

Resolution No. 31032

A RESOLUTION providing for the sale and issuance of The City of Seattle, Washington, Solid Waste Revenue and Refunding Bonds, 2007; specifying the amount, maturities, interest rates and other terms of the bonds; providing for the repayment and retirement of the City's Solid Waste Revenue Bond Anticipation Note, 2003 (Non Revolving Line of Credit); providing for the refunding of certain of the City's outstanding solid waste revenue bonds; providing for the call, payment and redemption of the outstanding bonds to be refunded; appointing a refunding trustee and approving the forms and execution of a refunding trust agreement; authorizing the purchase of certain obligations and the use and application of money derived from those obligations; authorizing the purchase of Reserve Insurance to satisfy the Reserve Requirement; and ratifying, confirming and approving the notice of bond sale and the actions of the Director of Finance relating to the sale of the bonds.

The City of Seattle – Legislative Department

Resolution sponsored by: McIver

Related Legislation File: _____

Date Introduced and Referred: <u>12-5-07</u>	To: (committee): <u>Full Council</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>12-5-07</u>	Date Presented to Mayor: <u>12/6/07</u>
Date Signed by Mayor: <u>12-11-07</u>	Date Returned to City Clerk: <u>12-11-07</u>
Published by Title Only	Date Returned Without Concurrence:
Published in Full Text <u>✓ 12</u>	

Committee Action:

Date	Recommendation	Vote

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
<u>12-5-07</u>	<u>Adopted</u> (ABSENT/EXCUSED: <u>SC DD RM PS</u>)	<u>5-0</u>

dw 12-13-07

THE CITY OF SEATTLE, WASHINGTON

RESOLUTION 31032

A RESOLUTION providing for the sale and issuance of The City of Seattle, Washington, Solid Waste Revenue and Refunding Bonds, 2007; specifying the amount, maturities, interest rates and other terms of the bonds; providing for the repayment and retirement of the City's Solid Waste Revenue Bond Anticipation Note, 2003 (Non Revolving Line of Credit); providing for the refunding of certain of the City's outstanding solid waste revenue bonds; providing for the call, payment and redemption of the outstanding bonds to be refunded; appointing a refunding trustee and approving the forms and execution of a refunding trust agreement; authorizing the purchase of certain obligations and the use and application of money derived from those obligations; authorizing the purchase of Reserve Insurance to satisfy the Reserve Requirement; and ratifying, confirming and approving the notice of bond sale and the actions of the Director of Finance relating to the sale of the bonds.

Adopted December 5, 2007

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RESOLUTION 31032

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4 Waste Revenue and Refunding Bonds, 2007; specifying the amount, maturities, interest
5 rates and other terms of the bonds; providing for the repayment and retirement of the
6 City's Solid Waste Revenue Bond Anticipation Note, 2003 (Non Revolving Line of
7 Credit); providing for the refunding of certain of the City's outstanding solid waste
8 revenue bonds; providing for the call, payment and redemption of the outstanding bonds
9 to be refunded; appointing a refunding trustee and approving the forms and execution of a
10 refunding trust agreement; authorizing the purchase of certain obligations and the use and
11 application of money derived from those obligations; authorizing the purchase of Reserve
12 Insurance to satisfy the Reserve Requirement; and ratifying, confirming and approving
13 the notice of bond sale and the actions of the Director of Finance relating to the sale of
14 the bonds.

15
16 WHEREAS, pursuant to Ordinance 118975 and Resolutions 29791, 29796 and 298906, The City
17 of Seattle, Washington (the "City") issued its Solid Waste Revenue Bonds, 1999, and
18 provided for the issuance of additional bonds having a lien and charge on the Net
19 Revenue of the Solid Waste System on a parity of lien with those bonds ("Parity Bonds")
20 upon compliance with certain conditions; and

21
22 WHEREAS, pursuant to Ordinance 119648 and Resolution 30061 (together, the "Refunded
23 Bond Legislation"), the City issued its Solid Waste Revenue Bonds, 1999, Series B, as
24 Parity Bonds; and

25
26 WHEREAS, pursuant to Ordinance 121940 (the "Refunding Bond Ordinance"), the City
27 authorized the issuance and sale of solid waste revenue bonds for the purpose, among
28 other things, of paying all or part of the costs of refunding the City's outstanding solid
waste revenue bonds; and

WHEREAS, pursuant to Ordinance 121254, as amended by Ordinance 121779 and 122263, the
City authorized the issuance and sale of its Parity Bonds in the aggregate principal
amount of \$31,800,000 for the purpose, among other things, of paying a portion of the
cost to carry out the Plan of Additions described therein, and, pending the issuance
thereof, the issuance of its Solid Waste Revenue Bond Anticipation Note, 2003 (the
"Bond Anticipation Note"); and

WHEREAS, pursuant to Ordinance 122498 (together with the Refunding Bond Ordinance and
Ordinance 121254, as amended by Ordinance 121779 and 122263, the "Authorizing
Ordinances"), the City authorized the issuance of Parity Bonds in the aggregate principal
amount of \$50,200,000 for the purpose of providing all or a part of the funds with which
to: (1) pay part of the costs of carrying out the plan of additions and betterments to and
extensions of the solid waste system; (2) refund and retire the Bond Anticipation Note;



1 (3) provide for the Reserve Requirement for the Parity Bonds authorized therein; and (4)
2 pay the costs of issuing and selling the Parity Bonds authorized therein; and

3 WHEREAS, the Authorizing Ordinances authorized the Director of Finance to conduct a public
4 or negotiated sale of the Bonds and to recommend to the City Council for its approval by
5 resolution the interest rates and other terms and matters relating to the Bonds consistent
6 with the Authorizing Ordinances; and

7 WHEREAS, pursuant to the Authorizing Ordinances, a preliminary official statement dated
8 November 28, 2007 (the "Preliminary Official Statement") for the public sale of the
9 Bonds has been prepared, an official notice of that sale (the "Notice of Bond Sale") was
10 given, a revised official bid form for that sale was distributed, bids have been received in
11 accordance with the Notice of Bond Sale, and the proposed sale of the Bonds to
12 Raymond James & Associates, Inc. (the "Purchaser") has been recommended to the City
13 Council for its approval with the interest rates and other terms of and matters relating to
14 the Bonds set forth in this resolution; NOW, THEREFORE,

15 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE**
16 **MAYOR CONCURRING, THAT:**

17 **Section 1. Definitions.** The meaning of capitalized terms used and not otherwise
18 defined in this resolution shall be as set forth in the Authorizing Ordinances.

19 **"Acquired Obligations"** means those Acquired Obligations (as such term is defined in
20 the Authorizing Ordinances) purchased to accomplish the refunding of the Refunded Bonds as
21 authorized by this resolution.

22 **"Authorizing Ordinances"** means, together, the Bond Ordinance and the Refunding
23 Bond Ordinance.

24 **"Bond Anticipation Note"** means the Solid Waste System Revenue Bond Anticipation
25 Note, 2003 (Non-Revolving Line of Credit), authorized by Ordinance 121254, as amended by
26 Ordinance 121779 and 122263,

27 **"Bond Insurer"** means MBIA Insurance Corporation.

28 **"Bond Ordinance"** means, together, Ordinance 122498 of the City and Ordinance
121254 of the City, as amended by Ordinance 121779 and 122263.

"Bonds" means the bonds authorized by the Bond Ordinance



1 **“Refunded Bond Legislation”** means Ordinance 119648 and Resolution 30061 of the
2 City.

3 **“Refunded Bonds”** means those Solid Waste Revenue Bonds, 1999, Series B identified
4 in Exhibit A.

5 **“Refunding Bond Ordinance”** means Ordinance 121940 of the City.

6 **“Refunding Plan”** means:

7 (a) the deposit with the Refunding Trustee of Bond proceeds (and other
8 money of the City, if necessary) sufficient to acquire the Acquired Obligations in the amounts
9 necessary to carry out the refunding of the Refunded Bonds as described below;

10 (b) the payment of the interest on the Refunded Bonds when due up to and
11 including November 1, 2009, and the call and payment and redemption on November 1, 2009, of
12 all of the outstanding Refunded Bonds at a price equal to 101% of the principal thereof;

13 **“Refunding Trust Agreement”** means the Refunding Trust Agreement between the City
14 and the Refunding Trustee relating to the Refunded Bonds, substantially in the form attached
15 hereto as Exhibit F.

16 **“Refunding Trustee”** means U.S. Bank National Association, serving as trustee or
17 escrow agent or any successor trustee or escrow agent.

18 **“Reserve Insurance Policy”** means the Municipal Bond Debt Service Reserve Insurance
19 Policy issued by the Bond Insurer to provide Reserve Insurance with respect to the Parity Bonds.

20 **Section 2. The Bonds.** The Bonds shall be issued in the aggregate principal amount of
21 \$82,175,000 and shall be called “The City of Seattle, Washington, Solid Waste Revenue and
22 Refunding Bonds, 2007.” The Bonds shall be in the denomination of \$5,000 or any integral
23 multiple thereof within a single maturity; shall be dated their date of initial delivery to the
24 Purchaser; shall be registered as to both principal and interest; and shall bear interest from their
25 date until the Bonds bearing such interest have been paid or their payment has been duly
26 provided for, payable semiannually on each February 1 and August 1, commencing February 1,
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2008; and shall mature on February 1 of the following years and in the following amounts and shall bear interest as follows:

<u>Maturity Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2008	\$ 55,000	4.00%	2021	\$2,960,000	5.00%
2009	1,650,000	4.00	2022	3,115,000	5.00
2010	1,980,000	4.00	2023	3,270,000	5.00
2011	2,075,000	5.00	2024	3,440,000	5.00
2012	2,185,000	5.00	2025	3,615,000	5.00
2013	2,295,000	5.00	2026	3,800,000	5.00
2014	2,415,000	5.00		***	***
2015	2,535,000	5.00	2029	12,610,000	5.00
2016	2,665,000	5.00		***	***
2017	2,800,000	5.00	2031	9,480,000	4.50
2018	2,950,000	5.00		***	***
2019	3,095,000	5.00	2033	10,370,000	4.50
2020	2,815,000	5.00			

Portions of the above maturity amounts are allocated, as shown in the schedule set forth in Exhibit B, to carrying out the Refunding Plan, to retiring the Bond Anticipation Note and for the other purposes specified in this resolution. Those allocations are subject to amendment by the tax certificate for the Bonds to be executed by the Director of Finance.

Section 3. Optional Redemption. Bonds maturing on or before February 1, 2017 shall be issued without the right or option of the City to redeem those Bonds prior to their stated maturity dates. The City reserves the right and option to redeem Bonds maturing on and after February 1, 2018, prior to their stated maturity dates, at any time on and after February 1, 2017 as a whole or in part within one or more maturities to be selected by the City (in the manner specified in the Authorizing Ordinances) at par plus accrued interest, if any, to the date fixed for redemption.

Section 4. Mandatory Redemption. Bonds maturing in the years 2029, 2031 and 3033 are designated as Term Bonds and, if not redeemed under the optional redemption provisions set forth above or purchased in the open market under the provisions set forth in the Authorizing



1 Ordinances, shall be called for redemption in accordance with the Authorizing Ordinances at par
2 plus accrued interest on February 1 in years and amounts as follows:

3 **2029 Term Bonds**

<u>Mandatory Redemption Year</u>	<u>Mandatory Redemption Amount</u>
2027	\$3,995,000
2028	4,200,000
2029* (*maturity)	4,415,000

8 **2031 Term Bonds**

<u>Mandatory Redemption Year</u>	<u>Mandatory Redemption Amount</u>
2030	\$4,635,000
2031* (*maturity)	4,845,000

12 **2033 Term Bonds**

<u>Mandatory Redemption Year</u>	<u>Mandatory Redemption Amount</u>
2032	\$5,070,000
2033* (*final maturity)	5,300,000

17 **Section 5. Form of Bonds.** The Bonds shall be substantially in the form attached hereto
18 as Exhibit C.

19 **Section 6. Sale and Delivery of Bonds.** The City finds that the sale and delivery of the
20 Bonds to Raymond James & Associates, Inc. (the "Purchaser") at the interest rates and under the
21 conditions set forth in the Authorizing Ordinances, this resolution, the Notice of Bond Sale
22 attached hereto as Exhibit D, and the electronic bid of the Purchaser, a printed copy of which is
23 attached hereto as Exhibit E, is in the City's best interest and therefore approves, confirms and
24 ratifies the award of the Bonds to the Purchaser.

25 **Section 7. Authorization of Official Statement.** The Director of Finance is hereby
26 authorized and directed to review and approve on behalf of the City a final official statement (the
27 "Official Statement") with respect to the Bonds, substantially in the form of the Preliminary
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1 Official Statement and supplemented or amended as he, with the approval of Bond Counsel,
2 deems necessary or appropriate.

3 **Section 8. Provisions for Satisfying Reserve Requirement through Reserve**
4 **Insurance.**

5 (a) **Purchase of Reserve Insurance.** The City authorizes the Director of
6 Finance to satisfy the Reserve Requirement either by depositing proceeds of the Bonds in the
7 Reserve Subaccount or by purchasing the Reserve Insurance Policy from the Bond Insurer
8 pursuant to the Municipal Bond Insurance Debt Service Reserve Insurance Commitment (the
9 "Commitment") to be delivered to the City by the Bond Insurer.

10 (b) **Approval and Authorization of Reserve Agreement.** In accordance
11 with the Authorizing Ordinances, the Director of Finance, on behalf of the City, is authorized to
12 accept the Commitment and to enter into an Insurance Agreement with the Insurer, substantially
13 in the form attached to the Commitment, with such changes and additions as are deemed
14 necessary or appropriate by the Director of Finance, consistent with the terms of the Authorizing
15 Ordinances and this resolution, and approved by the Bond Insurer. Any reimbursement
16 obligation of the City under the Insurance Agreement shall be an obligation solely of the Solid
17 Waste System and shall not be a general obligation of the City.

18 **Section 9. Use of Bond Proceeds; Refunding Plan.** The principal proceeds of the
19 Bonds received by the City and other money of the City (if necessary), shall be applied as
20 follows (the amounts to be determined by the Director of Finance prior to the issuance of the
21 Bonds):

22 (a) An amount sufficient to repay outstanding principal of the Bond
23 Anticipation Note and interest, if any, shall be paid to Bank of America, N.A.;

24 (b) an amount sufficient to carry out the Refunding Plan shall be deposited
25 immediately upon the receipt thereof with the Refunding Trustee and used to discharge the
26 obligations of the City relating to the Refunded Bonds under the Refunded Bond Legislation
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1 pursuant to the Refunding Plan, as defined herein and modified or amplified by the Refunding
2 Trust Agreement;

3 (c) an amount sufficient to pay the premium for the Reserve Insurance Policy
4 (for the purpose of satisfying the Reserve Requirement) shall be paid to the Bond Insurer; and

5 (d) the balance of the Bond proceeds shall be deposited in the account(s)
6 within the Solid Waste System Fund as designated by the Director of Finance, and shall be used
7 to pay costs of issuing the Bonds, and for the purposes described in the Bond Ordinance.

8 The Director of Finance is authorized and directed to take all action necessary to pay and
9 redeem the Bond Anticipation Note.

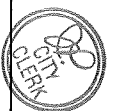
10 The Refunding Plan shall be carried out, and proceeds of the Bonds shall be applied, in
11 accordance with the Authorizing Ordinances, the Refunded Bond Legislation, the Refunding
12 Trust Agreement, this resolution and the laws of the State.

13 **Section 10. Calls for Redemption of the Refunded Bonds.** In accordance with the
14 Refunded Bond Legislation and as a part of the Refunding Plan, the City calls the Refunded
15 Bonds for redemption on the dates and at the redemption prices set forth in the Refunding Plan,
16 plus accrued interest to the date fixed for redemption.

17 Such call for redemption shall be irrevocable after the delivery of the Bonds to the
18 Purchaser.

19 The proper officials of the City are authorized and directed to give or cause to be given
20 such notices as are required, at the times and in the manner required, pursuant to the Refunded
21 Bond Legislation, in order to effect the redemption prior to their maturity of the Refunded
22 Bonds.

23 **Section 11. City Findings With Respect to Refunding.** The City finds and determines
24 that the issuance and sale of the Bonds will effect a savings to the City and its ratepayers. In
25 making such finding and determination, the City has given consideration to the fixed maturities
26 and scheduled redemptions of the Bonds and the Refunded Bonds, the costs of issuance of the
27 Bonds, and the known earned income from the investment of the proceeds of the issuance and
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1 sale of the Bonds and other money, if any, of the City used in the Refunding Plan pending
2 payment and redemption of the Refunded Bonds. The City further finds and determines that the
3 money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with
4 the Authorizing Ordinances and this resolution will discharge and satisfy the obligations of the
5 City with respect to the Refunded Bonds under the Refunded Bond Legislation, and the pledges,
6 charges, trusts, covenants and agreements of the City therein made or provided for as to the
7 Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding
8 under the Refunded Bond Legislation immediately upon the deposit of such money with the
9 Refunding Trustee.

10 **Section 12. Appointment of Refunding Trustee and Authorization of Refunding**
11 **Trust Agreement.** U.S. Bank National Association, is appointed as Refunding Trustee. The
12 Director of Finance is authorized and directed to execute and deliver to the Refunding Trustee
13 the Refunding Trust Agreement with such modifications as the Director of Finance determines
14 are necessary and appropriate and are consistent with the Authorizing Ordinances and this
15 resolution.

16 **Section 13. City Finding as to Sufficiency of Gross Revenues.** The City finds and
17 determines (i) that the Gross Revenue and benefits to be derived from the operation and
18 maintenance of the Solid Waste System at the rates to be charged from time to time for solid
19 waste and other services and commodities from the Solid Waste System consistent with the
20 Authorizing Ordinances, will be sufficient to meet all Operation and Maintenance Expenses and
21 to permit the setting aside into the Bond Account out of the Gross Revenue of amounts sufficient
22 to pay the principal of and interest on the Bonds and any mandatory redemption requirements
23 when due, and (ii) that in fixing the amounts to be paid into the Bond Account the City has
24 exercised due regard for Operation and Maintenance Expenses, and has not bound and obligated
25 itself to set aside and pay into the Bond Account a greater amount or proportion of the Gross
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1 Revenue than in the judgment of the City will be available over and above the Operation and
2 Maintenance Expenses.

3 **Section 14. Undertaking to Provide Continuing Disclosure.** This Section constitutes
4 the written undertaking (the "Undertaking") for the benefit of the holders of the Bonds as
5 required by paragraph (b)(5) of SEC Rule 15c2-12 (the "Rule"), and pursuant to the Authorizing
6 Ordinances. For purposes of this Undertaking, the term "holders of the Bonds" shall have the
7 meaning intended for such term under the Rule. The City as an "obligated person" within the
8 meaning of the Rule undertakes to provide or cause to be provided, either directly or through a
9 designated agent:

10 (a) To each nationally recognized municipal securities information repository
11 designated by the SEC in accordance with the Rule (each "NRMSIR"), and to a state information
12 depository, if one is established in the State of Washington and recognized by the SEC (the
13 "SID"), annual financial information and operating data regarding the Solid Waste System of the
14 type included in the Official Statement for the Bonds, as follows: (i) annual financial statements
15 of the Solid Waste System, prepared in accordance with generally accepted accounting principles
16 applicable to governmental units (except as otherwise noted therein), as such principles may be
17 changed from time to time and as permitted by State law, which statements will not be audited,
18 except that if and when audited financial statements are otherwise prepared and available to the
19 City they will be provided; (ii) a statement of authorized, issued and outstanding bond debt
20 secured by the Net Revenue of the Solid Waste System; (iii) debt service coverage ratios;
21 (iv) summary operating statistics for the Solid Waste System, including population served, solid
22 waste revenue and billed solid waste use; and (v) current solid waste rates.

23
24 Annual financial information, as described above, will be provided to each NRMSIR and
25 the SID, not later than the last day of the ninth month after the end of each fiscal year of the City
26 (currently, a fiscal year ending December 31), as such fiscal year may be changed as permitted or
27 required by State law, commencing with the City's fiscal year which ends December 31, 2007.
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1 The annual financial information may be provided in a single or in multiple documents, and may
2 be incorporated by reference from other documents, including official statements of debt issues
3 with respect to which the City is an obligated person as defined by the Rule, which documents
4 have been filed with each NRMSIR and the SID. If the document incorporated by reference is a
5 “final official statement” (as defined by the Rule) with respect to which the City is an obligated
6 person it must be available from the Municipal Securities Rulemaking Board (“MSRB”).

7 (b) To each NRMSIR or to the MSRB, and to the SID, timely notice of the
8 occurrence of any of the following events with respect to the Bonds, if material: (i) principal and
9 interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on
10 debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit
11 enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or
12 their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the
13 Bonds; (vii) modifications to the rights of the holders of the Bonds; (viii) Bond calls (other than
14 scheduled mandatory redemptions of Term Bonds); (ix) defeasances; (x) release, substitution, or
15 sale of property securing repayment of the Bonds; and (xi) rating changes.

16 (c) To each NRMSIR or to the MSRB, and to the SID, timely notice of a
17 failure by the City to provide required annual financial information on or before the date
18 specified in paragraph (a) above.

19 This Undertaking may be amended without the consent of any holder of any Bond, any
20 broker, dealer, municipal securities dealer, participating underwriter, rating agency, NRMSIR,
21 the SID or the MSRB, under the circumstances and in the manner permitted by the Rule. The
22 City will give notice to each NRMSIR or the MSRB, and to the SID, of the substance (or provide
23 a copy) of any amendment to the Undertaking and a brief statement of the reasons for the
24 amendment. If the amendment changes the type of annual financial information to be provided,
25 the annual financial information containing the amended information will include a narrative
26 explanation of the effect of that change on the type of information being provided.
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1 If the City fails to comply with this Undertaking, the City will proceed with due diligence
2 to cause such noncompliance to be corrected as soon as practicable after the City learns of that
3 failure. No failure by the City or other obligated person to comply with this Undertaking shall
4 constitute a default with respect to the Bonds. The sole remedy of any holder of a Bond will be
5 to take such actions as that holder deems necessary and appropriate to compel the City or other
6 obligated person to comply with this Undertaking.

7 This Undertaking shall inure to the benefit of the City and any holder of the Bonds, and
8 shall not inure to the benefit of or create any rights in any other person.

9 At its option and to the extent authorized by the SEC, the City may make any filing under
10 this Undertaking by transmitting the required filing using <http://www.disclosureusa.org> (or such
11 other centralized agent as may be approved by the SEC).

12 **Section 15. Termination of Undertaking.** The City's obligations under the
13 Undertaking described in Section 14 of this resolution shall terminate upon the legal defeasance,
14 prior redemption, or payment in full of all of the then outstanding Bonds. In addition, the
15 Undertaking, or any provision thereof, will be null and void if the City (i) obtains an opinion of
16 nationally recognized bond counsel or other counsel familiar with federal securities laws to the
17 effect that those portions of the Rule which require the City to comply with the Undertaking, or
18 any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the
19 Bonds; and (ii) notifies the SID and either the MSRB or each then existing NRMSIR of such
20 termination.

21 **Section 16. General Authorization.** The Mayor and the Director of Finance and each
22 of the other appropriate officers of the City are each authorized and directed to do everything as
23 in their judgment may be necessary, appropriate or desirable in order to carry out the terms and
24 provisions of, and complete the transactions contemplated by, the Authorizing Ordinances and
25 this resolution.

26 **Section 17. Severability.** The provisions of this resolution are declared to be separate
27 and severable. If a court of competent jurisdiction, all appeals having been exhausted or all
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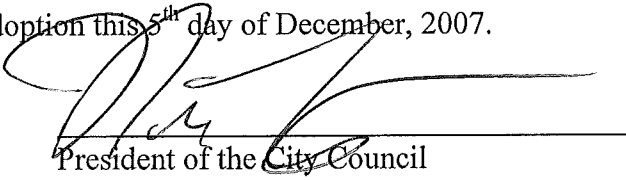
1 appeal periods having run, finds any provision of this resolution to be invalid or unenforceable as
2 to any person or circumstance, such offending provision shall, if feasible, be deemed to be
3 modified to be within the limits of enforceability or validity. However, if the offending
4 provision cannot be so modified, it shall be null and void with respect to the particular person or
5 circumstance, and all other provisions of this resolution in all other respects, and the offending
6 provision with respect to all other persons and all other circumstances, shall remain valid and
7 enforceable.

8 **Section 18. Ratification of Prior Acts.** Any action taken consistent with the authority
9 of this resolution, after its passage but prior to the effective date, is ratified, approved, and
10 confirmed.

11 **Section 19. Incorporation by Reference.** Each of Exhibit A, Exhibit B, Exhibit C,
12 Exhibit D, Exhibit E and Exhibit F attached to this resolution is by this reference incorporated
13 herein.

14 **Section 20. Section Headings.** The Section headings in this resolution are used for
15 convenience only and shall not constitute a substantive portion of this resolution.

16 ADOPTED by the City Council the 5th day of December, 2007, and signed by me in open
17 session in authentication of its adoption this 5th day of December, 2007.

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President of the City Council

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22 THE MAYOR CONCURRING

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24 _____
25 Gregory J. Nickels, Mayor

26 Filed by me this 11th day of December, 2007

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City Clerk



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LIST OF EXHIBITS

- Exhibit A – Refunded Bonds
- Exhibit B – Allocation of Bonds
- Exhibit C – Bond Form
- Exhibit D – Notice of Bond Sale and Revised Official Bid Form
- Exhibit E – Printed Version of Electronic Bid
- Exhibit F – Refunding Trust Agreement

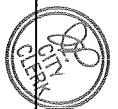


EXHIBIT A
REFUNDED BONDS

Issue Name	Dated Date	Outstanding Principal Amount	Principal Amount Refunded	Maturities Refunded
Solid Waste Revenue Bonds, 1999, Series B (the "1999B Bonds")	10/1/1999	\$3,915,000	\$3,415,000	2010 - 2019

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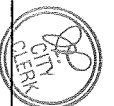


EXHIBIT B

ALLOCATION OF BONDS

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Maturity Year	Other Purposes	1999 Refunding	Bond Anticipation Note Retirement	Total
2008	\$	55,000	\$	\$ 55,000
2009	1,170,000	-	480,000	1,650,000
2010	1,215,000	265,000	500,000	1,980,000
2011	1,265,000	280,000	530,000	2,075,000
2012	1,335,000	295,000	555,000	2,185,000
2013	1,400,000	310,000	585,000	2,295,000
2014	1,470,000	330,000	615,000	2,415,000
2015	1,550,000	340,000	645,000	2,535,000
2016	1,625,000	360,000	680,000	2,665,000
2017	1,715,000	375,000	710,000	2,800,000
2018	1,805,000	400,000	745,000	2,950,000
2019	1,895,000	415,000	785,000	3,095,000
2020	1,985,000		830,000	2,815,000
2021	2,090,000		870,000	2,960,000
2022	2,200,000		915,000	3,115,000
2023	2,310,000		960,000	3,270,000
2024	2,430,000		1,010,000	3,440,000
2025	2,555,000		1,060,000	3,615,000
2026	2,685,000		1,115,000	3,800,000
2027	2,820,000		1,175,000	3,995,000
2028	2,965,000		1,235,000	4,200,000
2029	3,120,000		1,295,000	4,415,000
2030	3,280,000		1,355,000	4,635,000
2031	3,425,000		1,420,000	4,845,000
2032	3,585,000		1,485,000	5,070,000
2033	3,745,000		1,555,000	5,300,000



1 this Bond is duly presented for payment and not paid on its maturity or call date, then interest
2 shall continue to accrue at the Interest Rate identified above until this Bond, both principal and
3 interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond
Account and this Bond has been called for payment by giving notice to the Registered Owner.

4 Principal of and premium, if any, and interest on this Bond are payable in lawful money
5 of the United States of America. Principal of and premium, if any, are payable only to the
6 Registered Owner upon presentation and surrender of this Bond at the principal office of the
7 fiscal agency of the City (presently, The Bank of New York, New York, New York) or such
8 other paying agents as designated by the City upon notice to the Registered Owners of the Bonds
9 (the "Bond Registrar"). Payment of each installment of interest shall be made to the Registered
10 Owner whose name appears on the registration books of the City maintained by the Bond
11 Registrar (the "Bond Register") at the close of business on the 15th day of the month next
12 preceding the interest payment date (the "Record Date"), and shall be paid by check or draft of
13 the Bond Registrar mailed on the interest payment date to the Registered Owner at the address
appearing on the Bond Register or, when requested in writing by a registered owner of
\$1,000,000 or more in principal amount of the Bonds by wire transfer to an account in the United
States designed in writing by such registered owner prior to the Record Date. Notwithstanding
the foregoing, as long as this Bond is registered in the name of Cede & Co., as nominee of The
Depository Trust Company ("DTC"), payment of principal, premium, if any, and interest shall be
made as provided in the Letter of Representations.

14 This Bond is one of an authorized issue of bonds designated The City of Seattle,
15 Washington, Solid Waste Revenue and Refunding Bonds, 2007 (the "Bonds"), aggregating
16 \$82,175,000 in principal amount, maturing annually in the years 2008 through 2026, inclusive,
17 and 2029, 2031 and 2033, of like date, tenor and effect, except as to numbers, denominations,
18 options of redemption, maturity dates, and interest rates. The Bonds are issued by the City
19 pursuant to Ordinance, 121254, as amended by Ordinance 121779 and Ordinance 122263,
20 Ordinance 121940, Ordinance 122498, Resolution 30638, and Resolution 31032 of the City
21 (collectively, the "Bond Legislation") for the purposes of providing all or a part of the funds with
22 which to (i) pay part of the costs of carrying out the plan of additions and betterments to and
23 extensions of the Solid Waste System described in the Bond Legislation (the "Plan of
Additions"), (ii) refund certain of the City's outstanding Solid Waste Revenue Bonds, 1999,
Series B; (iii) refund and retire the City's outstanding solid waste revenue bond anticipation note;
[(iv) provide for the Reserve Requirement;] and (v) pay the costs of issuing and selling the
Bonds, all as provided in the Bond Legislation. The Bonds are issued in fully registered form in
the denomination of \$5,000 or any integral multiple thereof within a single maturity.

24 The Bonds and the Outstanding Parity Bonds are special limited obligations of the City
25 payable from and secured solely by the Net Revenue of the Solid Waste System and by money in
26 the Bond Account, including the Reserve Subaccount required by the Bond Legislation, which
pledge constitutes a lien and charge upon the Net Revenue of the Solid Waste System prior and
superior to all other liens and charges whatsoever.

27 THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY PAYABLE
28 SOLELY FROM THE SOURCES IDENTIFIED HEREIN AND IN THE BOND



1 LEGISLATION AND ARE NOT GENERAL OBLIGATIONS OF THE CITY, THE STATE
2 OF WASHINGTON OR ANY OTHER POLITICAL SUBDIVISION THEREOF. THE
3 BONDS DO NOT CONSTITUTE A LIEN OR CHARGE UPON ANY GENERAL FUND OR
4 UPON ANY MONEY OR OTHER PROPERTY OF THE CITY, THE STATE OR ANY
OTHER POLITICAL SUBDIVISION THEREOF NOT SPECIFICALLY PLEDGED
THERETO BY THE BOND LEGISLATION.

5 Bonds maturing in the years 2008 through 2017, inclusive, are issued without the right or
6 option of the City to redeem those Bonds prior to their stated maturity dates. The City reserves
7 the right and option to redeem Bonds maturing on or after February 1, 2018, prior to their stated
8 maturity dates at any time on or after February 1, 2017, as a whole or in part (within one or more
9 maturities selected by the City in the manner specified in the Bond Legislation, at par plus
10 accrued interest, if any, to the date fixed for redemption.

11 Bonds maturing in 2029, 2031 and 2033 are Term Bonds and, if not redeemed under the
12 optional redemption provisions set forth above or purchased in the open market under the
13 provisions set forth below, shall be called for redemption by lot (in such manner as the Bond
14 Registrar shall determine) at par plus accrued interest on February 1 in years and amounts as
15 follows:

16 **2029 Term Bonds**

Mandatory Redemption Year	Mandatory Redemption Amount
2027	\$3,995,000
2028	4,200,000
2029* (*maturity)	4,415,000

17 **2031 Term Bonds**

Mandatory Redemption Year	Mandatory Redemption Amount
2030	\$4,635,000
2031* (*maturity)	4,845,000

18 **2033 Term Bonds**

Mandatory Redemption Year	Mandatory Redemption Amount
2032	\$5,070,000
2033* (*final maturity)	5,300,000

19 The par amount of the Term Bonds previously redeemed by optional call or purchased in
20 the open market (irrespective of their actual redemption or purchase prices) shall be credited
21 against one or more scheduled mandatory redemption amounts for those Term Bonds. The City
22



1 shall determine the manner in which the credit is to be allocated and shall notify the Bond
2 Registrar in writing of its allocation at least 60 days prior to the earliest mandatory redemption
3 date for that maturity of Term Bonds for which notice of redemption has not already been given.

4 Any Bond in the principal amount of greater than \$5,000 may be redeemed partially in
5 any integral multiple of \$5,000. In such event, upon surrender of that Bond to the Bond
6 Registrar, there shall be issued to the Registered Owner a new Bond (or Bonds, at the option of
7 the Registered Owner), of the same maturity and interest rate in any of the denominations
8 authorized by the Bond Legislation in the aggregate principal amount remaining unredeemed,
9 without charge therefor.

10 Notice of any intended redemption of Bonds shall be given not less than 30 nor more than
11 60 days prior to the date fixed for redemption by first class mail, postage prepaid, to the
12 Registered Owner of each Bond to be redeemed at the address appearing on the Bond Register at
13 the time the Bond Registrar prepares the notice, and the requirements of the Bond Legislation
14 shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or
15 not it is actually received by the owner of any Bond. Interest on the Bonds called for redemption
16 shall cease to accrue on the date fixed for redemption unless the Bond or Bonds called are not
17 redeemed when presented pursuant to the call. In addition, the redemption notice shall be mailed
18 within the same period, postage prepaid, to Moody's Investors Service, Inc., and Standard &
19 Poor's at their offices in New York, New York, or their successors, to the Bond Insurer at its
20 principal office, or its successor, to each NRMSIR or the MSRB and to such other persons and
21 with such additional information as the Director of Finance shall determine, but these additional
22 mailings shall not be a condition precedent to the redemption of Bonds.

23 Notwithstanding the foregoing, for as long as the Bonds are registered in the name of
24 Cede & Co., as nominee of DTC, Bonds shall be selected for redemption and notice of
25 redemption shall be given in accordance with the Letter of Representations.

26 The City further reserves the right and option to purchase any or all of the Bonds in the
27 open market at any time at any price acceptable to the City plus accrued interest to the date of
28 such purchase.

Reference is made to the Bond Legislation for other covenants and declarations of the
City and other terms and conditions upon which this Bond has been issued, which terms and
conditions, including, but not limited to, terms pertaining to defeasance, are made a part hereof
by this reference. Reference also is made to the Bond Legislation for the definitions of the
capitalized terms used and not otherwise defined herein. The City irrevocably and
unconditionally covenants that it will keep and perform all of the covenants of this Bond and of
the Bond Legislation.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of
Authentication hereon has been signed by the Bond Registrar.



1 The principal of, premium, if any, and interest on this Bond shall be paid only to the
2 Registered Owner as of the Record Date set forth above and to no other person or entity, and this
3 Bond may not be assigned except on the Bond Register.

4 In the manner and subject to the limitations set forth in the Bond Legislation, this Bond
5 may be transferred by the Registered Owner or by such Owner's authorized agent at the Bond
6 Registrar on completion of the assignment form appearing hereon and surrender and cancellation
7 of this Bond. Upon such transfer, a new Bond (or Bonds, at the option of the new Registered
8 Owner) of an equal aggregate principal amount and of the same interest rate and maturity in any
9 authorized denomination will be issued to the new Registered Owner, without charge, in
10 exchange therefor. This Bond and other Bonds may be surrendered to the Bond Registrar and
11 exchanged, without charge, for an equal aggregate principal amount of Bonds of the same
12 interest rate and maturity in any authorized denomination. The Bond Registrar shall not be
13 obligated to transfer or exchange any Bond during the period between the Record Date and the
14 next succeeding principal or interest payment or redemption date.

15 The City and the Bond Registrar may deem and treat the Registered Owner of this Bond
16 as its absolute owner for the purpose of receiving payment of principal, premium, if any, and
17 interest and for all other purposes, and neither the City nor the Bond Registrar shall be affected
18 by any notice to the contrary other than proper notice of assignment. As used herein, Registered
19 Owner means the person or entity named as Registered Owner of this Bond on the front hereof
20 and on the Bond Register.

21 It is certified that all acts, conditions and things required to be done precedent to and in
22 the issuance of this Bond have been done, have happened and have been performed as required
23 by law.

24 IN WITNESS WHEREOF, the City has caused this Bond to be executed on behalf of the
25 City by the facsimile signatures of its Mayor and Finance Director and a facsimile reproduction
26 of the seal of the City to be printed hereon, this _____ day of December, 2007.

27 THE CITY OF SEATTLE, WASHINGTON

28 By _____
Mayor

By _____
Director of Finance



1 Date of Authentication: _____
2

3 CERTIFICATE OF AUTHENTICATION

4 This Bond is one of the fully registered City of Seattle, Washington, Solid Waste
5 Revenue and Refunding Bonds, 2007, described in the Bond Legislation.

6 WASHINGTON STATE FISCAL AGENT
7 Bond Registrar

8 By _____
9 Authorized Signer

10 [STATEMENT OF INSURANCE
11

12 MBIA Insurance Corporation (the "Insurer") has issued a policy containing the following
13 provisions, such policy being on file at the principal office of the fiscal agency of the State of
14 Washington in New York, New York.

15 The Insurer, in consideration of the payment of the premium and subject to the terms of
16 this policy, hereby unconditionally and irrevocably guarantees to any owner, as hereinafter
17 defined, of the following described obligations, the full and complete payment required to be
18 made by or on behalf of the Issuer to the fiscal agent of the State of Washington in New York,
19 New York, or its successor (the "Paying Agent") of an amount equal to (i) the principal of (either
20 at the stated maturity or by any advancement of maturity pursuant to a mandatory sinking fund
21 payment) and interest on, the Obligations (as that term is defined below) as such payments shall
22 become due but shall not be so paid (except that in the event of any acceleration of the due date
23 of such principal by reason of mandatory or optional redemption or acceleration resulting from
24 default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking
25 fund payment, the payments guaranteed hereby shall be made in such amounts and at such times
26 as such payments of principal would have been due had there not been any such acceleration);
27 and (ii) the reimbursement of any such payment which is subsequently recovered from any
28 owner pursuant to a final judgment by a court of competent jurisdiction that such payment
constitutes an avoidable preference to such owner within the meaning of any applicable
bankruptcy law. The amounts referred to in clauses (i) and (ii) of the preceding sentence shall be
referred to herein collectively as the "Insured Amounts." "Obligations" shall mean:

\$82,175,000

THE CITY OF SEATTLE, WASHINGTON
SOLID WASTE REVENUE AND REFUNDING BONDS, 2007

Upon receipt of telephonic or telegraphic notice, such notice subsequently confirmed in
writing by registered or certified mail, or upon receipt of written notice by registered or certified



1 mail, by the Insurer from the Paying Agent or any owner of an Obligation the payment of an
2 Insured Amount for which is then due, that such required payment has not been made, the
3 Insurer on the due date of such payment or within one business day after receipt of notice of such
4 nonpayment, whichever is later, will make a deposit of funds, in an account with U.S. Bank
5 Trust National Association in New York, New York, or its successor, sufficient for the payment
6 of any such Insured Amounts which are then due. Upon presentment and surrender of such
7 Obligations or presentment of such other proof of ownership of the Obligations, together with
8 any appropriate instruments of assignment to evidence the assignment of the Insured Amounts
9 due on the Obligations as are paid by the Insurer, and appropriate instruments to effect the
10 appointment of the Insurer as agent for such owners of the Obligations in any legal proceeding
11 related to payment of Insured Amounts on the Obligations, such instruments being in a form
12 satisfactory to U.S. Bank Trust National Association, U.S. Bank Trust National Association shall
13 disburse to such owners or the Paying Agent payment of the Insured Amounts due on such
14 Obligations, less any amount held by the Paying Agent for the payment of such Insured Amounts
15 and legally available therefor. This policy does not insure against loss of any prepayment
16 premium which may at any time be payable with respect to any Obligation.

11 As used herein, the term "owner" shall mean the registered owner of any Obligation as
12 indicated in the books maintained by the Paying Agent, the Issuer, or any designee of the Issuer
13 for such purpose. The term owner shall not include the Issuer or any party whose agreement
14 with the Issuer constitutes the underlying security for the Obligations.

14 Any service of process on the Insurer may be made to the Insurer at its offices located at
15 113 King Street, Armonk, New York 10504 and such service of process shall be valid and
16 binding.

17 This policy is non-cancellable for any reason. The premium on this policy is not
18 refundable for any reason including the payment prior to maturity of the Obligations.

19 MBIA INSURANCE CORPORATION]

20
21 ASSIGNMENT

22 For value received, the undersigned Registered Owner does sell, assign and transfer unto:

23 _____
24 (name, address and social security or other identifying number of assignee)

25 the within-mentioned Bond and irrevocably constitutes and appoints _____
26 _____ to transfer the same on the Bond Register with full
27 power of substitution in the premises.

28 DATED: _____.



1
2 _____
Registered Owner

3 (NOTE: The signature above must correspond with
4 the name of the Registered Owner as it appears on
5 the front of this Bond in every particular, without
6 alteration or enlargement or any change
whatsoever.)

7 Signature Guaranteed:

8
9 _____
10 (NOTE: Signature must be guaranteed
pursuant to law.)



Years (February 1)	Serial Maturities or Amortization Installments ⁽¹⁾	Years (February 1)	Serial Maturities or Amortization Installments ⁽¹⁾
2008	\$ 55,000	2021	\$ 2,920,000 ⁽²⁾
2009	1,605,000	2022	3,070,000 ⁽²⁾
2010	1,950,000	2023	3,230,000 ⁽²⁾
2011	2,050,000	2024	3,395,000 ⁽²⁾
2012	2,155,000	2025	3,570,000 ⁽²⁾
2013	2,265,000	2026	3,750,000 ⁽²⁾
2014	2,385,000	2027	3,945,000 ⁽²⁾
2015	2,500,000	2028	4,145,000 ⁽²⁾
2016	2,630,000	2029	4,360,000 ⁽²⁾
2017	2,760,000	2030	4,585,000 ⁽²⁾
2018	2,910,000 ⁽²⁾	2031	4,820,000 ⁽²⁾
2019	3,055,000 ⁽²⁾	2032	5,065,000 ⁽²⁾
2020	2,780,000 ⁽²⁾	2033	5,325,000 ⁽²⁾

(1) Preliminary, subject to change.

(2) These amounts will constitute principal maturities of the Bonds unless Term Bonds are specified by the successful bidder, in which case these amounts may constitute mandatory sinking fund redemptions of Term Bonds.

Redemption

The Bonds maturing on or before February 1, 2017, are not subject to redemption prior to maturity. The City reserves the right and option to redeem Bonds maturing on or after February 1, 2018, prior to their stated maturity dates at any time on and after February 1, 2017, as a whole or in part (within one or more maturities to be selected by the City and randomly within a maturity in such manner as the Bond Registrar may determine) at a price of par plus accrued interest to the date fixed for redemption.

Purpose

The Bonds are being issued (i) to pay for part of the costs of various projects of the City's Solid Waste System, (ii) to refund certain outstanding bonds of the City's Solid Waste System, as described under "Use of Proceeds—Refunding Plan," (iii) repay the City's outstanding solid waste revenue line of credit, and (iv) to pay the issuance costs of the Bonds.

Security

The Bonds are special limited obligations of the City payable from and secured solely by the Net Revenue of the Solid Waste System and by money in the Bond Account. This pledge constitutes a lien and charge on Net Revenue on a parity with that of any other Parity Bonds and prior and superior to any other lien or charge. See "Security for the Bonds."

The Bonds do not constitute general obligations of the City, the State of Washington (the "State") or any political subdivision of the State, or a lien or charge upon any general fund or upon any money or other property of the City, the State or any political subdivision of the State not specifically pledged thereto by the ordinances authorizing the issuance of the Bonds. Neither the full faith and credit nor the taxing power of the City, nor any revenues of the City derived from sources other than the Solid Waste System, are pledged to the payment of the Bonds.

BIDDING INFORMATION AND AWARD

Bidders are invited to submit bids for the purchase of the Bonds fixing the interest rate or rates that the Bonds will bear. Interest rates bid shall be in multiples of 1/8 or 1/20 of one percent, or both. No more than one rate of interest may be fixed for any one maturity.



1 No bid will be considered for the Bonds that is less than an amount equal to 99 percent of the par value of the Bonds
2 or more than an amount equal to 106 percent of the par value of the Bonds. Bidders must bid on the entire offering
3 of the Bonds. Each individual maturity must be reoffered at a yield that will produce a price of not less than
4 98 percent of the principal amount for that maturity. For the purpose of the preceding sentence, "price" shall be
5 defined as the lesser of the price at the earliest optional redemption date or the price at the maturity date. All bids
6 shall be without condition.

7 The City strongly encourages the inclusion of Women and Minority Business Enterprise firms in bidding syndicates.

8 **Adjustment of Principal Amounts Before Bid Opening**

9 Bidders are advised that the City may increase or decrease the total principal amount of the Bonds and/or the
10 amounts of individual maturities stated in this Official Notice of Bond Sale prior to the bidding. Reasons for this
11 change could include, but are not limited to, the City's decision to alter or not to proceed with the Refunding Plan
12 (as described in the Official Statement under "Use of Proceeds—Refunding Plan"). If such changes are made, they
13 will be reflected in the Official Bid Form to be made available through Parity.

14 **Bidding Process**

15 By submitting an electronic bid for the Bonds, the bidder agrees to the following terms and conditions:

- 16 (i) If any provision in this Official Notice of Bond Sale conflicts with information or terms provided to or
17 required of the bidder by Parity, this Official Notice of Bond Sale (including any amendments issued by
18 wire service) and the Official Bid Form shall control. Information provided by Parity to bidders shall form
19 no part of any bid or of any contract between the successful bidder and the City unless that information is
20 included in this Official Notice of Bond Sale or in the Official Bid Form provided by the City.
- 21 (ii) The bidder is solely responsible for making necessary arrangements to access Parity for purposes of
22 submitting a timely bid in compliance with the requirements of this Official Notice of Bond Sale (including
23 any amendments issued by the City through a wire service) and the Official Bid Form to be made available
24 by the City.
- 25 (iii) The City shall have no duty or obligation to provide or assure access to Parity, and shall not be responsible
26 for the proper operation of Parity or have any liability for, any delays or interruptions of, or any damages
27 caused by, use or attempted use of Parity.
- 28 (iv) Parity is not the City's agent, but rather is an acceptable bidder's agent for the bidder's convenience in
submitting its bid to the City.
- (v) The City will regard the electronic transmission of each bid it receives through Parity (including
information regarding the purchase price of the Bonds and interest rates for any maturity of the Bonds) as
being submitted on the Official Bid Form to be made available by the City and executed on behalf of the
named bidder by a duly authorized signatory.
- (vi) If an electronic bid is accepted by the City, this Official Notice of Bond Sale (including any amendments
issued by the City through a wire service), the Official Bid Form to be made available by the City and the
information regarding the purchase price of the Bonds, any Term Bonds specified, and the interest rates for
any maturity of the Bonds that is submitted electronically to the City through Parity shall form a contract
between the bidder and the City, and the bidder shall be bound by the terms of such contract whether or not
the bidder in fact attempted or intended to submit a bid on those terms.

29 **Good Faith Deposit**

30 All bids must be backed by a good faith deposit in the amount of \$800,000. The good faith deposit shall be in the
31 form of either a financial surety bond or a certified or bank cashier's check, each payable to the order of The City of
32 Seattle and received by the City not later than the time bids are to be received. Each such check will be returned
33 promptly if the bid is not accepted. The City reserves the right to invest the deposit of the successful bidder pending
34



1 payment for the Bonds, and the successful bidder will not receive credit for any earnings on such investment. The
2 deposit will be applied to the purchase price of the Bonds.

3 If a financial surety bond is used, it must be from a surety company pre-approved by the City. The City has pre-
4 approved Financial Security Assurance Inc. Acknowledgement that such financial surety bond has been issued
5 must be received by the City's Financial Advisor prior to the bid opening and must identify each bidder whose
6 deposit is guaranteed. If the Bonds are awarded to a bidder using a financial surety bond, that bidder shall submit its
7 good faith deposit to the City in the form of a certified or bank cashier's check or by wire transfer, no later than
8 2:00 p.m., Pacific Time, on the next business day following the award. If the deposit in such form is not received by
9 that time, the City may draw on the financial surety bond to satisfy the deposit requirement. If the financial surety
10 bond is called upon and the City has not received the good faith deposit in such form from the surety company that
11 provided the bond within two business days following the bid award, the City may cancel the bid award and have no
12 further obligation to that bidder. The City may, in addition and without limitation, take such steps as it deems
13 appropriate against the provider of the financial surety bond or the successful bidder or both to obtain the amount of
14 the good faith deposit and, in the event the City cancels the bid award, retain the recovered amount as reasonable
15 liquidated damages and not as a penalty.

16 The good faith deposit of the successful bidder shall be retained by the City as security for the performance of the
17 successful bid and shall be applied to the purchase price of the Bonds upon the delivery of the Bonds to the
18 successful bidder. Pending delivery of the Bonds, the good faith deposit may be invested for the sole benefit of the
19 City. If the Bonds are ready for delivery and the successful bidder fails or neglects to complete the purchase of such
20 Bonds within 30 days following the acceptance of its bid, the good faith deposit shall be retained by the City as
21 reasonable liquidated damages and not as a penalty.

22 **Award**

23 The Bonds will be sold to the bidder making a bid conforming to the terms of the offering and which, on the basis of
24 the City's determination of the lowest true interest cost, is the best bid. The true interest cost to the City will be the
25 rate that, when used to discount to the date of the Bonds all future payments of principal and interest (using
26 semiannual compounding and a 30/360 day basis), produces an amount equal to the bid amount, without regard to
27 the interest accrued to the date of delivery of the Bonds. If there are two or more equal bids and those bids are the
28 best bids received, the Director of Finance will determine by lot which bid will be presented to the City Council.

The City reserves the right to reject any or all bids submitted and to waive any formality or irregularity in the bid or
bidding process. If all bids are rejected, then the Bonds may be sold in the manner provided by law. Any bid
presented after the time specified for the receipt of bids will not be accepted, and any bid not backed by the required
good faith deposit at the time of opening that bid will not be read or considered. The successful bid shall remain in
effect until 5:00 p.m., Pacific Time, on the business day following such bid opening.

29 **Adjustment of Principal Amounts and Bid Price After Bid Opening**

30 The City reserves the right to increase or decrease the preliminary principal amount of the Bonds by an amount not
31 to exceed ten percent (10%) following the opening of the bids. The City also reserves the right to increase or
32 decrease the preliminary principal amount of any maturity shown on the Official Bid Form by an amount not to
33 exceed the greater of \$500,000 or fifteen percent (15%) of the preliminary principal amount of that maturity. The
34 price bid by the successful bidder will be adjusted by the City on a proportionate basis to reflect an increase or
35 decrease in the principal amount and maturity schedule within 24 hours after the bid opening. In the event that the
36 City elects to alter the bond size after the bid pursuant to this Official Notice of Sale, the underwriter's discount,
37 expressed in dollars per thousand, will be held constant. The City will not be responsible in the event and to the
38 extent that any adjustment affects (i) the net compensation to be realized by the successful bidder or (ii) the true
interest cost of the winning bid or its ranking relative to other bids.

39 **Issue Price Information**

40 Upon award of the Bonds, the successful bidder shall advise the City and Bond Counsel of the initial reoffering
41 prices at which each maturity of the Bonds is reasonably expected on the sale date to be sold to the public (the



1 “Initial Reoffering Prices”), for the City’s inclusion in the final Official Statement for the Bonds. Simultaneously
2 with or before delivery of the Bonds, the successful bidder shall furnish to the City and Bond Counsel a certificate in
3 form and substance acceptable to Bond Counsel:

- 3 (i) confirming the Initial Reoffering Prices,
- 4 (ii) certifying that a *bona fide* offering of the Bonds has been made to the public (excluding bond houses,
5 brokers and other intermediaries),
- 6 (iii) stating the initial price at which a substantial amount (at least ten percent) of each maturity of the Bonds
7 was sold to the public (excluding bond houses, brokers and other intermediaries), and
- 8 (iv) if the initial price at which a substantial amount of any maturity of such series of the Bonds does not
9 conform to the Initial Reoffering Price of that maturity, providing an explanation of the facts and
10 circumstances that resulted in that nonconformity.

11 **Insurance**

12 Bids for the Bonds shall not be conditioned upon obtaining insurance or any other credit enhancement, or upon City
13 acceptance of the terms of insurance or other credit enhancement. If the Bonds qualify for issuance of any policy of
14 municipal bond insurance or commitment therefor, any purchase of such insurance or commitment therefor shall be
15 at the sole option and expense of the bidder and any increased costs of issuance of the Bonds resulting by reason of
16 such insurance, unless otherwise paid, shall be paid by such bidder, but shall not, in any event, be paid by the City.
17 Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve
18 the purchaser of its contractual obligations arising from the City’s acceptance of such purchaser’s bid for the Bonds.
19 If the successful bidder purchases insurance for the Bonds, the City may require the successful bidder to furnish to
20 the City and Bond Counsel a certificate in form and substance acceptable to Bond Counsel confirming that the
21 present value (calculated using the same yield as the yield on the Bonds) of the insurance premium is less than the
22 present value (calculated using the same yield as the yield on the Bonds) of the interest cost savings represented by
23 the comparative differences between interest amounts that would have been payable on the various maturities of the
24 Bonds at interest rates on the Bonds issued with and without the insurance on the Bonds.

25 **Modifications**

26 The terms and conditions of this Official Notice of Bond Sale are subject to modification by the Director of Finance.
27 Any such modification will be communicated by wire service not less than 24 hours prior to the time the bids are to
28 be received.

29 **DELIVERY**

30 The City will deliver the Bonds (consisting of one certificate for each maturity) to DTC in New York, New York, or
31 to the Bond Registrar on behalf of DTC by Fast Automated Securities Transfer, prior to the date of closing. Closing
32 shall occur within 30 days after the sale date. Settlement shall be in immediately available federal funds in Seattle,
33 Washington, on the date of delivery.

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

38 **Legal Opinion**

39 The approving legal opinion of Foster Pepper PLLC, Seattle, Washington, Bond Counsel, will be provided to the
40 purchaser at the time of the delivery of the Bonds. A no-litigation certificate will be included in the closing papers
41 of the Bonds.



1 **CUSIP Numbers**

2 It is anticipated that CUSIP identification numbers will appear on the Bonds if requested by the purchaser, but
3 neither the failure to insert such numbers on the Bonds nor any error with respect thereto shall constitute cause for a
4 failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms
5 of this Official Notice of Bond Sale. The purchaser is responsible for obtaining CUSIP numbers for the Bonds, and
6 the charge of the CUSIP Service Bureau shall be paid by the purchaser.

7 **CONTINUING DISCLOSURE UNDERTAKING**

8 In order to assist bidders in complying with paragraph (b)(5) of SEC Rule 15c2-12, the City will undertake to
9 provide certain annual financial information and notices of the occurrence of certain events, if material. A
10 description of this undertaking is set forth in the Preliminary Official Statement and also will be set forth in the final
11 Official Statement.

12 **OFFICIAL STATEMENT AND OTHER INFORMATION**

13 At closing, the City will furnish a certificate of an official or officials of the City, relying on the opinions of Bond
14 Counsel where appropriate, stating that, to the best knowledge of such official(s) as of the date of the Official
15 Statement and as of the date of delivery of the Bonds:

- 16 (i) the information (including financial information) regarding the City and Seattle Public Utilities (including
17 the Solid Waste System) contained in the Official Statement was and is true and correct in all material
18 respects and did not and does not contain any untrue statement of a material fact or omit any statement or
19 information which is necessary to make the statements therein, in light of the circumstances under which
20 they were made, not misleading (however, the City will make no representation regarding Bond Counsel's
21 form of opinion or the information provided by DTC, The Bank of New York or any entity providing bond
22 insurance, reserve insurance or other credit facility); and
23 (ii) the descriptions and statements, including financial data, of or pertaining to other bodies and their activities
24 contained in the Official Statement have been obtained from sources that the City believes to be reliable,
25 and the City has no reason to believe that they are untrue in any material respect.

26 The Preliminary Official Statement will be deemed final by the City for the purpose of paragraph (b)(1) of SEC Rule
27 15c2-12, but is subject to revision, amendment and completion in a final Official Statement, which the City will
28 deliver, at the City's expense, to the purchaser through its designated representative not later than seven business
days after the City's acceptance of the purchaser's bid. The City will provide no more than 250 copies of the final
Official Statement without charge. Additional copies will be provided at the purchaser's expense.

By submitting the successful proposal, the purchaser's designated representative agrees to file the final Official
Statement or cause it to be filed with the Municipal Securities Rulemaking Board within one business day following
its receipt from the City.

The Preliminary Official Statement (with the Official Notice of Bond Sale) and the Official Bid Form may be
obtained upon request to the City's Debt Manager, 600 Fourth Avenue, Sixth Floor, Seattle, Washington, 98124-
4747 (telephone: (206) 684-8347) or to Seattle-Northwest Securities Corporation, 1420 Fifth Avenue, Suite 4300,
Seattle, Washington, 98101 (telephone: (206) 628-2882).

DATED at Seattle, Washington, this 28th day of November, 2007.

25 /s/ Dwight D. Dively
26 Director of Finance



EXHIBIT E

ELECTRONIC BID OF PURCHASER

PARITY Bid Form

Page 1 of 2

Raymond James & Associates, Inc. - St. Petersburg, FL's Bid

**Seattle
 \$81,280,000
 Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 83,966,818.89, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Call Date
02/01/2008	55M	4.0000	3.1500	100.108	
02/01/2009	1,605M	4.0000	3.1800	100.904	
02/01/2010	1,950M	4.0000	3.2000	101.636	
02/01/2011	2,050M	5.0000	3.2600	105.143	
02/01/2012	2,155M	5.0000	3.3300	106.399	
02/01/2013	2,265M	5.0000	3.4000	107.478	
02/01/2014	2,385M	5.0000	3.4900	108.271	
02/01/2015	2,500M	5.0000	3.5600	109.000	
02/01/2016	2,630M	5.0000	3.6900	109.130	
02/01/2017	2,760M	5.0000	3.7500	109.589	
02/01/2018	2,910M	5.0000	3.8600	108.702	02/01/2017
02/01/2019	3,055M	5.0000	3.9400	108.062	02/01/2017
02/01/2020	2,780M	5.0000	4.0100	107.505	02/01/2017
02/01/2021	2,920M	5.0000	4.0800	106.953	02/01/2017
02/01/2022	3,070M	5.0000	4.1400	106.481	02/01/2017
02/01/2023	3,230M	5.0000	4.2000	106.013	02/01/2017
02/01/2024	3,395M	5.0000	4.2600	105.546	02/01/2017
02/01/2025	3,570M	5.0000	4.3000	105.237	02/01/2017
02/01/2026	3,750M	5.0000	4.2500	105.624	02/01/2017
02/01/2027					
02/01/2028					
02/01/2029	12,450M	5.0000	4.3900	104.545	02/01/2017
02/01/2030					
02/01/2031	9,405M	4.5000	4.6350	98.091	
02/01/2032					
02/01/2033	10,390M	4.5000	4.6351	98.001	

Total Interest Cost: \$ 59,801,895.35
 Premium: \$ 2,686,818.89
 Net Interest Cost: \$ 57,115,076.46
 TIC 4.506142
 Gross Prod.: \$ 84,735,354.05
 Accrued Interest: \$ 0.00
 Total Insurance Premium:
 Time Last Bid Received: 12/05/2007 7:59:09 PST

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

Bidder: Raymond James & Associates, Inc., St. Petersb



PARITY Bid Form

Page 1 of 2

Raymond James & Associates, Inc. - St. Petersburg, FL's Bid

**Seattle
 \$81,280,000
 Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 83,966,818.89, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2008	55M	4.0000
02/01/2009	1,605M	4.0000
02/01/2010	1,950M	4.0000
02/01/2011	2,050M	5.0000
02/01/2012	2,155M	5.0000
02/01/2013	2,265M	5.0000
02/01/2014	2,385M	5.0000
02/01/2015	2,500M	5.0000
02/01/2016	2,630M	5.0000
02/01/2017	2,760M	5.0000
02/01/2018	2,910M	5.0000
02/01/2019	3,055M	5.0000
02/01/2020	2,780M	5.0000
02/01/2021	2,920M	5.0000
02/01/2022	3,070M	5.0000
02/01/2023	3,230M	5.0000
02/01/2024	3,395M	5.0000
02/01/2025	3,570M	5.0000
02/01/2026	3,750M	5.0000
02/01/2027		
02/01/2028		
02/01/2029	12,450M	5.0000
02/01/2030		
02/01/2031	9,405M	4.5000
02/01/2032		
02/01/2033	10,390M	4.5000

Total Interest Cost: \$ 59,801,895.35
 Premium: \$ 2,686,818.89
 Net Interest Cost: \$ 57,115,076.46
 TIC: 4.506142
 Gross Prod.: \$ 84,735,354.05
 Accrued Interest: \$ 0.00
 Total Insurance Premium:
 Time Last Bid Received: 12/05/2007 7:59:09 PST

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

Bidder: Raymond James & Associates, Inc., St. Petersburg



PARITY Bid Form

Page 1 of 2

Merrill Lynch & Co. - New York, NY's Bid

**Seattle
 \$81,280,000
 Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 84,941,008.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2008	55M	4.2500
02/01/2009	1,605M	4.2500
02/01/2010	1,950M	4.2500
02/01/2011	2,050M	4.2500
02/01/2012	2,155M	4.2500
02/01/2013	2,265M	5.0000
02/01/2014	2,385M	5.0000
02/01/2015	2,500M	5.0000
02/01/2016	2,630M	5.0000
02/01/2017	2,760M	5.0000
02/01/2018	2,910M	5.0000
02/01/2019	3,055M	5.0000
02/01/2020	2,780M	5.0000
02/01/2021	2,920M	5.0000
02/01/2022	3,070M	5.0000
02/01/2023	3,230M	5.0000
02/01/2024	3,395M	5.0000
02/01/2025	3,570M	5.0000
02/01/2026	3,750M	5.0000
02/01/2027		
02/01/2028		
02/01/2029	12,450M	5.0000
02/01/2030		
02/01/2031		
02/01/2032		
02/01/2033	19,795M	5.0000

Total Interest Cost: \$ 62,047,365.24
 Premium: \$ 3,861,008.75
 Net Interest Cost: \$ 58,386,356.49
 TIC 4.548122
 Gross Prod.: \$ 85,851,629.80
 Accrued Interest: \$ 0.00
 Total Insurance Premium:
 Time Last Bid Received: 12/05/2007 7:59:53 PST

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

Bidder: Merrill Lynch & Co., New York, NY



Morgan Stanley - San Francisco, CA's Bid

**Seattle
 \$81,280,000
 Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 80,524,096.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2008	55M	4.0000
02/01/2009	1,605M	4.0000
02/01/2010	1,950M	4.0000
02/01/2011	2,050M	4.0000
02/01/2012	2,155M	4.0000
02/01/2013	2,265M	4.0000
02/01/2014	2,385M	4.0000
02/01/2015	2,500M	4.0000
02/01/2016	2,630M	4.0000
02/01/2017	2,760M	4.0000
02/01/2018	2,910M	4.0000
02/01/2019	3,055M	4.0000
02/01/2020	2,780M	4.0000
02/01/2021	2,920M	4.1000
02/01/2022	3,070M	4.2000
02/01/2023	3,230M	4.2500
02/01/2024	3,395M	4.2500
02/01/2025	3,570M	4.3750
02/01/2026	3,750M	4.3750
02/01/2027		
02/01/2028		
02/01/2029	12,450M	5.0000
02/01/2030		
02/01/2031		
02/01/2032		
02/01/2033	19,795M	4.5000

Total Interest Cost: \$ 55,491,348.13
 Discount: \$ 755,904.00
 Net Interest Cost: \$ 56,247,252.13
 TIC 4.525428
 Gross Prod.: \$ 81,832,457.40
 Accrued Interest: \$ 0.00
 Total Insurance Premium:
 Time Last Bid Received: 12/05/2007 7:59:43 PST

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

Bidder: Morgan Stanley, San Francisco, CA



1 Acquired Obligations, will provide sufficient money (assuming that all principal
2 of and interest on the Acquired Obligations are paid on the due dates thereof and
3 assuming no reinvestment of such maturing principal and interest) to pay interest
4 on the Refunded Bonds when due up to and including November 1, 2009, and on
November 1, 2009, call, pay, and redeem all of the outstanding Refunded Bonds
at a price of par; and

5 (d) The receipt by the Refunding Trustee of the maturing installments
6 of principal of and interest on the Acquired Obligations; and

7 (e) The Refunding Trustee's payment to the fiscal agent of the State of
8 Washington of money sufficient to make the payments on the Refunded Bonds set
forth herein;

9 and

10 WHEREAS, upon the issuance of the Bonds to carry out the Refunding Plan under the
11 authority of chapter 39.53 RCW and other laws of the State of Washington (collectively, the
12 "Refunding Bond Act"), the principal amount of the Refunded Bonds no longer shall be
13 considered outstanding pursuant to the defeasance provisions of Ordinance 119648 and
14 Resolution 30061 that authorized the issuance of the Refunded Bonds (the "Refunded Bond
Legislation"); and

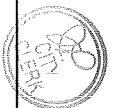
15 WHEREAS, the City Council of the City has found that the refunding of the Refunded
16 Bonds, through the issuance of the Bonds, is beneficial and will realize a debt service savings to
the City and its ratepayers; and

17 WHEREAS, the City Council of the City, pursuant to the Bond Legislation, has duly and
18 validly authorized the execution and delivery of this Refunding Trust Agreement, the delivery of
19 the proceeds of the Bonds to the Refunding Trustee, the purchase by the Refunding Trustee of
the Acquired Obligations and the carrying out of the Refunding Plan;

20 NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and
21 for the benefit of the City, the parties hereto agree as follows:

22 Section 1. Delivery of Money to Refunding Trustee. On the Date of Closing, the
23 City shall cause to be delivered to the Refunding Trustee all of the proceeds of the refunding
portion of the Bonds.

24 Section 2. Investment and Expenditure of Money. On the Date of Closing, the
25 Refunding Trustee shall apply \$3,634,352.00 to pay on behalf of the City the purchase and/or
26 subscription prices of the Acquired Obligations, from the sources, in the principal amounts, with
27 the dates of maturity and bearing the interest rates or yields set forth in Exhibit A, and \$1.91 to
28 establish a beginning cash balance. Upon receipt thereof, the Refunding Trustee shall deliver to



1 the City copies of the documents evidencing the purchase of and payment for the Acquired
2 Obligations. Investments in mutual funds and unit investment trusts are prohibited.

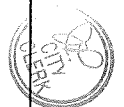
3 [On the Date of Closing, the Refunding Trustee shall pay the costs of issuance and sale of
4 the Bonds as set forth on the attached Exhibit B from the Bond proceeds deposited with the
5 Refunding Trustee and not needed to refund the Refunded Bonds, and shall transfer all
6 remaining proceeds to the City for application in accordance with the Bond Legislation.]

7 Section 3. Sufficiency of Acquired Obligations. Based upon the Verification, the City
8 represents that the Acquired Obligations and the maturing principal thereof and the interest
9 thereon, if paid when due, together with the beginning cash balance, shall be sufficient to make
10 when due the payments required by the Refunding Plan. Such amounts coming due are
11 sometimes referred to hereinafter as the "payments described in Section 3." The schedules of the
12 sources, amounts, maturities, and interest rates or yields of the Acquired Obligations and of the
13 Refunded Bonds that will fulfill the foregoing requirements are set forth in the Verification.

14 Section 4. Collection of Proceeds of Acquired Obligations and Application of Such
15 Proceeds and Money. The Refunding Trustee shall present for payment and shall collect and
16 receive on the due dates thereof the maturing installments of the principal of and the interest on
17 the Acquired Obligations and any Substitute Obligations (defined hereinafter). The Refunding
18 Trustee shall make payments, but only in the amounts received pursuant to this section, in a
19 timely manner to the Fiscal Agent of the State of Washington (the "Fiscal Agent") of the
20 amounts to be paid on the Refunded Bonds as shown in the Verification. Those payments shall
21 be made by check, wire transfer, or such other method of transfer of funds as shall be agreed
22 upon by the Refunding Trustee and the Fiscal Agent.

23 Section 5. Notice of Defeasance/Notice of Redemption. The Refunding Trustee agrees
24 to give a notice of defeasance and a notice of redemption of the Refunded Bonds pursuant to the
25 terms of the Refunded Bonds, and in substantially the forms attached hereto as and as described
26 in Exhibits C and D, to the Fiscal Agent for distribution as described therein. The notice of
27 defeasance shall be given immediately following the execution of this Refunding Trust
28 Agreement, and the notice of redemption shall be given in accordance with the Refunded Bond
Legislation. The cost of giving the notice shall be paid by the City.

Section 6. All Obligations and Money and Proceeds Thereof Held in Trust. The
Refunding Trustee irrevocably agrees to hold the Acquired Obligations, the Substitute
Obligations, if any, the principal thereof and interest thereon, and any other money it may
receive pursuant to this Refunding Trust Agreement and any reinvestments thereof made
pursuant to Sections 8 and 9 hereof, in trust and separate at all times from all other funds and
investments held by the Refunding Trustee, solely for the purpose of making the payments
described in Section 3. The City irrevocably conveys, transfers, and assigns to the Refunding
Trustee the Acquired Obligations, any Substitute Obligations, the principal thereof and the
interest thereon, and any other money and investments deposited with the Refunding Trustee
pursuant to this Refunding Trust Agreement, for the purpose of making such payments. The
Refunding Trustee shall not sell, transfer, assign, or hypothecate any Acquired Obligations,
reinvestments, or Substitute Obligations except pursuant to Sections 8, 9, 13 and 14 hereof.



1 Section 7. Reports. The Refunding Trustee shall submit a report to the City, at least
2 semiannually, which report shall set forth the cash, Acquired Obligations, and any Substitute
3 Obligations held hereunder by the Refunding Trustee, the obligations which have matured and
4 amounts received by the Refunding Trustee by reason of such maturity, the interest earned on
5 such obligations, a list of any investments or reinvestments made by the Refunding Trustee in
6 other obligations and the interest and/or principal derived therefrom, the amounts paid to the
Fiscal Agent, and any other transaction of the Refunding Trustee pertaining to its duties and
obligations as set forth herein.

7 Section 8. Substitution of Different Obligations or Other Investments. The City reserves
8 the right to substitute from time to time for Acquired Obligations initially purchased in
9 accordance with Section 2 hereof, or for obligations purchased under this section, other
10 noncallable, nonprepayable direct obligations of the United States of America and/or obligations
11 unconditionally guaranteed by the United States of America as to full and timely payment of
principal and interest authorized to be acquired with the proceeds of Bonds under the Refunding
Bond Act (the "Substitute Obligations"). Prior to effecting any such substitution, the City shall
have obtained at its expense and delivered to the Refunding Trustee:

12 (a) A verification by a nationally recognized independent certified
13 public accounting firm acceptable to the Refunding Trustee confirming that the
14 maturing principal of and interest on the Substitute Obligations and any remaining
15 Acquired Obligations to be held by the Refunding Trustee in the refunding
16 escrow, if paid when due and assuming no reinvestment thereof, together with any
other cash then held by the Refunding Trustee, will be sufficient to carry out the
Refunding Plan and make all remaining payments described in Section 3; and

17 (b) An opinion from Foster Pepper PLLC, bond counsel to the City, its
18 successor or other nationally recognized bond counsel to the City, that the
19 disposition and substitution or purchase of such securities, under the statutes,
20 rules, and regulations then in force and applicable to the Bonds, will not cause the
21 interest on the Bonds or the Refunded Bonds to be included in gross income for
federal income tax purposes and that such disposition and substitution or purchase
is in compliance with the statutes and regulations applicable to the Bonds.

22 If the verification delivered to the Refunding Trustee pursuant to Section 8(a) shows that surplus
23 money not needed to make the payments described in Section 3 will result from the sale, transfer,
24 or other disposition of Acquired Obligations and the substitution of Substitute Obligations
25 therefor, that surplus money at the written request of the City shall be released from the trust
estate and shall be transferred to the City to be used for any lawful City purpose, subject to any
restrictions stated in the opinion of bond counsel required by Section 8(b).

26 Section 9. Reinvestment of Proceeds of Acquired and/or Substitute Obligations. The
27 proceeds (principal and interest) and reinvestment proceeds of any Acquired Obligations and/or
28 Substitute Obligations held by the Refunding Trustee in accordance with this Refunding Trust
Agreement, which are not needed within five business days of the receipt thereof to make the



1 payments described in Section 3, shall be reinvested by the Refunding Trustee, but only upon
2 receipt of written request of the City, on such date of receipt or the next business day. The City
3 shall direct such reinvestment subject to the following conditions:

4 (a) Except as provided in subsection (c) below, the proceeds of such
5 Acquired Obligations and/or Substitute Obligations shall be reinvested in
6 Substitute Obligations at a yield that will not cause the composite yield on the
7 refunding escrow to exceed _____% during its term or such higher yield as
8 may be directed by letter of instructions from the City to the Refunding Trustee,
9 but if the composite yield on the directed investments made pursuant to this
10 Refunding Trust Agreement would exceed _____%, such letter of
11 instructions shall contain a verification of such composite yield and shall be based
12 upon and accompanied by the opinion of Foster Pepper PLLC, bond counsel to
13 the City, its successor, or other nationally recognized bond counsel to the City,
14 approving reinvestment of such proceeds at such higher yield.

15 (b) The obligations in which such proceeds are reinvested shall mature
16 in an amount at least equal to their purchase price on the date or dates directed by
17 the City, but not later than the date (as shown by the then most recent certified
18 public accountant verification) the principal thereof is needed to make the
19 payments described in Section 3;

20 (c) If such proceeds, together with other funds remaining in trust, are
21 insufficient to reinvest in the smallest denomination of such obligations or are
22 required to be used to make payments described in Section 3 sooner than the
23 shortest maturity available for such obligations, then those proceeds and funds
24 either shall be converted to United States currency and retained or shall remain
25 uninvested in the refunding escrow and carried on the books of the Refunding
26 Trustee until required to make the payments described in Section 3, or until
27 sufficient money is accumulated to permit the investment thereof; and

28 (d) "Yield," as used in paragraph (a) of this section with respect to the
Acquired Obligations and Substitute Obligations, means that yield computed in
accordance with and permitted by the Code applicable to the Bonds and the trust
under this Refunding Trust Agreement so as to preserve the exclusion from gross
income for federal income tax purposes of the interest on the Bonds.

The Refunding Trustee may make any and all investments permitted by the provisions of this
Section through its own investment department or the investment departments of any of its
affiliates.

Section 10. Amendments to Refunding Trust Agreement. The Refunding Trustee and
the City recognize that the owners of the Refunded Bonds and the Bonds from time to time have
a beneficial interest in the Acquired Obligations, the Substitute Obligations, and money to be
held by the Refunding Trustee as herein provided. Therefore, this Refunding Trust Agreement is



1 irrevocable and shall not be subject to amendment except for the purpose of clarifying any
2 ambiguity herein, increasing the protection of the rights of the owners of the Refunded Bonds or
3 the Bonds, or preserving the exclusion of the interest on the Refunded Bonds and the Bonds from
4 gross income for federal income tax purposes, and only if such amendment is accompanied by an
5 opinion addressed to the City and the Refunding Trustee from Foster Pepper PLLC, its successor
6 or other nationally recognized bond counsel to the City, to the effect that such change is
7 necessary for one of the above reasons and does not detrimentally affect the owners of the
8 outstanding Refunded Bonds and the Bonds or that it strengthens the protection of the owners of
9 the Refunded Bonds and the Bonds and does not detrimentally affect the owners of the Refunded
10 Bonds and the Bonds. If such amendment affects the amount of money and investments in the
escrow account or the application thereof, prior to the amendment's taking effect there also shall
be a verification by a nationally recognized independent certified public accounting firm
satisfactory to the Refunding Trustee to the effect that after such amendment the Acquired
Obligations, Substitute Obligations, and other money in the escrow account will be sufficient to
make the payments described in Section 3. A copy of such verification shall be delivered to the
Refunding Trustee.

11 Section 11. Limitation of Liability of Refunding Trustee. None of the provisions
12 contained in this Refunding Trust Agreement shall require the Refunding Trustee to use or
13 advance its own funds in the performance of any of its duties or the exercise of any of its rights
14 or powers hereunder. The Refunding Trustee shall be under no liability for the payment of
15 interest on any funds or other property received by it hereunder except to the extent the
Refunding Trustee is required by the express terms of this Refunding Trust Agreement to invest
such funds.

16 The Refunding Trustee's liabilities and obligations in connection with this Refunding
17 Trust Agreement are confined to those specifically described herein. The Refunding Trustee is
18 authorized and directed to comply with the provisions of this Refunding Trust Agreement and is
19 relieved from all liability for so doing notwithstanding any demand or notice to the contrary by
20 any party hereto. The Refunding Trustee shall not be responsible or liable for the sufficiency,
21 correctness, genuineness, or validity of the Acquired Obligations or the Substitute Obligations
22 deposited with it; the performance or compliance by any party other than the Refunding Trustee
with the terms or conditions of any such instruments; or any loss which may occur by reason of
forgeries, false representations, or the exercise of the Refunding Trustee's discretion in any
particular manner unless such exercise is negligent or constitutes willful misconduct.

23 If any controversy arises between the City and any third person, the Refunding Trustee
24 shall not be required to determine the same or to take any action in the premises, but it may
25 institute, in its discretion, an interpleader or other proceedings in connection therewith as it may
26 deem proper, and in following either course, it shall not be liable.

27 Section 12. Remittance of Funds When Refunded Bonds Paid in Full. At such time as
28 the Refunding Trustee has received the representation of the City that all of the payments
described in Section 3 have been made and the confirmation of such representation by the Fiscal
Agent, together with such other evidence of such payments as shall be satisfactory to the City
and the Refunding Trustee, the Refunding Trustee shall deliver forthwith or remit to the City any



1 remaining Acquired Obligations, Substitute Obligations, and money held pursuant to this
2 Refunding Trust Agreement.

3 Section 13. Compensation of Refunding Trustee. The payment arrangement heretofore
4 made between the Refunding Trustee and the City (attached hereto as Exhibit E and by this
5 reference made a part hereof) on compensation and expenses of the Refunding Trustee for
6 services rendered by it pursuant to the provisions of this Refunding Trust Agreement is
7 satisfactory to it and to the City, and no further payment to the Refunding Trustee shall be
8 required for such purpose. Such arrangement for compensation and expenses is intended as
9 compensation for the ordinary services as contemplated by this Refunding Trust Agreement, and
10 if the Refunding Trustee renders any service hereunder not provided for in this Refunding Trust
11 Agreement, or the Refunding Trustee is made a party to or intervenes in any litigation pertaining
12 to this Refunding Trust Agreement or institutes interpleader proceedings relative hereto, the
13 Refunding Trustee shall be compensated reasonably by the City for such extraordinary services
14 and reimbursed for all fees, costs, liability, and expenses (including reasonable attorneys' fees)
15 occasioned thereby. The Refunding Trustee shall not have a lien against or otherwise be
16 compensated for its services and expenses from the money, Acquired Obligations, and Substitute
17 Obligations held pursuant to this Refunding Trust Agreement to make the payments described in
18 Section 3.

13 Section 14. Successor Refunding Trustee. The obligations assumed by the Refunding
14 Trustee pursuant to this Refunding Trust Agreement may be transferred by the Refunding
15 Trustee to a successor if (a) the Refunding Trustee has presented evidence satisfactory to the
16 City and to Foster Pepper PLLC, its successor or other nationally recognized bond counsel to the
17 City that the successor trustee meets the requirements of RCW 39.53.070, as now in effect or
18 hereafter amended; (b) the City approves the appointment of the successor trustee; (c) the
19 successor trustee has assumed all of the obligations of the Refunding Trustee under this
20 Refunding Trust Agreement and has been compensated; and (d) all of the Acquired Obligations,
21 reinvestments, Substitute Obligations, and money then held by the Refunding Trustee pursuant to
22 this Refunding Trust Agreement have been duly transferred to such successor trustee.

19 Notwithstanding anything to the contrary contained in this Agreement, any company into
20 which the Refunding Trustee may be merged or converted or with which it may be consolidated
21 or any company resulting from any merger, conversion, or consolidation to which the Refunding
22 Trustee is a party, or any company to which the Refunding Trustee may sell or transfer all or
23 substantially all of its corporate trust business shall be the successor to the Refunding Trustee
24 without execution or filing of any paper or further act, if such company is eligible to serve as
25 Refunding Trustee under RCW 39.53.070.

24 Section 15. Miscellaneous. This Refunding Trust Agreement is governed by
25 Washington law without regard to the conflict of laws provisions thereof and may not be
26 modified except by a writing signed by the parties and subject to the limitations of Section 10. If
27 any one or more of the provisions contained in this Refunding Trust Agreement shall for any
28 reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
unenforceability shall not affect any other provisions of this Refunding Trust Agreement, but this



1 Refunding Trust Agreement shall be construed as if such invalid, illegal, or unenforceable
2 provision had never been contained herein.

3 Section 16. Notice to Rating Agencies. The Refunding Trustee shall notify all national
4 rating agencies maintaining (at the request of the City) a rating on the Refunded Bonds or the
5 Bonds, in writing upon timely receipt of notice or evidence of either of the following
6 circumstances:

7 (a) Prior to their taking effect, any amendments to this Refunding
8 Trust Agreement under Section 10, enclosing the proposed amendatory
9 documents; and

10 (b) The holding (referred to in Section 15) that one or more provisions
11 of this Refunding Trust Agreement are invalid, illegal, or unenforceable in any
12 respect, enclosing a copy of that holding.

13 Such notices shall be sent to the applicable rating agencies by first class mail to the addresses
14 advised by those rating agencies.

15 Section 17. Counterparts. This Agreement may be executed in counterparts.

16 IN WITNESS WHEREOF, the parties have executed and delivered this Refunding Trust
17 Agreement pursuant to due and proper authorization, all as of the date and year first above
18 written.

19 THE CITY OF SEATTLE, WASHINGTON

U.S. BANK NATIONAL ASSOCIATION,
as Refunding Trustee

20 By _____

21 By _____
22 Title: _____



EXHIBIT A

THE CITY OF SEATTLE, WASHINGTON, COUNTY, WASHINGTON
SOLID WASTE REVENUE AND REFUNDING BONDS, 2007

ACQUIRED OBLIGATIONS

<u>TYPE*</u>	<u>MATURITY DATE</u>	<u>PAR AMOUNT</u>	<u>INTEREST RATE</u>
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*CERT - United States Treasury Certificate of Indebtedness--State and Local Government Series
NOTE - United States Treasury Note--State and Local Government Series



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EXHIBIT B

**THE CITY OF SEATTLE, WASHINGTON, COUNTY, WASHINGTON
SOLID WASTE REVENUE AND REFUNDING BONDS, 2007**

COSTS OF ISSUANCE



EXHIBIT C

Notice of Defeasance*
The City of Seattle, Washington
Solid Waste Revenue Bonds, 1999, Series B

NOTICE IS HEREBY GIVEN to the owners of the above-captioned bonds with respect to which, pursuant to the Refunding Trust Agreement dated as of December 12, 2007, by and between The City of Seattle, Washington, (the "City"), and US Bank National Association (the "Refunding Trustee"), there has been deposited into an escrow account, held by the Refunding Trustee, cash and non-callable direct obligations of the United States of America, the principal of and interest on which, when due, will provide money to pay each year, to and including the respective maturity or redemption dates of such bonds so provided for, the principal thereof and interest thereon (the "Refunded Bonds"). Such Refunded Bonds are therefore deemed to be no longer outstanding pursuant to Section 22 of Ordinance 119648 of the City relating to the Refunded Bonds, but will be paid by application of the assets in such escrow account.

The Refunded Bonds are described as follows:

The City of Seattle, Washington
Solid Waste Revenue Bonds, 1999, Series B
(Dated October 1, 1999)

Maturity Date (<u>Nov 1</u>)	Par Amount <u>Defeased</u>	Interest <u>Rate</u>	Call Date (<u>at 101%</u>)	CUSIP <u>Nos.</u>
2010	\$265,000	5.30%	11/01/2009	812710CK5
2011	280,000	5.40	11/01/2009	812710CL3
2012	295,000	5.50	11/01/2009	812710CM1
2013	310,000	5.50	11/01/2009	812710CN9
2014	330,000	5.60	11/01/2009	812710CP4
2015	345,000	5.70	11/01/2009	812710CQ2
2016	365,000	5.80	11/01/2009	812710CR0
2017	385,000	5.90	11/01/2009	812710CS8
2018	410,000	5.90	11/01/2009	812710CT6
2019	430,000	5.90	11/01/2009	812710CU3

US BANK NATIONAL ASSOCIATION, as
Refunding Trustee

Dated: _____

* This notice shall be given immediately by first class mail to each registered owner of the Refunded Bonds and to each Nationally Recognized Municipal Securities Information Repository.



EXHIBIT D
Notice of Redemption*

The City of Seattle, Washington
Solid Waste Revenue Bonds, 1999, Series B

NOTICE IS HEREBY GIVEN that The City of Seattle, Washington, has called for redemption on November 1, 2009, all of its then-outstanding Solid Waste Revenue Bonds, 1999, Series B (the "Bonds").

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus accrued interest to November 1, 2009. The redemption price of the Bonds is payable on presentation and surrender of the Bonds at the office of:

[By Mail or in Person]	-or-	[In Person Only]
The Bank of New York Worldwide Securities Processing 2001 Bryan Street, 9 th Floor Dallas, TX 75201		Any branch of Wells Fargo Bank, National Association in the State of Washington

Interest on all Bonds or portions thereof which are redeemed shall cease to accrue on November 1, 2009.

The following Bonds are being redeemed:

<u>Maturity Date</u> <u>(Nov 1)</u>	<u>Par Amount</u> <u>Defeased</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Nos.</u>
2010	\$265,000	5.30%	812710CK5
2011	280,000	5.40	812710CL3
2012	295,000	5.50	812710CM1
2013	310,000	5.50	812710CN9
2014	330,000	5.60	812710CP4
2015	345,000	5.70	812710CQ2
2016	365,000	5.80	812710CR0
2017	385,000	5.90	812710CS8
2018	410,000	5.90	812710CT6
2019	430,000	5.90	812710CU3

* This notice shall be given not less than 30 nor more than 60 days prior to November 1, 2009, by first class mail, postage prepaid, to each registered owner of the redeemed bonds. In addition, notice shall be mailed within the same period, postage prepaid, to Moody's Investors Service, Inc., and Standard & Poor's at their offices in New York, New York; Smith Barney, Inc., at its principal office in New York, New York; and The Depository Trust Company of New York, New York, and each NRMSIR.



1 **By Order of The City of Seattle, Washington**

2 **The Bank of New York, as Paying Agent**

3 Dated: _____

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5 Under Section 3406(a)(1) of the Internal Revenue Code the Registrar may be obligated to
6 withhold a percentage of the principal of a holder who has failed to furnish the Registrar with a
7 valid taxpayer identification number and a certification that the owner is not subject to backup
withholding. Owners who wish to avoid the application of these provisions should submit a
completed IRS Form W-9 when presenting their certificates for payment.

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EXHIBIT E

U.S. BANK NATIONAL ASSOCIATION FEE SCHEDULE

**Schedule of Fees for Services as
REQUIRED**

**For
REQUIRED**

Administrative Fees Billed One Time

04160	(a)	Refunding Escrow Agent, One Time	\$0.00
		One time fee for performance of the routine duties of the agent in administration of the defeasance escrow. Administration fees are payable in advance	

Direct Out of Pocket Expenses

Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees. At Cost

Extraordinary Services

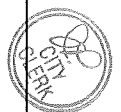
Extraordinary services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Dated: November 30, 2007



Bids Report (Bonds)

\$81,280,000.00

Seattle
Solid Waste Revenue and Refunding Bonds, 2007

Dec 5 2007 8:00AM PST

Bidder	TIC	Submit Date Time	Wnr
Raymond James & Associates, Inc.	4.506142	12/5/2007 07:59:09 AM	<input checked="" type="checkbox"/>
Morgan Stanley	4.525428	12/5/2007 07:59:43 AM	<input type="checkbox"/>
Merrill Lynch & Co.	4.548122	12/5/2007 07:59:53 AM	<input type="checkbox"/>

Raymond James & Associates, Inc. - St. Petersburg, FL's Bid

**Seattle
\$81,280,000
Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 83,966,818.89, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Call Date
02/01/2008	55M	4.0000	3.1500	100.108	
02/01/2009	1,605M	4.0000	3.1800	100.904	
02/01/2010	1,950M	4.0000	3.2000	101.636	
02/01/2011	2,050M	5.0000	3.2600	105.143	
02/01/2012	2,155M	5.0000	3.3300	106.399	
02/01/2013	2,265M	5.0000	3.4000	107.478	
02/01/2014	2,385M	5.0000	3.4900	108.271	
02/01/2015	2,500M	5.0000	3.5600	109.000	
02/01/2016	2,630M	5.0000	3.6900	109.130	
02/01/2017	2,760M	5.0000	3.7500	109.589	
02/01/2018	2,910M	5.0000	3.8600	108.702	02/01/2017
02/01/2019	3,055M	5.0000	3.9400	108.062	02/01/2017
02/01/2020	2,780M	5.0000	4.0100	107.505	02/01/2017
02/01/2021	2,920M	5.0000	4.0800	106.953	02/01/2017
02/01/2022	3,070M	5.0000	4.1400	106.481	02/01/2017
02/01/2023	3,230M	5.0000	4.2000	106.013	02/01/2017
02/01/2024	3,395M	5.0000	4.2600	105.546	02/01/2017
02/01/2025	3,570M	5.0000	4.3000	105.237	02/01/2017
02/01/2026	3,750M	5.0000	4.2500	105.624	02/01/2017
02/01/2027					
02/01/2028					
02/01/2029	12,450M	5.0000	4.3900	104.545	02/01/2017
02/01/2030					
02/01/2031	9,405M	4.5000	4.6350	98.091	
02/01/2032					
02/01/2033	10,390M	4.5000	4.6351	98.001	

Total Interest Cost: \$ 59,801,895.35
 Premium: \$ 2,686,818.89
 Net Interest Cost: \$ 57,115,076.46
 TIC 4.506142
 Gross Prod.: \$ 84,735,354.05
 Accrued Interest: \$ 0.00
 Total Insurance Premium:
 Time Last Bid Received: 12/05/2007 7:59:09 PST

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

Bidder: Raymond James & Associates, Inc., St. Petersburg

Raymond James & Associates, Inc. - St. Petersburg, FL's Bid

**Seattle
\$81,280,000
Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 83,966,818.89, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2008	55M	4.0000
02/01/2009	1,605M	4.0000
02/01/2010	1,950M	4.0000
02/01/2011	2,050M	5.0000
02/01/2012	2,155M	5.0000
02/01/2013	2,265M	5.0000
02/01/2014	2,385M	5.0000
02/01/2015	2,500M	5.0000
02/01/2016	2,630M	5.0000
02/01/2017	2,760M	5.0000
02/01/2018	2,910M	5.0000
02/01/2019	3,055M	5.0000
02/01/2020	2,780M	5.0000
02/01/2021	2,920M	5.0000
02/01/2022	3,070M	5.0000
02/01/2023	3,230M	5.0000
02/01/2024	3,395M	5.0000
02/01/2025	3,570M	5.0000
02/01/2026	3,750M	5.0000
02/01/2027		
02/01/2028		
02/01/2029	12,450M	5.0000
02/01/2030		
02/01/2031	9,405M	4.5000
02/01/2032		
02/01/2033	10,390M	4.5000

Total Interest Cost:	\$ 59,801,895.35
Premium:	\$ 2,686,818.89
Net Interest Cost:	\$ 57,115,076.46
TIC	4.506142
Gross Prod.:	\$ 84,735,354.05
Accrued Interest:	\$ 0.00
Total Insurance Premium:	
Time Last Bid Received:	12/05/2007 7:59:09 PST

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

Bidder: Raymond James & Associates, Inc., St. Petersburg

Merrill Lynch & Co. - New York, NY's Bid

**Seattle
\$81,280,000
Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 84,941,008.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2008	55M	4.2500
02/01/2009	1,605M	4.2500
02/01/2010	1,950M	4.2500
02/01/2011	2,050M	4.2500
02/01/2012	2,155M	4.2500
02/01/2013	2,265M	5.0000
02/01/2014	2,385M	5.0000
02/01/2015	2,500M	5.0000
02/01/2016	2,630M	5.0000
02/01/2017	2,760M	5.0000
02/01/2018	2,910M	5.0000
02/01/2019	3,055M	5.0000
02/01/2020	2,780M	5.0000
02/01/2021	2,920M	5.0000
02/01/2022	3,070M	5.0000
02/01/2023	3,230M	5.0000
02/01/2024	3,395M	5.0000
02/01/2025	3,570M	5.0000
02/01/2026	3,750M	5.0000
02/01/2027		
02/01/2028		
02/01/2029	12,450M	5.0000
02/01/2030		
02/01/2031		
02/01/2032		
02/01/2033	19,795M	5.0000

Total Interest Cost:	\$ 62,047,365.24
Premium:	\$ 3,661,008.75
Net Interest Cost:	\$ 58,386,356.49
TIC	4.548122
Gross Prod.:	\$ 85,851,629.80
Accrued Interest:	\$ 0.00
Total Insurance Premium:	
Time Last Bid Received:	12/05/2007 7:59:53 PST

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

Bidder: Merrill Lynch & Co., New York, NY

Morgan Stanley - San Francisco, CA's Bid

**Seattle
\$81,280,000
Solid Waste Revenue and Refunding Bonds, 2007**

For the aggregate principal amount of \$ 81,280,000.00, we will pay you \$ 80,524,096.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
02/01/2008	55M	4.0000
02/01/2009	1,605M	4.0000
02/01/2010	1,950M	4.0000
02/01/2011	2,050M	4.0000
02/01/2012	2,155M	4.0000
02/01/2013	2,265M	4.0000
02/01/2014	2,385M	4.0000
02/01/2015	2,500M	4.0000
02/01/2016	2,630M	4.0000
02/01/2017	2,760M	4.0000
02/01/2018	2,910M	4.0000
02/01/2019	3,055M	4.0000
02/01/2020	2,780M	4.0000
02/01/2021	2,920M	4.1000
02/01/2022	3,070M	4.2000
02/01/2023	3,230M	4.2500
02/01/2024	3,395M	4.2500
02/01/2025	3,570M	4.3750
02/01/2026	3,750M	4.3750
02/01/2027		
02/01/2028		
02/01/2029	12,450M	5.0000
02/01/2030		
02/01/2031		
02/01/2032		
02/01/2033	19,795M	4.5000

Total Interest Cost:	\$ 55,491,348.13
Discount:	\$ 755,904.00
Net Interest Cost:	\$ 56,247,252.13
TIC	4.525428
Gross Prod.:	\$ 81,832,457.40
Accrued Interest:	\$ 0.00
Total Insurance Premium:	
Time Last Bid Received:	12/05/2007 7:59:43 PST

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

Bidder: Morgan Stanley, San Francisco, CA

STATE OF WASHINGTON - KING COUNTY

--SS.

218499
CITY OF SEATTLE, CLERKS OFFICE

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

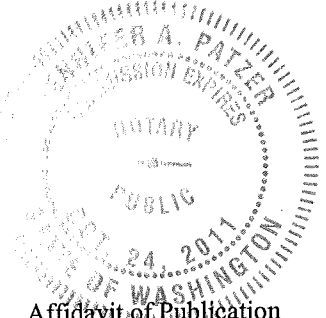
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:31032 RESOLUTION

was published on

12/17/07

The amount of the fee charged for the foregoing publication is the sum of \$ 837.00, which amount has been paid in full.



Paula Olesky
Subscribed and sworn to before me on
12/17/07
[Signature]
Notary public for the State of Washington,
residing in Seattle

City of Seattle

RESOLUTION 31032

A RESOLUTION providing for the sale and issuance of The City of Seattle, Washington, Solid Waste Revenue and Refunding Bonds, 2007; specifying the amount, maturities, interest rates and other terms of the bonds; providing for the repayment and retirement of the City's Solid Waste Revenue Bond Anticipation Note, 2003 (Non Revolving Line of Credit); providing for the refunding of certain of the City's outstanding solid waste revenue bonds; providing for the call, payment and redemption of the outstanding bonds to be refunded; appointing a refunding trustee and approving the forms and execution of a refunding trust agreement; authorizing the purchase of certain obligations and the use and application of money derived from those obligations; authorizing the purchase of Reserve Insurance to satisfy the Reserve Requirement; and ratifying, confirming and approving the notice of bond sale and the actions of the Director of Finance relating to the sale of the bonds.

WHEREAS, pursuant to Ordinance 118975 and Resolutions 29791, 29796 and 298906, The City of Seattle, Washington (the "City") issued its Solid Waste Revenue Bonds, 1999, and provided for the issuance of additional bonds having a lien and charge on the Net Revenue of the Solid Waste System on a parity of lien with those bonds ("Parity Bonds") upon compliance with certain conditions; and

WHEREAS, pursuant to Ordinance 119648 and Resolution 30061 (together, the "Refunded Bond Legislation"), the City issued its Solid Waste Revenue Bonds, 1999, Series B, as Parity Bonds; and

WHEREAS, pursuant to Ordinance 121940 (the "Refunding Bond Ordinance"), the City authorized the issuance and sale of solid waste revenue bonds for the purpose, among other things, of paying all or part of the costs of refunding the City's outstanding solid waste revenue bonds; and

WHEREAS, pursuant to Ordinance 121254, as amended by Ordinance 121779 and 122263, the City authorized the issuance and sale of its Parity Bonds in the aggregate principal amount of \$31,800,000 for the purpose, among other things, of paying a portion of the cost to carry out the Plan of Additions described therein, and, pending the issuance thereof, the issuance of its Solid Waste Revenue Bond Anticipation Note, 2003 (the "Bond Anticipation Note"); and

WHEREAS, pursuant to Ordinance 122498 (together with the Refunding Bond Ordinance and Ordinance 121254, as amended by Ordinance 121779 and 122263, the "Authorizing Ordinances"), the City authorized the issuance of Parity Bonds in the aggregate principal amount of \$50,200,000 for the purpose of providing all or a part of the funds with which to: (1) pay part of the costs of carrying out the plan of additions and betterments to and extensions of the solid waste system; (2) refund and retire the Bond Anticipation Note; (3) provide for the Reserve Requirement for the Parity Bonds authorized therein; and (4) pay the costs of issuing and selling the Parity Bonds authorized therein; and

WHEREAS, the Authorizing Ordinances authorized the Director of Finance to conduct a public or negotiated sale of the Bonds and to recommend to the City Council for its approval by resolution the interest rates and other terms and matters relating to the Bonds consistent with the Authorizing Ordinances; and

WHEREAS, pursuant to the Authorizing Ordinances, a preliminary official statement dated November 28, 2007 (the "Preliminary Official Statement") for the public sale of the Bonds has been prepared, an official notice of that sale (the "Notice of Bond Sale") was given, a revised official bid form for that sale was distributed, bids have been received in accordance with the Notice of Bond Sale, and the proposed sale of the Bonds to Raymond James & Associates, Inc. (the "Purchaser") has been recommended to the City Council for its approval with the interest rates and other terms of and matters relating to the Bonds set forth in this resolution; NOW, THEREFORE,

State of Washington, King County

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:

Section 1. Definitions. The meaning of capitalized terms used and not otherwise defined in this resolution shall be as set forth in the Authorizing Ordinances.

"Acquired Obligations" means those Acquired Obligations (as such term is defined in the Authorizing Ordinances) purchased to accomplish the refunding of the Refunded Bonds as authorized by this resolution.

"Authorizing Ordinances" means, together, the Bond Ordinance and the Refunding Bond Ordinance.

"Bond Anticipation Note" means the Solid Waste System Revenue Bond Anticipation Note, 2003 (Non-Revolving Line of Credit), authorized by Ordinance 121254, as amended by Ordinance 121779 and 122263.

"Bond Insurer" means MBIA Insurance Corporation.

"Bond Ordinance" means, together, Ordinance 122498 of the City and Ordinance 121254 of the City, as amended by Ordinance 121779 and 122263.

"Bonds" means the bonds authorized by the Bond Ordinance.

"Refunded Bond Legislation" means Ordinance 119648 and Resolution 30061 of the City.

"Refunded Bonds" means those Solid Waste Revenue Bonds, 1999, Series B identified in Exhibit A.

"Refunding Bond Ordinance" means Ordinance 121940 of the City.

"Refunding Plan" means:

(a) the deposit with the Refunding Trustee of Bond proceeds (and other money of the City, if necessary) sufficient to acquire the Acquired Obligations in the amounts necessary to carry out the refunding of the Refunded Bonds as described below;

(b) the payment of the interest on the Refunded Bonds when due up to and including November 1, 2009, and the call and payment and redemption on November 1, 2009, of all of the outstanding Refunded Bonds at a price equal to 101% of the principal thereof;

"Refunding Trust Agreement" means the Refunding Trust Agreement between the City and the Refunding Trustee relating to the Refunded Bonds, substantially in the form attached hereto as Exhibit F.

"Refunding Trustee" means U.S. Bank National Association, serving as trustee or escrow agent or any successor trustee or escrow agent.

"Reserve Insurance Policy" means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Bond Insurer to provide Reserve Insurance with respect to the Parity Bonds.

Section 2. The Bonds. The Bonds shall be issued in the aggregate principal amount of \$82,175,000 and shall be called "The City of Seattle, Washington, Solid Waste Revenue and Refunding Bonds, 2007." The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof within a single maturity; shall be dated their date of initial delivery to the Purchaser; shall be registered as to both principal and interest; and shall bear interest from their date until the Bonds bearing such interest have been paid or their payment has been duly provided for, payable semiannually on each February 1 and August 1, commencing February 1, 2008, and shall mature on February 1 of the following years and in the following amounts and shall bear interest as follows:

Maturity Year -- Interest Rate	Principal Amount	Maturity Year -- Interest Rate
2008 -- \$65,000 -- 4.00%	2021 -- \$2,960,000 -- 5.00%	
2009 -- 1,650,000 -- 4.00%	2022 -- 3,115,000 -- 5.00%	
2010 -- 1,980,000 -- 4.00%	2023 -- 3,270,000 -- 5.00%	
2011 -- 2,075,000 -- 5.00%	2024 -- 3,440,000 -- 5.00%	
2012 -- 2,185,000 -- 5.00%	2025 -- 3,615,000 -- 5.00%	
2013 -- 2,295,000 -- 5.00%	2026 -- 3,800,000 -- 5.00%	
2014 -- 2,415,000 -- 5.00%	***	
2015 -- 2,535,000 -- 5.00%	2029 -- 12,610,000 -- 5.00%	
2016 -- 2,665,000 -- 5.00%	***	
2017 -- 2,800,000 -- 5.00%	2031 -- 9,480,000 -- 4.50%	
2018 -- 2,950,000 -- 5.00%	***	
2019 -- 3,095,000 -- 5.00%	2033 -- 10,370,000 -- 4.50%	
2020 -- 2,815,000 -- 5.00%		

Portions of the above maturity amounts are allocated, as shown in the schedule set forth in Exhibit B, to carrying out the Refunding Plan, to retiring the Bond Anticipation Note and for the other purposes specified in this resolution. Those allocations are subject to amendment by the tax certificate for the Bonds to be executed by the Director of Finance.

Section 3. Optional Redemption. Bonds maturing on or before February 1, 2017 shall be issued without the right or option of the City to redeem those Bonds prior to their stated maturity dates. The City reserves the right and option to redeem Bonds maturing on and after February 1, 2018, prior to their stated maturity dates, at any time on and after February 1, 2017 as a whole or in part within one or more maturities to be selected by the City (in the manner specified in the Authorizing Ordinances) at par plus accrued interest, if any, to the date fixed for redemption.

Section 4. Mandatory Redemption. Bonds maturing in the years 2029, 2031 and 2033 are designated as Term Bonds and, if not redeemed under the optional redemption provisions set forth above or purchased in the open market under the provisions set forth in the Authorizing Ordinances, shall be called for redemption in accordance with the Authorizing Ordinances at par plus accrued interest on February 1 in years and amounts as follows:

2029 Term Bonds	
Mandatory Redemption Year	Mandatory Redemption Amount
2027	\$3,995,000
2028	4,200,000
2029* (*maturity)	4,415,000
2031 Term Bonds	
Mandatory Redemption Year	Mandatory Redemption Amount
2030	\$4,635,000
2031* (*maturity)	4,845,000
2033 Term Bonds	
Mandatory Redemption Year	Mandatory Redemption Amount

2032 -- \$5,070,000

2033*(*final maturity) -- 5,300,000

Section 5. Form of Bonds. The Bonds shall be substantially in the form attached hereto as Exhibit C.

Section 6. Sale and Delivery of Bonds. The City finds that the sale and delivery of the Bonds to Raymond James & Associates, Inc. (the "Purchaser") at the interest rates and under the conditions set forth in the Authorizing Ordinances, this resolution, the Notice of Bond Sale attached hereto as Exhibit D, and the electronic bid of the Purchaser, a printed copy of which is attached hereto as Exhibit E, is in the City's best interest and therefore approves, confirms and ratifies the award of the Bonds to the Purchaser.

Section 7. Authorization of Official Statement. The Director of Finance is hereby authorized and directed to review and approve on behalf of the City a final official statement (the "Official Statement") with respect to the Bonds; substantially in the form of the Preliminary Official Statement and supplemented or amended as he, with the approval of Bond Counsel, deems necessary or appropriate.

Section 8. Provisions for Satisfying Reserve Requirement through Reserve Insurance.

(a) **Purchase of Reserve Insurance.** The City authorizes the Director of Finance to satisfy the Reserve Requirement either by depositing proceeds of the Bonds in the Reserve Subaccount or by purchasing the Reserve Insurance Policy from the Bond Insurer pursuant to the Municipal Bond Insurance Debt Service Reserve Insurance Commitment (the "Commitment") to be delivered to the City by the Bond Insurer.

(b) **Approval and Authorization of Reserve Agreement.** In accordance with the Authorizing Ordinances, the Director of Finance, on behalf of the City, is authorized to accept the Commitment and to enter into an Insurance Agreement with the Insurer, substantially in the form attached to the Commitment, with such changes and additions as are deemed necessary or appropriate by the Director of Finance, consistent with the terms of the Authorizing Ordinances and this resolution, and approved by the Bond Insurer. Any reimbursement obligation of the City under the Insurance Agreement shall be an obligation solely of the Solid Waste System and shall not be a general obligation of the City.

Section 9. Use of Bond Proceeds; Refunding Plan. The principal proceeds of the Bonds received by the City and other money of the City (if necessary), shall be applied as follows (the amounts to be determined by the Director of Finance prior to the issuance of the Bonds):

(a) An amount sufficient to repay outstanding principal of the Bond Anticipation Note and interest, if any, shall be paid to Bank of America, N.A.;

(b) an amount sufficient to carry out the Refunding Plan shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds under the Refunded Bond Legislation pursuant to the Refunding Plan, as defined herein and modified or amplified by the Refunding Trust Agreement;

(c) an amount sufficient to pay the premium for the Reserve Insurance Policy (for the purpose of satisfying the Reserve Requirement) shall be paid to the Bond Insurer; and

(d) the balance of the Bond proceeds shall be deposited in the account(s) within the Solid Waste System Fund as designated by the Director of Finance, and shall be used to pay costs of issuing the Bonds, and for the purposes described in the Bond Ordinance.

The Director of Finance is authorized and directed to take all action necessary to pay and redeem the Bond Anticipation Note.

The Refunding Plan shall be carried out, and proceeds of the Bonds shall be applied, in accordance with the Authorizing Ordinances, the Refunded Bond Legislation, the Refunding Trust Agreement, this resolution and the laws of the State.

Section 10. Calls for Redemption of the Refunded Bonds. In accordance with the Refunded Bond Legislation and as a part of the Refunding Plan, the City calls the Refunded Bonds for redemption on the dates and at the redemption prices set forth in the Refunding Plan, plus accrued interest to the date fixed for redemption.

Such call for redemption shall be irrevocable after the delivery of the Bonds to the Purchaser.

The proper officials of the City are authorized and directed to give or cause to be given such notices as are required, at the times and in the manner required, pursuant to the Refunded Bond Legislation, in order to effect the redemption prior to their maturity of the Refunded Bonds.

Section 11. City Findings With Respect to Refunding. The City finds and determines that the issuance and sale of the Bonds will effect a savings to the City and its ratepayers. In making such finding and determination, the City has given consideration to the fixed maturities and scheduled redemptions of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds, and the known earned income from the investment of the proceeds of the issuance and sale of the Bonds and other money, if any, of the City used in the Refunding Plan pending payment and redemption of the Refunded Bonds. The City further finds and determines that the money to be deposited with the Refunding Trustee for the Refunded Bonds in accordance with the Authorizing Ordinances and this resolution will discharge and satisfy the obligations of the City with respect to the Refunded Bonds under the Refunded Bond Legislation, and the pledges, charges, trusts, covenants and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under the Refunded Bond Legislation immediately upon the deposit of such money with the Refunding Trustee.

Section 12. Appointment of Refunding Trustee and Authorization of Refunding Trust Agreement. U.S. Bank National Association is appointed as Refunding Trustee. The Director of Finance is authorized and directed to execute and deliver to the Refunding Trustee the Refunding Trust Agreement with such modifications as the Director of Finance determines are necessary and appropriate and are consistent with the Authorizing Ordinances and this resolution.

Section 13. City Finding as to Sufficiency of Gross Revenues. The City finds and determines (i) that the Gross Revenue and benefits to be derived from the operation and maintenance of the Solid Waste System at the rates to be charged from time to time for solid waste and other services and commodities from the Solid Waste System consistent with the Authorizing Ordinances, will be sufficient to meet all Operation and Maintenance Expenses and to permit the setting aside into the Bond Account out of the Gross Revenue of amounts sufficient to pay the principal of and interest on the Bonds and any mandatory redemption requirements when due, and (ii) that in fixing the amounts to be paid into the Bond Account the City has exercised due regard for Operation and Maintenance Expenses, and has not bound and obligated itself to set aside and pay into the Bond Account a greater amount or proportion of the Gross Revenue than in the judgment of the City will be available over and above the Operation and Maintenance Expenses.

Section 14. Undertaking to Provide Continuing Disclosure. This Section constitutes the written undertaking (the "Undertaking") for the benefit of the holders of the Bonds as required by paragraph (b)(5) of SEC Rule 15c2-12 (the "Rule"), and pursuant to the Authorizing Ordinances. For purposes of this Undertaking, the term "holders of the Bonds" shall have the meaning intended for such term under the Rule. The City as an "obligated person" within the meaning of the Rule undertakes to provide or cause to be provided, either directly or through a designated agent:

(a) To each nationally recognized municipal securities information repository designated by the SEC in accordance with the Rule (each "NRMSIR"), and to a state information depository, if one is established in the State of Washington and recognized by the SEC (the "SID"), annual financial information and operating data regarding the Solid Waste System for the type included in the Official Statement for the Bonds, as follows: (i) annual financial statements of the Solid Waste System, prepared in accordance with generally accepted accounting principles applicable to governmental units (except as otherwise noted therein), as such principles may be changed from time to time and as permitted by State law, which statements will not be audited, except that if and when audited financial statements are otherwise prepared and available to the City they will be provided; (ii) a statement of authorized, issued and outstanding bond debt secured by the Net Revenue of the Solid Waste System; (iii) debt service coverage ratios; (iv) summary operating statistics for the Solid Waste System, including population served, solid waste revenue and billed solid waste use; and (v) current solid waste rates.

Annual financial information, as described above, will be provided to each NRMSIR and the SID, not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as permitted or required by State law, commencing with the City's fiscal year which ends December 31, 2007. The annual financial information may be provided in a single or in multiple documents, and may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an obligated person as defined by the Rule, which documents have been filed with each NRMSIR and the SID. If the document incorporated by reference is a "final official statement" (as defined by the Rule) with respect to which the City is an obligated person it must be available from the Municipal Securities Rulemaking Board ("MSRB").

(b) To each NRMSIR or to the MSRB, and to the SID, timely notice of the occurrence of any of the following events with respect to the Bonds, if material: (i) principal and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the Bonds; (vii) modifications to the rights of the holders of the Bonds; (viii) Bond calls (other than scheduled mandatory redemptions of Term Bonds); (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Bonds; and (xi) rating changes.

(c) To each NRMSIR or to the MSRB, and to the SID, timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (a) above.

This Undertaking may be amended without the consent of any holder of any Bond, any broker, dealer, municipal securities dealer, participating underwriter, rating agency, NRMSIR, the SID or the MSRB, under the circumstances and in the manner permitted by the Rule. The City will give notice to each NRMSIR or the MSRB, and to the SID, of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended information will include a narrative explanation of the effect of that change on the type of information being provided.

If the City fails to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected as soon as practicable after the City learns of that failure. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default with respect to the Bonds. The sole remedy of any holder of a Bond will be to take such actions as that holder deems necessary and appropriate to compel the City or other obligated person to comply with this Undertaking.

This Undertaking shall inure to the benefit of the City and any holder of the Bonds, and shall not inure to the benefit of or create any rights in any other person.

At its option and to the extent authorized by the SEC, the City may make any filing under this Undertaking by transmitting the required filing using <http://www.disclosure-usa.org> (or such other centralized agent as may be approved by the SEC).

Section 15. Termination of Undertaking. The City's obligations under the Undertaking described in Section 14 of this resolution shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the then outstanding Bonds. In addition, the Undertaking, or any provision thereof, will be null and void if the City (i) obtains an opinion of nationally recognized bond counsel or other counsel familiar with federal securities laws to the effect that those portions of the Rule which require the City to comply with the Undertaking, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (ii) notifies the SID and either the MSRB or each then existing NRMSIR of such termination.

Section 16. General Authorization. The Mayor and the Director of Finance and each of the other appropriate officers of the City are each authorized and directed to do everything as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by,

the Authorizing Ordinances and this resolution.

Section 17. Severability. The provisions of this resolution are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this resolution to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 18. Ratification of Prior Acts. Any action taken consistent with the authority of this resolution, after its passage but prior to the effective date, is ratified, approved, and confirmed.

Section 19. Incorporation by Reference. Each of Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F attached to this resolution is by this reference incorporated herein.

Section 20. Section Headings. The Section headings in this resolution are used for convenience only and shall not constitute a substantive portion of this resolution.

ADOPTED by the City Council the 5th day of December, 2007, and signed by me in open session in authentication of its adoption this 5th day of December, 2007.

Nick Licata
President of the City Council
THE MAYOR CONCURRING
Gregory J. Nickels, Mayor
LIST OF EXHIBITS
Exhibit A - Refunded Bonds
Exhibit B - Allocation of Bonds
Exhibit C - Bond Form
Exhibit D - Notice of Bond Sale and Revised Official Bid Form
Exhibit E - Printed Version of Electronic Bid
Exhibit F - Refunding Trust Agreement
See City Clerk for Exhibits
Publication ordered by JUDITH PIPPIN,
City Clerk
Date of publication in the Seattle Daily
Journal of Commerce, December 17, 2007,
12/17(218499)