

OFFICIAL NOTICE OF SALE

KING COUNTY, WASHINGTON  
LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTES

<b>\$9,640,000*</b> <b>2009, SERIES A</b> ____% CUSIP NO. _____	<b>\$17,710,000*</b> <b>2009, SERIES B (TAXABLE)</b> ____% CUSIP NO. _____
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Separate electronic bids for the Limited Tax General Obligation Bond Anticipation Notes, 2009, Series A (the "Series A Notes"), and the Limited Tax General Obligation Bond Anticipation Notes, 2009, Series B (Taxable) (the "Series B Notes"), of King County, Washington (the "County"), will be received via *PARITY* in the manner described below on:

DECEMBER 14, 2009, AT

**SERIES A NOTES: 9:00 A.M., PACIFIC TIME,**

**SERIES B NOTES: 9:30 A.M., PACIFIC TIME,**

or at such later date or time as may be established by the King County Finance Director (the "Finance Director") and communicated through TM3, the Bond Buyer Wire or the Bloomberg News Network not less than 18 hours prior to the time bids are to be received, for the purchase of the Notes. All bids received with respect to the Notes will be considered by the Metropolitan King County Council (the "County Council") at its regularly scheduled meeting on the day bids are received. If the County accepts a bid for either series of the Notes, it will be awarded to the successful bidder and its terms will be approved by the County Council at such meeting.

The Series A Notes and the Series B Notes are referred to together in this Official Notice of Sale as the "Notes."

Each series of the Notes will be sold on an all-or-none basis. Bidders who choose to bid on more than one series of the Notes must submit a separate bid for each series. Bids for each series of the Notes must be submitted electronically via *PARITY* in accordance with its Rules of Participation and this notice, and no bid will be received after the time for receiving bids specified above. For further information about *PARITY*, potential bidders may contact the County's financial advisor, Seattle-Northwest Securities Corporation, at (206) 628-2882, or *PARITY* at (212) 849-5021.

By submitting an electronic bid for any series of the Notes, each bidder hereby agrees to the following terms and conditions:

- (i) If any provision in this Official Notice of Sale conflicts with information or terms provided or required by *PARITY*, this Official Notice of Sale, including any amendments issued by public wire, shall control.
- (ii) Bids may only be submitted via *PARITY*. The bidder is solely responsible for making necessary arrangements to access *PARITY* for purposes of submitting a bid timely and in compliance with the requirements of this Official Notice of Sale.
- (iii) The County shall have no duty or obligation to provide or assure access to *PARITY*, and shall not be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, use of *PARITY*.
- (iv) The County is using *PARITY* as a communication mechanism, and not as an agent of the County.

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\* Preliminary, subject to change.

- (v) Upon acceptance of a bid by the County, this Official Notice of Sale and the information that is electronically transmitted through *PARITY* shall form a contract between the bidder and the County.

If all bids for any series of the Notes are rejected, the Finance Director may fix a new date and time for the receipt of bids for such series of the Notes by giving notice communicated through TM3, the Bond Buyer Wire or the Bloomberg News Network not less than 18 hours prior to such new date and time. Any notice specifying a new date and/or time for the receipt of bids, following the rejection of bids received or otherwise, shall be considered an amendment to this Official Notice of Sale.

A copy of the County's Preliminary Official Statement (with the Official Notice of Sale), dated December 4, 2009, and further information regarding the details of the Notes may be obtained from i-Deal Prospectus, a service of i-Deal LLC, at [www.i-dealprospectus.com](http://www.i-dealprospectus.com), or upon request to the King County Finance Director, Sixth Floor, King County Administration Building, 500 Fourth Avenue, Seattle, Washington 98104 (telephone: (206) 296-1168), or the County's financial advisor, Seattle-Northwest Securities Corporation, 1420 Fifth Avenue, Suite 4300, Seattle, Washington 98101 (telephone: (206) 628-2882).

#### **Description of the Notes**

The Notes will be dated the date of their initial delivery. Interest on the Notes will be payable only at maturity. The Notes are not subject to redemption prior to maturity.

The Notes are issuable only as fully registered notes and when issued will be registered in the name of Cede & Co. as Note owner and nominee for DTC. DTC will act as securities depository for the Notes. Purchases of the Notes 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 Notes purchased. The principal of and interest on the Notes are payable by the fiscal agency for the State of Washington in New York, New York, currently The Bank of New York Mellon (the "Registrar"), 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 Notes.

#### **Security**

The Notes are general obligations of the County. The County has irrevocably covenanted that, for as long as any of the Notes are outstanding and unpaid, it will include in its budget and levy an *ad valorem* tax within the constitutional and statutory tax limitations provided by law without a vote of the people upon all property within the County subject to taxation in an amount that will be sufficient, together with bond proceeds and all other revenues, taxes and money of the County legally available for such purposes, to pay the principal of and interest on the Notes as the same will become due. The County has irrevocably pledged its full faith, credit and resources for the annual levy and collection of such taxes and the prompt payment of the principal and interest on the Notes as the same shall become due.

The County always has met principal and interest payments on outstanding bonds and notes when due.

#### **Bidding Information**

Bidders are invited to submit separate bids for the purchase of either or both series of the Notes fixing the interest rate that the Notes of each series will bear. The interest rates bid shall be in a multiple of 1/8 or 1/20 of one percent. Bids shall be without condition and shall be only submitted electronically via *PARITY*.

No bid will be considered for the Series A Notes that is less than an amount equal to 99 percent of the par value of the Series A Notes nor more than an amount equal to 104 percent of the par value of the Series A Notes, or for less than the entire offering of the Series A Notes.

No bid will be considered for the Series B Notes that is less than an amount equal to 99 percent of the par value of the Series B Notes nor more than an amount equal to 104 percent of the par value of the Series B Notes, or for less than the entire offering of the Series B Notes.

Bidders are requested to provide a list of any syndicate members with their bids or within 24 hours of submitting their bids. The County strongly encourages the inclusion of women and minority business enterprise firms in bidding syndicates.

#### **Adjustment of Par Amount After Award**

The County reserves the right to increase or decrease the total par amount of the Series A Notes by ten percent of the total par amount of the Series A Notes, and to increase or decrease the total par amount of the Series B Notes by ten percent of the total par amount of the Series B Notes following the opening of the bids.

The price bid by the successful bidder for each series of the Notes will be adjusted by the County on a proportionate basis to reflect an increase or decrease in the principal amount of such series of the Notes within 24 hours of the bid opening. The County will not be responsible in the event and to the extent that any adjustment affects the net compensation to be realized by the successful bidder of any series of the Notes.

#### **Good Faith Deposit**

The successful bidder for the applicable series of the Notes shall deliver a good faith deposit in the amount of \$90,000 with respect to the Series A Notes and \$170,000 with respect to the Series B Notes, to the King County Treasury Section by no later than 90 minutes following the successful bidder's receipt of the verbal award. The good faith deposit may be paid in either of the following ways:

- (i) By federal funds wire transfer. Wiring instructions will be provided on Parity.
- (ii) By delivering a certified or bank cashier's check made payable to the order of the King County Director of Finance and Business Operations Division at the following address: King County Administration Building, Room 610, 500 4th Avenue, Seattle, Washington.

The good faith deposit of the successful bidder of each series of the Notes will be retained by the County as security for the performance of such bid, and will be applied to the purchase price of such series of the Notes on the delivery of such series of the Notes to the successful bidder. Pending delivery of the Notes, the good faith deposit for each series of the Notes may be invested for the sole benefit of the County.

If the Notes of a series are ready for delivery and the successful bidder fails to complete the purchase of such series of the Notes within 30 days following the acceptance of its bid, the good faith deposit will be forfeited to the County, and, in that event, the County Council may accept the next best bid or call for additional proposals.

#### **Insurance**

Bids for the Notes shall not be conditioned upon obtaining insurance or any other credit enhancement. If the Notes qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of a bidder, 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 the Notes resulting by reason of such insurance, unless otherwise paid, shall be paid by such bidder. Any failure of the Notes to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Notes.

#### **Award**

Each series of the Notes will be sold to the bidder making a bid for such series of the Notes that conforms to the terms of the offering and that, on the basis of the lowest net interest cost, is the best bid. For the purpose of comparing bids only, the interest rate bid being controlling, each bid shall state the net interest cost of the bid determined in the manner hereinafter stated. The net interest cost will be equal to the total interest cost plus any premium and minus any discount, divided by the bond year dollars.

If there are two or more equal bids for a series of the Notes and those bids are the best bids received, the County Council will determine by lot which bid will be accepted. The County reserves the right to reject any or all bids submitted and to waive any formality in the bidding or bidding process and, if all bids for an offering

are rejected, such series of the Notes may be readvertised for sale in the manner provided by law and as provided above.

### **Issue Price Information**

Upon award of the Notes, the successful bidder for each series of the Notes shall advise the County and Bond Counsel of the initial reoffering prices to the public of such series of the Notes (the "Initial Reoffering Prices"). Simultaneously with or before delivery of each series of the Notes, the successful bidder for each series of the Notes shall furnish to the County and Bond Counsel a certificate in form and substance acceptable to Bond Counsel:

- (i) confirming the applicable Initial Reoffering Price,
- (ii) certifying that a *bona fide* offering of the applicable series of the Notes has been made to the public (excluding bond houses, brokers and other intermediaries),
- (iii) stating the prices at which a substantial amount (at least ten percent) of such series of the Notes was sold to the public (excluding bond houses, brokers and other intermediaries),
- (iv) stating the price at which any portion of the Notes that remains unsold at the date of closing would have been sold on the date the Notes were awarded, and
- (v) stating the offering price of each portion of the Notes sold to institutional or other investors at discount.

### **Delivery**

The County will deliver the Notes (consisting of one word-processed certificate for each series of the Notes) to DTC in New York, New York, or to the Registrar on behalf of DTC by Fast Automated Securities Transfer, prior to the date of closing. Closing shall occur within 40 days after the sale date. Settlement shall be in federal funds available in Seattle, Washington, on the date of delivery. Delivery is expected to be December 29, 2009.

It is understood that if, prior to the delivery of the Series A Notes, the interest receivable by the owners of the Series A Notes becomes includable in gross income for federal income tax purposes, or becomes subject to federal income tax other than as described in this Preliminary Official Statement for the Notes, the successful bidder for the Series A Notes, at its option, may be relieved of its obligation to purchase the Series A Notes, and in that case the good faith deposit accompanying its bid will be returned without interest.

The approving legal opinion of Gottlieb Fisher PLLC, Seattle, Washington, Bond Counsel, will be provided to the purchaser(s) at the time of the delivery of the Notes. Bond Counsel's opinion will express no opinion concerning the accuracy, completeness or sufficiency of this Preliminary Official Statement or other offering material relating to the Notes, nor will there be an opinion of Bond Counsel relating to the undertaking of the County to provide ongoing disclosure pursuant to SEC Rule 15c2-12. A no-litigation certificate will be included in the closing papers of the Notes.

### **CUSIP Numbers**

It is anticipated that a CUSIP identification number will be printed on each series of the Notes, but neither the failure to print such numbers on the Notes nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser of the Notes thereof to accept delivery of and pay for the Notes in accordance with the terms of this Official Notice of Sale.

*The County's financial advisor is responsible for obtaining CUSIP numbers for the Notes, and the charge of the CUSIP Bureau will be paid by the County.*

### **Ongoing Disclosure Undertaking**

To assist bidders in complying with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the Sale Motion, to provide certain annual financial information and notices of the occurrence of certain events, if

material. A description of this undertaking is set forth in this Preliminary Official Statement and will also be set forth in the final Official Statement.

**Official Statement**

This Preliminary Official Statement is in a form deemed final by the County for the purpose of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final Official Statement, which the County will deliver, at the expense of the County, to the purchaser(s) not later than seven business days after the County's acceptance of the purchaser's bid. The County will deliver no more than 100 copies of the final Official Statement to the purchaser of each series of the Notes. Additional copies will be provided at the purchaser's expense.

By submitting the successful proposal, each purchaser's designated senior representative agrees to file, or cause to be filed, within one business day following the receipt from the County, the final Official Statement with each nationally recognized municipal securities information repository designated by the Securities and Exchange Commission.

At the time of the delivery of the Notes, one or more officials of the County will furnish a certificate stating that to the best of his or her knowledge and belief at the time of the acceptance of the bids for and at the time of delivery of the Notes, this Official Statement and information furnished by the County supplemental thereto did not and do not contain any untrue statements of material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in any material respect.

The County will advise the purchasers of the Notes, by written notice, of any "developments that impact the accuracy and completeness of the key presentations" (within the meaning of Rule 15c2-12) contained in the final Official Statement, which may occur during the period commencing on the date of the acceptance by the County of the successful proposal and ending on the 90th day next following that date of acceptance, unless the final Official Statement has been filed with each municipal securities information repository, in which event such period will end on the 25th day.

DATED at Seattle, Washington, this 4th day of December, 2009.

\_\_\_\_\_/s/\_\_\_\_\_  
Clerk of the Metropolitan King County Council