

**CITY OF SEATTLE**  
**ORDINANCE 126482**  
**COUNCIL BILL 120197**

AN ORDINANCE relating to the drainage and wastewater system of The City of Seattle; adopting a system or plan of additions and betterments to and extensions of the existing drainage and wastewater system; authorizing the issuance and sale of drainage and wastewater revenue bonds in one or more series for the purposes of paying part of the cost of carrying out that system or plan, providing for the reserve requirement, and paying the costs of issuance of the bonds; providing parameters for the bond sale terms including conditions, covenants, and other sale terms; describing the lien of those bonds; amending certain definitions set forth in Ordinance 125455, the Omnibus Refunding Ordinance; authorizing the issuance of drainage and wastewater system refunding revenue bonds; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (the “City”) owns, maintains, and operates a system of sanitary sewerage and storm and surface water drainage as part of Seattle Public Utilities (the “Drainage and Wastewater System”), which Drainage and Wastewater System has from time to time required various additions, improvements, betterments, and extensions; and

WHEREAS, the City desires to acquire and construct a system or plan of further additions, improvements, and betterments to, and extensions of the Drainage and Wastewater System (the “Plan of Additions”) as described in this ordinance, and has a need to borrow funds to pay a portion of the costs of carrying out such Plan of Additions; and

WHEREAS, the City currently has outstanding certain drainage and wastewater revenue bonds (as identified in Exhibit A to this ordinance, the “Outstanding Parity Bonds”). Pursuant to the ordinances authorizing their issuance (the “Outstanding Parity Bond Ordinances”), the City has reserved the right to issue additional bonds (“Future Parity Bonds”) having a charge and lien on the net revenue of the Drainage and Wastewater System on a parity of lien with those Outstanding Parity Bonds, and is permitted to issue such Future Parity Bonds upon satisfaction of certain conditions (the “Parity Conditions”); and

1 WHEREAS, the City has determined that it is in the best interest of the City and its ratepayers to  
2 authorize the issuance and sale, subject to the provisions of this ordinance, of drainage  
3 and wastewater revenue bonds as Parity Bonds to pay part of the cost of carrying out the  
4 Plan of Additions, to provide for the reserve requirement, and to pay the costs of issuance  
5 of those bonds; NOW, THEREFORE,

6 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

7 Section 1. **Definitions**. In this ordinance, the following capitalized terms shall have the  
8 meanings set forth in this section:

9 “**Accreted Value**” means with respect to any Capital Appreciation Bond (a) as of any  
10 Valuation Date, the amount determined for such Valuation Date in accordance with the  
11 applicable Parity Bond Documents, and (b) as of any date other than a Valuation Date, the sum  
12 of (i) the Accreted Value on the preceding Valuation Date and (ii) the product of (A) a fraction,  
13 the numerator of which is the number of days having elapsed from the preceding Valuation Date  
14 and the denominator of which is the number of days from such preceding Valuation Date to the  
15 next succeeding Valuation Date, calculated based on the assumption that Accreted Value accrues  
16 during any semiannual period in equal daily amounts on the basis of a year of 12 30-day months,  
17 and (B) the difference between the Accreted Values for such Valuation Dates.

18 “**Adjusted Annual Debt Service**” for any fiscal year means Annual Debt Service minus  
19 (a) an amount equal to ULID Assessments due in that year and not delinquent, (b) an amount  
20 equal to earnings from investments in the Reserve Subaccount, and (c) Annual Debt Service  
21 provided for by Parity Bond proceeds.

22 “**Adjusted Gross Revenue**” means, for any period, Gross Revenue (a) plus withdrawals  
23 from the Rate Stabilization Account made during that period, and (b) minus ULID Assessments,

1 earnings from investments in the Reserve Subaccount, and deposits into the Rate Stabilization  
2 Account made during that period.

3 **“Adjusted Net Revenue”** means Adjusted Gross Revenue less Operating and  
4 Maintenance Expense.

5 **“Annual Debt Service”** for any calendar year means the sum of the amounts required in  
6 such calendar year to pay the interest due in such calendar year on all Parity Bonds outstanding,  
7 excluding interest to be paid from the proceeds of the sale of Parity Bonds or other bonds; the  
8 principal of all outstanding Serial Bonds due in such calendar year; and the Sinking Fund  
9 Requirement, if any, for such calendar year. Additionally, for purposes of calculating and  
10 determining compliance with the Coverage Requirement, the Reserve Requirement and the  
11 conditions for the issuance of Future Parity Bonds and/or entering into Parity Payment  
12 Agreements, the following shall apply:

13 (a) **Calculation of Interest Due -- Generally.** Except as otherwise provided below,  
14 interest on any series of Parity Bonds shall be calculated based on the actual amount of accrued,  
15 accreted, or otherwise accumulated interest that is payable in respect of that series taken as a  
16 whole, at the rate or rates set forth in the applicable Parity Bond Documents.

17 (b) **Capital Appreciation Bonds.** For purposes of this definition, the principal and  
18 interest portions of the Accreted Value of Capital Appreciation Bonds becoming due at maturity  
19 or by virtue of a Sinking Fund Requirement shall be included in the calculations of accrued and  
20 unpaid and accruing interest or principal in such manner and during such period of time as is  
21 specified in the Parity Bond Documents applicable to such Capital Appreciation Bonds.

22 (c) **Variable Interest Rate Bonds.** The amount of interest deemed to be payable on any  
23 series of Variable Interest Rate Bonds shall be calculated on the assumption that the interest rate

1 on those bonds would be equal to the rate that is 90 percent of the average RBI during the four  
2 calendar quarters preceding the quarter in which the calculation is made.

3           **(d) Interest on Parity Bonds With Respect to Which a Payment Agreement is in**  
4 **Force.** Debt service on Parity Bonds with respect to which a Payment Agreement is in force  
5 shall be based on the net economic effect on the City expected to be produced by the terms of the  
6 Parity Bonds and the terms of the Payment Agreement. For example, if the net economic effect  
7 of the Payment Agreement and a series of Parity Bonds otherwise bearing interest at a variable  
8 rate is to produce an obligation bearing interest at a fixed interest rate, the relevant series of  
9 bonds shall be treated as fixed interest rate bonds. And if the net economic effect of the Payment  
10 Agreement and a series of Parity Bonds otherwise bearing interest at a fixed rate is to produce an  
11 obligation bearing interest at a variable interest rate, the relevant series of bonds shall be treated  
12 as Variable Interest Rate Bonds.

13           Accordingly, the amount of interest deemed to be payable on any Parity Bonds with  
14 respect to which a Payment Agreement is in force shall be an amount equal to the amount of  
15 interest that would be payable at the rate or rates stated in or determined pursuant to the  
16 applicable Parity Bond Documents, plus Payment Agreement Payments, minus Payment  
17 Agreement Receipts. For the purposes of calculating as nearly as practicable Payment  
18 Agreement Receipts and Payment Agreement Payments under a Payment Agreement that  
19 includes a variable rate component determined by reference to a pricing mechanism or index that  
20 is not the same as the pricing mechanism or index used to determine the variable rate interest  
21 component on the Parity Bonds to which the Payment Agreement is related, it shall be assumed  
22 that the fixed rate used in calculating Payment Agreement Payments will be equal to 105 percent  
23 of the fixed rate specified by the Payment Agreement and that the pricing mechanism or index

1 specified by the Payment Agreement is the same as the pricing mechanism or index specified by  
2 the applicable Parity Bond Documents. Notwithstanding the other provisions of this definition,  
3 the City shall not be required to (but may in its discretion) take into account in determining  
4 Annual Debt Service the effects of any Payment Agreement that has a term of ten years or less.

5 **(e) Parity Payment Agreements.** For any period during which Payment Agreement  
6 Payments on a Parity Payment Agreement are taken into account in determining Annual Debt  
7 Service on related Parity Bonds under paragraph (d) of this definition, no additional debt service  
8 shall be taken into account with respect to that Parity Payment Agreement. However, for any  
9 Parity Payment Agreement during a period in which Payment Agreement Payments are not taken  
10 into account under paragraph (d) because the Parity Payment Agreement is not then related to  
11 any outstanding Parity Bonds, payments on that Parity Payment Agreement shall be taken into  
12 account by assuming:

13 **(i) If City is Obligated to Make Payments Based on Fixed Rate.** If the City is  
14 obligated to make Payment Agreement Payments based on a fixed rate and the Qualified  
15 Counterparty is obligated to make payments based on a variable rate index, it shall be assumed  
16 that payments by the City will be based on the assumed fixed payor rate, and that payments by  
17 the Qualified Counterparty will be based on a rate equal to the average rate determined by the  
18 variable rate index specified by the Parity Payment Agreement during the four calendar quarters  
19 preceding the quarter in which the calculation is made.

20 **(ii) If City is Obligated to Make Payments Based on Variable Rate Index.** If  
21 the City is obligated to make Payment Agreement Payments based on a variable rate index and  
22 the Qualified Counterparty is obligated to make payments based on a fixed rate, it shall be  
23 assumed that payments by the City will be based on a rate equal to the average rate determined

1 by the variable rate index specified by the Parity Payment Agreement during the four calendar  
2 quarters preceding the quarter in which the calculation is made, and that the Qualified  
3 Counterparty will make payments based on the fixed rate specified by the Parity Payment  
4 Agreement.

5 (f) **Balloon Bonds.** *Upon the Reserve Covenant Date, the following shall become*  
6 *effective:* For purposes of calculating debt service on any Balloon Bonds, the City may assume  
7 that the principal of those Balloon Bonds, together with interest thereon at a rate equal to the  
8 assumed RBI-based rate set forth in subsection (c) of this definition, will be amortized in equal  
9 annual installments over a term of 30 years.

10 (g) **Adjustments for Defeased Bonds.** For purposes of calculating and determining  
11 compliance with the Coverage Requirement, the Reserve Requirement, and the Parity  
12 Conditions, Annual Debt Service shall be adjusted as set forth in subsection 21(d) of this  
13 ordinance.

14 “**Authorized Denomination**” means \$5,000 or any integral multiple thereof within a  
15 maturity of a Series, or such other minimum authorized denominations as may be specified in the  
16 applicable Bond Documents.

17 “**Average Annual Debt Service**” means, at the time of calculation, the sum of the  
18 Annual Debt Service remaining to be paid to the last scheduled maturity of the applicable series  
19 of Parity Bonds divided by the number of years such bonds are scheduled to remain outstanding.

20 “**Balloon Bonds**” means any series of Parity Bonds, the aggregate principal amount  
21 (including Sinking Fund Requirements) of which becomes due and payable in any calendar year  
22 in an amount that constitutes 25 percent or more of the initial aggregate principal amount of such  
23 series of Parity Bonds.

1           **“Beneficial Owner”** means, with regard to a Bond, the owner of any beneficial interest  
2 in that Bond.

3           **“Bond Counsel”** means a lawyer or a firm of lawyers, selected by the City, of nationally  
4 recognized standing in matters pertaining to bonds issued by states and their political  
5 subdivisions.

6           **“Bond Documents”** means (a)(i) with respect to any Series of the Bonds, this ordinance  
7 (including any amendatory or supplemental ordinances), and (ii) with respect to a series of Parity  
8 Bonds other than a Series of the Bonds, the applicable Parity Bond Ordinance(s); (b) the  
9 authenticated bond form; and (c) the written agreement(s) setting forth the Bond Sale Terms and  
10 additional terms, conditions, or covenants pursuant to which such bond was issued and sold, as  
11 set forth in any one or more of the following (if any): (i) a sale resolution, (ii) a bond purchase  
12 contract (as defined in the applicable authorizing ordinance), (iii) a bond indenture or a fiscal  
13 agent or paying agent agreement (other than the State fiscal agency contract), and (iv) a direct  
14 purchase or continuing covenant agreement.

15           **“Bond Insurance”** means any municipal bond insurance policy, guaranty, surety bond,  
16 or similar credit enhancement device providing for or securing the payment of all or part of the  
17 principal of and interest on any Parity Bonds, issued by an insurance company licensed to  
18 conduct an insurance business in any state of the United States (or by a service corporation  
19 acting on behalf of one or more such insurance companies), or by any other financial institution  
20 qualified to provide such credit enhancement device.

21           **“Bond Purchase Contract”** means a written offer to purchase a Series of the Bonds,  
22 pursuant to certain Bond Sale Terms, which offer has been accepted by the City in accordance  
23 with this ordinance. In the case of a competitive sale, the Purchaser’s bid for a Series, together

1 with the official notice of sale and a Pricing Certificate confirming the Bond Sale Terms, shall  
2 comprise the Bond Purchase Contract.

3       **“Bond Register”** means the books or records maintained by the Bond Registrar for the  
4 purpose of registering ownership of each Bond.

5       **“Bond Registrar”** means the Fiscal Agent (unless the Director of Finance appoints a  
6 different person to act as bond registrar with respect to a particular Series), or any successor  
7 bond registrar selected in accordance with the Registration Ordinance.

8       **“Bond Sale Terms”** means the terms and conditions for the sale of a Series of the Bonds  
9 approved by the Director of Finance consistent with the parameters set forth in Section 5 of this  
10 ordinance, including the amount, date or dates, denominations, interest rate or rates (or  
11 mechanism for determining the interest rate or rates), payment dates, final maturity, redemption  
12 rights, price, and other terms, conditions or covenants. In connection with a negotiated sale or  
13 private placement, the Bond Sale Terms shall be set forth in the Bond Purchase Contract; in  
14 connection with a competitive sale, the Bond Sale Terms shall be set forth in a Pricing  
15 Certificate.

16       **“Bonds”** means the Drainage and Wastewater System revenue bonds issued pursuant to  
17 this ordinance.

18       **“Book-Entry Form”** means a fully registered form in which physical bond certificates  
19 are registered only in the name of the Securities Depository (or its nominee), as Registered  
20 Owner, with the physical bond certificates held by and immobilized in the custody of the  
21 Securities Depository (or its designee), where the system for recording and identifying the  
22 transfer of the ownership interests of the Beneficial Owners in those Bonds is neither maintained  
23 by nor the responsibility of the City or the Bond Registrar.



1           **“Capital Appreciation Bond”** means any Parity Bond, all or a portion of the interest on  
2 which is compounded and accumulated at the rates or in the manner, and on the dates, set forth in  
3 the applicable Bond Documents and is payable only upon redemption or on the maturity date of  
4 such Parity Bond. A Parity Bond that is issued as a Capital Appreciation Bond, but which later  
5 converts to an obligation on which interest is paid periodically, shall be a Capital Appreciation  
6 Bond until the conversion date and thereafter shall no longer be a Capital Appreciation Bond, but  
7 shall be treated as having a principal amount equal to its Accreted Value on the conversion date.  
8 For purposes of computing the principal amount of Parity Bonds held by the Owner of any  
9 Capital Appreciation Bond in connection with any notice, consent, request, or demand, the  
10 principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value at the  
11 time that such notice, consent, request, or demand is given or made.

12           **“Capital Improvement Program”** or **“CIP”** means those portions of the City’s “2021-  
13 2026 Capital Improvement Program” relating to the Drainage and Wastewater System, adopted  
14 by Ordinance 126237, together with any previously adopted Capital Improvement Program of  
15 the City. For purposes of this ordinance, the CIP includes all amendments, updates, supplements  
16 or replacements that may be adopted from time to time by ordinance.

17           **“City”** means The City of Seattle.

18           **“City Council”** means the City Council of the City, as duly and regularly constituted  
19 from time to time.

20           **“Code”** means the Internal Revenue Code of 1986, or any successor thereto, as it has  
21 been and may be amended from time to time, and regulations thereunder.

22           **“Construction Account”** means the Drainage and Wastewater Construction Account,  
23 2022, created in the Drainage and Wastewater Fund by this ordinance.

1           **“Continuing Disclosure Agreement”** means, for each Series sold in an offering subject  
2 to federal securities regulations requiring a written undertaking to provide continuing disclosure,  
3 a continuing disclosure agreement entered into pursuant to Section 23 of this ordinance, in  
4 substantially the form attached to this ordinance as Exhibit B.

5           **“Contract Resource Obligation”** means an obligation of the City that is designated as a  
6 Contract Resource Obligation and is entered into in accordance with Section 20 of this  
7 ordinance.

8           **“Coverage Requirement”** means Adjusted Net Revenue equal to at least 1.25 times  
9 Adjusted Annual Debt Service on all Parity Bonds then outstanding.

10           **“Covered Parity Bonds”** means all Outstanding Parity Bonds, each Series of the Bonds,  
11 and each series of Future Parity Bonds. *From and after the Reserve Covenant Date, the term*  
12 *“Covered Parity Bonds” shall exclude each series of Parity Bonds for which the Bond Sale*  
13 *Terms provide that, from and after the Reserve Covenant Date, such series shall no longer be*  
14 *treated as a series of Covered Parity Bonds and shall no longer be secured by the amounts in*  
15 *the Reserve Subaccount.*

16           **“DTC”** means The Depository Trust Company, New York, New York.

17           **“Defeasible Bonds”** means any outstanding Parity Bonds that are eligible to be defeased  
18 pursuant to the Omnibus Defeasance Ordinance.

19           **“Director of Finance”** or **“Director”** means the Director of the Finance Division of the  
20 Department of Finance and Administrative Services, or any other officer who succeeds to  
21 substantially all of the responsibilities of that office.

1           **“Drainage and Wastewater Fund”** means the fund created by Ordinance 84390 and  
2 later renamed by Ordinance 114155, into which is paid the Gross Revenue of the Drainage and  
3 Wastewater System.

4           **“Drainage and Wastewater System”** means the drainage and wastewater system of the  
5 City, including the sanitary sewerage and storm and surface water drainage systems, as it now  
6 exists (except properties, interests, and rights under the jurisdiction of the City’s Parks and  
7 Recreation Department, Seattle Center Department, Seattle Public Utilities Water System, City  
8 Light Department, and Department of Finance and Administrative Services), and all additions  
9 thereto and betterments and extensions thereof at any time made, together with any utility  
10 systems of the City hereafter combined with the Drainage and Wastewater System. The Drainage  
11 and Wastewater System shall not include any separate utility system that may be created,  
12 acquired or constructed by the City as provided in Section 19 of this ordinance.

13           **“Event of Default”** has the meaning assigned to that term in subsection 25(a) of this  
14 ordinance.

15           **“Fiscal Agent”** means the fiscal agent of the State, as the same may be designated by the  
16 State from time to time.

17           **“Future Parity Bond Ordinance”** means any ordinance passed by the City Council  
18 providing for the issuance and sale of a series of Future Parity Bonds, and any other ordinance  
19 amending or supplementing the provisions of any such ordinance.

20           **“Future Parity Bonds”** means, with reference to any Series, all revenue bonds and  
21 obligations of the Drainage and Wastewater System (other than that Series and any other Parity  
22 Bonds then outstanding) issued or entered into after the Issue Date of such Series, the payment of  
23 which constitutes a charge and lien on Net Revenue equal in priority with the charge and lien

1 upon such revenue for the payment of the amounts required to be paid into the Parity Bond  
2 Account in accordance with Section 15 of this ordinance. Future Parity Bonds may include  
3 Parity Payment Agreements and any other obligations issued in compliance with the Parity  
4 Conditions.

5           **“Government Obligations”** means, unless otherwise limited in the Bond Documents for  
6 a particular Series of the Bonds, any government obligation as that term is defined in RCW  
7 39.53.010, as amended at any time.

8           **“Gross Revenue”** means (a) all income, revenues, receipts and profits derived by the  
9 City through the ownership and operation of the Drainage and Wastewater System; (b) the  
10 proceeds received by the City directly or indirectly from the sale, lease or other disposition of  
11 any of the properties, rights or facilities of the Drainage and Wastewater System; (c) Payment  
12 Agreement Receipts, to the extent that such receipts are not offset by Payment Agreement  
13 Payments; and (d) the investment income earned on money held in any fund or account of the  
14 City, including any bond redemption funds and the accounts therein, in connection with the  
15 ownership and operation of the Drainage and Wastewater System. Gross Revenue does not  
16 include: (a) income derived from investments irrevocably pledged to the payment of any  
17 defeased bonds payable from Gross Revenue; (b) investment income set aside for or earned on  
18 money in any fund or account created or maintained solely for the purpose of complying with the  
19 arbitrage rebate provisions of the Code; (c) any gifts, grants, donations or other funds received  
20 by the City from any State or federal agency or other person if such gifts, grants, donations or  
21 other funds are the subject of any limitation or reservation imposed by the donor or grantor or  
22 imposed by law or administrative regulation to which the donor or grantor is subject, limiting the  
23 application of such funds in a manner inconsistent with the application of Gross Revenue

1 hereunder; (d) the proceeds of any borrowing for capital improvements (or the refinancing  
2 thereof); (e) the proceeds of any liability or other insurance, including but not limited to  
3 insurance proceeds compensating the City for the loss of a capital asset, but excluding business  
4 interruption insurance or other insurance of like nature insuring against the loss of revenues;  
5 (f) general *ad valorem* taxes, excise taxes and special assessments (other than ULID  
6 Assessments), including interest and penalties thereon; and (g) earnings of any separate utility  
7 system that may be created, acquired, or constructed by the City pursuant to Section 19 of this  
8 ordinance.

9           **“Independent Utility Consultant”** means an independent person or firm having a  
10 favorable reputation for skill and experience with drainage and wastewater systems of  
11 comparable size and character to the Drainage and Wastewater System in such areas as are  
12 relevant to the purpose for which they were retained.

13           **“Issue Date”** means, with respect to a Bond, the initial date on which that Bond is issued  
14 and delivered to the initial Purchaser in exchange for its purchase price.

15           **“Letter of Representations”** means the Blanket Issuer Letter of Representations  
16 between the City and DTC dated October 4, 2006, as it may be amended from time to time, or an  
17 agreement with a substitute or successor Securities Depository.

18           **“MSRB”** means the Municipal Securities Rulemaking Board.

19           **“Maximum Annual Debt Service”** means, at the time of calculation, the maximum  
20 amount of Annual Debt Service that shall become due in the current calendar year or in any  
21 future calendar year with respect to the Parity Bonds then outstanding.

22           **“Net Revenue”** means, for any period, Gross Revenue less Operating and Maintenance  
23 Expense.

1           **“Omnibus Defeasance Ordinance”** means Ordinance 126223, as amended at any time,  
2 authorizing the defeasance of Defeasible Bonds (as such ordinance may be amended from time  
3 to time) or any future ordinance pursuant to which the Bonds (or any Series of the Bonds) are  
4 designated as Defeasible Bonds.

5           **“Omnibus Refunding Ordinance”** means Ordinance 125455, as amended at any time,  
6 authorizing the issuance of Refunding Parity Bonds (as such ordinance may be amended from  
7 time to time), or any future ordinance pursuant to which the Bonds (or any Series of the Bonds)  
8 are designated as “Refundable Bonds.”

9           **“Operating and Maintenance Expense”** means all expenses incurred by the City in  
10 causing the Drainage and Wastewater System to be operated and maintained in good repair,  
11 working order and condition, including without limitation: (a) deposits, premiums, assessments  
12 or other payments for insurance, if any, on the Drainage and Wastewater System; (b) payments  
13 into pension funds; (c) State-imposed taxes; (d) amounts due under Contract Resource  
14 Obligations in accordance with Section 20 of this ordinance; (e) payments made to another  
15 person or entity for treatment or disposal of sewage or other commodity or service; and (f)  
16 payments with respect to any other expenses of the Drainage and Wastewater System that are  
17 properly treated as Operating and Maintenance Expense under generally accepted accounting  
18 principles applicable to municipal corporations, including payments (other than payments out of  
19 proceeds of Parity Bonds or other obligations not issued to pay current expenses of the Drainage  
20 and Wastewater System) into reasonable reserves for items of operating or maintenance expense  
21 the payment of which is not immediately required. Operating and Maintenance Expense does not  
22 include: depreciation, amortization or other similar recognitions of non-cash expense items made  
23 for accounting purposes only; taxes levied or imposed by the City, or payments in lieu of City

1 taxes; payments of claims or judgments; or capital additions or capital replacements of the  
2 Drainage and Wastewater System.

3 **“Outstanding Parity Bond Ordinances”** means those ordinances authorizing the  
4 issuance and sale of the Outstanding Parity Bonds, as identified in Exhibit A to this ordinance.

5 **“Outstanding Parity Bonds”** means those outstanding Parity Bonds identified in  
6 Exhibit A to this ordinance. When used in reference to a particular date or series of Parity Bonds,  
7 Outstanding Parity Bonds shall mean those Parity Bonds (including any Parity Bonds issued  
8 subsequent to the effective date of this ordinance) that are outstanding as of that date or as of the  
9 issue date of such series.

10 **“Owner”** means, without distinction, the Registered Owner and the Beneficial Owner of  
11 a Bond.

12 **“Parity Bond Account”** means the Drainage and Wastewater Revenue Bond Account,  
13 1990, created by Ordinance 115098 in the Drainage and Wastewater Fund for the purpose of  
14 paying and securing payment of the principal of and interest on Parity Bonds.

15 **“Parity Bond Documents”** means those Bond Documents applicable to a series of Parity  
16 Bonds.

17 **“Parity Bond Ordinance”** means any ordinance passed by the City Council providing  
18 for the issuance and sale of a series of Parity Bonds, and any other ordinance amending or  
19 supplementing the provisions of any Parity Bond Ordinance.

20 **“Parity Bonds”** means the Outstanding Parity Bonds identified in Exhibit A to this  
21 ordinance, each Series of the Bonds, and any Future Parity Bonds then outstanding. Parity Bonds  
22 may include Parity Payment Agreements in accordance with Section 17 of this ordinance.

1           **“Parity Certificate”** means a certificate delivered pursuant to Section 17 of this  
2 ordinance for purposes of satisfying the Parity Conditions in connection with the issuance of  
3 Future Parity Bonds.

4           **“Parity Conditions”** means, (a) for purposes of establishing that a Series of the Bonds  
5 may be issued on parity with the Parity Bonds outstanding as of the Issue Date of such Series,  
6 the conditions for issuing Future Parity Bonds set forth in the Parity Bond Ordinances relating to  
7 those Parity Bonds that are then outstanding; and (b) for purposes of issuing Future Parity Bonds  
8 on parity with a Series of the Bonds, the conditions described in subsection (a) of this definition  
9 together with the conditions set forth in Section 17 of this ordinance.

10           **“Parity Payment Agreement”** means a Payment Agreement entered into in compliance  
11 with the Parity Conditions and under which the City’s payment obligations are expressly stated  
12 to constitute a charge and lien on Net Revenue equal in rank with the charge and lien upon such  
13 Net Revenue required to be paid into the Parity Bond Account to pay and secure the payment of  
14 interest on Parity Bonds. For purposes of determining percentages of ownership of Parity Bonds  
15 under this ordinance or under applicable Parity Bond Documents, Parity Payment Agreements  
16 shall be deemed to have no principal amount, and any notice, consent, or similar rights (if any)  
17 shall be determined only as set forth in the applicable Parity Payment Agreement.

18           **“Payment Agreement”** means a written agreement entered into by the City and a  
19 Qualified Counterparty, as authorized by any applicable laws of the State, for the purpose of  
20 managing or reducing the City’s exposure to fluctuations or levels of interest rates, or for other  
21 interest rate, investment, asset or liability management purposes, and that provides for (i) an  
22 exchange of payments based on interest rates, ceilings, or floors on such payments; (ii) options  
23 on such payments; (iii) any combination of the foregoing; or (iv) any similar device. A Payment



1 Agreement may be entered into on either a current or forward basis. A Payment Agreement must  
2 be entered into in connection with (or incidental to) the issuance, incurring, or carrying of  
3 particular bonds, notes, bond anticipation notes, commercial paper, or other obligations for  
4 borrowed money (which may include leases, installment purchase contracts, or other similar  
5 financing agreements or certificates of participation in any of the foregoing).

6 **“Payment Agreement Payments”** means the amounts periodically required to be paid  
7 by the City to a Qualified Counterparty pursuant to a Payment Agreement.

8 **“Payment Agreement Receipts”** means the amounts periodically required to be paid by  
9 a Qualified Counterparty pursuant to a Payment Agreement.

10 **“Permitted Investments”** means any investments or investment agreements permitted  
11 for the investment of City funds under the laws of the State, as amended from time to time.

12 **“Plan of Additions”** means the CIP, as it may be modified from time to time. The Plan  
13 of Additions includes (a) the purchase and installation of all materials, supplies, appliances,  
14 equipment and facilities; (b) the acquisition of all permits, franchises, property and property  
15 rights, and other capital assets; and (c) all engineering, consulting and other professional services  
16 and studies (whether performed by the City or by other public or private entities), each as  
17 necessary or convenient to carry out the Plan of Additions. The Plan of Additions includes all  
18 amendments, updates, supplements or replacements to the CIP, all of which automatically shall  
19 constitute amendments to the Plan of Additions. The Plan of Additions also may be modified to  
20 include other improvements, without amending the CIP if the City determines by ordinance that  
21 those amendments or other improvements constitute a system or plan of additions to or  
22 betterments or extensions of the Drainage and Wastewater System.

1           **“Pricing Certificate”** means a certificate executed by the Director of Finance as of the  
2 pricing date confirming the Bond Sale Terms for the sale of a Series of Bonds to the Purchaser in  
3 a competitive sale, in accordance with the parameters set forth in Section 5 of this ordinance.

4           **“Principal and Interest Subaccount”** means the subaccount of that name created in the  
5 Parity Bond Account by Ordinance 115098 for the payment of the principal of and interest on  
6 Parity Bonds.

7           **“Purchaser”** means the entity or entities who have been selected by the Director of  
8 Finance in accordance with this ordinance to serve as underwriter, purchaser, or successful  
9 bidder in a sale of any Series.

10           **“Qualified Counterparty”** means a party (other than the City or a party related to the  
11 City) who is the other party to a Payment Agreement, (a)(i) whose senior debt obligations are  
12 rated in one of the three highest rating categories of each Rating Agency (without regard to any  
13 gradations within a rating category), or (ii) whose obligations under the Payment Agreement are  
14 guaranteed for the entire term of the Payment Agreement by a bond insurer or other institution  
15 which has been assigned a credit rating in one of the two highest rating categories of each Rating  
16 Agency; and (b) who is otherwise qualified to act as the other party to a Payment Agreement  
17 under any applicable laws of the State.

18           **“Qualified Insurance”** means any Bond Insurance that, as of the time of issuance of  
19 such credit enhancement device, is provided by an entity rated in one of the two highest rating  
20 categories (without regard to any gradations within a rating category) by at least two nationally  
21 recognized rating agencies.

22           **“Qualified Letter of Credit”** means any letter of credit, standby bond purchase  
23 agreement, or other liquidity facility issued by a financial institution for the account of the City

1 in connection with the issuance of any Parity Bonds, which institution maintains an office,  
2 agency or branch in the United States and, as of the time of issuance of such instrument, is rated  
3 in one of the two highest rating categories (without regard to any gradations within such rating  
4 categories) by at least two nationally recognized rating agencies.

5 **“RBI”** means *The Bond Buyer* Revenue Bond Index or comparable index, or, if no  
6 comparable index can be obtained, 80 percent of the interest rate for actively traded 30-year  
7 United States Treasury obligations.

8 **“Rate Stabilization Account”** means the account of that name previously established by  
9 Section 26 of Ordinance 118974.

10 **“Rating Agency”** means any nationally recognized rating agency then maintaining a  
11 rating on a series of then outstanding Parity Bonds at the request of the City.

12 **“Record Date”** means, unless otherwise defined in the Bond Documents, in the case of  
13 each interest or principal payment date, the Bond Registrar’s close of business on the 15th day of  
14 the month preceding the interest or principal payment date. With regard to redemption of a Bond  
15 prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the  
16 day prior to the date on which the Bond Registrar sends the notice of redemption to the  
17 Registered Owner(s) of the affected Bonds.

18 **“Refundable Bonds”** means Parity Bonds that may be refunded pursuant to the Omnibus  
19 Refunding Ordinance.

20 **“Refunding Parity Bonds”** means Future Parity Bonds that satisfy the applicable Parity  
21 Conditions and are issued pursuant to the Omnibus Refunding Ordinance, or other Future Parity  
22 Bond Ordinance, for the purpose of refunding any Refundable Bonds.

1           **“Registered Owner”** means, with respect to a Bond, the person in whose name that  
2 Bond is registered on the Bond Register. For so long as a Series of the Bonds is in Book-Entry  
3 Form under the Letter of Representations, the Registered Owner of such Series shall mean the  
4 Securities Depository.

5           **“Registration Ordinance”** means Ordinance 111724 establishing a system of  
6 registration for the City’s bonds and other obligations pursuant to Seattle Municipal Code  
7 Chapter 5.10, as amended at any time.

8           **“Reserve Covenant Date”** means the earlier of (a) the date on which the City has  
9 obtained consents of the requisite percentage of Registered Owners of the Parity Bonds then  
10 outstanding, in accordance with the provisions of the applicable Outstanding Parity Bond  
11 Documents; or (b) the date on which all of the following Outstanding Parity Bonds have been  
12 redeemed or defeased: Drainage and Wastewater Revenue Bonds, 2009A (Taxable Build  
13 America Bonds – Direct Payment); Drainage and Wastewater Improvement and Refunding  
14 Revenue Bonds, 2012; Drainage and Wastewater Improvement and Refunding Revenue Bonds,  
15 2014; and Drainage and Wastewater System Improvement and Refunding Revenue Bonds, 2016.

16           **“Reserve Requirement”** means the least of (a) Maximum Annual Debt Service on all  
17 Parity Bonds outstanding at the time of calculation, (b) 1.25 times Average Annual Debt Service  
18 on all Parity Bonds outstanding at the time of calculation, or (c) the sum of 10 percent of the  
19 proceeds of each series of Parity Bonds then outstanding, as of the delivery of each such series.

20 *From and after the Reserve Covenant Date, the Reserve Requirement shall mean the least of*  
21 *(a) Maximum Annual Debt Service on all Covered Parity Bonds outstanding at the time of*  
22 *calculation, or (b) 1.25 times Average Annual Debt Service on all Covered Parity Bonds*  
23 *outstanding at the time of calculation. In no event shall the Reserve Requirement exceed the*

1 *sum of 10 percent of the proceeds of each series of Covered Parity Bonds then outstanding,*  
2 *determined as of the Issue Date of each such series.*

3 **“Reserve Security”** means any Qualified Insurance or Qualified Letter of Credit  
4 obtained by the City to satisfy part or all of the Reserve Requirement, and which is not  
5 cancelable on less than three years’ notice.

6 **“Reserve Subaccount”** means the subaccount of that name created in the Parity Bond  
7 Account by Ordinance 115098 for the purpose of securing the payment of the principal of and  
8 interest on Parity Bonds.

9 **“Rule 15c2-12”** means Rule 15c2-12 promulgated by the SEC under the Securities  
10 Exchange Act of 1934, as amended.

11 **“SEC”** means the United States Securities and Exchange Commission.

12 **“Securities Depository”** means DTC, any successor thereto, any substitute Securities  
13 Depository selected by the City, or the nominee of any of the foregoing. Any successor or  
14 substitute Securities Depository must be qualified under applicable laws and regulations to  
15 provide the services proposed to be provided by it.

16 **“Serial Bonds”** means Parity Bonds maturing in specified years, for which no Sinking  
17 Fund Requirements are mandated.

18 **“Series”** means a series of the Bonds issued pursuant to this ordinance.

19 **“Sinking Fund Account”** means any account created in the Parity Bond Account to  
20 amortize the principal or make mandatory redemptions of Term Bonds.

21 **“Sinking Fund Requirement”** means, for any calendar year, the principal amount and  
22 premium, if any, of Term Bonds required to be purchased, redeemed, paid at maturity or paid

1 into any Sinking Fund Account for such calendar year, as established pursuant to the Bond  
2 Documents relating to such Term Bonds.

3       **“State”** means the State of Washington.

4       **“State Auditor”** means the office of the Auditor of the State or such other department or  
5 office of the State authorized and directed by State law to make audits.

6       **“Tax Credit Subsidy Bond”** means any Taxable Bond that is designated by the City as a  
7 tax credit bond pursuant to the Code, and which is further designated as a “qualified bond” under  
8 Section 6431 or similar provision of the Code, and with respect to which the City is eligible to  
9 claim a Tax Credit Subsidy Payment.

10       **“Tax Credit Subsidy Payment”** means a payment by the federal government with  
11 respect to a Tax Credit Subsidy Bond.

12       **“Tax-Exempt Bond”** means any Parity Bond, the interest on which is intended, as of the  
13 Issue Date, to be excludable from gross income for federal income tax purposes.

14       **“Taxable Bond”** means any Parity Bond, the interest on which is not intended, as of the  
15 Issue Date, to be excludable from gross income for federal income tax purposes.

16       **“Term Bond”** means any Parity Bond that is issued subject to mandatory redemption  
17 prior to its maturity in Sinking Fund Requirements.

18       **“ULID”** means a utility local improvement district of the City created for the acquisition  
19 or construction of additions to and betterments and extensions of the Drainage and Wastewater  
20 System.

21       **“ULID Assessments”** means all assessments levied and collected in a ULID, if and only  
22 if those assessments are pledged to be paid into the Parity Bond Account, in which case they  
23 shall be included in Gross Revenue. ULID Assessments shall include all installments of

1 principal, payments of interest, and penalties and interest on delinquencies, but shall not include  
2 any prepaid assessments paid into a construction fund or account.

3 **“Valuation Date”** means, with respect to any Capital Appreciation Bond, the date or  
4 dates, determined as set forth in the Parity Bond Documents relating to the relevant series of  
5 Parity Bonds, on which specific Accreted Values are assigned to that Capital Appreciation Bond.

6 **“Variable Interest Rate”** means any interest rate that fluctuates during the stated term of  
7 a Parity Bond (or during a stated period during which the Parity Bond is designated as a Variable  
8 Interest Rate Bond), whether due to a remarketing, a market index reset, or other mechanism set  
9 forth in the applicable Bond Documents. The Bond Documents for any Series of the Bonds  
10 bearing interest at a Variable Interest Rate shall set forth: (a) the available method(s) of  
11 computing interest (the “interest rate modes”); (b) the particular period or periods of time (or  
12 manner of determining such period or periods of time) for which each value of such Variable  
13 Interest Rate (or each interest rate mode) shall remain in effect; (c) provisions for conversion  
14 from one interest rate mode to another and for setting or resetting the interest rates; and (d) the  
15 time or times upon which any change in such Variable Interest Rate (or any conversion of  
16 interest rate modes) shall become effective.

17 **“Variable Interest Rate Bond”** means, for any period of time, any Parity Bond that  
18 bears interest at a Variable Interest Rate during that period. A Parity Bond shall not be treated as  
19 a Variable Interest Rate Bond if the net economic effect of: (a) interest rates on a particular series  
20 of Parity Bonds, as set forth in the applicable Bond Documents, and (b) either (i) interest rates on  
21 another series of Parity Bonds issued at substantially the same time, or (ii) a Payment Agreement  
22 related to that particular series of Parity Bonds, is to produce obligations that bear interest at a  
23 fixed rate. A Parity Bond with respect to which a Payment Agreement is in force shall be treated

1 as a Variable Interest Rate Bond if the net economic effect of the Payment Agreement is to  
2 produce an obligation that bears interest at a Variable Interest Rate.

3       Section 2. **Adoption of Plan of Additions.** The City specifies, adopts and orders the  
4 Plan of Additions to be carried out as generally provided for in the documents comprising the  
5 Plan of Additions. The estimated cost of the Plan of Additions, as near as may be determined, is  
6 declared to be \$1,332 million, of which approximately \$88 million is expected to be financed  
7 from proceeds of the Bonds and investment earnings thereon.

8       Section 3. **Authorization of Bonds; Due Regard Finding.**

9       (a) **The Bonds.** The City is authorized to issue Drainage and Wastewater System  
10 revenue bonds, payable from the sources described in Section 13 of this ordinance, in the  
11 maximum principal amount stated in Section 5 of this ordinance to provide funds (a) to pay part  
12 of the cost of carrying out the Plan of Additions; (b) to provide for the Reserve Requirement (if  
13 any); (c) to capitalize interest on (if necessary) and pay the costs of issuance of the Bonds; and  
14 (d) for other Drainage and Wastewater System purposes approved by ordinance. The Bonds may  
15 be issued in one or more Series and may be combined with other Drainage and Wastewater  
16 System revenue bonds (including Refunding Parity Bonds) authorized separately. The Bonds  
17 shall be designated Drainage and Wastewater System Revenue Bonds and shall be numbered  
18 separately and shall have any name, year and series or other label as deemed necessary or  
19 appropriate by the Director of Finance.

20       (b) **City Council Finding.** The City Council finds that, in creating the Parity Bond  
21 Account and in fixing the amounts to be paid into it in accordance with this ordinance and the  
22 parameters for the Bond Sale Terms set forth in Section 5 of this ordinance, the City Council has  
23 exercised due regard for the cost of operation and maintenance of the Drainage and Wastewater



1 System, and is not setting aside into the Parity Bond Account a greater amount than in the  
2 judgment of the City Council, based on the rates established from time to time consistent with  
3 subsection 16(b) of this ordinance, will be sufficient, in the judgment of the City Council, to  
4 meet all expenses of operation and maintenance of the Drainage and Wastewater System and to  
5 provide the amounts previously pledged for the payment of all outstanding obligations payable  
6 out of Gross Revenues and pledged for the payment of the Bonds. Therefore, the City Council  
7 hereby finds that the issuance and sale of the Bonds is in the best interest of the City and in the  
8 public interest.

9       Section 4. **Manner of Sale of Bonds.** The Director of Finance may provide for the sale  
10 of each Series by competitive sale, negotiated sale, limited offering, or private placement and  
11 may select and enter into agreements with remarketing agents or providers of liquidity with  
12 respect to Variable Interest Rate Bonds. The Purchaser of each Series shall be chosen through a  
13 selection process acceptable to the Director of Finance. The Director of Finance is authorized to  
14 specify a date and time of sale and a date and time for the delivery of each Series; in the case of a  
15 competitive sale, to provide an official notice of sale including bid parameters and other bid  
16 requirements, and provide for the use of an electronic bidding mechanism; to determine matters  
17 relating to a forward or delayed delivery of the Bonds; and to determine such other matters and  
18 take such other action as, in the Director's determination, may be necessary, appropriate, or  
19 desirable in order to carry out the sale of each Series. Each Series must be sold on Bond Sale  
20 Terms consistent with the parameters set forth in Section 5 of this ordinance.

21       Section 5. **Appointment of Designated Representative; Bond Sale Terms.**

1           (a) **Designated Representative.** The Director of Finance is appointed to serve as the  
2 City’s designated representative in connection with the issuance and sale of the Bonds in  
3 accordance with RCW 39.46.040(2) and this ordinance.

4           (b) **Parameters for Bond Sale Terms.** The Director of Finance is authorized to approve,  
5 on behalf of the City, Bond Sale Terms for the sale of the Bonds in one or more Series, and, in  
6 connection with each such sale, to execute a Bond Purchase Contract (or, in the case of a  
7 competitive sale, a Pricing Certificate) confirming the Bond Sale Terms and such related  
8 agreements as may be necessary or desirable, consistent with the following parameters:

9                   (i) **Maximum Principal Amount.** The maximum aggregate principal amount of  
10 all Series of the Bonds authorized by this ordinance is not to exceed \$88 million.

11                   (ii) **Date or Dates.** Each Bond shall be dated its Issue Date, as determined by the  
12 Director of Finance. The initial Issue Date (without restricting any reissuance date with respect  
13 to a Series of Variable Interest Rate Bonds) may be no later than December 31, 2024.

14                   (iii) **Denominations.** The Bonds shall be issued in Authorized Denominations.

15                   (iv) **Interest Rate(s).** Each Bond shall bear interest from its Issue Date or from  
16 the most recent date to which interest has been paid or duly provided, whichever is later, unless  
17 otherwise provided in the Bond Documents. Each Series of the Bonds shall bear interest at one  
18 or more fixed interest rates or Variable Interest Rates. The net interest cost for any fixed rate  
19 Series may not exceed a rate of 10 percent per annum. The Bond Documents for any Series may  
20 provide for multiple interest rates and interest rate modes, and may provide conditions and  
21 mechanisms for the Director of Finance to effect a conversion from one mode to another.

22 Nothing in this ordinance shall be interpreted to prevent the Bond Documents for any Series

1 from including a provision for adjustments to interest rates during the term of the Series upon the  
2 occurrence of certain events specified in the applicable Bond Documents.

3 (v) **Payment Dates.** Interest shall be payable on dates acceptable to the Director  
4 of Finance. Principal shall be payable on dates acceptable to the Director of Finance, which shall  
5 include payment at the maturity of each Bond, in accordance with any Sinking Fund  
6 Requirements applicable to Term Bonds, and otherwise in accordance with any redemption or  
7 tender provisions.

8 (vi) **Final Maturity.** Each Bond shall mature no later than 40 years after its Issue  
9 Date.

10 (vii) **Redemption Prior to Maturity.** The Bond Sale Terms may include  
11 redemption and tender provisions, as determined by the Director of Finance in his discretion,  
12 consistent with Section 8 of this ordinance and subject to the following:

13 (A) **Optional Redemption.** The Director of Finance may designate any  
14 Bond as subject to optional redemption prior to its maturity. Any Bond that is subject to optional  
15 redemption prior to maturity must be callable on at least one or more dates occurring not more  
16 than 10½ years after the Issue Date, consistent with subsection 8(a) of this ordinance.

17 (B) **Mandatory Redemption.** The Director of Finance may designate any  
18 Bond as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in  
19 principal payment amounts set forth in Sinking Fund Requirements, consistent with subsection  
20 8(b) of this ordinance.

21 (C) **Extraordinary Redemptions.** The Director of Finance may  
22 designate any Bond as subject to extraordinary optional redemption or extraordinary mandatory

1 redemption upon the occurrence of an extraordinary event, as such event or events may be set  
2 forth in the applicable Bond Documents, consistent with subsection 8(c) of this ordinance.

3 (D) **Tender Options.** The Director of Finance may designate any  
4 Variable Interest Rate Bond as subject to tender options, as set forth in the applicable Bond  
5 Documents.

6 (viii) **Price.** The Director of Finance may approve in the Bond Sale Terms an  
7 aggregate purchase price for each Series of the Bonds that is, in the Director's judgment, the  
8 price that produces the most advantageous borrowing cost for the City, consistent with the  
9 parameters set forth in this ordinance and in any applicable bid documents.

10 (ix) **Other Terms and Conditions.**

11 (A) **Expected Life of Capital Facilities.** As of the Issue Date of each  
12 Series, the Director of Finance must additionally find to the Director's satisfaction that the  
13 average expected life of the capital facilities to be financed with the proceeds (or allocable share  
14 of proceeds) of that Series must exceed the weighted average maturity of such Series (or share  
15 thereof) allocated to financing those capital facilities.

16 (B) **Parity Conditions Satisfied.** As of the Issue Date of each Series, the  
17 Director of Finance must find that the Parity Conditions have been met or otherwise satisfied, so  
18 that such Series is permitted to be issued as Parity Bonds.

19 (C) **Additional Terms, Conditions, and Agreements.** The Bond Sale  
20 Terms for any Series may provide for Bond Insurance, a Reserve Security, Qualified Letter of  
21 Credit, credit enhancement, or for any other Payment Agreement as the Director of Finance may  
22 find necessary or desirable. The Bond Sale Terms for any Series may provide for multiple  
23 interest rate modes and may include provisions for conversion from any interest rate mode to any

1 other mode. To that end, the Bond Sale Terms may include such additional terms, conditions,  
2 and covenants as may be necessary or desirable, including but not limited to: restrictions on  
3 investment of Bond proceeds and pledged funds (including any escrow established for the  
4 defeasance of the Bonds), provisions for the conversion of interest rate modes, provisions for the  
5 reimbursement of a credit enhancement provider or Qualified Counterparty, and requirements to  
6 give notice to or obtain the consent of a credit enhancement provider or a Qualified  
7 Counterparty. The Director of Finance is authorized to execute, on behalf of the City, such  
8 additional certificates and agreements as may be necessary or desirable to reflect such terms,  
9 conditions, and covenants.

10 (D) **Reserve Requirement.** The Bond Sale Terms must establish whether  
11 the Series is to be treated as Covered Parity Bonds and must establish the method of providing  
12 for the Reserve Requirement, consistent with Section 15 of this ordinance.

13 (E) **Tax Status of the Bonds.** The Director of Finance may determine  
14 that any Series of the Bonds may be designated or qualified as Tax-Exempt Bonds, Taxable  
15 Bonds or Tax Credit Subsidy Bonds, consistent with Section 22 of this ordinance.

16 Section 6. **Bond Registrar; Registration and Transfer of Bonds.**

17 (a) **Registration of Bonds; Bond Registrar.** The Bonds shall be issued only in  
18 registered form as to both principal and interest and shall be recorded on the Bond Register. The  
19 Fiscal Agent is appointed to act as Bond Registrar for each Series of the Bonds, unless otherwise  
20 determined by the Director of Finance.

21 (b) **Transfer and Exchange of Bonds.** The Bond Registrar shall keep, or cause to be  
22 kept, sufficient books for the registration and transfer of the Bonds, which shall be open to  
23 inspection by the City at all times. The Bond Register shall contain the name and mailing address

1 of the Registered Owner of each Bond and the principal amount and number of each of the  
2 Bonds held by each Registered Owner.

3           The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds  
4 transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to  
5 serve as the City’s paying agent for the Bonds and to carry out all of the Bond Registrar’s powers  
6 and duties under this ordinance and the Registration Ordinance.

7           The Bond Registrar shall be responsible for its representations contained in the Bond  
8 Registrar’s certificate of authentication on the Bonds. The Bond Registrar may become an  
9 Owner of Bonds with the same rights it would have if it were not the Bond Registrar and, to the  
10 extent permitted by law, may act as depository for and permit any of its officers or directors to  
11 act as members of, or in any other capacity with respect to, any committee formed to protect the  
12 rights of Owners.

13           Bonds surrendered to the Bond Registrar may be exchanged for Bonds in any Authorized  
14 Denomination of an equal aggregate principal amount and of the same Series, interest rate and  
15 maturity. Bonds may be transferred only if endorsed in the manner provided thereon and  
16 surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to an Owner or  
17 transferee. The Bond Registrar shall not be obligated to exchange or transfer any Bond during  
18 the period between the Record Date and the corresponding interest payment or principal  
19 redemption date.

20           (c) **Securities Depository; Book-Entry Form.** Unless otherwise determined by the  
21 Director of Finance, the Bonds initially shall be issued in Book-Entry Form and registered in the  
22 name of the Securities Depository. The Bonds so registered shall be held fully immobilized in  
23 Book-Entry Form by the Securities Depository in accordance with the provisions of the Letter of

1 Representations. Neither the City nor the Bond Registrar shall have any responsibility or  
2 obligation to participants of the Securities Depository or the persons for whom they act as  
3 nominees with respect to the Bonds regarding the accuracy of any records maintained by the  
4 Securities Depository or its participants of any amount in respect of principal of or interest on the  
5 Bonds, or any notice that is permitted or required to be given to Registered Owners hereunder  
6 (except such notice as is required to be given by the Bond Registrar to the Securities  
7 Depository). Registered ownership of a Bond initially held in Book-Entry Form, or any portion  
8 thereof, may not be transferred except: (i) to any successor Securities Depository; (ii) to any  
9 substitute Securities Depository appointed by the City or such substitute Securities Depository's  
10 successor; or (iii) to any person if the Bond is no longer held in Book-Entry Form.

11           Upon the resignation of the Securities Depository from its functions as depository, or  
12 upon a determination by the Director of Finance to discontinue utilizing the then-current  
13 Securities Depository, the Director of Finance may appoint a substitute Securities Depository. If  
14 the Securities Depository resigns from its functions as depository and no substitute Securities  
15 Depository can be obtained, or if the Director of Finance determines not to utilize a Securities  
16 Depository, then the Bonds shall no longer be held in Book-Entry Form and ownership may be  
17 transferred only as provided herein.

18           Nothing in this ordinance shall prevent the Bond Sale Terms from providing that a Series  
19 of the Bonds shall be issued in certificated form without utilizing a Securities Depository, and  
20 that the Bonds of such Series shall be registered as of their Issue Date in the names of the  
21 Owners thereof, in which case ownership may be transferred only as provided in this ordinance.

22           (d) **Lost or Stolen Bonds.** In case any Bond shall be lost, stolen or destroyed, the Bond  
23 Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor, and

1 effect to the Registered Owner(s) thereof upon the Registered Owner(s)' paying the expenses  
2 and charges of the City in connection therewith and upon filing with the Bond Registrar evidence  
3 satisfactory to the Bond Registrar that such bond or bonds were actually lost, stolen or destroyed  
4 and of Registered Ownership thereof, and upon furnishing the City with indemnity satisfactory to  
5 both.

6 **Section 7. Payment of Bonds.**

7 (a) **Payment.** Each Bond shall be payable in lawful money of the United States of  
8 America on the dates and in the amounts as provided in the Bond Documents applicable to that  
9 Series. Principal of and interest on each Bond issued as a Parity Bond shall be payable solely out  
10 of the Parity Bond Account and shall not be a general obligation of the City. No Bonds of any  
11 Series shall be subject to acceleration under any circumstances.

12 (b) **Bonds Held In Book-Entry Form.** Principal of and interest on each Bond held in  
13 Book-Entry Form shall be payable in the manner set forth in the Letter of Representations.

14 (c) **Bonds Not Held In Book-Entry Form.** Interest on each Bond not held in Book-  
15 Entry Form shall be payable by electronic transfer on the interest payment date, or by check or  
16 draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the  
17 address appearing on the Bond Register on the Record Date. The City, however, is not required  
18 to make electronic transfers except pursuant to a request by a Registered Owner in writing  
19 received at least ten days prior to the Record Date and at the sole expense of the Registered  
20 Owner. Principal of each Bond not held in Book-Entry Form shall be payable upon presentation  
21 and surrender of the Bond by the Registered Owner to the Bond Registrar.



1           Section 8. **Redemption and Purchase of Bonds.**

2           (a) **Optional Redemption.** All or some of the Bonds may be subject to redemption prior  
3 to their stated maturity dates at the option of the City at the times and on the terms set forth in the  
4 applicable Bond Documents.

5           (b) **Mandatory Redemption.** All or some of the Bonds of any Series may be designated  
6 as Term Bonds, subject to mandatory redemption in Sinking Fund Requirements, as set forth in  
7 the applicable Bond Documents. If not redeemed or purchased at the City's option prior to  
8 maturity, Term Bonds (if any) must be redeemed, at a price equal to 100 percent of the principal  
9 amount to be redeemed plus accrued interest, on the dates and in the years and Sinking Fund  
10 Requirements as set forth in the applicable Bond Documents. If the City optionally redeems or  
11 purchases a Term Bond prior to maturity, the principal amount of that Term Bond that is so  
12 redeemed or purchased (irrespective of its redemption or purchase price) shall be credited against  
13 the remaining Sinking Fund Requirements for that Term Bond in the manner as directed by the  
14 Director of Finance. In the absence of direction by the Director of Finance, credit shall be  
15 allocated to the remaining Sinking Fund Requirements for that Term Bond on a *pro rata* basis.

16           (c) **Extraordinary Redemption Provisions.** All or some of the Bonds of any Series  
17 may be subject to extraordinary optional or extraordinary mandatory redemption prior to  
18 maturity upon the occurrence of an extraordinary event, at the prices, in the principal amounts,  
19 and on the dates, all as set forth in the applicable Bond Documents.

20           (d) **Selection of Bonds for Redemption; Partial Redemption.** If fewer than all of the  
21 outstanding Bonds are to be redeemed at the option of the City, the Director of Finance shall  
22 select the Series and maturity or maturities to be redeemed. If less than all of the principal  
23 amount of a maturity of the selected Series is to be redeemed, if such Series is held in Book-

1 Entry Form, the portion of such maturity to be redeemed shall be selected for redemption by the  
2 Securities Depository in accordance with the Letter of Representations, and if the Series is not  
3 then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected by  
4 the Bond Registrar randomly in such manner as the Bond Registrar shall determine. All or a  
5 portion of the principal amount of any Bond that is to be redeemed may be redeemed in any  
6 applicable Authorized Denomination. If less than all of the outstanding principal amount of any  
7 Bond is redeemed, upon surrender of that Bond to the Bond Registrar there shall be issued to the  
8 Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered  
9 Owner) of the same Series, maturity, and interest rate in any Authorized Denomination in the  
10 aggregate principal amount to remain outstanding.

11 (e) **Purchase.** The City reserves the right and option to purchase any or all of the Bonds  
12 at any time at any price acceptable to the City plus accrued interest to the date of purchase.

13 Section 9. **Notice of Redemption; Rescission of Notice.** Unless otherwise set forth in  
14 the applicable Bond Documents, the City must cause notice of any intended redemption of  
15 Bonds to be given not fewer than 20 nor more than 60 days prior to the date fixed for redemption  
16 by first class mail, postage prepaid, to the Registered Owner of any Bond to be redeemed at the  
17 address appearing on the Bond Register on the Record Date, and the requirements of this  
18 sentence shall be deemed to have been fulfilled when notice has been mailed as so provided,  
19 whether or not it is actually received by the Owner of any Bond. Interest on Bonds called for  
20 redemption shall cease to accrue on the date fixed for redemption unless the Bond or Bonds  
21 called are not redeemed when presented pursuant to the call.

22 In the case of an optional or extraordinary optional redemption, the notice may state that  
23 the City retains the right to rescind the redemption notice and the related optional redemption of

1 Bonds by giving a notice of rescission to the affected Registered Owners at any time on or prior  
2 to the scheduled optional redemption date. Any notice of optional redemption that is rescinded  
3 by the Director of Finance shall be of no effect, and the Bonds for which the notice of optional  
4 redemption has been rescinded shall remain outstanding.

5       Section 10. **Failure to Pay Bonds.** If any Bond is not paid when properly presented at its  
6 maturity or redemption date, the City shall be obligated to pay, solely from the Parity Bond  
7 Account and the other sources pledged in this ordinance, interest on that Bond at the same rate  
8 provided on that Bond from and after its maturity or redemption date until that Bond, including  
9 principal, redemption premium (if any), and interest, is paid in full or until sufficient money for  
10 its payment in full is on deposit in the Parity Bond Account and that Bond has been called for  
11 payment by giving notice of that call to the Registered Owner of that Bond.

12       Section 11. **Form and Execution of Bonds.** The Bonds shall be typed, printed, or  
13 reproduced in a form consistent with the provisions of this ordinance and State law; shall be  
14 signed by the Mayor and Director of Finance, either or both of whose signatures may be manual  
15 or in facsimile; and the seal of the City or a facsimile reproduction thereof shall be impressed or  
16 printed thereon.

17       Only Bonds bearing a certificate of authentication in substantially the following form  
18 (with the designation, year, and Series adjusted consistent with this ordinance), manually signed  
19 by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of  
20 this ordinance: “This Bond is one of the fully registered The City of Seattle, Washington,  
21 [Drainage and Wastewater Revenue Bonds], [Year], [Series], described in [this ordinance].” The  
22 authorized signing of a certificate of authentication shall be conclusive evidence that the Bond so

1 authenticated has been duly executed, authenticated and delivered and is entitled to the benefits  
2 of this ordinance.

3           If any officer whose manual or facsimile signature appears on a Bond ceases to be an  
4 officer of the City authorized to sign bonds before the Bond bearing the officer's manual or  
5 facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that  
6 Bond nevertheless may be authenticated, delivered and issued and, when authenticated, issued  
7 and delivered, shall be as binding on the City as though that person had continued to be an  
8 officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City  
9 by any person who, on the actual date of signing of the Bond, is an officer of the City authorized  
10 to sign bonds, although that person did not hold the required office on the date of issuance of that  
11 Series of the Bonds.

12           Section 12. **Construction Account; Deposit of Proceeds.** An account to be known as  
13 the Drainage and Wastewater Construction Subaccount, 2022 is created in the Drainage and  
14 Wastewater Construction Account within the Drainage and Wastewater Fund. After depositing  
15 accrued interest (if any) into the Principal and Interest Subaccount and depositing amounts  
16 necessary to provide for the Reserve Requirement (if any) into the Reserve Subaccount, the  
17 remaining principal proceeds of the sale of a Series of the Bonds shall be deposited into the  
18 Construction Account (or such other fund or account as may be directed by the Director of  
19 Finance) to be used (a) to pay part of the costs of carrying out the Plan of Additions, and (b) to  
20 pay capitalized interest on (if necessary) and the costs of issuance of the Series. Until needed to  
21 pay such costs, the City may invest principal proceeds and interest thereon temporarily in any  
22 Permitted Investments, and the investment earnings may, as determined by the Director of

1 Finance, be either (a) retained in the Construction Account to be spent for the purposes of that  
2 account, or (b) deposited in the Parity Bond Account.

3           Section 13. **Security for the Bonds; Parity with Outstanding Parity Bonds.** The  
4 Bonds shall be special limited obligations of the City payable from and secured solely by the Net  
5 Revenue (including all ULID Assessments, if any) and money in the Parity Bond Account and  
6 the subaccounts therein, *except that from and after the Reserve Covenant Date, money in the*  
7 *Reserve Subaccount shall secure only Covered Parity Bonds.* The Net Revenue (including all  
8 ULID Assessments, if any) is pledged to make the payments into the Parity Bond Account  
9 required by this ordinance. This pledge constitutes a charge and lien upon such Net Revenue  
10 prior and superior to all other liens and charges whatsoever.

11           The Bonds shall be issued on parity with the Outstanding Parity Bonds and all Future  
12 Parity Bonds, without regard to date of issuance or authorization and without preference or  
13 priority of right or lien. Nothing in this ordinance prevents the City from issuing revenue bonds  
14 or other obligations that are a charge or lien upon Net Revenue subordinate to the payments  
15 required to be made from Net Revenue into the Parity Bond Account and the subaccounts  
16 therein. The City covenants that, for as long as any Bond is outstanding, it will not issue any  
17 other revenue obligations (or create any special fund or account therefor), which will have any  
18 priority over or which will rank on a parity with the payments required in respect of the Parity  
19 Bonds, and that it will issue Future Parity Bonds only accordance with Section 17 of this  
20 ordinance.

21           The Bonds shall not constitute general obligations of the City, the State, or any political  
22 subdivision of the State or a charge upon any general fund or upon any money or other property

1 of the City, the State or any political subdivision of the State not specifically pledged by this  
2 ordinance.

3 Section 14. **Priority Expenditure of Gross Revenue; Flow of Funds.** Gross Revenue  
4 shall be deposited as received in the Drainage and Wastewater Fund and used for the following  
5 purposes only, in the following order of priority:

6 (a) To pay the Operating and Maintenance Expense;

7 (b) To make all payments into the Principal and Interest Subaccount required to be made  
8 in order to pay the interest on and principal of all Parity Bonds (including all net payments under  
9 Parity Payment Agreements) when due;

10 (c) To make all payments required to be made into the Reserve Subaccount with respect  
11 to Parity Bonds secured by the Reserve Subaccount;

12 (d) To make all payments required to be made into any revenue bond, note, warrant or  
13 other revenue obligation redemption fund, debt service account, or reserve account created to  
14 pay and secure the payment of the principal of and interest on any revenue bonds or short-term  
15 obligations of the City having a charge and lien upon Net Revenue subordinate to the lien  
16 thereon for the payment of the principal of and interest on the Parity Bonds; and

17 (e) Without priority, to any of the following purposes: to retire by redemption or purchase  
18 any outstanding revenue bonds or revenue obligations of the Drainage and Wastewater System;  
19 to make necessary additions, betterments, improvements, or repairs to, or extensions and  
20 replacements of the Drainage and Wastewater System; to pay City taxes or other payments in  
21 lieu of taxes payable from Gross Revenue; to make deposits to the Rate Stabilization Account; or  
22 for any other lawful purpose of the Drainage and Wastewater System.

1           Section 15. **Parity Bond Account.** A special account of the City known as the Parity  
2 Bond Account has been previously created and shall be maintained as a separate account within  
3 the Drainage and Wastewater Fund, for the sole purpose of paying the principal of and premium,  
4 if any, and interest on the Parity Bonds as the same shall become due. The Parity Bond Account  
5 consists of the Principal and Interest Subaccount and the Reserve Subaccount, and may  
6 additionally include such subaccounts as the Director of Finance may deem necessary, so long as  
7 the maintenance of such subaccounts does not conflict with the rights of the owners of Parity  
8 Bonds. Principal of, premium (if any) and interest on the Parity Bonds shall be payable out of the  
9 Parity Bond Account.

10           (a) **Required Payments Into the Parity Bond Account.** So long as any Parity Bonds  
11 are outstanding (including amounts required under any Parity Payment Agreement), the City  
12 shall set aside and pay into the Parity Bond Account all ULID Assessments on their collection  
13 and, out of Net Revenue, certain fixed amounts without regard to any fixed proportion, namely:

14                   (i) Into the Principal and Interest Subaccount on or before each date on which  
15 interest on or principal of Parity Bonds (including Sinking Fund Requirements and net payments  
16 under any Parity Payment Agreements) shall become due and payable, an amount that will be  
17 sufficient, together with other money on deposit therein, to pay such principal, interest, Sinking  
18 Fund Requirements, and net payments then due on Parity Payment Agreements as the same shall  
19 become due; and

20                   (ii) Into the Reserve Subaccount an amount necessary to provide for the Reserve  
21 Requirement within the time and in the manner required by this ordinance and the Bond Sale  
22 Terms. The amount necessary, if any, to satisfy the Reserve Requirement upon the issuance of a  
23 Series of the Bonds may be funded (A) on the Issue Date, by a deposit of bond sale proceeds,

1 available funds of the Drainage and Wastewater System, or a Reserve Security; or (B) in annual  
2 installments from Net Revenue so that the Reserve Requirement is fully funded by no later than  
3 the fifth anniversary of the Issue Date of such Series. The manner of funding the Reserve  
4 Requirement for the Bonds shall be set forth in the Bond Sale Terms.

5 To meet the required payments to be made into the Parity Bond Account, the Director of  
6 Finance may transfer any money from any funds or accounts of the City legally available  
7 therefor, except bond redemption funds, refunding escrow funds or defeasance funds. The  
8 Director of Finance may provide for the purchase, redemption or defeasance of any Parity Bonds  
9 by the use of money on deposit in any subaccount in the Parity Bond Account as long as the  
10 money remaining in those subaccounts is sufficient to satisfy the required deposits in those  
11 subaccounts for the remaining Parity Bonds.

12 (b) **Reserve Subaccount.** The Reserve Subaccount previously has been created and  
13 maintained as a subaccount within the Parity Bond Account for the purpose of securing the  
14 payment of the principal of and interest on all Parity Bonds outstanding (including amounts due  
15 under any Parity Payment Agreements if required under such agreement). The City covenants  
16 that it will at all times, so long as any Covered Parity Bonds are outstanding, maintain the  
17 Reserve Subaccount at the Reserve Requirement (taking into account scheduled payments to  
18 fund the Reserve Requirement over time), as it is adjusted from time to time, except for  
19 withdrawals as authorized by this ordinance. Any withdrawals authorized below from  
20 subaccounts within the Reserve Subaccount shall be made on a pro rata basis except if the  
21 provider of a Reserve Security requires all cash and investments in the Reserve Subaccount to be  
22 withdrawn before draws on the Reserve Security, or unless the City receives an opinion of Bond



1 Counsel to the effect that such pro rata withdrawal is not required to maintain the exclusion of  
2 interest on the Parity Bonds then outstanding from gross income for federal income tax purposes.

3 (i) **Use of Reserve Subaccount for Payment of Debt Service.** In the event of a  
4 deficiency in the Principal and Interest Subaccount to meet current installments of either  
5 principal (including Sinking Fund Requirements) or interest (including amounts payable under  
6 any Parity Payment Agreement), the Director of Finance may make withdrawals of money or  
7 proceeds of Reserve Security in the Reserve Subaccount. *From and after the Reserve Covenant*  
8 *Date, the withdrawals authorized by this paragraph shall be limited to the amounts necessary*  
9 *to meet current installments of either principal (or Sinking Fund Requirements) or interest*  
10 *(including net payments under Parity Payment Agreements) with respect to Covered Parity*  
11 *Bonds.* Any deficiency created in the Reserve Subaccount by reason of any such withdrawal or  
12 claim against a Reserve Security shall then be made up from the ULID Assessments and Net  
13 Revenue first available after making necessary provisions for the required payments into the  
14 Principal and Interest Subaccount.

15 (ii) **Application of Funds in Reserve Account.** The money in the Reserve  
16 Subaccount may be applied to the payment of the last outstanding Covered Parity Bonds, and  
17 when the total amount in the Parity Bond Account (including investment earnings) equals the  
18 total amount of principal and interest for all then-outstanding Covered Parity Bonds to the last  
19 maturity thereof, no further payment need be made into the Parity Bond Account in respect of  
20 the Covered Parity Bonds. Money in the Reserve Subaccount (including investment earnings) in  
21 excess of the Reserve Requirement may be withdrawn and deposited in the Principal and Interest  
22 Subaccount and spent for the purpose of retiring Covered Parity Bonds or may be deposited in

1 any other fund or account and spent for any other lawful Drainage and Wastewater System  
2 purpose.

3           **(c) Investment of Money in Parity Bond Account.** All money in the Parity Bond  
4 Account may be kept in cash or invested in Permitted Investments maturing not later than the  
5 date when needed (for investments in the Principal and Interest Subaccount) or the last maturity  
6 of any outstanding Parity Bonds (for investments in the Reserve Subaccount). In no event shall  
7 any money in the Parity Bond Account or any other money reasonably expected to be used to  
8 pay principal of and/or interest on the Parity Bonds be invested at a yield which would cause any  
9 Series issued as Tax-Exempt Bonds or Tax Credit Subsidy Bonds to be arbitrage bonds within  
10 the meaning of Section 148 of the Code. Income from investments in the Principal and Interest  
11 Subaccount shall be deposited in that subaccount. Income from investments in the Reserve  
12 Subaccount shall be deposited in that subaccount until the amount therein is equal to the Reserve  
13 Requirement for all Parity Bonds, and thereafter shall be deposited in the Principal and Interest  
14 Subaccount. Notwithstanding the provisions for deposit or retention of earnings in the Parity  
15 Bond Account, any earnings which are subject to a federal tax or rebate requirement may be  
16 withdrawn from the Parity Bond Account for deposit in a separate fund or account for that  
17 purpose. If no longer required for such rebate, money in that separate fund or account shall be  
18 returned to the Parity Bond Account.

19           **(d) Failure to Deposit Money in Parity Bond Account.** If the City fails to set aside and  
20 pay into the Parity Bond Account, or the subaccounts therein, the amounts set forth in this  
21 section, the registered owner of any of the outstanding Parity Bonds may bring action against the  
22 City for failure to make the required deposits to the Parity Bond Account only in accordance  
23 with Section 25 of this ordinance regarding Events of Default.

1           Section 16. **Parity Bond Covenants.** The City covenants with the Owner of each Bond  
2 at any time outstanding, as follows:

3           (a) **Operation and Maintenance of the Drainage and Wastewater System.** The City  
4 will pay all Operating and Maintenance Expense and otherwise meet the obligations of the City  
5 under this ordinance. It will at all times maintain and keep the Drainage and Wastewater System  
6 in good repair, working order and condition, will make all necessary and proper additions,  
7 betterments, renewals and repairs thereto, and improvements, replacements and extensions  
8 thereof so that at all times the business carried on in connection therewith will be properly and  
9 advantageously conducted, and will at all times operate or cause to be operated the Drainage and  
10 Wastewater System and the business in connection therewith in an efficient manner and at a  
11 reasonable cost.

12           (b) **Establishment and Collection of Rates and Charges.** The City will establish,  
13 maintain, revise as necessary, and collect rates and charges for services and facilities provided by  
14 the Drainage and Wastewater System so that Adjusted Net Revenue in each fiscal year will be at  
15 least equal to the Coverage Requirement. The failure of the City to comply with this subsection  
16 shall not be an Event of Default if the City promptly retains an Independent Utility Consultant to  
17 recommend to the City Council adjustments in the rates of the Drainage and Wastewater System  
18 necessary to meet the requirements of this subsection and if the City Council adopts the  
19 recommended modifications within 180 days of the date the failure became known to the City  
20 Council.

21           (c) **Sale or Disposition of Drainage and Wastewater System.** The City will not sell,  
22 lease, mortgage, or in any manner encumber or dispose of all of the property of the Drainage and  
23 Wastewater System unless provision is made for the payment into the Parity Bond Account of an

1 amount sufficient to pay the principal of (including redemption premium, if any) and interest on  
2 Parity Bonds then outstanding; and it will not sell, lease, mortgage, or in any manner encumber  
3 or dispose of (each a “transfer”) any part of the property of the Drainage and Wastewater System  
4 that is used, useful and material to the operation thereof, except consistent with one or more of  
5 the following:

6 (i) If provision is made for replacement thereof, or for payment into the Parity  
7 Bond Account of the total amount of Gross Revenue received from the portion of the Drainage  
8 and Wastewater System transferred, which shall not be less than an amount which shall bear the  
9 same ratio to the amount of Parity Bonds then outstanding as the Gross Revenue available for  
10 debt service for such outstanding bonds for the 12 months preceding such transfer from the  
11 portion of the Drainage and Wastewater System so transferred bears to the Gross Revenue  
12 available for debt service for the then outstanding Parity Bonds from the entire Drainage and  
13 Wastewater System of the City for the same period. Any such money so paid into the Parity  
14 Bond Account shall be used to retire such Parity Bonds at the earliest possible date; or

15 (ii) If the aggregate depreciated cost value of the property being transferred under  
16 this subsection in any fiscal year comprises no more than 5 percent of the total assets of the  
17 Drainage and Wastewater System; or

18 (iii) If the proceeds from such transfer are used to acquire new useful operating  
19 facilities or properties of the Drainage and Wastewater System, or are used to retire outstanding  
20 Parity Bonds or other revenue obligations of the Drainage and Wastewater System, and if, at the  
21 time of such transfer, the City has on file a certificate of both the Director of Finance and the  
22 Director of Seattle Public Utilities (or any officer who succeeds to substantially all of the  
23 responsibilities of either office) demonstrating that in their opinion, upon such transfer and the

1 use of proceeds of the transfer as proposed by the City, the remaining facilities of the Drainage  
2 and Wastewater System will retain their operational integrity and, based on the financial  
3 statements for the most recent fiscal year available, the proposed transfer would not prevent the  
4 Drainage and Wastewater System from complying with the Coverage Requirement during the  
5 five fiscal years following the fiscal year in which the transfer is to occur. The certificate shall  
6 take into account (A) the reduction in revenue and expenses, if any, resulting from the transfer;  
7 (B) the use of any proceeds of the transfer for the redemption of Parity Bonds; (C) the estimate  
8 of revenue from customers anticipated to be served by any additions to and betterments and  
9 extensions of the Drainage and Wastewater System financed in part by the proposed portion of  
10 the proceeds of the transfer; and (D) any other adjustment permitted in the preparation of a  
11 certificate under subsection 17(b) of this ordinance. Before such a transfer, the City also must  
12 obtain confirmation from each of the Rating Agencies to the effect that the rating then in effect  
13 will not be reduced or withdrawn upon such transfer.

14 (d) **Books and Records.** The City will keep proper and separate accounts and records in  
15 which complete and separate entries shall be made of all transactions relating to the Drainage  
16 and Wastewater System, and it will furnish the Registered Owner(s) of the Bonds or any  
17 subsequent Registered Owner(s) thereof, at the written request of such Registered Owner(s),  
18 complete operating and income statements of the Drainage and Wastewater System in reasonable  
19 detail covering any fiscal year not more than six months after the close of such fiscal year, and it  
20 will grant any Registered Owner(s) of at least 25 percent of the outstanding Bonds the right at all  
21 reasonable times to inspect the entire Drainage and Wastewater System and all records, accounts  
22 and data of the City relating thereto. Upon request of any Registered Owner of any of the Bonds,

1 it also will furnish to such Registered Owner a copy of the most recently completed audit of the  
2 Drainage and Wastewater System's accounts by the State Auditor.

3 Section 17. **Future Parity Bonds.**

4 (a) **Issuance of Future Parity Bonds.** The City reserves the right to issue Future Parity  
5 Bonds and to enter into Parity Payment Agreements for any lawful purpose of the Drainage and  
6 Wastewater System (including for the purpose of refunding a portion of the then-outstanding  
7 Parity Bonds) only if, at the time of the issuance of such series of Future Parity Bonds (or upon  
8 the effective date of the Parity Payment Agreement), the following conditions are satisfied:

9 (i) There must be no deficiency in the Parity Bond Account, and no Event of  
10 Default with respect to any Parity Bonds shall have occurred and be continuing.

11 (ii) The Bond Documents must provide that all ULID Assessments shall be paid  
12 directly into the Parity Bond Account.

13 (iii) The Bond Documents must provide for the payment of the principal thereof  
14 and the interest thereon out of the Parity Bond Account.

15 (iv) The Bond Documents must provide for the payment of any Sinking Fund  
16 Requirements from money in the Principal and Interest Subaccount.

17 (v) For each series of Future Parity Bonds that is to be issued as a series of  
18 Covered Parity Bonds, the Bond Documents must provide for the deposit into the Reserve  
19 Subaccount of an amount, if any, necessary to fund the Reserve Requirement upon the issuance  
20 of those Future Parity Bonds (if any), which requirement may be satisfied: (A) by a deposit,  
21 made on the Issue Date of such series, of proceeds of that series of Future Parity Bonds or other  
22 money legally available for such purpose; (B) by obtaining one or more Reserve Securities (or a  
23 deposit of cash plus Reserve Securities) available to be drawn upon in specific amounts to be

1 paid into the Reserve Subaccount and credited against the deposits required to be maintained in  
2 the Reserve Subaccount; or (C) by a deposit of amounts necessary to fund the Reserve  
3 Requirement from ULID Assessments and Net Revenue within five years from the date of  
4 issuance of those Future Parity Bonds, in five approximately equal annual payments.

5 Immediately prior to the issuance of Future Parity Bonds, amounts then deposited in the Reserve  
6 Subaccount shall be valued as determined on the most recent annual financial report of the City  
7 applicable to the Drainage and Wastewater System, and the additional amounts, if any, required  
8 to be deposited into the Reserve Subaccount to satisfy the Reserve Requirement shall be based  
9 on that valuation.

10 (vi) There must be on file with the City a Parity Certificate as described in  
11 subsection (b). However, if the proposed Future Parity Bonds (or any portion thereof) are to be  
12 issued for the purpose of refunding outstanding Parity Bonds (referred to as the “Refunding  
13 Parity Bonds”), no Parity Certificate shall be required as to that portion issued for refunding  
14 purposes if the Director of Finance finds and certifies that the Adjusted Annual Debt Service on  
15 the refunding portion of the proposed Refunding Parity Bonds is not more than \$5,000 greater  
16 than the Adjusted Annual Debt Service on the Parity Bonds to be refunded thereby.

17 Alternatively, Refunding Parity Bonds may be issued upon delivery of a Parity Certificate.

18 (b) **Parity Certificate.** A Parity Certificate required under subsection (a)(vi) may be  
19 provided as follows:

20 (i) A certificate may be prepared and signed by the Director of Finance,  
21 demonstrating that during any 12 consecutive calendar months out of the immediately preceding  
22 24 calendar months Adjusted Net Revenue was at least equal to the Coverage Requirement for  
23 all Parity Bonds plus the Future Parity Bonds proposed to be issued (and assuming that the debt

1 service of the proposed Future Parity Bonds for that 12-month period was the Average Annual  
2 Debt Service for those proposed Future Parity Bonds); or

3 (ii) A certificate may be prepared and signed by both the Director of Finance and  
4 the Director of Seattle Public Utilities (or any officer who succeeds to substantially all of the  
5 responsibilities of either office), demonstrating that, in their opinion, Adjusted Net Revenue for  
6 the five fiscal years next following the earlier of (A) the end of the period during which interest  
7 on those Future Parity Bonds is to be capitalized or, if no interest is capitalized, the fiscal year in  
8 which the Future Parity Bonds are issued, or (B) the date on which substantially all the new  
9 facilities financed with those Future Parity Bonds are expected to commence operations, such  
10 Adjusted Net Revenue, further adjusted as provided in subsections (b)(ii)(1) through (4), will be  
11 at least equal to the Coverage Requirement. That certificate may take into account the following  
12 adjustments:

13 (1) Any changes in rates in effect and being charged, or rates expected to  
14 be charged in accordance with a program of specific rates, rate levels or increases in overall rate  
15 revenue approved by ordinance or resolution;

16 (2) Net revenue from customers of the Drainage and Wastewater System  
17 who have become customers during the 12-consecutive-month period or thereafter, and their  
18 estimate of net revenue from any customers to be connected to the Drainage and Wastewater  
19 System who have paid the required connection charges, adjusted to reflect one year's net revenue  
20 from those customers;

21 (3) Their estimate of net revenue from customers anticipated to be served  
22 by facilities or improvements financed in substantial part by those Future Parity Bonds (or  
23 additional Parity Bonds expected to be issued during the five-year period); and



1 (4) Net revenue from any person, firm, corporation or municipal  
2 corporation under any executed contract for drainage and wastewater or other utility service,  
3 which revenue was not included in historical Net Revenue of the Drainage and Wastewater  
4 System.

5 (c) **Other Provisions.** Nothing contained in this ordinance shall prevent the City from  
6 issuing Future Parity Bonds to refund maturing Parity Bonds, money for the payment of which is  
7 not otherwise available, or revenue bonds that are a charge or lien upon Net Revenue subordinate  
8 to the charge or lien of the Parity Bonds, or from pledging to pay Net Revenue and/or  
9 assessments levied for ULID improvements constructed from the proceeds of subordinate lien  
10 bonds into a bond redemption fund created for the payment of the principal of and interest on  
11 subordinate lien bonds.

12 (d) **Effect of Issuance of Future Parity Bonds.** If the Parity Conditions are met and  
13 complied with at the time of the issuance of such Future Parity Bonds, then payments into the  
14 Parity Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments  
15 out of the Net Revenue required to be made into the Parity Bond Fund by this ordinance.  
16 Nothing set forth herein shall prevent the City from (i) issuing revenue bonds or other  
17 obligations that are a charge upon the Net Revenue junior and inferior to the payments required  
18 to be made therefrom into the Parity Bond Fund for the payment of the Parity Bonds, provided  
19 that such subordinate bonds may not be subject to acceleration under any circumstances; or (ii)  
20 issuing Refunding Parity Bonds for the purpose of refunding Outstanding Parity Bonds, upon  
21 compliance with the Parity Conditions set forth in this section.

22 (e) **Reserve Requirement; Election Not to Designate Bonds as Covered Parity Bonds.**  
23 Notwithstanding anything in this section to the contrary, the City may elect, by reflecting such

1 election in the Bond Sale Terms relating to the issuance or sale of a series of Future Parity  
2 Bonds, that, from and after the Reserve Covenant Date, such series shall not be deemed to be a  
3 series of Covered Parity Bonds, shall not be secured by the amounts in the Reserve Account, and  
4 shall be excluded from the calculation of the Reserve Requirement.

5           Section 18. **Rate Stabilization Account.** The Rate Stabilization Account has been  
6 created as a separate account in the Drainage and Wastewater Fund. The City may at any time, as  
7 determined by the Director of Finance and consistent with the flow of funds set forth in  
8 Section 14 of this ordinance, deposit in the Rate Stabilization Account Gross Revenue and any  
9 other money received by the Drainage and Wastewater System and available for this purpose.  
10 The Director of Finance may, upon authorization by the City Council, withdraw any or all of the  
11 money in the Rate Stabilization Account for inclusion in Adjusted Gross Revenue for any fiscal  
12 year of the City. Such deposits or withdrawals may be made up to and including the date 90 days  
13 after the end of the fiscal year for which the deposit or withdrawal will be included as Adjusted  
14 Gross Revenue. No deposit of Gross Revenue may be made into the Rate Stabilization Account  
15 to the extent that such deposit would prevent the City from meeting the Coverage Requirement  
16 in the relevant fiscal year.

17           Section 19. **Separate Utility Systems.** The City may create, acquire, construct, finance,  
18 own and operate one or more additional systems for drainage and wastewater service or other  
19 commodity or service relating to the Drainage and Wastewater System. The revenue of that  
20 separate utility system shall not be included in Gross Revenue and may be pledged to the  
21 payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or  
22 expand the separate utility system. Neither Gross Revenue nor Net Revenue shall be pledged by  
23 the City to the payment of any obligations of a separate utility system except (a) as a Contract

1 Resource Obligation, upon compliance with Section 20 of this ordinance, or (b) with respect to  
2 the Net Revenue, on a basis subordinate to the lien of the Parity Bonds on that Net Revenue.

3 Section 20. **Contract Resource Obligations**. The City may at any time enter into one or  
4 more Contract Resource Obligations for the acquisition, from facilities to be constructed, of  
5 drainage and wastewater services or other commodity or service relating to the Drainage and  
6 Wastewater System, as follows:

7 (a) The City may determine that, and may agree under a Contract Resource Obligation to  
8 provide that, all payments under that Contract Resource Obligation (including payments prior to  
9 the time that drainage and wastewater services or other commodity or service is being provided,  
10 or during a suspension or after termination of supply or service) shall be an Operating and  
11 Maintenance Expense if the following requirements are met at the time such a Contract Resource  
12 Obligation is entered into:

13 (i) No Event of Default has occurred and is continuing; and

14 (ii) There shall be on file a certificate of an Independent Utility Consultant stating  
15 that (A) the payments to be made by the City in connection with the Contract Resource  
16 Obligation are reasonable for the commodity or service rendered; (B) any facilities to be  
17 constructed to provide the commodity or service are sound from a drainage and wastewater  
18 services or other commodity or service planning standpoint, are technically and economically  
19 feasible in accordance with prudent utility practice, and are likely to provide such commodity or  
20 service no later than a date set forth in the Independent Utility Consultant's certification; and  
21 (C) Adjusted Net Revenue (further adjusted by the Independent Utility Consultant's estimate of  
22 the payments to be made in accordance with the Contract Resource Obligation) for the five fiscal  
23 years following the year in which the Contract Resource Obligation is incurred, as such Adjusted

1 Net Revenue is estimated by the Independent Utility Consultant in accordance with the  
2 provisions of and adjustments permitted in subsection 17(b) of this ordinance, will be at least  
3 equal to the Coverage Requirement.

4 (b) Payments required to be made under Contract Resource Obligations shall not be  
5 subject to acceleration.

6 (c) Nothing in this section shall be deemed to prevent the City from entering into other  
7 agreements for the acquisition of drainage and wastewater services or other commodity or  
8 service from existing facilities and from treating those payments as an Operating and  
9 Maintenance Expense. Nothing in this section shall be deemed to prevent the City from entering  
10 into other agreements for the acquisition of drainage and wastewater services or other  
11 commodity or service from facilities to be constructed and from agreeing to make payments with  
12 respect thereto, such payments constituting a charge and lien on Net Revenue subordinate to that  
13 of the Parity Bonds.

14 Section 21. **Refunding and Defeasance of the Bonds.**

15 (a) **Bonds Designated as Refundable and Defeasible Bonds.** Each Series of the Bonds  
16 is designated as a series of “Refundable Bonds” for purposes of the Omnibus Refunding  
17 Ordinance and as “Defeasible Bonds” for purposes of the Omnibus Defeasance Ordinance.

18 (b) **Refunding; Defeasance.** The City may issue Refunding Parity Bonds pursuant to the  
19 laws of the State or use money available from any other lawful source (i) to pay when due the  
20 principal of (including premium, if any) and interest on any Bond, or any portion thereof,  
21 included in a refunding or defeasance plan (the “Defeased Bonds”); (ii) to redeem and retire,  
22 release, refund, or defease the Defeased Bonds; and (iii) to pay the costs of such refunding or  
23 defeasance. If money and/or Government Obligations maturing at a time or times and in an

1 amount sufficient (together with known earned income from the investment thereof) to redeem  
2 and retire, release, refund, or defease the Defeased Bonds in accordance with their terms is set  
3 aside in a special trust fund or escrow account irrevocably pledged to such redemption,  
4 retirement, or defeasance (the “Trust Account”), then all right and interest of the Owners of the  
5 Defeased Bonds in the covenants of this ordinance and in Net Revenue and the funds and  
6 accounts pledged to the payment of such Defeased Bonds, other than the right to receive the  
7 funds so set aside and pledged, thereafter shall cease and become void. Such Owners thereafter  
8 shall have the right to receive payment of the principal of and interest or redemption price on the  
9 Defeased Bonds from the Trust Account. After establishing and fully funding such a Trust  
10 Account, the Defeased Bonds shall be deemed to be no longer outstanding, and the Director of  
11 Finance may then apply any money in any other fund or account established for the payment or  
12 redemption of the Defeased Bonds to any lawful purpose.

13           **(c) Notice of Defeasance or Refunding.** Unless otherwise specified in the Bond  
14 Documents, notice of refunding or defeasance shall be given, and selection of Bonds for any  
15 partial refunding or defeasance shall be conducted, in the manner set forth in this ordinance for  
16 the redemption of Bonds.

17           **(d) Annual Debt Service Calculation Adjustments for Defeased Bonds.** If the  
18 refunding or defeasance plan provides (i) that the Defeased Bonds (or the Refunding Parity  
19 Bonds issued to redeem those Defeased Bonds) are to be secured by money and/or Government  
20 Obligations pending the redemption of the Defeased Bonds, and (ii) that certain money and/or  
21 Government Obligations are pledged irrevocably for the redemption of the Defeased Bonds, then  
22 only the debt service on such Bonds as are not Defeased bonds (and any Refunding Parity

1 Bonds, the payment of which is not so secured by the refunding plan) shall be included in the  
2 calculation of Annual Debt Service.

3 Section 22. **Provisions Relating to Federal Tax Issues.** The Bond Documents may  
4 include such additional terms and covenants relating to federal tax matters as the Director of  
5 Finance deems necessary or appropriate, including the following:

6 (a) **Tax-Exempt Bonds.** For each Series of the Bonds issued as Tax-Exempt Bonds, the  
7 City covenants that it will take all actions, consistent with the terms of such Series as set forth in  
8 the applicable Bond Documents that are reasonably within its power and necessary to prevent  
9 interest on that Series from being included in gross income for federal income tax purposes. The  
10 City further covenants that it will neither take any action nor make or permit any use of gross  
11 proceeds of that Series (or other funds of the City treated as gross proceeds of that Series) at any  
12 time during the term of such Series that will cause interest on such Series to be included in gross  
13 income for federal income tax purposes. The City also covenants that, to the extent the arbitrage  
14 rebate requirement of Section 148 of the Code is applicable to any Series issued as Tax-Exempt  
15 Bonds, it will take all actions necessary to comply (or to be treated as having complied) with that  
16 requirement in connection with that Series (including the calculation and payment of any  
17 penalties that the City may elect to pay as an alternative to calculating rebatable arbitrage and the  
18 payment of any other penalties if required under Section 148 of the Code) to prevent interest on  
19 such Series from being included in gross income for federal income tax purposes.

20 (b) **Taxable Bonds; Tax Credit Subsidy Bonds.** For each Series of the Bonds issued as  
21 Taxable Bonds or as Tax Credit Subsidy Bonds, the Director of Finance is authorized to make  
22 provision in the Bonds and other Bond Documents, to execute additional written agreements, and  
23 to make additional covenants on behalf of the City, all as the Director may deem necessary or

1 appropriate in order to obtain, maintain, and administer such tax status. In the case of Tax Credit  
2 Subsidy Bonds, such additional covenants and agreement may include (without limiting the  
3 generality of the foregoing) those necessary in order for the City (i) to receive from the United  
4 States Treasury the applicable Tax Credit Subsidy Payments in respect of such Tax Credit  
5 Subsidy Bonds, and (ii) to ensure that such Series otherwise become and remain eligible for tax  
6 benefits under the Code.

7 Section 23. **Official Statement; Continuing Disclosure.**

8 (a) **Preliminary Official Statement.** The Director of Finance and other appropriate City  
9 officials are directed to cause the preparation of and review the form of a preliminary official  
10 statement in connection with each sale of one or more Series to the public. For the sole purpose  
11 of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, the Director of Finance is  
12 authorized to deem that preliminary official statement final as of its date, except for the omission  
13 of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to  
14 potential purchasers of the Bonds of a preliminary official statement that has been deemed final  
15 in accordance with this subsection.

16 (b) **Final Official Statement.** The City approves the preparation of a final official  
17 statement for each sale of one or more Series to be sold to the public in the form of the  
18 preliminary official statement with such modifications and amendments as the Director of  
19 Finance deems necessary or desirable, and further authorizes the Director of Finance to execute  
20 and deliver such final official statement to the Purchaser. The City authorizes and approves the  
21 distribution by the Purchaser of that final official statement to purchasers and potential  
22 purchasers of the Bonds.

1           (c) **Undertaking to Provide Continuing Disclosure.** To meet the requirements of  
2 paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for a Series of the  
3 Bonds, the Director of Finance is authorized to execute a written Continuing Disclosure  
4 Agreement with respect to that Series, in substantially the form attached to this ordinance as  
5 Exhibit B.

6           Section 24. **Supplemental or Amendatory Bond Documents.** This ordinance and the  
7 other applicable Bond Documents for any particular Series of the Bonds may not be  
8 supplemented or amended in any respect subsequent to the Issue Date of such Series, except in  
9 accordance with and subject to the provisions of this section.

10           (a) **Amendments Without Bond Owner Consent.** From time to time and at any time,  
11 without the consent of or notice to any owners of Parity Bonds, the City may supplement or  
12 amend the Bond Documents applicable to any Series of the Bonds for any of the purposes set  
13 forth in this subsection (a). Any such supplement or amendment may be passed, adopted, or  
14 otherwise approved by the City, without requiring the consent of the registered owners of any  
15 Parity Bonds, but may become effective only upon receipt by the City of an opinion of Bond  
16 Counsel stating that such supplement or amendment is authorized or permitted by this ordinance  
17 and, upon the effective date thereof, will be valid and binding upon the City in accordance with  
18 its terms, and will not adversely affect the exclusion from gross income for federal income tax  
19 purposes of interest on the affected Series of the Bonds, if such Series was issued and sold as  
20 Tax-Exempt Bonds. The types of supplements and amendments permitted under this subsection  
21 (a) are as follows:

22                   (i) To cure any formal defect, omission, inconsistency, or ambiguity in the Bond  
23 Documents for such Series in a manner not adverse to the owners of any Parity Bonds;



1                   (ii) To impose upon the Bond Registrar (with its consent) for the benefit of the  
2 owners of Parity Bonds any additional rights, remedies, powers, authority, security, liabilities, or  
3 duties which may lawfully be granted, conferred, or imposed and which are not contrary to or  
4 inconsistent with such Bond Documents as theretofore in effect;

5                   (iii) To add to the covenants and agreements of, and limitations and restrictions  
6 upon, the City in the Bond Documents, other covenants, agreements, limitations and restrictions  
7 to be observed by the City which are not contrary to or inconsistent with such Bond Documents  
8 as theretofore in effect;

9                   (iv) To confirm, as further assurance, any pledge under (and the subjection to any  
10 claim, lien, or pledge created or to be created by) such Bond Documents on any other money,  
11 securities, or funds;

12                   (v) To alter the Authorized Denominations of a Series of the Bonds and to make  
13 correlative amendments and modifications to the applicable Bond Documents regarding (A)  
14 exchangeability of such Bonds for Bonds of different authorized denominations, (B) redemptions  
15 of portions of Bonds of particular authorized denominations, and (C) similar amendments and  
16 modifications of a technical nature;

17                   (vi) To comply with any future federal law or interpretation to preserve the  
18 exclusion of the interest on any Series of the Bonds issued and sold as Tax-Exempt Bonds from  
19 gross income for federal income tax purposes and the entitlement of the City to receive from the  
20 United States Treasury the applicable Tax Credit Subsidy Payments in respect of any Series of  
21 the Bonds issued and sold as Tax Credit Subsidy Bonds;

1 (vii) To modify, alter, amend, or supplement the Bond Documents in any other  
2 respect which is not materially adverse to the owners of the Parity Bonds and does not involve a  
3 change described in subsection (c); and

4 (viii) To add to the covenants and agreements of (or limitations and restrictions  
5 upon) the City set forth in any Bond Documents, such additional or alternative covenants,  
6 agreements, limitations, or restrictions to be observed by the City as the City may determine are  
7 necessary or convenient to accommodate a provider of Qualified Insurance or provider of a  
8 Reserve Security and are not materially adverse to the owners of the Parity Bonds.

9 (b) **Amendments With Bond Owner Consent.** With the consent of registered owners of  
10 not less than 60 percent in aggregate principal amount of the Parity Bonds then outstanding, the  
11 City may pass, adopt, or otherwise approve any supplement or amendment (other than  
12 amendments requiring unanimous consent as set forth in subsection (c)) to any Bond Document  
13 that is deemed necessary or desirable by the City for the purpose of modifying, altering,  
14 amending, supplementing, or rescinding, in any particular, any of the terms or provisions  
15 contained in such Bond Document other than those terms and provisions described in subsection  
16 (c).

17 (c) **Amendments Prohibited Except Upon Unanimous Consent.** Unless approved in  
18 writing by or on behalf of the registered owner of each Parity Bond then outstanding, nothing  
19 contained in this section shall permit, or be construed as permitting (i) a change in the times,  
20 amounts, or currency of payment of the principal of or interest on any outstanding Parity Bond,  
21 (ii) a reduction in the principal amount or redemption price of any outstanding Parity Bond,  
22 (iii) a change in the method of determining the rate of interest thereon (other than a conversion to  
23 a new interest rate mode in accordance with the applicable Bond Documents), (iv) a preference

1 or priority of any Parity Bond over any other Parity Bond, or (v) a reduction in the percentage of  
2 the aggregate principal amount of the then-outstanding Parity Bonds required to effect a change  
3 under subsection (b).

4 (d) **Notice to Bond Owners.** If at any time the City passes, adopts, or otherwise  
5 approves a supplement or amendment for any of the purposes of subsection (b) or (c), the Bond  
6 Registrar shall cause notice of the proposed supplement or amendment to be given by first class  
7 mail (i) to all registered owners of the then outstanding Parity Bonds, (ii) to each provider of  
8 Bond Insurance or a Reserve Security, and (iii) to each Rating Agency. Such notice shall briefly  
9 set forth the nature of the proposed supplement or amendment and shall state that a copy is on  
10 file at the office of the City Clerk for inspection by all owners of the then outstanding Parity  
11 Bonds.

12 (e) **Effective Date; Consents.** Any supplement or amendment, substantially as described  
13 in the notice mailed pursuant to subsection (d), may go into effect upon delivery to the Bond  
14 Registrar of (i) the required consents, in writing, of registered owners of the Parity Bonds, and  
15 (ii) an opinion of Bond Counsel stating that such supplement or amendment is authorized or  
16 permitted by this ordinance. Upon the effective date thereof, such supplement or amendment will  
17 be valid and binding upon the City in accordance with its terms and will not adversely affect the  
18 exclusion from gross income for federal income tax purposes of interest on any Tax-Exempt  
19 Bonds.

20 If registered owners of not less than the percentage of Parity Bonds required by this  
21 section shall have consented to and approved such a supplement or amendment, no owner of any  
22 Parity Bond shall have any right (i) to object to the passage, adoption, or approval of such  
23 supplement or amendment, (ii) to object to any of the terms and provisions contained therein or

1 the operation thereof, (iii) in any manner to question the propriety of the passage, adoption, or  
2 approval thereof, (iv) to enjoin or restrain the City from passing, adopting, or otherwise  
3 approving the same, or (v) to enjoin or restrain the City, any authorized official thereof, or the  
4 Bond Registrar from taking any action pursuant to the provisions thereof. For purposes of  
5 determining whether consents representing the requisite percentage of principal amount of Parity  
6 Bonds have been obtained, the Accreted Value of Capital Appreciation Bonds shall be deemed to  
7 be the principal amount. It shall not be necessary to obtain approval of the particular form of any  
8 proposed supplement, but it shall be sufficient if the consent shall approve the substance thereof.

9 (f) **Effect of Amendment.** Upon the effective date of any supplement or amendment,  
10 this ordinance (or the relevant Bond Document, if not set forth herein) shall be deemed to be  
11 modified and amended in accordance therewith, and the respective rights, duties and obligations  
12 of the City and all owners of Parity Bonds then outstanding shall thereafter be determined,  
13 exercised, and enforced in accordance with and subject in all respects to such modifications and  
14 amendments. All the terms and conditions of any such supplement or amendment shall be  
15 deemed to be a part of this ordinance and the Bond Documents for any and all purposes.

16 (g) **Special Amendments.** If and to the extent that it is determined that the written  
17 consent of Registered Owners of the Bonds is required under subsection (b) or (c) of this section,  
18 the Registered Owners from time to time of the Bonds, by taking and holding the same, are  
19 deemed to have consented to any supplement or amendment to the Bond Documents effecting  
20 any one or more of the following changes:

21 (i) When calculating “Annual Debt Service,” to permit or require Tax Credit  
22 Subsidy Payments expected to be received by the City in any period to be credited against  
23 amounts required to be paid in respect of interest on the Parity Bonds in that period; and

1 (ii) To permit or require Tax Credit Subsidy Payments to be deposited into the  
2 Principal and Interest Subaccount and credited against the Net Revenue otherwise required to be  
3 deposited into the Principal and Interest Subaccount; and

4 (iii) To permit the reimbursement obligations of the City under any Qualified  
5 Letter of Credit or Qualified Insurance (other than a Qualified Letter of Credit or Qualified  
6 Insurance obtained to satisfy all or part of the Reserve Requirement) to be secured by a lien and  
7 charge on Net Revenue equal in rank with the lien and charge upon such Net Revenue required  
8 to be paid into the Parity Bond Account to pay and secure the payment of the principal of and  
9 interest on Parity Bonds.

10 Section 25. **Defaults and Remedies.**

11 (a) **Events of Default.** Each of the following shall constitute an Event of Default with  
12 respect to the Bonds:

13 (i) If a default is made in the payment of the principal of or interest on any of the  
14 Bonds when the same shall become due and payable; or

15 (ii) If the City defaults in the observance and performance of any other of the  
16 covenants, conditions and agreements on the part of the City set forth in this ordinance or the  
17 applicable Bond Documents (except as otherwise provided herein or in such Bond Documents)  
18 and such default or defaults have continued for a period of six months after the City has received  
19 from the Bond Owners' Trustee (as defined below) or from the registered owners of not less than  
20 25 percent in principal amount of the Parity Bonds a written notice specifying and demanding  
21 the cure of such default. However, if the default in the observance and performance of any other  
22 of the covenants, conditions and agreements is one which cannot be completely remedied within  
23 the six months after written notice has been given, it shall not be an Event of Default with

1 respect to the Bonds as long as the City has taken active steps within the six months after written  
2 notice has been given to remedy the default and is diligently pursuing such remedy.

3           Notwithstanding anything in this section to the contrary, the failure of the City or any  
4 obligated person to comply with the Continuing Disclosure Agreement shall not constitute an  
5 Event of Default, and the sole remedy of any holder of a Bond shall be to seek an order of  
6 specific performance from an appropriate court to compel the City to comply with the  
7 Continuing Disclosure Agreement.

8           **(b) Bond Owners' Trustee.** So long as such Event of Default has not been remedied, a  
9 trustee (the "Bond Owners' Trustee") may be appointed by the registered owners of 25 percent  
10 in principal amount of the then outstanding Parity Bonds, by an instrument or concurrent  
11 instruments in writing signed and acknowledged by such registered owners of the Parity Bonds  
12 or by their attorneys-in-fact duly authorized and delivered to such Bond Owners' Trustee,  
13 notification thereof being given to the City. That appointment shall become effective  
14 immediately upon acceptance thereof by the Bond Owners' Trustee. Any Bond Owners' Trustee  
15 appointed under the provisions of this subsection shall be a bank or trust company organized  
16 under the laws of the State of Washington or the State of New York or a national banking  
17 association. The bank or trust company acting as Bond Owners' Trustee may be removed at any  
18 time, and a successor Bond Owners' Trustee may be appointed, by the registered owners of a  
19 majority in principal amount of the Parity Bonds, by an instrument or concurrent instruments in  
20 writing signed and acknowledged by such registered owners of the Parity Bonds or by their  
21 attorneys-in-fact duly authorized. The Bond Owners' Trustee may require such security and  
22 indemnity as may be reasonable against the costs, expenses and liabilities that may be incurred in  
23 the performance of its duties.

1           In the event that any Event of Default in the sole judgment of the Bond Owners' Trustee  
2 is cured and the Bond Owners' Trustee furnishes to the City a certificate so stating, that Event of  
3 Default shall be conclusively deemed to be cured and the City, the Bond Owners' Trustee and  
4 the registered owners of the Parity Bonds shall be restored to the same rights and position which  
5 they would have held if no Event of Default had occurred.

6           The Bond Owners' Trustee appointed in the manner provided in this ordinance, and each  
7 successor thereto, is declared to be a trustee for the registered owners of all the Parity Bonds and  
8 is empowered to exercise all the rights and powers herein conferred on the Bond Owners'  
9 Trustee.

10           (c) **Suits at Law or in Equity.** Upon the occurrence of an Event of Default and during  
11 the continuance thereof, the Bond Owners' Trustee may, and upon the written request of the  
12 registered owners of not less than 25 percent in principal amount of the Parity Bonds outstanding  
13 shall, take such steps and institute such suits, actions or other proceedings, all as it may deem  
14 appropriate for the protection and enforcement of the rights of the registered owners of the Parity  
15 Bonds, to collect any amounts due and owing to or from the City, or to obtain other appropriate  
16 relief, and may enforce the specific performance of any covenant, agreement or condition  
17 contained in this ordinance or set forth in any of the Parity Bonds.

18           Nothing contained in this section shall, in any event or under any circumstance, be  
19 deemed to authorize the acceleration of the maturity of principal on the Parity Bonds, and the  
20 remedy of acceleration is expressly denied to the registered owners of the Parity Bonds under  
21 any circumstances including, without limitation, upon the occurrence and continuance of an  
22 Event of Default.

1 Any action, suit or other proceedings instituted by the Bond Owners' Trustee hereunder  
2 shall be brought in its name as the Bond Owners' Trustee and all such rights of action upon or  
3 under any of the Parity Bonds or the provisions of this ordinance may be enforced by the Bond  
4 Owners' Trustee without the possession of any of those Parity Bonds and without the production  
5 of the same at any trial or proceedings relative thereto except where otherwise required by law.

6 Any such suit, action or proceeding instituted by the Bond Owners' Trustee shall be brought for  
7 the ratable benefit of all of the registered owners of those Parity Bonds, subject to the provisions  
8 of this ordinance. The respective registered owners of the Parity Bonds, by taking and holding  
9 the same, shall be conclusively deemed irrevocably to appoint the Bond Owners' Trustee the true  
10 and lawful trustee of the respective registered owners of those Parity Bonds, with authority to  
11 institute any such action, suit or proceeding; to receive as trustee and deposit in trust any sums  
12 becoming distributable on account of those Parity Bonds; to execute any paper or documents for  
13 the receipt of money; and to do all acts with respect thereto that the registered owner might have  
14 done in person. Nothing in this ordinance shall be deemed to authorize or empower the Bond  
15 Owners' Trustee to consent to accept or adopt, on behalf of any owner of the Parity Bonds, any  
16 plan of reorganization or adjustment affecting the Parity Bonds or any right of any registered  
17 owner thereof, or to authorize or empower the Bond Owners' Trustee to vote the claims of the  
18 registered owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization  
19 or other proceeding to which the City is a party.

20 (d) **Application of Money Collected by Bond Owners' Trustee.** Any money collected  
21 by the Bond Owners' Trustee at any time pursuant to this section shall be applied in the  
22 following order of priority:



1 (i) to the payment of the charges, expenses, advances and compensation of the  
2 Bond Owners' Trustee and the charges, expenses, counsel fees, disbursements and compensation  
3 of its agents and attorneys;

4 (ii) to the payment to the persons entitled thereto of all installments of interest  
5 then due on the Parity Bonds in the order of maturity of such installments and, if the amount  
6 available shall not be sufficient to pay in full any installment or installments maturing on the  
7 same date, then to the payment thereof ratably, according to the amounts due thereon to the  
8 persons entitled thereto, without any discrimination or preference; and

9 (iii) to the payment to the persons entitled thereto of the unpaid principal amounts  
10 of any Parity Bonds which shall have become due (other than Parity Bonds previously called for  
11 redemption for the payment of which money is held pursuant to the provisions of the applicable  
12 Bond Documents), whether at maturity or by proceedings for redemption or otherwise, in the  
13 order of their due dates and, if the amount available shall not be sufficient to pay in full the  
14 principal amounts due on the same date, then to the payment thereof ratably, according to the  
15 principal amounts due thereon to the persons entitled thereto, without any discrimination or  
16 preference.

17 (e) **Duties and Obligations of Bond Owners' Trustee.** The Bond Owners' Trustee shall  
18 not be liable except for the performance of such duties as are specifically set forth herein. During  
19 an Event of Default, the Bond Owners' Trustee shall exercise such of the rights and powers  
20 vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent  
21 person would exercise or use under the circumstances in the conduct of such person's own  
22 affairs. The Bond Owners' Trustee shall have no liability for any act or omission to act  
23 hereunder except for the Bond Owners' Trustee's own negligent action, its own negligent failure

1 to act or its own willful misconduct. The duties and obligations of the Bond Owners' Trustee  
2 shall be determined solely by the express provisions of this ordinance, and no implied powers,  
3 duties or obligations of the Bond Owners' Trustee shall be read into this ordinance.

4 The Bond Owners' Trustee shall not be required to expend or risk its own funds or  
5 otherwise incur individual liability in the performance of any of its duties or in the exercise of  
6 any of its rights or powers as the Bond Owners' Trustee, except as may result from its own  
7 negligent action, its own negligent failure to act or its own willful misconduct.

8 The Bond Owners' Trustee shall not be bound to recognize any person as a registered  
9 owner of any Parity Bond until registered ownership, if disputed, has been established to its  
10 reasonable satisfaction.

11 The Bond Owners' Trustee may consult with counsel and the opinion of such counsel  
12 shall be full and complete authorization and protection in respect of any action taken or suffered  
13 by it hereunder in good faith and in accordance with the opinion of such counsel. The Bond  
14 Owners' Trustee shall not be answerable for any neglect or default of any person, firm or  
15 corporation employed and selected by it with reasonable care.

16 (f) **Suits by Individual Parity Bond Owners Restricted.** No owner of any one or more  
17 Parity Bonds shall have any right to institute any action, suit or proceeding at law or in equity for  
18 the enforcement of same unless:

- 19 (i) an Event of Default has happened and is continuing; and  
20 (ii) a Bond Owners' Trustee has been appointed; and  
21 (iii) such owner previously shall have given to the Bond Owners' Trustee written  
22 notice of the Event of Default on account of which such suit, action or proceeding is to be  
23 instituted; and

1 (iv) the registered owners of 25 percent in principal amount of the Parity Bonds,  
2 after the occurrence of such Event of Default, have made written request of the Bond Owners'  
3 Trustee and have afforded the Bond Owners' Trustee a reasonable opportunity to institute such  
4 suit, action or proceeding; and

5 (v) there have been offered to the Bond Owners' Trustee security and indemnity  
6 satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and

7 (vi) the Bond Owners' Trustee has refused or neglected to comply with such  
8 request within a reasonable time.

9 No owner of any Parity Bond shall have any right in any manner whatever by action to  
10 affect or impair the obligation of the City to pay from Net Revenue the principal of and interest  
11 on such Parity Bonds to the respective registered owners thereof when due.

12 Section 26. **General Authorization**. In addition to the specific authorizations in this  
13 ordinance, the Mayor and the Director of Finance and each of the other appropriate officers of  
14 the City are each authorized and directed to do everything as such officer may judge necessary,  
15 appropriate, or desirable in order to carry out the terms and provisions of, and complete the  
16 transactions contemplated by, this ordinance. In particular and without limiting the foregoing:

17 (a) The Director of Finance, in the Director's discretion and without further action by the  
18 City Council, (i) may issue requests for proposals to provide underwriting services or financing  
19 facilities (including, without limitation, Qualified Insurance, a Qualified Letter of Credit, or other  
20 credit support or liquidity facility), and may execute engagement letters and other agreements  
21 with underwriters and other financial institutions (including providers of liquidity or credit  
22 support) based on responses to such requests; (ii) may select and make decisions regarding the  
23 Bond Registrar, fiscal or paying agents, and any Securities Depository for each Series of the

1 Bonds; (iii) may take any and all actions necessary or convenient to provide for the conversion of  
2 interest rate modes for any Series in accordance with the applicable Bond Documents; and  
3 (iv) may take such actions on behalf of the City as are necessary or appropriate for the City to  
4 designate, qualify, or maintain the tax-exempt treatment with respect to any Series issued as Tax-  
5 Exempt Bonds, to receive from the United States Treasury the applicable Tax Credit Subsidy  
6 Payments in respect of any Series issued as Tax Credit Subsidy Bonds, and to otherwise receive  
7 any other federal tax benefits relating to any Series of the Bonds that are available to the City;  
8 and

9 (b) The Mayor and the Director of Finance are each separately authorized to execute and  
10 deliver (i) any and all contracts or other documents as are consistent with this ordinance and for  
11 which the City's approval is necessary or to which the City is a party (including but not limited  
12 to agreements with escrow agents, refunding or defeasance trustees, liquidity or credit support  
13 providers, providers of Qualified Insurance or Reserve Securities, remarketing agents,  
14 underwriters, lenders or other financial institutions, fiscal or paying agents, Qualified  
15 Counterparties, custodians, and the Bond Registrar); and (ii) such other contracts or documents  
16 incidental to: the issuance and sale of any Series of the Bonds; the establishment of the interest  
17 rate or rates on a Bond; or the conversion, tender, purchase, remarketing, or redemption of a  
18 Bond, as may in the judgment of the Mayor or Director of Finance, as applicable, be necessary or  
19 appropriate.

20 Section 27. **Amendment of Omnibus Refunding Ordinance**. The following definition  
21 in the Omnibus Refunding Ordinance is amended to read as set forth in this section.

22 Amendments are shown as revisions to Ordinance 125455, and amendments are marked using

1 double underlining to indicate added text and using double parentheses and strikethrough  
2 formatting to indicate deleted text.

3 (a) **Amendments to Section 1.** The following definition is amended as follows:

4 \* \* \*

5 “**Refundable Bonds**” means ~~((each))~~ any series of Parity Bonds or  
6 outstanding subordinate obligations of the Drainage and Wastewater System that  
7 have been designated, or may in the future be designated, as refundable under this  
8 ordinance. For purposes of the Omnibus Refunding Ordinance, the outstanding  
9 State loans listed on Exhibit C to this amendatory ordinance, and all future loan  
10 agreements entered into pursuant to chapter 39.69 RCW, are designated as  
11 Refundable Bonds.

12 \* \* \*

13 (b) The amendments set forth in this section are intended to supplement the Omnibus  
14 Refunding Ordinance in a manner that is not materially adverse to the owners of the Outstanding  
15 Parity Bonds. Nonetheless, any amendment set forth in this section that is found by a court of  
16 competent jurisdiction to materially adversely affect owners of outstanding Parity Bonds shall be  
17 of no force or effect, and the provisions of the Omnibus Refunding Ordinance prior to the  
18 effective date of this amendatory ordinance shall continue in effect as to such outstanding Parity  
19 Bonds.

20 Section 28. **Severability.** The provisions of this ordinance are declared to be separate  
21 and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, subsection,  
22 or portion of this ordinance, or the invalidity of its application to any person or circumstance,

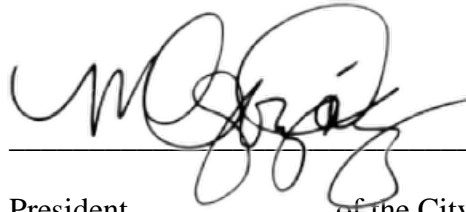
1 does not affect the validity of the remainder of this ordinance or the validity of its application to  
2 other persons or circumstances.

3           Section 29. **Ratification of Prior Acts.** Any action consistent with the authority of this  
4 ordinance taken after its passage and prior to its effective date is ratified and confirmed.

5           Section 30. **Section Headings.** Section headings in this ordinance are nonsubstantive.  
6

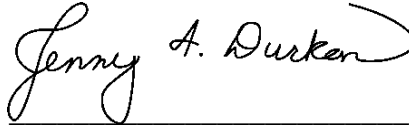
1 Section 31. **Effective Date.** This ordinance shall take effect and be in force 30 days after  
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten days after  
3 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 22nd day of November, 2021,  
5 and signed by me in open session in authentication of its passage this 22nd day of  
6 November, 2021.

7 

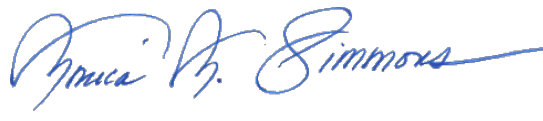
8 President \_\_\_\_\_ of the City Council

9  Approved /  returned unsigned /  vetoed this 2nd day of December, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 2nd day of December, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Exhibits:

17 Exhibit A – Outstanding Drainage and Wastewater System Parity Bonds

18 Exhibit B – Form of Continuing Disclosure Agreement

19 Exhibit C – Outstanding Subordinate Obligations Designated as Refundable Bonds

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**EXHIBIT A**

**OUTSTANDING DRAINAGE AND WASTEWATER PARITY BONDS**

Issue Name	Dated Date	Original Par Amount	Bond Legislation		
			New Money Ord.	Refunding Ord.	Bond Sale Res.
Drainage and Wastewater Revenue Bonds, Series 2009A (Taxable Build America Bonds – Direct Payment)	12/17/2009	\$102,535,000	Ord. 123055	--	Res. 31177
Drainage and Wastewater Improvement and Refunding Revenue Bonds, 2012	06/27/2012	\$222,090,000	Ord. 123753	Ord. 121938 (as amended by Ord. 122209 and Ord. 122637)	Res. 31387
Drainage and Wastewater Improvement and Refunding Revenue Bonds, 2014	07/10/2014	\$133,180,000	Ord. 124337	Ord. 124338 (amending and restating Ord. 121938)	Res. 31531
Drainage and Wastewater System Improvement and Refunding Revenue Bonds, 2016	06/22/2016	\$160,910,000	Ord. 124914	Ord. 124338 (amending and restating Ord. 121938)	Res. 31674
Drainage and Wastewater System Improvement and Refunding Revenue Bonds, 2017	07/28/2017	\$234,125,000	Ord 125297	Ord. 124338 (amending and restating Ord. 121938) (as amended by Ord. 124914)	Res. 31756
Drainage and Wastewater System Improvement Revenue Bond, 2020A (Ship Canal Water Quality Project-N18106WA) (WIFIA Loan)	04/24/2020	NTE \$192,181,651	Ord. 125454 (as amended by Ord. 125712)	--	--
Drainage and Wastewater System Improvement and Refunding Revenue Bonds, 2021	06/08/2021	\$111,010,000	Ord. 125454 (as amended by Ords. 125712 and 126222)	Ord. 125455	--

3



**EXHIBIT B**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

The City of Seattle, Washington (the “City”) makes the following written undertaking (the “Undertaking”) for the benefit of the Owners of the City’s Drainage and Wastewater System Revenue Bonds, [Year] [Series] (the “Bonds”), for the sole purpose of assisting the underwriter for the Bonds in meeting the requirements of paragraph (b)(5) of Rule 15c2-12 (the “Rule”), as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance \_\_\_\_\_ (the “Bond Ordinance”).

(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 Municipal Securities Rulemaking Board (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 regarding the Municipal Light and Power System (the “Light System”) of the type included in the final official statement for the Bonds and described in subsection (b) of this section (“annual financial information”). The timely filing of unaudited financial statements shall satisfy the requirements and filing deadlines pertaining to the filing of annual financial statements under subsection (b), provided that audited financial statements are to be filed if and when they are otherwise prepared and available to the City.

(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

1 or determinations with respect to the tax status of the Bonds, or other material events affecting the tax  
2 status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls  
3 (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers;  
4 (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if  
5 material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as  
6 such “Bankruptcy Events” are defined in the Rule; (13) the consummation of a merger, consolidation,  
7 or acquisition involving the City or the sale of all or substantially all of the assets of the City other than  
8 in the ordinary course of business, the entry into a definitive agreement to undertake such an action or  
9 the termination of a definitive agreement relating to any such actions, other than pursuant to its terms,  
10 if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if  
11 material; (15) incurrence of a financial obligation of the City, if material, or agreement to covenants,  
12 events of default, remedies, priority rights, or other similar terms of a financial obligation of the City,  
13 any of which affect holders of the Bonds, if material; and (16) any default, event of acceleration,  
14 termination event, modification of terms, or other similar event under the terms of a financial obligation  
15 of the City, any of which reflect financial difficulties.

16 For purposes of this Undertaking, the term “financial obligation” shall mean a debt  
17 obligation; derivative instrument entered into in connection with, or pledged as security or a source of  
18 payment for, an existing or planned debt obligation; or a guarantee of either a debt obligation or a  
19 derivative instrument entered into in connection with, or pledged as security or a source of payment  
20 for, an existing or planned debt obligation. The term “financial obligation” does not include municipal  
21 securities as to which a final official statement has been provided to the MSRB consistent with the  
22 Rule.

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

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

4                   (i)    Shall consist of (1) annual financial statements of the Drainage and Wastewater  
5 System prepared in accordance with applicable generally accepted accounting principles applicable to  
6 governmental units (except as otherwise noted herein), as such principles may be changed from time  
7 to time and as permitted by applicable state law; (2) a statement of outstanding bonded debt secured  
8 by Revenues of the Drainage and Wastewater System; (3) debt service coverage ratios; (4) general  
9 customer statistics, such as number and type of customers and revenues by customer class; and  
10 (5) current drainage rates and wastewater rates;

11                   (ii)   Shall be provided not later than the last day of the ninth month after the end of  
12 each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be  
13 changed as required or permitted by state law, commencing with the City’s fiscal year ending  
14 December 31, 20\_\_; and

15                   (iii)   May be provided in a single document or multiple documents, and may be  
16 incorporated by specific reference to documents available to the public on the Internet website of the  
17 MSRB or filed with the Securities and Exchange Commission.

18           (c)    Amendment of Undertaking. This Undertaking is subject to amendment after the  
19 primary offering of the Bonds without the consent of any Owner or holder of any Bond, or of any  
20 broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB,  
21 under the circumstances and in the manner permitted by the Rule, including:

22                   (i)    The amendment may only be made in connection with a change in  
23 circumstances that arises from a change in legal requirements, change in law, or change in the identity,  
24 nature, or status of the City, or type of business conducted by the City;

1           (ii)     The Undertaking, as amended, would have complied with the requirements of  
2 the Rule at the time of the primary offering, after taking into account any amendments or interpretations  
3 of the Rule, as well as any change in circumstances; and

4           (iii)    The amendment does not materially impair the interests of holders, as  
5 determined either by parties unaffiliated with the City (e.g., bond counsel or other counsel familiar  
6 with federal securities laws), or by an approving vote of bondholders pursuant to the terms of the Bond  
7 Ordinance at the time of the amendment.

8           The City will give notice to the MSRB of the substance (or provide a copy) of any amendment  
9 to this Undertaking and a brief statement of the reasons for the amendment. If the amendment changes  
10 the type of annual financial information to be provided, the annual financial information containing  
11 the amended financial information will include a narrative explanation of the effect of that change on  
12 the type of information to be provided.

13          (d)     Beneficiaries. This Undertaking shall inure to the benefit of the City and any Owner  
14 of Bonds, and shall not inure to the benefit of or create any rights in any other person.

15          (e)     Termination of Undertaking. The City's obligations under this Undertaking shall  
16 terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds. In  
17 addition, the City's obligations under this Undertaking shall terminate if those provisions of the Rule  
18 that require the City to comply with this Undertaking become legally inapplicable in respect of the  
19 Bonds for any reason, as confirmed by an opinion of nationally recognized bond counsel or other  
20 counsel familiar with federal securities laws delivered to the City, and the City provides timely notice  
21 of such termination to the MSRB.

22          (f)     Remedy for Failure to Comply with Undertaking. As soon as practicable after the City  
23 learns of any material failure to comply with this Undertaking, the City will proceed with due diligence  
24 to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply  
25 with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any Owner

1 of a Bond shall be to take such actions as that Owner deems necessary, including seeking an order of  
2 specific performance from an appropriate court, to compel the City or other obligated person to comply  
3 with this Undertaking.

4 (g) Designation of Official Responsible to Administer Undertaking. The Director of  
5 Finance of the City (or such other officer of the City who may in the future perform the duties of that  
6 office) or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry  
7 out this Undertaking of the City in respect of the Bonds set forth in this section and in accordance with  
8 the Rule, including, without limitation, the following actions:

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

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

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

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

21 (v) Effecting any necessary amendment of the Undertaking.

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**EXHIBIT C**  
**LIST OF OUTSTANDING SUBORDINATE OBLIGATIONS**  
**DESIGNATED AS REFUNDABLE BONDS**

<b>Loan Name/Reference</b>	<b>Project Description</b>	<b>Year of Agreement</b>	<b>Maximum Loan Amount</b>
L0500007	High Point	2004	\$ 2,679,413
PW-04-691-058	Thornton Creek	2004	\$ 3,700,000
PW-05-691-051	South Park	2005	\$ 3,400,000
L0600021	Thornton Creek	2006	\$ 6,983,021
PC-12-951-033	Midvale	2011	\$ 4,000,000
L1200022	Capitol Hill Water Quality	2014	\$ 1,880,598
EL160631	Henderson	2015	\$36,372,252
WQC-2019-SeaPUD-0050	Ship Canal Water Quality Project	2019	\$25,000,000
PC20-96103-041	Pearl Street	2020	\$10,000,000
WQC-2021-SeaPUD-00191	Ship Canal Water Quality Project	2021	\$66,000,000