid rent which would have been earned after the date of termination until the time of award) exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; (3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (4) any other amount necessary to<sup>^</sup>\*\*compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this lease or which in the ordinary course of things would be likely to result therefrom. The "time of award" refers to the date on which a court award becomes final, or if earlier, the date the parties enter into an accord and satisfaction with respect to the amount in question. The "worth at the time of award" of the amounts referred to in clauses (1) and (2) above is computed by allowing interest with respect to each increment of unpaid rent, at the rate of ten percent (10%) per annum from the date each was due to the time of the award. The worth at the time of award of the amount referred to in clause (3) above is computed by discounting each increment of such amount from the date

\*and repossess said premises within the authority and scope authorized by Washington State Law.

each would fall due back to the time of the award, at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

(d) In the event Lessee's right to possession is terminated Lessor may, without extinguishing any of Lessor's rights or remedies under this lease (including the right to recover the rents as they come due) reenter the premises after giving Lessee seven (7) days written notice ~~\*of Lessor's intention to do so, using such lawful force as may be necessary, and repossess and lock the premises, removing all persons and effects therefrom and, at Lessor's option, storing all removed property within the building or a public warehouse at the expense of Lessee.~~

21. Lessor's Right to Cure Default: All agreements and provisions to be performed by Lessee under any of the terms of this lease shall be at its sole cost and expense and without any abatement of rent. If Lessee shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail, for any reason other than unavoidable delays, to perform any other act on its part to be performed hereunder, and if any such failure shall continue for thirty (30) days after notice thereof by Lessor, Lessor may (but shall not be obligated, and without waiving or releasing Lessee from any obligations of Lessee) make any such payment or perform any such act on Lessee's part to be made or performed as in this lease provided. All sums so paid by Lessor and all necessary incidental costs shall be deemed supplemental rent hereunder and shall be payable to Lessor on demand, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of the rent.

\*\*which shall not be unreasonably withheld

22. No Waiver by Lessor: No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by Lessee before the expiration of the term. Only a written notice from Lessor to Lessee shall constitute acceptance of the surrender of the premises and effect an early termination of the lease. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval\*\* of any such subsequent act by Lessee. Any waiver by Lessor of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease unless expressly so stated.

23. Interest: All amounts of money payable by Lessee to Lessor hereunder, if not paid within ten (10) days after Lessor requests in writing that such delinquent amounts be immediately paid, shall bear interest from the date originally due until paid at the rate of ten percent (10%) per annum, except for rents due for month of January in any lease year that delay is due to Lessee's budget process.

24. Attorneys' Fees: If either party becomes a party to any litigation concerning this lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized represen-

tatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation, including such fees and costs of appeal. If either party commences an action against the other arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and court costs, including such fees and costs of appeal.

25. Time: Time is of the essence of this lease and of each and all of the agreements, conditions and provisions hereof.

26. Mortgagee Requirements; Offset Statement; Attornment: In the event any mortgagee shall elect to have this lease a prior lien to its mortgage, then and in such event, upon such mortgagee notifying Lessee in writing to that effect, this lease shall have priority over the lien of such mortgage to the same extent as if the same had been placed on record prior to such mortgage. In the event that upon any sale, assignment or hypothecation of the building of which the premises are a part, and/or of any leasehold interest therein by Lessor, a statement shall be required from Lessor as to offsets against Lessor, Lessee agrees to furnish said statement to the party demanding the same accurately and promptly. Lessee covenants and agrees, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage covering the premises, whether or not the lease is terminated by such foreclosure or sale, that it will, upon request by the purchaser, attorn to the purchaser upon any foreclosure or sale and recognize such purchaser as the Lessor under this lease, it being the intent hereof that if this lease should be terminated by such foreclosure or sale, it shall upon request by the purchaser, be reinstated as a lease between the purchaser and Lessee. Lessee, upon request of any party in interest, shall execute such instrument or instruments as shall be requested to carry out the requirements of this paragraph. See Addendum Par. 42.

27. Conveyance by Lessor: In the event the original Lessor hereunder, or any successor owner of the property in which the premises are located shall convey or otherwise dispose of such property, all liabilities and obligations on the part of the original Lessor, or such successor owner, under this lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner.

28. Assignment and Subletting: Lessee shall not, without the prior written consent of Lessor, which consent shall be ~~entirely~~ <sup>at the</sup> ~~discretionary~~ <sup>discretion of</sup> Lessor, assign this lease or any interest therein, or sublet the premises or any part thereof, or permit the use of the premises by any party other than ~~Lessee~~. Consent to one such assignment or sublease shall not destroy or waive this provision, and all subsequent assignments and subleases shall likewise be made only upon obtaining prior written consent of Lessor. Sublessees or assignees shall become directly liable to Lessor for obligations of Lessee hereunder without relieving Lessee of any liability. ~~If Lessee at any time desires to assign this lease or to sublet the premises or any part thereof in excess of two hundred (200) square feet, it shall first notify Lessor in writing of its desire to do so, and therein offer Lessor the right to recapture for the remainder of Lessee's term (including options to renew) at a rental based upon the per square foot rental for the space then accruing.~~

~~under this lease or the rental which Lessee proposes to obtain, whichever is lower, the portion of the premises that Lessee desires to assign or sublet, with the right of Lessor to sublease to others. Lessor shall have thirty (30) days from the date of the receipt of such notice to notify Lessee in writing of Lessor's acceptance of Lessee's offer. If Lessor does not so notify Lessee within such time, Lessee may thereafter assign this lease or sublet the portion of the premises involved, subject to obtaining Lessor's prior written consent as required in the first sentence of this paragraph provided, however, that Lessee's said right to assign or sublease shall apply only with respect to the portion of the premises offered to Lessor, no more and no less, at a rental not less than that offered to Lessor, and for a term to begin not later than ninety (90) days after receipt of the aforesaid notice by Lessor.~~

29. Successors and Assigns: All of the agreements, conditions and provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

30. Severability: The unenforceability, invalidity, or illegality of any provision of this lease shall not render the other provisions unenforceable, invalid or void.

31. Late Charge: Lessee acknowledges that late payment by Lessee to Lessor of rent will cause Lessor to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impractical to fix. Such costs include, without limitation, the cost of administrative time in accounting for late receivables and communicating with Lessee and others in regard thereto. Therefore, if any installment or rent due from Lessee is not received by Lessor within one month of the date due, Lessee shall pay to Lessor as a late charge an additional sum of one percent (1%) of the balance due for each full month after the original due date that the balance remains unpaid and owing, but not less than Five Dollars (\$5.00) for each such month. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent Lessor from exercising any of the other rights and remedies available to Lessor.

32. Limited Liability of Lessor: If Lessor is in default of this lease, and if as a consequence Lessee recovers a money judgment against Lessor, none of the general or limited partners comprising the limited partnership designated as Lessor shall be personally liable for any deficiency after satisfying the said judgment to the extent possible out of various assets of Lessor (including but not limited to the proceeds of sale received on execution of the judgment and levy against the right, title, and interest of Lessor in the building, other improvements, and land of which the premises are a part, and out of rent or other income from such real property receivable by Lessor and out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title, and interest in the building, other improvements, and land of which the premises are a part).

33. Lessor's Right to Demolish: If it is determined by Lessor that for any reason the building in which the premises are located should be demolished within a reasonable time thereafter, Lessor may

\*\* (3) reasonable relocation costs for which Lessee submits an itemized accounting to Lessor;

at any time after making such determination terminate this lease upon giving nine (9) month's written notice to Lessee. Lessor's application or applications submitted (either before or within ninety (90) days after the giving of such notice) with the appropriate local, state, or federal agencies for a permit or permits to demolish the said building shall constitute prima facie evidence that at the time of giving such notice Lessor did in good faith determine that the said building should be demolished within a reasonable time after making said determination. Within ten (10) days after Lessee vacates the premises, Lessor shall pay to Lessee (1) a sum equal to the remaining unamortized cost of leasehold improvements that were paid for by Lessee at the time of installation, and (2) any remaining security deposit; <sup>\*\*</sup> provided, however, that Lessor shall have no obligation to pay such amounts if Lessee is then in default or if Lessee failed to vacate the premises within said nine (9) month period. The amortization period of said leasehold improvements shall be from the commencement of the term of this lease or the date placed in service, whichever is later, to the end of the term of this lease, not including options to extend.

34. Relocation of Premises: Lessor shall have the right from time to time during the term of this lease to relocate the premises within the building in which the premises are located, on the following terms and conditions:

(a) The square footage of the premises in the new location is equal to the square footage of the premises in the existing location (subject to a variation of up to ten percent (10%), provided the amount of rent otherwise payable under this lease shall not increase).

(b) If the prevailing rental rate for the new location is less than the amount being paid for the present location, the rent shall be reduced to equal the then prevailing rent for the new location.

(c) Lessor shall pay the cost of providing tenant improvements in the new location comparable to the tenant improvements in the existing location.

(d) Lessor shall pay the expenses reasonably incurred by Lessee in connection with such substitution of premises, including but not limited to costs of moving, door lettering, telephone relocation and reasonable quantities of new stationery.

Lessor shall deliver to Lessee written notice of Lessor's election to relocate the premises, specifying the new location and the amount of minimum rent payable therefor at least ninety (90) days prior to the date of the relocation is to be effective. If the relocation of the premises is not acceptable to Lessee, Lessee for a period of twenty (20) days after receipt of Lessor's notice to relocate shall have the right (by delivering written notice to Lessor) to terminate this lease effective <sup>up to</sup> sixty (60) days after delivery of written notice to Lessor. This paragraph shall not apply to Lessee if Lessee is considered under this lease to be a tenant from month to month at the time Lessor delivers the aforesaid written notice.

<sup>up to</sup>

35. Storage Space Rental and Term: Any language in this lease to the contrary notwithstanding, any storage space leased to Lessee pursuant to Paragraphs 1 and 4 of this lease (or any amendment to this lease) shall be on a month to month basis. Paragraph 5 of this lease shall not apply, but all other provisions of this lease that



\*that each individual executing this lease on behalf of said party is duly authorized to execute and deliver this lease on behalf of said party in accordance with its terms.

are not in conflict with this paragraph shall be in full force and effect. Lessee's right to use and possession of any storage space leased under this lease (or any amendment to this lease) shall terminate at the expiration of the term of this lease, if not terminated sooner by either party in the manner provided by law for termination of a tenancy from month to month.

~~36. Authority. Lessor and Lessee each represent and warrant to the other\*  
36. Corporate Authority. If Lessee is a corporation, each individual executing this lease on behalf of said corporation represents and warrants that such individual is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation, or in accordance with the by-laws of said corporation, and that this lease is binding upon said corporation in accordance with its terms; and further, that Lessee shall, within thirty (30) days after execution of this lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this lease.~~

37. Brokers: Lessee warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this lease excepting only Coldwell Banker Commercial Real Estate Services and it knows no other real estate broker or agent who is entitled to a commission in connection with this lease.

~~38. Security Deposit. Lessor hereby acknowledges that Lessee has deposited with Lessor the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Said sum shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this lease. If Lessee defaults with respect to any provision of this lease, including but not limited to a provision relating to the payment of rent, Lessor may (but shall not be required to) use, apply, or retain, all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall within five (5) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a breach of this lease. Lessor shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option to the last assignee of Lessee's interest hereunder) at the expiration of the lease term, or if the term is extended, at the expiration of the last extension of the term. In the event of termination of Lessor's interest in this lease, Lessor shall transfer said deposit to Lessor's successor in interest and shall have no further obligation to Lessee under this paragraph.~~

39. Notices: All notices by either party to the other shall be in writing and may be delivered either by personal delivery to ~~a~~ <sup>\*\*</sup> responsible person in the building in which the premises are located or by mail. Notice to Lessee shall be deemed to be duly given on the earlier of the date of personal delivery or the day following the date mailed by registered or certified mail, postage prepaid, addressed to Lessee at the premises and/or \_\_\_\_\_.

Notice to Lessor shall \_\_\_\_\_.



be deemed to be duly given on the earlier of the date of personal delivery or the day following the date mailed by registered or certified mail, postage prepaid, and addressed to Lessor at the same address to which rent payments are to be made. Either party may change its address by written notice to the other.

40. Interpretation; State Law: The titles to paragraphs of this lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This lease shall be governed by the laws of the State of Washington.

See Addendum Paragraphs Attached

See Exhibits Attached

IN WITNESS WHEREOF, the parties hereto have executed this lease on the dates specified below.

LESSOR:  
Cypress Apartment Fund Ltd.  
dba The Central Building

LESSEE:  
King County, State of Washington

By: \_\_\_\_\_  
Barry A. Johnson  
Title: General Partner

By: \_\_\_\_\_  
Tim Hill  
Title: County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED:  
King County Superior Court

By: Mark E. Fletcher  
Title: Acting Court Administrator  
Date: 1/10/91

APPROVED AS TO FORM:

By: A. T. F.  
Deputy Prosecuting Attorney  
Date: 1/10/91

LESSOR'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally appeared \_\_\_\_\_, known to me to be a general partner of the limited partnership that executed the within and foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on behalf of said limited partnership and that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_.

LESSEE'S CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the Lessee corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they (he or she) were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_.

LESSEE'S INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_.

ADDENDUM TO LEASE DATED DECEMBER 19, 1990  
BETWEEN CYPRESS APARTMENT FUND, LTD. DBA THE CENTRAL BUILDING,  
A LIMITED PARTNERSHIP, AND KING COUNTY POLITICAL SUBDIVISION  
OF THE STATE OF WASHINGTON

41. Addendum Re Lessee's Right To Expand. With regard to Lessee's possible need for future expansion, Lessor hereby agrees to allow Lessee to be the first party to negotiate a lease on the portion of Suite 355 that has not already been included in the premises outlined on Exhibit A of the lease, which portion is estimated to be approximately 380 usable feet, located adjacent to and immediately north of the northernmost extension of the premises outlined on Exhibit A of this lease, with windows facing Third Avenue. To give Lessee this opportunity, Lessor would inform Lessee in writing each time that a potential tenant expresses an interest in leasing said space, after which Lessee would have ten (10) business days in which to reply in writing, notifying Lessor that it wishes to add said office space to the lease, and specifying a commencement date with respect to such addition that is not more than sixty (60) days after the date of Lessee's written reply. If Lessee should fail to timely indicate such intent with respect to such space, then Lessor shall have the right to enter into a term lease or a month-to-month tenancy with the aforesaid potential tenant; and upon execution of such a document by Lessor, all Lessee's rights pursuant to this paragraph shall terminate. If Lessee timely notifies Lessor that Lessee wishes to add said space to the lease, Lessor shall thereupon paint said space (if Lessee believes a paint job is needed) and prepare it for occupancy by Lessee. The rental rates per usable foot for said space from time to time shall be the same as the rates Lessee is paying from time to time on the other space occupied pursuant to this lease. If improvements other than painting and general cleanup are required, the costs shall be borne by Lessee.

42. Addendum Re Mortgage Requirements, Etc. (Paragraph 26). If a lender requires that this lease be subordinated to any encumbrance now of record or any encumbrance recorded after the date of this lease, this lease shall be subordinated to that encumbrance, if Lessor first obtains from the lender a written agreement that provides substantially the following:

(a) As long as Lessee is not in default under this lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's rights under this lease.

(b) The provisions in this lease concerning the disposition of insurance proceeds on destruction of the premises, and the provisions in this lease concerning the disposition of any condemnation award shall prevail over any conflicting provisions in the encumbrance.

(c) Lessee shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

(d) Lessee shall execute the written agreement and any other documents required by the lender to accomplish the purposes of this paragraph.

43. ARBITRATION Lessee and Lessor agree that should any dispute arise concerning this lease, that both parties shall submit to binding arbitration.

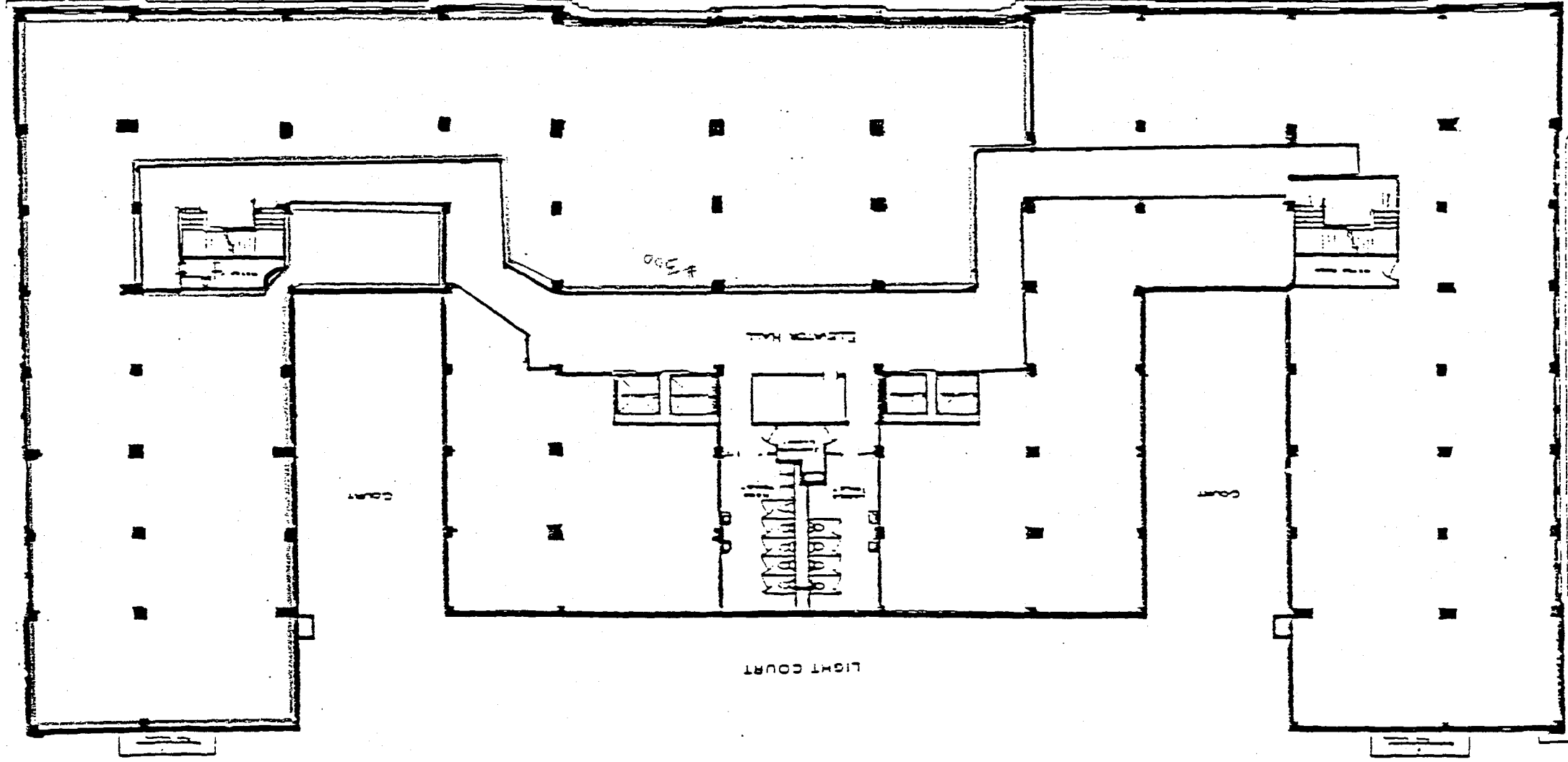
44. ENTIRE AGREEMENT This lease contains all covenants and agreements between Lessor and Lessee relating in any manner to the leasing, occupancy and use of the premises and Lessee's use of the building and other matters set forth in this lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this lease shall not be altered, modified or added to except in writing signed by Lessor and Lessee.

45. ANTI-DISCRIMINATION: In all services or activities, and all hiring or employment made possible by or resulting from this lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Lessor shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state or local law or regulation regarding non-discrimination. Any violation of this provision shall be considered a violation of a material provision of this lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the lease and may result in ineligibility for further agreements. Lessor will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

46. QUIET ENJOYMENT: Lessor covenants and agrees that Lessee, upon performance of all Lessee's obligations under this lease, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to the other terms and provisions of this lease and subject to all mortgages, underlying leases and other underlying matters of record to which this lease is or may become subject to and subordinate.

47. INDEMNIFICATION: Lessor and Lessee agree that as to all third-party claims, action, or causes of action of whatever kind arising from this lease or the acts of the parties in pursuit of their businesses and activities in and about the lease premises, each will be responsible to the other only to the extent of each party's comparative fault in causing alleged damages or injuries. Each party agrees to indemnify the other to the extent of the indemnifying party's proportional share.

COLUMBIA STREET



MARION STREET

EXHIBIT - A

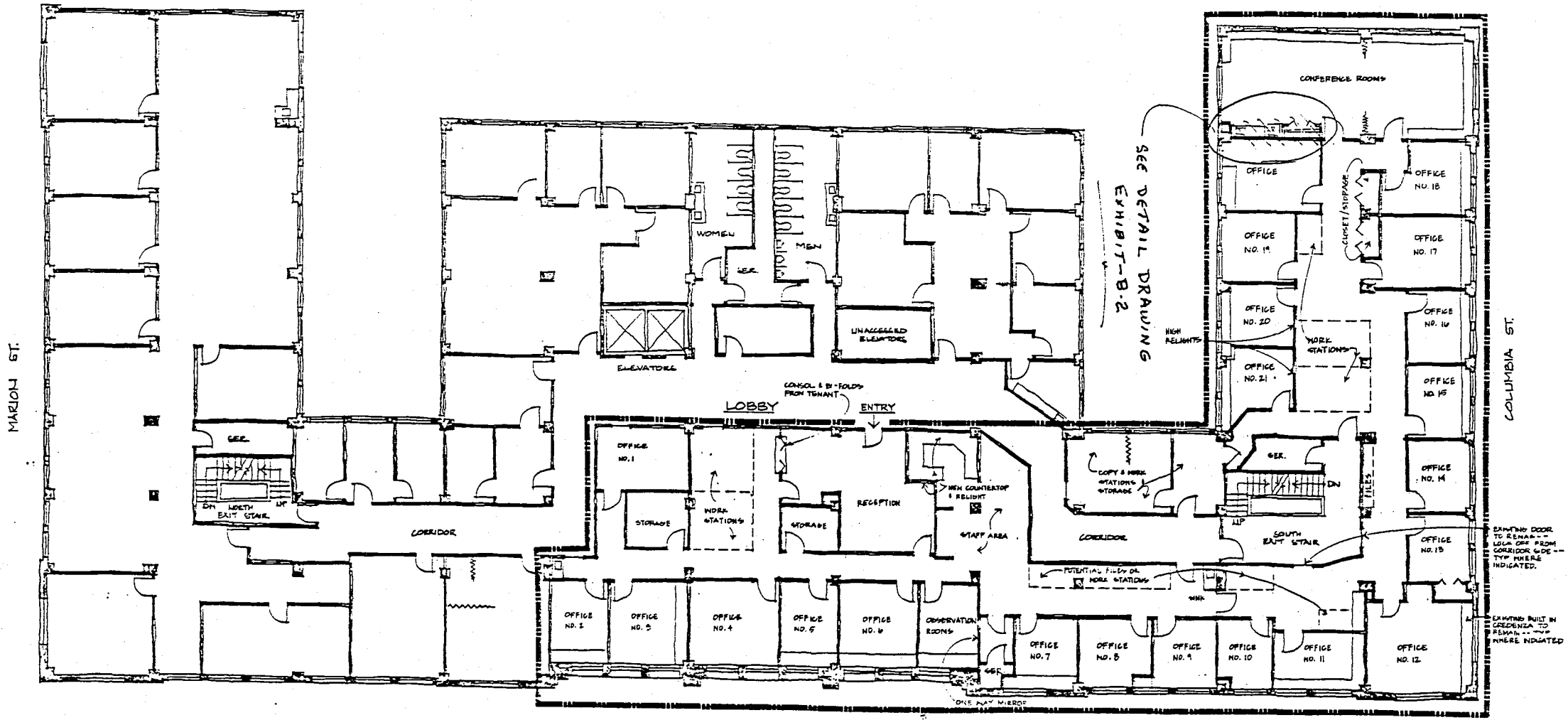
EXHIBIT B

In consideration of Lessees execution of this lease Lessor will have the following work performed at its' expense.

- . Demolish approximately 187 linear feet of existing walls along with accompanying ceiling, doors, cabinets, counters and metal kitchen unit.
- . Build approximately 218 linear feet of gypsum partitioning including three relite units; relocate an existing oneway window; provide and install a base cabinet with stainless steel sink mounted in a laminate covered top.
- . The counter top of the existing receptionist station will be resurfaced with new laminate material.
- . All walls will be made ready and receive a finish coat of egg shell latex paint.
- . Electrical work to include adding six light fixtures, about twenty seven duplex outlets, four dedicated circuits and all switching required by code. Existing light fixtures will be relocated as required by wall changes.
- . Floor surfaces will be made ready to receive building standard nylon carpet installed over commercial grade pad. Vinyl base will be installed as required.
- . The heating, ventilating and cooling systems will be examined by qualified technicians and made ready to operate according to design. Supply diffuser will be added and relocated as required.
- . Building standard blinds will be provided at all exterior windows. Privacy blinds will be provided at offices # 7,8 & 9.
- . Install the console and bifold doors, provided by Lessee, in the reception area wall.

All of the above will be done in accordance with the plan marked Exhibit B-1 (attached).

The detail of the bar sink in the conference room is modified by Exhibit B-2 (attached).

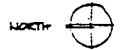


SEE DETAIL DRAWING EXHIBIT-B-2

EXISTING DOOR TO REMAIN - 2' CLEARANCE FROM CORRIDOR SIDE - TYPE WHERE INDICATED.  
 EXISTING BUILT IN CREDENZA TO REMAIN - 2' CLEARANCE FROM CORRIDOR SIDE - TYPE WHERE INDICATED.

EXHIBIT-B-1

THIRD FLOOR PLAN



KING COUNTY FAMILY COURT SERVICES

NOTES: PARTITION LOCATION SUBJECT TO FIELD VERIFICATION

CENTRAL BUILDING  
810 THIRD AVENUE

SCHEMATIC LAYOUT

FRANK C. STICKNEY AND RONALD F. MURPHY, ARCHITECTS  
311 WESTERN AVE. • SEATTLE, WASHINGTON 98104 • (206) 425-1000

Stickney & Murphy

DATE: JULY 25, 1990

SHEET

1

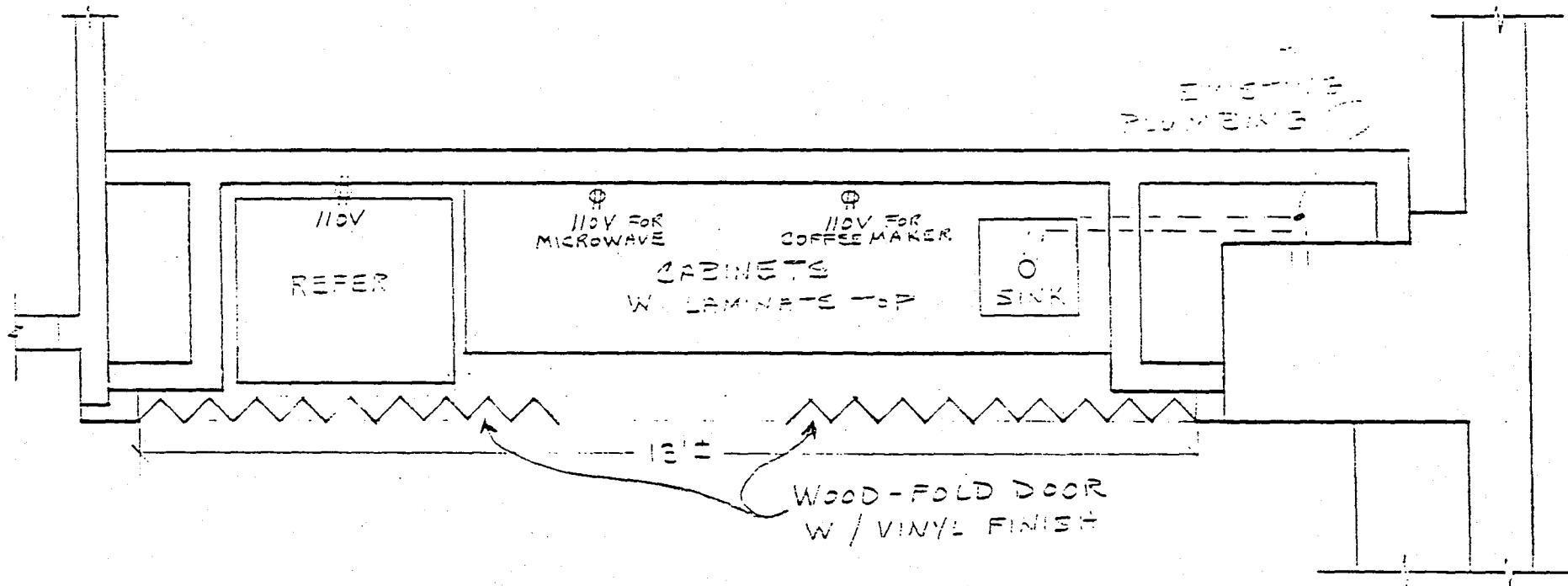
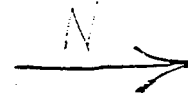


EXHIBIT-B-2

PLAN VIEW

SCALE  
 $\frac{1}{2}'' = 1'-0''$





ORDINANCE NO. 9801

AN ORDINANCE relating to 1% for Art, correcting technical errors in Ordinance 9545, Sections 2, 3, and 5, revising the appropriation for Fund 320, transferring the Pete's Pool project from project No. 662100 into Project No. 662130; amending Ordinance 9221, Section 92, attachments Nos. 1 & 2, as amended; and amending Ordinance 9545, Sections 2, 3, and 5, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 9545, Section 2, is hereby amended to read as follows:

The following 1% for Art projects which were canceled and disappropriated by Ordinance 9135, Section 1, are hereby reinstated and any balances available at the close of December 31, 1989 are hereby authorized for carryover through the CIP reconciliation process:

A. Current Projects for Completion in 1990.

CIP

| <u>Project</u> | <u>Fund</u> | <u>Fund Name</u>   | <u>Balance Available</u> |
|----------------|-------------|--|--------------------------|
| 667506         | 331         | Building Modernization<br>Construction (Shoreline<br>District Court) | \$10,149                 |
| 349045         | 349         | Parks Facilities Rehabilitation<br>(Enumclaw Park Art; Pete's Pool)  | \$21,496                 |

B. Bond Funded Projects

CIP

| <u>Project</u> | <u>Fund</u> | <u>Fund Name</u>                                 | <u>Balance Available</u> |
|----------------|-------------|--|--------------------------|
| 316020         | 316         | Parks, Recreation & Open<br>Space                | \$ 4,499                 |
| 666040         | 335         | Youth Services Facilities<br>Construction        | 0                        |
| 007258         | 337         | Park Acquisition and Development                 | \$ 68,222                |
| 668270         | 387         | Harborview Medical Center<br>Construction - 1977 | \$ 80,635                |

|   |        |     |                              |           |
|---|--------|-----|------------------------------|-----------|
| 1 | 005033 | 392 | Stadium Seating              | \$ 6,900  |
| 2 | 005034 | 393 | Stadium Loges and Restaurant | \$ 80,375 |
| 3 |        |     | Construction                 |           |

4 SECTION 2. Ordinance 9545, Section 3, is hereby amended to read as  
 5 follows:

6 As requested in Ordinance 9135, Section 2, Funds 338 and 396 have balances  
 7 available in "Transfer to 1% for Art" projects for appropriation and transfer  
 8 to Fund 320, 1% for Arts as shown in Section ((4-)) 5.

9 SECTION 3. Ordinance 9545, Section 5, is hereby amended to read as  
 10 follows:

11 Ordinance 9221, Section 92, Attachments No. 1 and 2, as  
 12 amended, is hereby amended by adding thereto and inserting therein the  
 13 following:

14 CIP PROJECT APPROPRIATIONS - From the several capital improvement project  
 15 funds there are hereby appropriated and authorized to be disbursed the follow-  
 16 ing amounts for the specific projects identified in Attachment No. 1, as  
 17 adjusted by Attachment No. 2, of this ordinance.

|    | <u>Fund</u> | <u>Capital Fund</u>                             |                                   |
|----|-------------|---|-----------------------------------|
| 18 | 338         | Airport Construction                            | \$ 4,000                          |
| 19 | 396         | HMC Repair and Replacement                      | \$ 1,989                          |
| 20 |             |   |                                   |
| 21 | <u>Fund</u> | <u>Capital Fund</u>                             |                                   |
| 22 | 320         | One percent for Art                             | (((\$435,950)) <u>\$405,200</u> ) |
| 23 |             | <u>Project</u>                                  |                                   |
| 24 |             | ((662100 - - Transfer to other funds (to))      |                                   |
| 25 |             | Enumelaw Park Art Project No. 349045)           | \$ -1,500))                       |
| 26 | 662104      | Green River Trail Phase I                       | \$100,000                         |
| 27 | 662106      | Beaver Lake Totems                              | \$126,000                         |
| 28 | 662108      | North SeaTac Park                               | \$ 7,000                          |
| 29 |             | ((667506 - - 331 - - - Building Modernization)) |                                   |
| 30 |             | ((B. - Bond Funded Projects ))                  |                                   |

|    |        |  |                        |
|----|--------|--|------------------------|
| 1  | 662110 | M.L. King, Jr., Memorial               | \$20,000               |
| 2  | 662112 | Women of Washington                    | \$ 5,000               |
| 3  | 662114 | Yesler Kids Mural                      | \$ 2,000               |
| 4  | 662116 | Citizens Generated Program Development | \$ 3,000               |
| 5  | 662118 | Artist Training                        | \$10,000               |
| 6  | 662120 | Portable Art Purchases                 | \$45,000               |
| 7  | 662122 | Art Works Maintenance                  | \$15,000               |
| 8  | 662124 | Immediate Response Reserve             | (((\$15,000)) \$45,000 |
| 9  | 662128 | Coordinator's Salary                   | \$25,700               |
| 10 | 662130 | Pete's Pool, Enumclaw Park             | \$ 1,500               |

11 ((Fund - - Capital-Fund ))

12 ((349 - - Parks-Facilities Rehabilitation))

13 ((349045 - - Enumclaw-Park Art;-(Pete's-Pool) \$ 1,500))

14 INTRODUCED AND READ for the first time this 17<sup>th</sup> day of

15 December, 1990

16 PASSED this 28<sup>th</sup> day of January, 1991.

17 KING COUNTY COUNCIL  
18 KING COUNTY, WASHINGTON

19 Russ North  
20 Chair

21 ATTEST:

22 Gerald A. Peterson  
23 Clerk of the Council

24 APPROVED this 8<sup>th</sup> day of February, 1991.

25 Russ North  
26 King County Executive

ORDINANCE NO. 9802

AN ORDINANCE appropriating \$88,000 to the Children and Family Services Fund - Child Care Program from special programs - executive contingency for the Childhaven Secure Visitation Program, and amending Ordinance No. 9720, Sections 36, 39 and 45.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$88,000 from special program - executive contingency to the Children and Family Services Fund - Child Care Program for the Childhaven Secure Visitation Program.

SECTION 2. Ordinance No. 9720, Section 36, is hereby amended by adding thereto and inserting therein the following:

SPECIAL PROGRAMS - EXECUTIVE CONTINGENCY - From the Current Expense Fund, there is hereby disappropriated from:

Special Programs - Executive Contingency (\$88,000)

SECTION 3. Ordinance No. 9720, Section 39, is hereby amended by adding thereto and inserting therein the following:

TRANSFER TO OTHER FUNDS - From the Current Expense Fund there is hereby appropriated to:

Transfer to Other Funds \$88,000

SECTION 4. Ordinance No. 9720, Section 45, is hereby amended by adding thereto and inserting therein the following:

HUMAN SERVICES/CSD/CHILD CARE - From the Children and Family Services

Fund, there is hereby appropriated to:

Human Services/CSD/Child Care \$88,000

INTRODUCED AND READ for the first time this 14th day of

January, 1991

PASSED this 28th day of January, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Les. North  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 8th day of February, 1991.

Jim Hill  
King County Executive

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ORDINANCE NO. 9803

AN ORDINANCE making a supplemental appropriation of \$63,490 to public health pooling, Seattle division and \$190,940 to public health pooling, King County divisions from state and federal grants, private grants, interlocal and interfund payments, and the Current Expense Fund; and amending Ordinance No. 9720, Sections 36, 39, and 72, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted a supplemental appropriation of \$63,490 to public health pooling, Seattle division, and \$190,940 ;to public health pooling, King County divisions, from state and federal grants, private grants, interlocal and interfund payments, and the Current Expense Fund.

SECTION 2. Ordinance No. 9720, Section 72, as amended, is hereby amended by adding thereto and inserting therein the following:

PUBLIC HEALTH POOLING - From the Public Health Pooling Fund there is hereby appropriated to:

Seattle Division \$63,490

King County Division \$190,940

The maximum number of additional FTEs for Public Health Pooling shall be:

Seattle Division 1.13

King County Divisions 2.71

SECTION 3. Ordinance No. 9720, Section 36, as amended, is hereby amended by adding thereto and inserting therein the following:

SPECIAL PROGRAMS - EXECUTIVE CONTINGENCY - From the Current Expense Fund there is hereby disappropriated from:

Special Programs - Executive Contingency (\$47,566)

SECTION 4. Ordinance 9720, Section 39, as amended, is hereby amended by adding thereto and inserting therein the following:

TRANSFER TO OTHER FUNDS - From the Current Expense Fund there is hereby appropriated to:

Transfer to Other Funds \$47,566

INTRODUCED AND READ for the first time this 14<sup>th</sup> day of

January, 1991

PASSED this 28<sup>th</sup> day of January, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lou North  
Chair

ATTEST:

Arcald A. Patten  
Clerk of the Council

APPROVED this 8<sup>th</sup> day of February, 1991.

Russ Taylor  
King County Executive

December 4, 1990  
MB/lk 12:30L.2

Introduced by: KENT PULLEN  
AUDREY GRUGER

Proposed No.: 90-1 007

ORDINANCE NO. **9804**

AN ORDINANCE making a supplemental appropriation of \$58,915 to the office of the prosecuting attorney from revenues from the Eastside Task Force and additional revenues from the State of Washington to provide additional staff in the Drug Case Development Section and the Sexual Predator Program, and amending Ordinance No. 9221, Section 29, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$58,915 to the office of the prosecuting attorney from additional revenues from the Eastside Task Force in the amount of \$10,460 and additional revenues from the State of Washington in the the amount of \$48,455, to provide additional staff in the Drug Case Development Section and the Sexual Predator Program.

SECTION 2. Ordinance 9221, Section 29, as amended, is hereby amended by adding thereto and inserting therein the following:

PROSECUTING ATTORNEY - From the current expense fund there is hereby appropriated to:

Prosecuting Attorney \$58,915

The maximum number of additional FTEs to be budgeted for the prosecuting attorney shall be: 1.6

INTRODUCED AND READ for the first time this 14<sup>th</sup> day of January, 1991

PASSED this 4<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:  
Guadalupe A. Pater  
Clerk of the Council

APPROVED this 14<sup>th</sup> day of February, 1991.

Jim Hill  
King County Executive

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May 3, 1990  
PM:fs

INTRODUCED BY RON SIMS

PROPOSED NO. 90 - 427

ORDINANCE NO. **9805**

AN ORDINANCE relating to the vacation of a portion  
of alleyway in Dixon's Lake Park 2nd Addition  
Petitioners: Roscoe B. Bass, Jr. and Others V-2047

STATEMENT OF FACTS

1. A petition has been filed requesting vacation of a portion of alleyway in Dixon's Lake Park 2nd Addition, hereinafter described.
2. The department of public works has notified the various utilities serving the area and has been advised that an easement has been secured by Seattle City Light.
3. The building and land development division has studied the subject proposed road vacation and finds that it would not be in conflict with the principles and purposes of the King County Comprehensive Plan and the specific plans in the vicinity of this proposed vacation.
4. No evidence was found, that the vacation area has ever been open as a road. A search of the records indicates that no public funds have been expended for its acquisition, improvement or maintenance. The road is, therefore, classified "C Class" in accordance with King County Ordinance No. 2759, as amended by Ordinance 3088.
5. The department of public works considers the subject right-of-way useless as part of the county road system and believes the public would be benefited by the return of this unused area to the public tax rolls.

Due notice was given in the manner provided by law and a hearing was held by the King County council on the 4<sup>th</sup> day of February 19 91.

In consideration of the benefits to be derived from the subject vacation, the council has determined that it is in the best interest of the citizens of King County to grant said petition.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The council, on the 4<sup>th</sup> day of February, 19 91, hereby vacates and abandons the following described portion of alleyway in Dixon's Lake Park 2nd Addition:

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All portions of that certain 16-foot wide alleyway located between Lot 1, Block 11 and Lot 6, Block 10 of Dixon's Lake Park 2nd Addition as recorded in Volume 26 of plats, page 3 records of King County, Washington. Said area being further defined as lying Southwesterly of the Southwest margin of Dixon Drive South and Northeasterly of the Northwesterly extension of the Southwest line of said Lot 6, Block 10.

All being situated in the Southeast 1/4 of Section 1, Township 23 North, Range 4 East, W.M.

Contains an area of 1,345 square feet or 0.031 acres, M/L.

INTRODUCED AND READ for the first time this 29<sup>th</sup>  
day of May, 1990.

PASSED this 4<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

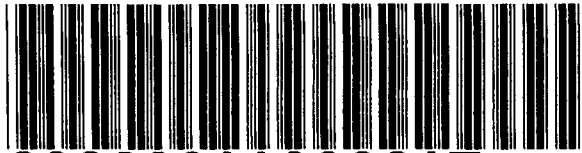
Lois North  
Chair

ATTEST:

Gerald A. Foster  
Clerk of the Council

APPROVED this 14<sup>th</sup> day of February, 1991.

Jim Hill  
King County Executive



20020311000217

METRO KC COUNC CORD 0.00  
PAGE 001 OF 003  
03/11/2002 09:01  
KING COUNTY, WA

Return Address:  
Clerk of the Council  
Metropolitan King County Council  
Room W 1025 King County Courthouse  
Seattle, WA 98104

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

|   |  |
|---|--|
| <b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <b>must</b> be filled in)<br>1. <b>Ordinance 9805 AN ORDINANCE relating to the vacation of a portion of alleyway in Dixon's Lake Park 2nd Addition. Petitioners: Roscoe B. Bass, Jr. and Others V-2047 (Grantee)</b> |  |
| <b>Reference Number(s) of Documents assigned or released:</b><br>Additional reference #'s on page _____ of document   |  |
| <b>Grantor(s)</b> (Last name, first name, initials)<br>1. <b>King County, Washington</b><br>Additional names on page _____ of document.   |  |
| <b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)<br>All portions of that certain 16-foot wide alleyway located between Lot 1, Block 11 and Lot 6, .....<br>Additional legal is on page _____ of document.  |  |
| <b>Assessor's Property Tax Parcel/Account Number</b>  | <input type="checkbox"/> Assessor Tax # not yet assigned |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.  |  |

2002 031 1000217

REC'D  
2002 JUL 19 11:11:23  
CLERK  
KING COUNTY COUNCIL

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

May 3, 1990  
PM:fs

INTRODUCED BY RON SIMS  
PROPOSED NO. 90 - 427

ORDINANCE NO. **9805**

AN ORDINANCE relating to the vacation of a portion  
of alleyway in Dixon's Lake Park 2nd Addition  
Petitioners: Roscoe B. Bass, Jr. and Others V-2047

STATEMENT OF FACTS

1. A petition has been filed requesting vacation of a portion of alleyway in Dixon's Lake Park 2nd Addition, hereinafter described.
2. The department of public works has notified the various utilities serving the area and has been advised that an easement has been secured by Seattle City Light.
3. The building and land development division has studied the subject proposed road vacation and finds that it would not be in conflict with the principles and purposes of the King County Comprehensive Plan and the specific plans in the vicinity of this proposed vacation.
4. No evidence was found, that the vacation area has ever been open as a road. A search of the records indicates that no public funds have been expended for its acquisition, improvement or maintenance. The road is, therefore, classified "C Class" in accordance with King County Ordinance No. 2759, as amended by Ordinance 3088.
5. The department of public works considers the subject right-of-way useless as part of the county road system and believes the public would be benefited by the return of this unused area to the public tax rolls.

Due notice was given in the manner provided by law and a hearing was held by the King County council on the 4<sup>th</sup> day of February 19 91.

In consideration of the benefits to be derived from the subject vacation, the council has determined that it is in the best interest of the citizens of King County to grant said petition.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The council, on the 4<sup>th</sup> day of February, 19 91, hereby vacates and abandons the following described portion of alleyway in Dixon's Lake Park 2nd Addition:

2002 031 1000217

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1 All portions of that certain 16-foot wide alleyway located between Lot 1,  
 2 Block 11 and Lot 6, Block 10 of Dixon's Lake Park 2nd Addition as  
 3 recorded in Volume 26 of plats, page 3 records of King County,  
 4 Washington. Said area being further defined as lying Southwesterly of the  
 5 Southwest margin of Dixon Drive South and Northeasterly of the  
 6 Northwesterly extension of the Southwest line of said Lot 6, Block 10.

7 All being situated in the Southeast 1/4 of Section 1, Township 23 North,  
 8 Range 4 East, W.M.

9 Contains an area of 1,345 square feet or 0.031 acres, M/L.

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INTRODUCED AND READ for the first time this 29<sup>th</sup>  
 day of May, 1990.

PASSED this 4<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
 KING COUNTY, WASHINGTON

Lois North  
 Chair

ATTEST:

Gerald A. Foster  
 Clerk of the Council

APPROVED this 14<sup>th</sup> day of February, 1991.

[Signature]  
 King County Executive

2002 031 1000217

ORDINANCE NO. **9806\***

AN ORDINANCE concurring with the recommendation of the Zoning and Subdivision Examiner to grant preliminary approval, subject to conditions (modified), upon the application for a planned unit development petitioned by OLYMPIC RIDGE TOWNHOUSE/APARTMENTS, and designated Building and Land Development File No. S89U0001.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance adopts and incorporates the findings and conclusions of the September 14, 1990 report of the zoning and subdivision examiner, filed with the clerk of the council on October 4, 1990 to grant preliminary approval, subject to conditions (modified), upon the application for a planned unit development petitioned by Olympic Ridge Townhouse/Apartments, designated building and land development file no. S89U0001.

SECTION 2. Upon approval of the planned unit development plan by the manager of the building and land development division, the building and land development division shall amend the official zoning maps of King County to reflect this action. If a final planned unit development which meets all the conditions of this preliminary approval is not submitted to the manager of the

\* This Ordinance was readopted March 4, 1991. At the February 4, 1991 the appellant was not present at the Land Use Appeals. The appellant was not present in March 2, 1991 either.

1 building and land development division within the time limits (as they may be  
2 extended) provided by KCC 21.56, all authority granted by this ordinance shall  
3 expire and this ordinance shall be of no further force or effect.

4 SECTION 3. Those conditions of this preliminary approval are binding  
5 as to the general intent and apportionment of land for buildings, stipulated  
6 uses and circulation pattern, but are not to be construed to render inflexible  
7 the ultimate design, specific uses or final plan for the project.

8 INTRODUCED AND READ for the first time this 5<sup>th</sup> day  
9 of February, 19 90.  
10 PASSED this 4<sup>th</sup> day of February, 19 91.

11 KING COUNTY COUNCIL  
12 KING COUNTY, WASHINGTON

13 Lois North  
14 Chair

15 ATTEST:

16 Gerald A. Peterson  
17 Clerk of the Council

ORDINANCE NO. **9807**

AN ORDINANCE canceling outstanding King County warrants issued or called on or before December 31, 1989.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Registered or interest bearing King County warrants that were called on or before December 31, 1989, and not presented for payment at December 31, 1990, are hereby canceled.

SECTION 2. All King County warrants not registered or interest bearing that were issued on or before December 31, 1989, and not presented for payment at December 31, 1990, are hereby canceled.

INTRODUCED AND READ for the first time this 28th day of

January, 1991

PASSED this 11th day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Donald A. Peterson  
Clerk of the Council

APPROVED this 21st day of February, 1991.

Jim Hill  
King County Executive

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January 4, 1991

Introduced by: RON SIMS  
Proposed by: 91 - 85

ORDINANCE NO. **9808**

AN ORDINANCE making a supplemental appropriation of \$650,000 to records and elections division from the unappropriated Current Expense fund balance and additional revenues generated from reimbursements from other jurisdictions to pay for unanticipated costs incurred in providing special elections during calender year 1990 pursuant to state law.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted a supplemental appropriation of \$650,000 to records and elections from the unappropriated Current Expense fund balance and additional revenues generated from reimbursements from other jurisdictions to pay for unanticipated costs incurred in providing special elections as requested pursuant to RCW 29.13.020.

SECTION 2. Ordinance No. 9221, Section 28, as amended, is hereby amended by adding thereto and inserting therein the following:

RECORDS AND ELECTIONS - From the Current Expense Fund there is hereby appropriated to:

Records and Elections \$650,000

INTRODUCED AND READ for the first time this 23<sup>rd</sup> day of January, 1991.

PASSED this 11<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chairman

ATTEST:

Guadalupe Pater  
Clerk of the Council

APPROVED this 21<sup>st</sup> day of February, 1991.

Jim Hill  
King County Executive

January 31, 1991  
4206D/66

Introduced by Lois North  
Proposed No. 90-986

ORDINANCE NO. **9809**

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2  
3 AN ORDINANCE concurring with the recommendation of  
4 the Zoning and Subdivision Examiner, amending King  
5 County Zoning Resolution No. 25789, as amended, by  
6 reclassifying a portion of certain property upon the  
7 application of KING COUNTY HOUSING AUTHORITY  
8 designated Building and Land Development File No.  
9 L90RZ001.

10  
11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12  
13 SECTION 1. This ordinance adopts and incorporates the findings and  
14 conclusions of the January 15, 1991 report of the zoning and subdivision  
15 examiner, filed with the clerk of the council on January 31, 1991 on the  
16 application of King County Housing Authority to reclassify certain property  
17 described in building and land development file no. L90RZ001.

18  
19 SECTION 2. The recommendation of the zoning and subdivision examiner to  
20 reclassify the subject property from SR 7200 to RMHP-P subject to conditions  
21 (modified), but not to reclassify that portion of the property located west of  
22 the ravine which divides the property, is hereby adopted by the council of  
23 King County. The conditions of approval, which must be satisfied before this  
24 ordinance becomes effective, must be satisfied within two years of council  
25 approval, or all authority granted by this ordinance shall expire and this  
26 ordinance shall be of no further force or effect. Upon this ordinance  
27 becoming effective, the building and land development division shall amend the  
28 official zoning maps of King County to reflect this action.

29  
30 INTRODUCED AND READ for the first time this 3rd day  
31 of December, 19 90.

32  
33 PASSED this 11th day of February, 19 91.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Petrus  
Clerk of the Council

ORDINANCE NO. **9810**

AN ORDINANCE providing for the issuance and public sale of limited tax levy general obligation bonds of the county in the aggregate principal amount of \$33,610,000 for the purpose of providing part of the funds to proceed with land acquisition and capital improvements to the facilities of the solid waste division, acquisition of the Yesler, Washington Center and Norton Buildings, improvements to the Kingdome and acquisition of various equipment; providing the date, form, terms and maturities of said bonds; providing for the disposition of the proceeds of sale; establishing funds for the receipt and expenditure of bond proceeds and for the payment of the bonds; and providing for the annual levy of taxes to pay the principal thereof and interest thereon.

PREAMBLE:

The county council has received and reviewed plans for the acquisition, construction, equipping and capital improvement of the following projects of the county:

- (a) land acquisition and capital improvements to the facilities of the solid waste division,
- (b) acquisition of the Yesler, Washington Center and Norton Buildings,
- (c) improvements to the Kingdome, and
- (d) acquisition of various equipment.

It is deemed necessary and advisable that the county now issue and sell \$33,610,000 of its limited tax levy general obligation bonds in a single issue to acquire, construct, equip and install such capital improvements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

A. "Bond Fund" means the "1991 Series A Limited Tax General Obligation Bond Redemption Account" established pursuant to Section 19 hereof.

1 B. "Bond Register" means the registration books main-  
2 tained by the Bond Registrar for purposes of identifying owner-  
3 ship of the Bonds.

4 C. "Bond Registrar" means the fiscal agency of the State  
5 of Washington in either Seattle, Washington, or New York, New  
6 York, for the purposes of registering and authenticating the  
7 Bonds, maintaining the Bond Register, effecting the transfer of  
8 ownership of the Bonds and paying interest on and principal of  
9 the Bonds.

10 D. "Bond Year" means each one-year period (or shorter  
11 period from the date of issue) that ends at the close of busi-  
12 ness on December 31.

13 E. "Bonds" or "Bond" means all or a portion of the  
14 \$33,610,000 of King County, Washington, Limited Tax General  
15 Obligation Bonds, 1991, Series A (Various Purpose), issued pur-  
16 suant to this ordinance.

17 F. "Chief Financial Officer" means the person serving as  
18 the chief financial officer of the Office of Financial Manage-  
19 ment of King County or the county officer who succeeds to the  
20 duties now delegated to that office.

21 G. "Code" means the Internal Revenue Code of 1986, as  
22 amended. Any reference to a provision of the Code shall include  
23 the applicable regulations of the Department of the Treasury  
24 promulgated or proposed with respect to such provision.

25 H. "Computation Date" means the Installment Computation  
26 Date or the Final Computation Date.

27 I. "County Finance Manager" means the manager of the  
28 finance division of the King County Office of Financial Manage-  
29 ment or any other county officer who succeeds to the duties now  
30 delegated to that office.

1 J. "DTC" means the Depository Trust Company, New York,  
2 New York.

3 K. "Final Computation Date" means the date that the last  
4 Bond is discharged. A Bond is discharged on the date that all  
5 amounts due under the terms of the Bond are actually and uncon-  
6 ditionally due if cash is available at the place of payment and  
7 no interest accrues with respect to the Bonds after such date.

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

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

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

16 1. Actual Receipts. Any amount actually or construc-  
17 tively received with respect to an investment. Actual  
18 receipts may not be reduced by sales commissions,  
19 administrative expenses or similar expenses.

20 2. Disposition Receipts. An amount determined by  
21 treating an investment that ceases to be allocated to the  
22 Bonds (other than by reason of a sale or retirement) as if  
23 sold for fair market value on the date that the investment  
24 ceases to be allocated to the Bonds.

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

29 4. Imputed Receipts. Any receipts that are required  
30 to be imputed and taken into account pursuant to Section  
31

32

1 1.148-5T of the Temporary Income Tax Regulations or any  
2 successor Temporary or Final Income Tax Regulations.

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

6 1. Direct Payments. The amounts of gross proceeds of  
7 the Bonds directly used to purchase the investment. Direct  
8 payments do not include brokerage commissions, administra-  
9 tive expenses or similar expenses.

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

14 3. Payments of Rebatable Arbitrage. Any payment of  
15 Rebatable Arbitrage if such payment is made no later than  
16 the due date for such payment.

17 SECTION 2. Findings. The King County council hereby makes  
18 the following findings:

19 A. The following capital projects, all as more fully  
20 described in Exhibit A hereto, will contribute to the health,  
21 safety and welfare of the citizens of the county: land  
22 acquisition and capital improvements to the facilities of the  
23 solid waste division; acquisition of the Yesler, Washington  
24 Center and Norton Buildings; improvements to the Kingdome; and  
25 acquisition of various equipment.

26 B. The issuance of a single series of limited tax levy  
27 general obligation bonds to pay the costs of the projects  
28 approved in Section 3 hereof, payable from regular property  
29 taxes, will reduce the overall costs of borrowing such funds and  
30 is in the best interests of the county and its citizens.  
31  
32

1           SECTION 3. Authorization of Improvements. The county is  
2 hereby authorized to acquire, construct, equip and make the  
3 capital improvements as specified in Exhibit A hereto and  
4 incorporated herein by reference. The costs of such projects  
5 shall also include interest on any interim financing for such  
6 projects pending receipt of Bond proceeds and to pay certain  
7 costs and expenses incurred in issuing the Bonds.

8           The projects authorized herein shall include the costs of  
9 sales tax, acquisition and contingency allowances, financing,  
10 and any and all surveys, explorations, engineering and architec-  
11 tural studies, drawings, designs and specifications incidental,  
12 necessary or convenient to the improvements herein specified.  
13 Such projects shall also include the purchase of all materials,  
14 supplies, appliances, equipment and facilities, and the permits,  
15 franchises, property and property rights necessary, incidental  
16 or convenient to effect the improvements.

17           The improvements authorized herein may be modified where  
18 deemed advisable or necessary in the judgment of the county  
19 council, and implementation or completion of any authorized  
20 improvement shall not be required if the county council deter-  
21 mines that it has become inadvisable or impractical. If all of  
22 the improvements either have been completed, or their completion  
23 duly provided for, or their completion found to be inadvisable  
24 or impractical, the county may apply any remaining proceeds of  
25 the Bonds, or any portion thereof, to improvements of other  
26 county facilities as the county council in its discretion may  
27 determine. In the event that the proceeds of the sale of the  
28 Bonds, plus any other moneys of the county legally available  
29 therefor, are insufficient to accomplish all of the improvements  
30 authorized in this section, the county shall use the available  
31 funds for paying the cost of those improvements for which the  
32

1 Bonds were authorized deemed by the county council most neces-  
2 sary and to the best interest of the county.

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

5 A. Purpose and Authorization of Bonds. The county shall  
6 now issue and sell \$33,610,000 of Bonds for the purpose of  
7 providing the county with part of the funds required to pay the  
8 cost of the projects authorized in Section 3 hereof.

9 B. Description. The Bonds shall be designated "Limited  
10 Tax General Obligation Bonds, 1991, Series A (Various Purpose).  
11 The Bonds shall be dated March 1, 1991, shall be fully regis-  
12 tered as to both principal and interest, shall be in the denomi-  
13 nation of \$5,000 each or any integral multiple thereof (but no  
14 Bond shall represent more than one maturity), shall be numbered  
15 separately in such manner and with any additional designation as  
16 the Bond Registrar deems necessary for purposes of identifica-  
17 tion, and shall mature on December 1 in the years and amounts as  
18 follows:

| <u>Maturity Years</u> | <u>Amounts</u> |
|-----------------------|----------------|
| 1992                  | \$1,460,000    |
| 1993                  | 1,540,000      |
| 1994                  | 1,630,000      |
| 1995                  | 1,490,000      |
| 1996                  | 1,580,000      |
| 1997                  | 1,285,000      |
| 1998                  | 1,360,000      |
| 1999                  | 1,325,000      |
| 2000                  | 1,410,000      |
| 2001                  | 1,500,000      |
| 2002                  | 1,600,000      |
| 2003                  | 1,705,000      |
| 2004                  | 1,820,000      |
| 2005                  | 1,945,000      |
| 2006                  | 2,080,000      |
| 2007                  | 2,225,000      |
| 2008                  | 2,385,000      |
| 2009                  | 2,545,000      |
| 2010                  | 2,727,000      |

30 The Bonds shall bear interest (computed on the basis of a  
31 360-day year of twelve 30-day months) from their date or from  
32



1 the most recent interest payment date for which interest has  
2 been paid or duly provided for, whichever is later, payable on  
3 December 1, 1991, and semiannually thereafter on the first days  
4 of each succeeding June and December to the maturity or earlier  
5 redemption of the Bonds, at the rate or rates bid by the suc-  
6 cessful bidder at public sale and accepted by motion of the  
7 county council.

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

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

29 The Bonds initially shall be issued in denominations equal  
30 to the aggregate principal amount of each maturity and initially  
31 shall be registered in the name of CEDE & CO., as the nominee of  
32

1 DTC. The Bonds so registered shall be held in fully immobilized  
2 form by DTC as depository. For so long as any Bonds are held in  
3 fully immobilized form, DTC, its successor or any substitute  
4 depository appointed by the county, as applicable, shall be  
5 deemed to be the Registered Owner for all purposes hereunder and  
6 all references to Registered Owners, bondowners, bondholders,  
7 owners or the like shall mean DTC or its nominees and shall not  
8 mean the owners of any beneficial interests in the Bonds.  
9 Registered ownership of such Bonds, or any portions thereof, may  
10 not thereafter be transferred except:

11 1. To any successor of DTC or its nominee, if that  
12 successor shall be qualified under any applicable laws to  
13 provide the services proposed to be provided by it;

14 2. To any substitute depository appointed by the  
15 county pursuant to this subsection or such substitute  
16 depository's successor; or

17 3. To any person as herein provided if the Bonds are  
18 no longer held in immobilized form.

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

28 In the case of any transfer pursuant to clause (i) or (ii)  
29 of the second paragraph of this subsection, the Bond Registrar,  
30 upon receipt of all outstanding Bonds together with a written  
31 request on behalf of the county, shall issue a single new Bond  
32

1 for each maturity of Bonds then outstanding, registered in the  
2 name of such successor or such substitute depository, or their  
3 nominees, as the case may be, all as specified in such written  
4 request of the county.

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

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

28 In the event that Bonds are no longer immobilized by DTC,  
29 interest on the Bonds shall be paid by checks or drafts mailed,  
30 or by wire transfer, to owners of Bonds at the addresses for  
31 such owners appearing on the Bond Register on the 15th day of  
32

1 the calendar month preceding the interest payment date. Wire  
2 transfer will be made only if so requested in writing and if the  
3 owner owns at least one million dollars (\$1,000,000) par value  
4 of the Bonds. Principal of the Bonds shall be payable at matur-  
5 ity or on such dates as may be fixed for prior redemption upon  
6 representation and surrender of the Bonds by the owners at  
7 either principal office of the Registrar in Seattle, Washington,  
8 or New York, New York, at the option of such owners.

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

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

28       SECTION 6. Notice and Effect of Redemption. Unless waived  
29 by the registered owner of Bonds to be redeemed or the nominee  
30 of such owner, official notice of any such redemption shall be  
31 given by the Bond Registrar on behalf of the county by mailing a  
32

1 the calendar month preceding the interest payment date. Wire  
2 transfer will be made only if so requested in writing and if the  
3 owner owns at least one million dollars (\$1,000,000) par value  
4 of the Bonds. Principal of the Bonds shall be payable at matur-  
5 ity or on such dates as may be fixed for prior redemption upon  
6 representation and surrender of the Bonds by the owners at  
7 either principal office of the Registrar in Seattle, Washington,  
8 or New York, New York, at the option of such owners.

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

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

28       SECTION 6. Notice and Effect of Redemption. Unless waived  
29 by the registered owner of Bonds to be redeemed or the nominee  
30 of such owner, official notice of any such redemption shall be  
31 given by the Bond Registrar on behalf of the county by mailing a  
32

1 copy of an official redemption notice by certified or registered  
2 mail, postage prepaid, not less than 30 nor more than 60 days  
3 prior to the date fixed for redemption, to the registered owner  
4 of the Bond or Bonds to be redeemed at the address shown on the  
5 Bond Register or at such other address as is furnished in wri-  
6 ting by such registered owner to the Bond Registrar.

7 All official notices of redemption shall be dated and shall  
8 state:

- 9 A. the redemption date;  
10 B. the redemption price;  
11 C. if less than all outstanding Bonds are to be redeemed,  
12 the identification (and, in the case of partial redemption, the  
13 respective principal amounts) of the Bonds to be redeemed;  
14 D. that on the redemption date the redemption price will  
15 become due and payable upon each such Bond or portion thereof  
16 called for redemption, and that interest thereon shall cease to  
17 accrue from and after said date; and  
18 E. the place where such Bonds are to be surrendered for  
19 payment of the redemption price, which place of payment shall be  
20 either of the principal offices of the Bond Registrar.

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

28 Prior to any redemption date, the county shall deposit with  
29 the Bond Registrar an amount of money sufficient to pay the  
30 redemption price of all the Bonds or portions of Bonds which are  
31 to be redeemed on that date.  
32

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

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

25 1. Each further notice of redemption given hereunder  
26 shall contain the information required above for an official  
27 notice of redemption plus: the CUSIP numbers of all Bonds being  
28 redeemed; the date of issue of the Bonds as originally issued;  
29 the rate of interest borne by each Bond being redeemed; the  
30 maturity date of each Bond being redeemed; and any other  
31  
32

1 descriptive information needed to identify accurately the Bonds  
 2 being redeemed.

3 2. Each further notice of redemption shall be sent at  
 4 least 35 days before the redemption date by registered or cer-  
 5 tified mail or overnight delivery service to all registered  
 6 securities depositories then in the business of holding substan-  
 7 tial amounts of obligations of types comprising the Bonds (such  
 8 depositories now being Depository Trust Company of New York, New  
 9 York, Midwest Securities Trust Company of Chicago, Illinois,  
 10 Pacific Securities Depository Trust Company of San Francisco,  
 11 California, and Philadelphia Depository Trust Company of  
 12 Philadelphia, Pennsylvania).

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

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

18 NO. \_\_\_\_\_ \$ \_\_\_\_\_

19 UNITED STATES OF AMERICA

20 STATE OF WASHINGTON

21 KING COUNTY

22 LIMITED TAX GENERAL OBLIGATION BOND, 1991,  
 23 SERIES A (VARIOUS PURPOSE)

24 INTEREST RATE: MATURITY DATE: CUSIP NO.:

25 SEE REVERSE SIDE FOR  
 26 CERTAIN ADDITIONAL PROVISIONS

27 Registered Owner:

28 Principal Amount:

29 KING COUNTY, WASHINGTON (the "County"), hereby acknowledges  
 30 itself to owe and for value received promises to pay to the  
 31 Registered Owner identified above, or registered assigns, on the  
 32 Maturity Date specified above, the Principal Amount specified  
 above and to pay interest thereon (computed on the basis of a  
 360-day year of 12 30-day months) from March 1, 1991, or the



1 most recent date to which interest has been paid or duly pro-  
2 vided for until payment of this bond at the Interest Rate set  
3 forth above, payable on December 1, 1991, and semiannually  
4 thereafter on the first days of each succeeding June and  
5 December.

6 Both principal of and interest on this bond are payable in  
7 lawful money of the United States of America. While bonds are  
8 held on immobilized "book entry" system of registration, the  
9 principal of this bond is payable to the order of the Registered  
10 Owner in next day funds received by the Registered Owner on the  
11 maturity date of this bond, and the interest on this bond is  
12 payable to the order of the Registered Owner in next day funds  
13 received by the Registered Owner on each interest payment date.  
14 When Bonds are no longer held on an immobilized "book entry"  
15 registration system, the principal shall be paid to the  
16 Registered Owner or nominee of such owner upon presentation and  
17 surrender of this bond at either of the principal offices of the  
18 fiscal agency of the State of Washington in either Seattle,  
19 Washington or New York, New York (collectively the "Bond Regis-  
20 trar"), and the interest shall be paid by mailing a check or  
21 draft (on the date such interest is due) to the Registered Owner  
22 or nominee of such owner at the address shown on the  
23 registration books maintained by the Bond Registrar (the "Bond  
24 Register") as of the 15th day of the month prior to the interest  
25 payment date.

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

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

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

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

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  
the County to be impressed or imprinted hereon, as of this first  
day of March, 1991.

KING COUNTY, WASHINGTON

By \_\_\_\_\_  
County Executive

ATTEST:

\_\_\_\_\_  
Clerk of the County Council

## ADDITIONAL PROVISIONS

This bond is one of an authorized series of bonds of like date and tenor, except as to number, amount, rate of interest and date of maturity, in the aggregate principal amount of \$33,610,000, and is issued to pay a portion of the costs to acquire, construct, equip and make capital improvements to certain County facilities and projects.

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

The County has reserved the right to redeem outstanding 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 after December 1, 2000, maturities to be redeemed to be selected by the county (and by lot within a maturity, in increments of \$5,000, with the manner of selection to be as chosen by the Bond Registrar) at par plus accrued interest to the date of redemption.

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

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

If such notice has been given and if the County has set aside, on the date fixed for redemption, sufficient money for the payment of all bonds called for redemption, the bonds so called shall cease to accrue interest after such redemption date, and all such bonds shall no longer be deemed to be

1 outstanding for any purpose, except that the Registered Owners  
 2 thereof shall be entitled to receive payment of the redemption  
 3 price and accrued interest to the redemption date from the money  
 set aside for such purpose.

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

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

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

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

25 UNIF GIFT MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
 26 (Cust) (Minor)  
 27 under Uniform Gifts to Minors Act  
 28 \_\_\_\_\_  
 29 (State)

30 Additional abbreviations may also be used though not listed  
 31 above.

32 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 men-  
 tioned Bond Ordinance and is one of the Limited Tax General  
 Obligation Bonds, 1991, Series A (Various Purpose) of King  
 County, dated March 1, 1991.

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 substitu-  
tion 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 par-  
ticular, without alteration or enlarge-  
ment 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 ex-  
ecuted 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,  
such Bonds may nevertheless be authenticated, delivered and  
issued and upon such authentication, delivery and issuance,  
shall be as binding upon the county as though those who signed  
the same had continued to be such officers of the county. Any  
Bond also may be signed and attested on behalf of the county by  
such persons as at the actual date of execution of such Bond  
shall be the proper officers of the county although at the

1 original date of such Bond any such person shall not have been  
2 such officer of the county.

3       Only such Bonds as shall bear thereon a Certificate of  
4 Authentication in the form hereinbefore recited, manually  
5 executed by the Bond Registrar, shall be valid or obligatory for  
6 any purpose or entitled to the benefits of this ordinance. Such  
7 Certificate of Authentication shall be conclusive evidence that  
8 the Bonds so authenticated have been duly executed, authenti-  
9 cated and delivered hereunder and are entitled to the benefits  
10 of this ordinance.

11       SECTION 9. Bond Registrar. The Bond Registrar shall keep,  
12 or cause to be kept, at its principal corporate trust office,  
13 sufficient books for the registration and transfer of the Bonds  
14 which shall at all times be open to inspection by the county.  
15 Such Bond Register shall contain the name and mailing address of  
16 the owner of each Bond or nominee of such owner and the prin-  
17 cipal amount and number of Bonds held by each owner or nominee.

18       The Bond Registrar is authorized, on behalf of the county,  
19 to authenticate and deliver the Bonds transferred or exchanged  
20 in accordance with the provisions of such Bonds and this  
21 ordinance and to carry out all of the Bond Registrar's powers  
22 and duties under this ordinance.

23       The Bond Registrar shall be responsible for its representa-  
24 tions contained in the Certificate of Authentication on the  
25 Bonds. The Bond Registrar may become the owner of Bonds with  
26 the same rights it would have if it were not the Bond Registrar,  
27 and to the extent permitted by law may act as depository for and  
28 permit any of its officers or directors to act as a member of,  
29 or in any other capacity with respect to, any committee formed  
30 to protect the rights of Bond owners.  
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1           Upon surrender thereof to the Bond Registrar, the Bonds are  
2 interchangeably for Bonds in any authorized denomination of an  
3 equal aggregate principal amount and of the same interest rate  
4 and maturity. Bonds may be transferred only if endorsed in the  
5 manner provided thereon and surrendered to the Bond Registrar.  
6 Upon such surrender, the Bond Registrar shall cancel the sur-  
7 rendered Bond and shall authenticate and deliver, without charge  
8 to the owner or transferee therefor, (other than taxes, if any,  
9 payable on account of such transfer) a new Bond (or Bonds, at  
10 the option of the new registered owner) of the same maturity and  
11 interest rate and for the same aggregate principal amount, in  
12 any authorized denomination, naming as registered owner the  
13 person or persons listed as the assignee on the assignment form  
14 appearing on the surrendered Bond, in exchange for such sur-  
15 rendered and cancelled Bond. The Bond Registrar shall not be  
16 obligated to transfer or exchange any Bond during the fifteen  
17 days preceding any interest payment, principal payment or  
18 redemption date.

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

24           SECTION 10. Mutilated, Lost, or Destroyed Bonds. If any  
25 Bond shall become mutilated, the Bond Registrar shall authenti-  
26 cate and deliver a new Bond of like series, amount, date, inter-  
27 est rate and tenor in exchange and substitution for the Bond so  
28 mutilated, upon the owner's paying the expenses and charges of  
29 the county and the Bond Registrar in connection therewith and  
30 upon surrender to the Bond Registrar of the Bond so mutilated.  
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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 Chief Financial Officer or County Finance  
13 Manager 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.  
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1           SECTION 14. Bonds to Constitute Legal, Valid and Binding  
2 Obligations of County. The Bonds, when issued, sold, authenti-  
3 cated and delivered, will constitute the legal, valid and bind-  
4 ing general obligations of the county.

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

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

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

27           SECTION 18. Application of Bond Proceeds.

28           A. There has heretofore been created in the office of  
29 financial management of the county "Solid Waste Construction  
30 Fund, 1989" into which shall be deposited approximately  
31 \$16,827,572 of Bond proceeds at the time of delivery of the  
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1 Bonds and which shall be used to pay a portion of the costs of  
2 acquiring, constructing and equipping the improvements to the  
3 solid waste division, as described in Exhibit A hereto, and a  
4 portion of the costs of issuing the Bonds.

5 B. There is hereby authorized and directed to be created  
6 in the office of financial management of the county the "1991  
7 Series A Building Acquisition Fund," into which shall be  
8 deposited approximately \$12,288,389 of Bond proceeds at the time  
9 of delivery of the Bonds and which shall be used to pay a  
10 portion of the costs of acquiring the Yesler, Washington Center  
11 and Norton Buildings, as described in Exhibit A hereto, and a  
12 portion of the costs of issuing the Bonds.

13 C. There is hereby authorized and directed to be created  
14 in the office of financial management of the county the "1991  
15 Series A Kingdome Fund," into which shall be deposited  
16 approximately \$1,544,826 of Bond proceeds at the time of  
17 delivery of the Bonds and which shall be used to pay a portion  
18 of the costs of constructing and acquiring improvements to the  
19 Kingdome, as described in Exhibit A hereto, and a portion of the  
20 costs of issuing the Bonds.

21 D. There is hereby authorized and directed to be created  
22 in the office of financial management of the county the "1991  
23 Series A Equipment Fund" into which shall be deposited  
24 approximately \$2,949,213 of Bond proceeds at the time of  
25 delivery of the Bonds and which shall be used to pay a portion  
26 of the costs to acquire various equipment as described in  
27 Exhibit A, and a portion of the costs of issuing the Bonds.

28 E. There is hereby authorized and directed to be created  
29 in the office of financial management of the county the "1991  
30 Series A Account of the 320 Fund" into which shall be  
31 transferred from the funds heretofore established by this  
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1 Section 18, 1% of the proceeds of the Bonds, less such amounts  
2 needed for acquisition of real property or equipment, for  
3 demolition or to pay costs of issuance, all as determined by the  
4 Chief Financial Officer. Amounts in such account shall be used  
5 for the purposes authorized by law for deposits in the 320 Fund.

6 The exact amounts to be deposited in accordance with A  
7 through E above shall be determined by the Chief Financial Of-  
8 ficer of the County upon the sale of the Bonds. The amounts so  
9 deposited may be used to repay interim borrowing used to pay the  
10 costs of the projects.

11 Moneys deposited in the funds and accounts established in A  
12 through E above shall be invested as permitted by law for the  
13 sole benefit of the respective funds. Irrespective of the  
14 general provisions of Ordinance No. 7112 and K.C. 4.10, the  
15 county current expense funds shall not receive any earnings  
16 attributable to such funds. Moneys other than Bond proceeds may  
17 be deposited in the funds and accounts established under A  
18 through E above; provided, that Bond proceeds and earnings  
19 thereon shall be accounted for separately for purposes of the  
20 calculations required to be made under Section 22 hereof. For  
21 purposes of such calculations, Bond proceeds shall be deemed to  
22 have been expended first.

23 SECTION 19. Bond Redemption Fund. There has heretofore  
24 been created in the office of financial management of the county  
25 a special fund to be drawn upon for the purpose of paying the  
26 principal of and interest on the limited tax general obligation  
27 bonds of the county. There is hereby created within said fund a  
28 special account of the county to be known as the "1991 Series A  
29 Limited Tax General Obligation Bond Redemption Account" (the  
30 "Bond Fund"). The accrued interest on the Bonds shall be  
31 deposited in the Bond Fund at the time of delivery of the Bonds  
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1 and shall be applied to the payment of interest on the Bonds.  
2 Any premium received upon the sale of the Bonds shall be  
3 deposited into the Bond Fund and applied to the payment of  
4 principal of or interest on the Bonds. The taxes hereafter  
5 levied for the purpose of paying principal of and interest on  
6 the Bonds and other funds to be used to pay the Bonds shall be  
7 deposited in the Bond Fund no later than the date such funds are  
8 required for the payment of principal of and interest on the  
9 Bonds; provided, that if the payment of principal of and  
10 interest on the Bonds is required prior to the receipt of such  
11 levied taxes, the County may make an interfund loan to the Bond  
12 Fund pending actual receipt of such taxes. The Bond Fund shall  
13 be drawn upon for the purpose of paying the principal of and  
14 interest on the Bonds. Moneys in the Bond Fund not needed to  
15 pay the interest or principal next coming due may temporarily be  
16 deposited in such institutions or invested in such obligations  
17 as may be lawful for the investment of county moneys. The Bond  
18 Fund shall be a second tier fund in accordance with Ordinance  
19 No. 7112 and K.C. 4.10.

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

30       The county hereby irrevocably pledges that the annual tax  
31 provided for herein to be levied for the payment of such  
32

1 principal and interest shall be within and as a part of the tax  
2 levy permitted to counties without a vote of the people, and  
3 that a sufficient portion of each annual levy to be levied and  
4 collected by the county prior to the full payment of the  
5 principal of and interest on the Bonds will be and is hereby  
6 irrevocably set aside, pledged and appropriated for the payment  
7 of the principal of and interest on the Bonds.

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

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

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

27 The county further covenants that it will not take any ac-  
28 tion or permit any action to be taken that would cause the Bonds  
29 to constitute "private activity bonds" under Section 141 of the  
30 Code.  
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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 at least 90 percent of the Rebatable Arbitrage with  
5 respect to the Bonds as of each Installment Computation Date,  
6 100 percent of the Rebatable Arbitrage with respect to the Bonds  
7 as of the Final Computation Date and any income attributable to  
8 such Rebatable Arbitrage, unless the county otherwise meets the  
9 arbitrage rebate requirements of the United States of America.

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

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

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

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

19           C.   Payment Procedure.

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

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

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

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

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

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

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

3 SECTION 26. Delivery of Bonds. Following the sale of the  
4 Bonds, the county shall cause definitive Bonds to be prepared,  
5 executed and delivered, which Bonds shall be typewritten, litho-  
6 graphed or printed with engraved or lithographed borders.

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

18 SECTION 27. Preliminary Official Statement Declaration.  
19 The county has been provided with copies of a preliminary offi-  
20 cial statement dated February 12, 1991 (the "Preliminary  
21 Official Statement"), prepared in connection with the sale of  
22 the Bonds. For the sole purpose of the Bond purchaser's  
23 compliance with Securities and Exchange Commission Rule 15c2-  
24 12(b)(1), the county "deems final" that Preliminary Official  
25 Statement as of its date, except for the omission of information  
26 on offering prices, interest rates, selling compensation,  
27 delivery dates, any other terms or provisions required by the  
28 county to be specified in a competitive bid, ratings, other  
29 terms of the Bonds dependent on such matters and the identity of  
30 the Bond purchaser.  
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1           SECTION 28. Approval of Official Statement. The county  
2 executive or the Chief Financial Officer is hereby authorized  
3 and directed to review and approve on behalf of the county an  
4 official statement with respect to the Bonds to be prepared  
5 prior to the sale thereof.

6           SECTION 29. General Authorization. The appropriate county  
7 officials, agents and representatives are hereby authorized and  
8 directed to do everything necessary for the prompt sale,  
9 issuance, execution and delivery of the Bonds, and for the  
10 proper use and application of the proceeds of the sale thereof.

11           SECTION 30. Advance Refunding or Defeasance. The county  
12 may issue advance refunding bonds pursuant to the laws of the  
13 State of Washington or use money available from any other lawful  
14 source to pay when due the principal of and interest on the  
15 Bonds, or any portion thereof included in a refunding or defea-  
16 sance plan, and to redeem and retire, refund or defease all such  
17 then-outstanding Bonds and to pay the costs of the refunding or  
18 defeasance.

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

4 SECTION 31. Open Market Purchase. The county reserves the  
5 right to purchase any or all of the Bonds on the open market at  
6 any time at any price.

7 SECTION 32. Contract; Severability. The covenants  
8 contained in this ordinance shall constitute a contract between  
9 the county and the Owners of each and every Bond. If any one  
10 or more of the covenants or agreements provided in this  
11 ordinance to be performed on the part of the county shall be  
12 declared by any court of competent jurisdiction to be contrary  
13 to law, then such covenant or covenants, agreement or  
14 agreements, shall be null and void and shall be deemed  
15 separable from the remaining covenants and agreements of this  
16 ordinance and shall in no way affect the validity of the other  
17 provisions of this ordinance or of the Bonds.

18 SECTION 33. By March 15, the Executive shall submit for  
19 Council approval a formal policy regarding lease financing of  
20 capital acquisitions.

21 INTRODUCED AND READ for the first time this 17<sup>th</sup> day  
22 of December, 1990.

23 PASSED this 11<sup>th</sup> day of February, 1991.

24 KING COUNTY COUNCIL  
25 KING COUNTY, WASHINGTON

26 Lois North  
27 Chair

28 ATTEST:

29 Yvonne A. Peterson  
30 Clerk of the Council

31 APPROVED 21<sup>st</sup> day of February 1991.

32 Jim Hill  
33 King County Executive

## EXHIBIT A

CAPITAL IMPROVEMENTS

1  
2  
3  
4 1. Provide full or partial financing for land acquisition  
5 and capital improvements to the facilities of the solid waste  
6 division.

7 a. Hobart Transfer Station. Project will include  
8 siting study, acquisition of real property and construction of a  
9 transfer facility to serve the Hobart service area. Estimated  
10 cost: \$7,987,000.

11 b. Factoria Transfer Station. Project will include  
12 siting study, acquisition of real property and construction of a  
13 transfer facility to serve the Factoria service area. Estimated  
14 cost: \$20,000,000.

15 c. Cedar Falls Drop Box. Project will provide a  
16 drop box facility at the closed Cedar Falls landfill. Estimated  
17 cost: \$216,178.

18 d. Enumclaw Transfer/Recycling Station. Project  
19 will include acquisition of real property, off-site and roadway  
20 improvements and construction of a transfer/recycling station  
21 with facilities for collection of recyclables. Estimated cost:  
22 \$8,883,000.

23 e. Cedar Hills Active Gas Collection. Project will  
24 include replacement of existing cover caps and the installation  
25 of leachate and gas extraction and collection facilities.  
26 Estimated cost: \$4,474,464.

27 f. Houghton Queing Improvements. Project will  
28 include traffic study and possible installation of arterials,  
29 relocation of facilities, and construction of a scalehouse  
30 facility, recycling collection area and queing lanes. Estimated  
31 cost: \$582,000.

32 g. Algona Transfer Station Slope Remediation.  
Project will include investigation and remediation of unstable  
slopes behind transfer station. Estimated cost: \$385,000.

h. Renton Transfer Station Sewer. Project will  
include construction of a sanitary sewer connection at the  
transfer station. Estimated cost: \$40,000.

i. Bow Lake Transfer Station Water Main Replacement.  
Project will include replacement of existing pipeline system for  
the supply of potable water. Estimated cost: \$79,870.

2. Acquisition of the Yesler, Washington Center and  
Norton Buildings.

This project will consist of the acquisition of the  
following buildings:

a. Yesler Building, 400 Yesler Avenue, Seattle,  
Washington.

1           b.    Washington Center Building, 142 Minor, Seattle,  
2            Washington.

3           c.    Norton Building, 206 Third Avenue South, Seattle,  
4            Washington.

5    The buildings will be used to house County offices, though in  
6    the near term existing leases will be maintained.    Estimated  
7    cost: \$12,250,000.

8           3.    Kingdome Improvements.

9    This project will consist of various facilities within the  
10   Kingdome including improvements to the public address system,  
11   additional seating and playing surface.    Estimated cost:  
12   \$2,100,000.

13           4.    Equipment Acquisitions.

14   This project will consist of the acquisition of various  
15   pieces of equipment being leased by the County or currently  
16   under consideration for lease/purchase options.    Acquisitions  
17   include computer equipment purchased by the Systems Services  
18   Division for all County agencies, major pieces of parks  
19   equipment, and a computer information system supporting the  
20   Records and Elections Division.    Estimated cost: \$2,925,000.  
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## EXHIBIT B

\_\_\_\_\_, 1991

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

Attention: General Counsel's Office

Re: King County, Washington  
Limited Tax General Obligation Bonds, 1991, Series A  
(Various Purpose) - \$33,610,000  
Unlimited Tax General Obligation Bonds, 1991, Series B  
(Woodland Park Zoo) - \$8,535,000

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 Ordinance No. \_\_\_\_\_ of the County (collectively, the "Bond Ordinances"). \_\_\_\_\_ is distributing the Bonds through The Depository Trust Company ("DTC").

To induce DTC to accept the Bonds as eligible for deposit at DTC and to act in accordance with its Rules with respect to the Bonds, the County and the Registrar make the following representations to DTC:

1. Subsequent to closing on the Bonds on \_\_\_\_\_, 1991, there shall be deposited with DTC one Bond certificate in registered form registered in the name of DTC's nominee, CEDE & Co., for each stated maturity of the Bonds in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal of the Bonds.

2. In the event of any solicitation of consents from and voting by holders of the Bonds, the County or Registrar shall establish a record date for such purposes and give DTC notice of such record date not less than 15 calendar days in advance of such record due to the extent possible.

3. In the event of a redemption or any other similar transaction resulting in retirement of all Bonds outstanding or a reduction in aggregate principal of Bonds outstanding ("full or partial redemption") or an advance refunding of all or part of the Bonds outstanding, 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 or, in the case of an advance refunding, the date the proceeds are deposited in escrow.

4. In the event of a partial redemption or an advance refunding of part of the Bonds outstanding, the Registrar or the County shall send DTC a notice specifying: (1) the amount of redemption or refunding; (2) in the case of a refunding, the maturity date(s) established under the refunding; and (3) the

1 date such notice is to be mailed to Bondholders or published  
2 (the "Publication Date"). Such notice shall be sent to DTC by a  
3 secure means (e.g., legible facsimile transmission, registered  
4 or certified mail, overnight express delivery) in a timely  
5 manner designated to assure that such notice is in DTC's  
6 possession no later than the close of business on the business  
7 day before the Publication Date. The Registrar or the County  
8 will forward such notice either in a separate secure  
9 transmission for each CUSIP number or in a secure transmission  
10 for multiple CUSIP numbers which include a manifest or list of  
11 each CUSIP submitted in that transmission. (The Registrar or  
12 the County sending such notice shall have a method to verify  
13 subsequently the use of such means and timeliness of the  
14 notice.) The Publication Date shall be not less than 30 days  
15 nor more than 60 days prior to the redemption date, or, in the  
16 case of advance refunding, the date the proceeds are deposited  
17 in escrow.

18 5. In the event of an invitation to tender the Bonds,  
19 notice to Bondholders by the County or Registrar, specifying the  
20 terms of the tender and the date such notice is to be mailed to  
21 Bondholders or published ("the Publication Date") shall be sent  
22 to DTC by a secure means (e.g., legible facsimile transmission,  
23 registered or certified mail, overnight express delivery) in a  
24 timely manner designed to assure that such notice is in DTC's  
25 possession no later than the close of business on the business  
26 day before the Publication Date. (The County or Registrar  
27 sending such notice shall have a method to verify subsequently  
28 the use of such means and timeliness of the notice.)

29 6. All notices and payment advices sent to DTC shall  
30 contain the CUSIP number of the Bonds.

31 7. Notices to DTC by facsimile transmission shall be sent  
32 to DTC's Call Notification Department at (516) 227-4039 or (516)  
227-4190. The Registrar shall confirm DTC's receipt of such  
facsimile transmission by telephoning the Call Notification  
Department at (516) 227-4070. Notices to DTC by mail or by  
other means shall be sent to:

The Depository Trust Company  
Call Notification Department  
Muni Reorganization Manager  
711 Stewart Avenue  
Garden City, New York 11530

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

9. Payments of principal of the Bonds shall be received  
by CEDE & Co., as nominee of DTC, or its registered assigns, in  
next-day funds on each payment date. Principal payments shall  
be made payable to the order of "CEDE & Co.," and shall be  
addressed as follows:

1 The Depository Trust Company  
2 Muni Redemption Department  
3 55 Water Street - 50th Floor  
4 New York, New York 10041  
5 Attention: Collection Supervisor

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

10 11. In the event of a redemption, acceleration or any  
11 other similar transaction (e.g., tenders made and accepted in  
12 response to the County's or Registrar's invitation)  
13 necessitating a reduction in aggregate principal amount of Bonds  
14 outstanding or an advance refunding of part of the Bonds  
15 outstanding, DTC, in its discretion, (a) may request the County  
16 or the Registrar to issue and authenticate a new Bond  
17 certificate, or (b) shall make an appropriate notation on the  
18 Bond certificate indicating the date and amounts of such  
19 reduction in principal, except in the case of final maturity, in  
20 which case the certificate must be presented to the Registrar  
21 prior to payment.

22 12. In the event the County determines pursuant to the  
23 Bond Ordinances that beneficial owners of the Bonds should be  
24 able to obtain certificated Bonds, the County or the Registrar  
25 shall notify DTC of the availability of Bond certificates and  
26 shall issue, transfer and exchange Bond certificates in  
27 appropriate amounts as required by DTC and others.

28 13. DTC may determine to discontinue providing its service  
29 as securities depository with respect to the Bonds at any time  
30 by giving reasonable notice to the County and the Registrar (at  
31 which time DTC will confirm with the County and the Registrar  
32 the aggregate principal amount of Bonds outstanding) and  
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. Nothing herein shall be deemed to require the  
Registrar to advance funds on behalf of the County.

Very truly yours,

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

By SEATTLE-FIRST NATIONAL BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

9810

KING COUNTY, WASHINGTON

By: Finance Manager

ACCEPTED:

THE DEPOSITORY TRUST COMPANY

By: Authorized Officer

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## SCHEDULE A

|    | <u>Principal Amount</u> | <u>Maturity Date</u> | <u>Interest Rate</u> |
|----|-------------------------|----------------------|----------------------|
| 4  | Series A                |                      |                      |
|    | \$1,460,000             | December 1, 1992     |                      |
| 5  | 1,540,000               | December 1, 1993     |                      |
|    | 1,630,000               | December 1, 1994     |                      |
| 6  | 1,490,000               | December 1, 1995     |                      |
|    | 1,580,000               | December 1, 1996     |                      |
| 7  | 1,285,000               | December 1, 1997     |                      |
|    | 1,360,000               | December 1, 1998     |                      |
| 8  | 1,325,000               | December 1, 1999     |                      |
|    | 1,410,000               | December 1, 2000     |                      |
| 9  | 1,500,000               | December 1, 2001     |                      |
|    | 1,600,000               | December 1, 2002     |                      |
| 10 | 1,705,000               | December 1, 2003     |                      |
|    | 1,820,000               | December 1, 2004     |                      |
| 11 | 1,945,000               | December 1, 2005     |                      |
|    | 2,080,000               | December 1, 2006     |                      |
| 12 | 2,225,000               | December 1, 2007     |                      |
|    | 2,385,000               | December 1, 2008     |                      |
| 13 | 2,545,000               | December 1, 2009     |                      |
|    | 2,745,000               | December 1, 2010     |                      |
| 14 | Series B                |                      |                      |
| 15 | \$245,000               | December 1, 1992     |                      |
|    | 260,000                 | December 1, 1993     |                      |
| 16 | 275,000                 | December 1, 1994     |                      |
|    | 290,000                 | December 1, 1995     |                      |
| 17 | 310,000                 | December 1, 1996     |                      |
|    | 325,000                 | December 1, 1997     |                      |
| 18 | 345,000                 | December 1, 1998     |                      |
|    | 370,000                 | December 1, 1999     |                      |
| 19 | 395,000                 | December 1, 2000     |                      |
|    | 420,000                 | December 1, 2001     |                      |
| 20 | 445,000                 | December 1, 2002     |                      |
|    | 475,000                 | December 1, 2003     |                      |
| 21 | 505,000                 | December 1, 2004     |                      |
|    | 545,000                 | December 1, 2005     |                      |
| 22 | 580,000                 | December 1, 2006     |                      |
|    | 620,000                 | December 1, 2007     |                      |
| 23 | 665,000                 | December 1, 2008     |                      |
|    | 710,000                 | December 1, 2009     |                      |
| 24 | 760,000                 | December 1, 2010     |                      |



## EXHIBIT C

## OFFICIAL NOTICE OF BOND SALE

KING COUNTY, WASHINGTON

Offering No. 1

\$33,610,000 LIMITED TAX GENERAL OBLIGATION BONDS, 1991  
SERIES A (VARIOUS PURPOSE)

Offering No. 2

\$8,535,000 UNLIMITED TAX GENERAL OBLIGATION BONDS, 1991  
SERIES B (Woodland Park Zoo)

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., with respect to Offering No. 1 and 10:15 a.m. with respect to Offering No. 2, Pacific Standard Time, on such day as may be established by the County Finance Manager and communicated through Munifacts News Service not less than 24 hours prior to the time bids are to be received, for the purchase of the following Offering No. 1 Bonds and for the purchase of the following Offering No. 2 Bonds (the Offering No. 1 Bonds and the Offering No. 2 Bonds are referred to collectively as the "Bonds"):

**Offering No. 1**

\$33,610,000 Limited Tax General Obligation Bonds,  
1991, Series A (Various Purpose)

**Offering No. 2**

\$8,535,000 King County, Washington, Unlimited Tax  
General Obligation Bonds, 1991, Series B (Woodland  
Park Zoo)

All bids received with respect to Offering No. 1 will be publicly opened, read and considered by the County Council beginning at 10:00 a.m. All bids received with respect to Offering No. 2 will be publicly opened, read and considered by the County Council beginning at 10:15 a.m. Awards shall be made thereafter at the same meeting in the Council Chambers in the King County Courthouse on the same date that bids are opened.

**Separate Offerings.** OFFERING NO. 1 AND OFFERING NO. 2 WILL BE SOLD BY THE COUNTY AS SEPARATE OFFERINGS and, EACH OFFERING will 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 March 1, 1991; 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

1 or rates as the County Council shall fix at the time of sale.  
 2 Interest on the Series A Bonds will be payable on December 1,  
 3 1991 and semiannually thereafter on each June 1 and December 1.  
 4 Interest on the Series B Bonds will be payable on June 1, 1992  
 and semiannually thereafter on each December 1 and June 1.

5 **Offering No. 1 Bonds (Series A)** will mature on December 1  
 in years and amounts as follows:

| <u>Maturity<br/>Years</u> | <u>Principal<br/>Amounts</u> | <u>Maturity<br/>Years</u> | <u>Principal<br/>Amounts</u> |
|---------------------------|------------------------------|---------------------------|------------------------------|
| 1992                      | \$1,460,000                  | 2002                      | \$1,600,000                  |
| 1993                      | 1,540,000                    | 2003                      | 1,705,000                    |
| 1994                      | 1,630,000                    | 2004                      | 1,820,000                    |
| 1995                      | 1,490,000                    | 2005                      | 1,945,000                    |
| 1996                      | 1,580,000                    | 2006                      | 2,080,000                    |
| 1997                      | 1,285,000                    | 2007                      | 2,225,000                    |
| 1998                      | 1,360,000                    | 2008                      | 2,385,000                    |
| 1999                      | 1,325,000                    | 2009                      | 2,545,000                    |
| 2000                      | 1,410,000                    | 2010                      | 2,725,000                    |
| 2001                      | 1,500,000                    |                           |                              |

13 **Offering No. 2 Bonds (Series B)** will mature on December 1  
 14 in years and amounts as follows:

| <u>Maturity<br/>Years</u> | <u>Principal<br/>Amounts</u> | <u>Maturity<br/>Years</u> | <u>Principal<br/>Amounts</u> |
|---------------------------|------------------------------|---------------------------|------------------------------|
| 1992                      | \$245,000                    |                           |                              |
| 1993                      | 260,000                      | 2002                      | 445,000                      |
| 1994                      | 275,000                      | 2003                      | 475,000                      |
| 1995                      | 290,000                      | 2004                      | 505,000                      |
| 1996                      | 310,000                      | 2005                      | 540,000                      |
| 1997                      | 325,000                      | 2006                      | 580,000                      |
| 1998                      | 345,000                      | 2007                      | 620,000                      |
| 1999                      | 370,000                      | 2008                      | 665,000                      |
| 2000                      | 395,000                      | 2009                      | 710,000                      |
| 2001                      | 420,000                      | 2010                      | 760,000                      |

#### IMMOBILIZATION OF THE BONDS

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

#### OPTIONS OF REDEMPTION

29 Bonds maturing through December 1, 2000, inclusive, are not  
 30 subject to redemption prior to their stated maturity dates. The  
 31 County has reserved the right and option to redeem Bonds  
 maturing on or after December 1, 2001, beginning on December 1,  
 32 2000, as a whole at any time or in part on any interest payment

1 date, with the maturities to be redeemed to be selected by the  
2 County (and by lot within a maturity in such manner as the Bond  
3 Registrar shall determine) at par plus accrued interest to date  
4 fixed for redemption.

5 Any Bond in the principal amount of greater than \$5,000 may  
6 be redeemed partially in any integral multiple of \$5,000. In  
7 such event, upon surrender of that Bond at either of the prin-  
8 cipal offices of the Bond Registrar, a new Bond or Bonds, at the  
9 option of the registered owner, of the same interest rate and  
10 maturity in the aggregate principal amount remaining unredeemed,  
11 shall be issued to the registered owner in the denomination of  
12 \$5,000 or any integral multiple thereof, and shall be  
13 authenticated and delivered to such registered owner without  
14 charge.

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

#### 18 SECURITY

19 **Offering No. 1 Bonds (Series A).** The County irrevocably  
20 has pledged to include in its budgets and to levy taxes annually  
21 that counties are permitted to levy without a vote of the  
22 people, on all of the taxable property within the County subject  
23 to taxation, in an amount sufficient, together with other money  
24 legally available and to be used therefor, to pay when due the  
25 principal of and interest on the Offering No. 1 Bonds, and the  
26 full faith, credit and resources of the County have been pledged  
27 irrevocably for the annual levy and collection of those taxes  
28 and the prompt payment of that principal and interest.

29 **Offering No. 2 Bonds (Series B).** The County irrevocably  
30 has pledged to include in its budgets and to levy taxes annually  
31 without limitation as to rate or amount on all of the taxable  
32 property within the County subject to taxation in an amount  
sufficient, together with other money 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.

#### 33 BIDDING INFORMATION

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

38 Bidders are invited to submit bids for the purchase of each  
39 offering of the Bonds fixing the interest rate or rates that  
40 these Bonds will bear. The bids shall specify either (a) the  
41 lowest rate or rates of interest, together with premium, at  
42 which the bidder will purchase the respective Bond offering, or  
43 (b) the lowest rate or rates of interest at which the bidder  
44 will purchase the respective Bond offering at par. No bid will  
45 be considered for the respective Bond offering for less than par  
46 plus accrued interest or for less than the entire Offering No. 1  
47 Bonds or the entire Offering No. 2 Bonds. The purchaser must

1 pay accrued interest, if any, to the date of delivery of the  
2 Bonds purchased by it.

3 Interest rates bid shall be in multiples of 1/8 or 1/20 of  
4 1%, or both. No more than one rate of interest may be fixed for  
5 any one maturity. The maximum differential between the lowest  
and highest interest rates named in any bid shall not exceed 3  
percentage points.

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

#### 14 BID DEPOSIT

15 All bids shall be sealed and accompanied by a good faith  
16 deposit. The good faith deposit for Offering No. 1 shall be in  
17 the amount of \$672,200, and shall be in cash or certified or  
18 cashier's check made payable to the King County Finance Manager.  
19 The good faith deposit for Offering No. 2 shall be in the amount  
20 of \$170,700, and shall be in cash or certified or cashier's  
21 check made payable to the King County Finance Manager. Each  
good faith deposit shall be returned promptly if the bid is not  
accepted. The good faith deposit of the successful bidder shall  
be retained by the County, shall be applied to the purchase  
price of the Offering No. 1 Bonds or the Offering No. 2 Bonds,  
as applicable, on the delivery of such Bonds to the successful  
bidder. Pending delivery of the Bonds, the good faith deposits  
may be invested for the sole benefit of the County. If either  
Offering No. 1 or Offering No. 2 is ready for delivery and the  
successful bidder fails to complete the purchase of such Bonds  
within 40 days following the acceptance of its bid, the  
applicable good faith deposit shall be forfeited to the County,  
and, in that event, the County Council may accept the next best  
bid or call for additional proposals.

#### 22 AWARD

23 The Offering No. 1 Bonds and the Offering No. 2 Bonds will  
24 be sold to the bidders making bids conforming to the terms of  
25 the offering and which, on the basis of the lowest true interest  
26 cost, are the best bids. If there are two or more equal bids  
27 for a Bond Offering and those bids are the best bids received,  
28 the County Council shall determine by lot which bid will be  
29 accepted. The County reserves the right to reject any or all  
30 bids submitted and to waive any formality in the bidding or  
31 bidding process, and, if all bids for an offering are rejected,  
32 that Bond Offering may be readvertised for sale in the manner  
provided by law. 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.

#### DELIVERY

The Bonds will be delivered on behalf of the successful  
bidders to DTC in New York, New York, within forty days after

1 the sale date immediately upon the receipt by the County of the  
2 purchase price in immediately available federal funds in  
3 Seattle, Washington. Delivery is expected to be on or about  
March 5, 1992.

4 CUSIP numbers will be typed or printed on the Bonds, if  
5 requested in the bid of the successful bidder, but neither fail-  
6 ure to print CUSIP numbers on any Bond nor error with respect  
7 thereto shall constitute cause for a failure or refusal by the  
8 purchaser to accept delivery of and pay for the Bonds in accor-  
9 dance with its bid. All expenses in relation to the typing or  
printing of CUSIP numbers on the Bonds shall be paid by the  
County, but the fee of the CUSIP Service Bureau for the assign-  
ment of those numbers shall be responsibility of and shall be  
paid by the purchaser.

10 It is understood that if, prior to the delivery of the  
11 Bonds, the interest receivable by the owners of the Bonds  
12 becomes includable in gross income for federal income tax  
13 purposes, or becomes subject to federal income tax other than as  
described in any Official Statement, 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.

14 The Bonds will be furnished by the County and will be sold  
15 with the approving legal opinion of Preston Thorgrimson Shidler  
16 Gates & Ellis, bond counsel of Seattle, Washington. The  
17 approving legal opinions relative to the issuance of the Bonds  
18 shall be printed on each Bond, if the Bonds are printed, or  
19 accompanying the Bonds, if the Bonds are typed, all at the  
20 expense of the County. Executed counterparts of bond counsel  
21 opinions will be provided to the managing underwriter in  
22 Seattle, Washington, at the time of the delivery of the Bonds.  
23 Bond counsel opinions shall express no opinion concerning the  
24 completeness or accuracy of any Official Statement, offering  
25 circular or any other sales material issued or used in  
26 connection with the Bonds. A no-litigation certificate will be  
27 included in the closing papers of each series of Bonds.

#### 28 OFFICIAL STATEMENT AND OTHER INFORMATION

29 A copy of the County's Preliminary Official Statement,  
30 dated February 12, 1991, may be obtained by contacting the  
31 County Finance Manager or County's financial advisors, the  
32 addresses and telephone numbers of which are listed below. The  
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 State-  
ment, which the County will deliver, at the expense of the  
County, to the managing underwriter not later than seven  
business days after the County's acceptance of the managing  
underwriter's proposal. No less than 700 copies of the final  
Official Statement will be delivered.

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

1 The County will advise the managing underwriter, by written  
2 notice, of any "developments that impact the accuracy and com-  
3 pleteness of the key presentations" (within the meaning of Rule  
4 15c2-12) contained in the final Official Statement, which may  
5 occur during the period commencing on the date of the acceptance  
6 by the County of the successful proposal and ending on the 90th  
7 day next following that date of acceptance, unless the final  
8 official statement has been filed with such municipal securities  
9 information repository, in which event such period shall end on  
10 the 25th day.

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

19 DATED at Seattle, Washington, this \_\_\_\_ day of \_\_\_\_\_,  
20 1991.

21 Gerald A. Peterson, Clerk of the King County Council  
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ORDINANCE NO.

9811

1  
2 AN ORDINANCE providing for the issuance and  
3 public sale of general obligation bonds of  
4 the county in the aggregate principal amount  
5 of \$8,535,000 for the purpose of providing  
6 funds to the City of Seattle to acquire,  
7 construct, equip and make certain capital  
8 improvements to the Woodland Park Zoo as  
9 authorized by ordinance of the county and  
10 approved by the qualified electors of the  
11 county at a special election held therein on  
12 November 5, 1985; providing the date, form,  
13 terms and maturities of said bonds;  
14 providing for the disposition of the  
15 proceeds of sale; and providing for  
16 unlimited tax levies to pay the principal  
17 thereof and interest thereon.

PREAMBLE:

11 At an election held in the county on November 5, 1985,  
12 the number and proportion of the qualified electors of the  
13 county required by law for the adoption thereof voted in  
14 favor of a proposition authorizing the issuance of general  
15 obligation bonds of the county in the aggregate principal  
16 amount of \$31,500,000 to provide funds to the City of  
17 Seattle (the "City") to pay part of the cost of acquiring,  
18 constructing, equipping and making certain capital  
19 improvements to the Woodland Park Zoo as authorized by King  
20 County Ordinance 7344.

17 On May 15, 1986 the county and the City entered into a  
18 Zoo Cooperation Agreement which specifies, inter alia, the  
19 conditions under which county bond proceeds will be  
20 transferred to the City and used by the City to pay part of  
21 the costs of improvements to the Woodland Park Zoo.

20 On July 10, 1986 the county issued \$22,965,000 of its  
21 general obligation bonds for funding improvements to the  
22 Woodland Park Zoo.

22 It is deemed necessary and advisable that the county  
23 now issue and sell \$8,535,000 of its general obligation  
24 bonds to provide the City with additional funds necessary  
25 to acquire, construct, equip and make said capital  
26 improvements pursuant to the Zoo Cooperation Agreement.

25 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

30 A. "Bond Fund" means the "1991 Series B Unlimited Tax  
31 General Obligation Bond Redemption Account" established pursuant  
32 to Section 17 hereof.

1 B. "Bond Register" means the registration books main-  
2 tained by the Bond Registrar for purposes of identifying owner-  
3 ship of the Bonds.

4 C. "Bond Registrar" means the fiscal agency of the State  
5 of Washington in either Seattle, Washington, or New York, New  
6 York, for the purposes of registering and authenticating the  
7 Bonds, maintaining the Bond Register, effecting the transfer of  
8 ownership of the Bonds and paying interest on and principal of  
9 the Bonds.

10 D. "Bond Year" means each one-year period (or shorter  
11 period from the date of issue) that ends at the close of busi-  
12 ness on December 31.

13 E. "Bonds" or "Bond" means all or a portion of the  
14 \$8,535,000 of King County, Washington, Unlimited Tax General  
15 Obligation Bonds, 1991, Series B (Woodland Park Zoo Project),  
16 issued pursuant to this ordinance.

17 "Chief Financial Officer" means the person serving as the  
18 Chief Financial Officer of the Office of Financial Management of  
19 King County, or the county officer who succeeds to the duties  
20 now delegated to that office.

21 F. "Code" means the Internal Revenue Code of 1986, as  
22 amended. Any reference to a provision of the Code shall include  
23 the applicable regulations of the Department of the Treasury  
24 promulgated or proposed with respect to such provision.

25 G. "Computation Date" means the Installment Computation  
26 Date or the Final Computation Date.

27 H. "County Finance Manager" means the manager of the  
28 finance division of the King County Office of Financial Manage-  
29 ment or any other county officer who succeeds to the duties now  
30 delegated to that office.



1 I. "DTC" means the Depository Trust Company, New York,  
2 New York.

3 J. "Final Computation Date" means the date that the last  
4 bond is discharged. A Bond is discharged on the date that all  
5 amounts due under the terms of the Bond are actually and uncon-  
6 ditionally due if cash is available at the place of payment and  
7 no interest accrues with respect to the Bonds after such date.

8 K. "Installment Computation Date" means the last day of  
9 the fifth Bond Year and of each succeeding fifth Bond Year.

10 L. "Letter of Representation" shall mean that letter sub-  
11 stantially in the form of Exhibit A, attached hereto and incor-  
12 porated herein by this reference.

13 M. "Nonpurpose Receipts" means, in general, any receipt  
14 with respect to an investment allocated to the Bonds. The fol-  
15 lowing types of receipts are specifically included:

16 1. Actual Receipts. Any amount actually or construc-  
17 tively received with respect to an investment. Actual  
18 receipts may not be reduced by sales commissions,  
19 administrative expenses or similar expenses.

20 2. Disposition Receipts. An amount determined by  
21 treating an investment that ceases to be allocated to the  
22 Bonds (other than by reason of a sale or retirement) as if  
23 sold for fair market value on the date that the investment  
24 ceases to be allocated to the Bonds.

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

29 4. Imputed Receipts. Any receipts that are required  
30 to be imputed and taken into account pursuant to Section  
31

32

1 1.148-5T of the Temporary Income Tax Regulations or any  
2 successor Temporary or Final Income Tax Regulations.

3 N. "Nonpurpose Payments" means, in general, any payment  
4 with respect to an investment allocated to the Bonds. The fol-  
5 lowing types of payments are specifically included:

6 1. Direct Payments. The amounts of gross proceeds of  
7 the Bonds directly used to purchase the investment. Direct  
8 payments do not include brokerage commissions, administra-  
9 tive expenses or similar expenses.

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

14 3. Payments of Rebatable Arbitrage. Any payment of  
15 Rebatable Arbitrage if such payment is made no later than  
16 the due date for such payment.

17 O. "Zoo Cooperation Agreement" means the agreement dated  
18 May 15, 1986 between the county and the City regarding, inter  
19 alia, the funding of capital improvements to the Woodland Park  
20 Zoo, as such agreement may be amended from time to time.

21 P. "Zoo Project" means the planning, design, purchase,  
22 acquisition, development, construction, equipping or  
23 rehabilitation of new or existing facilities as summarized in  
24 Exhibit A to King County Ordinance 7344, as revised by Exhibit A  
25 to King County Ordinance 7666, and more specifically described  
26 in the report of the Mayor's Zoo Commission: Woodland Park Zoo  
27 1984-1985 attached to King County Ordinance 7344 as Exhibit C,  
28 as such undertakings may be modified from time to time pursuant  
29 to King County Ordinance 7344 and the Zoo Cooperation Agreement.

30 SECTION 2. Authorization of Bonds. The county shall now  
31 issue and sell the remaining \$8,535,000 of bonds out of the  
32

1 \$31,500,000 of general obligation bonds authorized by the  
 2 qualified electors of the county at a special election held  
 3 November 5, 1985, therein for the purpose of providing the City  
 4 with part of the funds required to pay the cost of the Zoo  
 5 Project as authorized by King County Ordinance 7344 and pursuant  
 6 to the Zoo Cooperation Agreement.

7 The Bonds shall be dated March 1, 1991, shall be fully  
 8 registered as to both principal and interest, shall be in the  
 9 denomination of \$5,000 each or any integral multiple thereof but  
 10 no Bond shall represent more than one maturity, shall be  
 11 numbered separately in such manner and with any additional  
 12 designation as the Bond Registrar deems necessary for purposes  
 13 of identification and shall mature on December 1 in the years  
 14 and amounts as follows:

| <u>Maturity Years</u> | <u>Amounts</u> |
|-----------------------|----------------|
| 1992                  | \$245,000      |
| 1993                  | 260,000        |
| 1994                  | 275,000        |
| 1995                  | 290,000        |
| 1996                  | 310,000        |
| 1997                  | 325,000        |
| 1998                  | 345,000        |
| 20                    | 1999 370,000   |
| 21                    | 2000 395,000   |
| 22                    | 2001 420,000   |
| 23                    | 2002 445,000   |
| 24                    | 2003 475,000   |
| 25                    | 2004 505,000   |
| 26                    | 2005 545,000   |
| 27                    | 2006 580,000   |
| 28                    | 2007 620,000   |
| 29                    | 2008 665,000   |
| 30                    | 2009 710,000   |
| 31                    | 2010 760,000   |
| 32                    |                |

33 The Bonds shall bear interest (computed on the basis of a  
 34 360-day year of twelve 30-day months) from their date or from  
 35 the most recent interest payment date for which interest has  
 36 been paid or duly provided for, whichever is later, payable on  
 37 June 1, 1992, and semiannually thereafter on the first days of  
 38 each succeeding December 1 and June 1 to the maturity or earlier

1 redemption of the Bonds, at the rate or rates bid by the suc-  
2 cessful bidder at public sale and accepted by motion of the  
3 county council.

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

6 C. Initial Immobilization of Bonds; Depository Provi-  
7 sions. The Bonds initially shall be held in fully immobilized  
8 form by DTC acting as depository pursuant to the terms and con-  
9 ditions set forth in the Letter of Representation set forth in  
10 Exhibit A hereto and by this reference incorporated herein. To  
11 induce DTC to accept the Bonds as eligible for deposit at DTC,  
12 the County Finance Manager is authorized to execute the Letter  
13 of Representation, with such changes as hereafter may be  
14 approved by him, and such approval shall be conclusively pre-  
15 sumed by the County Finance Manager's execution thereof.  
16 Neither the county nor the Bond Registrar shall have any respon-  
17 sibility or obligation to DTC participants or the persons for  
18 whom they act as nominees with respect to the Bonds regarding  
19 accuracy of any records maintained by DTC or DTC participants of  
20 any amount in respect of principal or redemption price of or  
21 interest on the Bonds, or any notice which is permitted or  
22 required to be given to Registered Owners under this ordinance  
23 (except such notice as is required to be given by the county to  
24 the Bond Registrar or to DTC).

25 The Bonds initially shall be issued in denominations equal  
26 to the aggregate principal amount of each maturity and initially  
27 shall be registered in the name of CEDE & CO., as the nominee of  
28 DTC. The Bonds so registered shall be held in fully immobilized  
29 form by DTC as depository. For so long as any Bonds are held in  
30 fully immobilized form, DTC, its successor or any substitute  
31 depository appointed by the county, as applicable, shall be  
32

1 deemed to be the Registered Owner for all purposes hereunder and  
2 all references to Registered Owners, bondowners, bondholders,  
3 owners or the like shall mean DTC or its nominees and shall not  
4 mean the owners of any beneficial interests in the Bonds.  
5 Registered ownership of such Bonds, or any portions thereof, may  
6 not thereafter be transferred except: (i) to any successor of  
7 DTC or its nominee, if that successor shall be qualified under  
8 any applicable laws to provide the services proposed to be  
9 provided by it; (ii) to any substitute depository appointed by  
10 the county pursuant to this subsection or such substitute  
11 depository's successor; or (iii) to any person as herein  
12 provided if the Bonds are no longer held in immobilized form.

13  
14 Upon the resignation of DTC or its successor (or any sub-  
15 stitute depository or its successor) from its functions as  
16 depository, or a determination by the county that it is no  
17 longer in the best interests of beneficial owners of the Bonds  
18 to continue the system of book entry transfers through DTC or  
19 its successor (or any substitute depository or its successor),  
20 the county may appoint a substitute depository. Any such sub-  
21 stitute depository shall be qualified under any applicable laws  
22 to provide the services proposed to be provided by it.

23 In the case of any transfer pursuant to clause (i) or (ii)  
24 of the second paragraph of this subsection, the Bond Registrar,  
25 upon receipt of all outstanding Bonds together with a written  
26 request on behalf of the county, shall issue a single new Bond  
27 for each maturity of Bonds then outstanding, registered in the  
28 name of such successor or such substitute depository, or their  
29 nominees, as the case may be, all as specified in such written  
30 request of the county.

31 In the event that (a) DTC or its successor (or substitute  
32 depository or its successor) resigns from its functions as

1 depository, and no substitute depository can be obtained, or (b)  
2 the county determines that it is in the best interests of the  
3 beneficial owners of the Bonds that they be able to obtain Bond  
4 certificates, the ownership of Bonds may be transferred to any  
5 person as herein provided, and the Bonds shall no longer be held  
6 in fully immobilized form. The county shall deliver a written  
7 request to the Bond Registrar, together with a supply of defini-  
8 tive Bonds, to issue Bonds as herein provided in any authorized  
9 denomination. Upon receipt of all then outstanding Bonds by the  
10 Bond Registrar, together with a written request on behalf of the  
11 county to the Bond Registrar, new Bonds shall be issued in such  
12 denominations and registered in the names of such persons as are  
13 requested in such a written request.

14 D. Place, Manner and Medium of Payment. Both principal  
15 of and interest on the Bonds shall be payable in lawful money of  
16 the United States of America. For so long as outstanding Bonds  
17 are registered in the name of CEDE & Co., or its registered  
18 assigns, as nominee of DTC, payments of principal of and inter-  
19 est on the Bonds shall be made in next day funds on the date  
20 such payment is due and payable at the place and in the manner  
21 provided in the Letter of Representation.

22 In the event that Bonds are no longer immobilized by DTC,  
23 interest on the Bonds shall be paid by checks or drafts mailed,  
24 or by wire transfer, to owners of Bonds at the addresses for  
25 such owners appearing on the Bond Register on the 15th day of  
26 the calendar month preceding the interest payment date. Wire  
27 transfer will be made only if so requested in writing and if the  
28 owner owns at least one million dollars (\$1,000,000) par value  
29 of the Bonds. Principal of the Bonds shall be payable at matur-  
30 ity or on such dates as may be fixed for prior redemption upon  
31 representation and surrender of the Bonds by the owners at  
32

1 either principal office of the Registrar in Seattle, Washington,  
2 or New York, New York, at the option of such owners.

3       SECTION 3. Optional Redemption of Bonds. The county  
4 reserves the right to redeem outstanding Bonds maturing on or  
5 after December 1, 2001, in whole at any time or in part on any  
6 interest payment date, on or after December 1, 2000, maturities  
7 to be redeemed to be selected by the county (and by lot within a  
8 maturity, in increments of \$5,000, with the manner of selection  
9 to be as chosen by the Bond Registrar), at par plus accrued  
10 interest to the date of redemption. Portions of the principal  
11 amount of any Bond, in increments of \$5,000 or any integral  
12 multiple of \$5,000, may be redeemed. If less than all of the  
13 principal amount of any Bond is redeemed, upon surrender of such  
14 Bond at the principal office of the Bond Registrar there shall  
15 be issued to the registered owner, without charge therefor, for  
16 the then unredeemed balance of the principal amount thereof, a  
17 new Bond or Bonds, at the option of the registered owner, of  
18 like maturity and interest rate in any denomination authorized  
19 by this ordinance.

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

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

1 All official notices of redemption shall be dated and shall  
2 state:

- 3 A. the redemption date;  
4 B. the redemption price;  
5 C. if less than all outstanding Bonds are to be redeemed,  
6 the identification (and, in the case of partial redemption, the  
7 respective principal amounts) of the Bonds to be redeemed;  
8 D. that on the redemption date the redemption price will  
9 become due and payable upon each such Bond or portion thereof  
10 called for redemption, and that interest thereon shall cease to  
11 accrue from and after said date; and  
12 E. the place where such Bonds are to be surrendered for  
13 payment of the redemption price, which place of payment shall be  
14 either of the principal offices of the Bond Registrar.

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

22 Prior to any redemption date, the county shall deposit with  
23 the Bond Registrar an amount of money sufficient to pay the  
24 redemption price of all the Bonds or portions of Bonds which are  
25 to be redeemed on that date.

26 Official notice of redemption having been given as afore-  
27 said, the Bonds or portions of Bonds so to be redeemed shall, on  
28 the redemption date, become due and payable at the redemption  
29 price therein specified, and from and after such date (unless  
30 the county shall default in the payment of the redemption price  
31 upon presentation) such Bonds or portions of Bonds shall cease  
32



1 to bear interest. Upon surrender of such Bonds for redemption  
2 in accordance with said notice, such Bonds shall be paid by the  
3 Bond Registrar at the redemption price. Installments of interest  
4 due on or prior to the redemption date shall be payable as  
5 herein provided for payment of interest. Upon the payment of  
6 the redemption price of Bonds being redeemed, each check or  
7 other transfer of funds issued for such purpose shall bear the  
8 CUSIP number identifying, by issue and maturity, the Bonds being  
9 redeemed with the proceeds of such check or other transfer.  
10 Upon surrender for any partial redemption of any Bond, there  
11 shall be prepared for the registered owner a new Bond or Bonds  
12 of the same maturity in the amount of unpaid principal.

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

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

27 2. Each further notice of redemption shall be sent at  
28 least 35 days before the redemption date by registered or cer-  
29 tified mail or overnight delivery service to all registered  
30 securities depositories then in the business of holding substan-  
31 tial amounts of obligations of types comprising the Bonds (such  
32

1 depositories now being Depository Trust Company of New York, New  
2 York, Midwest Securities Trust Company of Chicago, Illinois,  
3 Pacific Securities Depository Trust Company of San Francisco,  
4 California, and Philadelphia Depository Trust Company of  
5 Philadelphia, Pennsylvania).

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

9 SECTION 5. Form of Bonds. The Bonds shall be in substan-  
10 tially the following form:

11 NO. \_\_\_\_\_ \$ \_\_\_\_\_

12 UNITED STATES OF AMERICA

13 STATE OF WASHINGTON

14 KING COUNTY

15 UNLIMITED TAX GENERAL OBLIGATION BOND, 1991,  
16 SERIES B (WOODLAND PARK ZOO)

17 INTEREST RATE: MATURITY DATE: CUSIP NO.:

18 SEE REVERSE SIDE FOR  
19 CERTAIN ADDITIONAL PROVISIONS

20 Registered Owner:

21 Principal Amount:

22 KING COUNTY, WASHINGTON (the "County"), hereby acknowledges  
23 itself to owe and for value received promises to pay to the  
24 Registered Owner identified above, or registered assigns, on the  
25 Maturity Date specified above, the Principal Amount specified  
26 above and to pay interest thereon (computed on the basis of a  
27 360-day year of 12 30-day months) from March 1, 1991, 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, 1992, and semiannually there-  
after on the first days of each succeeding December and June.

28 Both principal of and interest on this bond are payable in  
29 lawful money of the United States of America. While bonds are  
30 held on an immobilized "book entry" system of registration, the  
31 principal of this bond is payable to the order of the Registered  
32 Owner in next day funds received by the Registered Owner on the  
maturity date of this bond, and the interest on this bond is  
payable to the order of the Registered Owner in next day funds  
received by the Registered Owner on each interest payment date.  
When Bonds are no longer held on an immobilized "book entry"

1 registration system, the principal shall be paid to the  
 2 Registered Owner or nominee of such owner upon presentation and  
 3 surrender of this bond at either of the principal offices of the  
 4 fiscal agency of the State of Washington in either Seattle,  
 5 Washington or New York, New York (collectively the "Bond Regis-  
 6 trar"), and the interest shall be paid by mailing a check or  
 7 draft (on the date such interest is due) to the Registered Owner  
 8 or nominee of such owner at the address shown on the  
 9 registration books maintained by the Bond Registrar (the "Bond  
 10 Register") as of the 15th day of the month prior to the interest  
 11 payment date.

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

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

19 This bond shall not be valid or become obligatory for any  
 20 purpose or be entitled to any security or benefit under King  
 21 County Ordinance No. \_\_\_\_\_ (the "Bond Ordinance")  
 22 until the Certificate of Authentication hereon shall have been  
 23 manually signed by the Bond Registrar.

24 It is hereby certified that all acts, conditions and things  
 25 required by the Constitution and statutes of the State of  
 26 Washington and the Charter and ordinances of the County to  
 27 exist, to have happened, been done and performed precedent to  
 28 and in the issuance of this bond have happened, been done and  
 29 performed and that the issuance of this bond and the bonds of  
 30 this series does not violate any constitutional, statutory or  
 31 other limitation upon the amount of bonded indebtedness that the  
 32 county may incur.

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  
 the County to be impressed or imprinted hereon, as of this first  
 day of March, 1991.

KING COUNTY, WASHINGTON

By \_\_\_\_\_  
 County Executive

ATTEST:

\_\_\_\_\_  
 Clerk of the County Council

ADDITIONAL PROVISIONS

This bond is one of an authorized series of bonds of like  
 date and tenor, except as to number, amount, rate of interest  
 and date of maturity, in the aggregate principal amount of  
 8,535,000, and is issued to pay a portion of the costs to ac-

1 quire, construct, equip and make capital improvements to the  
2 Woodland Park Zoo pursuant to an election authorizing the same.

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

6 The County has reserved the right to redeem outstanding  
7 bonds of this series maturing on or after December 1, 2001 in  
8 whole on any date or in part on any interest payment date, on or  
after December 1, 2000, maturities to be redeemed to be selected  
9 by the county (and by lot within a maturity, in increments of  
\$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-  
tion.

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

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

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

33 The County hereby irrevocably covenants and agrees with the  
owner of this bond that it will levy taxes annually, upon all  
the property in the County without limitation as to rate or  
amount and in amounts sufficient, together with all other moneys  
legally available therefor, to pay the principal of and interest  
on this bond as the same shall become due. 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.

34 The pledge of tax levies for repayment of principal of and  
35 interest on the bonds may be discharged prior to maturity of the  
36 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 Unlimited Tax General Obligation Bonds 1991, Series B (Woodland Park Zoo) of King County, dated March 1, 1991.

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

1 books kept for registration thereof with full power of substitu-  
2 tion in the premises.

3 DATED: \_\_\_\_\_, 19\_\_\_\_.

4  
5 NOTE: The signature on this Assignment  
6 must correspond with the name of the  
7 registered owner as it appears upon the  
8 face of the within bond in every par-  
9 ticular, without alteration or enlarge-  
10 ment or any change whatever.

11 SIGNATURE GUARANTEED:  
12 \_\_\_\_\_

13 SECTION 6. Execution of Bonds. The Bonds shall be  
14 executed on behalf of the county with the manual or facsimile  
15 signatures of the county executive and the clerk of the council,  
16 and shall have the seal of the county impressed or imprinted  
17 thereon.

18 In case either or both of the officers who shall have ex-  
19 ecuted the Bonds shall cease to be an officer or officers of the  
20 county before the Bonds so signed shall have been authenticated  
21 or delivered by the Bond Registrar, or issued by the county,  
22 such Bonds may nevertheless be authenticated, delivered and  
23 issued and upon such authentication, delivery and issuance,  
24 shall be as binding upon the county as though those who signed  
25 the same had continued to be such officers of the county. Any  
26 Bond also may be signed and attested on behalf of the county by  
27 such persons as at the actual date of execution of such Bond  
28 shall be the proper officers of the county although at the orig-  
29 inal date of such Bond any such person shall not have been such  
30 officer of the county.

31 Only such Bonds as shall bear thereon a Certificate of  
32 Authentication in the form hereinbefore recited, manually  
executed by the Bond Registrar, shall be valid or obligatory for  
any purpose or entitled to the benefits of this ordinance. Such

1 Certificate of Authentication shall be conclusive evidence that  
2 the Bonds so authenticated have been duly executed, authenti-  
3 cated and delivered hereunder and are entitled to the benefits  
4 of this ordinance.

5       SECTION 7. Bond Registrar. The Bond Registrar shall keep,  
6 or cause to be kept, at its principal corporate trust office,  
7 sufficient books for the registration and transfer of the Bonds  
8 which shall at all times be open to inspection by the county.  
9 Such Bond Register shall contain the name and mailing address of  
10 the owner of each Bond or nominee of such owner and the prin-  
11 cipal amount and number of Bonds held by each owner or nominee.

12       The Bond Registrar is authorized, on behalf of the county,  
13 to authenticate and deliver the Bonds transferred or exchanged  
14 in accordance with the provisions of such Bonds and this  
15 ordinance and to carry out all of the Bond Registrar's powers  
16 and duties under this ordinance.

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

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

12 The county and the Bond Registrar, each in its discretion,  
13 may deem and treat the registered owner of each Bond as the ab-  
14 solute owner thereof for all purposes, and neither the county  
15 nor the Bond Registrar shall be affected by any notice to the  
16 contrary.

17 SECTION 8. Mutilated, Lost, or Destroyed Bonds. If any  
18 Bond shall become mutilated, the Bond Registrar shall authenti-  
19 cate and deliver a new Bond of like series, amount, date, inter-  
20 est rate and tenor in exchange and substitution for the Bond so  
21 mutilated, upon the owner's paying the expenses and charges of  
22 the county and the Bond Registrar in connection therewith and  
23 upon surrender to the Bond Registrar of the Bond so mutilated.  
24 Every mutilated Bond so surrendered shall be cancelled and  
25 destroyed by the Bond Registrar.

26 In case the Bonds or any of them shall be lost, stolen or  
27 destroyed, the Bond Registrar may authenticate and deliver a new  
28 Bond or Bonds of like amount, date, and tenor to the registered  
29 owner thereof upon the owner's paying the expenses and charges  
30 of the county and the Bond Registrar in connection therewith and  
31 upon his/her filing with the Bond Registrar evidence satisfac-  
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1 tory to the Bond Registrar that such Bond or Bonds were actually  
2 lost, stolen or destroyed and of his/her ownership thereof, and  
3 upon furnishing the county and Bond Registrar with indemnity  
4 satisfactory to the Chief Financial Officer or County Finance  
5 Manager and the Bond Registrar.

6 SECTION 9. Corporate Authority. The county has full legal  
7 right, power and authority to adopt this ordinance, to sell,  
8 issue and deliver the Bonds as provided herein, and to carry out  
9 and consummate all other transactions contemplated by this or-  
10 dinance.

11 SECTION 10. Due Authorization and Approval of Ordinance  
12 and Bonds. By all necessary official action prior to or concur-  
13 rently herewith, the county has duly authorized and approved the  
14 execution and delivery of, and the performance by the county of  
15 its obligations contained in the Bonds and in this ordinance and  
16 the consummation by it of all other transactions necessary to  
17 effectuate this ordinance in connection with the issuance of the  
18 Bonds, and such authorizations and approvals are in full force  
19 and effect and have not been amended, modified or supplemented  
20 in any material respect.

21 SECTION 11. Ordinance to Constitute Legal, Valid and Bind-  
22 ing Obligations of County. This ordinance constitutes a legal,  
23 valid and binding obligation of the county.

24 SECTION 12. Bonds to Constitute Legal, Valid and Binding  
25 Obligations of County. The Bonds, when issued, sold, authenti-  
26 cated and delivered, will constitute the legal, valid and bind-  
27 ing general obligations of the county.

28 SECTION 13. Bond Registration. The county covenants that  
29 until all Bonds shall have been surrendered and cancelled, it  
30 will maintain a system of recording the ownership of each Bond  
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that complies with the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code").

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

SECTION 15. Debt Limit Not Exceeded. The county finds and covenants that the Bonds are issued within all statutory and constitutional debt limitations applicable to the county.

SECTION 16. Application of Bond Proceeds. There has heretofore been authorized and created in the office of financial management of the county a special fund of the county known as the Zoo Development Fund. All of the monies derived from the sale of the Bonds, exclusive of any accrued interest which shall be deposited in the Bond Fund, shall be deposited in the Zoo Development Fund and expended solely to pay the cost of issuing and selling the Bonds and to pay part of the Zoo Project authorized by King County Ordinance 7344, and none of said money shall be used for the replacement of equipment or for any other than a capital purpose. The proceeds of the Bonds shall be deposited and expended pursuant to Section 6 of King County

1 Ordinance 7344 and the Zoo Cooperation Agreement, as such  
2 ordinance and such agreement are amended from time to time.

3 Moneys deposited in the Zoo Development Fund shall be  
4 invested as permitted by law for the sole benefit of such fund.  
5 Irrespective of the general provisions of Ordinance No. 7112 and  
6 K.C. 4.10, the county current expense funds shall not receive  
7 any earnings attributable to such fund. Moneys other than Bond  
8 proceeds may be deposited in the Zoo Development Fund; provided,  
9 that Bond proceeds and earnings thereon shall be accounted for  
10 separately for purposes of the calculations required to be made  
11 under Section 20 hereof. For purposes of such calculations,  
12 Bond proceeds shall be deemed to have been expended first.

13 SECTION 17. Bond Redemption Fund. There has heretofore  
14 been created in the office of financial management of the county  
15 a special fund to be drawn upon for the purpose of paying the  
16 principal of and interest on the unlimited tax general  
17 obligation bonds of the county. There is hereby created within  
18 said fund a special account of the county to be known as the  
19 "1991 Series B Unlimited Tax General Obligation Bond Redemption  
20 Account" (the "Bond Fund"). The accrued interest on the Bonds  
21 shall be deposited in the Bond Fund at the time of delivery of  
22 the Bonds and shall be applied to the payment of interest on the  
23 Bonds. Any premium received upon the sale of the Bonds shall be  
24 deposited into the Bond Fund and applied to the payment of  
25 principal of or interest on the Bonds. The taxes hereafter  
26 levied for the purpose of paying principal of and interest on  
27 the Bonds and other funds to be used to pay the Bonds shall be  
28 deposited in the Bond Fund no later than the date such funds are  
29 required for the payment of principal of and interest on the  
30 Bonds; provided, that if the payment of principal of and  
31 interest on the Bonds is required prior to the receipt of such  
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1 levied taxes, the county may make an interfund loan to the Bond  
2 Fund pending actual receipt of such taxes. The Bond Fund shall  
3 be drawn upon for the purpose of paying the principal of and  
4 interest on the Bonds. Moneys in the Bond Fund not needed to  
5 pay the interest or principal next coming due may temporarily be  
6 deposited in such institutions or invested in such obligations  
7 as may be lawful for the investment of county moneys. The Bond  
8 Fund shall be a second tier fund in accordance with Ordinance  
9 No. 7112 and K.C. 4.10.

10 SECTION 18. Pledge of Taxation and Credit. The county  
11 hereby irrevocably covenants and agrees for as long as any of  
12 the Bonds are outstanding and unpaid, that unless the principal  
13 of and interest on the Bonds are paid from other sources, it  
14 will make annual levies of taxes without limitation or amount  
15 upon all the property within the county subject to taxation in  
16 all amounts sufficient, together with all other revenues and  
17 moneys of the county legally available for such purposes, to pay  
18 the principal of and interest on the Bonds as the same shall  
19 become due. All of such taxes so collected and any other moneys  
20 to be used for such purposes shall be paid into the Bond Fund.

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

25 SECTION 19. Tax-Exemption. The county shall comply with  
26 the provisions of this section unless, in the written opinion of  
27 nationally-recognized bond counsel to the county, such com-  
28 pliance is not required in order to maintain the exemption of  
29 the interest on the Bonds from federal income taxation.

30 The county hereby covenants that it will not make any use  
31 of the proceeds from the sale of the Bonds or any other funds of  
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1 the county which may be deemed to be proceeds of such Bonds  
2 pursuant to Section 148 of the Code and the applicable regula-  
3 tions thereunder which will cause the Bonds to be "arbitrage  
4 bonds" within the meaning of said Section and said regulations.  
5 The county will comply with the applicable requirements of Sec-  
6 tion 148 of the Code (or any successor provision thereof  
7 applicable to the Bonds) and the applicable regulations there-  
8 under throughout the term of the Bonds.

9  
10 The county further covenants that it will not take any ac-  
11 tion or permit any action to be taken that would cause the Bonds  
12 to constitute "private activity bonds" under Section 141 of the  
13 Code.

14 SECTION 20. Arbitrage Rebate.

15 A. General Rule. The county will pay to the United  
16 States of America in accordance with the provisions of this  
17 section (i) at least 90 percent of the Rebatable Arbitrage with  
18 respect to the Bonds as of each Installment Computation Date,  
19 (ii) 100 percent of the Rebatable Arbitrage with respect to the  
20 Bonds as of the Final Computation Date and (iii) any income  
21 attributable to such Rebatable Arbitrage, unless the county  
22 otherwise meets the arbitrage rebate requirements of the United  
23 States of America.

24 B. Computation of Rebatable Arbitrage. The Rebatable  
25 Arbitrage with respect to the Bonds computed in accordance with  
26 the Arbitrage Accounting and Rebate Computation Certificate and,  
27 as of each Computation Date, will be the excess of:

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

30 2. The future value of all Nonpurpose Payments with  
31 respect to the Bonds.

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

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2 C. Payment Procedure.

3 1. The payment of Rebatable Arbitrage due as of each  
4 Installment Computation Date will be paid no later than the  
5 date that is 60 days after the Installment Computation  
6 Date.

7 2. The payment of Rebatable Arbitrage due as of the  
8 Final Computation Date will be paid no later than the  
9 latest of (a) the date that is 60 days after the Final  
10 Computation Date, (b) the date that is 8 months after the  
11 date of issuance of the Bonds, or (c) the date 60 days  
12 after the earlier of (x) the date that the Issuer no longer  
13 expects to spend gross proceeds of the Bonds within 6  
14 months of the date of issuance of the Bonds or (y) 12  
15 months after the date of issuance of the Bonds.

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

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

24 SECTION 21. Use of Bond Proceeds; Restrictions on Amend-  
25 ments. The county covenants that none of the proceeds of the  
26 Bonds will be used for any purpose other than as provided in  
27 this ordinance and that the county shall not suffer any amend-  
28 ment or supplement to this ordinance, or any departure from the  
29 due performance of the obligations of the county hereunder,  
30 which might materially adversely affect the rights of the owners  
31 from time to time of the Bonds.  
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1           SECTION 22. Financial Information. The county covenants  
2 that it will make available for inspection by the Bond owners,  
3 at the office of financial management, a copy of the latest  
4 audit report of the state auditor on the county's books and  
5 accounts and will also furnish a copy thereof, upon request, to  
6 any Bond owner.

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

15           SECTION 24. Delivery of Bonds. Following the sale of the  
16 Bonds, the county shall cause definitive Bonds to be prepared,  
17 executed and delivered, which Bonds shall be typewritten, litho-  
18 graphed or printed with engraved or lithographed borders.

19           If definitive Bonds are not ready for delivery by the date  
20 established for closing, then the County Finance Manager, upon  
21 the approval of the purchasers, may cause to be issued and  
22 delivered to the purchasers one or more temporary Bonds with  
23 appropriate omissions, changes and additions. Any temporary  
24 Bond or Bonds shall be entitled and subject to the same benefits  
25 and provisions of this ordinance with respect to the payment,  
26 security and obligation thereof as definitive Bonds authorized  
27 thereby. Such temporary Bond or Bonds shall be exchangeable  
28 without cost to the owners thereof for definitive Bonds when the  
29 latter are ready for delivery.

30           SECTION 25. Preliminary Official Statement Declaration.  
31 The county has been provided with copies of a preliminary  
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1 official statement dated February 12, 1991 (the "Preliminary  
2 Official Statement"), prepared in connection with the sale of  
3 the Bonds. For the sole purpose of the Bond purchaser's  
4 compliance with Securities and Exchange Commission Rule 15c2-  
5 12(b)(1), the county "deems final" that Preliminary Official  
6 Statement as of its date, except for the omission of information  
7 on offering prices, interest rates, selling compensation,  
8 delivery dates, any other terms or provisions required by the  
9 county to be specified in a competitive bid, ratings, other  
10 terms of the Bonds dependent on such matters and the identity of  
11 the Bond purchaser.

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

17 SECTION 27. General Authorization. The appropriate county  
18 officials, agents and representatives are hereby authorized and  
19 directed to do everything necessary for the prompt sale,  
20 issuance, execution and delivery of the Bonds, and for the  
21 proper use and application of the proceeds of the sale thereof.

22 SECTION 28. Advance Refunding or Defeasance. The county  
23 may issue advance refunding bonds pursuant to the laws of the  
24 State of Washington or use money available from any other lawful  
25 source to pay when due the principal of and interest on the  
26 Bonds, or any portion thereof included in a refunding or defea-  
27 sance plan, and to redeem and retire, refund or defease all such  
28 then-outstanding Bonds and to pay the costs of the refunding or  
29 defeasance.

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

15 Section 29. Open Market Purchase. The county reserves the  
16 right to purchase any or all of the Bonds on the open market at  
17 any time at any price.

18 SECTION 30. Contract; Severability. The covenants con-  
19 tained in this ordinance shall constitute a contract between the  
20 county and the Owners of each and every Bond. If any one or  
21 more of the covenants or agreements provided in this ordinance  
22 to be performed on the part of the county shall be declared by  
23 any court of competent jurisdiction to be contrary to law, then  
24 such covenant or covenants, agreement or agreements, shall be  
25 null and void and shall be deemed separable from the remaining  
26 covenants and agreements of this ordinance and shall in no way  
27 affect the validity of the other provisions of this ordinance or  
28 of the Bonds.

1 INTRODUCTION AND READ for the first time this 17<sup>th</sup> day of  
2 December, 1990.

3 PASSED this 11<sup>th</sup> day of February, 1991.

4 KING COUNTY COUNCIL  
5 KING COUNTY, WASHINGTON

6 Lois North  
7 Chair

8 ATTEST:

9 Gerald A. Peterson  
10 Clerk of the Council

11 APPROVED this 21<sup>st</sup> day of February, 1991.

12 [Signature]  
13 King County Executive

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## EXHIBIT A

\_\_\_\_\_, 1991

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

Attention: General Counsel's Office

Re: King County, Washington  
Limited Tax General Obligation Bonds, 1991, Series A  
(Various Purpose) - \$33,610,000  
Unlimited Tax General Obligation Bonds, 1991, Series B  
(Woodland Park Zoo) - \$8,535,000

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 Ordinance No. \_\_\_\_\_ of the County (collectively, the "Bond Ordinances"). \_\_\_\_\_ is distributing the Bonds through The Depository Trust Company ("DTC").

To induce DTC to accept the Bonds as eligible for deposit at DTC and to act in accordance with its Rules with respect to the Bonds, the County and the Registrar make the following representations to DTC:

1. Subsequent to closing on the Bonds on \_\_\_\_\_, 1991, there shall be deposited with DTC one Bond certificate in registered form registered in the name of DTC's nominee, CEDE & Co., for each stated maturity of the Bonds in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal of the Bonds.

2. In the event of any solicitation of consents from and voting by holders of the Bonds, the County or Registrar shall establish a record date for such purposes and give DTC notice of such record date not less than 15 calendar days in advance of such record due to the extent possible.

3. In the event of a redemption or any other similar transaction resulting in retirement of all Bonds outstanding or a reduction in aggregate principal of Bonds outstanding ("full or partial redemption") or an advance refunding of all or part of the Bonds outstanding, 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 or, in the case of an advance refunding, the date the proceeds are deposited in escrow.

4. In the event of a partial redemption or an advance refunding of part of the Bonds outstanding, the Registrar or the County shall send DTC a notice specifying: (1) the amount of redemption or refunding; (2) in the case of a refunding, the maturity date(s) established under the refunding; and (3) the

1 date such notice is to be mailed to Bondholders or published  
2 (the "Publication Date"). Such notice shall be sent to DTC by a  
3 secure means (e.g., legible facsimile transmission, registered  
4 or certified mail, overnight express delivery) in a timely  
5 manner designated to assure that such notice is in DTC's  
6 possession no later than the close of business on the business  
7 day before the Publication Date. The Registrar or the County  
8 will forward such notice either in a separate secure  
9 transmission for each CUSIP number or in a secure transmission  
10 for multiple CUSIP numbers which include a manifest or list of  
11 each CUSIP submitted in that transmission. (The Registrar or  
12 the County sending such notice shall have a method to verify  
13 subsequently the use of such means and timeliness of the  
14 notice.) The Publication Date shall be not less than 30 days  
15 nor more than 60 days prior to the redemption date, or, in the  
16 case of advance refunding, the date the proceeds are deposited  
17 in escrow.

18 5. In the event of an invitation to tender the Bonds,  
19 notice to Bondholders by the County or Registrar, specifying the  
20 terms of the tender and the date such notice is to be mailed to  
21 Bondholders or published ("the Publication Date") shall be sent  
22 to DTC by a secure means (e.g., legible facsimile transmission,  
23 registered or certified mail, overnight express delivery) in a  
24 timely manner designed to assure that such notice is in DTC's  
25 possession no later than the close of business on the business  
26 day before the Publication Date. (The County or Registrar  
27 sending such notice shall have a method to verify subsequently  
28 the use of such means and timeliness of the notice.)

29 6. All notices and payment advices sent to DTC shall  
30 contain the CUSIP number of the Bonds.

31 7. Notices to DTC by facsimile transmission shall be sent  
32 to DTC's Call Notification Department at (516) 227-4039 or (516)  
227-4190. The Registrar shall confirm DTC's receipt of such  
facsimile transmission by telephoning the Call Notification  
Department at (516) 227-4070. Notices to DTC by mail or by  
other means shall be sent to:

The Depository Trust Company  
Call Notification Department  
Muni Reorganization Manager  
711 Stewart Avenue  
Garden City, New York 11530

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

9. Payments of principal of the Bonds shall be received  
by CEDE & Co., as nominee of DTC, or its registered assigns, in  
next-day funds on each payment date. Principal payments shall

1  
2 be made payable to the order of "CEDE & Co.," and shall be  
addressed as follows:

3 The Depository Trust Company  
4 Muni Redemption Department  
5 55 Water Street - 50th Floor  
New York, New York 10041  
Attention: Collection Supervisor

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

9 11. In the event of a redemption, acceleration or any  
10 other similar transaction (e.g., tenders made and accepted in  
11 response to the County's or Registrar's invitation)  
12 necessitating a reduction in aggregate principal amount of Bonds  
13 outstanding or an advance refunding of part of the Bonds  
14 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.

15 12. In the event the County determines pursuant to the  
16 Bond Ordinances that beneficial owners of the Bonds should be  
17 able to obtain certificated Bonds, the County or the Registrar  
shall notify DTC of the availability of Bond certificates and  
18 shall issue, transfer and exchange Bond certificates in  
appropriate amounts as required by DTC and others.

19 13. DTC may determine to discontinue providing its service  
20 as securities depository with respect to the Bonds at any time  
21 by giving reasonable notice to the County and the Registrar (at  
22 which time DTC will confirm with the County and the Registrar  
23 the aggregate principal amount of Bonds outstanding) and  
24 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.

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

3 Very truly yours,

4 SEATTLE-FIRST NATIONAL BANK  
5 THE BANK OF NEW YORK,  
6 collectively, as Registrar

7 By SEATTLE-FIRST NATIONAL BANK

8 By: \_\_\_\_\_  
9 Title: \_\_\_\_\_

10 KING COUNTY, WASHINGTON

11 By: \_\_\_\_\_  
12 Finance Manager

13 ACCEPTED:

14 THE DEPOSITORY TRUST COMPANY

15 By: \_\_\_\_\_  
16 Authorized Officer

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## SCHEDULE A

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| <u>Principal Amount</u> | <u>Maturity Date</u> | <u>Interest Rate</u> |
|-------------------------|----------------------|----------------------|
| Series A                |                      |                      |
| \$1,460,000             | December 1, 1992     |                      |
| 1,540,000               | December 1, 1993     |                      |
| 1,630,000               | December 1, 1994     |                      |
| 1,490,000               | December 1, 1995     |                      |
| 1,580,000               | December 1, 1996     |                      |
| 1,285,000               | December 1, 1997     |                      |
| 1,360,000               | December 1, 1998     |                      |
| 1,325,000               | December 1, 1999     |                      |
| 1,410,000               | December 1, 2000     |                      |
| 1,500,000               | December 1, 2001     |                      |
| 1,600,000               | December 1, 2002     |                      |
| 1,705,000               | December 1, 2003     |                      |
| 1,820,000               | December 1, 2004     |                      |
| 1,945,000               | December 1, 2005     |                      |
| 2,080,000               | December 1, 2006     |                      |
| 2,225,000               | December 1, 2007     |                      |
| 2,385,000               | December 1, 2008     |                      |
| 2,545,000               | December 1, 2009     |                      |
| 2,745,000               | December 1, 2010     |                      |
| Series B                |                      |                      |
| \$245,000               | December 1, 1992     |                      |
| 260,000                 | December 1, 1993     |                      |
| 275,000                 | December 1, 1994     |                      |
| 290,000                 | December 1, 1995     |                      |
| 310,000                 | December 1, 1996     |                      |
| 325,000                 | December 1, 1997     |                      |
| 345,000                 | December 1, 1998     |                      |
| 370,000                 | December 1, 1999     |                      |
| 395,000                 | December 1, 2000     |                      |
| 420,000                 | December 1, 2001     |                      |
| 445,000                 | December 1, 2002     |                      |
| 475,000                 | December 1, 2003     |                      |
| 505,000                 | December 1, 2004     |                      |
| 545,000                 | December 1, 2005     |                      |
| 580,000                 | December 1, 2006     |                      |
| 620,000                 | December 1, 2007     |                      |
| 665,000                 | December 1, 2008     |                      |
| 710,000                 | December 1, 2009     |                      |
| 760,000                 | December 1, 2010     |                      |

## EXHIBIT B

## OFFICIAL NOTICE OF BOND SALE

KING COUNTY, WASHINGTON

Offering No. 1

\$33,610,000 LIMITED TAX GENERAL OBLIGATION BONDS, 1991  
SERIES A (VARIOUS PURPOSE)

Offering No. 2

\$8,535,000 UNLIMITED TAX GENERAL OBLIGATION BONDS, 1991  
SERIES B (Woodland Park Zoo)

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., with respect to Offering No. 1 and 10:15 a.m. with respect to Offering No. 2, Pacific Standard Time, on such day as may be established by the County Finance Manager and communicated through Munifacts News Service not less than 24 hours prior to the time bids are to be received, for the purchase of the following Offering No. 1 Bonds and for the purchase of the following Offering No. 2 Bonds (the Offering No. 1 Bonds and the Offering No. 2 Bonds are referred to collectively as the "Bonds"):

**Offering No. 1**

\$33,610,000 Limited Tax General Obligation Bonds,  
1991, Series A (Various Purpose)

**Offering No. 2**

\$8,535,000 King County, Washington, Unlimited Tax  
General Obligation Bonds, 1991, Series B (Woodland  
Park Zoo)

All bids received with respect to Offering No. 1 will be publicly opened, read and considered by the County Council beginning at 10:00 a.m. All bids received with respect to Offering No. 2 will be publicly opened, read and considered by the County Council beginning at 10:15 a.m. Awards shall be made thereafter at the same meeting in the Council Chambers in the King County Courthouse on the same date that bids are opened.

**Separate Offerings.** OFFERING NO. 1 AND OFFERING NO. 2 WILL BE SOLD BY THE COUNTY AS SEPARATE OFFERINGS and, EACH OFFERING will 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 March 1, 1991; 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



1 or rates as the County Council shall fix at the time of sale.  
 2 Interest on the Series A Bonds will be payable on December 1,  
 1991 and semiannually thereafter on each June 1 and December 1.  
 3 Interest on the Series B Bonds will be payable on June 1, 1992  
 and semiannually thereafter on each December 1 and June 1.

4 **Offering No. 1 Bonds (Series A)** will mature on December 1  
 5 in years and amounts as follows:

| <u>Maturity</u><br><u>Years</u> | <u>Principal</u><br><u>Amounts</u> | <u>Maturity</u><br><u>Years</u> | <u>Principal</u><br><u>Amounts</u> |
|---------------------------------|------------------------------------|---------------------------------|------------------------------------|
| 1992                            | \$1,460,000                        | 2002                            | \$1,600,000                        |
| 1993                            | 1,540,000                          | 2003                            | 1,705,000                          |
| 1994                            | 1,630,000                          | 2004                            | 1,820,000                          |
| 1995                            | 1,490,000                          | 2005                            | 1,945,000                          |
| 1996                            | 1,580,000                          | 2006                            | 2,080,000                          |
| 1997                            | 1,285,000                          | 2007                            | 2,225,000                          |
| 1998                            | 1,360,000                          | 2008                            | 2,385,000                          |
| 1999                            | 1,325,000                          | 2009                            | 2,545,000                          |
| 2000                            | 1,410,000                          | 2010                            | 2,725,000                          |
| 2001                            | 1,500,000                          |                                 |                                    |

13 **Offering No. 2 Bonds (Series B)** will mature on December 1  
 14 in years and amounts as follows:

| <u>Maturity</u><br><u>Years</u> | <u>Principal</u><br><u>Amounts</u> | <u>Maturity</u><br><u>Years</u> | <u>Principal</u><br><u>Amounts</u> |
|---------------------------------|------------------------------------|---------------------------------|------------------------------------|
| 1992                            | \$245,000                          |                                 |                                    |
| 1993                            | 260,000                            | 2002                            | 445,000                            |
| 1994                            | 275,000                            | 2003                            | 475,000                            |
| 1995                            | 290,000                            | 2004                            | 505,000                            |
| 1996                            | 310,000                            | 2005                            | 540,000                            |
| 1997                            | 325,000                            | 2006                            | 580,000                            |
| 1998                            | 345,000                            | 2007                            | 620,000                            |
| 1999                            | 370,000                            | 2008                            | 665,000                            |
| 2000                            | 395,000                            | 2009                            | 710,000                            |
| 2001                            | 420,000                            | 2010                            | 760,000                            |

#### IMMOBILIZATION OF THE BONDS

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

#### OPTIONS OF REDEMPTION

29 Bonds maturing through December 1, 2000, inclusive, are not  
 30 subject to redemption prior to their stated maturity dates. The  
 County has reserved the right and option to redeem Bonds  
 31 maturing on or after December 1, 2001, beginning on December 1,  
 32 2000, as a whole at any time or in part on any interest payment

1 date, with the maturities to be redeemed to be selected by the  
2 County (and by lot within a maturity in such manner as the Bond  
3 Registrar shall determine) at par plus accrued interest to date  
fixed for redemption.

4 Any Bond in the principal amount of greater than \$5,000 may  
5 be redeemed partially in any integral multiple of \$5,000. In  
6 such event, upon surrender of that Bond at either of the prin-  
7 cipal offices of the Bond Registrar, a new Bond or Bonds, at the  
8 option of the registered owner, of the same interest rate and  
9 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.

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

#### 12 SECURITY

13 **Offering No. 1 Bonds (Series A).** The County irrevocably  
14 has pledged to include in its budgets and to levy taxes annually  
15 that counties are permitted to levy without a vote of the  
16 people, on all of the taxable property within the County subject  
17 to taxation, in an amount sufficient, 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.

18 **Offering No. 2 Bonds (Series B).** The County irrevocably  
19 has pledged to include in its budgets and to levy taxes annually  
20 without limitation as to rate or amount on all of the taxable  
21 property within the County subject to taxation in an amount  
22 sufficient, together with other money legally available and to  
23 be used therefor, to pay when due the principal of and interest  
24 on the Offering No. 2 Bonds, and the full faith, credit and  
25 resources of the County have been pledged irrevocably for the  
26 annual levy and collection of those taxes and the prompt payment  
of that principal and interest.

#### 27 BIDDING INFORMATION

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

32 Bidders are invited to submit bids for the purchase of each  
offering of the Bonds fixing the interest rate or rates that  
these Bonds will bear. The bids shall specify either (a) the  
lowest rate or rates of interest, together with premium, at  
which the bidder will purchase the respective Bond offering, or  
(b) the lowest rate or rates of interest at which the bidder  
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

1 pay accrued interest, if any, to the date of delivery of the  
2 Bonds purchased by it.

3 Interest rates bid shall be in multiples of 1/8 or 1/20 of  
4 1%, or both. No more than one rate of interest may be fixed for  
5 any one maturity. The maximum differential between the lowest  
and highest interest rates named in any bid shall not exceed 3  
percentage points.

6 For the purpose of comparing bids only, the interest rates  
7 bid being controlling, each bid shall state the true interest  
8 cost of the bid determined in the manner hereinafter stated.  
9 The true interest cost will be determined by doubling the  
10 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.

#### 11 BID DEPOSIT

12 All bids shall be sealed and accompanied by a good faith  
13 deposit. The good faith deposit for Offering No. 1 shall be in  
14 the amount of \$672,200, and shall be in cash or certified or  
15 cashier's check made payable to the King County Finance Manager.  
16 The good faith deposit for Offering No. 2 shall be in the amount  
17 of \$170,700, and shall be in cash or certified or cashier's  
18 check made payable to the King County Finance Manager. Each  
19 good faith deposit shall be returned promptly if the bid is not  
20 accepted. The good faith deposit of the successful bidder shall  
21 be retained by the County, shall be applied to the purchase  
price of the Offering No. 1 Bonds or the Offering No. 2 Bonds,  
as applicable, on the delivery of such Bonds to the successful  
bidder. Pending delivery of the Bonds, the good faith deposits  
may be invested for the sole benefit of the County. If either  
Offering No. 1 or Offering No. 2 is ready for delivery and the  
successful bidder fails to complete the purchase of such Bonds  
within 40 days following the acceptance of its bid, the  
applicable good faith deposit shall be forfeited to the County,  
and, in that event, the County Council may accept the next best  
bid or call for additional proposals.

#### 22 AWARD

23 The Offering No. 1 Bonds and the Offering No. 2 Bonds will  
24 be sold to the bidders making bids conforming to the terms of  
25 the offering and which, on the basis of the lowest true interest  
26 cost, are the best bids. If there are two or more equal bids  
27 for a Bond Offering and those bids are the best bids received,  
28 the County Council shall determine by lot which bid will be  
29 accepted. The County reserves the right to reject any or all  
30 bids submitted and to waive any formality in the bidding or  
31 bidding process, and, if all bids for an offering are rejected,  
32 that Bond Offering may be readvertised for sale in the manner  
provided by law. 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.

DELIVERY

The Bonds will be delivered on behalf of the successful bidders to DTC in New York, New York, within forty days after the sale date immediately upon the receipt by the County of the purchase price in immediately available federal funds in Seattle, Washington. Delivery is expected to be on or about March 5, 1992.

CUSIP numbers will be typed or printed on the Bonds, if requested in the bid of the successful bidder, but neither failure to print CUSIP numbers on any Bond nor error with respect thereto shall constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the Bonds in accordance with its bid. All expenses in relation to the typing or printing of CUSIP numbers on the Bonds shall be paid by the County, but the fee of the CUSIP Service Bureau for the assignment of those numbers shall be responsibility of and shall be paid by the purchaser.

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 any Official Statement, 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 Bonds will be furnished by the County and will be sold with the approving legal opinion of Preston Thorgrimson Shidler Gates & Ellis, bond counsel of Seattle, Washington. The approving legal opinions relative to the issuance of the Bonds shall be printed on each Bond, if the Bonds are printed, or accompanying the Bonds, if the Bonds are typed, all at the expense of the County. Executed counterparts of bond counsel opinions will be provided to the managing underwriter in Seattle, Washington, at the time of the delivery of the Bonds. Bond counsel opinions shall express no opinion concerning the completeness or accuracy of any Official Statement, offering circular or any other sales material issued or used in connection with the Bonds. A no-litigation certificate will be included in the closing papers of each series of Bonds.

OFFICIAL STATEMENT AND OTHER INFORMATION

A copy of the County's Preliminary Official Statement, dated February 12, 1991, may be obtained by contacting the County Finance Manager or County's financial advisors, the addresses and telephone numbers of which are listed below. The 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 managing underwriter not later than seven business days after the County's acceptance of the managing underwriter's proposal. No less than 700 copies of the final Official Statement will be delivered.

By submitting the successful proposal, the managing underwriter agrees to file, or cause to be filed, within one business day following the receipt from the County, the final Official

1 Statement with a nationally recognized municipal securities  
2 information repository designated by the Securities and Exchange  
3 Commission.

4 The County will advise the managing underwriter, by written  
5 notice, of any "developments that impact the accuracy and com-  
6 pleteness of the key presentations" (within the meaning of Rule  
7 15c2-12) contained in the final Official Statement, which may  
8 occur during the period commencing on the date of the acceptance  
9 by the County of the successful proposal and ending on the 90th  
10 day next following that date of acceptance, unless the final  
11 official statement has been filed with such municipal securities  
12 information repository, in which event such period shall end on  
13 the 25th day.

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

22 DATED at Seattle, Washington, this \_\_\_\_ day of \_\_\_\_\_,  
23 1991.

24 Gerald A. Peterson, Clerk of the King County Council  
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ORDINANCE NO. **9812**

AN ORDINANCE making a supplemental appropriation of \$200,000 to systems services-telecommunications and appropriations totaling \$200,000 to other various county agencies in order to reimburse systems services-telecommunications for the purchase of consultant services for a radio communications system replacement study and design, amending Ordinance No. 9720, Sections 39, 59, 66, 78, 79, 80, and 87, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted a supplemental appropriation of \$200,000 to systems services-telecommunications from the systems services fund balance; a supplemental appropriation of \$122,000 to current expense, transfer to other funds, from the law, safety, and justice portion of current expense fund balance; a supplemental appropriation of \$20,000 to current expense, transfer to other funds, from current expense fund balance; a supplemental appropriation of \$24,000 to roads operating from the county road fund balance; a supplemental appropriation of \$4,000 to emergency medical services from the emergency medical services fund balance; a supplemental appropriation of \$10,000 to solid waste from the solid waste fund balance; a supplemental appropriation of \$2,000 to airport from the airport fund balance; and a supplemental appropriation of \$18,000 to stadium operating from the stadium operating fund balance.

SECTION 2. Ordinance No. 9720, Section 39, as amended, is hereby amended by adding thereto and inserting therein the following:

TRANSFER TO OTHER FUNDS - From the Current Expense Fund there is hereby appropriated to:

|  |            |
|--|------------|
| Transfer to Other Funds - CX                   | \$ 20,000  |
| Transfer to Other Funds - CX, Criminal Justice | \$ 122,000 |

SECTION 3. Ordinance No. 9720, Section 59, as amended, is hereby amended by adding thereto and inserting therein the following:

ROADS OPERATING - From the County Road Fund there is hereby appropriated to:

|                 |           |
|-----------------|-----------|
| Roads Operating | \$ 24,000 |
|-----------------|-----------|

SECTION 4. Ordinance No. 9720, Section 66, as amended is hereby amended by adding thereto and inserting therein the following:

1 EMERGENCY MEDICAL SERVICES FUND - From the Emergency Medical Services Fund  
2 there is hereby appropriated to:

3 Emergency Medical Services \$ 4,000

4 SECTION 5. Ordinance No. 9720, Section 78, as amended, is hereby amended  
5 by adding thereto and inserting therein the following:

6 SOLID WASTE - From the Solid Waste Fund there is hereby appropriated to:

7 Solid Waste \$ 10,000

8 SECTION 6. Ordinance No. 9720, Section 79, as amended, is hereby amended  
9 by adding thereto and inserting therein the following:

10 AIRPORT - From the Airport Fund there is hereby appropriated to:

11 Airport \$ 2,000

12 SECTION 7. Ordinance No. 9720, Section 80, as amended is hereby amended  
13 by adding thereto and inserting therein the following:

14 STADIUM OPERATING - From the Stadium Operating Fund there is hereby appro-  
15 priated to:

16 Stadium Operating \$ 18,000

17 SECTION 8. Ordinance No. 9720, Section 87, as amended is hereby amended  
18 by adding thereto and inserting therein the following:

19 SYSTEMS SERVICES-TELECOMMUNICATIONS - From the Systems Services Fund,  
20 there is hereby appropriated to:

21 Systems Services - Telecommunications \$ 200,000

22 INTRODUCED AND READ for the first time this 11<sup>th</sup> day of  
23 February, 1991

24 PASSED this 19<sup>th</sup> day of February, 1991.

26 KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

27 Doris North  
28 Chair

29 ATTEST:

30 Ronald A. Peterson  
Clerk of the Council

31 APPROVED this 1 day of March, 1991.

32 Jim Hill  
33 King County Executive

February 11, 1991  
NM/pb approord.pb

Introduced by: KENT PULLEN  
Proposed No.: 91-86

ORDINANCE NO. **9813**

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AN ORDINANCE appropriating \$186,348 from unappropriated Current Expense Funds to Capital Project Transfers; appropriating \$70,800 to provide for retrofitting of a courtroom for video recording; and repealing Section 5 of Ordinance No. 9530; amending Ordinance No. 9221, Section 41, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 9530, Section 5, is hereby repealed.

SECTION 2. Ordinance 9221, Section 41, as amended, is hereby amended by adding thereto and inserting therein the following:

CAPITAL PROJECT TRANSFERS - From the Current Expense Fund there is hereby appropriated to:

|  |           |
|--|-----------|
| Capital Project Transfers - CX               | \$186,348 |
| Capital Project Transfers - Criminal Justice | 70,800    |

INTRODUCED AND READ for the first time this 28<sup>th</sup> day of January, 1991.

PASSED this 19<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 1<sup>st</sup> day of March, 1991.

Jim Hill  
King County Executive



ORDINANCE NO. **9814**

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AN ORDINANCE authorizing and directing the county executive to negotiate a contract with a specific vendor for an engineering analysis and design of replacement of the county radio communication system subject to approval of an appropriations ordinance.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings and declaration of purpose. The council finds that:

A. Enactment of this ordinance is necessary for the health, welfare, benefit and safety of the residents of King County.

B. The radio communication system utilized by county agencies is urgently in need of replacement. Various agencies within the county are unable to communicate directly with each other. This would result in severe problems in the event of a major emergency. In addition, the county radio system is so old that new replacement parts can no longer be obtained. The current system also can not accommodate modern advancements such as the data transmission necessary to operate lap-top computers in public safety vehicles.

C. The county would be unable to communicate with other emergency service providers, such as the fire districts, in the event of a major emergency. Effective coordination of a disaster response would therefore be impossible.

D. Numerous other agencies, including fire districts, have indicated there is a need to replace their radio communications system with a county-wide network.

E. Vegamast Engineering was selected by the City of Seattle to design replacement of the Seattle radio communications system. This design is now complete and the city is proceeding with procurement of a replacement system.

F. Bellevue, Redmond and Kirkland jointly conducted a competitive selection process in order to acquire the services

1 of a vendor who could perform an engineering analysis of their  
2 radio communications system requirements. Vegamast Engineering  
3 was selected through this process and has now completed this  
4 engineering analysis for these cities.

5 G. The Seattle and eastside cities studies performed by  
6 Vegamast Engineering identified the opportunity to save  
7 millions of dollars if a coordinated radio communication system  
8 and microwave network is jointly developed by the county,  
9 cities and other emergency service providers.

10 H. An engineering analysis including a feasibility study,  
11 replacement recommendations, and system design is urgently  
12 needed for the remainder of the county outside Seattle and the  
13 eastside cities. This analysis is necessary in order to  
14 facilitate planning for a county-wide radio communications  
15 network and to maximize efficiency and cost savings.

16 I. The use of a new competitive selection process in order  
17 to obtain engineering services for the purpose of analyzing  
18 replacement of the county radio system would serve no public  
19 benefit but would merely duplicate the selection process ably  
20 performed by Seattle and the eastside cities. Initiating a new  
21 process would also unnecessarily delay the county's acquisition  
22 of a new radio communication system. This delay would  
23 irreparably harm the public interest and citizens of King  
24 County by postponing the effective date at which a coordinated  
25 radio communications system would be implemented countywide.

26 J. For the reasons set forth in this Section 1, the  
27 council finds that the sole source for an acceptable  
28 engineering analysis of radio communications system replacement  
29 and design of a anew radio system is Vegamast Engineering, that  
30 acquisition of these services as soon as possible is an  
31 emergency need, and that any competitive selection beyond that  
32 used by Seattle and the eastside cities should, therefore, be  
33 waived.

34 SECTION 2. The county executive is directed and authorized  
35 to dispense with any formal competitive selection for

1 procurement of the engineering services related to radio  
2 communication system replacement and to negotiate directly with  
3 Vegamast Engineering for the procurement of these services, to  
4 contract with Vegamast Engineering if acceptable terms are  
5 reached, and to report to the council the results of these  
6 negotiations.

7 INTRODUCED AND READ for the first time this 4th day  
8 of February, 1991.

9 PASSED this 19th day of February, 1991.

10 KING COUNTY COUNCIL  
11 KING COUNTY, WASHINGTON

12 Lois North  
13 Chair

14 ATTEST:

15 Gerald A. Peterson  
16 Clerk of the Council

17 APPROVED this 1st day of March, 1991.

18 Jim Dill  
19 King County Executive

20

1 February 14, 1991  
4015D/15

Introduced by Lois North

2 Proposed No. 90-616

3  
4 ORDINANCE NO. **9815**

5 AN ORDINANCE concurring with the recommendation  
6 of the Zoning and Subdivision Examiner to  
7 approve subject to conditions (modified) the  
8 Preliminary Plat of WEST HILL MERE, designated  
9 Building and Land Development File No. S90P0012.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 This ordinance does hereby adopt and incorporate herein the  
12 findings and conclusions contained in the report of the zoning  
13 and subdivision examiner dated January 30, 1991 which was filed  
14 with the clerk of the council on February 14, 1991 to approve  
15 subject to conditions (modified) the preliminary plat of West  
16 Hill Mere, designated by the building and land development  
17 division, file no. S90P0012, and the council does hereby adopt  
18 as its action the recommendation(s) contained in said report.

19 INTRODUCED AND READ for the first time this 16th day  
20 of July, 1990.

21 PASSED this 19th day of February, 1991.

22 KING COUNTY COUNCIL  
23 KING COUNTY, WASHINGTON

24 Lois North  
25 Chair

26 ATTEST:

27 Gerald A. Pota  
28 Clerk of the Council  
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1 February 14, 1991  
4015D/17

Introduced by Lois North

2 Proposed No. 90-774

3  
4 ORDINANCE NO. **9816**

5 AN ORDINANCE concurring with the recommendation  
6 of the Zoning and Subdivision Examiner to  
7 approve subject to conditions (modified) the  
8 Preliminary Plat of SHADOWS AT SWAN LAKE,  
9 designated Building and Land Development File  
10 No. S90P0018.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 This ordinance does hereby adopt and incorporate herein the  
13 findings and conclusions contained in the report of the zoning  
14 and subdivision examiner dated January 30, 1991 which was filed  
15 with the clerk of the council on February 14, 1991 to approve  
16 subject to condtions (modified) the preliminary plat of Shadows  
17 at Swan Lake, designated by the building and land development  
18 division, file no. S90P0018, and the council does hereby adopt  
19 as its action the recommendation(s) contained in said report.

20 INTRODUCED AND READ for the first time this 4th day  
21 of September, 1990.

22 PASSED this 19th day of February, 1991.

23 KING COUNTY COUNCIL  
24 KING COUNTY, WASHINGTON

25 Lois North  
26 Chair

27 ATTEST:

28 Donald A. Peter  
29 Clerk of the Council  
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1 February 7, 1991  
4015D/14

Introduced by Lois North

2 Proposed No. 90-797

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4 ORDINANCE NO. **9817**

5 AN ORDINANCE concurring with the recommendation  
6 of the Zoning and Subdivision Examiner to  
7 approve subject to conditions (modified) the  
8 Preliminary Plat Alteration of RIVERBEND  
9 HOMESITES DIVISION I, designated Building and  
10 Land Development File No. S9000501.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 This ordinance does hereby adopt and incorporate herein the  
13 findings and conclusions contained in the report of the zoning  
14 and subdivision examiner dated January 23, 1991 which was filed  
15 with the clerk of the council on February 7, 1991 to approve  
16 subject to conditions (modified) the preliminary plat Alteration  
17 of Riverbend Homesites Division I, designated by the building  
18 and land development division, file no. S9000501, and the  
19 council does hereby adopt as its action the recommendation(s)  
20 contained in said report.

21 INTRODUCED AND READ for the first time this 17th day  
22 of September, 1990.

23 PASSED this 19th day of February, 1991.

24 KING COUNTY COUNCIL  
25 KING COUNTY, WASHINGTON

26 Lois North  
27 Chair

28 ATTEST:

29 Gerald A. Peltier  
30 Clerk of the Council  
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1 February 14, 1991  
2 4015D/18

Introduced by Lois North

Proposed No. 90-801

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ORDINANCE NO. **9818**

AN ORDINANCE concurring with the recommendation of the Zoning and Subdivision Examiner to approve subject to conditions (modified) the Preliminary Plat of FOREST CREEK, designated Building and Land Development File No. S89P0133.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

This ordinance does hereby adopt and incorporate herein the findings and conclusions contained in the report of the zoning and subdivision examiner dated January 25, 1991 as modified by the examiner's notice of report correction dated January 28, 1991, which was filed with the clerk of the council on February 14, 1991 to approve subject to conditions (modified) the preliminary plat of Forest Creek, designated by the building and land development division, file no. S89P0133, and the council does hereby adopt as its action the recommendation(s) contained in said report.

INTRODUCED AND READ for the first time this 17<sup>th</sup> day of September, 1990.

PASSED this 19<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Guadalupe A. Peltier  
Clerk of the Council

1 February 14, 1991  
4015D/16

Introduced by North

2 Proposed No. 90-802

3  
4 ORDINANCE NO. **9819**

5 AN ORDINANCE concurring with the recommendation  
6 of the Zoning and Subdivision Examiner to  
7 approve subject to conditions (modified) the  
8 Preliminary Plat of AMBER HEIGHTS, designated  
9 Building and Land Development File No. S89P0152.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 This ordinance does hereby adopt and incorporate herein the  
12 findings and conclusions contained in the report of the zoning  
13 and subdivision examiner dated January 30, 1990 which was filed  
14 with the clerk of the council on February 14, 1991 to approve  
15 subject to conditions (modified) the preliminary plat of Amber  
16 Heights, designated by the building and land development  
17 division, file no. S89P0152, and the council does hereby adopt  
18 as its action the recommendation(s) contained in said report.

19 INTRODUCED AND READ for the first time this 17<sup>th</sup> day  
20 of September, 1990.

21 PASSED this 19<sup>th</sup> day of February, 1991.

22 KING COUNTY COUNCIL  
23 KING COUNTY, WASHINGTON

24 Lois North  
25 Chair

26 ATTEST:

27 Gerald G. Adams  
28 Clerk of the Council  
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ORDINANCE NO. **9820**

AN ORDINANCE concurring with the recommendation of the Zoning and Subdivision Examiner, amending King County Zoning Resolution No. 25789, as amended, by reclassifying certain property upon the application of ELI J. ALMO (aka TOZER), designated Building and Land Development File No. L90RZ014.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance adopts and incorporates the findings and conclusions of the January 25, 1991 report of the zoning and subdivision examiner, filed with the clerk of the council on February 14, 1991 on the application of Eli J. Almo (aka Tozer) to reclassify certain property described in building and land development file no. L90RZ014.

SECTION 2. The recommendation of the zoning and subdivision examiner to reclassify the subject property from M-H to RM-900 subject to conditions is hereby adopted by the council of King County. Those conditions, if any, which must be satisfied before this ordinance becomes effective must be satisfied within one year of council approval, or all authority granted by this ordinance shall expire and this ordinance shall be of no further force or effect. (If none, the effective date shall be ten days after enactment.) Upon this ordinance becoming effective, the building and land development division shall amend the official zoning maps of King County to reflect this action.

INTRODUCED AND READ for the first time this 5th day of November, 1990.

PASSED this 19th day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

ORDINANCE NO. **9821**

AN ORDINANCE concurring with the recommendation of the Zoning and Subdivision Examiner, amending King County Zoning Resolution No. 25789, as amended, by reclassifying certain property upon the application of ROSE SKAGEN, designated Building and Land Development File No. 203-89-R.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance adopts and incorporates the findings and conclusions of the January 30, 1991 report of the zoning and subdivision examiner, filed with the clerk of the council on February 14, 1991 on the application of Rose Skagen to reclassify certain property described in building and land development file no. 203-89-R.

SECTION 2. The recommendation of the zoning and subdivision examiner to reclassify the subject property from S-R to RM-2400-P subject to conditions is hereby adopted by the council of King County. Those conditions, if any, which must be satisfied before this ordinance becomes effective must be satisfied within one year of council approval, or all authority granted by this ordinance shall expire and this ordinance shall be of no further force or effect. (If none, the effective date shall be ten days after enactment.) Upon this ordinance becoming effective, the building and land development division shall amend the official zoning maps of King County to reflect this action.

INTRODUCED AND READ for the first time this 17<sup>th</sup> day of December, 1990.

PASSED this 19<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Posten  
Clerk of the Council

ORDINANCE NO. **9822**

AN ORDINANCE concurring with the recommendation of the Zoning and Subdivision Examiner, amending King County Zoning Resolution No. 25789, as amended, by reclassifying certain property upon the application of BOB BEEBE, designated Building and Land Development File No. L90RZ004.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance adopts and incorporates the findings and conclusions of the September 13, 1990 revised report of the zoning and subdivision examiner, filed with the clerk of the council on February 22, 1991 on the application of Bob Beebe to reclassify certain property described in building and land development file no. L90RZ004.

SECTION 2. The recommendation of the zoning and subdivision examiner to reclassify the subject property from RM-900-P (office use) to RM-900-P to allow maximum density multi-family housing, subject to conditions (modified), is hereby adopted by the council with the following modification:

- 2. Provide a 20-foot wide Type II buffer planted on a five-foot high berm along the west property line, consistent with Policy N-15 unless the applicant demonstrates to Building and Land Development Division that such plantings are not permitted by Puget Sound Power and Light within their right-of-way. In that case, the applicant will provide a 6-foot high solid wood fence along the west property line.

INTRODUCED AND READ for the first time this 29<sup>th</sup> day of May, 1990.  
PASSED this 19<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:  
Gerald G. Peterson  
Clerk of the Council

9823

ORDINANCE NO.

AN ORDINANCE concurring with the recommendation of the Zoning and Subdivision Examiner, amending King County Zoning Resolution No. 25789, as amended, by reclassifying certain property upon the application of PATRICK A. CUNNINGHAM, designated Building and Land Development File No. 105-89-R.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance adopts and incorporates the findings and conclusions of the October 26, 1990, amended report of the zoning and subdivision examiner, filed with the clerk of the council on February 22, 1991, on the application of Patrick A. Cunningham to reclassify certain property described in building and land development file no. 105-89-R.

SECTION 2. The recommendation of the zoning and subdivision examiner to reclassify the subject property from RS 9600-P (potential BR-C) to BRC-P, subject to conditions (modified), is hereby adopted by the council with the following modification:

- 9. Occupancy of the dwelling units shall be limited to individuals 62 years of age and older. This restriction shall be adopted by covenant or deed restriction in which King County is granted enforcement authority. The language of the covenant or other deed restriction shall be reviewed and approved by the Building and Land Development Division, and the Housing and Community Development Section.

INTRODUCED AND READ for the first time this 25<sup>th</sup> day of September, 1989.

PASSED this 19<sup>th</sup> day of February, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Bruce Laing  
Chair

ATTEST:

Arnold A. Peterson  
Clerk of the Council

ORDINANCE NO. 9824

AN ORDINANCE transferring \$20,654 from the Harborview 1% for Arts Reserve in Fund 320 and \$28,773 from the 1% for Art General Reserve in Fund 320 to Project No. 678290 in Fund 3961 and disappropriating \$28,773 from the 1% for Art Project No. 668270 in Fund 387; and amending Ordinance 9221, Section 92, Attachments 1 and 2, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted a transfer of \$20,654 from the Harborview 1% for Art Reserve in Fund 320 and \$28,773 from the 1% for Art General Reserve in Fund 320 to Project No. 678290, Boren Street Garage in Fund 3961.

SECTION 2. There is hereby approved and authorized a disappropriation of \$28,773 from 1% for Arts Project No. 668270 in Fund 387, Harborview Medical Construction - 1977.

SECTION 3. Ordinance No. 9221, Section 92, Attachments 1 and 2, as amended, is hereby amended by adding thereto and inserting therein the following:

CIP PROJECT APPROPRIATIONS - From the several capital improvement project funds, there is hereby appropriated and authorized to be disbursed the following amounts for the specific project identified below:

| <u>Fund</u> | <u>Capital Fund</u>                 |            |
|-------------|-------------------------------------|------------|
| 320         | 1% for Art                          | (\$49,427) |
| 3961        | Harborview Repair and Replacement   | \$49,427   |
| 3870        | Harborview Med. Construction - 1977 | (\$28,773) |

1 SECTION 4. The project information sheets attached hereto are hereby  
2 adopted.

3 INTRODUCED AND READ for the first time this 11th day of  
4 February, 1991

5 PASSED this 25th day of February, 1991.

6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

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9 Lois North  
Chair

10 ATTEST:

11  
12 Gerald A. Peterson  
Clerk of the Council

13 APPROVED this 8th day of March, 1991.

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15 Quinn Hill  
16 King County Executive  
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