

Resolution No. 31452

Providing for the sale and issuance of The City of Seattle, Washington, Limited Tax General Obligation Improvement Bonds, 2013A and Limited Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable); specifying the amounts, maturities, interest rates and other terms of the bonds; providing for the payment of costs of various projects, the refunding of certain of the City's outstanding limited tax general obligation bonds, and the payment of the administrative costs of the refunding and costs of issuance and sale of the 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 ratifying, confirming and approving the notice of bond sale and the actions of the Director of Finance relating to the sale of the bonds.

The City of Seattle – Legislative Department

Resolution sponsored by: Clark

Committee Action:

Date	Recommendation	Vote

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

Full Council Action:

Date	Decision	Vote
May 8, 2013	Adopted	8-7-0 (absent: Licata, Harrell)

Related Legislation File: _____

Date Introduced and Referred: <u>5/8/13</u>	To: (committee): <u>Full Council</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>5/8/13</u>	Date Presented to Mayor: <u> </u>
Date Signed by Mayor: <u> </u>	Date Returned to City Clerk: <u>5/8/13</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Returned Without Concurrence:
Published in Full Text <input type="checkbox"/>	

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RESOLUTION 31452

A RESOLUTION providing for the sale and issuance of The City of Seattle, Washington, Limited Tax General Obligation Improvement Bonds, 2013A and Limited Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable); specifying the amounts, maturities, interest rates and other terms of the bonds; providing for the payment of costs of various projects, the refunding of certain of the City's outstanding limited tax general obligation bonds, and the payment of the administrative costs of the refunding and costs of issuance and sale of the 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 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 May 8, 2013



RESOLUTION 31452

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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, 2013A and Limited Tax General Obligation
5 Improvement and Refunding Bonds, 2013B (Taxable); specifying the amounts, maturities,
6 interest rates and other terms of the bonds; providing for the payment of costs of various
7 projects, the refunding of certain of the City's outstanding limited tax general obligation
8 bonds, and the payment of the administrative costs of the refunding and costs of issuance and
9 sale of the 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 ratifying, confirming and
approving the notice of bond sale and the actions of the Director of Finance relating to the
sale of the bonds.

10 WHEREAS, pursuant to Ordinance 124053, as amended by Ordinance 124146, (as amended, the
11 "Improvement Bond Ordinance"), the City authorized the issuance of not to exceed
12 \$59,000,000 of its limited tax general obligation 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

13 WHEREAS, pursuant to Ordinance 121651, as amended by Ordinance 122286 (as amended, the
14 "Refunding Bond Ordinance" and together with the Improvement Bond Ordinance, the
15 "Bond Ordinances"), the City authorized the issuance of not to exceed \$900,000,000 limited
16 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

17 WHEREAS, pursuant to the Improvement Bond Ordinance, the City has determined to issue and sell
18 its Limited Tax General Obligation Improvement Bonds, 2013A (the "2013A Bonds") in the
aggregate principal amount of \$42,315,000; and

19 WHEREAS, pursuant to the Bond Ordinances, the City has determined to issue and sell its Limited
20 Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable) (the "2013B
Bonds") in the aggregate principal amount of \$55,075,000; and

21 WHEREAS, to effect the refunding of the Refunded Bonds (defined herein) it is necessary and
22 advisable that certain Acquired Obligations (defined herein) bearing interest and maturing at
23 such time or times as necessary to accomplish the Refunding Plan (defined herein) be
purchased out of a portion of the proceeds of the 2013B Bonds and other money of the City,
if necessary; and

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



1
2 WHEREAS, pursuant to the Bond Ordinance, a preliminary official statement dated April 26, 2013
3 (the "Preliminary Official Statement"), for the public sale of the Bonds, including an official
4 notice of that sale (the "Notice of Bond Sale"), has been prepared and distributed, bids have
5 been received in accordance with the Notice of Bond Sale, and the proposed sale of the
6 2013A Bonds to Citigroup Global Markets Inc. and the proposed sale of the 2013B Bonds to
7 Wells Fargo Bank, National Association has been recommended to the City Council for its
8 approval with the interest rates and other terms of and matters relating to the Bonds set forth
9 in this resolution; NOW, THEREFORE,

10
11 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THAT:**

12 Section 1. Definitions. The meanings of all capitalized terms used and not otherwise
13 defined in this resolution shall be as set forth in the Bond Ordinance. In addition, the following
14 terms as used in this resolution shall have the following meanings:

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

18 "Bond Ordinances" means together, the Improvement Bond Ordinance and the Refunding
19 Bond Ordinance.

20 "2013A Bonds" means the \$42,315,000 par value Limited Tax General Obligation
21 Improvement Bonds, 2013A, issued pursuant to and for the purposes provided in the Improvement
22 Bond Ordinance and this resolution.

23 "2013B Bonds" means the \$55,075,000 par value Limited Tax General Obligation
24 Improvement and Refunding Bonds, 2013B (Taxable), issued pursuant to and for the purposes
25 provided in the Bond Ordinance, and this resolution.

26 "Bonds" means the 2013A Bonds and the 2013B Bonds.

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



1 “Improvement Bond Ordinance means Ordinance 124053 of the City, as amended by
2 Ordinance 124146 of the City, authorizing the 2013A Bonds and the New Money Allocation of the
3 2013B Bonds.

4 “Issue Date” means the date of initial issuance and delivery of a Bond to a purchaser in
5 exchange for the purchase price.

6 “New Money Allocation” means that portion of the 2013B Bonds identified in the column
7 labeled “Capital Projects” in Exhibit B attached to this resolution and incorporated by this reference.

8 “2013A Bond Purchaser” means Citigroup Global Markets Inc. of Los Angeles, California,
9 as purchaser of the 2013A Bonds.

10 “2013B Bond Purchaser” means Wells Fargo Bank, National Association of New York, New
11 York, as purchaser of the 2013B Bonds.

12 “Refunded Bonds” means those portions of the City’s outstanding Limited Tax General
13 Obligation Refunding Bonds, 2004, identified in Exhibit A attached to this resolution and
14 incorporated by this reference.

15 “Refunded Bonds Legislation” means collectively, Ordinance 121414, and Resolution 30675,
16 authorizing the issuance of the Refunded Bonds.

17 “Refunding Bond Ordinance” means Ordinance 121651 of the City, as amended by
18 Ordinance 122286 of the City, authorizing the Refunding Allocation of the 2013B Bonds.

19 “Refunding Allocation” means that portion of the 2013B Bonds identified in the column
20 labeled “Refunding Plan” in Exhibit B attached to this resolution and incorporated by this reference.

21 “Refunding Plan” means:

- 22 (a) the deposit with the Refunding Trustee of proceeds of the 2013B Bonds, along with
23 other money of the City, if necessary, in an amount sufficient to acquire the Acquired Obligations;
24 and

1 (b) the application of the maturing Acquired Obligations and interest thereon (and other
2 cash held by the Refunding Trustee, if necessary) to the payment of interest on the Refunded Bonds
3 when due, up to and including January 1, 2014, and the call, payment and redemption on January 1,
4 2014, of the Refunded Bonds at a price equal to the stated principal amount of Refunded Bonds to be
5 redeemed on that date.

6 "Refunding Trust Agreement" means the Refunding Trust Agreement between the City and
7 the Refunding Trustee relating to the Refunded Bonds, substantially in the form attached as Exhibit
8 F to this resolution and incorporated by this reference.

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

11 Section 2. The 2013A Bonds. The 2013A Bonds shall be called "The City of Seattle,
12 Washington, Limited Tax General Obligation Improvement Bonds, 2013A," and shall be issued in
13 the aggregate principal amount of \$42,315,000. The 2013A Bonds shall be issued in Authorized
14 Denominations and shall be dated the Issue Date. The 2013A Bonds shall bear interest from the
15 Issue Date or from the most recent date for which interest has been paid or duly provided for,
16 whichever is later. Interest shall be payable on the first day of each April and October, commencing
17 October 1, 2013, at the fixed rates per annum provided below, calculated on the basis of a 360-day
18 year of twelve 30-day months. The 2013A Bonds shall mature on October 1 of the following years
19 and in the following amounts:
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Maturities	Principal Amounts	Interest Rates	Maturities	Principal Amounts	Interest Rates
2014	\$4,200,000	1.000%	2024	\$1,160,000	4.000%
2015	4,240,000	3.000	2025	1,205,000	4.000
2016	4,375,000	3.000	2026	1,255,000	4.000
2017	4,505,000	4.000	2027	1,310,000	4.000
2018	4,680,000	4.000	2028	1,360,000	4.000
2019	1,200,000	3.000	2029	1,415,000	4.000
2020	1,240,000	4.000	2030	1,465,000	3.125
2021	1,285,000	4.000	2031	1,520,000	3.250
2022	1,335,000	4.000	2032	1,560,000	3.250
2023	1,390,000	4.000	2033	1,615,000	3.375

Section 3. The 2013B Bonds. The 2013B Bonds shall be called "The City of Seattle, Washington, Limited Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable)," and shall be issued in the aggregate principal amount of \$55,075,000. The 2013B Bonds shall be issued in Authorized Denominations and shall be dated the Issue Date. The 2013B Bonds shall bear interest from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. Interest shall be payable on the first day of each January and July, commencing January 1, 2014, at the fixed rates per annum provided below, calculated on the basis of a 360-day year of twelve 30-day months. The 2013B Bonds shall mature on January 1 of the following years and in the following amounts:

Maturities	Principal Amounts	Interest Rates	Maturities	Principal Amounts	Interest Rates
2014	\$1,745,000	0.250%	2020	\$7,595,000	1.600%
2015	8,805,000	0.400	2021	940,000	1.800
2016	8,850,000	0.600	2022	955,000	2.000
2017	7,645,000	0.900	2023	975,000	2.150
2018	7,725,000	1.100	2024	1,000,000	2.350
2019	7,820,000	1.300	2025	1,020,000	2.500

The 2013B Bonds 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 2013B Bonds, all in accordance with the schedule set forth in Exhibit B of this resolution, which is incorporated by this reference.



1 Section 4. Optional Redemption.

2 (a) 2013A Bonds. The 2013A Bonds maturing on or before October 1, 2022, shall be
3 issued without the right or option of the City to redeem those 2013A Bonds prior to their stated
4 maturity dates. The City reserves the right and option to redeem the 2013A Bonds maturing on or
5 after October 1, 2023, prior to their stated maturity dates at any time on or after April 1, 2023, as a
6 whole or in part, at a price equal to the principal amount to be redeemed, plus accrued interest to the
7 date fixed for redemption.

8 (b) 2013B Bonds. The 2013B Bonds maturing on or before January 1, 2023, shall be
9 issued without the right or option of the City to redeem those 2013B Bonds prior to their stated
10 maturity dates. The City reserves the right and option to redeem the 2013B Bonds maturing on or
11 after January 1, 2024, prior to their stated maturity dates at any time on or after January 1, 2023, as a
12 whole or in part, at a price equal to the principal amount to be redeemed, plus accrued interest to the
13 date fixed for redemption.

14 Section 5. Selection of Bonds for Redemption. If fewer than all of the Bonds of a series
15 are to be optionally redeemed prior to maturity, the City will select the maturity or maturities to be
16 redeemed. If fewer than all of the bonds of a single maturity of a series of Bonds are to be redeemed
17 prior to maturity, then:

- 18 (i) if such Bonds are in book-entry form at the time of such redemption, DTC shall select
19 the specific Bonds in accordance with the Letter of Representations, and
20 (ii) if such Bonds are not in book-entry form at the time of such redemption, the Bond
21 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.

22 The portion of any Bond of a denomination more than \$5,000 to be redeemed will be in the
23 principal amount of \$5,000 or any integral multiple thereof, to be selected, as the case may be, by
24 DTC in accordance with the Letter of Representations or by the Bond Registrar in such manner as
25 the Bond Registrar in its discretion may deem to be fair and appropriate.
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1 Section 6. Form of the Bonds. Each 2013A Bond shall be substantially in the form
2 attached hereto as Exhibit C-1 and each 2013B Bond shall be substantially in the form attached
3 hereto as Exhibit C-2, both of which exhibits are incorporated by this reference.

4 Section 7. Preservation of Tax Exemption for Interest on 2013A Bonds. The City
5 covenants that it will take all actions necessary to prevent interest on the 2013A Bonds from being
6 included in gross income for federal income tax purposes, and that it will neither take any action nor
7 make or permit any use of proceeds of the 2013A Bonds or other funds of the City treated as
8 proceeds of the 2013A Bonds that will cause interest on the 2013A Bonds to be included in gross
9 income for federal income tax purposes. The City also covenants that it will, to the extent the
10 arbitrage rebate requirement of Section 148 of the Code is applicable to the 2013A Bonds, take all
11 actions necessary to comply (or to be treated as having complied) with that requirement in
12 connection with the 2013A Bonds, including the calculation and payment of any penalties that the
13 City has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any
14 other penalties if required under Section 148 of the Code to prevent interest on the 2013A Bonds
15 from being included in gross income for federal income tax purposes.

16 Section 8. Sale and Delivery of Bonds. The City finds that the sale and delivery of each
17 series of Bonds to their respective Purchasers at the interest rates and under the conditions set forth
18 in the Bond Ordinance, this resolution, the Notice of Bond Sale attached hereto as Exhibit D, and the
19 bid information attached hereto as Exhibit E-1 and Exhibit E-2 (which includes for each series of
20 Bonds: (a) a summary of the true interest cost associated with each bid for that series, and (b) a
21 printed version of all the electronic bids for that series of Bonds, including the electronic bid of the
22 Purchaser of that series), is in the City's best interest and therefore approves, confirms and ratifies
23 the award of the 2013A Bonds to the 2013A Bond Purchaser and the award of the 2013B Bonds to
24 the 2013B Bond Purchaser.



1 Section 9. Authorization of Official Statement. The Director of Finance is hereby
2 authorized and directed to review and approve on behalf of the City a final official statement (the
3 “Official Statement”) with respect to the Bonds, substantially in the form of the Preliminary Official
4 Statement dated April 26, 2013, with respect to the Bonds, and supplemented or amended as he
5 deems necessary or appropriate.

6 Section 10. Use of Bond Proceeds

7 (a) 2013A Bonds. The proceeds of the 2013A Bonds received by the City shall be
8 deposited in the 2013 Multipurpose LTGO Bond Fund or in other funds, accounts or subaccounts
9 designated by the Director of Finance and used to pay costs of the Capital Projects, the costs of
10 issuing the 2013A Bonds, and for any other purposes approved by ordinance.

11 (b) 2013B Bonds. The proceeds of the 2013B Bonds received by the City and, if
12 necessary, other money of the City (the amounts to be determined by the Director of Finance prior to
13 the issuance of the 2013B Bonds) shall be applied as follows: (i) the proceeds of the Refunding
14 Allocation shall be deposited immediately upon the receipt thereof with the Refunding Trustee and
15 used to discharge the obligations of the City relating to the Refunded Bonds under the Refunded
16 Bonds Legislation pursuant to the Refunding Plan, as defined herein and modified or amplified by
17 the Refunding Trust Agreement; and (ii) the proceeds of the New Money Allocation shall be
18 deposited in the 2013 Multipurpose LTGO Bond Fund or in other funds, accounts or subaccounts
19 designated by the Director of Finance and used to pay costs of the Capital Projects, the costs of
20 issuing the 2013B Bonds, and for any other purposes approved by ordinance.

21 Section 11. Call for Redemption of the Refunded Bonds. In accordance with the
22 Refunded Bonds Legislation, the City hereby authorizes the Director of Finance to call the Refunded
23 Bonds for redemption and provide for that redemption in accordance with the Refunding Plan.

24 Section 12. City Findings With Respect to Refunding. The City finds and determines that
25 the issuance and sale of the 2013B Bonds allocated to the Refunding Allocation will effect a savings
26



1 to the City and will be in the best interest of the City, and in the public interest. In making such
2 finding and determination, the City has given consideration to the fixed maturities and scheduled
3 redemptions of the Refunding Allocation of the 2013B Bonds and the Refunded Bonds and allocable
4 costs of issuance, and the known earned income from the investment of the money used in the
5 Refunding Plan. The City further finds and determines that the money to be deposited with the
6 Refunding Trustee in accordance with the Refunding Bond Ordinance and this resolution will
7 discharge and satisfy the obligations of the City with respect to the Refunded Bonds under the
8 Refunded Bonds Legislation, and the pledges, charges, trusts, covenants and agreements of the City
9 previously made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no
10 longer be deemed to be outstanding under such Refunded Bonds Legislation immediately upon the
11 deposit of such money with the Refunding Trustee.

12 Section 13. Undertaking to Provide Continuing Disclosure. To meet the requirements of
13 paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the
14 Finance Director is authorized and directed to execute a written undertaking to provide continuing
15 disclosure for the benefit of holders of the Bonds in substantially the form attached to this resolution
16 as Exhibit G and incorporated by this reference.

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

21 Section 15. Severability. The provisions of this resolution are declared to be separate and
22 severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal
23 periods having run, finds any provision of this resolution to be invalid or unenforceable as to any
24 person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be
25 within the limits of enforceability or validity. However, if the offending provision cannot be so
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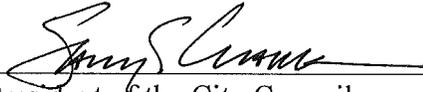


1 modified, it shall be null and void with respect to the particular person or circumstance, and all other
2 provisions of this resolution in all other respects, and the offending provision with respect to all
3 other persons and all other circumstances, shall remain valid and enforceable.

4 Section 16. Ratification of Prior Acts. All acts taken pursuant to the authority of this
5 resolution but prior to its effective date are ratified, approved and confirmed.

6 Section 17. Section Headings. Section headings in this resolution are used for
7 convenience only and shall not constitute a substantive portion of this resolution.

8 ADOPTED by the City Council the 8th day of May, 2013, and signed by me in open session
9 in authentication of its adoption this 8th day of May, 2013.

10
11 
12 _____
13 President of the City Council

13 Filed this 18th day of May, 2013.

14
15 (SEAL)

16 
17 _____
18 City Clerk

18 LIST OF EXHIBITS

19 Exhibit A Refunded Bonds
20 Exhibit B Allocation of Bonds
21 Exhibit C-1 2013A Bond Form
22 Exhibit C-2 2013B Bond Form
23 Exhibit D Notice of Bond Sale
24 Exhibit E-1 Printed Version of All Electronic Bids for 2013A Bonds
25 Exhibit E-2 Printed Version of All Electronic Bids for 2013B Bonds
26 Exhibit F Form of Refunding Trust Agreement
Exhibit G Form of Undertaking to Provide Continuing Disclosure

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 Refunding Bonds, 2004	05/24/2004	\$91,805,000	\$42,565,000	2015 through 2020	January 1, 2014 at par



EXHIBIT B

ALLOCATION OF BONDS

<u>Maturity (January 1)</u>	<u>New Money Allocation</u>	<u>Refunding Allocation</u>	<u>Total</u>
2014	\$ 860,000	\$ 885,000	\$ 1,745,000
2015	880,000	7,925,000	8,805,000
2016	880,000	7,970,000	8,850,000
2017	890,000	6,755,000	7,645,000
2018	900,000	6,825,000	7,725,000
2019	910,000	6,910,000	7,820,000
2020	920,000	6,675,000	7,595,000
2021	940,000		940,000
2022	955,000		955,000
2023	975,000		975,000
2024	1,000,000		1,000,000
2025	1,020,000		1,020,000
TOTAL	\$11,130,000	\$43,945,000	\$55,075,000



1 registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), payment of principal
and interest shall be made in accordance with the Letter of Representations given by the City to DTC.

2 This Bond is one of an authorized issue of bonds designated Limited Tax General Obligation Improvement
3 Bonds, 2013A (the "Bonds"), aggregating \$ _____ in principal amount, maturing annually in the years 2014
4 through 20 __, inclusive, [and 20 __,] of like date, tenor and effect, except as to maturity dates, interest rates, options
5 of redemption, denominations and numbers issued by the City for general City purposes to provide the funds to pay
6 for part of the costs of various projects authorized in the Bond Legislation (defined below), and to pay the costs of
issuance and sale of the Bonds, all as set forth in Ordinance 124053 of the City, as amended by Ordinance 124146 of
the City, and Resolution _____ (collectively, the "Bond Legislation"). The Bonds are issued in fully registered
form in Authorized Denominations.

7 For as long as any of the Bonds are outstanding, the City irrevocably pledges to include in its budget and to
8 levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of the
9 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, and the full
faith, credit and resources of the City are pledged irrevocably for the annual levy and collection of those taxes and
the prompt payment of that principal and interest.

10 The Bonds are subject to redemption as provided in the Bond Legislation.

11 The City further reserves the right and option to purchase any Bond offered to it at any time at any price
12 acceptable to the City plus accrued interest to the date of such purchase.

13 Reference is made to the Bond Legislation for other covenants and declarations of the City and other terms
14 and conditions upon which this Bond has been issued, which terms and conditions, including, but not limited to,
15 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.

16 In the manner and subject to the limitations set forth in the Bond Legislation, this Bond may be transferred
17 by the Registered Owner or by such Owner's authorized agent at the Bond Registrar on completion of the
18 assignment form appearing hereon and surrender and cancellation of this Bond. Upon such transfer, a new Bond (or
19 Bonds, at the option of the new Registered Owner) of an equal aggregate principal amount and of the same interest
20 rate and maturity in any Authorized Denomination will be issued 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 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 principal payment or redemption date.

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

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

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



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

3 IN WITNESS WHEREOF, the City has caused this Bond to be executed on behalf of the City by the
4 facsimile signatures of its Mayor and Director of Finance and a facsimile reproduction of the seal of the City to be
printed hereon, this ____ day of June, 2013.

5 THE CITY OF SEATTLE, WASHINGTON

6 By

Mayor

7 By

8 Director of Finance

9 Date of Authentication: _____

10 CERTIFICATE OF AUTHENTICATION

11 This Bond is one of the fully registered The City of Seattle, Washington, Limited Tax General Obligation
Improvement Bonds, 2013A, described in the Bond Legislation.

12 WASHINGTON STATE FISCAL AGENT
13 Bond Registrar

14 By _____

Authorized Signer

15 ASSIGNMENT

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

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

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

21 DATED: _____

22 _____
Registered Owner

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

25 Signature Guaranteed:

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



1 This Bond is one of an authorized issue of bonds designated Limited Tax General Obligation Improvement
2 and Refunding Bonds, 2013B (Taxable) (the "Bonds"), aggregating \$_____ in principal amount, maturing
3 annually in the years 2014 through 20___, inclusive, [and 20___,] of like date, tenor and effect, except as to maturity
4 dates, interest rates, options of redemption, denominations and numbers issued by the City for general City purposes
5 to provide the funds to pay for part of the costs of various projects authorized in the Bond Legislation (defined
6 below), to refund certain outstanding bonds of the City, and to pay the costs of issuance and sale of the Bonds, all as
7 set forth in Ordinance 121651, as amended by Ordinance 122286, Ordinance 124053, as amended by Ordinance
8 124146, and Resolution _____ (collectively, the "Bond Legislation"). The Bonds are issued in fully registered
9 form in Authorized Denominations.

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

9 The Bonds are subject to redemption as provided in the Bond Legislation.

10 The City further reserves the right and option to purchase any Bond offered to it at any time at any price
11 acceptable to the City plus accrued interest to the date of such purchase.

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

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

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

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

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

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



1 IN WITNESS WHEREOF, the City has caused this Bond to be executed on behalf of the City by the
2 facsimile signatures of its Mayor and Director of Finance and a facsimile reproduction of the seal of the City to be
3 printed hereon, this _____ day of June, 2013.

4 THE CITY OF SEATTLE, WASHINGTON

5 By

6 Mayor

7 By

8 Director of Finance

9 Date of Authentication: _____

10 CERTIFICATE OF AUTHENTICATION

11 This Bond is one of the fully registered The City of Seattle, Washington, Limited Tax General Obligation
12 Improvement and Refunding Bonds, 2013B (Taxable), described in the Bond Legislation.

13 WASHINGTON STATE FISCAL AGENT

14 Bond Registrar

15 By _____

16 Authorized Signer

17 ASSIGNMENT

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

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

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

24 DATED: _____

25 _____
26 Registered Owner

27 (NOTE: The signature above must correspond with the name of the
28 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 D

NOTICE OF BOND SALE

OFFICIAL NOTICE OF BOND SALE

THE CITY OF SEATTLE, WASHINGTON

\$40,755,000*	\$55,150,000*
LIMITED TAX GENERAL OBLIGATION IMPROVEMENT BONDS, 2013A	LIMITED TAX GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, 2013B (TAXABLE)
\$50,000,000	
UNLIMITED TAX GENERAL OBLIGATION IMPROVEMENT BONDS, 2013	

Separate electronic bids for purchase of The City of Seattle Limited Tax General Obligation Improvement Bonds, 2013A (the "LTGO Tax-Exempt Bonds"), the Limited Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable) (the "LTGO Taxable Bonds"), and the Unlimited Tax General Obligation Improvement Bonds, 2013 (the "UTGO Bonds"), will be received by The City of Seattle, Washington (the "City"), by the Director of Finance via the PARITY Electronic Bid Submission System ("Parity"), in the manner described below, on

MAY 8, 2013,

LTGO TAX-EXEMPT BONDS: 7:30 A.M., PACIFIC TIME,
LTGO TAXABLE BONDS: 8:00 A.M., PACIFIC TIME,
UTGO 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 Parity and i-Deal Prospectus as described under "Modification, Cancellation, Postponement."

In this Official Notice of Bond Sale, the LTGO Tax-Exempt Bonds and the LTGO Taxable Bonds together are referred to as the "LTGO Bonds," and the LTGO Bonds and the UTGO Bonds together are referred to as the "Bonds." In addition, the LTGO Tax-Exempt Bonds and the UTGO Bonds are referred to as the "Tax-Exempt Bonds."

Bids must be submitted electronically via Parity in accordance with this Official Notice of Bond Sale. For further information about Parity, potential bidders may contact Parity at 212-404-8102. Hard copy bids will not be accepted.

No bid will be received after the time for receiving bids specified above. All proper bids received with respect to the Bonds will be considered and acted on by the City Council at approximately 1:30 p.m., Pacific Time, on May 8, 2013. 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, if the City elects to change the principal amounts or the redemption provisions. Any such modification will be provided to Parity and i-Deal Prospectus on or before May 7, 2013. In addition, the City may cancel or postpone the date and time for the receipt of bids for any or all series of the Bonds at any time prior to the receipt of the bids. Notice of such cancellation or postponement will be provided to Parity and i-Deal Prospectus as soon as practicable following such cancellation or postponement. As an accommodation to bidders, telephone, facsimile or electronic notice of any amendment or modification of this Official Notice of Bond Sale will be given to any bidder requesting such notice from the City's financial advisor at the address and phone number provided under "Contact Information" below. Failure of any bidder to receive such notice will not affect the legality of the sale.

Each bidder (and not the City) is responsible for the timely electronic delivery of its bid. The official time will be determined by the City and not by any bidder or qualified electronic bid provider.

* Preliminary, subject to change.



CONTACT INFORMATION

Finance Division	Michael van Dyck City of Seattle (206) 684-8347 <i>michael.vandyck@seattle.gov</i>
Financial Advisor	Rob Shelley, Seattle-Northwest Securities Office phone: (206) 628-2879 Day of sale phone: (206) 601-2249 <i>rshelley@snwsc.com</i>
Bond Counsel	Hugh Spitzer, Foster Pepper PLLC (206) 447-8965 <i>spith@foster.com</i>

DESCRIPTION OF THE BONDS

Bond Details

The Bonds will be dated the date of their initial delivery. Interest on the LTGO Tax-Exempt Bonds will be paid semiannually on each April 1 and October 1, beginning October 1, 2013. Interest on the UTGO Bonds will be paid semiannually on each June 1 and December 1, beginning December 1, 2013. Interest on the LTGO Taxable Bonds will be paid semiannually on each January 1 and July 1, beginning January 1, 2014.

Registration and Book-Entry Only System

The Bonds are issuable only as fully registered bonds and when issued will be registered in the name of Cede & Co, as registered owner and nominee for the Depository Trust Company ("DTC"), New York, New York. DTC will act as initial securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denomination of \$5,000 or any integral multiple thereof within a maturity of a series of the Bonds. Purchasers will not receive certificates representing their interest in the Bonds purchased. 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.

Election of Maturities

LTGO Tax-Exempt Bonds. The successful bidder for the LTGO Tax-Exempt Bonds shall designate whether some or all of the principal amounts of the LTGO Tax-Exempt Bonds maturing on and after October 1, 2023, shall be retired as shown in the table below as serial bonds maturing in such year or as amortization installments of Term Bonds maturing in the years specified by the bidder. 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.



LTGO TAX-EXEMPT BONDS

Years (October 1)	Serial Maturities or Amortization Installments ⁽¹⁾	Years (October 1)	Serial Maturities or Amortization Installments ⁽¹⁾
2014	\$ 4,085,000	2024	\$ 1,045,000 ⁽²⁾
2015	4,210,000	2025	1,100,000 ⁽²⁾
2016	4,335,000	2026	1,160,000 ⁽²⁾
2017	4,460,000	2027	1,215,000 ⁽²⁾
2018	4,595,000	2028	1,275,000 ⁽²⁾
2019	1,090,000	2029	1,340,000 ⁽²⁾
2020	1,135,000	2030	1,405,000 ⁽²⁾
2021	1,170,000	2031	1,475,000 ⁽²⁾
2022	1,220,000	2032	1,550,000 ⁽²⁾
2023	1,265,000 ⁽²⁾	2033	1,625,000 ⁽²⁾

- (1) Preliminary, subject to change.
 (2) These amounts will constitute principal maturities of the LTGO Tax-Exempt Bonds unless Term Bonds are specified by the successful bidder, in which case the amounts so specified will constitute mandatory sinking fund redemptions of Term Bonds.

LTGO Taxable Bonds. The successful bidder for the LTGO Taxable Bonds shall designate whether some or all of the principal amounts of the LTGO Taxable Bonds maturing on and after January 1, 2024, shall be retired as shown in the table below as serial bonds maturing in such year or as amortization installments of Term Bonds maturing in the years specified by the bidder. 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.

LTGO TAXABLE BONDS

Years (January 1)	Serial Maturities or Amortization Installments ⁽¹⁾	Years (January 1)	Serial Maturities or Amortization Installments ⁽¹⁾
2014	\$ 1,700,000	2020	\$ 7,650,000
2015	8,780,000	2021	940,000
2016	8,840,000	2022	965,000
2017	7,645,000	2023	985,000
2018	7,740,000	2024	1,015,000 ⁽²⁾
2019	7,850,000	2025	1,040,000 ⁽²⁾

- (1) Preliminary, subject to change.
 (2) These amounts will constitute principal maturities of the LTGO Taxable Bonds unless Term Bonds are specified by the successful bidder, in which case the amounts so specified will constitute mandatory sinking fund redemptions of Term Bonds.

UTGO Bonds. The successful bidder for the UTGO Bonds shall designate whether some or all of the principal amounts of the UTGO Bonds maturing on and after December 1, 2023, shall be retired as shown in the table below as serial bonds maturing in such year or as amortization installments of Term Bonds maturing in the years specified by the bidder. 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.



UTGO BONDS

Years (December 1)	Serial Maturities or Amortization Installments	Years (December 1)	Serial Maturities or Amortization Installments
2014	\$ 900,000	2029	\$ 1,650,000*
2015	925,000	2030	1,735,000*
2016	955,000	2031	1,820,000*
2017	985,000	2032	1,910,000*
2018	1,015,000	2033	2,005,000*
2019	1,055,000	2034	2,105,000*
2020	1,095,000	2035	2,215,000*
2021	1,140,000	2036	2,325,000*
2022	1,185,000	2037	2,440,000*
2023	1,230,000*	2038	2,560,000*
2024	1,295,000*	2039	2,690,000*
2025	1,360,000*	2040	2,825,000*
2026	1,425,000*	2041	2,965,000*
2027	1,500,000*	2042	3,115,000*
2028	1,575,000*		

* These amounts will constitute principal maturities of the UTGO Bonds unless Term Bonds are specified by the successful bidder, in which case the amounts so specified will constitute mandatory sinking fund redemptions of Term Bonds.

Redemption

Optional Redemption—LTGO Tax-Exempt Bonds. The LTGO Tax-Exempt Bonds maturing on and before October 1, 2022, are not subject to redemption prior to maturity. The City reserves the right and option to redeem the LTGO Tax-Exempt Bonds maturing on and after October 1, 2023, prior to their stated maturity dates at any time on and after April 1, 2023, as a whole or in part, at a price of par plus accrued interest to the date fixed for redemption. See "Preliminary Official Statement—Description of the Bonds—Redemption of the Bonds."

Optional Redemption—LTGO Taxable Bonds. The LTGO Taxable Bonds maturing on and before January 1, 2023, are not subject to redemption prior to maturity. The City reserves the right and option to redeem the LTGO Taxable Bonds maturing on and after January 1, 2024, prior to their stated maturity dates at any time on and after January 1, 2023, as a whole or in part, at a price of par plus accrued interest to the date fixed for redemption. See "Preliminary Official Statement—Description of the Bonds—Redemption of the Bonds."

Optional Redemption—UTGO Bonds. The UTGO Bonds maturing on and before December 1, 2022, are not subject to redemption prior to maturity. The City reserves the right and option to redeem the UTGO Bonds maturing on and after December 1, 2023, prior to their stated maturity dates at any time on and after June 1, 2023, as a whole or in part, at a price of par plus accrued interest to the date fixed for redemption. See "Preliminary Official Statement—Description of the Bonds—Redemption of the Bonds."

Mandatory Redemption. A portion of the Bonds will be subject to mandatory redemption if Term Bonds of any series are designated by the successful bidder for such series of the Bonds. See "Preliminary Official Statement—Description of the Bonds—Redemption of the Bonds."

Selection of Bonds for Redemption. If fewer than all of the Bonds of a series are to be redeemed prior to maturity, the selection of such Bonds for redemption shall be made as described in the Preliminary Official Statement in "Description of the Bonds—Redemption of the Bonds."

Purpose

The LTGO Tax-Exempt Bonds are being issued to pay for part of the costs of various projects of the City and to pay the costs of issuing the LTGO Tax-Exempt Bonds. The LTGO Taxable Bonds are being issued to pay for part of the costs of various projects of the City, to refund certain outstanding obligations of the City, and to pay the costs of issuing the LTGO Taxable Bonds and administering the Refunding Plan. The UTGO Bonds



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3 are being issued to pay for part of the costs of a project of the City and to pay the costs of issuing the UTGO Bonds. See "Use of Proceeds" in the Preliminary Official Statement.

4 **Security**

5 The Bonds are general obligations of the City. The LTGO Bonds are secured by the City's irrevocable pledge to include in its budget and to 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 LTGO Bonds. The UTGO Bonds are secured by the City's irrevocable pledge to include in its budget and to levy taxes annually without limitation as to rate or amount 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 UTGO Bonds. The full faith, credit and resources of the City are pledged irrevocably for the annual levy and collection of the respective taxes pledged to the Bonds and the prompt payment of the principal of and interest on the Bonds.

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

9 **BIDDING INFORMATION AND AWARD**

10 Bidders are invited to submit bids for the purchase of any or all series of the Bonds fixing the interest rate or rates that such series of the Bonds will bear. Interest rates included as part of a bid shall be in multiples of 1/8 or 1/100 of 1%, or both. No more than one rate of interest may be fixed for any one maturity of a series of the Bonds.

11 No bid will be considered for the LTGO Tax-Exempt Bonds that is less than an amount equal to 107% nor more than an amount equal to 119% of the par value of the LTGO Tax-Exempt Bonds. Each individual maturity must be reoffered at a yield that will produce a price of not less than 98% of the principal amount for that maturity.

12 No bid will be considered for the LTGO Taxable Bonds that is less than an amount equal to 98% nor more than an amount equal to 102% of the par value of the LTGO Taxable Bonds. Each individual maturity must be reoffered at a yield that will produce a price of not less than 98% of the principal amount for that maturity.

13 No bid will be considered for the UTGO Bonds that is less than an amount equal to 105% nor more than an amount equal to 118% of the par value of the UTGO Bonds. Each individual maturity must be reoffered at a yield that will produce a price of not less than 98% of the principal amount for that maturity.

14 For the purpose of this section, "price" means the lesser of the price at the redemption date, if any, or the price at the maturity date.

15 Bids for each series of the Bonds must be unconditional. No bid for less than the entire offering of a series of the Bonds will be accepted. Bids may not be withdrawn or revised after the time that bids are due. The City strongly encourages the inclusion of women and minority business enterprise firms in bidding syndicates.

16 **Bidding Process**

17 Electronic bids for each series of the Bonds must be submitted via a qualified electronic bid provider only. The City has designated Parity as the qualified electronic bid provider for purposes of receiving electronic bids for the Bonds.

18 By submitting an electronic bid for a series of the Bonds, each bidder thereby agrees to the following terms and conditions:

- 19
- 20
- 21 (i) If any provision in this Official Notice of Bond Sale conflicts with information or terms provided or required by Parity, this Official Notice of Bond Sale (including any amendments issued by the City through Parity and i-Deal Prospectus) shall control.
- 22 (ii) Each bidder is solely responsible for making necessary arrangements to access Parity for purposes of submitting a timely bid in compliance with the requirements of this Official Notice of Bond Sale (including any amendments issued by the City through Parity and i-Deal Prospectus).
- 23

24 x



- (iii) The City has no duty or obligation to provide or assure access to Parity, and the City shall not be responsible for the proper operation of Parity, or have any liability for any delays or interruptions or any damages caused by use or attempted use of Parity.
- (iv) Parity is acting as an independent contractor, and is not acting for or on behalf of the City.
- (v) The City is not responsible for ensuring or verifying bidder compliance with Parity's procedures.
- (vi) If a bid is accepted by the City, this Official Notice of Bond Sale (including any amendments issued by the City through Parity and i-Deal Prospectus) and the information that is submitted electronically through Parity shall form a contract, and the bidder shall be bound by the terms of such contract.
- (vii) Information provided by Parity to bidders shall form no part of any bid or of any contract between the successful bidder and the City unless that information is included in this Official Notice of Bond Sale.

Good Faith Deposit

To be considered by the City Council, the successful bidder's bid must be backed by a good faith deposit in the amount of \$410,000 with respect to the LTGO Tax-Exempt Bonds, \$550,000 with respect to the LTGO Taxable Bonds, and \$500,000 with respect to the UTGO Bonds.

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

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

Award

The Bonds of each series will be sold to the bidder making a bid that conforms to the terms of the offering and is, based on the City's determination of the lowest true interest cost, the best bid. The true interest cost to the City will be the rate that, when used to discount to the date of such series of the Bonds all future payments of principal and interest (using semiannual compounding and a 30/360 day basis), produces an amount equal to the bid amount for such series of the Bonds, without regard to the interest accrued to the date of delivery of such series of the Bonds. The true interest cost calculations for any bids received for each series of the Bonds will be performed by the City's Financial Advisor, and the City will base its determination of the best bid for such series of the Bonds solely on such calculations. If there are two or more equal bids for a series of the Bonds and those bids are the best bids received, the Director of Finance will determine by lot which bid will be presented to the City Council.

The City reserves the right to reject any or all bids submitted and to waive any formality or irregularity in 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 date set for the receipt of bids.

Adjustment of Principal Amounts and Bid Price After Receipt of Bids

The City has reserved the right to increase or decrease the preliminary principal amount of the LTGO Tax-Exempt Bonds by an amount not to exceed 10% of the principal amount of the LTGO Tax-Exempt Bonds following the time for receipt of the bids. The City also reserves the right to increase or decrease the preliminary principal amount of any maturity of the LTGO Tax-Exempt Bonds shown in this Official Notice of Bond Sale by an amount not to exceed 15% of the preliminary principal amount of that maturity.



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The City has reserved the right to increase or decrease the preliminary principal amount of the LTGO Taxable Bonds by an amount not to exceed 10% of the principal amount of the LTGO Taxable Bonds following the time for receipt of the bids. The City also reserves the right to increase or decrease the preliminary principal amount of any maturity of the LTGO Taxable Bonds shown in this Official Notice of Bond Sale by an amount not to exceed 10% of the preliminary principal amount of that maturity.

The City has reserved the right to increase or decrease the preliminary principal amount of any maturity of the UTGO Bonds shown in this Official Notice of Bond Sale by an amount not to exceed 15% of the preliminary principal amount of that maturity.

If the preliminary principal amount of a series of the LTGO Bonds is adjusted by the City, the price bid by the successful bidder for such series of the LTGO Bonds will be adjusted by the City on a proportionate basis to reflect an increase or decrease in the principal amount and maturity schedule. In the event that the City elects to alter the bond size of a series of the LTGO Bonds after the bid pursuant to this 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 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.

Issue Price Information

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

- (i) confirming the Initial Reoffering Prices of such series of the Bonds,
- (ii) certifying that a *bona fide* offering of a series of Tax-Exempt Bonds has been made to the public (excluding bond houses, brokers, and other intermediaries),
- (iii) stating the first price at which a substantial amount (at least 10%) of each maturity of such series of the Tax-Exempt Bonds was sold to the public (excluding bond houses, brokers, and other intermediaries),
- (iv) if the first price at which a substantial amount of any maturity of such series of the Tax-Exempt Bonds is sold does not conform to the Initial Reoffering Price of that maturity, providing an explanation of the facts and circumstances that resulted in that nonconformity, and
- (v) stating which maturities of such series of the Bonds, if any, are amortization installments of Term Bonds maturing in the years specified by the bidder.

A draft form of such certificate will be available prior to the sale date from the City's Financial Advisor. See "Contact Information" in this Official Notice of Bond Sale.

Insurance

Bids for the Bonds shall not be conditioned upon obtaining insurance or any other credit enhancement, or upon the City's acceptance of any of the terms of insurance or other credit enhancement. If a series of the Bonds qualifies for issuance of any policy of municipal bond insurance or commitment therefor, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder, and any increased costs of issuance of such series 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 a series of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the successful bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of such series of the Bonds.

If the successful bidder purchases insurance for either the LTGO Tax-Exempt Bonds or the UTGO Bonds, the City may require the successful bidder to furnish to the City and Bond Counsel a certificate in form and substance acceptable to Bond Counsel confirming that the present value (calculated using the same yield as the yield on the insured Bonds) of the insurance premium is less than the present value (calculated using the same yield as the yield on the insured Bonds) of the interest cost savings represented by the comparative differences



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3 between interest amounts that would have been payable on the various maturities of the insured Bonds at interest rates on the insured Bonds issued with and without the insurance on the insured Bonds.

4 **Ratings**

5 The LTGO Bonds have been rated "Aa1," "AAA," and "AA+" by Moody's Investors Service, Standard & Poor's Ratings Services, a business unit within Standard & Poor's Financial Services, LLC, and Fitch Ratings, respectively. The UTGO Bonds have been rated "Aaa," "AAA," and "AAA" by Moody's Investors Service, Standard & Poor's Ratings Services, and Fitch Ratings, respectively. The City will pay the fees for these ratings; any other ratings are the responsibility of the successful bidders.

7 **DELIVERY**

8 The City will deliver the Bonds (consisting of one certificate for each maturity of each series of the Bonds) to 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 after the sale date. Settlement shall be in immediately available federal funds in Seattle, Washington, on the date of delivery.

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

11 **Legal Opinions**

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

14 **CUSIP Numbers**

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

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

18 **CONTINUING DISCLOSURE UNDERTAKING**

19 In order to assist bidders in complying with paragraph (b)(5) of United States Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), the City will undertake to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement under "Legal and Tax Information—Continuing Disclosure Undertaking" and also will be set forth in the final Official Statement.

21 **OFFICIAL STATEMENT**

22 **Preliminary Official Statement**

23 The Preliminary Official Statement is in a form that the City expects to deem final for the purpose of paragraph (b)(1) of Rule 15c2-12, but is subject to revision, amendment, and completion in a final Official Statement, which the City will deliver, at the City's expense, to each successful bidder through its designated



1
2
3 representative not later than seven business days after the City's acceptance of such successful bidder's bid, in
sufficient quantities to permit such successful bidder to comply with Rule 15c2-12.

4 By submitting the successful proposal for a series of the Bonds, the successful bidder's designated
representative agrees:

- 5 (i) to provide to the City's Debt Manager, in writing, within 24 hours after the acceptance of the bid,
pricing and other related information, including initial Reoffering Prices of such series of the Bonds,
6 necessary for completion of the final Official Statement (see "Issue Price Information");
7 (ii) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official
Statement, including any amendments or supplements prepared by the City;
8 (iii) to take any and all actions necessary to comply with applicable rules of the Securities and Exchange
Commission and Municipal Securities Rulemaking Board governing the offering, sale, and delivery of
such series of the Bonds to ultimate purchasers, including the delivery of a final Official Statement to
each investor who purchases such series of the Bonds; and
9 (iv) to file the final Official Statement or cause it to be filed with the Municipal Securities Rulemaking
Board within one business day following its receipt from the City.

10 The Preliminary Official Statement may be obtained from i-Deal Prospectus, a service of i-Deal LLC, at
www.i-dealprospectus.com (which reference is not incorporated herein by reference), telephone (212) 849-5024.
In addition, the Preliminary Official Statement may be obtained upon request to the City's Debt Manager or
Financial Advisor. See "Contact Information" in this Official Notice of Bond Sale.

11 **Official Statement**

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

- 13 (i) the information (including financial information) regarding the City contained in the Official
Statement was and is true and correct in all material respects and did not and does not contain any
untrue statement of a material fact or omit any statement or information which is necessary to make
14 the statements therein, in light of the circumstances under which they were made, not misleading; and
15 (ii) the descriptions and statements, including financial data, of or pertaining to entities other than the
City and their activities contained in the Official Statement have been obtained from sources that the
City believes to be reliable and the City has no reason to believe that they are untrue in any material
16 respect (however, the City will make no representation regarding Bond Counsel's forms of opinions or
the information provided by or obtained from DTC or any entity providing bond insurance or other
credit facility).

17 DATED at Seattle, Washington, this 26th day of April, 2013.

18 /s/ _____

19 Glen Lee
Director of Finance



EXHIBIT E-1

PRINTED VERSION OF ALL ELECTRONIC BIDS FOR 2013A BONDS

05/08/2013 08:16 FAX 2134867148

CITI

001/002

05/08/2013 07:49:49 AM PDST

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Bond Report

\$40,755,000.00

Seattle, WA

Limited Tax General Obligation Improvement
 Bonds, 2013A

S&P: AAA / Moody: Aa1 / Fitch: AA+

Description: WASEATTL10513

Sale Date: 05/08/2013 07:30:00 AM PDST
 Citigroup Global Mar

Delivery Date: 06/04/2013
 First Int Date: 10/01/2013

Dated Date: 06/04/2013
 Int Accrue Date: 06/04/2013

Submitted via Parity:

No. of Bonds	Maturity Date	Coupon	Price or Basis	Computed Price: Yield	Conc.	Takedown	Price To Date
4,085	10/01/2014	1.0000	0.2500	100.9910		0.0300	
4,210	10/01/2015	3.0000	0.3800	106.0580		0.1000	
4,335	10/01/2016	3.0000	0.5000	108.2330		0.2000	
4,460	10/01/2017	4.0000	0.6800	114.1250		0.2000	
4,595	10/01/2018	4.0000	0.8700	116.2510		0.2500	
1,090	10/01/2019	3.0000	1.0900	111.6420		0.5000	
1,135	10/01/2020	4.0000	1.3400	118.4980		0.5000	
1,170	10/01/2021	4.0000	1.5500	119.0640		0.5000	
1,220	10/01/2022	4.0000	1.8300	118.5230		0.5000	
1,265	10/01/2023	4.0000	2.1500	116.3030		0.5000	04/01/2023
1,045	10/01/2024	4.0000	2.2600	115.2510		0.5000	04/01/2023
1,100	10/01/2025	4.0000	2.3700	114.2090		0.5000	04/01/2023
1,160	10/01/2026	4.0000	2.4800	113.1780		0.6250	04/01/2023
1,215	10/01/2027	4.0000	2.6900	111.2410		0.6250	04/01/2023
1,275	10/01/2028	4.0000	2.7800	110.4220		0.7500	04/01/2023
1,340	10/01/2029	4.0000	2.8600	109.7010		0.7500	04/01/2023
1,405	10/01/2030	3.1250	3.2200	98.7430		1.0000	10/01/2030
1,475	10/01/2031	3.2500	3.2800	99.5860		1.2500	10/01/2031
1,550	10/01/2032	3.2500	3.3300	98.8630		1.5000	10/01/2032
1,625	10/01/2033	3.3750	3.3800	99.9230		1.5000	10/01/2033



05/08/2013 08:16 FAX 2134867148

CITY

002/002

05/08/2013 07:49:49 AM PDST

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Bond Report

\$40,755,000.00

Seattle, WA

Limited Tax General Obligation Improvement
Bonds, 2013A

S&P: AAA / Moody: Aa1 / Fitch: AA+

Description: WASEATTL10513

Sale Date: 05/08/2013 07:30:00 AM PDST

Citigroup Global Mar

Delivery Date: 06/04/2013

Dated Date: 06/04/2013

First Int Date: 10/01/2013

Int Accrue Date: 06/04/2013

Submitted via Parity:

Summary

	Total	Per \$100
Par Amount:	40,755,000.00	100.000000
Gross Prod:	44,601,592.30	109.438332
Spread:	260,152.30	0.638332
Bid:	44,341,440.00	108.800000
Accrued Int:	0.00	0.000000
Bond Yrs:	336,780.38	
Avg Life:	8.2635	8 Years 3 Months 5 Days
Gross Int Cost:	12,151,084.06	
- Net Premium:	3,586,440.00	(+Prod:3,846,592.30 -Spread:260,152.30)
Net Int Cost:	8,564,644.06	
NIC:	2,543095	
TIC -- NIC Date*:	2.372181	
Avg Takedown:	4.642541	

Call Schedule

Bonds due 10/01/2023 to 10/01/2033 callable 04/01/2023 at par.



07:30:13 a.m. PDST [Upcoming Calendar](#) [Overview](#) [Compare](#) [Summary](#)

Bid Results

Seattle
\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A

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"/>	Citigroup Global Markets Inc.	2.372181
<input type="checkbox"/>	J.P. Morgan Securities LLC	2.423656
<input type="checkbox"/>	Bank of America Merrill Lynch	2.429223
<input type="checkbox"/>	Jefferies & Company, Inc.	2.433854
<input type="checkbox"/>	Wells Fargo Bank, National Association	2.446322
<input type="checkbox"/>	US Bancorp Investments, Inc.	2.449462
<input type="checkbox"/>	Robert W. Baird & Co., Inc.	2.461108
<input type="checkbox"/>	William Blair & Company, LLC	2.463920
<input type="checkbox"/>	Hutchinson, Shockey, Erley & Co.	2.475973
<input type="checkbox"/>	KeyBanc Capital Markets	2.541600

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

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PARITY Bid Form

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

Citigroup Global Markets Inc. - Los Angeles , CA's Bid
Seattle



**\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A**

For the aggregate principal amount of \$40,755,000.00, we will pay you \$44,341,440.00, 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 %
10/01/2014	4,085M	1.0000
10/01/2015	4,210M	3.0000
10/01/2016	4,335M	3.0000
10/01/2017	4,460M	4.0000
10/01/2018	4,595M	4.0000
10/01/2019	1,090M	3.0000
10/01/2020	1,135M	4.0000
10/01/2021	1,170M	4.0000
10/01/2022	1,220M	4.0000
10/01/2023	1,265M	4.0000
10/01/2024	1,045M	4.0000
10/01/2025	1,100M	4.0000
10/01/2026	1,160M	4.0000
10/01/2027	1,215M	4.0000
10/01/2028	1,275M	4.0000
10/01/2029	1,340M	4.0000
10/01/2030	1,405M	3.1250
10/01/2031	1,475M	3.2500
10/01/2032	1,550M	3.2500
10/01/2033	1,625M	3.3750

Total Interest Cost: \$12,151,084.06
Premium: \$3,586,440.00
Net Interest Cost: \$8,564,644.06
TIC: 2,372181
Time Last Bid Received On:05/08/2013 7:29:26 PDST

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

Bidder: Citigroup Global Markets Inc., Los Angeles , CA
Contact: Kelly Joczóy
Title:
Telephone:213-486-8817

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PARITY Bid Form

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[Upcoming Calendar] [Overview] [Result] [Excel]

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



**\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A**

For the aggregate principal amount of \$40,755,000.00, we will pay you \$46,602,690.74, 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 %
10/01/2014	4,085M	3.0000
10/01/2015	4,210M	4.0000
10/01/2016	4,335M	5.0000
10/01/2017	4,460M	5.0000
10/01/2018	4,595M	5.0000
10/01/2019	1,090M	5.0000
10/01/2020	1,135M	5.0000
10/01/2021	1,170M	5.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	5.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	5.0000
10/01/2026	1,160M	5.0000
10/01/2027	1,215M	4.0000
10/01/2028	1,275M	4.0000
10/01/2029	1,340M	4.0000
10/01/2030	1,405M	4.0000
10/01/2031	1,475M	4.0000
10/01/2032	1,550M	4.0000
10/01/2033	1,625M	4.0000

Total Interest Cost: \$14,901,157.50
Premium: \$5,847,690.74
Net Interest Cost: \$9,053,466.76
TIC: 2.423656
Time Last Bid Received On: 05/08/2013 7:29:51 PDST

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

Bidder: J.P. Morgan Securities LLC, New York , NY
Contact: Kenneth Avila
Title: Analyst
Telephone: 212-834-7155

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PARITY Bid Form

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**Bank of America Merrill Lynch - New York , NY's Bid
Seattle**
**\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A**



For the aggregate principal amount of \$40,755,000.00, we will pay you \$46,325,961.31, 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 %
10/01/2014	4,085M	2.5000
10/01/2015	4,210M	3.0000
10/01/2016	4,335M	4.0000
10/01/2017	4,460M	5.0000
10/01/2018	4,595M	5.0000
10/01/2019	1,090M	5.0000
10/01/2020	1,135M	5.0000
10/01/2021	1,170M	5.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	5.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	5.0000
10/01/2026	1,160M	5.0000
10/01/2027	1,215M	4.0000
10/01/2028	1,275M	4.0000
10/01/2029	1,340M	4.0000
10/01/2030	1,405M	4.0000
10/01/2031	1,475M	4.0000
10/01/2032	1,550M	4.0000
10/01/2033	1,625M	4.0000

Total Interest Cost: \$14,632,073.13
Premium: \$5,570,961.31
Net Interest Cost: \$9,061,111.82
TIC: 2.429223
Time Last Bid Received On: 05/08/2013 7:29:50 PDST

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

Bidder: Bank of America Merrill Lynch, New York , NY
Contact: Catherine Crews
Title: Vice President
Telephone: 212-449-5081

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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
\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A



For the aggregate principal amount of \$40,755,000.00, we will pay you \$45,899,988.20, 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 %
10/01/2014	4,085M	4.0000
10/01/2015	4,210M	3.0000
10/01/2016	4,335M	4.0000
10/01/2017	4,460M	4.0000
10/01/2018	4,595M	5.0000
10/01/2019	1,090M	5.0000
10/01/2020	1,135M	5.0000
10/01/2021	1,170M	5.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	5.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	5.0000
10/01/2026	1,160M	5.0000
10/01/2027	1,215M	3.0000
10/01/2028	1,275M	3.0000
10/01/2029	1,340M	4.0000
10/01/2030	1,405M	4.0000
10/01/2031		
10/01/2032		
10/01/2033	4,650M	4.0000

Total Interest Cost: \$14,150,925.00
Premium: \$5,144,988.20
Net Interest Cost: \$9,005,936.80
TIC: 2.433854
Time Last Bid Received On:05/08/2013 7:27:39 PDST

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

Bidder: Jefferies & Company, Inc., New York , NY
Contact: Kurt Ahrens
Title:
Telephone:212-336-7154

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PARITY Bid Form

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[Upcoming Calendar] [Overview] [Result] [Excel]

Wells Fargo Bank, National Association - New York , NY's Bid 
Seattle
\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A

For the aggregate principal amount of \$40,755,000.00, we will pay you \$46,996,720.00, 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 %
10/01/2014	4,085M	5.0000
10/01/2015	4,210M	3.0000
10/01/2016	4,335M	5.0000
10/01/2017	4,460M	5.0000
10/01/2018	4,595M	5.0000
10/01/2019	1,090M	5.0000
10/01/2020	1,135M	5.0000
10/01/2021	1,170M	5.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	3.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	5.0000
10/01/2026	1,160M	5.0000
10/01/2027	1,215M	5.0000
10/01/2028	1,275M	5.0000
10/01/2029	1,340M	5.0000
10/01/2030	1,405M	5.0000
10/01/2031	1,475M	4.0000
10/01/2032	1,550M	4.0000
10/01/2033	1,625M	4.0000

Total Interest Cost: \$15,481,918.75
Premium: \$6,241,720.00
Net Interest Cost: \$9,240,198.75
TIC: 2.446322
Time Last Bid Received On: 05/08/2013 7:29:45 PDST

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

Bidder: Wells Fargo Bank, National Association, New York , NY
Contact: Walker McQuage
Title: Managing Director
Telephone: 704-374-6660

<https://www.newissuhome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



PARITY Bid Form

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US Bancorp Investments, Inc. - New York, NY's Bid
Seattle



**\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A**

For the aggregate principal amount of \$40,755,000.00, we will pay you \$45,786,300.61, 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 %
10/01/2014	4,085M	4.0000
10/01/2015	4,210M	4.0000
10/01/2016	4,335M	4.0000
10/01/2017	4,460M	5.0000
10/01/2018	4,595M	5.0000
10/01/2019	1,090M	5.0000
10/01/2020	1,135M	5.0000
10/01/2021	1,170M	5.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	5.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	5.0000
10/01/2026	1,160M	5.0000
10/01/2027		
10/01/2028	2,490M	3.0000
10/01/2029	1,340M	4.0000
10/01/2030	1,405M	4.0000
10/01/2031		
10/01/2032	3,025M	3.2500
10/01/2033	1,625M	4.0000

Total Interest Cost: \$14,014,329.06
Premium: \$5,031,300.61
Net Interest Cost: \$8,983,028.45
TIC: 2.449462
Time Last Bid Received On: 05/08/2013 7:29:44 PDST

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

Bidder: US Bancorp Investments, Inc., New York, NY
Contact: Christopher Long
Title:
Telephone: 877-356-6249

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



PARITY Bid Form

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[Upcoming Calendar] [Overview] [Result] [Excel]

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



**\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A**

For the aggregate principal amount of \$40,755,000.00, we will pay you \$43,733,929.44, 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 %
10/01/2014	4,085M	4.0000
10/01/2015	4,210M	5.0000
10/01/2016	4,335M	5.0000
10/01/2017	4,460M	4.0000
10/01/2018	4,595M	4.0000
10/01/2019	1,090M	4.0000
10/01/2020	1,135M	4.0000
10/01/2021	1,170M	4.0000
10/01/2022	1,220M	4.0000
10/01/2023	1,265M	4.0000
10/01/2024	1,045M	3.0000
10/01/2025	1,100M	2.3750
10/01/2026	1,160M	2.5000
10/01/2027		
10/01/2028	2,490M	3.0000
10/01/2029	1,340M	3.0000
10/01/2030	1,405M	3.1250
10/01/2031	1,475M	3.2000
10/01/2032	1,550M	3.2500
10/01/2033	1,625M	3.2500

Total Interest Cost: \$11,652,939.84
Premium: \$2,978,929.44
Net Interest Cost: \$8,674,010.40
TIC: 2.461108
Time Last Bid Received On: 05/08/2013 7:24:44 PDST

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

Bidder: Robert W. Baird & Co., Inc., Red Bank , NJ
Contact: charles massaro
Title: director
Telephone: 732-576-4410

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PARITY Bid Form

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[Upcoming Calendar] [Overview] [Result] [Excel]

William Blair & Company, LLC - Chicago , IL's Bid
Seattle
\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A



For the aggregate principal amount of \$40,755,000.00, we will pay you \$45,535,633.05, 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 %
10/01/2014	4,085M	5.0000
10/01/2015	4,210M	5.0000
10/01/2016	4,335M	5.0000
10/01/2017	4,460M	5.0000
10/01/2018	4,595M	5.0000
10/01/2019	1,090M	5.0000
10/01/2020	1,135M	5.0000
10/01/2021	1,170M	5.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	5.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	5.0000
10/01/2026	1,160M	3.0000
10/01/2027	1,215M	3.0000
10/01/2028	1,275M	3.2500
10/01/2029	1,340M	3.2500
10/01/2030	1,405M	3.4000
10/01/2031	1,475M	3.5000
10/01/2032	1,550M	3.5000
10/01/2033	1,625M	3.5000

Total Interest Cost: \$13,717,386.19
Premium: \$4,780,633.05
Net Interest Cost: \$8,936,753.14
TIC: 2.463920
Time Last Bid Received On: 05/08/2013 7:29:00 PDST

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

Bidder: William Blair & Company, LLC, Chicago , IL
Contact: Phil Gutman
Title:
Telephone: 312-364-8566

<https://www.newissuhome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



PARITY Bid Form

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[Upcoming Calendar] [Overview] [Result] [Excel]

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



**\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A**

For the aggregate principal amount of \$40,755,000.00, we will pay you \$46,302,769.59, 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 %
10/01/2014	4,085M	5.0000
10/01/2015	4,210M	5.0000
10/01/2016	4,335M	5.0000
10/01/2017	4,460M	5.0000
10/01/2018	4,595M	5.0000
10/01/2019	1,090M	5.0000
10/01/2020	1,135M	5.0000
10/01/2021	1,170M	5.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	5.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	3.0000
10/01/2026	1,160M	3.0000
10/01/2027	1,215M	4.0000
10/01/2028	1,275M	5.0000
10/01/2029		
10/01/2030	2,745M	4.0000
10/01/2031		
10/01/2032		
10/01/2033	4,650M	4.0000

Total Interest Cost: \$14,722,396.25
Premium: \$5,547,769.59
Net Interest Cost: \$9,174,626.66
TIC: 2.475973
Time Last Bid Received On: 05/08/2013 7:29:12 PDST

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

Bidder: Hutchinson, Shockey, Erley & Co., Chicago, IL
Contact: Jim VanMetre
Title:
Telephone: 312-443-1555

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid..> 5/8/2013



PARITY Bid Form

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

**KeyBanc Capital Markets - Cleveland , OH's Bid
Seattle**
**\$40,755,000 Limited Tax General Obligation Improvement
Bonds, 2013A**



For the aggregate principal amount of \$40,755,000.00, we will pay you \$46,956,896.90, 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 %
10/01/2014	4,085M	2.0000
10/01/2015	4,210M	3.0000
10/01/2016	4,335M	5.0000
10/01/2017	4,460M	4.0000
10/01/2018	4,595M	5.2500
10/01/2019	1,090M	1.5000
10/01/2020	1,135M	4.0000
10/01/2021	1,170M	4.0000
10/01/2022	1,220M	5.0000
10/01/2023	1,265M	5.0000
10/01/2024	1,045M	5.0000
10/01/2025	1,100M	5.0000
10/01/2026	1,160M	5.0000
10/01/2027	1,215M	5.0000
10/01/2028	1,275M	5.0000
10/01/2029		
10/01/2030		
10/01/2031		
10/01/2032		
10/01/2033	7,395M	5.0000

Total Interest Cost: \$15,927,310.94
Premium: \$6,201,896.90
Net Interest Cost: \$9,725,414.04
TIC: 2.541600
Time Last Bid Received On: 05/08/2013 7:27:42 PDST

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

Bidder: KeyBanc Capital Markets, Cleveland , OH
Contact: Bob Centa
Title: Director
Telephone: 216-689-0389

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013.



EXHIBIT E-2

PRINTED VERSION OF ALL ELECTRONIC BIDS FOR THE 2013B BONDS

PARITY Reoffering

Page 1 of 1

Result

Wells Fargo Bank, National Association's Reoffering Scale
Seattle
\$55,150,000 Limited Tax General Obligation Improvement
and Refunding Bonds, 2013B (Taxable)



Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Call Date
01/01/2014	1,700M	0.2500	0.2500	100.000	
01/01/2015	8,780M	0.4000	0.4000	100.000	
01/01/2016	8,840M	0.6000	0.6000	100.000	
01/01/2017	7,645M	0.9000	0.9000	100.000	
01/01/2018	7,740M	1.1000	1.1000	100.000	
01/01/2019	7,850M	1.3000	1.3000	100.000	
01/01/2020	7,650M	1.6000	1.6000	100.000	
01/01/2021	940M	1.8000	1.8000	100.000	
01/01/2022	965M	2.0000	2.0000	100.000	
01/01/2023	985M	2.1500	2.1500	100.000	
01/01/2024	1,015M	2.3500	2.3500	100.000	
01/01/2025	1,040M	2.5000	2.5000	100.000	

Accrued Interest: \$0.00

Gross Production: \$55,150,000.00

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PARITY Result Screen

Page 1 of 1

08:01:30 a.m. PDST [Upcoming Calendar] [Overview] [Compare] [Summary]

Bid Results

Seattle \$55,150,000 Limited Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable)

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"/>	Wells Fargo Bank, National Association	1.429999
<input type="checkbox"/>	J.P. Morgan Securities LLC	1.473392
<input type="checkbox"/>	Citigroup Global Markets Inc.	1.494718
<input type="checkbox"/>	Robert W. Baird & Co., Inc.	1.525926
<input type="checkbox"/>	Bank of America Merrill Lynch	1.532993
<input type="checkbox"/>	Barclays Capital Inc.	1.569015

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

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PARITY Bid Form

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[Upcoming Calendar] [Overview] [Result] [Excel]

Wells Fargo Bank, National Association - New York , NY's Bid **PARITY
Seattle
\$55,150,000 Limited Tax General Obligation Improvement
and Refunding Bonds, 2013B (Taxable)**

For the aggregate principal amount of \$55,150,000.00, we will pay you \$54,928,616.87, 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 %
01/01/2014	1,700M	0.2500
01/01/2015	8,780M	0.4000
01/01/2016	8,840M	0.6000
01/01/2017	7,645M	0.9000
01/01/2018	7,740M	1.1000
01/01/2019	7,850M	1.3000
01/01/2020	7,650M	1.6000
01/01/2021	940M	1.8000
01/01/2022	965M	2.0000
01/01/2023	985M	2.1500
01/01/2024	1,015M	2.3500
01/01/2025	1,040M	2.5000

Total Interest Cost: \$3,253,169.13
Discount: \$221,383.13
Net Interest Cost: \$3,474,552.26
TIC: 1.429999
Time Last Bid Received On: 05/08/2013 7:59:48 PDST

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

Bidder: Wells Fargo Bank, National Association, New York , NY
Contact: Parks Lineberger
Title: Vice President
Telephone: 212-214-5514
Fax:

Issuer Name: City of Seattle Company Name: _____

Accepted By: _____ Accepted By: _____

<https://www.newissuhome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



PARITY Bid Form

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

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

PARITY

**\$55,150,000 Limited Tax General Obligation Improvement
and Refunding Bonds, 2013B (Taxable)**

For the aggregate principal amount of \$55,150,000.00, we will pay you \$54,906,515.33, 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 %
01/01/2014	1,700M	0.2000
01/01/2015	8,780M	0.3500
01/01/2016	8,840M	0.5000
01/01/2017	7,645M	0.9000
01/01/2018	7,740M	1.1000
01/01/2019	7,850M	1.3500
01/01/2020	7,650M	1.6500
01/01/2021	940M	1.9000
01/01/2022	965M	2.1000
01/01/2023	985M	2.3500
01/01/2024	1,015M	2.5000
01/01/2025	1,040M	2.6500

Total Interest Cost: \$3,338,449.94
Discount: \$243,484.67
Net Interest Cost: \$3,581,934.61
TIC: 1.473392
Time Last Bid Received On: 05/08/2013 7:59:25 PDST

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

Bidder: J.P. Morgan Securities LLC, New York, NY
Contact: Kenneth Avila
Title: Analyst
Telephone: 212-834-7155
Fax: 212-834-6743

Issuer Name: City of Seattle Company Name: _____

Accepted By: _____ Accepted By: _____

<https://www.newissuhome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



PARITY Bid Form

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[Upcoming Calendar] [Overview] [Result] [Excel]

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



**\$55,150,000 Limited Tax General Obligation Improvement
and Refunding Bonds, 2013B (Taxable)**

For the aggregate principal amount of \$55,150,000.00, we will pay you \$54,929,400.00, 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 %
01/01/2014	1,700M	0.3000
01/01/2015	8,780M	0.4500
01/01/2016	8,840M	0.5500
01/01/2017	7,645M	0.8400
01/01/2018	7,740M	1.1400
01/01/2019	7,850M	1.3800
01/01/2020	7,650M	1.6800
01/01/2021	940M	1.9600
01/01/2022	965M	2.1600
01/01/2023	985M	2.3600
01/01/2024	1,015M	2.5600
01/01/2025	1,040M	2.7100

Total Interest Cost: \$3,414,465.20
Discount: \$220,600.00
Net Interest Cost: \$3,635,065.20
TIC: 1.494718
Time Last Bid Received On: 05/08/2013 7:54:24 PDST

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

Bidder: Citigroup Global Markets Inc., New York , NY
Contact: Charles Reed
Title: Director
Telephone: 212-723-7093
Fax: 212-723-8951

Issuer Name: City of Seattle

Company Name: _____

Accepted By: _____

Accepted By: _____

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



PARITY Bid Form

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

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



**\$55,150,000 Limited Tax General Obligation Improvement
and Refunding Bonds, 2013B (Taxable)**

For the aggregate principal amount of \$55,150,000.00, we will pay you \$56,201,593.75, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
01/01/2014	1,700M	1.0000
01/01/2015	8,780M	1.0000
01/01/2016	8,840M	2.0000
01/01/2017	7,645M	2.0000
01/01/2018	7,740M	2.0000
01/01/2019	7,850M	2.0000
01/01/2020	7,650M	2.0000
01/01/2021	940M	2.0000
01/01/2022	965M	2.0000
01/01/2023	985M	2.1250
01/01/2024	1,015M	2.3750
01/01/2025	1,040M	2.5000

Total Interest Cost: \$4,803,595.31
Premium: \$1,051,593.75
Net Interest Cost: \$3,752,001.56
TIC: 1.525926
Time Last Bid Received On: 05/08/2013 7:55:19 PDST

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

Bidder: Robert W. Baird & Co., Inc., Red Bank, NJ
Contact: charles massaro
Title: director
Telephone: 732-576-4410
Fax: 732-576-4420

Issuer Name: City of Seattle Company Name: _____

Accepted By: _____ Accepted By: _____

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid..> 5/8/2013



PARITY Bid Form

Page 1 of 2

[Upcoming Calendar] [Overview] [Result] [Excel]

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



**\$55,150,000 Limited Tax General Obligation Improvement
and Refunding Bonds, 2013B (Taxable)**

For the aggregate principal amount of \$55,150,000.00, we will pay you \$54,973,527.50, 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 %
01/01/2014	1,700M	0.3000
01/01/2015	8,780M	0.4000
01/01/2016	8,840M	0.5700
01/01/2017	7,645M	0.8900
01/01/2018	7,740M	1.1400
01/01/2019	7,850M	1.4800
01/01/2020	7,650M	1.7800
01/01/2021	940M	2.1100
01/01/2022	965M	2.2600
01/01/2023	985M	2.4100
01/01/2024	1,015M	2.6100
01/01/2025	1,040M	2.7600

Total Interest Cost: \$3,554,888.61
Discount: \$176,472.50
Net Interest Cost: \$3,731,361.11
TIC: 1.532993
Time Last Bid Received On: 05/08/2013 7:59:44 PDST

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

Bidder: Bank of America Merrill Lynch, New York , NY
Contact: Catherine Crews
Title: Vice President
Telephone: 212-449-5081
Fax: 212-449-3733

Issuer Name: City of Seattle Company Name: _____

Accepted By: _____ Accepted By: _____

<https://www.newissuhome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



PARITY Bid Form

(Upcoming Calendar Overview Result Excel)

**Barclays Capital Inc. - New York , NY's Bid
Seattle
\$55,150,000 Limited Tax General Obligation Improvement
and Refunding Bonds, 2013B (Taxable)**



For the aggregate principal amount of \$55,150,000.00, we will pay you \$54,989,998.60, 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 %
01/01/2014	1,700M	0.3200
01/01/2015	8,780M	0.4700
01/01/2016	8,840M	0.7000
01/01/2017	7,645M	0.9000
01/01/2018	7,740M	1.1900
01/01/2019	7,850M	1.4900
01/01/2020	7,650M	1.7900
01/01/2021	940M	2.1700
01/01/2022	965M	2.3700
01/01/2023	985M	2.5700
01/01/2024	1,015M	2.6300
01/01/2025	1,040M	2.8000

Total Interest Cost: \$3,659,627.34
Discount: \$160,001.40
Net Interest Cost: \$3,819,628.74
TIC: 1.569015
Time Last Bid Received On: 05/08/2013 7:59:32 PDST

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

Bidder: Barclays Capital Inc., New York , NY
Contact: Peter Coleman
Title: Managing Director
Telephone: 212-528-1061
Fax: 646-758-2068

Issuer Name: City of Seattle Company Name: _____

Accepted By: _____ Accepted By: _____

<https://www.newissuehome.i-deal.com/Parity/asp/main.asp?frame=content&page=parityBid...> 5/8/2013



EXHIBIT F

FORM OF REFUNDING TRUST AGREEMENT

THIS REFUNDING TRUST AGREEMENT (the "Agreement") is made and entered into as of the _____ day of June, 2013, by and between THE CITY OF SEATTLE, WASHINGTON (the "City"), a municipal corporation, and U.S. Bank National Association of Seattle, Washington (the "Refunding Trustee").

WHEREAS, the City now has outstanding \$42,565,000 par value of its Limited Tax General Obligation Refunding Bonds, 2004, maturing on January 1 of each of the years 2015 through 2020, inclusive, and bearing interest at various rates ranging from 4.25% to 5.00% (the "Refunded Bonds"); and

WHEREAS, pursuant to Ordinance 121651 (as amended by Ordinance 122286) and Resolution _____ (together, the "Bond Legislation"), the City has determined that the Refunded Bonds be refunded out of a portion of the proceeds of the sale of its Limited Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable) (the "Bonds"), for the purpose of realizing a debt service savings for the City; and

WHEREAS, the payment, through advance refunding of the Refunded Bonds will be accomplished pursuant to this Agreement (including Exhibit A attached hereto) and the Bond Legislation, which documents provide for and, for the purpose of Sections 103, 148, and 149(d) of the Internal Revenue Code of 1986, as amended (the "Code"), are to be considered as the Refunding Plan, by:

(a) The delivery by the City to the Refunding Trustee of the proceeds of the Bonds allocated to the Refunding Plan (the "Refunding Portion") [and other money of the City];

(b) The purchase by the Refunding Trustee of the noncallable direct obligations of the United States of America listed on Exhibit A attached hereto and made a part hereof by this reference or substituted obligations purchased pursuant to Section 2 of this Agreement (the "Acquired Obligations") at or prior to the date the Bonds are delivered to the original purchaser thereof and the City receives full payment therefor (the "Date of Closing"), which Acquired Obligations satisfy the requirements of the Verification described in paragraph (c);

(c) The delivery to the City and the Refunding Trustee of a verification (the "Verification") by a nationally recognized independent certified public accounting firm verifying the mathematical accuracy of the computations (which computations shall be attached to that report) showing that the Acquired Obligations to be purchased by the Refunding Trustee pursuant to the Bond Legislation and this Agreement, together with the specified beginning cash balance, if any, and the maturing principal of and interest on such Acquired Obligations, will provide sufficient money (assuming that all principal of and interest on the Acquired Obligations are paid on the due dates thereof and assuming no reinvestment of such maturing principal and interest) to pay interest on the Refunded Bonds when due, up to and including January 1, 2014 and the call, payment and redemption on January 1, 2014, of the Refunded Bonds at a price equal to the principal amount to be refunded;

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

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

and



1 WHEREAS, upon the issuance of the Bonds to carry out the Refunding Plan under the authority of chapter
2 39.53 RCW and other laws of the State of Washington (collectively, the "Refunding Bond Act"), the principal
3 amount of the Refunded Bonds no longer shall be considered outstanding pursuant to the defeasance provisions of
4 Ordinance 121414 and Resolution 30675 that authorized the issuance of the Refunded Bonds (together, the
5 "Refunded Bond Legislation"); and

6 WHEREAS, the City Council has found that the refunding of the Refunded Bonds, through the issuance of
7 the Bonds, is beneficial and will realize a debt service savings and is otherwise in the interest of the City and its
8 taxpayers; and

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

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

14 1. Delivery of Money to Refunding Trustee. On the Date of Closing, the City shall cause to be
15 delivered to the Refunding Trustee all of the proceeds of the Refunding Portion of the Bonds [and \$ _____ of
16 money of the City on deposit in the _____ Fund].

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

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

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

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

6. All Obligations and Money and Proceeds Thereof Held in Trust. The Refunding Trustee irrevocably
agrees to hold the Acquired Obligations, the Substitute Obligations, if any, the principal thereof and interest thereon,



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

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

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

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

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

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

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

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

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

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

10 10. Amendments to Agreement. The Refunding Trustee and the City recognize that the owners of the
11 Refunded Bonds and the Bonds from time to time have a beneficial interest in the Acquired Obligations, the
12 Substitute Obligations, and money to be held by the Refunding Trustee as herein provided. Therefore, this
13 Agreement is irrevocable and shall not be subject to amendment except for the purpose of clarifying any ambiguity
14 herein, increasing the protection of the rights of the owners of the Refunded Bonds or the Bonds, or preserving the
15 exclusion of the interest on the Refunded Bonds and the Bonds from gross income for federal income tax purposes,
16 and only if such amendment is accompanied by an opinion addressed to the City and the Refunding Trustee from
17 Bond Counsel to the effect that such change is necessary for one of the above reasons and does not detrimentally
18 affect the owners of the outstanding Refunded Bonds and the Bonds or that it strengthens the protection of the
19 owners of the Refunded Bonds and the Bonds and does not detrimentally affect the owners of the Refunded Bonds
20 and the Bonds. If such amendment affects the amount of money and investments in the escrow account or the
21 application thereof, prior to the amendment's taking effect there also shall be a verification by a nationally
22 recognized independent certified public accounting firm satisfactory to the Refunding Trustee to the effect that after
23 such amendment the Acquired Obligations, Substitute Obligations, and other money in the escrow account will be
24 sufficient to make the payments described in Section 3. A copy of such verification shall be delivered to the
25 Refunding Trustee.

26 11. Limitation of Liability of Refunding Trustee. None of the provisions contained in this Agreement shall
27 require the Refunding Trustee to use or advance its own funds in the performance of any of its duties or the exercise
28 of any of its rights or powers hereunder. The 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 Agreement to invest such funds.

The Refunding Trustee's liabilities and obligations in connection with this Agreement are confined to those
specifically described herein. The Refunding Trustee is authorized and directed to comply with the provisions of
this 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 validity of the Acquired Obligations or the Substitute Obligations deposited with it; the performance
or compliance by any party other than the Refunding Trustee with the terms or conditions of any such instruments;
or any loss which may occur by reason of forgeries, false representations, or the exercise of the Refunding Trustee's
discretion in any particular manner unless such exercise is negligent or constitutes willful misconduct.

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

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



1 be satisfactory to the City and the Refunding Trustee, the Refunding Trustee shall deliver forthwith or remit to the
2 City any remaining Acquired Obligations, Substitute Obligations, and money held pursuant to this Agreement.

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

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

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

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

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

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

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

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

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



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

2 THE CITY OF SEATTLE, WASHINGTON

U.S. BANK NATIONAL ASSOCIATION, as
Refunding Trustee

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4 By _____

By _____
Title: _____

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[USE THIS SCHEDULE FOR OPEN MARKET ESCROW]

EXHIBIT A

THE CITY OF SEATTLE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, 2013B
(TAXABLE)

ACQUIRED OBLIGATIONS

<u>TYPE*</u>	<u>MATURITY DATE</u>	<u>PAR AMOUNT</u>	<u>INTEREST RATE</u>	<u>PURCHASE PRICE</u>
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*[insert description of abbreviation of type of security]



[USE THIS SCHEDULE FOR SLGS ESCROW]

EXHIBIT A

THE CITY OF SEATTLE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, 2013B
(TAXABLE)

ACQUIRED OBLIGATIONS

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



EXHIBIT B

Notice of Defeasance*
The City of Seattle, Washington
Limited Tax General Obligation Refunding Bonds, 2004

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 June 4, 2013, 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 121414 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 Refunding Bonds, 2004
(Dated May 24, 2004)

Maturity Date (January 1)	Par Amount Defeased	Interest Rate	Call Date (at 100%)	CUSIP Nos.
2015	\$7,175,000	5.00%	01/01/2014	812626NU9
2016	7,535,000	4.75	01/01/2014	812626NV7
2017	6,585,000	4.25	01/01/2014	812626NW5
2018	6,880,000	4.50	01/01/2014	812626NX3
2019	7,200,000	4.50	01/01/2014	812626NY1
2020	7,190,000	4.50	01/01/2014	812626NZ8

_____, 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 Refunding Bonds, 2004**

NOTICE IS HEREBY GIVEN that The City of Seattle, Washington, has called for redemption on January 1, 2014, all of its then-outstanding Limited Tax General Obligation Refunding Bonds, 2004 (the "Bonds").

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus accrued interest to January 1, 2014. 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 Mellon
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 January 1, 2014.

The following Bonds are being redeemed:

Maturity Date (January 1)	Par Amount Deceased	Interest Rate	CUSIP Nos.
2015	\$7,175,000	5.00%	812626NU9
2016	7,535,000	4.75	812626NV7
2017	6,585,000	4.25	812626NW5
2018	6,880,000	4.50	812626NX3
2019	7,200,000	4.50	812626NY1
2020	7,190,000	4.50	812626NZ8

By Order of The City of Seattle, Washington

The Bank of New York Mellon, 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 January 1, 2014, 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; [UBS Financial Services, Inc.] at its principal office in New York, New York; National Public Finance Guarantee Corporation, New York, New York, as reinsurer of MBIA Insurance Corporation (Policy No. 43847); The Depository Trust Company of New York, New York, and the Municipal Securities Rulemaking Board.



EXHIBIT G

FORM OF UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the [2013A Bonds/2013B Bonds] (the "Bonds"), the City makes the following written Undertaking for the benefit of holders of the Bonds:

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in subsection (b) of this section ("annual financial information");

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such "Bankruptcy Events" are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in subsection (b) of this section.

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in subsection (a) of this section:

(i) Shall consist of (1) annual financial statements of the City prepared in accordance with applicable generally accepted accounting principles applicable to governmental units (except as otherwise noted herein), as such principles may be changed from time to time and as permitted by State law, which financial statements will not be audited, except, that if and when audited financial statements are otherwise prepared and available to the City they will be provided; (2) a statement of authorized, issued and outstanding general obligation debt of the City; (3) the assessed value of the property within the City subject to ad valorem taxation; and (4) ad valorem tax levy rates and amounts and percentages of taxes collected;

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2012; and



1 (iii) May be provided in a single or multiple documents, and may be incorporated by specific
2 reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

3 (c) Amendment of Undertaking. The Undertaking is subject to amendment after the primary offering
4 of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer,
5 participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by
6 Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the
7 Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual
8 financial information to be provided, the annual financial information containing the amended financial information
9 will include a narrative explanation of the effect of that change on the type of information to be provided.

10 (d) Beneficiaries. The Undertaking evidenced by this section shall inure to the benefit of the City and
11 any Beneficial Owner of Bonds, and shall not inure to the benefit of or create any rights in any other person.

12 (e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon
13 the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if
14 those provisions of Rule 15c2-12 which require the City to comply with this Undertaking become legally
15 inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the
16 City, and the City provides timely notice of such termination to the MSRB.

17 (f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of
18 any failure to comply with the Undertaking, the City will proceed with due diligence to cause such noncompliance
19 to be corrected. No failure by the City or other obligated person to comply with the Undertaking shall constitute a
20 default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City
21 or other obligated person to comply with the Undertaking, including seeking an order of specific performance from
22 an appropriate court.

23 (g) Designation of Official Responsible to Administer Undertaking. The Director of Finance of the
24 City (or such other officer of the City who may in the future perform the duties of that office) or his or her designee
25 is authorized and directed in his or her discretion to take such further actions as may be necessary, appropriate or
26 convenient to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the
27 following actions:

28 (i) Preparing and filing the annual financial information undertaken to be provided;

(ii) Determining whether any event specified in subsection (a) has occurred, assessing its
materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its
occurrence;

(iii) Determining whether any person other than the City is an "obligated person" within the
meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any
annual financial information and notice of listed events for that person in accordance with Rule 15c2-12;

(iv) Selecting, engaging and compensating designated agents and consultants, including but
not limited to financial advisors and legal counsel, to assist and advise the City in carrying out the Undertaking; and

(v) Effecting any necessary amendment of the Undertaking.



STATE OF WASHINGTON -- KING COUNTY

--SS.

298159
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:31452-53 TITLE ONLY

was published on

05/24/13

The amount of the fee charged for the foregoing publication is the sum of \$82.50 which amount has been paid in full.



Paula Colby

Subscribed and sworn to before me on
05/24/2013 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on May 8, 2013, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

RESOLUTION NO. 31452

Providing for the sale and issuance of The City of Seattle, Washington, Limited Tax General Obligation Improvement Bonds, 2013A and Limited Tax General Obligation Improvement and Refunding Bonds, 2013B (Taxable); specifying the amounts, maturities, interest rates and other terms of the bonds; providing for the payment of costs of various projects, the refunding of certain of the City's outstanding limited tax general obligation bonds, and the payment of the administrative costs of the refunding and costs of issuance and sale of the 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 ratifying, confirming and approving the notice of bond sale and the actions of the Director of Finance relating to the sale of the bonds.

RESOLUTION NO. 31453

Providing for the sale and issuance of The City of Seattle, Washington, Unlimited Tax General Obligation Improvement Bonds; specifying the amounts, maturities, interest rates and other terms of the bonds; providing for the payment of all or part of the costs of the design, construction, renovation, improvement and replacement of the Alaskan Way seawall and associated public infrastructure, and the payment of the 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, May 24, 2013.

5/24(298159)