

Resolution No. 31191

The City of Seattle – Legislative Department

Resolution sponsored by: _____

Providing for the sale and issuance of The City of Seattle, Washington, Limited Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds-Direct Payment) and The City of Seattle, Washington, Limited Tax General Obligation Improvement and Refunding Bonds, 2010B; specifying the amount, maturities, interest rates and other terms of the bonds; providing for the payment of part of the costs of various projects, the refunding of certain of the City's outstanding limited tax general obligation bonds; providing for the call, payment and redemption of the outstanding bonds to be refunded, appointing a refunding trustee and approving the form and execution of a refunding trust agreement, and authorizing the purchase of certain obligations and the use and application of money derived from those obligations and the payment of costs of issuance and sale of the bonds; 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.

Related Legislation File: _____

Date Introduced and Referred:	To: (committee):
<u>3-11-10</u>	<u>Full Council</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action:	Date Presented to Mayor:
<u>3-11-10</u>	_____
Date Signed by Mayor:	Date Returned to City Clerk:
Published by Title Only _____	Date Returned Without Concurrence:
Published in Full Text _____	

Committee Action:

Date	Recommendation	Vote

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

Full Council Action:

Date	Decision	Vote
<u>3-11-10</u>	<u>Adopted 8-0 (Excused: (Carter))</u>	

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RESOLUTION 31191

A RESOLUTION providing for the sale and issuance of The City of Seattle, Washington, Limited Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds-Direct Payment) and The City of Seattle, Washington, Limited Tax General Obligation Improvement and Refunding Bonds, 2010B; specifying the amount, maturities, interest rates and other terms of the bonds; providing for the payment of part of the costs of various projects, the refunding of certain of the City's outstanding limited tax general obligation bonds; providing for the call, payment and redemption of the outstanding bonds to be refunded, appointing a refunding trustee and approving the form and execution of a refunding trust agreement, and authorizing the purchase of certain obligations and the use and application of money derived from those obligations and the payment of costs of issuance and sale of the bonds; 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 March 11, 2010

RESOLUTION 31191

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3 A RESOLUTION providing for the sale and issuance of The City of Seattle, Washington, Limited
4 Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds-Direct
5 Payment) and The City of Seattle, Washington, Limited Tax General Obligation
6 Improvement and Refunding Bonds, 2010B; specifying the amount, maturities, interest rates
7 and other terms of the bonds; providing for the payment of part of the costs of various
8 projects, the refunding of certain of the City's outstanding limited tax general obligation
bonds; providing for the call, payment and redemption of the outstanding bonds to be
refunded, appointing a refunding trustee and approving the form and execution of a refunding
trust agreement, and authorizing the purchase of certain obligations and the use and
application of money derived from those obligations and the payment of costs of issuance
and sale of the bonds; 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.

9 WHEREAS, pursuant to Ordinance 123156, (the "Improvement Bond Ordinance"), the City
10 authorized the issuance of not to exceed \$91,500,000 of its limited tax general obligation
11 bonds to pay all or part of the cost of City projects identified in that ordinance and the costs
of issuance and sale of those bonds, and other City purposes approved by that ordinance; and

12 WHEREAS, pursuant to Ordinance 121651, as amended by Ordinance 122286 (collectively the
13 "Refunding Bond Ordinance" and together with the Improvement Bond Ordinance, the
14 "Bond Ordinance"), the City authorized the issuance of not to exceed \$900,000,000 limited
tax general obligation refunding bonds to pay all or part of the cost of refunding certain of
the City's outstanding limited tax general obligation bonds and pay the costs of issuance and
sale of such bonds; and

15 WHEREAS, pursuant to the Bond Ordinance, the City has determined to issue and sell its Limited
16 Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds-Direct
17 Payment) (the "2010A Bonds") in the aggregate principal amount of \$66,510,000 and
18 Limited Tax General Obligation Improvement and Refunding Bonds, 2010B (the "2010B
Bonds" and together with the 2010A Bonds the "Bonds") in the aggregate principal amount
of \$135,395,000; and

19 WHEREAS, to effect the refunding of the Refunded Bonds (defined herein) it is necessary and
20 advisable that certain Acquired Obligations (defined herein) bearing interest and maturing at
21 such time or times as necessary to accomplish the Refunding Plan (defined herein) be
purchased out of a portion of the proceeds of the Bonds and other money of the City, if
necessary; and

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

24 WHEREAS, pursuant to the Bond Ordinance, a preliminary official statement dated March 2, 2010
25 (the "Preliminary Official Statement"), for the public sale of the Bonds, including an official
26 notice of that sale (the "Notice of Bond Sale"), has been prepared and distributed, bids have
been received in accordance with the Notice of Bond Sale, and the proposed sale of the
2010A Bonds to Citigroup Global Markets Inc. (the "2010A Purchaser") has been

1 recommended to the City Council for its approval with the interest rates and other terms of
2 and matters relating to the 2010A Bonds set forth in this resolution and the proposed sale of
3 the 2010B Bonds to Banc of America Merrill Lynch (the "2010B Purchaser") has been
recommended to the City Council for its approval with the interest rates and other terms of
and matters relating to the 2010B Bonds set forth in this resolution; NOW, THEREFORE,

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

6 Section 1. Definitions. The following terms shall have the following meanings for all
7 purposes of this resolution:

8 "Acquired Obligations" means those "Acquired Obligations" (as such term is defined in the
9 Refunding Bond Ordinance) purchased to accomplish the refunding of the Refunded Bonds as
10 authorized by this resolution.

11 "2010A Bonds" means the \$66,510,000 par value Limited Tax General Obligation
12 Improvement Bonds, 2010A (Taxable Build America Bonds-Direct Payment), issued pursuant to
13 and for the purposes provided in the Improvement Bond Ordinance and this resolution.

14 "2010B Bonds" means the \$135,395,000 par value Limited Tax General Obligation
15 Improvement and Refunding Bonds, 2010B, issued pursuant to and for the purposes provided in the
16 Improvement Bond Ordinance, the Refunding Bond Ordinance and this resolution.

17 "Bonds" means together, the 2010A Bonds and the 2010B Bonds.

18 "Bond Ordinance" means collectively, Ordinance 123156 of the City, authorizing that
19 portion of Bonds allocated to financing the Capital Projects (the "Improvement Bond Ordinance")
20 and Ordinance 121651, as amended by Ordinance 122286 of the City authorizing the Refunding
21 Portion of the Bonds (the "Refunding Bond Ordinance").

22 "Capital Projects" means those elements of the City's capital improvement program
23 identified in Exhibit A of Ordinance 123156, and other City purposes approved by ordinance.

24 "New Money Portion" means that portion of the Bonds identified in the column labeled
25 "Capital Projects" in Exhibit B attached and incorporated herein by reference.

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1 “Refunded Bonds” means collectively, the City’s outstanding Limited Tax General
2 Obligation Bonds, 2001 (Various Purposes) (the “2001 Refunded Bonds”) and Limited Tax General
3 Obligation Improvement and Refunding Bonds, 2002 (the “2002 Refunded Bonds”), identified in
4 Exhibit A attached and incorporated herein by reference.

5 “Refunded Bonds Legislation” means collectively, Ordinance 119630 and Ordinance
6 120169, as amended by Ordinance 120398 and Resolution 30381, authorizing the issuance of the
7 2001 Refunded Bonds, and Ordinance 120646 and Resolution 30438 authorizing the issuance of the
8 2002 Refunded Bonds.

9 “Refunding Portion” means that portion of the Bonds identified in the column labeled
10 “Refunding Plan” in Exhibit B attached and incorporated herein by reference.

11 “Refunding Plan” means:

12 (a) the placement of sufficient proceeds of the Bonds, which, with other money of the
13 City, if necessary, will acquire the Acquired Obligations to be deposited, with cash, if necessary,
14 with the Refunding Trustee; and

15 (b) the payment of interest on the 2001 Refunded Bonds when due up to and including
16 August 1, 2011 and the call, payment and redemption on August 1, 2011, of the 2001 Refunded
17 Bonds at a price of 100% of par; and

18 (c) the payment of interest on the 2002 Refunded Bonds when due up to and including
19 July 1, 2012 and the call, payment and redemption on July 1, 2012, of the 2002 Refunded Bonds at a
20 price of 100% of par.

21 “Refunding Trust Agreement” means the Refunding Trust Agreement among the City and
22 the Refunding Trustee relating to the Refunded Bonds, substantially in the form attached hereto as
23 Exhibit G and by this reference incorporated herein.

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

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1 The meanings of all other capitalized terms used and not otherwise defined in this resolution
2 shall be as set forth in the Bond Ordinance.

3 Section 2. The Bonds. The Bonds shall be issued in two series. The 2010A Bonds shall
4 be called “The City of Seattle, Washington, Limited Tax General Obligation Improvement Bonds,
5 2010A (Taxable Build America Bonds—Direct Payment)”, and shall be issued in the aggregate
6 principal amount of \$66,510,000. The 2010B Bonds shall be called “The City of Seattle,
7 Washington, Limited Tax General Obligation Improvement and Refunding Bonds, 2010B”, and
8 shall be issued in the aggregate principal amount of \$135,395,000. The Bonds shall be in the
9 denomination of \$5,000 or any integral multiple thereof within a single maturity; shall be dated the
10 date of initial delivery; shall be registered as to both principal and interest; and shall bear interest
11 from their date until the Bonds bearing such interest have been paid or their payment has been duly
12 provided for, payable on the first day of each February and August, commencing August 1, 2010,
13 and shall mature on August 1 of the following years and in the following amounts and shall bear
14 interest as follows:

15 2010A Bonds

<u>Maturities</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>Maturities</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2018	\$ 4,455,000	4.03%	2025	\$12,945,000	4.78%
2019	4,445,000	4.13	2026	605,000	4.88
2020	5,250,000	4.23	2027	620,000	5.00
2021	5,215,000	4.33	2028	645,000	5.08
2022	6,850,000	4.43	2029	665,000	5.18
2023	11,745,000	4.58	2030	685,000	5.23
2024	12,385,000	4.68			

2010B Bonds

<u>Maturities</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>Maturities</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2010	\$ 510,000	2.50%	2021	\$ 8,325,000	3.00%
2011	2,710,000	3.00	2022	5,805,000	4.00
2012	6,440,000	4.00	2023	4,725,000	4.00
2013	9,500,000	5.00	2024	3,415,000	3.50
2014	9,480,000	5.00	2025	3,560,000	4.00
2015	10,425,000	5.00	2026	3,730,000	3.75
2016	11,315,000	5.00	2027	3,895,000	4.00
2017	11,565,000	5.00	2028	4,080,000	4.00
2018	7,125,000	5.00	2029	4,270,000	4.00
2019	7,495,000	5.00	2030	4,465,000	4.00
2020	7,880,000	5.00	3031	4,680,000	4.00

Portions of the above 2010B Bonds maturity amounts are allocated to pay the respective costs of the Capital Projects and of carrying out the Refunding Plan, including a ratable share of proceeds used to pay the costs of issuance of the Bonds, all in accordance with the schedule set forth in Exhibit B of this resolution.

Section 3. Optional Redemption.

(a) Optional Redemption of 2010A Bonds. The City reserves the right and option to redeem the 2010A Bonds prior to their stated maturity dates at any time, as a whole or in part, at a price of par plus the Make-Whole Premium, if any, together with accrued interest to the date fixed for redemption.

“Make-Whole Premium” means, with respect to any redemption date for a particular 2010A Bond, the excess, if any, of (i) the sum of the present value of the remaining scheduled payments of principal of and interest on such 2010A Bond, not including any portion of those payments of interest accrued and unpaid as of such redemption date, discounted to such redemption date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 25 basis points, over (ii) the principal amount of such 2010A Bond.

1 “Treasury Rate” means, with respect to any redemption date for a particular 2010A Bond, the
2 rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity of the
3 Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the
4 redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated
5 Investment Banker.

6 “Comparable Treasury Issue” means, with respect to any redemption date for a particular
7 2010A Bond, the United States Treasury security or securities selected by the Designated Investment
8 Banker that has an actual or interpolated maturity comparable to the remaining average life of such
9 2010A Bond, and that would be utilized in accordance with customary financial practice in pricing
10 new issues of debt securities of comparable maturity to the remaining average life of such 2010A
11 Bond.

12 “Comparable Treasury Price” means, with respect to any redemption date for a particular
13 2010A Bond:

14 (i) the most recent yield data for the applicable United States Treasury maturity index
15 from the Federal Reserve Statistical Release H.15 Daily Update (or any comparable or
16 successor publication) reported, as of 11:00 a.m., New York City time, on the Valuation
Date; or

17 (ii) if the yield described in (i) above is not reported as of such time or the yield
18 reported as of such time is not ascertainable, the average of four Reference Treasury Dealer
19 Quotations for such redemption date, after excluding the highest and lowest of such
20 Reference Treasury Dealer Quotations, or if the Designated Investment Banker obtains fewer
than four Reference Treasury Dealer Quotations, the average of all quotations obtained by
the Designated Investment Banker.

21 “Designated Investment Banker” means each of the Reference Treasury Dealers appointed
22 by the City.

23 “Reference Treasury Dealer” means each of four firms, specified by the City from time to
24 time, that are primary United States Government securities dealers in the City of New York (each, a
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1 “Primary Treasury Dealer”); provided, that if any of them ceases to be a Primary Treasury Dealer,
2 the City will substitute another Primary Treasury Dealer.

3 “Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury
4 Dealer and any redemption date for a particular 2010A Bond, the average, as determined by the
5 Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue
6 (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated
7 Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the
8 Valuation Date.

9 “Valuation Date” means the third business day preceding the redemption date.

10 (b) Extraordinary Optional Redemption of 2010A Bonds. The City reserves the right and
11 option to redeem the 2010A Bonds prior to their stated maturity dates upon the occurrence of an
12 Extraordinary Event, as a whole or in part, at a price of par plus the Extraordinary Redemption
13 Premium, together with accrued interest to the date fixed for redemption.

14 An “Extraordinary Event” will have occurred if a material adverse change has occurred to
15 Section 54AA or Section 6431 of the Code (as such Sections were added by Section 1531 of the
16 American Recovery and Reinvestment Act of 2009 pertaining to “Build America Bonds”) pursuant
17 to which the City’s 35 percent direct payments from the United States Treasury in respect of interest
18 on the 2010A Bonds are reduced or eliminated.

19 “Extraordinary Redemption Premium” means, with respect to any redemption date for a
20 particular 2010A Bond, the excess, if any, of (i) the sum of the present value of the remaining
21 scheduled payments of principal of and interest on such 2010A Bond, not including any portion of
22 those payments of interest accrued and unpaid as of such redemption date, discounted to such
23 redemption date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day
24 months, at the Treasury Rate plus 100 basis points, over (ii) the principal amount of such 2010A
25 Bond.

1 (c) Optional Redemption of 2010B Bonds. The 2010B Bonds maturing on or before
2 August 1, 2020, shall be issued without the right or option of the City to redeem those 2010B Bonds
3 prior to their stated maturity dates. The City reserves the right and option to redeem 2010B Bonds
4 maturing on or after August 1, 2021, prior to their stated maturity dates at any time on or after
5 August 1, 2020, as a whole or in part, at a price of par plus accrued interest to the date fixed for
6 redemption.

7 (d) Conditional Calls. In the case of an optional redemption, the notice may state that the
8 City retains the right to rescind the redemption notice and the related optional redemption of Bonds
9 by giving a notice of rescission to the affected registered owners at any time prior to the scheduled
10 optional redemption date. Any notice of optional redemption that is so rescinded shall be of no
11 effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain
12 outstanding.

13 Portions of the principal amount of any Bond, in installments of \$5,000 or any integral
14 multiple thereof, may be redeemed. If less than all of the principal amount of any Bond is redeemed,
15 upon surrender of that Bond to the Bond Registrar, there shall be issued to the registered owner,
16 without charge therefor, a new Bond (or Bonds, at the option of the registered owner) of the same
17 maturity and interest rate in any of the denominations authorized by this resolution in the aggregate
18 principal amount remaining unredeemed.

18 Section 5. Selection of Bonds for Redemption.

19 (a) 2010A Bonds. If fewer than all of the 2010A Bonds are to be redeemed prior to
20 maturity the City will select the maturity or maturities to be redeemed. If fewer than all of the bonds
21 of a single maturity of the 2010A Bonds are to be redeemed prior to maturity, then:

22 (i) if such 2010A Bonds are in book-entry form at the time of such redemption, the Bond
23 Registrar shall instruct DTC to instruct the DTC participants to select the specific
24 2010A Bonds for redemption pro rata among maturities and within each maturity, and
25 neither the City nor the Bond Registrar will have any responsibility to ensure that
26 DTC or the DTC participants properly select such 2010A Bonds for redemption, and

- 1 (ii) if such 2010A Bonds are not in book-entry form at the time of such redemption, on
2 each redemption date, the Bond Registrar shall select the specific 2010A Bonds for
redemption pro rata among maturities and within each maturity.

3 The portion of any 2010A Bond of a denomination of more than \$5,000 to be redeemed will
4 be in the principal amount of \$5,000 or any integral multiple thereof, to be selected, as the case may
5 be, by DTC in accordance with the Letter of Representations or by the Bond Registrar in such
6 manner as the Bond Registrar in its discretion may deem to be fair and appropriate.

7 (b) 2010B Bonds. If fewer than all of the 2010B Bonds are to be redeemed prior to
8 maturity, the City will select the maturity or maturities to be redeemed. If fewer than all of the
9 bonds of a single maturity of 2010B Bonds are to be redeemed prior to maturity, then:

- 10 (i) if such 2010B Bonds are in book-entry form at the time of such redemption, DTC
11 shall select the specific 2010B Bonds in accordance with the Letter of
12 Representations, and
13 (ii) if such 2010B Bonds are not in book-entry form at the time of such redemption, on
14 each redemption date, the Bond Registrar shall select the specific 2010B Bonds for
redemption by lot or in such manner as the Bond Registrar in its discretion may deem
to be fair and appropriate.

15 The portion of any 2010B Bond of a denomination more than \$5,000 to be redeemed will be
16 in the principal amount of \$5,000 or any integral multiple thereof, to be selected, as the case may be,
17 by DTC in accordance with the Letter of Representations or by the Bond Registrar in such manner as
18 the Bond Registrar in its discretion may deem to be fair and appropriate.

19 Section 6. Form of Bonds. The 2010A Bonds shall be substantially in the form attached
20 hereto as Exhibit C-1 and the 2010B Bonds shall be substantially in the form attached hereto as
21 Exhibit C-2, both of which are incorporated herein by this reference.

22 Section 7. Tax Matters.

23 (a) Designation of 2010A Bonds as "Build America Bonds." The City hereby
24 irrevocably elects to have Section 54AA of the Code apply to the 2010A Bonds so that the 2010A
25 Bonds are treated as "Build America Bonds," and further to have Subsection 54AA(g) of the Code
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1 apply to the 2010A Bonds so that the 2010A Bonds are treated as “qualified bonds” with respect to
2 which the City will be allowed a credit payable by the United States Treasury to or to the order of
3 the City pursuant to Section 6431 of the Code in an amount equal to 35% of the interest payable on
4 the 2010A Bonds on each interest payment date. The City Council hereby authorizes and directs the
5 Director of Finance (or his or her designee) to take such actions as are necessary or appropriate for
6 the City to receive or cause to be received from the United States Treasury the applicable federal
7 credit payments in respect of the 2010A Bonds, including but not limited to the timely filing with the
8 Internal Revenue Service of Form 8038-CP – “Return for Credit Payments to Issuers of Qualified
9 Bonds” and the execution of a Calculation Agency Agreement substantially in the form attached
10 hereto as Exhibit D.

11 (b) Preservation of Tax Exemption for Interest on 2010B Bonds. The City covenants that
12 it will take all actions necessary to prevent interest on the 2010B Bonds from being included in gross
13 income for federal income tax purposes, and that it will neither take any action nor make or permit
14 any use of proceeds of the 2010B Bonds or other funds of the City treated as proceeds of the 2010B
15 Bonds at any time during the term of the 2010B Bonds which will cause interest on the 2010B
16 Bonds to be included in gross income for federal income tax purposes. The City also covenants that
17 it will, to the extent the arbitrage rebate requirement of Section 148 of the Code is applicable to the
18 2010B Bonds, take all actions necessary to comply (or to be treated as having complied) with that
19 requirement in connection with the 2010B Bonds, including the calculation and payment of any
20 penalties that the City has elected to pay as an alternative to calculating rebatable arbitrage, and the
21 payment of any other penalties if required under Section 148 of the Code to prevent interest on the
22 2010B Bonds from being included in gross income for federal income tax purposes.

23 Section 8. Sale and Delivery of Bonds. The City finds that the sale and delivery of the
24 2010A Bonds to the 2010A Purchaser at the interest rates and under the conditions set forth in the
25 Bond Ordinance, this resolution, the Notice of Bond Sale attached hereto as Exhibit E, and the bid
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1 information attached hereto as Exhibit F-1 (which includes: (a) a summary of the true interest cost
2 associated with each bid, determined after subtracting 35 percent of each interest payment, which
3 calculation has been verified by the City's financial advisor, Seattle-Northwest Securities
4 Corporation, and (b) a printed version of all the electronic bids for the 2010A Bonds, including the
5 electronic bid of the 2010A Purchaser), is in the City's best interest and therefore approves, confirms
6 and ratifies the award of the 2010A Bonds to the 2010A Purchaser.

7 The City finds that the sale and delivery of the 2010B Bonds to the 2010B Purchaser at the
8 interest rates and under the conditions set forth in the Bond Ordinance, the Refunding Bond
9 Ordinance, this resolution, the Notice of Bond Sale attached hereto as Exhibit E, and the bid
10 information attached hereto as Exhibit F-2 (which includes: (a) a summary of the true interest cost
11 associated with each bid, and (b) a printed version of all the electronic bids for the 2010B Bonds,
12 including the electronic bid of the 2010B Purchaser), is in the City's best interest and therefore
13 approves, confirms and ratifies the award of the 2010B Bonds to the 2010B Purchaser.

14 Section 9. Authorization of Official Statement. The Director of Finance is hereby
15 authorized and directed to review and approve on behalf of the City a final official statement (the
16 "Official Statement") with respect to the Bonds, substantially in the form of the Preliminary Official
17 Statement dated March 2, 2010, with respect to the Bonds, and supplemented or amended as he, with
18 the approval of Bond Counsel, deems necessary or appropriate.

19 Section 10. Use of Bond Proceeds; Refunding Plan. The principal proceeds of the Bonds
20 received by the City and, if necessary, other money of the City (the amounts to be determined by the
21 Director of Finance prior to the issuance of the Bonds) shall be applied as follows: (i) an amount
22 sufficient to carry out the Refunding Plan shall be deposited immediately upon the receipt thereof
23 with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded
24 Bonds under the Refunded Bonds Legislation pursuant to the Refunding Plan, as defined herein and
25 modified or amplified by the Refunding Trust Agreement; and (ii) the balance of the Bond proceeds
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1 shall be deposited in the 2010 Multipurpose LTGO Bond Fund or in other funds, accounts or
2 subaccounts designated by the Director of Finance and used to pay the costs of the Capital Projects,
3 the costs of issuing the Bonds, and for any other purposes approved by ordinance.

4 The Refunding Plan shall be carried out, and proceeds of the Refunding Portion shall be
5 applied, in accordance with the Bond Ordinance, the Refunded Bonds Legislation, the Refunding
6 Trust Agreement, this resolution and the laws of the State.

7 Section 11. Call for Redemption of the Refunded Bonds. In accordance with the
8 Refunded Bonds Legislation, the City hereby authorizes the Director of Finance to call the Refunded
9 Bonds for redemption and provide for that redemption on the call date and at the redemption price
10 set forth in the Refunding Plan, plus accrued interest to the date of redemption.

11 Section 12. City Findings With Respect to Refunding. The City finds and determines that
12 the issuance and sale of the 2010B Bonds will effect a savings to the City and will be in the best
13 interest of the City, and in the public interest through the restructuring of debt service. In making
14 such finding and determination, the City has given consideration to the fixed maturities and
15 scheduled redemptions of the 2010B Bonds and the Refunded Bonds and allocable costs of issuance,
16 and the known earned income from the investment of the proceeds of the issuance and sale of the
17 2010B Bonds and other money, if any, of the City used in the Refunding Plan pending payment and
18 redemption of the Refunded Bonds. The City further finds and determines that the money to be
19 deposited with the Refunding Trustee for the Refunded Bonds in accordance with the Refunding
20 Bond Ordinance and this resolution will discharge and satisfy the obligations of the City with respect
21 to the Refunded Bonds under the Refunded Bonds Legislation, and the pledges, charges, trusts,
22 covenants and agreements of the City previously made or provided for as to the Refunded Bonds,
23 and that the Refunded Bonds shall no longer be deemed to be outstanding under such Refunded
24 Bonds Legislation immediately upon the deposit of such money with the Refunding Trustee.

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1 Section 13. Undertaking to Provide Continuing Disclosure. This Section constitutes the
2 written undertaking (the “Undertaking”) for the benefit of the holders of the Bonds as required by
3 United States Securities and Exchange Commission (the “SEC”) Rule15c2-12 (the “Rule”), and
4 pursuant to the Bond Ordinance. For purposes of this undertaking, the term “holders of the Bonds”
5 shall have the meaning intended for such term under the Rule. The City as an “obligated person”
6 within the meaning of the Rule undertakes to provide or cause to be provided to the Municipal
7 Securities Rulemaking Board (the “MSRB”), in an electronic format as prescribed by the MSRB,
8 either directly or through a designated agent:

9 (a) Annual financial information and operating data of the type included in the
10 Official Statement for the Bonds as follows: (i) annual financial statements of the City,
11 prepared in accordance with generally accepted accounting principles applicable to
12 governmental units (except as otherwise noted herein), as such principles may be changed
13 from time to time and as permitted by State law, which financial statements will not be
14 audited, except that if and when audited financial statements are otherwise prepared and
15 available to the City they will be provided; (ii) a statement of authorized, issued and
16 outstanding general obligation debt of the City; (iii) the assessed value of the property within
17 the City subject to ad valorem taxation; and (iv) ad valorem tax levy rates and amounts and
18 percentage of taxes collected.

19 Annual financial information, as described above, will be provided to the MSRB not
20 later than the last day of the ninth month after the end of each fiscal year of the City, as such
21 fiscal year may be changed as permitted or required by State law, commencing with the
22 City’s fiscal year ending December 31, 2009. In its provision of annual financial information
23 with respect to these obligations of the City, the City may include by specific reference
24 documents available to the public on the Internet Web site of the MSRB or filed with the
25 Securities and Exchange Commission.
26

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

10 (c) Timely notice of a failure by the City to provide required annual financial
11 information on or before the date specified in paragraph (a) above.

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

20 If the City fails to comply with this Undertaking, the City will proceed with due diligence to
21 cause such noncompliance to be corrected as soon as practicable after the City learns of that failure.
22 No failure by the City or other obligated person to comply with this Undertaking shall constitute a
23 default with respect to the Bonds. The sole remedy of any holder of a Bond will be to take such
24 actions as that holder deems necessary and appropriate to compel the City or other obligated person
25 to comply with this Undertaking.
26

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

3 Section 14. Termination of Undertaking. The City's obligations under the Undertaking
4 described in Section 13 of this resolution shall terminate upon the legal defeasance, prior
5 redemption, or payment in full of all of the then outstanding Bonds. In addition, the Undertaking, or
6 any provision thereof, will be null and void if the City: (i) obtains an opinion of nationally
7 recognized bond counsel or other counsel familiar with federal securities laws to the effect that those
8 portions of the Rule which require the City to comply with the Undertaking, or any such provision,
9 are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (ii) notifies
10 the MSRB of such termination.

11 Section 15. General Authorization. The Mayor and the Director of Finance and each of
12 the other appropriate officers of the City are each authorized and directed to do everything as in their
13 judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions
14 of, and complete the transactions contemplated by, the Bond Ordinance and this resolution.

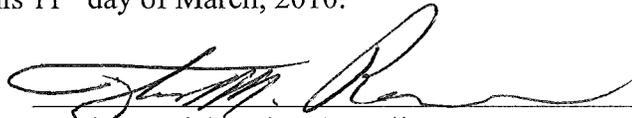
15 Section 16. Severability. The provisions of this resolution are declared to be separate and
16 severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal
17 periods having run, finds any provision of this resolution to be invalid or unenforceable as to any
18 person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be
19 within the limits of enforceability or validity. However, if the offending provision cannot be so
20 modified, it shall be null and void with respect to the particular person or circumstance, and all other
21 provisions of this resolution in all other respects, and the offending provision with respect to all
22 other persons and all other circumstances, shall remain valid and enforceable.

23 Section 17. Ratification of Prior Acts. All acts taken pursuant to the authority of this
24 resolution but prior to its effective date are ratified, approved and confirmed.

25
26

1 Section 18. Section Headings. Section headings in this resolution are used for
2 convenience only and shall not constitute a substantive portion of this resolution.

3 ADOPTED by the City Council the 11th day of March, 2010, and signed by me in open
4 session in authentication of its adoption this 11th day of March, 2010.

5
6 
7 _____
8 President of the City Council

9 Filed this 11th day of March, 2010.

10 (SEAL)

11 
12 _____
13 City Clerk

14 LIST OF EXHIBITS

- 15 Exhibit A Refunded Bonds
16 Exhibit B Allocation of Bonds
17 Exhibit C-1 2010A Bond Form
18 Exhibit C-2 2010B Bond Form
19 Exhibit D Calculation Agency Agreement
20 Exhibit E Notice of Bond Sale
21 Exhibit F-1 Printed Version of All Electronic Bids for the 2010 A Bonds
22 Exhibit F-2 Printed Version of All Electronic Bids for the 2010 B Bonds
23 Exhibit G Form of Refunding Trust Agreement

EXHIBIT A
Refunded Bonds

Designation/ Name of Issue	Date of Issue	Original Principal Amount	Principal Amount Refunded	Maturities to be Refunded "Refunded Bonds"	Redemption Date And Redemption Price
Limited Tax General Obligation Bonds, 2001 (Various Purpose)	August 1, 2001	\$129,760,000	\$85,890,000	2012-2026, inclusive and 2031	at 100% of par
Limited Tax General Obligation Improvement and Refunding Bonds, 2002	January 1, 2002	\$125,510,000	\$30,275,000	2013-2023, inclusive*	at 100% of par

*2013-2017 inclusive, partial maturities refunded.

EXHIBIT B

Allocation of 2010B Bonds

Maturity	New Money Allocation	Refunding Allocation	Total
2010	--	\$ 510,000	\$ 510,000
2011	\$2,555,000	155,000	2,710,000
2012	2,625,000	3,815,000	6,440,000
2013	2,730,000	6,770,000	9,500,000
2014	2,360,000	7,120,000	9,480,000
2015	2,945,000	7,480,000	10,425,000
2016	3,450,000	7,865,000	11,315,000
2017	3,545,000	8,020,000	11,565,000
2018	--	7,125,000	7,125,000
2019	--	7,495,000	7,495,000
2020	--	7,880,000	7,880,000
2021	--	8,325,000	8,325,000
2022	--	5,805,000	5,805,000
2023	--	4,725,000	4,725,000
2024	--	3,415,000	3,415,000
2025	--	3,560,000	3,560,000
2026	--	3,730,000	3,730,000
2027	--	3,895,000	3,895,000
2028	--	4,080,000	4,080,000
2029	--	4,270,000	4,270,000
2030	--	4,465,000	4,465,000
2031	--	4,680,000	4,680,000

1 **EXHIBIT C-1**

2 **Form of 2010A Bond**

3
4 No. R- _____

\$ _____

5
6 Unless this certificate is presented by an authorized representative of The Depository
7 Trust Company, a New York corporation ("DTC"), to the City or its agent for registration
8 of transfer, exchange, or payment, and any certificate issued is registered in the name of
9 Cede & Co. or in such other name as is requested by an authorized representative of DTC
10 (and any payment is made to Cede & Co. or to such other entity as is requested by an
11 authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE
12 HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS
13 WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest
14 herein.

11 **UNITED STATES OF AMERICA**

12 **STATE OF WASHINGTON**

13 **THE CITY OF SEATTLE**

14 **LIMITED TAX GENERAL OBLIGATION IMPROVEMENT BOND, 2010A**
15 **(TAXABLE BUILD AMERICA BONDS-DIRECT PAYMENT)**

16 Interest Rate: _____
17 _____%

Maturity Date: _____

CUSIP NO.: _____

18 Registered Owner: CEDE & Co.

19
20 Principal Amount: _____ THOUSAND AND NO/100 DOLLARS

21 THE CITY OF SEATTLE, WASHINGTON (the "City"), a municipal corporation of the State of
22 Washington, promises to pay to the Registered Owner identified above on the Maturity Date identified
23 above from the General Bond Interest and Redemption Fund of the Cit (the "Bond Fund") maintained by
24 the City to pay this Bond, the Principal Amount identified above and to pay interest (computed on the
25 basis of a 360-day year of twelve 30-day months) thereon from the date of this Bond or from the most
26 recent interest payment date to which interest has been paid at the Interest Rate per annum set forth
27 above, payable semiannually on each February 1 and August 1, commencing August 1, 2010, to the
28 maturity or earlier redemption of this Bond. If this Bond is duly presented for payment and not paid on
its maturity or call date, then interest shall continue to accrue at the Interest Rate identified above until
this Bond, both principal and 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.

1 Both principal of and interest on this Bond are payable in lawful money of the United States of
2 America. Principal is payable only to the Registered Owner upon presentation and surrender of this Bond
3 to the fiscal agent of the State of Washington (as the same may be designated by the State of Washington
4 from time to time) (the "Bond Registrar"). Payment of each installment of interest shall be made to the
5 Registered Owner whose name appears on the registration books of the City maintained by the Bond
6 Registrar (the "Bond Register") at the close of business on the record date, the 15th day of the month
7 preceding the interest payment date, and shall be paid by check or draft of the Bond Registrar mailed on
8 the interest payment date to the Registered Owner at the address appearing on the Bond Register or, when
9 requested in writing prior to the record date by a registered owner of \$1,000,000 or more principal
10 amount of the Bonds, by wire transfer on the interest payment date. Notwithstanding the foregoing, as
11 long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company
12 ("DTC"), payment of principal and interest shall be made in accordance with the Letter of
13 Representations given by the City to DTC.

9 This Bond is one of an authorized issue of bonds designated The City of Seattle, Washington,
10 Limited Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds – Direct
11 Payment) (the "Bonds"), aggregating \$66,510,000 in principal amount, maturing annually in the years
12 2018 through 2030, inclusive, of like date, tenor and effect, except as to maturity dates, interest rates,
13 options of redemption, denominations and numbers, issued by the City for general City purposes, all as
14 set forth in Ordinance 123156 and Resolution 31191 of the City (collectively, the "Bond Legislation").
15 The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple
16 thereof within a single maturity.

14 For as long as any of the Bonds are outstanding, the City irrevocably pledges to include in its
15 budget and to levy taxes annually within the constitutional and statutory tax limitations provided by law
16 without a vote of the electors of the City on all of the taxable property within the City in an amount
17 sufficient, together with other money legally available and to be used therefor, to pay when due the
18 principal of and interest on the Bonds, and the full faith, credit and resources of the City are pledged
19 irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and
20 interest.

18 The City reserves the right and option to redeem the Bonds prior to their stated maturity dates at
19 any time, as a whole or in part, at a price of par plus the Make-Whole Premium, if any, together with
20 accrued interest to the date fixed for redemption. The City reserves the right and option to redeem the
21 Bonds prior to their stated maturity dates upon the occurrence of an Extraordinary Event, as a whole or in
22 part, at a price of par plus the Make-Whole Premium, calculated using the Treasury Rate plus 100 basis
23 points, together with accrued interest to the date fixed for redemption.

22 If fewer than all of the Bonds are to be redeemed prior to maturity the City will select the
23 maturity or maturities to be redeemed. If fewer than all of the bonds of a single maturity of Bonds are to
24 be redeemed prior to maturity, then:

- 24 (i) if such Bonds are in book-entry form at the time of such redemption, the Bond Registrar
25 shall instruct DTC to instruct the DTC participants to select the specific Bonds for
26 redemption pro rata among maturities and within each maturity, and neither the City nor
27 the Bond Registrar will have any responsibility to ensure that DTC or the DTC
28 participants properly select such Bonds for redemption, and

1 (ii) if such Bonds are not in book-entry form at the time of such redemption, on each
2 redemption date, the Bond Registrar shall select the specific Bonds for redemption pro
3 rata among maturities and within each maturity,

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

9 Notwithstanding the foregoing, for as long as the Bonds are registered in the name of Cede &
10 Co., as nominee of DTC, Bonds shall be selected for redemption in accordance with the Letter of
11 Representations.

12 While the Bonds are held by DTC in book-entry only form, any notice of redemption shall be
13 given at the time, to the entity and in the manner required by DTC in accordance with the Letter of
14 Representations, and the Bond Registrar shall not be required to give any other notice of redemption. If
15 the Bonds cease to be in book-entry only form, the City shall cause notice of any intended redemption of
16 Bonds to be given by the Bond Registrar not less than 30 nor more than 60 days prior to the date fixed for
17 redemption by first-class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the
18 address appearing on the Bond Register at the time the Bond Registrar prepares the notice, and the
19 requirements of the Bond Legislation shall be deemed to have been fulfilled when notice has been mailed
20 as so provided, whether or not it is actually received by the owner of any Bond.

21 In the case of an optional redemption, the notice may state that the City retains the right to rescind
22 the redemption notice and the related optional redemption of Bonds by giving a notice of rescission to the
23 affected registered owners at any time prior to the scheduled optional redemption date. Any notice of
24 optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of
25 optional redemption has been rescinded shall remain outstanding.

26 Interest on Bonds called for redemption shall cease to accrue on the date fixed for redemption
27 unless the Bond or Bonds called are not redeemed when presented pursuant to the call. In addition, the
28 redemption 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, or their successors, to the MSRB
and to such other persons and with such additional information as the Director of Finance shall determine,
but these additional mailings shall not be a condition precedent to the redemption of Bonds.

The City further reserves the right and option to purchase any or all of the Bonds in the open
market at any time at any price acceptable to the City plus accrued interest to the date of 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. The City
irrevocably and unconditionally covenants that it will keep and perform all of the covenants of this Bond
and of the Bond Legislation. Reference also is made to the Bond Legislation for the definitions of the
capitalized terms used and not otherwise defined herein.

In the manner and subject to the limitations set forth in the Bond Legislation, this Bond may be
transferred by the Registered Owner or by such Owner's authorized agent at the Bond Registrar on
completion of the assignment form appearing hereon and surrender and cancellation of this Bond. Upon

1 such transfer, a new Bond (or Bonds, at the option of the new Registered Owner) of an equal aggregate
2 principal amount and of the same interest rate and maturity in any authorized denomination will be issued
3 to the new Registered Owner, without charge, in exchange therefor. This Bond and other Bonds may be
4 surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal
5 amount of Bonds of the same interest rate and maturity in any authorized denomination. The Bond
6 Registrar shall not be obligated to transfer or exchange any Bond during the 15 days preceding any
7 principal payment or redemption date.

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

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

15 The principal of and interest on this Bond shall be paid only to the Registered Owner as of the
16 record date and to no other person or entity, and this Bond may not be assigned except on the Bond
17 Register.

18 It is certified that all acts, conditions and things required to be done precedent to and in the
19 issuance of this Bond have been done, have happened and have been performed as required by law, and
20 that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or
21 statutory limitations.

22 IN WITNESS WHEREOF, the City has caused this Bond to be executed on behalf of the City by
23 the facsimile signatures of its Mayor and Director of Finance and a facsimile reproduction of the seal of
24 the City to be printed hereon, this 31st day of March, 2010.

25 CITY OF SEATTLE, WASHINGTON

26 Date of Authentication: _____

27 CERTIFICATE OF AUTHENTICATION

28 This Bond is one of the fully registered City of Seattle, Washington, Limited Tax General
Obligation Improvement Bonds, 2010A (Taxable Build America Bonds – Direct Payment), described in
the Bond Legislation.

WASHINGTON STATE FISCAL AGENT
Bond Registrar

By _____
Authorized Signer

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ASSIGNMENT

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

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

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

DATED: _____.

Registered Owner

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

Signature Guaranteed:

(NOTE: Signature must be guaranteed pursuant to law.)

EXHIBIT C-2

Form of 2010B Bond

No. R- _____ \$ _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF WASHINGTON

THE CITY OF SEATTLE

**LIMITED TAX GENERAL OBLIGATION
IMPROVEMENT AND REFUNDING BOND, 2010B**

Interest Rate: _____ Maturity Date: _____ CUSIP NO.: _____
_____ % _____

Registered Owner: CEDE & Co.

Principal Amount: _____ THOUSAND AND NO/100 DOLLARS

The CITY OF SEATTLE, WASHINGTON (the "City"), a municipal corporation of the State of Washington, promises to pay to the Registered Owner identified above on the Maturity Date identified above from the General Bond Interest and Redemption Fund of the City (the "Bond Fund") maintained by the City to pay this Bond the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) thereon from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above, payable semiannually on each February 1 and August 1, commencing August 1, 2010, to the maturity or earlier redemption of this Bond. If this Bond is not redeemed when properly presented at its maturity or call date, then interest shall continue to accrue at the Interest Rate identified above until this Bond, both principal and interest, is paid in full or until sufficient money for its payment in full has been deposited in the Bond Fund and this Bond has been called for payment by giving notice to the Registered Owner.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Principal is payable only to the Registered Owner upon presentation and surrender of this Bond to the fiscal agent of the State of Washington (as the same may be designated by the State of Washington from time to time) (the "Bond Registrar"). Payment of each installment of interest shall be made to the

1 Registered Owner whose name appears on the registration books of the City maintained by the Bond
2 Registrar (the "Bond Register") at the close of business on the record date, the 15th day of the month
3 preceding the interest payment date, and shall be paid by check or draft of the Bond Registrar mailed on
4 the interest payment date to the Registered Owner at the address appearing on the Bond Register or, when
5 requested in writing prior to the record date by a registered owner of \$1,000,000 or more principal
6 amount of the Bonds, by wire transfer on the interest payment date. Notwithstanding the foregoing, as
7 long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company
8 ("DTC"), payment of principal and interest shall be made in accordance with the Letter of
9 Representations given by the City to DTC.

10 This Bond is one of an authorized issue of bonds designated The City of Seattle, Washington,
11 Limited Tax General Obligation Improvement and Refunding Bonds, 2010B (the "Bonds"), aggregating
12 \$135,395,000 in principal amount, maturing annually in the years 2010 through 2031, inclusive, of like
13 date, tenor and effect, except as to maturity dates, interest rates, options of redemption, denominations
14 and numbers, issued by the City for general City purposes, all as set forth in Ordinance No. 121651, as
15 amended by Ordinance 122286, Ordinance 123156 and Resolution 31191 of the City (collectively, the
16 "Bond Legislation"). The Bonds are issued in fully registered form in the denomination of \$5,000 or any
17 integral multiple thereof within a single maturity.

18 For as long as any of the Bonds are outstanding, the City irrevocably pledges to include in its
19 budget and to levy taxes annually within the constitutional and statutory tax limitations provided by law
20 without a vote of the electors of the City on all of the taxable property within the City in an amount
21 sufficient, together with other money legally available and to be used therefor, to pay when due the
22 principal of and interest on the Bonds, and the full faith, credit and resources of the City are pledged
23 irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and
24 interest.

25 Bonds maturing in the years 2010 through 2020, inclusive, are issued without the right or option
26 of the City to redeem those Bonds prior to their stated maturity dates. The City reserves the right and
27 option to redeem Bonds maturing on or after August 1, 2021, prior to their stated maturity dates at any
28 time on or after August 1, 2020, as a whole or in part (within one or more maturities selected by the City
and randomly within a maturity in such manner as the Bond Registrar shall determine), at par plus
accrued interest to the date fixed for redemption.

If fewer than all of the Bonds are to be redeemed prior to maturity, the City will select the
maturity or maturities to be redeemed. If fewer than all of the bonds of a single maturity of the Bonds are
to be redeemed prior to maturity then:

- (i) if such Bonds are in book-entry form at the time of such redemption, DTC shall select the
specific Bonds in accordance with the Letter of Representations, and
- (ii) if such Bonds are not in book entry form at the time of such redemption, on each
redemption date, the Bond Registrar shall select the specific Bonds for redemption by lot
or in such manner as the Bond Registrar in its discretion may deem to be fair and
appropriate.

Any Bond in the principal amount of greater than \$5,000 may be redeemed partially in any
integral multiple of \$5,000. In such event, upon surrender of that Bond to the Bond Registrar, there shall
be issued to the Registered Owner a new Bond (or Bonds, at the option of the Registered Owner), of the

1 same interest rate and maturity in any of the denominations authorized by the Bond Legislation in the
2 aggregate principal amount remaining unredeemed, without charge therefor.

3 Notwithstanding the foregoing, for as long as the Bonds are registered in the name of Cede &
4 Co., as nominee of DTC, Bonds shall be selected for redemption in accordance with the Letter of
Representations.

5 While the Bonds are held by DTC in book-entry only form, any notice of redemption shall be
6 given at the time, to the entity and in the manner required by DTC in accordance with the Letter of
7 Representations, and the Bond Registrar shall not be required to give any other notice of redemption. If
8 the Bonds cease to be in book-entry only form, the City shall cause notice of any intended redemption of
9 Bonds to be given by the Bond Registrar not less than 30 nor more than 60 days prior to the date fixed for
redemption by first-class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the
address appearing on the Bond Register at the time the Bond Registrar prepares the notice, and the
requirements of the Bond Legislation shall be deemed to have been fulfilled when notice has been mailed
as so provided, whether or not it is actually received by the owner of any Bond.

10 In the case of an optional redemption, the notice may state that the City retains the right to rescind
11 the redemption notice and the related optional redemption of Bonds by giving a notice of rescission to the
12 affected registered owners at any time prior to the scheduled optional redemption date. Any notice of
optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of
optional redemption has been rescinded shall remain outstanding.

13 Interest on Bonds called for redemption shall cease to accrue on the date fixed for redemption
14 unless the Bond or Bonds called are not redeemed when presented pursuant to the call. In addition, the
15 redemption notice shall be mailed within the same period, postage prepaid, to Moody's Investors Service,
16 Inc., and Standard & Poor's at their offices in New York, New York, or their successors, to the MSRB
and to such other persons and with such additional information as the Director of Finance shall determine,
but these additional mailings shall not be a condition precedent to the redemption of Bonds.

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

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

23 In the manner and subject to the limitations set forth in the Bond Legislation, this Bond may be
24 transferred by the Registered Owner or by such Owner's authorized agent at the Bond Registrar on
completion of the assignment form appearing hereon and surrender and cancellation of this Bond. Upon
25 such transfer, a new Bond (or Bonds, at the option of the new Registered Owner) of an equal aggregate
principal amount and of the same interest rate and maturity in any authorized denomination will be issued
26 to the new Registered Owner, without charge, in exchange therefor. This Bond and other Bonds may be
surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal
27 amount of Bonds of the same interest rate and maturity in any authorized denomination. The Bond
Registrar shall not be obligated to transfer or exchange any Bond during the 15 days preceding any
28 principal payment or redemption date.

1 practicable on or after the day that is 90 days prior, and in no event later than the day that
2 is 45 days prior, to each interest payment date for the Bonds; and

- 3 (iv) direct that payment of the amounts due from the Department of the Treasury be remitted
4 as instructed by the City's Director of Finance, or as otherwise directed by the Issuer
5 pursuant to written payment instructions filed by the Issuer with the Calculation Agent.

6 **Section 4. Compensation.** The Issuer agrees to pay the Calculation Agent fees as set forth
7 in **Exhibit B** attached hereto and made a part hereof, and, if applicable, to reimburse the Calculation
8 Agent for its out-of-pocket expenses (including, without limitation, legal and accounting fees and
9 expenses). Such fees and expenses will be invoiced to the Issuer, and shall not be payable from amounts
10 due from the Department of the Treasury, and the Calculation Agent shall have no right to set off any fees
11 or expenses owing to the Calculation Agent against, nor shall the Calculation Agent have any lien on, any
12 such amounts or any amounts in the Account. To the extent permitted by law, the Issuer shall save the
13 Calculation Agent, its officers, employees, directors and agents (each, a "Protected Person") harmless
14 from and against all claims, losses, costs, expenses, liabilities and damages, including legal fees and
15 expenses, (i) arising out of or based upon the offering, issuance and sale of the Bonds and the use and
16 application of the proceeds of the Bonds, (ii) arising as a result of the Issuer's failure to pay debt service
17 on the Bonds or (iii) arising out of the exercise and performance by the Calculation Agent of its powers
18 and duties hereunder; provided, that no indemnification made under this Section 4 will extend to any
19 claims arising out of misconduct or negligence by the Calculation Agent or another Protected Person or
20 failure of the Calculation Agent to perform its duties and obligations as set forth in this Agreement. If the
21 Calculation Agent renders any service hereunder not provided for in this Agreement, or the Calculation
22 Agent is made a party to or intervenes in any action, any governmental agency, administrative or
23 regulatory proceeding or any litigation pertaining to this Agreement or institutes interpleader proceedings
24 relative hereto, the Calculation Agent shall be compensated reasonably by the Issuer for such
25 extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties
26 and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned
27 thereby. This Section 4 shall survive the termination of this Agreement and the earlier removal or
28 resignation of the Calculation Agent with respect to matters arising prior to termination (that are the
 subject of claims which are brought before or after termination).

Section 5. Instructions From the Issuer; Advice of Counsel. At any time the Calculation
Agent may apply to any Authorized Officer for instructions, and shall have the right, but not the
obligation, to consult with counsel of its choice at the reasonable expense of the Issuer and shall not be
liable for action taken or omitted to be taken either in accordance with such instruction or such advice of
counsel, or in accordance with any opinion of counsel to the Issuer addressed to the Calculation Agent.

Section 6. Concerning the Calculation Agent. The Calculation Agent shall have only
those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and
shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or
nominees. The Calculation Agent shall neither be responsible for, nor chargeable with, knowledge of the
terms and conditions of any other agreement, instrument or document in connection herewith, including
without limitation the Bond Legislation. The Calculation Agent shall not be answerable for other than its
negligence or willful misconduct. The Calculation Agent shall have no responsibility for the payment of
debt service with respect to the Bonds. The Calculation Agent shall be protected in acting upon any paper
or document believed by it to be genuine and to have been signed by the proper person or persons and
shall not be held to have notice of any change of authority of any person, until receipt of written notice
thereof from the Issuer. The Calculation Agent shall not be under any obligation to prosecute any action
or suit in respect of the agency relationship which, in its sole judgment, may involve it in expense or
liability. In any action or suit the Issuer shall, as often as requested, reimburse the Calculation Agent for

1 any expense or liability growing out of such action or suit by or against the Calculation Agent in its
2 agency capacity; provided, however, that no such reimbursement shall be made for any expense or
3 liability arising as a result of Calculation Agent's gross negligence or willful misconduct. For purposes of
4 this Agreement, the Calculation Agent's failure to timely file a Form 8038-CP with the Department of the
5 Treasury as described in Section 3 shall be deemed "gross negligence" unless such failure to file is due to
6 an act or omission of the Issuer or is due to an event described in the following paragraph.

7 The Calculation Agent shall not be responsible or liable for any failure or delay in the
8 performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by
9 circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire;
10 flood; wars; terrorism; military disturbances; sabotage; epidemic; riots; accidents; labor disputes; acts of
11 civil or military authority; or governmental action; it being understood that Calculation Agent shall use
12 commercially reasonable efforts which are consistent with accepted practices in the banking industry to
13 resume performance as soon as reasonably practicable under the circumstances.

14 Anything in this Agreement to the contrary notwithstanding, in no event shall the Calculation
15 Agent be liable for special, punitive, indirect or consequential loss or damage of any kind whatsoever
16 (including but not limited to lost profits), even if the Calculation Agent has been advised of the likelihood
17 of such loss or damage and regardless of the form of action.

18 The Calculation Agent agrees to accept and act upon instructions or directions pursuant to this
19 Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic
20 methods, provided, however, that the Issuer shall provide to the Calculation Agent an incumbency
21 certificate listing each Authorized Officer, which incumbency certificate shall be amended whenever an
22 Authorized Officer is to be added or deleted. If the Issuer elects to give the Calculation Agent e-mail or
23 facsimile instructions (or instructions by a similar electronic method) and the Calculation Agent in its
24 discretion elects to act upon such instructions, the Calculation Agent's understanding of such instructions
25 shall be deemed controlling. The Calculation Agent shall not be liable for any losses, costs or expenses
26 arising directly or indirectly from the Calculation Agent's reliance upon and compliance with such
27 instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written
28 instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to
submit instructions and directions to the Calculation Agent, including without limitation the risk of the
Calculation Agent acting on unauthorized instructions, and the risk or interception and misuse by third
parties.

Any banking association or corporation into which the Calculation Agent may be merged,
converted or with which the Calculation Agent may be consolidated, or any banking association or
corporation resulting from any merger, conversion or consolidation to which the Calculation Agent shall
be a party, or any banking association or corporation to which all or substantially all of the corporate trust
business of the Calculation Agent shall be transferred, shall succeed to all the Calculation Agent's rights,
obligations and immunities hereunder without the execution or filing of any paper or any further act on
the part of the parties hereto, anything herein to the contrary notwithstanding.

1 **Section 7. Notices.** Until changed by notice in writing, communications between the parties
2 shall be delivered to:

3 If to the Issuer: The City of Seattle, Washington
4 600 Fourth Avenue, 6th Floor
5 Post Office Box 94747
6 Seattle, Washington 98124
7 Attn: Debt Manager
8 Fax: (206) 684-8534

9 If to the Calculation Agent: The Bank of New York Mellon
10 Global Corporate Trust – Municipal Finance
11 101 Barclay Street – 7 West
12 New York, New York 10286
13 Attn: Fiscal Agency Unit
14 Fax: (212) 815-3455

15 **Section 8. Destruction of Records, Instruments and Papers.** The Calculation Agent shall
16 retain in its files records, instruments and papers maintained by it in relation to its agency consistent with
17 the requirements for the fiscal agent to retain records under the fiscal agency contract between the State of
18 Washington and its fiscal agent.

19 **Section 9. Resignation or Removal of Calculation Agent.** Any time, other than on a day
20 during the 60 day period preceding any periodic payment date for the Bonds, the Calculation Agent may
21 resign by giving at least 45 days' prior written notice to the Issuer; and the Calculation Agent's agency
22 shall be terminated and its duties shall cease upon expiration of such 45 days or such lesser period of time
23 as shall be mutually agreeable to the Calculation Agent and the Issuer. At any time, following at least 60
24 days' prior written notice (or such lesser period of time as shall be mutually agreeable to the Calculation
25 Agent and the Issuer) the Calculation Agent may be removed from its agency by the Issuer. Such
26 removal shall become effective upon the expiration of the 60 day or agreed lesser time period, and upon
27 payment to the Calculation Agent of all amounts payable to it in connection with its agency. In such
28 event, the Calculation Agent shall deliver to the Issuer copies of pertinent records then in the Calculation
Agent's possession which are reasonably requested by the Issuer.

Section 10. Effectiveness and Term. This Agreement shall remain in effect and the agency
established by the Agreement shall continue until (i) terminated by mutual agreement of Issuer and
Calculation Agent, (ii) the resignation or removal of Calculation Agent pursuant to Section 9 or (iii) after
all Bonds have been retired or defeased.

Section 11. Conflict with Bond Legislation. In the event of a conflict between the
provisions of this Agreement and those of the Bond Legislation, the terms of the Bond Legislation shall
govern.

Section 12. Governing Law. This Agreement shall be governed by and construed in
accordance with the laws of the State of Washington. Venue for any dispute arising under this Agreement
shall be in the Superior Court of the State of Washington in the county in which the Issuer is located.

Section 13. Execution in Counterparts. This Agreement may be executed in counterparts,
each such counterpart shall for all purposes be deemed to be a original, and all of such counterparts, or as
many of them as the Issuer and the Calculation Agent shall preserve undestroyed, shall together constitute
but one and the same instrument.

EXHIBIT A

DESCRIPTION OF BONDS

\$ _____
The City of Seattle, Washington
Limited Tax General Obligation Improvement Bonds, 2010A
(Taxable Build America Bonds – Direct Payment)

Debt Service Schedule

<u>Period</u> <u>Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Gross Debt</u> <u>Service</u>	<u>Federal</u> <u>Credit</u> <u>Payment</u>	<u>Net Debt</u> <u>Service</u>
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Total

EXHIBIT B
FEE SCHEDULE

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EXHIBIT E

REVISED OFFICIAL NOTICE OF BOND SALE

THE CITY OF SEATTLE, WASHINGTON

\$67,085,000*

**Limited Tax General Obligation Improvement Bonds, 2010A
(Taxable Build America Bonds-Direct Payment)**

\$132,730,000*

Limited Tax General Obligation Improvement and Refunding Bonds, 2010B

Electronic bids for purchase of The City of Seattle Limited Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds-Direct Payment) (the "2010A Bonds"), and Limited Tax General Obligation Improvement and Refunding Bonds, 2010B (the "2010B Bonds"), will be received by The City of Seattle, Washington (the "City"), by the Director of Finance via BiDCOMP/PARITY's electronic bidding service, in the manner described below, on

MARCH 11, 2010, AT

2010A BONDS: 7:30 A.M., PACIFIC TIME,

2010B BONDS: 8:30 A.M., PACIFIC TIME,

or such other day or time and under such other terms and conditions as may be established by the Director of Finance and communicated by wire service not less than 18 hours prior to the time bids are to be received.

The 2010A Bonds and the 2010B Bonds collectively are referred to in this Official Notice of Bond Sale as the "Bonds."

Bids must be submitted electronically via BiDCOMP/PARITY in accordance with this Official Notice of Bond Sale. For further information about BiDCOMP/PARITY, potential bidders may contact BiDCOMP/PARITY at 212-404-8102. Hard copy bids will not be accepted. The City will make an official bid form (the "Official Bid Form") for each series of the Bonds available to BiDCOMP/PARITY and as described under "Bidding Information and Award—Bid Forms" at least 18 hours prior to the time bids are to be received.

No bid will be received after the time for receiving bids specified above. All proper bids received with respect to the Bonds are expected to be considered and acted on by the City Council on March 11, 2010. No bid will be awarded until the City Council has adopted a resolution accepting the bid at its meeting.

Modification, Cancellation, Postponement. Bidders are advised that the City may modify the terms of this Official Notice of Bond Sale prior to the time for receipt of bids, including to change the principal amount and principal payments of one or more series of the Bonds if the City elects not to refund all or any of the bonds expected to be refunded with the 2010B Bonds or because the City elects to change the principal amounts of the two series or to change the redemption provisions. Any such modification will be announced through The Bond Buyer Wire (available on TM3, the Thomson Municipal Market Monitor, at <http://www.tm3.com>, which reference is not incorporated herein by reference) (the "News Service"), prior to 1:00 p.m., Pacific Time, on March 10, 2010. In addition, the City may cancel or postpone the date and time for the receipt of bids for the Bonds at any time prior to the opening of the bids. Notice of such cancellation or postponement will be communicated through the News Service as soon as practicable following such cancellation or postponement.

* Preliminary, subject to change.

1 As an accommodation to bidders, telephone, facsimile or electronic notice of any amendment or modification
2 of this Official Notice of Bond Sale will be given to any bidder requesting such notice from the City's Financial
3 Advisor at the address and phone number provided under "Contact Information" in this Official Notice of
4 Bond Sale.

5 CONTACT INFORMATION

6 City of Seattle Debt Manager	Michael van Dyck (206) 684-8347 <i>michael.vandyck@seattle.gov</i>
7 Financial Advisor	Rob Shelley, Seattle-Northwest Securities office (206) 628-2879; cell (206) 601-2249 <i>rshelley@snwsc.com</i>
8 Bond Counsel	Hugh Spitzer, Foster Pepper PLLC (206) 447-8965 <i>spith@foster.com</i>

10 DESCRIPTION OF THE BONDS

11 Bond Details

12 The Bonds will be dated the date of their initial delivery. Interest on the Bonds will be paid semiannually on
13 each February 1 and August 1, beginning August 1, 2010.

14 Registration and Book-Entry Only System

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

23 Election of Maturities

24 *2010A Bonds.* The successful bidder for the 2010A Bonds shall designate whether some or all of the principal
25 amounts of the 2010A Bonds, as set forth below, shall be retired on August 1 of each respective year as serial
26 bonds maturing in such year, or as amortization installments of 2010A Term Bonds maturing on those
27 respective dates in the years specified by the bidder. 2010A Term Bonds, if any, must consist of the total
28 principal payments of two or more consecutive years and mature in the latest of those years.

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Years (August 1)	Serial Maturities or Amortization Installments*
2018	\$ 4,405,000
2019	4,395,000
2020	5,230,000
2021	5,200,000
2022	6,875,000
2023	11,890,000
2024	12,600,000
2025	13,215,000
2026	610,000
2027	630,000
2028	655,000
2029	675,000
2030	705,000

* Preliminary, subject to change. These amounts will constitute principal maturities of the 2010A Bonds unless 2010A Term Bonds are specified by the successful bidder, in which case these amounts may constitute mandatory sinking fund redemptions of 2010A Term Bonds.

2010B Bonds. The successful bidder for the 2010B Bonds shall designate whether some or all of the principal amounts of the 2010B Bonds, as set forth below, shall be retired on August 1 of each respective year as serial bonds maturing in such year, or as amortization installments of 2010B Term Bonds maturing on those respective dates in the years specified by the bidder. 2010B Term Bonds, if any, must consist of the total principal payments of two or more consecutive years and mature in the latest of those years.

Years (August 1)	Serial Maturities or Amortization Installments⁽¹⁾
2010	\$ 635,000
2011	2,755,000
2012	6,515,000
2013	9,625,000
2014	9,520,000
2015	10,360,000
2016	11,155,000
2017	11,275,000
2018	6,780,000
2019	7,135,000
2020	7,505,000
2021	7,925,000 ⁽²⁾
2022	5,555,000 ⁽²⁾
2023	4,520,000 ⁽²⁾
2024	3,210,000 ⁽²⁾
2025	3,395,000 ⁽²⁾
2026	3,590,000 ⁽²⁾
2027	3,795,000 ⁽²⁾
2028	4,015,000 ⁽²⁾
2029	4,245,000 ⁽²⁾
2030	4,480,000 ⁽²⁾
2031	4,740,000 ⁽²⁾

- 1 (1) Preliminary, subject to change.
- 2 (2) These amounts will constitute principal maturities of the 2010B Bonds unless 2010B Term Bonds
- 3 are specified by the successful bidder, in which case these amounts may constitute mandatory
- 4 sinking fund redemptions of 2010B Term Bonds.

5 **Redemption**

6 *Optional Redemption—2010A Bonds.* The City reserves the right and option to redeem the 2010A Bonds prior to

7 their stated maturity dates at any time, as a whole or in part, at a price of par plus the Make-Whole Premium

8 (as defined in the Preliminary Official Statement), which is calculated using the Treasury Rate (as defined in

9 the Preliminary Official Statement) plus 25 basis points, together with accrued interest to the date fixed for

10 redemption.

11 *Extraordinary Optional Redemption—2010A Bonds.* The City reserves the right and option to redeem the 2010A

12 Bonds prior to their stated maturity dates upon the occurrence of an Extraordinary Event, as a whole or in

13 part, at a price of par plus the Extraordinary Redemption Premium (as defined in the Preliminary Official

14 Statement), which is calculated using the Treasury Rate (as defined in the Preliminary Official Statement) plus

15 100 basis points, together with accrued interest to the date fixed for redemption.

16 An "Extraordinary Event" will have occurred if a material adverse change has occurred to Section 54AA or

17 Section 6431 of the Internal Revenue Code of 1986, as amended (the "Code") (as such Sections were added by

18 Section 1531 of the American Recovery and Reinvestment Act of 2009 pertaining to "Build America Bonds")

19 pursuant to which the City's 35 percent direct payments from the United States Treasury in respect of interest

20 on the 2010A Bonds are reduced or eliminated.

21 *Optional Redemption—2010B Bonds.* The 2010B Bonds maturing on or before August 1, 2020, are not subject to

22 redemption prior to maturity. The City reserves the right and option to redeem the 2010B Bonds maturing on

23 or after August 1, 2021, prior to their stated maturity dates at any time on and after August 1, 2020, as a whole

24 or in part, at a price of par plus accrued interest to the date fixed for redemption.

25 *Selection of Bonds for Redemption.* If fewer than all of a series of Bonds are to be redeemed prior to maturity, the

26 selection of such Bonds for redemption shall be made as described in the Preliminary Official Statement in

27 "Description of the Bonds—Redemption of Bonds."

28 **Purpose**

The Bonds are being issued to (i) pay for part of the costs of various projects, (ii) refund certain outstanding bonds

of the City (the "Refunded Bonds"), and (iii) pay the costs of issuing the Bonds and refunding the Refunded

Bonds.

Security

The Bonds are general obligations of the City, secured by the City's irrevocable pledge to include in its budget

and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote

of the electors of the City on all of the taxable property within the City in an amount sufficient, together with

other money legally available and to be used therefor, to pay when due the principal of and interest on the

Bonds. The full faith, credit and resources of the City are pledged irrevocably for the annual levy and

collection of the taxes pledged to the Bonds, and the prompt payment of the principal of and interest on the

Bonds.

THE BONDS DO NOT CONSTITUTE A DEBT OF THE STATE OF WASHINGTON OR ANY POLITICAL SUBDIVISION

THEREOF OTHER THAN THE CITY.

1 **BIDDING INFORMATION AND AWARD**

2 Bidders are invited to submit bids for the purchase of either or both series of the Bonds fixing the interest rate
3 or rates that the Bonds will bear. Interest rates bid shall be in multiples of 1/8 or 1/100 of one percent, or
4 both. No more than one rate of interest may be fixed for any one maturity.

5 All bids shall be without condition. The City strongly encourages the inclusion of Women and Minority
6 Business Enterprise firms in bidding syndicates.

7 *2010A Bonds.* No bid will be considered for the 2010A Bonds that is less than an amount equal to 98 percent
8 nor more than an amount equal to 102 percent of the par value of the 2010A Bonds or for less than the entire
9 offering of the 2010A Bonds. Each individual maturity must be reoffered at a yield that will produce a price of
10 not more than 102.0 percent.

11 *2010B Bonds.* No bid will be considered for the 2010B Bonds that is less than an amount equal to 100 percent
12 of the par value of the 2010B Bonds nor more than an amount equal to 114 percent of the par value of the
13 2010B Bonds. No bid for less than the entire offering of the 2010B Bonds will be accepted. Each individual
14 maturity must be reoffered at a yield that will produce a price of not less than 98 percent of the principal
15 amount for that maturity. For the purpose of the preceding sentence, "price" means the lesser of the price at
16 the redemption date or the price at the maturity date.

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

18 Bidders are advised that the City may increase or decrease the total principal amount of either or both series of
19 the Bonds and/or the amounts of individual maturities stated in this Official Notice of Bond Sale (including
20 any amendments issued by the City through a wire service) prior to the bidding. If such changes are made,
21 they will be reflected in the Official Bid Forms to be made available through BiDCOMP/PARITY.

22 **Official Bid Forms**

23 The Official Bid Forms will be made available by 1:00 p.m., Pacific Time, on March 10, 2010. The City will
24 provide the Official Bid Forms to BiDCOMP/PARITY. The Official Bid Forms also can be obtained from
25 either the City's Debt Manager or the City's Financial Advisor. See "Contact Information."

26 **Bidding Process**

27 By submitting an electronic bid for either or both series of the Bonds, each bidder thereby agrees to the
28 following terms and conditions:

- 29 (i) If any provision in this Official Notice of Bond Sale conflicts with information or terms provided to or
30 required of the bidder by BiDCOMP/PARITY, this Official Notice of Bond Sale (including any
31 amendments issued by the City through a wire service) and the applicable Official Bid Form shall
32 control. Information provided by BiDCOMP/PARITY to bidders shall form no part of any bid or of
33 any contract between the successful bidder and the City unless that information is included in this
34 Official Notice of Bond Sale or in the applicable Official Bid Form to be made available by the City.
- 35 (ii) The bidder is solely responsible for making necessary arrangements to access BiDCOMP/PARITY
36 for purposes of submitting a timely bid that is in compliance with the requirements of this Official
37 Notice of Bond Sale (including any amendments issued by the City through a wire service) and with
38 the applicable Official Bid Form.
- 39 (iii) The City shall have no duty or obligation to provide or assure access to BiDCOMP/PARITY, and
40 shall not be responsible for the proper operation of BiDCOMP/PARITY or have any liability for any
41 delays or interruptions of, or any damages caused by, use or attempted use of BiDCOMP/PARITY.
- 42 (iv) BiDCOMP/PARITY is not the City's agent, but rather is the bidder's agent in submitting its bid to
43 the City.

- 1 (v) The City will regard the electronic transmission of each bid it receives through BiDCOMP/PARITY
2 (including information regarding the purchase price of the Bonds and interest rates for any maturity of
3 the Bonds) as being submitted on the Official Bid Form to be made available by the City and executed
4 on behalf of the named bidder by a duly authorized signatory.
- 5 (vi) If an electronic bid for the Bonds is accepted by the City, this Official Notice of Bond Sale (including
6 any amendments issued by the City through a wire service), the applicable Official Bid Form to be
7 made available by the City and the information regarding the purchase price of each series of the
8 Bonds, any Term Bonds specified, and the interest rates for each maturity of each series of the Bonds
9 that is submitted electronically to the City through BiDCOMP/PARITY shall form a contract
10 between the bidder and the City, and the bidder shall be bound by the terms of such contract whether
11 or not such bidder in fact attempted or intended to submit a bid on those terms.

8 **Good Faith Deposit**

9 In order to be considered by the City Council, all bids must be backed by a good faith deposit in the amount of
10 \$600,000 with respect to the 2010A Bonds and \$1,450,000 with respect to the 2010B Bonds.

11 The good faith deposit for each series of the Bonds must be paid by federal funds wire transfer within
12 90 minutes after the verbal award to the successful bidder for such series. Wiring instructions will be provided
13 to the successful bidder for such series at the time of the verbal award.

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

16 **Award**

17 The Bonds of each series will be sold to the bidder making a bid conforming to the terms of the offering and
18 which, on the basis of the City's determination of the lowest true interest cost, is the best bid. The true interest
19 cost to the City will be the rate that, when used to discount to the date of the applicable series of the Bonds all
20 future payments of principal and interest (using semiannual compounding and a 30/360 day basis), produces
21 an amount equal to the bid amount, without regard to the interest accrued to the date of delivery of such series
22 of the Bonds. The true interest cost calculations for any bids received on a series of Bonds will be performed
23 by the City's Financial Advisor, and the City will base its determination of the best bid for a series of Bonds
24 solely on such calculations. If there are two or more equal bids for a series of the Bonds and those bids are the
25 best bids received, the Director of Finance will determine by lot which bid will be presented to the City
26 Council. *For bids submitted for the 2010A Bonds, the true interest cost to the City will be determined after subtracting
27 35 percent of each interest payment.*

28 The City reserves the right to reject any or all bids submitted and to waive any formality or irregularity in any
bid or the bidding process. If all bids for a series of the Bonds are rejected, then such series of 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 will not be considered by the City
Council. The successful bid for each series of the Bonds shall remain in effect until 5:00 p.m., Pacific Time, on
the day of such bid opening.

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

27 The City has reserved the right to increase or decrease the preliminary principal amount of the 2010A Bonds
28 by an amount not to exceed ten percent of the principal amount of the 2010A Bonds following the opening of

1 the bids. The City also reserves the right to increase or decrease the preliminary principal amount of any
2 maturity shown on the Official Bid Form for the 2010A Bonds by an amount not to exceed 15 percent of the
preliminary principal amount of that maturity.

3 The City has reserved the right to increase or decrease the preliminary principal amount of the 2010B Bonds
4 by an amount not to exceed 10 percent of the principal amount of the 2010B Bonds following the opening of
5 the bids. The City also reserves the right to increase or decrease the preliminary principal amount of any
maturity shown on the Official Bid Form for the 2010B Bonds by an amount not to exceed the greater of
\$300,000 or 20 percent of the preliminary principal amount of that maturity.

6 The price bid by the successful bidder for either series of the Bonds will be adjusted by the City on a
7 proportionate basis to reflect an increase or decrease in the principal amount and maturity schedule. In the
8 event that the City elects to alter the bond size of either series of the Bonds after the bid pursuant to this
9 Official Notice of Bond Sale, the underwriter's discount, expressed in dollars per thousand, will be held
constant. The City will not be responsible in the event and to the 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.

10 **Issue Price Information**

11 Upon award of the Bonds, the successful bidder for each series of the Bonds shall advise the City and Bond
12 Counsel of the initial reoffering prices to the public of each maturity of such series of the Bonds (the "Initial
13 Reoffering Prices"), for the City's inclusion in the final Official Statement for the Bonds. Prior to delivery of
the Bonds, each successful bidder shall furnish to the City and Bond Counsel a certificate in form and
substance acceptable to Bond Counsel:

- 14 (i) confirming the Initial Reoffering Prices,
- 15 (ii) certifying that a *bona fide* offering of the applicable series of the Bonds has been made to the public
(excluding bond houses, brokers and other intermediaries),
- 16 (iii) stating the first price at which a substantial amount (at least ten percent) of each maturity of such
series of the Bonds was sold to the public (excluding bond houses, brokers and other intermediaries),
- 17 (iv) if the first price at which a substantial amount of any maturity of such series of the Bonds does not
18 conform to the Initial Reoffering Price of that maturity, providing an explanation of the facts and
circumstances that resulted in that nonconformity, and
- 19 (v) stating which maturities, if any, are amortization installments of Term Bonds maturing in the years
specified by the bidder.

20 The first price at which a substantial amount of any maturity of the 2010A Bonds is sold to the public, as
21 described above, shall not exceed the principal amount of such maturity by more than 0.25 percent multiplied
22 by the number of complete years to the maturity date of such maturity.

23 **Insurance**

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

1 If the successful bidder purchases insurance for any of the 2010A Bonds, the City will not modify the Official
2 Statement to include information regarding such insurance and will not treat such insurance as a qualified
3 guarantee of such 2010A Bonds. In addition, the amount of the underwriter's discount of a successful bidder
4 that purchases insurance for any of the 2010A Bonds shall be reduced by the amount, if any, that the use of the
underwriter's discount directly or indirectly to pay the premium for such insurance would cause more than two
percent of the sale proceeds of the 2010A Bonds to be used to pay costs of issuance of the 2010A Bonds.

5 If the successful bidder purchases insurance for any of the 2010B Bonds, the City may require the successful
6 bidder to furnish to the City and Bond Counsel a certificate in form and substance acceptable to Bond Counsel
7 confirming that (i) the present value (calculated using the same yield as the yield on the insured 2010B Bonds)
8 of the insurance premium is less than the present value (calculated using the same yield as the yield on the
9 insured 2010B Bonds) of the interest cost savings represented by the comparative differences between interest
amounts that would have been payable on the various maturities of the insured 2010B Bonds at interest rates
on the insured 2010B Bonds issued with and without the insurance on the insured 2010B Bonds, and (ii) in the
process of requesting competitive proposals to provide such insurance, such insurance provided the lowest
cost.

10 DELIVERY

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

14 If, prior to the delivery of the 2010B Bonds, the interest receivable by the owners of the 2010B Bonds becomes
15 includable in gross income for federal income tax purposes, or becomes subject to federal income tax other
than as described in the Official Statement for the 2010B Bonds, the successful bidder for the 2010B Bonds, at
its option, may be relieved of its obligation to purchase the 2010B Bonds and in that case the good faith
deposit accompanying its bid will be returned without interest.

16 Legal Opinion

17 The approving legal opinion of Foster Pepper PLLC, Seattle, Washington, Bond Counsel, will be provided to
18 the purchaser of each series of the Bonds at the time of the delivery of the Bonds. A no-litigation certificate
will be included in the closing documents of the Bonds.

19 CUSIP Numbers

20 It is anticipated that CUSIP identification numbers will appear on the Bonds if requested by the purchaser, but
21 neither the failure to insert such numbers on the Bonds nor any error with respect thereto shall constitute cause
for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with
the terms of this Official Notice of Bond Sale.

22 *The successful bidder for each series of the Bonds is responsible for obtaining CUSIP numbers for such series of the*
23 *Bonds. The charge of the CUSIP Service Bureau shall be paid by the successful bidder; however, all expenses for*
24 *printing CUSIP numbers on the Bonds shall be paid by the City.*

25 CONTINUING DISCLOSURE UNDERTAKING

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

EXHIBIT F-1

Printed Version of All Electronic Bids for the 2010 A Bonds

City of Seattle
\$67,085,000 LTGO Improvement Bonds, 2010A

Top of Form

The following bids were submitted using **PARITY** and displayed ranked by lowest TIC (net of BABs interest rate subsidy).

Bid Award*	Bidder Name	TIC	BAB TIC
<input checked="" type="checkbox"/>	<u>Citigroup Global Markets Inc.</u>	4.645674	3.040737
<input type="checkbox"/>	<u>Stifel Nicolaus & Company, Inc.</u>	4.733612	3.059887
<input type="checkbox"/>	<u>Morgan Keegan & Co., Inc.</u>	4.744608	3.100933
<input type="checkbox"/>	<u>Morgan Stanley & Co Inc.</u>	4.754516	3.109140
<input type="checkbox"/>	<u>Banc of America Merrill Lynch</u>	4.779863	3.123078
<input type="checkbox"/>	<u>Jefferies & Company, Inc.</u>	4.838666	3.150776
<input type="checkbox"/>	<u>Prager, Sealy & Co., LLC</u>	4.843664	3.163719
<input type="checkbox"/>	<u>Ramirez & Co.</u>	4.848629	3.157668
<input type="checkbox"/>	<u>Wachovia Bank, National Association</u>	4.854151	3.174519
<input type="checkbox"/>	<u>J.P. Morgan Securities Inc.</u>	4.873891	3.179750
<input type="checkbox"/>	<u>Barclays Capital, Inc.</u>	4.890181	3.198043

07:31:26 a.m. PST Upcoming Calendar Overview Compare Summary

Bid Results

Seattle
\$67,085,000 Limited Tax General Obligation Improvement
Bonds, Series 2010A (Taxable Build America
Bonds-Direct Payment)

The following bids were submitted using *PARITY*[®] and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC	BAB TIC
<input type="checkbox"/>	Citigroup Global Markets Inc.	4.645674	3.040737
<input type="checkbox"/>	Stifel Nicolaus & Company, Inc.	4.733612	3.059887
<input type="checkbox"/>	Morgan Keegan & Co., Inc.	4.744608	3.100933
<input type="checkbox"/>	Morgan Stanley & Co Inc.	4.754516	3.109140
<input type="checkbox"/>	Banc of America Merrill Lynch	4.779863	3.123078
<input type="checkbox"/>	Jefferies & Company, Inc.	4.838666	3.150776
<input type="checkbox"/>	Prager, Sealy & Co., LLC	4.843664	3.163719
<input type="checkbox"/>	Ramirez & Co.	4.848629	3.157668
<input type="checkbox"/>	Wachovia Bank, National Association	4.854151	3.174515
<input type="checkbox"/>	J.P. Morgan Securities Inc.	4.873891	3.179750
<input type="checkbox"/>	Barclays Capital, Inc.	4.890181	3.198043

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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PARITY Reoffering

Page 1 of 1

Result

Citigroup Global Markets Inc.'s Reoffering Scale
Seattle



**\$67,085,000 Limited Tax General Obligation Improvement
Bonds, Series 2010A (Taxable Build America
Bonds-Direct Payment)**

Maturity Date	Amount \$	Coupon %	BAB Coupon %	Yield %	Dollar Price	Call Date	Taxable
08/01/2018	4,405M	4.0300	2.619500	4.0300	100.000		Yes
08/01/2019	4,395M	4.1300	2.684500	4.1300	100.000		Yes
08/01/2020	5,230M	4.2300	2.749500	4.2300	100.000		Yes
08/01/2021	5,200M	4.3300	2.814500	4.3300	100.000		Yes
08/01/2022	6,875M	4.4300	2.879500	4.4300	100.000		Yes
08/01/2023	11,890M	4.5800	2.977000	4.5800	100.000		Yes
08/01/2024	12,600M	4.6800	3.042000	4.6800	100.000		Yes
08/01/2025	13,215M	4.7800	3.107000	4.7800	100.000		Yes
08/01/2026	610M	4.8800	3.172000	4.8800	100.000		Yes
08/01/2027	630M	5.0000	3.250000	4.9800	100.223		Yes
08/01/2028	655M	5.0800	3.302000	5.0800	100.000		Yes
08/01/2029	675M	5.1800	3.367000	5.1800	100.000		Yes
08/01/2030	705M	5.2300	3.399500	5.2300	100.000		Yes

Accrued Interest: \$0.00

Gross Production: \$67,086,404.90

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EXHIBIT F-1 - 3

[Upcoming Calendar](#) | [Overview](#) | [Result](#) | [Excel](#)

**Citigroup Global Markets Inc. - New York , NY's Bid
Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
Bonds, Series 2010A (Taxable Build America
Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,612,784.80, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.0300	2.619500	Yes
08/01/2019	4,395M	4.1300	2.684500	Yes
08/01/2020	5,230M	4.2300	2.749500	Yes
08/01/2021	5,200M	4.3300	2.814500	Yes
08/01/2022	6,875M	4.4300	2.879500	Yes
08/01/2023	11,890M	4.5800	2.977000	Yes
08/01/2024	12,600M	4.6800	3.042000	Yes
08/01/2025	13,215M	4.7800	3.107000	Yes
08/01/2026	610M	4.8800	3.172000	Yes
08/01/2027	630M	5.0000	3.250000	Yes
08/01/2028	655M	5.0800	3.302000	Yes
08/01/2029	675M	5.1800	3.367000	Yes
08/01/2030	705M	5.2300	3.399500	Yes

Total Interest Cost: \$40,242,604.96
BAB Total Interest Cost: \$26,157,693.22
Discount: \$472,215.20
Net Interest Cost: \$40,714,820.16
BAB Net Interest Cost: \$26,629,908.42
TIC: 4.645674
BAB TIC: 3.040737
Time Last Bid Received On:03/11/2010 7:29:46 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: Citigroup Global Markets Inc., New York , NY
Contact: Charles Reed
Title: VP
Telephone:212-723-7093
Fax: 212-723-8951

Issuer Name: City of Seattle Company Name: _____

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Upcoming Calendar Overview Result Excel

**Stifel Nicolaus & Company, Inc. - Denver , CO's Bid
 Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$67,593,719.09, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.2500	2.762500	Yes
08/01/2019	4,395M	4.4500	2.892500	Yes
08/01/2020				
08/01/2021	10,430M	4.4000	2.860000	Yes
08/01/2022	6,875M	4.7500	3.087500	Yes
08/01/2023	11,890M	4.8500	3.152500	Yes
08/01/2024	12,600M	4.9000	3.185000	Yes
08/01/2025	13,215M	5.0000	3.250000	Yes
08/01/2026	610M	5.0000	3.250000	Yes
08/01/2027	630M	5.3000	3.445000	Yes
08/01/2028	655M	5.5000	3.575000	Yes
08/01/2029	675M	5.6500	3.672500	Yes
08/01/2030	705M	5.7500	3.737500	Yes

Total Interest Cost: \$42,361,704.38
 BAB Total Interest Cost: \$27,535,107.85
 Premium: \$508,719.09
 Net Interest Cost: \$41,852,985.29
 BAB Net Interest Cost: \$27,026,389.53
 TIC: 4.733612
 BAB TIC: 3.059887
 Time Last Bid Received On:03/11/2010 7:29:09 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: Stifel Nicolaus & Company, Inc., Denver , CO
 Contact: Trisha Brase
 Title: Trader
 Telephone:303-291-5205
 Fax:

Issuer Name: City of Seattle Company Name: _____

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Upcoming Calendar Overview Result Excel

**Morgan Keegan & Co., Inc. - Memphis , TN's Bid
 Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,739,425.98, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	3.8500	2.502500	Yes
08/01/2019	4,395M	4.0800	2.652000	Yes
08/01/2020	5,230M	4.3300	2.814500	Yes
08/01/2021	5,200M	4.4800	2.912000	Yes
08/01/2022	6,875M	4.5800	2.977000	Yes
08/01/2023	11,890M	4.6500	3.022500	Yes
08/01/2024	12,600M	4.8300	3.139500	Yes
08/01/2025	13,215M	4.9300	3.204500	Yes
08/01/2026	610M	5.1400	3.341000	Yes
08/01/2027	630M	5.2900	3.438500	Yes
08/01/2028	655M	5.4400	3.536000	Yes
08/01/2029				
08/01/2030	1,380M	5.5900	3.633500	Yes

Total Interest Cost: \$41,317,580.95
 BAB Total Interest Cost: \$26,856,427.62
 Discount: \$345,574.02
 Net Interest Cost: \$41,663,154.97
 BAB Net Interest Cost: \$27,202,001.64
 TIC: 4.744608
 BAB TIC: 3.100933
 Time Last Bid Received On:03/11/2010 7:29:02 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 Keegan & Co., Inc., Memphis , TN
 Contact: lisa.donnely
 Title: vp
 Telephone:901-579-4518
 Fax: 901-579-4465

Issuer Name: City of Seattle Company Name: _____

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Upcoming Calendar Overview Result Excel

**Morgan Stanley & Co Inc. - New York , NY's Bid
 Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,682,490.00, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.1300	2.684500	Yes
08/01/2019	4,395M	4.2300	2.749500	Yes
08/01/2020	5,230M	4.3300	2.814500	Yes
08/01/2021	5,200M	4.4300	2.879500	Yes
08/01/2022	6,875M	4.5300	2.944500	Yes
08/01/2023	11,890M	4.6800	3.042000	Yes
08/01/2024	12,600M	4.7800	3.107000	Yes
08/01/2025	13,215M	4.8800	3.172000	Yes
08/01/2026				
08/01/2027				
08/01/2028				
08/01/2029				
08/01/2030	3,275M	5.5000	3.575000	Yes

Total Interest Cost: \$41,307,352.56
 BAB Total Interest Cost: \$26,849,779.16
 Discount: \$402,510.00
 Net Interest Cost: \$41,709,862.56
 BAB Net Interest Cost: \$27,252,289.16
 TIC: 4.754516
 BAB TIC: 3.109140
 Time Last Bid Received On:03/11/2010 7:29:37 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 & Co Inc., New York , NY
 Contact: Michael Cochrane
 Title:
 Telephone:415-693-6393
 Fax: 415-788-3520

Issuer Name: City of Seattle Company Name: _____

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Upcoming Calendar Overview Result Excel

**Banc of America Merrill Lynch - New York , NY's Bid
 Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,741,357.18, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.1800	2.717000	Yes
08/01/2019	4,395M	4.2800	2.782000	Yes
08/01/2020	5,230M	4.3800	2.847000	Yes
08/01/2021	5,200M	4.4800	2.912000	Yes
08/01/2022	6,875M	4.5800	2.977000	Yes
08/01/2023	11,890M	4.6800	3.042000	Yes
08/01/2024	12,600M	4.8300	3.139500	Yes
08/01/2025	13,215M	4.9800	3.237000	Yes
08/01/2026	610M	5.0500	3.282500	Yes
08/01/2027	630M	5.1500	3.347500	Yes
08/01/2028	655M	5.2500	3.412500	Yes
08/01/2029	675M	5.3500	3.477500	Yes
08/01/2030	705M	5.4600	3.549000	Yes

Total Interest Cost: \$41,599,714.63
 BAB Total Interest Cost: \$27,039,814.51
 Discount: \$343,642.82
 Net Interest Cost: \$41,943,357.45
 BAB Net Interest Cost: \$27,383,457.33
 TIC: 4.779863
 BAB TIC: 3.123078
 Time Last Bid Received On: 03/11/2010 7:29:39 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: Banc of America Merrill Lynch, New York , NY
 Contact: Brendan Troy
 Title: Vice President
 Telephone: 212-449-5081
 Fax: 212-449-3733

Issuer Name: City of Seattle Company Name: _____

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Upcoming Calendar Overview Result Excel

**Jefferies & Company, Inc. - New York , NY's Bid
 Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$67,008,420.26, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.2800	2.782000	Yes
08/01/2019	4,395M	4.3800	2.847000	Yes
08/01/2020	5,230M	4.5300	2.944500	Yes
08/01/2021	5,200M	4.5800	2.977000	Yes
08/01/2022	6,875M	4.6800	3.042000	Yes
08/01/2023	11,890M	4.7800	3.107000	Yes
08/01/2024	12,600M	4.9300	3.204500	Yes
08/01/2025	13,215M	5.0800	3.302000	Yes
08/01/2026	610M	5.0000	3.250000	Yes
08/01/2027	630M	5.1500	3.347500	Yes
08/01/2028	655M	5.3000	3.445000	Yes
08/01/2029	675M	5.4500	3.542500	Yes
08/01/2030	705M	5.6000	3.640000	Yes

Total Interest Cost: \$42,478,326.99
 BAB Total Interest Cost: \$27,610,912.54
 Discount: \$76,579.74
 Net Interest Cost: \$42,554,906.73
 BAB Net Interest Cost: \$27,687,492.28
 TIC: 4.838666
 BAB TIC: 3.150776
 Time Last Bid Received On: 03/11/2010 7:29:22 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: Jefferies & Company, Inc., New York , NY
 Contact: Tony McGann
 Title:
 Telephone: 212-336-7153
 Fax:

Issuer Name: City of Seattle Company Name: _____

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Upcoming Calendar Overview Result Excel

**Prager, Sealy & Co., LLC - New York , NY's Bid
 Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,758,511.70, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.1000	2.665000	Yes
08/01/2019	4,395M	4.3500	2.827500	Yes
08/01/2020	5,230M	4.5000	2.925000	Yes
08/01/2021	5,200M	4.6000	2.990000	Yes
08/01/2022	6,875M	4.7000	3.055000	Yes
08/01/2023	11,890M	4.8000	3.120000	Yes
08/01/2024	12,600M	4.9000	3.185000	Yes
08/01/2025	13,215M	5.0000	3.250000	Yes
08/01/2026	610M	5.0000	3.250000	Yes
08/01/2027	630M	5.1000	3.315000	Yes
08/01/2028	655M	5.2500	3.412500	Yes
08/01/2029	675M	5.3500	3.477500	Yes
08/01/2030	705M	5.4000	3.510000	Yes

Total Interest Cost: \$42,174,652.31
 BAB Total Interest Cost: \$27,413,524.00
 Discount: \$326,488.30
 Net Interest Cost: \$42,501,140.61
 BAB Net Interest Cost: \$27,740,012.01
 TIC: 4.843664
 BAB TIC: 3.163719
 Time Last Bid Received On:03/11/2010 7:29:09 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: Prager, Sealy & Co., LLC, New York , NY
 Contact: Richard Genitempo
 Title: Vice President
 Telephone:212-661-6600
 Fax: 212-661-2805

Issuer Name: City of Seattle Company Name: _____

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Upcoming Calendar Overview Result Excel

Ramirez & Co. - New York , NY's Bid



Seattle
\$67,085,000 Limited Tax General Obligation Improvement
Bonds, Series 2010A (Taxable Build America
Bonds-Direct Payment)

For the aggregate principal amount of \$67,085,000.00, we will pay you \$67,001,234.05, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.2800	2.782000	Yes
08/01/2019	4,395M	4.3800	2.847000	Yes
08/01/2020	5,230M	4.5300	2.944500	Yes
08/01/2021	5,200M	4.5800	2.977000	Yes
08/01/2022	6,875M	4.6800	3.042000	Yes
08/01/2023	11,890M	4.7800	3.107000	Yes
08/01/2024	12,600M	4.9300	3.204500	Yes
08/01/2025	13,215M	5.0800	3.302000	Yes
08/01/2026				
08/01/2027	1,240M	5.4000	3.510000	Yes
08/01/2028				
08/01/2029				
08/01/2030	2,035M	5.5000	3.575000	Yes

Total Interest Cost: \$42,561,700.76
 BAB Total Interest Cost: \$27,665,105.49
 Discount: \$83,765.95
 Net Interest Cost: \$42,645,466.71
 BAB Net Interest Cost: \$27,748,871.44
 TIC: 4.848629
 BAB TIC: 3.157668
 Time Last Bid Received On:03/11/2010 7:28:34 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: Ramirez & Co., New York , NY
 Contact: Mary Meyers
 Title: Vice President
 Telephone:212-248-3870
 Fax: 212-248-0528

Issuer Name: City of Seattle Company Name: _____

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

Upcoming Calendar Overview Result Excel

Wachovia Bank, National Association - Charlotte , NC's Bid 
Seattle
\$67,085,000 Limited Tax General Obligation Improvement
Bonds, Series 2010A (Taxable Build America
Bonds-Direct Payment)

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,656,161.04, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.2000	2.730000	Yes
08/01/2019	4,395M	4.3500	2.827500	Yes
08/01/2020	5,230M	4.4500	2.892500	Yes
08/01/2021	5,200M	4.5500	2.957500	Yes
08/01/2022	6,875M	4.7000	3.055000	Yes
08/01/2023	11,890M	4.8000	3.120000	Yes
08/01/2024	12,600M	4.9500	3.217500	Yes
08/01/2025	13,215M	4.9000	3.185000	Yes
08/01/2026				
08/01/2027				
08/01/2028				
08/01/2029				
08/01/2030	3,275M	5.3750	3.493750	Yes

Total Interest Cost: \$42,124,615.94
 BAB Total Interest Cost: \$27,380,970.22
 Discount: \$428,838.96
 Net Interest Cost: \$42,553,454.90
 BAB Net Interest Cost: \$27,809,809.44
 TIC: 4.854151
 BAB TIC: 3.174515
 Time Last Bid Received On:03/11/2010 7:29:15 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: Wachovia Bank, National Association, Charlotte , NC
 Contact: Daymon Little
 Title: Director
 Telephone:704-374-3352
 Fax: 704-383-0065

Issuer Name: City of Seattle Company Name: _____

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

Upcoming Calendar Overview Result Excel

J.P. Morgan Securities Inc. - New York, NY's Bid
 Seattle



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,855,569.30, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.3000	2.795000	Yes
08/01/2019	4,395M	4.4000	2.860000	Yes
08/01/2020	5,230M	4.5500	2.957500	Yes
08/01/2021	5,200M	4.6000	2.990000	Yes
08/01/2022	6,875M	4.6500	3.022500	Yes
08/01/2023	11,890M	4.8000	3.120000	Yes
08/01/2024	12,600M	4.9500	3.217500	Yes
08/01/2025	13,215M	5.0500	3.282500	Yes
08/01/2026	610M	5.1500	3.347500	Yes
08/01/2027	630M	5.2500	3.412500	Yes
08/01/2028	655M	5.5000	3.575000	Yes
08/01/2029	675M	5.6000	3.640000	Yes
08/01/2030	705M	5.7000	3.705000	Yes

Total Interest Cost: \$42,581,880.07
 BAB Total Interest Cost: \$27,678,222.05
 Discount: \$229,430.70
 Net Interest Cost: \$42,811,310.77
 BAB Net Interest Cost: \$27,907,652.75
 TIC: 4.873891
 BAB TIC: 3.179750
 Time Last Bid Received On: 03/11/2010 7:29:48 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: J.P. Morgan Securities Inc., New York, NY
 Contact: Steve Mitacek
 Title: Desk Administrator
 Telephone: 212-834-7155
 Fax:

Issuer Name: City of Seattle Company Name: _____

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

Upcoming Calendar Overview Result Excel

**Barclays Capital, Inc. - New York , NY's Bid
 Seattle**



**\$67,085,000 Limited Tax General Obligation Improvement
 Bonds, Series 2010A (Taxable Build America
 Bonds-Direct Payment)**

For the aggregate principal amount of \$67,085,000.00, we will pay you \$66,675,500.10, 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 %	BAB Coupon %	Taxable
08/01/2018	4,405M	4.2000	2.730000	Yes
08/01/2019	4,395M	4.3000	2.795000	Yes
08/01/2020	5,230M	4.4000	2.860000	Yes
08/01/2021	5,200M	4.5000	2.925000	Yes
08/01/2022	6,875M	4.6000	2.990000	Yes
08/01/2023	11,890M	4.8000	3.120000	Yes
08/01/2024	12,600M	4.9500	3.217500	Yes
08/01/2025	13,215M	5.1000	3.315000	Yes
08/01/2026				
08/01/2027				
08/01/2028				
08/01/2029				
08/01/2030	3,275M	5.6000	3.640000	Yes

Total Interest Cost: \$42,503,762.64
 BAB Total Interest Cost: \$27,627,445.72
 Discount: \$409,499.90
 Net Interest Cost: \$42,913,262.54
 BAB Net Interest Cost: \$28,036,945.40
 TIC: 4.890181
 BAB TIC: 3.198043
 Time Last Bid Received On:03/11/2010 7:29:47 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: Barclays Capital, Inc., New York , NY
 Contact: Steve Milano
 Title: Managing Director
 Telephone:212-528-1061
 Fax: 646-758-2068

Issuer Name: City of Seattle

Company Name: _____

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EXHIBIT F-2

Printed Version of All Electronic Bids for the 2010 B Bonds

PARITY Result Screen

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08:30:39 a.m. PST Upcoming Calendar Overview Compare Summary

Bid Results

Seattle
\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B

The following bids were submitted using **PARITY**[®] and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
<input type="checkbox"/>	Banc of America Merrill Lynch	3.121388
<input type="checkbox"/>	J.P. Morgan Securities Inc.	3.142062
<input type="checkbox"/>	Citigroup Global Markets Inc.	3.172093
<input type="checkbox"/>	Wachovia Bank, National Association	3.195895
<input type="checkbox"/>	Jefferies & Company, Inc.	3.200814
<input type="checkbox"/>	Morgan Stanley & Co Inc.	3.207030
<input type="checkbox"/>	Robert W. Baird & Co., Inc.	3.211797
<input type="checkbox"/>	BMO Capital Markets	3.216317
<input type="checkbox"/>	Barclays Capital, Inc.	3.245432
<input type="checkbox"/>	Hutchinson, Shockey, Erley & Co.	3.250265

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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PARITY Reoffering

Page 1 of 1

Result

**Banc of America Merrill Lynch's Reoffering Scale
Seattle**



**\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Call Date
08/01/2010	635M	2.5000	0.3500	100.715	
08/01/2011	2,755M	3.0000	0.4400	103.399	
08/01/2012	6,515M	4.0000	0.7500	107.502	
08/01/2013	9,625M	5.0000	0.9400	113.291	
08/01/2014	9,520M	5.0000	1.2400	115.813	
08/01/2015	10,360M	5.0000	1.6000	117.312	
08/01/2016	11,155M	5.0000	2.0600	117.370	
08/01/2017	11,275M	5.0000	2.4200	117.237	
08/01/2018	6,780M	5.0000	2.6500	117.464	
08/01/2019	7,135M	5.0000	2.8300	117.686	
08/01/2020	7,505M	5.0000	3.0000	117.653	
08/01/2021	7,925M	3.0000	3.1300	98.765	
08/01/2022	5,555M	4.0000	3.2700	106.353	08/01/2020
08/01/2023	4,520M	4.0000	3.4200	105.009	08/01/2020
08/01/2024	3,210M	3.5000	3.5700	99.216	
08/01/2025	3,395M	4.0000	3.7200	102.379	08/01/2020
08/01/2026	3,590M	3.7500	3.8100	99.271	
08/01/2027	3,795M	4.0000	3.9100	100.754	08/01/2020
08/01/2028	4,015M	4.0000	4.0100	99.866	
08/01/2029	4,245M	4.0000	4.1000	98.669	
08/01/2030	4,480M	4.0000	4.1460	98.000	
08/01/2031	4,740M	4.0000	4.1420	98.000	

Accrued Interest: \$0.00

Gross Production: \$145,840,230.75

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Upcoming Calendar Overview Result Excel

**Banc of America Merrill Lynch - New York , NY's Bid
 Seattle**



**\$132,730,000 Limited Tax General Obligation Improvement
 and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$145,246,066.63, 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 %
08/01/2010	635M	2.5000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	4.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	5.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	3.0000
08/01/2022	5,555M	4.0000
08/01/2023	4,520M	4.0000
08/01/2024	3,210M	3.5000
08/01/2025	3,395M	4.0000
08/01/2026	3,590M	3.7500
08/01/2027	3,795M	4.0000
08/01/2028	4,015M	4.0000
08/01/2029	4,245M	4.0000
08/01/2030	4,480M	4.0000
08/01/2031	4,740M	4.0000

Total Interest Cost: \$55,152,276.11
 Premium: \$12,516,066.63
 Net Interest Cost: \$42,636,209.48
 TIC: 3.121388
 Time Last Bid Received On: 03/11/2010 8:29:53 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: Banc of America Merrill Lynch, New York , NY
 Contact: Brendan Troy

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PARITY Bid Form

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Upcoming Calendar Overview Result Excel

J.P. Morgan Securities Inc. - New York, NY's Bid
Seattle



**\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$150,884,094.94, 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 %
08/01/2010	635M	2.0000
08/01/2011	2,755M	2.0000
08/01/2012	6,515M	5.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	5.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	5.0000
08/01/2029	4,245M	5.0000
08/01/2030	4,480M	4.0000
08/01/2031	4,740M	4.0000

Total Interest Cost: \$62,510,379.44
Premium: \$18,154,094.94
Net Interest Cost: \$44,356,284.50
TIC: 3.142062
Time Last Bid Received On: 03/11/2010 8:29:36 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: J.P. Morgan Securities Inc., New York, NY
Contact: Angelia Schmidt

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

Upcoming Calendar Overview Result Excel

**Citigroup Global Markets Inc. - New York , NY's Bid
Seattle**



**\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$147,393,729.10, 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 %
08/01/2010	635M	2.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	3.0000
08/01/2013	9,625M	4.0000
08/01/2014	9,520M	4.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	4.0000
08/01/2025	3,395M	4.0000
08/01/2026	3,590M	4.0000
08/01/2027	3,795M	4.0000
08/01/2028	4,015M	4.0000
08/01/2029	4,245M	4.0000
08/01/2030	4,480M	4.5000
08/01/2031	4,740M	4.5000

Total Interest Cost: \$58,687,855.56
Premium: \$14,663,729.10
Net Interest Cost: \$44,024,126.46
TIC: 3.172093
Time Last Bid Received On:03/11/2010 8:29:18 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: Citigroup Global Markets Inc., New York , NY
Contact: Charles Reed

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Upcoming Calendar Overview Result Excel

Wachovia Bank, National Association - Charlotte, NC's Bid 
Seattle
**\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$149,890,964.20, 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 %
08/01/2010	635M	2.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	4.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	5.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	5.0000
08/01/2029	4,245M	4.0000
08/01/2030		
08/01/2031	9,220M	4.2500

Total Interest Cost: \$62,054,771.11
Premium: \$17,160,964.20
Net Interest Cost: \$44,893,806.91
TIC: 3.195895
Time Last Bid Received On: 03/11/2010 8:29:38 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: Wachovia Bank, National Association, Charlotte, NC
Contact: Daymon Little

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PARITY Bid Form

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Upcoming Calendar Overview Result Excel

Jefferies & Company, Inc. - New York, NY's Bid
Seattle



**\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$151,195,610.57, 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 %
08/01/2010	635M	1.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	2.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	5.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	5.0000
08/01/2029	4,245M	5.0000
08/01/2030	4,480M	5.0000
08/01/2031	4,740M	5.0000

Total Interest Cost: \$64,010,851.53
Premium: \$18,465,610.58
Net Interest Cost: \$45,545,240.95
TIC: 3.200814
Time Last Bid Received On: 03/11/2010 8:27:45 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: Jefferies & Company, Inc., New York, NY
Contact: Tony McGann

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Upcoming Calendar Overview Result Excel

**Morgan Stanley & Co Inc. - New York , NY's Bid
Seattle**



**\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$150,781,280.00, 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 %
08/01/2010	635M	2.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	4.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	5.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	4.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	5.0000
08/01/2029	4,245M	5.0000
08/01/2030	4,480M	5.0000
08/01/2031	4,740M	5.0000

Total Interest Cost: \$63,610,587.92
Premium: \$18,051,280.00
Net Interest Cost: \$45,559,307.92
TIC: 3.207030
Time Last Bid Received On: 03/11/2010 8:29:57 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 & Co Inc., New York , NY
Contact: Michael Cochrane

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PARITY Bid Form

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[Upcoming Calendar](#) | [Overview](#) | [Result](#) | [Excel](#)

**Robert W. Baird & Co., Inc. - Red Bank , NJ's Bid
Seattle**



**\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$146,437,319.72, 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 %
08/01/2010	635M	2.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	4.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	4.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	4.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	4.0000
08/01/2019	7,135M	4.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	4.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	4.0000
08/01/2029	4,245M	4.1250
08/01/2030	4,480M	4.2500
08/01/2031	4,740M	4.3000

Total Interest Cost: \$58,222,447.43
Premium: \$13,707,319.72
Net Interest Cost: \$44,515,127.71
TIC: 3.211797
Time Last Bid Received On:03/11/2010 8:28:06 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: Robert W. Baird & Co., Inc., Red Bank , NJ
Contact: charlie galarza

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

[Upcoming Calendar](#) | [Overview](#) | [Result](#) | [Excel](#)

BMO Capital Markets - Chicago , IL's Bid
Seattle
\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B



For the aggregate principal amount of \$132,730,000.00, we will pay you \$150,738,757.15, 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 %
08/01/2010	635M	3.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	4.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	5.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	4.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	5.0000
08/01/2029	4,245M	5.0000
08/01/2030	4,480M	5.0000
08/01/2031	4,740M	5.0000

Total Interest Cost: \$63,653,383.89
Premium: \$18,008,757.15
Net Interest Cost: \$45,644,626.74
TIC: 3.216317
Time Last Bid Received On: 03/11/2010 8:29:39 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: BMO Capital Markets, Chicago , IL
Contact: Joe Sofie

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

PARITY Bid Form

Page 1 of 2

Upcoming Calendar Overview Result Excel

**Barclays Capital, Inc. - New York , NY's Bid
Seattle
\$132,730,000 Limited Tax General Obligation Improvement
and Refunding Bonds, Series 2010B**



For the aggregate principal amount of \$132,730,000.00, we will pay you \$151,117,340.65, 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 %
08/01/2010	635M	3.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	5.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	5.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	5.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	5.0000
08/01/2029	4,245M	5.0000
08/01/2030	4,480M	5.0000
08/01/2031	4,740M	5.0000

Total Interest Cost: \$64,471,713.06
Premium: \$18,387,340.65
Net Interest Cost: \$46,084,372.41
TIC: 3.245432
Time Last Bid Received On: 03/11/2010 8:29:29 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: Barclays Capital, Inc., New York , NY
Contact: Frank Vitiello

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

Upcoming Calendar Overview Result Excel

**Hutchinson, Shockey, Erley & Co. - Chicago , IL's Bid
 Seattle**



**\$132,730,000 Limited Tax General Obligation Improvement
 and Refunding Bonds, Series 2010B**

For the aggregate principal amount of \$132,730,000.00, we will pay you \$146,838,821.14, 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 %
08/01/2010	635M	3.0000
08/01/2011	2,755M	3.0000
08/01/2012	6,515M	2.0000
08/01/2013	9,625M	5.0000
08/01/2014	9,520M	2.0000
08/01/2015	10,360M	5.0000
08/01/2016	11,155M	5.0000
08/01/2017	11,275M	5.0000
08/01/2018	6,780M	3.0000
08/01/2019	7,135M	5.0000
08/01/2020	7,505M	5.0000
08/01/2021	7,925M	5.0000
08/01/2022	5,555M	5.0000
08/01/2023	4,520M	5.0000
08/01/2024	3,210M	5.0000
08/01/2025	3,395M	5.0000
08/01/2026	3,590M	5.0000
08/01/2027	3,795M	5.0000
08/01/2028	4,015M	5.0000
08/01/2029	4,245M	4.1000
08/01/2030		
08/01/2031	9,220M	4.2000

Total Interest Cost: \$59,369,702.46
 Premium: \$14,108,821.14
 Net Interest Cost: \$45,260,881.32
 TIC: 3.250265
 Time Last Bid Received On: 03/11/2010 8:29:58 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: Hutchinson, Shockey, Erley & Co., Chicago , IL
 Contact: Jim VanMetre

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBi...> 3/11/2010

1 all principal of and interest on the Acquired Obligations are paid on the due dates thereof
2 and assuming no reinvestment of such maturing principal and interest) to:

3 (i) pay interest on the 2001 Refunded Bonds when due up to and
4 including August 1, 2011, and on August 1, 2011, call, pay, and redeem all of the
5 outstanding 2001 Refunded Bonds at a price of par; and

6 (ii) to pay interest on the 2002 Refunded Bonds when due up to and
7 including July 1, 2012, and on July 1, 2012, call, pay and redeem all of the
8 outstanding 2002 Refunded Bonds at a price of par; and

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

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

14 and

15 WHEREAS, upon the issuance of the Bonds to carry out the Refunding Plan under the authority
16 of chapter 39.53 RCW and other laws of the State of Washington (collectively, the "Refunding Bond
17 Act"), the principal amount of the Refunded Bonds no longer shall be considered outstanding pursuant to
18 the defeasance provisions of Ordinance 119630, Ordinance 120169, as amended by Ordinance 120398
19 and Resolution 30381 that authorized the issuance of the 2001 Refunded Bonds; and Ordinance 120646
20 and Resolution 30438 that authorized the issuance of the 2002 Refunded Bonds (collectively, the
21 "Refunded Bond Legislation"); and

22 WHEREAS, the City Council of the City has found that the refunding of the Refunded Bonds,
23 through the issuance of the Bonds, is beneficial and will realize a debt service savings to the City and its
24 taxpayers; and

25 WHEREAS, the City Council of the City, pursuant to the Bond Legislation, has duly and validly
26 authorized the execution and delivery of this Refunding Trust Agreement, the delivery of the proceeds of
27 the refunding portion of the Bonds to the Refunding Trustee, the purchase by the Refunding Trustee of
28 the Acquired Obligations and the carrying out of the Refunding Plan;

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

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

Section 2. Investment and Expenditure of Money. On the Date of Closing, the Refunding
Trustee shall apply \$ _____ to pay on behalf of the City the purchase and/or subscription prices of
the Acquired Obligations, from the sources, in the principal amounts, with the dates of maturity and
bearing the interest rates or yields set forth in Exhibit A, and \$ _____ to establish a beginning cash
balance. Upon receipt thereof, the Refunding Trustee shall deliver to the City copies of the documents
evidencing the purchase of and payment for the Acquired Obligations. Investments in mutual funds and
unit investment trusts are prohibited.

1
2 Section 3. Sufficiency of Acquired Obligations. Based upon the Verification, the City represents
3 that the Acquired Obligations and the maturing principal thereof and the interest thereon, if paid when
4 due, together with the beginning cash balance, shall be sufficient to make when due the payments
5 required by the Refunding Plan. Such amounts coming due are sometimes referred to hereinafter as the
6 “payments described in Section 3.” The schedules of the sources, amounts, maturities, and interest rates
7 or yields of the Acquired Obligations and of the Refunded Bonds that will fulfill the foregoing
8 requirements are set forth in the Verification.

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

17 Section 5. Notice of Defeasance/Notice of Redemption. The Refunding Trustee agrees to give
18 notices of defeasance and notices of redemption of the Refunded Bonds pursuant to the terms of the
19 Refunded Bonds, and in substantially the forms attached hereto as and as described in Exhibits B, C, D
20 and E, to the Fiscal Agent for distribution as described therein. The notices of defeasance shall be given
21 immediately following the execution of this Refunding Trust Agreement, and the notices of redemption
22 shall be given in accordance with the Refunded Bond Legislation. The cost of giving the notices shall be
23 paid by the City.

24 Section 6. All Obligations and Money and Proceeds Thereof Held in Trust. The Refunding
25 Trustee irrevocably agrees to hold the Acquired Obligations, the Substitute Obligations, if any, the
26 principal thereof and interest thereon, and any other money it may receive pursuant to this Refunding
27 Trust Agreement and any reinvestments thereof made pursuant to Sections 8 and 9 hereof, in trust and
28 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.

Section 7. Reports. The Refunding Trustee shall submit a report to the City, at least
semiannually, which report shall set forth the cash, Acquired Obligations, and any Substitute Obligations
held hereunder by the Refunding Trustee, the obligations which have matured and amounts received by
the Refunding Trustee by reason of such maturity, the interest earned on such obligations, a list of any
investments or reinvestments made by the Refunding Trustee in 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.

Section 8. Substitution of Different Obligations or Other Investments. The City reserves the
right to substitute from time to time for Acquired Obligations initially purchased in accordance with
Section 2 hereof, or for obligations purchased under this section, other noncallable, nonprepayable direct
obligations of the United States of America and/or obligations unconditionally guaranteed by the United

1 States of America as to full and timely payment of principal and interest authorized to be acquired with
2 the proceeds of Bonds under the Refunding Bond Act (the "Substitute Obligations"). Prior to effecting
3 any such substitution, the City shall have obtained at its expense and delivered to the Refunding Trustee:

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

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

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

24 Section 9. Reinvestment of Proceeds of Acquired and/or Substitute Obligations. The proceeds
25 (principal and interest) and reinvestment proceeds of any Acquired Obligations and/or Substitute
26 Obligations held by the Refunding Trustee in accordance with this Refunding Trust Agreement, which are
27 not needed within five business days of the receipt thereof to make the payments described in Section 3,
28 shall be reinvested by the Refunding Trustee, but only upon receipt of written request of the City, on such
date of receipt or the next business day. The City shall direct such reinvestment subject to the following
conditions:

29 (a) Except as provided in subsection (c) below, the proceeds of such
30 Acquired Obligations and/or Substitute Obligations shall be reinvested in Substitute
31 Obligations at a yield that will not cause the composite yield on the refunding escrow to
32 exceed 3.0572% during its term or such higher yield as may be directed by letter of
33 instructions from the City to the Refunding Trustee, but if the composite yield on the
34 directed investments made pursuant to this Refunding Trust Agreement would exceed
35 3.0572%, such letter of instructions shall contain a verification of such composite yield
36 and shall be based upon and accompanied by the opinion of Foster Pepper PLLC, bond
37 counsel to the City, its successor, or other nationally recognized bond counsel to the City,
38 approving reinvestment of such proceeds at such higher yield.

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

1
2 (c) If such proceeds, together with other funds remaining in trust, are
3 insufficient to reinvest in the smallest denomination of such obligations or are required to
4 be used to make payments described in Section 3 sooner than the shortest maturity
5 available for such obligations, then those proceeds and funds either shall be converted to
6 United States currency and retained or shall remain uninvested in the refunding escrow
and carried on the books of the Refunding Trustee until required to make the payments
described in Section 3, or until sufficient money is accumulated to permit the investment
thereof; and

7 (d) "Yield," as used in paragraph (a) of this section with respect to the
8 Acquired Obligations and Substitute Obligations, means that yield computed in
9 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.

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

12 Section 10. Amendments to Refunding Trust Agreement. The Refunding Trustee and the City
13 recognize that the owners of the Refunded Bonds and the Bonds from time to time have a beneficial
14 interest in the Acquired Obligations, the Substitute Obligations, and money to be held by the Refunding
15 Trustee as herein provided. Therefore, this Refunding Trust Agreement is irrevocable and shall not be
16 subject to amendment except for the purpose of clarifying any ambiguity herein, increasing the protection
17 of the rights of the owners of the Refunded Bonds or the Bonds, or preserving the exclusion of the interest
18 on the Refunded Bonds and the Bonds from gross income for federal income tax purposes, and only if
19 such amendment is accompanied by an opinion addressed to the City and the Refunding Trustee from
20 Foster Pepper PLLC, its successor or other nationally recognized bond counsel to the City, to the effect
21 that such change is necessary for one of the above reasons and does not detrimentally affect the owners of
the outstanding Refunded Bonds and the Bonds or that it strengthens the protection of the owners of the
Refunded Bonds and the Bonds and does not detrimentally affect the owners of the Refunded 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.

22 Section 11. Limitation of Liability of Refunding Trustee. None of the provisions contained in
23 this Refunding Trust Agreement shall require the Refunding Trustee to use or advance its own funds in
24 the performance of any of its duties or the exercise of any of its rights or powers hereunder. The
25 Refunding Trustee shall be under no liability for the payment of 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.

26 The Refunding Trustee's liabilities and obligations in connection with this Refunding Trust
27 Agreement are confined to those specifically described herein. The Refunding Trustee is authorized and
28 directed to comply with the provisions of this Refunding Trust Agreement and is relieved from all
liability for so doing notwithstanding any demand or notice to the contrary by any party hereto. The
Refunding Trustee shall not be responsible or liable for the sufficiency, correctness, genuineness, or

1 validity of the Acquired Obligations or the Substitute Obligations deposited with it; the performance or
2 compliance by any party other than the Refunding Trustee with the terms or conditions of any such
3 instruments; or any loss which may occur by reason of forgeries, false representations, or the exercise of
4 the Refunding Trustee's discretion in any particular manner unless such exercise is negligent or
5 constitutes willful misconduct.

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

10 Section 12. Remittance of Funds When Refunded Bonds Paid in Full. At such time as the
11 Refunding Trustee has received the representation of the City that all of the payments described in
12 Section 3 have been made and the confirmation of such representation by the Fiscal Agent, together with
13 such other evidence of such payments as shall be satisfactory to the City and the Refunding Trustee, the
14 Refunding Trustee shall deliver forthwith or remit to the City any remaining Acquired Obligations,
15 Substitute Obligations, and money held pursuant to this Refunding Trust Agreement.

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

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

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

1 Section 15. Miscellaneous. This Refunding Trust Agreement is governed by Washington law
2 without regard to the conflict of laws provisions thereof and may not be modified except by a writing
3 signed by the parties and subject to the limitations of Section 10. If any one or more of the provisions
4 contained in this Refunding Trust Agreement shall for any reason be held to be invalid, illegal, or
5 unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other
6 provisions of this Refunding Trust Agreement, but this Refunding Trust Agreement shall be construed as
7 if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

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

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

21 THE CITY OF SEATTLE, WASHINGTON

22 U.S. BANK NATIONAL ASSOCIATION, as
23 Refunding Trustee

24 By _____

25 By _____
26 Title: _____

EXHIBIT A

THE CITY OF SEATTLE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION
IMPROVEMENT AND REFUNDING BONDS, 2010B

ACQUIRED OBLIGATIONS

2001 ACQUIRED OBLIGATIONS

<u>TYPE*</u>	<u>MATURITY DATE</u>	<u>PAR AMOUNT</u>	<u>INTEREST RATE</u>
CERT	8/01/2010	\$2,037,542	0.17%
CERT	2/01/2011	1,960,565	0.30
NOTE	8/01/2011	87,855,511	0.52

2002 ACQUIRED OBLIGATIONS

<u>TYPE*</u>	<u>MATURITY DATE</u>	<u>PAR AMOUNT</u>	<u>INTEREST RATE</u>
CERT	07/01/2010	\$ 674,371	0.15%
CERT	01/01/2011	589,522	0.27
NOTE	07/01/2011	590,726	0.52
NOTE	01/01/2012	592,261	0.81
NOTE	07/01/2012	30,869,660	1.08

*CERT - United States Treasury Certificate of Indebtedness--State and Local Government Series
NOTE - United States Treasury Note--State and Local Government Series

EXHIBIT B

Notice of Defeasance*
The City of Seattle, Washington
Limited Tax General Obligation Bonds, 2001 (Various Purpose)

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 March 31, 2010, by and between The City of Seattle, Washington (the "City"), and U.S. 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 16 of Ordinance No. 120169 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
 Limited Tax General Obligation Bonds, 2001 (Various Purpose)
 (Dated August 1, 2001)

Maturity Date (August 1)	Par Amount Defeased	Interest Rate	Call Date (at 100%)	CUSIP Nos.
2012	\$3,655,000	5.00%	8/01/2011	812626HM4
2013	3,835,000	5.00	8/01/2011	812626HN2
2014	4,040,000	5.00	8/01/2011	812626HP7
2015	4,255,000	5.25	8/01/2011	812626HQ5
2016	4,485,000	5.375	8/01/2011	812626HR3
2017	4,490,000	5.375	8/01/2011	812626HS1
2018	4,745,000	5.375	8/01/2011	812626HT9
2019	5,010,000	5.00	8/01/2011	812626HU6
2020	5,280,000	5.05	8/01/2011	812626HV4
2021	5,585,000	5.10	8/01/2011	812626HW2
2022	3,110,000	5.00	8/01/2011	812626HX0
2023	3,290,000	5.00	8/01/2011	812626HY8
2024	3,480,000	5.00	8/01/2011	812626HZ5
2025	3,680,000	5.00	8/01/2011	812626JA8
2026	3,890,000	5.00	8/01/2011	812626JB6
***	***	***	***	***
2031	23,060,000	5.10	8/01/2011	812626JG5

U.S. 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 the Municipal Securities Rulemaking Board.

EXHIBIT C

Notice of Redemption*

**The City of Seattle, Washington
Limited Tax General Obligation Bonds, 2001 (Various Purpose)**

NOTICE IS HEREBY GIVEN that The City of Seattle, Washington, has called for redemption on August 1, 2011, all of its then-outstanding Limited Tax General Obligation Bonds, 2001 (Various Purpose) (the "Bonds").

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus accrued interest to August 1, 2011. 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, 9th 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 August 1, 2011.

The following Bonds are being redeemed:

<u>Maturity Date (August 1)</u>	<u>Par Amount Defeased</u>	<u>Interest Rate</u>	<u>CUSIP Nos.</u>
2012	\$3,655,000	5.00%	812626HM4
2013	3,835,000	5.00	812626HN2
2014	4,040,000	5.00	812626HP7
2015	4,255,000	5.25	812626HQ5
2016	4,485,000	5.375	812626HR3
2017	4,490,000	5.375	812626HS1
2018	4,745,000	5.375	812626HT9
2019	5,010,000	5.00	812626HU6
2020	5,280,000	5.05	812626HV4
2021	5,585,000	5.10	812626HW2
2022	3,110,000	5.00	812626HX0
2023	3,290,000	5.00	812626HY8
2024	3,480,000	5.00	812626HZ5
2025	3,680,000	5.00	812626JA8
2026	3,890,000	5.00	812626JB6
***	***	***	***
2031	23,060,000	5.10	812626JG5

**By Order of The City of Seattle, Washington
The Bank of New York, as Paying Agent
Dated: _____**

* This notice shall be given not less than 30 nor more than 60 days prior to August 1, 2011, 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; The Depository Trust Company of New York, New York, and the MSRB.

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

Notice of Defeasance*
The City of Seattle, Washington
Limited Tax General Obligation Improvement and Refunding Bonds, 2002

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 March 31, 2010, by and between The City of Seattle, Washington (the "City"), and U.S. 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 16 of Ordinance 120646 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
Limited Tax General Obligation Improvement and Refunding Bonds, 2002
(Dated January 1, 2002)

<u>Maturity Date (July 1)</u>	<u>Par Amount Defeased</u>	<u>Interest Rate</u>	<u>Call Date (at 100%)</u>	<u>CUSIP Nos.</u>
2013	\$2,855,000	5.00%	7/01/2012	812626JX8
2014	3,000,000	5.00	7/01/2012	812626JY6
2015	3,140,000	5.00	7/01/2012	812626JZ3
2016	3,300,000	5.00	7/01/2012	812626KA6
2017	3,465,000	5.00	7/01/2012	812626KB4
2018	2,330,000	5.00	7/01/2012	812626KC2
2019	2,450,000	5.00	7/01/2012	812626KD0
2020	2,565,000	5.00	7/01/2012	812626KE8
2021	2,700,000	5.125	7/01/2012	812626KF5
2022	2,830,000	5.125	7/01/2012	812626KG3

U.S. 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 the Municipal Securities Rulemaking Board.

EXHIBIT E

Notice of Redemption *

**The City of Seattle, Washington
Limited Tax General Obligation Improvement and Refunding Bonds, 2002**

NOTICE IS HEREBY GIVEN that The City of Seattle, Washington, has called for redemption on July 1, 2012, all of its then-outstanding Limited Tax General Obligation Improvement and Refunding Bonds, 2002 (the "Bonds").

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus accrued interest to July 1, 2012. 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, 9th 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 July 1, 2012.

The following Bonds are being redeemed:

Maturity Date (July 1)	Par Amount Defeased	Interest Rate	CUSIP Nos.
2013	\$2,855,000	5.00%	812626JX8
2014	3,000,000	5.00	812626JY6
2015	3,140,000	5.00	812626JZ3
2016	3,300,000	5.00	812626KA6
2017	3,465,000	5.00	812626KB4
2018	2,330,000	5.00	812626KC2
2019	2,450,000	5.00	812626KD0
2020	2,565,000	5.00	812626KE8
2021	2,700,000	5.125	812626KF5
2022	2,830,000	5.125	812626KG3

**By Order of The City of Seattle, Washington
The Bank of New York, as Paying Agent**
Dated: _____

Under Section 3406(a)(1) of the Internal Revenue Code the Registrar may be obligated to withhold a percentage of the principal of a holder who has failed to furnish the Registrar with a 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.

* This notice shall be given not less than 30 nor more than 60 days prior to July 1, 2012, 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; The Depository Trust Company of New York, New York, and the MSRB.

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EXHIBIT F
U.S. BANK NATIONAL ASSOCIATION FEE SCHEDULE

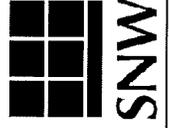
City of Seattle



LTGO Improvement Bonds, 2010A (Taxable BABs)
LTGO Improvement and Refunding Bonds, 2010B (Tax-Exempt)

Bond Sale Results

City Council Meeting
Thursday, March 11, 2010



City of Seattle: Bond Sale Results

LTGO Improvement Bonds, 2010A (Taxable BABs) LTGO Improvement and Refunding Bonds, 2010B (Tax-Exempt)

Thursday, March 11, 2010, 7:30 a.m. / 8:30 a.m.

Bond Sale Results

2010A – These bonds are the City's third issuance of taxable Build America bonds and were sold through competitive pricing at 7:30 a.m. on Thursday, March 11th, 2010. The City received 11 bids with BABs subsidy-adjusted TICs ranging from 3.0407% to 3.1980%, a total spread of 16 basis points. The best bid, provided by Citigroup Global Markets was 3.0407%. Stifel Nicolaus & Company, Inc. had the next best bid (the cover) at 3.0599%. The receipt of 11 bids, the tight cover bid and the relative narrow spread between the high and low bid all indicate that the Citigroup bid is very competitive.

2010B - These bonds are traditional tax-exempt bonds and were sold through competitive pricing at 8:30 a.m. on Thursday, March 11th, 2010. The City received 10 bids with TICs ranging from 3.1214% to 3.2503%, a total spread of 13 basis points. The best bid, provided by Banc of America Merrill Lynch, was 3.1214%. JP Morgan Securities Inc. had the next best bid (the cover) at 3.1421%, a spread of 2 basis points. The receipt of 10 bids, the tight cover bid and the relative narrow spread between the high and low bid all indicate that the Bank of America Merrill Lynch bid is very competitive. The bid results are provided on page 4.

City of Seattle Bid Results – Series 2010A

City of Seattle \$67,085,000 LTGO Improvement Bonds, 2010A

The following bids were submitted using **PARITY**® and displayed ranked by lowest TIC (net of BABs interest rate subsidy).

Bid Award*	Bidder Name	TIC	BAB TIC
<input checked="" type="checkbox"/>	<u>Citigroup Global Markets Inc.</u>	4.645674	3.040737
<input type="checkbox"/>	<u>Stifel Nicolaus & Company, Inc.</u>	4.733612	3.059887
<input type="checkbox"/>	<u>Morgan Keegan & Co., Inc.</u>	4.744608	3.100933
<input type="checkbox"/>	<u>Morgan Stanley & Co Inc.</u>	4.754516	3.109140
<input type="checkbox"/>	<u>Banc of America Merrill Lynch</u>	4.779863	3.123078
<input type="checkbox"/>	<u>Jefferies & Company, Inc.</u>	4.838666	3.150776
<input type="checkbox"/>	<u>Prager, Sealy & Co., LLC</u>	4.843664	3.163719
<input type="checkbox"/>	<u>Ramirez & Co.</u>	4.848629	3.157668
<input type="checkbox"/>	<u>Wachovia Bank, National Association</u>	4.854151	3.174519
<input type="checkbox"/>	<u>J.P. Morgan Securities Inc.</u>	4.873891	3.179750
<input type="checkbox"/>	<u>Barclays Capital, Inc.</u>	4.890181	3.198043

City of Seattle Bid Results – Series 2010B

City of Seattle \$132,730,000 Water System Improvement and Refunding Bonds, Series 2010B

The following bids were submitted using **PARITY**[®] and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
<input checked="" type="checkbox"/>	Banc of America Merrill Lynch	3.121388
<input type="checkbox"/>	J.P. Morgan Securities Inc.	3.142062
<input type="checkbox"/>	Citigroup Global Markets Inc.	3.172093
<input type="checkbox"/>	Wachovia Bank, National Association	3.195895
<input type="checkbox"/>	Jefferies & Company, Inc.	3.200814
<input type="checkbox"/>	Morgan Stanley & Co Inc.	3.207030
<input type="checkbox"/>	Robert W. Baird & Co., Inc.	3.211797
<input type="checkbox"/>	BMO Capital Markets	3.216317
<input type="checkbox"/>	Barclays Capital, Inc.	3.245432
<input type="checkbox"/>	Hutchinson, Shockey, Erley & Co.	3.250265

Par Amount

The principal amount on the 2010A Bonds was decreased following the receipt of bids to account for the smaller than expected amount of underwriter's discount included in the winning bid. The principal amount on the 2010B Bonds was increased following the receipt of bids to account for the smaller than expected amount of premium included in the winning bid.

Sources and Uses of Funds

Series 2010A

Sources of Funds:

Par Amount	\$ 66,510,000.00
<u>Net Premium</u>	<u>1,382.60</u>
Total Sources of Funds	\$ 66,511,382.60

Uses of Proceeds:

Project Fund Deposit	\$ 65,961,722.69
<u>Delivery Date Expenses</u>	<u>549,659.91</u>
Total Uses of Funds	\$ 66,511,382.60

Series 2010B

Sources of Funds:

Par Amount	\$ 135,395,000.00
<u>Net Premium</u>	<u>13,382,735.90</u>
Total Sources of Funds	\$ 148,777,735.90

Uses of Proceeds:

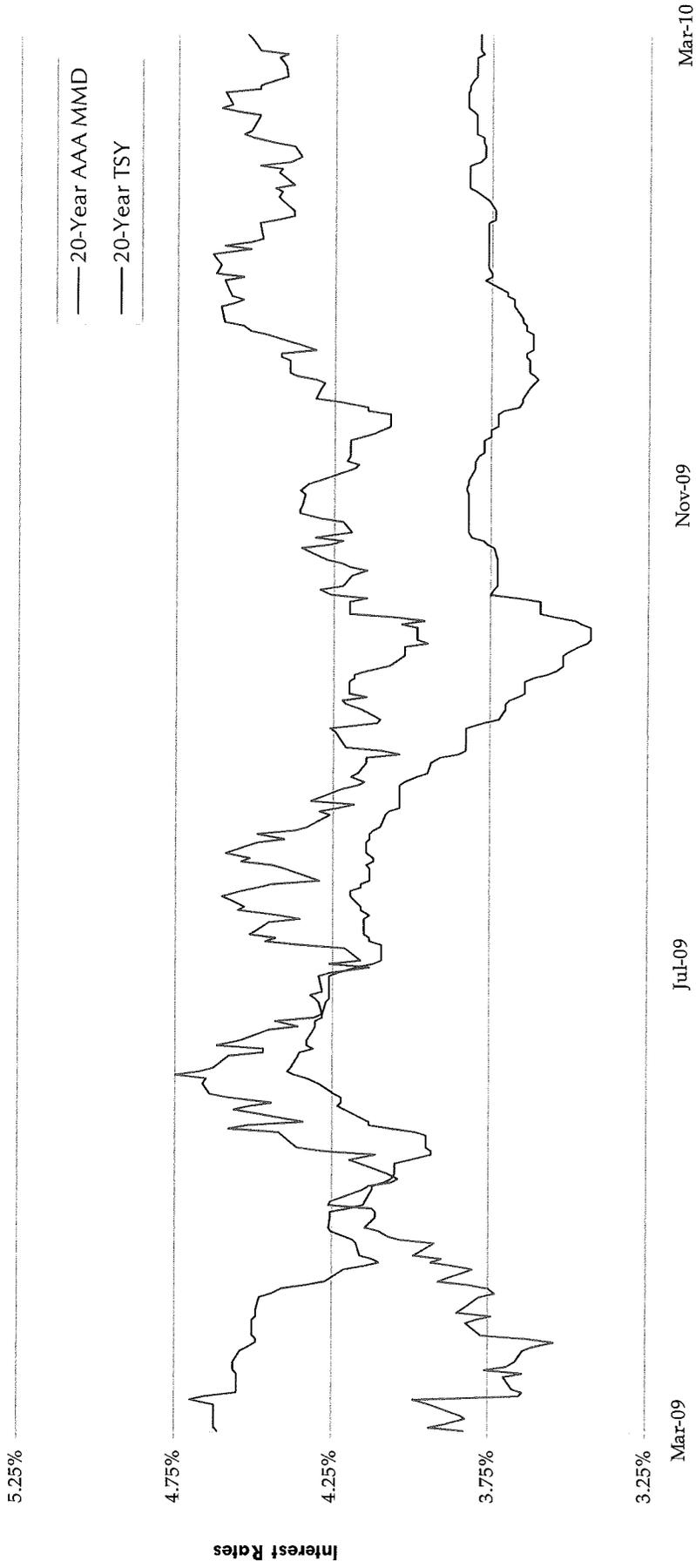
Project Fund Deposit	\$ 22,835,148.93
Refunding Escrow Deposit	125,170,161.05
Deposit to Debt Service Account	3,272.67
<u>Delivery Date Expenses</u>	<u>769,153.25</u>
Total Uses of Funds	\$ 148,777,735.90

Bond Ratings

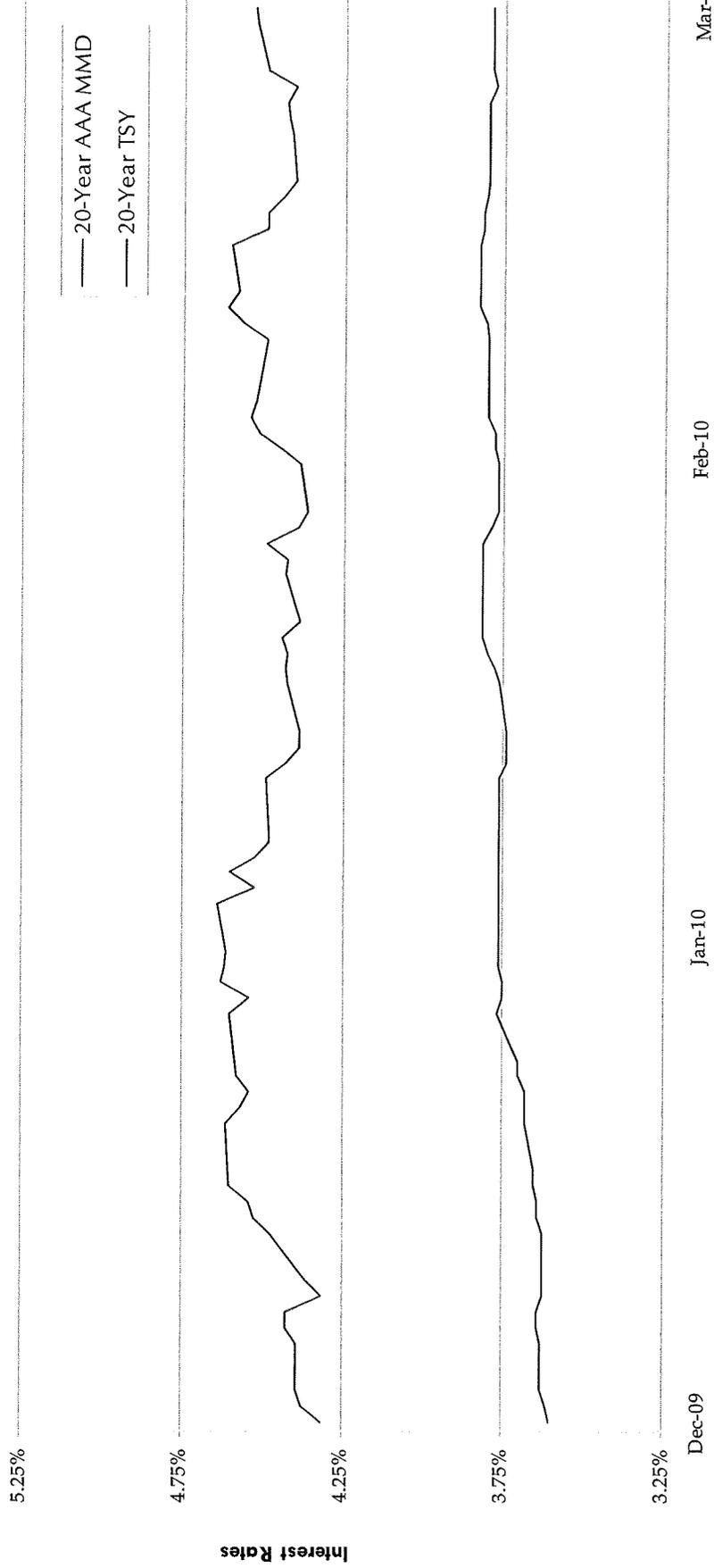
The City maintained its strong credit ratings from Standard & Poor's, Moody's Investor Service and Fitch Ratings with this bond issue.

Moody's Investors Service	Aa1
Standard & Poor's:	AAA
Fitch Ratings	AA+

Historical 20-Year Interest Rates 1-Year History



Historical 20-Year Interest Rates 3-Month History



City of Seattle LTGO Bonds, 2010A (BABs) Comparable Investor Yields for Prior City of Seattle Bond Issues

Issuer	SEATTLE WATER REVENUE BONDS, 2010A (BABs)	SEATTLE DRAIN. & WASTEWTR REV BONDS, 2009A (BABs)		
	Treasury Yield	Reoffering Yields	Treasury Yield	Reoffering Yields
Pricing Date	1/7/2010	12/9/2009		
State	WA	WA		
Underwriter	Citigroup	Stone and Youngberg		
Amount	\$109,080,000	\$102,535,000		
Insurance	None	None		
Und. Rating	Aa2/AA+	Aa2/AA+		
Call Prov.	Make Whole Call of Treas + 25bp	Make Whole Call of +25 bps		
Type	Competitive	Competitive		
Security	Revenue	Revenue		
	Treasury Yield	Reoffering Yields	Treasury Yield	Reoffering Yields
	Variance	Variance	Variance	Variance
2010				
2011			2.840 7 yr	4.230
2012			3.380 10 yr	4.380
2013			3.380 10 yr	4.480
2014			3.380 10 yr	4.580
2015			3.380 10 yr	4.680
2016			3.380 10 yr	4.780
2017			3.380 10 yr	4.880
2018			3.380 10 yr	4.980
2019			3.380 10 yr	5.050
2020		0.841		
2021	3.829 10 yr	4.670		
2022	3.829 10 yr	4.820		
2023	3.829 10 yr	4.920		
2024	3.829 10 yr	5.070		
2025	3.829 10 yr	5.320		
2026	3.829 10 yr	5.420		
2027	4.682 30 yr	5.370		
2028	4.682 30 yr	5.470		
2029	4.682 30 yr	5.520		
2030	4.682 30 yr	5.570		
2031	4.682 30 yr	5.620		
2032			4.367 30 yr	5.510
2033	4.682 30 yr	5.840		
2034		1.158		
2035				
2036				
2037				
2038				
2039			4.367 30 yr	5.590
2040	4.682 30 yr	5.890		
		1.208		
				1.223

City of Seattle LTGO Improvement and Revenue Refunding Bonds, 2010B Comparable Investor Yields

Issuer	SEATTLE LTGO IMP. & REF. BONDS, 2010B			WASHINGTON DC INCOME TAX REV.			CITY OF DALLAS			MICHIGAN MUNI BD AUTHORITY					
	Pricing Date	State	Underwriter	Amount	Insurance	Und. Rating	Call Prov.	Type	Security	MMD 3/10/10	Reoffering Yields	Variance	MMD 3/10/10	Reoffering Yields	Variance
2010	3/11/2010	WA	Bank of America	\$135,395,000	None	Aa1/AAA/AA+	8/1/2020 @ 100	Competitive	GO	0.250	0.350	0.100	0.250	0.450	0.200
2011										0.330	0.440	0.110	0.550	0.800	0.250
2012										0.600	0.750	0.150	0.770	1.100	0.330
2013										0.820	0.940	0.120	1.070	1.400	0.330
2014										1.110	1.240	0.130	1.420	1.700	0.280
2015										1.470	1.600	0.130	1.860	2.200	0.340
2016										1.900	2.060	0.160	2.180	2.550	0.370
2017										2.220	2.420	0.200	2.450	2.810	0.360
2018										2.490	2.650	0.160	2.630	2.990	0.360
2019										2.660	2.830	0.170	2.800	3.160	0.360
2020										2.810	3.000	0.190	2.930	3.270	0.340
2021										2.940	3.130	0.190	3.020	3.380	0.360
2022										3.030	3.270	0.240	3.120	3.480	0.360
2023										3.130	3.420	0.290	3.220	3.580	0.360
2024										3.220	3.570	0.350	3.320	3.680	0.360
2025										3.320	3.720	0.400	3.410	3.780	0.370
2026										3.410	3.810	0.400	3.510	3.830	0.320
2027										3.510	3.910	0.400	3.610	3.900	0.290
2028										3.610	4.010	0.400	3.700	3.990	0.290
2029										3.700	4.100	0.400	3.780	4.070	0.290
2030										3.780	4.146	0.366	3.800	4.070	0.270
2031										3.860	4.142	0.282	3.800	4.070	0.270
2032															
2033															
2034															
2035															
2036															
2037															
2038															
2039															

SALE DATE: MARCH 11, 2010
SALE TIME: 2010A BONDS, 7:30 A.M., PACIFIC TIME
 2010B BONDS, 8:30 A.M., PACIFIC TIME

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 2, 2010

RATINGS: (Applied for)
Fitch: _____
Moody's: _____
Standard & Poor's: _____
 (See "Other Bond Information—Ratings" herein.)

New Issue
Book-Entry Only

In the opinion of Bond Counsel, interest on the 2010A Bonds is not excludable from gross income for federal income tax purposes. In the opinion of Bond Counsel, under existing federal law and assuming compliance with applicable requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issue date of the Bonds, interest on the 2010B Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax applicable to individuals. However, while interest on the 2010B Bonds also is not an item of tax preference for purposes of the alternative minimum tax applicable to corporations, interest on the 2010B Bonds received by corporations is taken into account in the computation of adjusted current earnings for purposes of the alternative minimum tax applicable to corporations, interest on the 2010B Bonds received by certain S corporations may be subject to tax, and interest on the 2010B Bonds received by foreign corporations with United States branches may be subject to a foreign branch profits tax. Receipt of interest on the 2010B Bonds may have other federal tax consequences for certain taxpayers. See "Legal and Tax Information" herein.

THE CITY OF SEATTLE, WASHINGTON

\$58,235,000*

Limited Tax General Obligation Improvement Bonds, 2010A
(Taxable Build America Bonds-Direct Payment)

\$143,190,000*

Limited Tax General Obligation Improvement and Refunding Bonds, 2010B

DATED: DATE OF INITIAL DELIVERY **DUE: AUGUST 1, AS SHOWN ON PAGES i AND ii**

The City of Seattle Limited Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds-Direct Payment) (the "2010A Bonds"), and Limited Tax General Obligation Improvement and Refunding Bonds, 2010B (the "2010B Bonds"), will be issued as fully registered bonds under a book-entry only system, registered in the name of Cede & Co. as bondowner and nominee for DTC. The 2010A Bonds and the 2010B Bonds collectively are referred to in this Official Statement as the "Bonds."

DTC will act as initial securities depository for the Bonds. Individual purchases of the Bonds will be made in book-entry form in the denomination of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Interest on the Bonds will be paid semiannually on each February 1 and August 1, beginning August 1, 2010. The principal of and interest on the Bonds are payable by the City's Bond Registrar, currently the fiscal agent of the State of Washington (currently The Bank of New York Mellon in New York, New York), to DTC, which is obligated in turn to remit such payments to its participants for subsequent disbursement to beneficial owners of the Bonds, as described in "Description of the Bonds—Book-Entry Transfer System" and in Appendix C.

The Bonds are being issued to (i) pay for part of the costs of various projects, (ii) refund certain outstanding bonds of the City (the "Refunded Bonds") as described under "Use of Proceeds," and (iii) pay the costs of issuing the Bonds and refunding the Refunded Bonds. See "Use of Proceeds."

The Bonds are subject to redemption prior to maturity as described herein. See "Description of the Bonds—Redemption of Bonds."

The Bonds are general obligations of The City of Seattle, Washington (the "City"). The Bonds are secured by the City's irrevocable pledge to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of the electors of the City on all of the taxable property within the City in an amount sufficient, together with other money legally available and to be used therefor, to pay when due the principal of and interest on the Bonds. The full faith, credit and resources of the City are pledged irrevocably for the annual levy and collection of the taxes pledged to the Bonds and the prompt payment of the principal of and interest on the Bonds.

The Bonds do not constitute a debt of the State of Washington or any political subdivision thereof other than the City.

MATURITY SCHEDULES LOCATED ON PAGES i AND ii

Each series of the Bonds is offered for delivery by the purchaser of such series when, as and if issued, subject to the approving legal opinion of Foster Pepper PLLC, Seattle, Washington, Bond Counsel. The form of Bond Counsel's opinion is attached hereto as Appendix B. It is anticipated that the Bonds will be available for delivery at DTC's facilities in New York, New York, or delivered to the Bond Registrar on behalf of DTC by Fast Automated Securities Transfer on or about March 31, 2010.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision.

Dated:

* Preliminary, subject to change.

This is a Preliminary Official Statement, subject to correction and change. The City has authorized the distribution of the Preliminary Official Statement to prospective purchasers and others. Upon the sale of the Bonds, the City will complete and deliver an Official Statement substantially in this form.

STATE OF WASHINGTON – KING COUNTY

--SS.

252211
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.

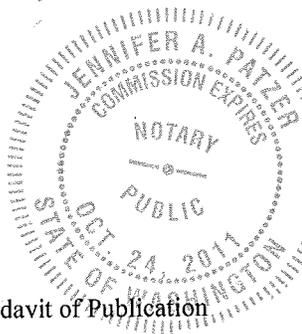
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLONLY RES 31191

was published on

03/22/10

The amount of the fee charged for the foregoing publication is the sum of \$ 54.60, which amount has been paid in full.



[Handwritten Signature]

Subscribed and sworn to before me on

03/23/10

[Handwritten Signature]

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following resolutions, passed by the City Council

on March 11, 2010, and published here by title only, will be mailed

upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For

further information, contact the Seattle City Clerk at 684-8344.

RESOLUTION NO. 31191

A RESOLUTION providing for the sale and issuance of The City of Seattle, Washington, Limited Tax General Obligation Improvement Bonds, 2010A (Taxable Build America Bonds-Direct Payment) and The City of Seattle, Washington, Limited Tax General Obligation Improvement and Refunding Bonds, 2010B; specifying the amount, maturities, interest rates and other terms of the bonds; providing for the payment of part of the costs of various projects, the refunding of certain of the City's outstanding limited tax general obligation bonds; providing for the call, payment and redemption of the outstanding bonds to be refunded, appointing a refunding trustee and approving the form and execution of a refunding trust agreement, and authorizing the purchase of certain obligations and the use and application of money derived

from those obligations and the payment of costs of issuance and sale of the bonds; 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.

Date of publication in the Seattle Daily Journal of Commerce, March 22, 2010.

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