

ORIGINAL

ORDINANCE NO. 4659

AN ORDINANCE of the City Council of the City of Bellevue, Washington, providing for the issuance and sale of limited tax levy general obligation bonds of the City in the principal sum of \$6,485,000 for the purpose of providing financing for the acquisition of the Metro Site; providing the date, form, terms and maturities of said bonds; providing for the disposition of the proceeds of sale of such bonds; providing for the annual levy of taxes to pay the principal of and interest on said bonds; and providing for the public sale thereof.

Passed: June 20, 1994

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WHEREAS, the City Council (the "Council") of the City of Bellevue, Washington (the "City"), has entered into an option agreement to acquire certain real property located at 500 - 110th Avenue NE, Bellevue, Washington (the "Metro Site") from the Municipality of Metropolitan Seattle which, pursuant to law, was consolidated with King County on January 1, 1994; and

WHEREAS, the City desires to exercise its option and acquire the Metro Site; and

WHEREAS, in order to provide the funds required for the permanent financing of such acquisition, the City now desires to authorize the issuance and sale of limited tax levy general obligation bonds of the City in the principal amount of \$6,485,000.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

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(a) "Arbitrage and Tax Certification" means the certificate executed by the Treasurer pertaining to the calculation and payment of any Rebate Amount with respect to the Bonds.

(b) "Bond Fund" means the Interest and Debt Redemption Fund-- Regular Levy previously established pursuant to Ordinance No. 1932 in the office of Treasurer.

(c) "Bond Proceeds Account" means the "Bond Proceeds Account, 1994" created by Section 12 of this ordinance in the Land Purchase Revolving Fund.

(d) "Bond Register" means the books or records maintained by the Bond Registrar for the registration and transfer of the Bonds containing the name and mailing address of the owner of the Bonds or nominee of such owner and such other information as the Bond Registrar shall determine.

(e) "Bond Registrar" means the fiscal agency of the State of Washington in either Seattle, Washington or New York, New York for the purpose of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying principal of and interest on the Bonds, and any subsequent Bond Registrar designated by the City.

(f) "Bonds" means the \$6,485,000 principal amount of the City of Bellevue, Washington, Limited Tax General Obligation Bonds, 1994, issued pursuant to and for the purposes provided in this ordinance.

(g) "City" means the City of Bellevue, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

(h) "Code" means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed

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regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service, to the extent applicable to the Bonds.

(i) "Council" means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

(j) "DTC" means the Depository Trust Company, New York, New York.

(k)"Land Purchase Revolving Fund" means the fund of that name previously established pursuant to Ordinance No. 1676 in the office of the Treasurer.

(l)"Project" means the acquisition of the Metro Site.

(m)"Rebate Amount" means the amount, if any, determined to be payable with respect to the Bonds by the City to the United States of America in accordance with Section 148(f) of the Code.

(n)"Term Bonds" means those Bonds maturing in any one year for the retirement of which regularly recurring annual deposits are required to be made into the Bond Fund prior to the scheduled maturity of such Bonds sufficient to pay the same at or prior to their maturity.

(o)"Treasurer" means the Treasurer of the City or any successor to the functions of such Treasurer.

Section 2. Findings and Authorization of Project. It is hereby confirmed that the public interest, welfare and benefit of the inhabitants of the City require that the City acquire the Metro Site in accordance with Resolution 5739.

The cost of all necessary architectural, engineering, legal and other consulting services, inspection and testing, administrative and related expenses,

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and other costs incurred in connection with the acquisition of such property shall be deemed a part of the costs of such acquisition.

Section 3. Authorization of Bonds. In order to provide part of the funds necessary to acquire the Metro Site, the City shall issue and sell its limited tax general obligation bonds in the aggregate principal amount of \$6,485,000.

A. Description of Bonds. The bonds shall be designated as "City of Bellevue, Washington Limited Tax General Obligation Bonds, 1994" (the "Bonds"). The Bonds shall be dated July 1, 1994, shall be in the denomination of \$5,000 each, or any integral multiple of \$5,000, and shall be registered as to both principal and interest. The Bonds shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification, shall mature on July 1 of the following years in the following amounts and shall bear interest at the following rates, payable on January 1, 1995, and semiannually thereafter on each July 1 and January 1:

<u>Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal Amounts</u>	<u>Interest Rate</u>
1995	\$155,000	6.00%	2005	\$315,000	5.40%
1996	195,000	6.00	2006	335,000	5.50
1997	205,000	5.80	2007	350,000	5.60
1998	215,000	5.80	2008	375,000	5.70
1999	230,000	5.75	2009	395,000	5.80
2000	240,000	5.25	2010	420,000	5.85
2001	255,000	5.25	2011	445,000	5.90
2002	270,000	5.30	2012	470,000	5.95
2003	285,000	5.40	2014	1,030,000	6.00
2004	300,000	5.50			

The Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later.

B. Initial Immobilization of Bonds; Depository Provisions. The Bonds initially shall be held in fully immobilized form by DTC acting as depository pursuant to the terms and conditions set forth in the form of a Letter of Representations attached as Exhibit A hereto and by this reference incorporated herein. To induce DTC to accept the Bonds as eligible for deposit at DTC, the Treasurer is authorized to execute the Letter of Representations, with such changes as hereafter may be approved by him or her, and such approval shall be conclusively presumed by the Treasurer's execution thereof. Neither the City nor the Bond Registrar shall have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Bonds with respect to the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of principal or redemption price or interest on the Bonds, any notice which is permitted or required to be given to registered owners under this ordinance (except such notice as is required to be given by the City to the Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Bonds or any consent given or other action taken by DTC as owner of the Bonds.

The Bonds initially shall be issued in denominations equal to the aggregate principal amount of each maturity and initially shall be registered in the name of CEDE & CO., as the nominee of DTC. The Bonds so registered shall be held in fully immobilized form by DTC as depository. For so long as any Bonds are held in fully immobilized form, DTC, its successor or any substitute depository appointed by the City, as applicable, shall be deemed to be the registered owner for all purposes hereunder and all references to registered owners, bondowners, bondholders, owners or the like shall mean DTC or its nominees and shall not

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mean the owners of any beneficial interests in the Bonds. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

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

2. To any substitute depository appointed by the City pursuant to this subsection or such substitute depository's successor; or

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

Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or a determination by the City to no longer continue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the City may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

In the case of any transfer pursuant to clause (1) or (2) of the second paragraph of this subsection, the Bond Registrar, upon receipt of all outstanding Bonds together with a written request on behalf of the City, shall issue a single new Bond for each maturity of Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the City.

In the event that DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained; or the City determines that the beneficial owners be able to obtain Bond certificates, the ownership of Bonds may be transferred to any person as herein provided, and the Bonds shall no longer be held in fully immobilized form.

The City shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt of all then outstanding Bonds by the Bond Registrar, together with a written request on behalf of the City to the Bond Registrar, new Bonds shall be issued in such denominations and registered in the names of such persons as are requested in such a written request.

C. Place, Manner and Medium of Payment. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as outstanding Bonds are registered in the name of CEDE & Co., or its registered assigns, as nominee of DTC, payments of principal of and interest on the Bonds shall be made in next day funds on the date such payment is due and payable at the place and in the manner provided in the Letter of Representations.

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

Section 4. Right of Prior Redemption.

A. Optional Redemption. The Bonds maturing on July 1, 1995 through July 1, 2004, shall not be subject to redemption at the option of the City ahead of their scheduled maturities. The Bonds maturing on and after July 1, 2005 shall be

subject to redemption prior to their scheduled maturity dates at the option of the City on any date on and after July 1, 2004, in whole or in part at a price of 100% of the principal amount to be redeemed, together with accrued interest, if any, to the redemption date.

B. Mandatory Redemption. The Bonds maturing on July 1, 2014 are Term Bonds and are subject to mandatory redemption in the amounts and on the dates set forth below from amounts deposited in the Bond Fund:

Term Bonds
Maturing
July 1, 2014

<u>Redemption Date (July 1)</u>	<u>Principal Amount</u>
2013	\$500,000
2014	530,000

C. Selection of Bonds for Redemption. If less than all of the Bonds subject to redemption are called for redemption, the City shall choose the maturities to be redeemed. If less than a whole of a maturity is called for redemption, the Bonds to be redeemed shall be chosen by lot by the Bond Registrar or, so long as the Bonds are registered in the name of CEDE & CO. or its registered assign, the Bonds to be redeemed shall be chosen by lot by DTC.

D. Notice. Official notice of any such intended redemption shall be given by the Bond Registrar not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the address appearing on the Bond Register.

All official notices of redemption shall be dated and shall state: (1) the redemption date, (2) the redemption price, (3) if less than all outstanding Bonds

are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

The requirements of this section shall be deemed to be complied with when official notice is mailed as herein provided, regardless of whether or not it is actually received by the owner of any Bond. Interest on any Bonds so called for redemption shall cease on such redemption date unless the same is not paid in full upon presentation made pursuant to such call.

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

1. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each bond being redeemed; (iv) the maturity date of each bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

2. Each further notice of redemption shall be sent at least 35 days before the redemption date by registered or certified mail or overnight delivery service to Standard & Poor's Ratings Group and Moody's Investors Service, Inc. in New York, New York, or their business successors, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more

national information services that disseminate notices of redemption of obligations such as the Bonds.

3. Each such further notice shall be published one time in the Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the holders of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 30 days prior to the date fixed for redemption.

4. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 5. Bond Fund and Provision for Tax Levy Payments. The City agrees that within the previously established Bond Fund it will account separately for the payment of principal and interest on the Bonds. The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Bonds and other limited tax general obligation bonds of the City.

The City hereby irrevocably covenants and agrees for as long as the Bonds are outstanding and unpaid, that each year it will include in its budget and levy an ad valorem tax, within and as a part of the tax millage levy permitted to cities without a vote of the people, upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City that may legally be used and which the City may apply for such purposes, to pay the principal of and interest on the Bonds as the same shall become due. All of such taxes and any of such other money so collected shall be paid into the Bond Fund. None of the money in the Bond Fund shall be used for any other purpose than the payment of the principal of and interest on the Bonds and other limited tax general obligation bonds of the City. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily

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be deposited in such institutions or invested in such obligations as may be lawful for the investment of City money. Any interest or profit from the investment of such money shall be deposited in the Bond Fund.

The City hereby irrevocably pledges that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bonds as the same shall become due.

Amounts deposited in the Bond Fund with respect to amortization of Term Bonds shall be used for the purpose of purchasing or redeeming Term Bonds on or before their respective scheduled payment dates; provided, that if more than the required principal amount of such Term Bonds shall be retired by such purchase or redemption in any given year, the amount required to be purchased or redeemed in the next succeeding year or years may be reduced accordingly.

Section 6. Defeasance. In the event that money and/or "Government Obligations," as such obligations are now or may hereafter be defined in Ch. 39.53 RCW, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire the Bonds or a portion of the Bonds in accordance with their terms, are set aside in a special account to effect such redemption or retirement and such money and the principal of and interest on such Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this ordinance except the right to

receive the funds so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder.

Section 7. Tax Covenant. The City hereby covenants and agrees with the owners of the Bonds for as long as the Bonds remain outstanding that the City will not make use of the proceeds of sale of the Bonds or any other funds or obligations of the City that may be deemed to be proceeds of the Bonds pursuant to Section 148 of the Code, which will cause the Bonds to be "arbitrage bonds" within the meaning of said section of the Code. The City will comply with the continuing requirements of Section 148 of the Code.

The City further covenants that it will not take any action or permit any action to be taken that would cause the Bonds to constitute "private activities bonds" within the meaning of Section 141 of the Code.

Section 8. Arbitrage Rebate. The City will pay the Rebate Amount, if any, to the United States of America at the times and in the amounts necessary to meet the requirements of the Code to maintain the federal income tax exemption for interest payments on the Bonds, in accordance with the Arbitrage and Tax Certification.

Section 9. Lost or Destroyed Bonds. In case the Bonds shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver new Bonds of like amount, date, and tenor to the registered owner thereof upon the owner's paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon his/her filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such Bonds were actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City with indemnity satisfactory to the Treasurer.

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Section 10. Form of the Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

No. _____

\$ _____

STATE OF WASHINGTON

CITY OF BELLEVUE

LIMITED TAX LEVY GENERAL OBLIGATION BOND, 1994

INTEREST RATE:

MATURITY DATE:

CUSIP NO.:

SEE REVERSE SIDE FOR
CERTAIN ADDITIONAL PROVISIONS

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Bellevue, Washington, a municipal corporation of the State of Washington (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner hereof or registered assigns, the principal amount indicated above together with interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from July 1, 1994 at the Interest Rate specified above, payable January 1, 1995 and semiannually thereafter on each July 1 and January 1 of each year until such principal amount has been paid, or such payment has been duly provided for.

Both principal of and interest on this bond are payable in lawful money of the United States of America. While bonds are held on immobilized "book entry" system of registration, the principal of this bond is payable to the order of the Registered Owner in next day funds received by the Registered Owner on the maturity date of this bond, and the interest on this bond is payable to the order of the Registered Owner in next day funds received by the Registered Owner on each interest payment date. When Bonds are no longer held on an immobilized "book entry" registration system, the principal shall be paid to the Registered Owner or nominee of such owner upon presentation and surrender of this bond at either of the principal offices of the fiscal agency of the State of Washington in either Seattle, Washington or New York, New York (collectively the "Bond Registrar"),

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and the interest shall be paid by mailing a check or draft (on the date such interest is due) to the Registered Owner or nominee of such owner at the address shown on the registration books maintained by the Bond Registrar (the "Bond Register") as of the 15th day of the month prior to the interest payment date. If so requested in writing by the Registered Owner of at least \$1,000,000 par value of the Bonds, interest will be paid by wire transfer.

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under Ordinance No. 4659 of the City (the "Bond Ordinance") until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

These Bonds are issued pursuant to the Constitution and laws of the State of Washington, and duly adopted ordinances and resolutions of the City.

The City has obligated and bound itself to make annual levies of ad valorem taxes upon all the taxable property within the City within and as a part of the tax millage levy permitted to cities without a vote of the people in amounts sufficient, with such other moneys of the City available for such purposes as the Council may, from time to time, appropriate and set aside, to pay the principal installments of the Bonds and interest thereon as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the levy of such taxes and the prompt payment of such principal and interest.

It is hereby certified and declared that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have happened, been done and performed and that the total indebtedness of the City including this Bond, does not exceed any constitutional, statutory or charter limitation.

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IN WITNESS WHEREOF, the City of Bellevue, Washington, has caused this Bond to be signed by the facsimile or manual signature of its Mayor, to be attested by the facsimile or manual signature of its Clerk, and the official seal of the City to be impressed or imprinted hereon, this 1st day of July, 1994.

CITY OF BELLEVUE, WASHINGTON

By /s/ facsimile or manual signature
Mayor

ATTEST:

/s/ facsimile or manual signature

The Certificate of Authentication for the Bonds shall be in substantially the following form and shall appear on the front of each Bond:

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

These Bonds are described in the within-referenced Ordinance No. 4659 of the City of Bellevue, Washington, and are the Limited Tax Levy General Obligation Bonds, 1994, dated July 1, 1994, of such City.

As Bond Registrar

By _____
Authorized Officer

ADDITIONAL BOND PROVISIONS

This Bond is one of an issue of limited tax levy general obligation bonds of the City of like date and tenor, except as to number, interest rate and date of maturity, in the aggregate principal amount of \$6,485,000 issued pursuant to Ordinance No. 4659 of the City, passed June 20, 1994 (the "Bond Ordinance"), to provide financing for the acquisition of real property located in Bellevue, Washington to be used for municipal purposes.

The City has reserved the right to redeem in whole or in part the Bonds maturing on and after July 1, 2005, on any date on and after July 1, 2004 at a price of 100% of the principal amount to be redeemed, together with accrued interest, if any, to the redemption date.

The Bonds maturing on July 1, 2014, are also subject to redemption prior to maturity through mandatory amortization payments on July 1 of the following years and in the following amounts in each case at a redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption.

Years	Amount
2013	\$500,000
2014	530,000

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

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

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If such notice has been given and if the City has set aside, on the date fixed for redemption, sufficient money for the payment of all bonds called for redemption, the bonds so called shall cease to accrue interest after such redemption date, and all such bonds shall no longer be deemed to be outstanding for any purpose, except that the Registered Owners thereof shall be entitled to receive payment of the redemption price and accrued interest to the redemption date from the money set aside for such purpose.

The pledge of tax levies for payment of principal of and interest on the bonds may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the ordinance authorizing their issuance.

The bonds of this issue are issued in fully registered form in the denomination of \$5,000 each or any integral multiple thereof, provided that no bond shall represent more than one maturity. Upon surrender to the Bond Registrar, bonds are interchangeable for bonds in any authorized denomination of an equal aggregate principal amount and of the same interest rate and maturity. This bond is transferable only on the records maintained by the Bond Registrar for that purpose upon the surrender of this bond by the registered owner hereof or his/her duly authorized agent and only if endorsed in the manner provided hereon, and thereupon a new fully registered bond of like principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. Such exchange or transfer shall be without cost to the registered owner or transferee. The City may deem the person in whose name this bond is registered to be the absolute owner hereof for the purpose of receiving payment of the principal of and interest on the bond and for any and all other purposes.

ASSIGNMENT

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

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

_____ the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ of _____, or its

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successor, as Agent to transfer said Bond on the books kept by the Bond Register for registration thereof, with full power of substitution in the premises.

DATED: _____, _____.

SIGNATURE GUARANTEED:

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

Section 11. Execution of the Bonds. The Bonds shall be signed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk, and shall have the official corporate seal of the City impressed or imprinted thereon.

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

In case either of the officers of the City who shall have executed the Bonds shall cease to be such officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City

as though those who signed the same had continued to be such officers of the City. The Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bonds shall be the proper officers of the City although at the original date of such Bonds any such person shall not have been such officer.

Section 12. Application of Proceeds of the Bonds. A special account entitled the "Bond Proceeds Account 1994" (the "Bond Proceeds Account") is hereby authorized and directed to be established within the previously established Land Purchase Revolving Fund. At the time of delivery of the Bonds, the proceeds of the Bonds shall be deposited as follows:

(a) Accrued interest shall be deposited in the Bond Fund.

(b) The remaining Bond proceeds shall be deposited into the Bond Proceeds Account and used to pay costs of acquiring the Metro Site including the reimbursement of funds and accounts of the City heretofore used for such purposes, and costs related to the issuance of the Bonds. The amounts deposited in accordance with the previous sentence are deemed to be appropriated for the purposes specified.

Money remaining in the Bond Proceeds Account after all of such costs have been paid may be used to pay costs or other legally authorized expenditures of the City or shall be deposited in the Bond Fund. Money in the Bond Proceeds Account may be invested as permitted by law and in a manner consistent with this ordinance. All interest earned and profits derived from such investments shall be retained in and become a part of the Bond Proceeds Account.

Section 13. Sale of the Bonds. The Bonds shall be sold to Seattle-First National Bank in accordance with the terms and conditions set forth in the official Notice of Bond Sale attached hereto as Exhibit B and the Bid Form submitted by

Seattle-First National Bank attached hereto as Exhibit C and incorporated herein by this reference. The actions of the City Clerk to cause the Notice of Bond Sale substantially in the form hereto as Exhibit B, or a summary thereof, to be published prior to such sale at least once in a newspaper of general circulation within the City and in such other publications as the City Clerk deemed desirable, is hereby ratified and confirmed.

Section 14. Approval of Official Statement. The form and content of the Preliminary Official Statement in connection with the Bonds dated June 9, 1994, are approved and the use of the Preliminary Official Statement in connection with the sale of the Bonds is approved. The City deems the Preliminary Official Statement as final as of its date pursuant to Securities and Exchange Commission Rule 15c2-12 except for the omission of information dependent upon the sale of the Bonds, such as price, interest rates, discount, ratings, delivery date and other terms of the Bonds dependent on the foregoing.

Section 15. Bond Registrar. The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds which shall at all times be open to inspection by the City. Such Bond Register shall contain the name and mailing address of the owner of each Bond or nominee of such owner and the principal amount and number of Bonds held by each owner or nominee.

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

The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds. The Bond Registrar may become

the owner of Bonds with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond owners.

Upon surrender thereof to the Bond Registrar, the Bonds are interchangeable for Bonds in any authorized denomination of an equal aggregate principal amount and of the same interest rate and maturity. Bonds may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the owner or transferee therefor, (other than taxes, if any, payable on account of such transfer) a new Bond (or Bonds, at the option of the new Registered Owner) of the same maturity and interest rate and for the same aggregate principal amount, in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and canceled Bond. The Bond Registrar shall not be obligated to transfer or exchange any Bond during the fifteen days preceding any interest payment, principal payment or redemption date.

The City and the Bond Registrar, each in its discretion, may deem and treat the registered owner of each Bond as the absolute owner thereof for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

Section 16. Delivery of Bonds. Following the sale of the Bonds, the City shall cause definitive Bonds to be prepared, executed and delivered, which Bonds shall be typewritten, lithographed or printed with engraved or lithographed borders.

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

Section 17. Assessed Value and Existing Bonded Debt. The actual value of the taxable property within the City as ascertained by the last preceding assessment for City purposes is \$10,246,476,304. The City has outstanding nonvoted general obligation indebtedness in the amount of \$43,573,286. The total amount of outstanding general obligation bonded indebtedness of the City, whether voted or nonvoted, including the principal amount of the Bonds will be \$81,388,286.

Section 18. General Authorization. The appropriate City officials, agents and representatives are hereby authorized and directed to do everything necessary for the prompt sale, issuance, execution and delivery of the Bonds, and for the proper use and application of the proceeds of the sale thereof. All acts previously taken on behalf of the City with respect to the public sale of the Bonds are hereby ratified and confirmed.

Section 19. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and

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shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 20. Effective Date. This ordinance shall take effect and be in force five days after its passage, approval and publication as required by law.

PASSED by the City Council of the City of Bellevue, Washington at a regular meeting of the Council, this 20th day of June, 1994, and signed in authentication of its passage this 20th day of June, 1994.

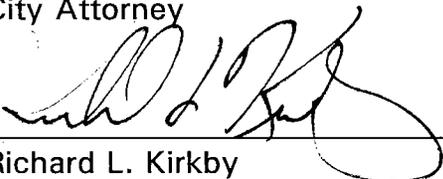
CITY OF BELLEVUE, WASHINGTON



Donald S. Davidson, DDS, Mayor

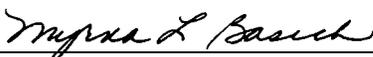
(SEAL)

APPROVED AS TO FORM:
Richard L. Andrews
City Attorney



Richard L. Kirkby
Assistant City Attorney

ATTEST:



Myrna L. Basich, City Clerk

PUBLISHED: June 24, 1994

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EXHIBIT A

BOOK-ENTRY-ONLY MUNICIPAL BONDS

Letter of Representations

(To be Completed by Issuer and Agent)

[Name of Issuer]

[Name of Agent]

(Date)

Attention: General Counsel's Office
The Depository Trust Company
55 Water Street; 49th Floor
New York, NY 10041-0099

Re: _____

(Issue Description)

Ladies and Gentlemen:

This letter sets forth our understanding with respect to certain matters relating to the above-referenced issue (the "Bonds"). Agent will act as trustee, paying agent, fiscal agent, or other agent of Issuer with respect to the Bonds. The Bonds will be issued pursuant to a trust indenture, bond resolution, or other such document authorizing the issuance of the Bonds dated _____, 199__ (the "Document"). _____ ("Underwriter") is distributing the Bonds through The Depository Trust Company ("DTC").

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

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1. Prior to closing on the Bonds on _____, 199____, there shall be deposited with DTC one Bond certificate registered in the name of DTC's nominee, Cede & Co., for each stated maturity of the Bonds in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal amount of such Bonds. If, however, the aggregate principal amount of any maturity exceeds \$150 million, one certificate will be issued with respect to each \$150 million of principal amount and an additional certificate will be issued with respect to each remaining principal amount. Each \$150 million Bond certificate shall bear the following legend:

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

2. In the event of any solicitation of consents from or voting by holders of the Bonds, Issuer or Agent shall establish a record date for such purposes (with no provision for revocation of consents or votes by subsequent holders) and shall, to the extent possible, send notice of such record date to DTC not less than 15 calendar days in advance of such record date.

3. In the event of a full or partial redemption or an advance refunding of part of the outstanding Bonds, Issuer or Agent shall send a notice to DTC specifying: (a) the amount of the redemption or refunding; (b) in the case of a refunding, the maturity date(s) established under the refunding; and (c) the date such notice is to be mailed to beneficial owners or published (the "Publication Date"). Such notice shall be sent to DTC by a secure means (*e.g.*, legible telecopy, registered or certified mail, overnight delivery) in a timely manner designed to assure that such notice is in DTC's possession no later than the close of business on the business day before the Publication Date. Issuer or Agent shall forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers (if applicable) which includes a manifest or list of each CUSIP submitted in that transmission. (The party sending such notice shall have a method to verify subsequently the use of such means and the timeliness of such notice.) The Publication Date shall be not less than 30 days nor more than 60 days prior to the redemption date or, in the case of an advance refunding, the date that the proceeds are deposited in escrow.

4. In the event of an invitation to tender the Bonds, notice by Issuer or Agent to Bondholders specifying the terms of the tender and the Publication Date of such notice shall be sent to DTC by a secure means in the manner set forth in the preceding Paragraph.

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

6. Notices to DTC pursuant to Paragraph 2 by telecopy shall be sent to DTC's Reorganization Department at (212) 709-6896 or (212) 709-6897, and receipt of such notices shall be confirmed by telephoning (212) 709-6870. Notices to DTC pursuant to Paragraph 2 by mail or by any other means shall be sent to:

Supervisor; Proxy
Reorganization Department
The Depository Trust Company
7 Hanover Square; 23rd Floor
New York, NY 10004-2695

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7. Notices to DTC pursuant to Paragraph 3 by telecopy shall be sent to DTC's Call Notification Department at (516) 227-4164 or (516) 227-4190. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (516) 227-4070. Notices to DTC pursuant to Paragraph 3 by mail or by any other means shall be sent to:

Call Notification Department
The Depository Trust Company
711 Stewart Avenue
Garden City, NY 11530-4719

8. Notices to DTC pursuant to Paragraph 4 and notices of other actions (including mandatory tenders, exchanges, and capital changes) by telecopy shall be sent to DTC's Reorganization Department at (212) 709-1093 or (212) 709-1094, and receipt of such notices shall be confirmed by telephoning (212) 709-6884. Notices to DTC pursuant to the above by mail or by any other means shall be sent to:

Manager; Reorganization Department
Reorganization Window
The Depository Trust Company
7 Hanover Square; 23rd Floor
New York, NY 10004-2695

9. Transactions in the Bonds shall be eligible for next-day funds settlement in DTC's Next-Day Funds Settlement ("NDFS") system.

A. Interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in next-day funds on each payment date (or the equivalent in accordance with existing arrangements between Issuer or Agent and DTC). Such payments shall be made payable to the order of Cede & Co. Absent any other existing arrangements such payments shall be addressed as follows:

Manager; Cash Receipts
Dividend Department
The Depository Trust Company
7 Hanover Square; 24th Floor
New York, NY 10004-2695

B. Principal payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in next-day funds on each payment date (or the equivalent in accordance with existing arrangements between Issuer or Agent and DTC). Such payments shall be made payable to the order of Cede & Co., and shall be addressed as follows:

NDFS Redemption Department
The Depository Trust Company
55 Water Street; 50th Floor
New York, NY 10041-0099

10. DTC may direct Issuer or Agent to use any other telephone number or address as the number or address to which notices or payments of interest or principal may be sent.

11. In the event of a redemption, acceleration, or any other similar transaction (*e.g.*, tender made and accepted in response to Issuer's or Agent's invitation) necessitating a reduction in the aggregate principal amount of Bonds outstanding or an advance refunding of part of the Bonds outstanding, DTC, in its discretion: (a) may request Issuer or Agent to issue and authenticate a new Bond certificate, or (b) may make an appropriate notation on the Bond certificate indicating the date and amount of such reduction in principal except in the case of final maturity, in which case the certificate will be presented to Issuer or Agent prior to payment if required.

12. In the event that Issuer determines that beneficial owners of Bonds shall be able to obtain certificated Bonds, Issuer or Agent shall notify DTC of the availability of Bond certificates. In such event, Issuer or Agent shall issue, transfer, and exchange Bond certificates in appropriate amounts, as required by DTC and others.

13. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to Issuer or Agent (at which time DTC will confirm with Issuer or Agent the aggregate principal amount of Bonds outstanding). Under such circumstances, at DTC's request Issuer and Agent shall cooperate fully with DTC by taking appropriate action to make available one or more separate certificates evidencing Bonds to any DTC Participant having Bonds credited to its DTC accounts.

14. Nothing herein shall be deemed to require Agent to advance funds on behalf of Issuer.

Notes:

A. If there is an Agent (as defined in this Letter of Representations), Agent as well as Issuer must sign this Letter. If there is no Agent, in signing this Letter Issuer itself undertakes to perform all of the obligations set forth herein.

B. Under Rules of the Municipal Securities Rulemaking Board relating to "good delivery", a municipal securities dealer must be able to determine the date that a notice of a partial call or of an advance refunding of a part of an issue is published (the "publication date"). The establishment of such a publication date is addressed in Paragraph 3 of the Letter.

C. Schedule B contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Very truly yours,

(Issuer)

By: _____
(Authorized Officer's Signature)

(Agent)

By: _____
(Authorized Officer's Signature)

Received and Accepted:
THE DEPOSITORY TRUST COMPANY

By: _____
(Authorized Officer)

CC: Underwriter
Underwriter's Counsel

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SCHEDULE A

(Describe Issue)

CUSIP

Principal Amount

Maturity Date

Interest Rate

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SCHEDULE B

SAMPLE OFFICIAL STATEMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be applicable only to certain issues)

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$150 million, one certificate will be issued with respect to each \$150 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Securities with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

[6. Redemption notices shall be sent to Cede & Co. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. will consent or vote with respect to Securities. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Securities will be made to DTC. DTC's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer or the Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to the [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to the Issuer or the Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

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EXHIBIT B

NOTICE OF BOND SALE

CITY OF BELLEVUE, WASHINGTON

LIMITED TAX LEVY GENERAL OBLIGATION BONDS, SERIES 1994

NOTICE IS HEREBY GIVEN that the City of Bellevue, Washington (hereinafter the "City"), will receive sealed bids at the office of Seattle-Northwest Securities Corporation, 1420 Fifth Avenue, Suite 4300, Seattle, Washington 98101 on

Monday, June 20, 1994

until 9:00 o'clock a.m., local time for the purchase of Limited Tax Levy General Obligation Bonds in the aggregate principal amount of \$6,485,000. The bids for the Bonds will be publicly opened, read, evaluated at that time. The bid award will be made by the City Council at a regular meeting at 8:00 o'clock p.m. on the same date in the Chambers of the City Council in the Bellevue City Hall in Bellevue, Washington. The Ordinance authorizing the issuance and sale of the Bonds will not become effective under state law until five days following its enactment.

Bond Details

The Bonds will be dated July 1, 1994. Interest on the Bonds will be payable on January 1, 1995 and semiannually thereafter on each January 1 and July 1.

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 bond owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as 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. Purchasers will not receive certificates representing their interest in the Bonds purchased. The principal of and interest on the Bonds are payable by the fiscal agencies of the State of Washington in the cities of Seattle, Washington and New York, New York to DTC, which in turn is obligated to remit such principal and interest to the DTC participants for subsequent disbursement to Beneficial Owners of the Bonds.

Election of Maturities

The bidder shall designate whether the principal amounts of the Bonds set forth below shall be retired on July 1 of each respective year as serial bonds maturing in such year or as amortization installments of term bonds maturing in the years specified by the bidder; provided, however, that if the bidder designates any of the Bonds as serial bonds, such serial bonds shall mature consecutively from July 1, 1995, to the last date that the bidder designates as a serial bond maturity.

Maturity	Principal Amounts	Maturity	Principal Amounts
1995	\$155,000	2005	\$315,000
1996	195,000	2006	335,000
1997	205,000	2007	350,000
1998	215,000	2008	375,000
1999	230,000	2009	395,000
2000	240,000	2010	420,000
2001	255,000	2011	445,000
2002	270,000	2012	470,000
2003	285,000	2013	500,000
2004	300,000	2014	530,000

REDEMPTION

The City reserves the right to redeem in whole or in part the Bonds maturing on and after July 1, 2005, at a price of par plus accrued interest to the date of redemption. The Bonds will be subject to redemption on any date on or after July 1, 2004.

The City shall deposit certain moneys as provided in the Ordinance No. 4659 of the City and shall retire by purchase or redemption pursuant to call the Bonds on or before July 1 of the years and in the amounts, if any, designated by the bidder to be amortization installments as provided for above.

Security

The City has covenanted and agreed for as long as any Bonds are outstanding and unpaid, that each year it will include in its budget and levy an ad valorem tax, within and as a part of the tax millage levy permitted without a vote

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of the electorate, upon all the property in the City subject to taxation in an amount which will be sufficient, together with all other moneys of the City on hand and legally available for such purposes, to pay the principal of and interest on the Bonds as the same shall become due. The full faith, credit and resources of the City are pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bonds as the same shall become due.

Tax Exemption

Interest on the Bonds will be excludable from gross income subject to federal income taxation, provided that the continuing arbitrage requirements of Section 148 of the Federal Internal Revenue Code of 1986 (the "Code") are complied with. The Bonds are not private activity bonds. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or corporations, but will be taken into account in the computation of adjusted net book income and adjusted current earnings for purposes of the corporate alternative minimum tax under Section 55 of the Code and in the computation of the environmental tax on corporations under Section 59A of the Code.

Interest Rate and Bidding Details

Bid forms will be provided by the City. Each bid shall be signed and enclosed in a sealed envelope. No bid will be accepted for the purchase of fewer than all of the Bonds. No bid will be considered for the Bonds for less than par plus accrued interest or for less than the entire issue.

All bids shall be without condition. Each bid submitted shall provide for the payment of accrued interest to the date of delivery on the Bonds.

One or more rates of interest may be fixed for the Bonds, which rate or rates must be in a multiple of one-eighth of one-twentieth of 1%. The interest rate shall be the same for all Bonds maturing in any one year.

It is requested that each bid state (i) the total interest cost over the life of the Bonds plus a discount, if any and (ii) the true interest cost of the Bonds. Such statement shall not be deemed to be a part of the bid.

Reoffering Price

The successful bidder must certify the initial reoffering price to the public (excluding bond houses and brokers) for each maturity of the Bonds to the City's

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bond counsel not less than five business days prior to the closing. This certification shall constitute the agreement of the bidder to offer all bonds in each maturity for sale at a price no greater than the certified reoffering price until at least ten percent of the principal amount of each maturity is sold at a price less than or equal to the certified reoffering price. Failure to honor this agreement may result in cancellation of the sale and forfeiture of the bidder's good faith deposit.

Deposit

All proposals shall be without condition, and shall be sealed and accompanied by a deposit in the amount of \$75,000, either by certified or bank cashier's or financial surety bond made payable to the order of the Treasurer of City of Bellevue, Washington.

If a check is used, it must accompany each bid. The deposits of unsuccessful bidders will be returned as soon as possible to such bidders. The good faith deposit of the successful bidder shall be held as security for the performance of such bid. Such check shall be cashed by the City Treasurer and will be applied to the purchase price of the Bonds or be forfeited to the City as and for liquidated damages if the successful bidder shall fail or neglect to complete the purchase of said Bonds in accordance with its proposal within forty (40) days after the acceptance thereof. Interest will not be allowed on such good faith deposits.

If a financial surety bond is used, it must be from an insurance company licensed to issue such a bond in the State of Washington, and such bond must be submitted to the City or Seattle-Northwest Securities Corporation prior to the opening of the bids. The financial security bond must identify each bidder whose good faith deposit is guaranteed by such financial security bond. If the Bonds are awarded to a bidder utilizing a financial security bond, then that purchaser ("Purchaser") is required to submit its good faith deposit to the City or Seattle-Northwest Securities Corporation in the form of a cashier's check (or wire transfer such amount as instructed by the City or Seattle-Northwest Securities Corporation) not later than 3:30 p.m. Pacific Daylight Time on the next business day following the award. If such good faith deposit is not received by that time, the financial surety bond may be drawn by the City to satisfy the good faith deposit requirement. No interest on the good faith deposit will accrue to the Purchaser. The good faith deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City.

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Award

The City reserves the right to reject any and all bids received and to waive any irregularities therein or in the bidding. No bid may be withdrawn after the same is filed with the City Clerk unless permission is first obtained in writing by the City Manager. Unless all proposals are rejected, the City will award the Bonds at the meeting of the Council on the day of the bid opening. The Bonds will be awarded to the responsible bidder offering to purchase all of the Bonds at the lowest true interest cost to the City, to be determined by doubling the semiannual interest rate necessary to discount the debt service to July 1, 1994 and the price bid for the Bonds.

Delivery

Bonds will be furnished by the City and will be delivered to DTC on behalf of the purchaser at the expense of the City. Accrued interest to the date of delivery shall be paid by the purchaser at the time of delivery.

The approving legal opinion of Preston Gates & Ellis will be printed on the Bonds and will be furnished, without cost, to the successful bidder at the time of delivery. The obligations hereunder to deliver and accept the Bonds shall be conditioned on the availability and delivery at the time of delivery of such Bonds of said approving opinion, and of a certificate, in form and tenor satisfactory to said law firm and, dated as of the date of such delivery, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of such Bonds.

Settlement

Payments for the Bonds shall be made in Federal funds available on the date and at the place of delivery of such Bonds.

CUSIP Numbers

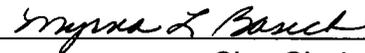
It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number of any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said Bonds in accordance with the terms of its bid. All expenses in relation to the printing of CUSIP numbers on said Bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

ORIGINAL

Further Information

Further information regarding the Bonds may be obtained upon request to the Treasury Manager of the City of Bellevue, or from the Financial Advisor to the City, Seattle-Northwest Securities Corporation, 1420 Fifth Avenue, Suite 4300, Seattle, Washington 98101, Attention: James Hattori.

DATED at Bellevue, Washington, this ²⁰~~8~~th day of June, 1994.



City Clerk

City of Bellevue, Washington

EXHIBIT C

CITY OF BELLEVUE, WASHINGTON
LIMITED TAX LEVY GENERAL OBLIGATION BONDS, SERIES 1994

BID FORM

Dear Sir:

For \$6,485,000 (Six Million Four Hundred Eighty-five Thousand Dollars) par value Limited Tax Levy General Obligations, Series 1994 (the "Bonds") of the City of Bellevue, Washington, to be dated July 1, 1994, and maturing on July 1, 1995 through July 1, 2014, in the amounts shown herein, with interest payable semiannually on the first days of January and July of each year commencing on January 1, 1995 at the rate or rates specified herein until the Bonds are paid, we will pay \$ 6,485,000 plus accrued interest from July 1, 1994, to the date of delivery to us.

The schedule of maturities, interest rate or rates, the total interest cost, and the true interest cost upon which this bid is based, with interest computed from July 1, 1994, to the maturity dates of the Bonds, are as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Serial Maturity</u>	<u>Amortization Installment</u>
1995	\$155,000	<u>6.00</u>		
1996	195,000	<u>6.00</u>		
1997	205,000	<u>5.80</u>		
1998	215,000	<u>5.80</u>		
1999	230,000	<u>5.75</u>		
2000	240,000	<u>5.75</u>		
2001	255,000	<u>5.75</u>		
2002	270,000	<u>5.30</u>		
2003	285,000	<u>5.10</u>		
2004	300,000	<u>5.50</u>		
2005	315,000	<u>5.40</u>		
2006	335,000	<u>5.50</u>		
2007	350,000	<u>5.60</u>		
2008	375,000	<u>5.70</u>		
2009	395,000	<u>5.80</u>		
2010	420,000	<u>5.85</u>		
2011	445,000	<u>5.90</u>		
2012	470,000	<u>5.95</u>		
2013	500,000	<u>6.00</u>		
2014	530,000	<u>6.00</u>		

The consecutive amortization installments checked above, if any, shall be applied for mandatory redemption of Term Bonds maturing July 1, of the following year in the following principal amount and bearing interest as follows:

\$ 1,030,000 Term Bonds maturing on July 1, 2014 at 6 % per annum
\$ _____ Term Bonds maturing on July 1, _____ at _____ % per annum

Our calculation, but not constituting any part of the foregoing, of the total interest cost is \$ 4,626,412⁵⁰, and of the true interest cost is 5.1491%.

This bid is submitted in accordance with and subject to all provisions contained in the official Notice of Bond Sale dated June 9, 1994 and incorporated herein by reference.

A certified or bank cashier's check or financial surety bond in the sum of \$75,000 payable to the City of Bellevue is attached hereto, which check is to be returned to us if this bid is not accepted. If this bid is accepted, said check shall be cashed and the proceeds may be invested and retained by the City Treasurer and when the Bonds are delivered and paid for under the terms of this bid, shall be considered as an advance part payment thereof, or shall be retained as and for liquidated damages in case we fail to take up any and pay for the Bonds at the price agreed upon under the terms of this bid.

Respectfully submitted this 20th day of June, 1994.

By: SEAFIRST BANK [Signature]
For: _____

Good Faith check returned and receipt thereof acknowledged.

Signed: _____
For: _____