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RESOLUTION NO. 7136

A RESOLUTION INTRODUCED BY MAYOR JOAN WAGNON AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES 2001-A OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,500,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF CERTAIN IMPROVEMENTS IN SAID CITY.

WHEREAS, the City of Topeka, Kansas, (the "City") is authorized pursuant to K.S.A. 65-163u (the "Act") to issue its general obligation bonds for the purpose of paying all or part of any project costs of a public water supply system operated by the City; and

WHEREAS, the City has in accordance with K.S.A. 10-1201 et seq., as amended, by its Ordinances Nos. 17428 and 17509 passed and approved on November 16, 1999, and June 6, 2000, respectively, and published as required by law, expressed its intent to improve the City's water supply system by making certain water treatment plant and distribution system improvements together with all things necessary and incidental thereto (the "Project") at a total estimated cost of \$13,814,800, notice of which was published in accordance with the requirements of law; and

WHEREAS, the City is authorized to issue its revenue bonds under the authority of K.S.A. 10-1201 et seq., as amended, and/or its general obligation bonds under the authority of the Act to finance all or part of the cost of the Project, and the cost of issuing such bonds; and

WHEREAS, the City has by its official action heretofore taken in connection with the Project expressed its intent to reimburse itself for capital expenditures made in connection with the Project

00034 prior to the issuance of tax-exempt bonds of the City, including
00035 the temporary notes hereby authorized; and

00036 WHEREAS, the costs of the Project may in accordance with the
00037 Act be paid in whole or in part from the proceeds of general obliga-
00038 tion bonds of the City in the manner provided by law; and

00039 WHEREAS, it is necessary for the City to provide cash funds to
00040 provide financing for the Project and to meet the City's obliga-
00041 tions incurred in connection with the Project prior to the comple-
00042 tion of said work and the issuance of the City's bonds, and it is
00043 desirable and in the interest of the City that such funds be raised
00044 by the issuance of temporary notes of the City, said notes to be
00045 issued by the City pursuant to the provisions of K.S.A. 10-123, as
00046 amended.

00047 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
00048 TOPEKA, KANSAS, AS FOLLOWS:

00049 Section 1.(a) For the purpose of providing funds to pay
00050 obligations incurred by the City in acquiring and constructing the
00051 Project, there shall be issued and are hereby authorized to be
00052 issued Temporary Notes, Series 2001-A, of the City, in the princi-
00053 pal amount of \$7,500,000 (the "Notes"). The Notes will consist of
00054 fully registered notes in the denomination of \$5,000 or any inte-
00055 gral multiple thereof. The Notes shall initially be registered in
00056 the name of Cede & Co., as nominee of the Depository Trust Company,
00057 New York, New York, (along with its successors and assigns, the
00058 "Securities Depository") to which payments of principal of and
00059 interest on the Notes will be made by the Treasurer of the City in
00060 lawful money of the United States of America upon presentation of
00061 the Notes for payment and cancellation. Individual purchases of

00062 Notes will be made in book-entry form only. Purchasers will not
00063 receive certificates representing their interest in Notes pur-
00064 chased. It is anticipated that during the term of the Notes, the
00065 Securities Depository will make book-entry transfers among those
00066 financial institutions (the "Participants") for whom it effects
00067 book entry transfers and pledges of securities deposited with it
00068 from time to time and receive and transmit payment of principal of
00069 and interest on the Notes to the Participants until and unless the
00070 Note Registrar (hereinafter designated) authenticates and delivers
00071 Replacement Notes to the beneficial owners as described in subsec-
00072 tion (b). The Notes shall be dated March 1, 2001, shall become due
00073 on February 15, 2002, and shall bear interest from said date at the
00074 rate of three and one-half percent (3.50%) per annum. Interest on
00075 the Notes shall be payable at the maturity of the Notes on February
00076 15, 2002, (the "Interest Payment Date") to the Registered Owner
00077 thereof appearing on the books of the Note Registrar as of the 1st
00078 day of the month of such interest payment date (the "Record Date").

00079 (b) (1) If the City determines (A) that the Securities Depos-
00080 itory is unable to properly discharge its responsibilities, or (B)
00081 that the Securities Depository is no longer qualified to act as a
00082 securities depository and registered clearing agency under the
00083 Securities and Exchange Act of 1934, as amended, or (C) that the
00084 continuation of a book-entry system to the exclusion of any Notes
00085 being issued to any registered owner of any of the Notes ("Regis-
00086 tered Owner") other than Cede & Co. is no longer in the best inter-
00087 ests of the beneficial owners of the Notes, or (2) if the Note
00088 Registrar receives written notice from Participants having inter-
00089 ests in not less than 50% of the Notes as are outstanding and un-

00090 paid, as shown on the records of the Securities Depository (and
00091 certified to such effect by the Securities Depository), that the
00092 continuation of a book-entry system to the exclusion of any Notes
00093 being issued to any Registered Owner other than Cede & Co. is no
00094 longer in the best interests of the beneficial owners of the Notes,
00095 then the Note Registrar shall notify the Registered Owners of such
00096 determination or such notice and of the availability of certifi-
00097 cates to beneficial owners requesting the same, and the Note Regis-
00098 trar shall register in the name of and authenticate and deliver
00099 replacement Notes to the beneficial owners or their nominees in
00100 principal amounts representing the interest of each, making such
00101 adjustment as it may find necessary or appropriate as to accrued
00102 interest; provided, that in the case of a determination under
00103 (1)(A) or (1)(B) of this subsection (b), the City may after consul-
00104 tation with the Note Registrar select a successor securities deposi-
00105 tory in accordance with subsection (c) hereof to effect book-entry
00106 transfers. In such event, all references to the Securities Deposi-
00107 tory herein shall relate to the period of time when the Securities
00108 Depository has possession of at least one Note. Upon the issuance
00109 of any replacement Notes ("Replacement Notes"), all references
00110 herein to obligations imposed upon or to be performed by the Securi-
00111 ties Depository shall be deemed to be imposed upon and performed by
00112 the Note Registrar, to the extent applicable with respect to such
00113 Replacement Notes. If the Securities Depository resigns and the
00114 City is unable to locate a qualified successor of the Securities
00115 Depository in accordance with subsection (c) hereof, then the Note
00116 Registrar shall authenticate and cause delivery of Replacement
00117 Notes to the beneficial owners thereof, as provided herein. The

00118 Note Registrar may rely on information from the Securities Deposito-
00119 ry and its Participants as to the names of the beneficial owners of
00120 the Notes. The cost of printing, registration, authentication and
00121 delivery of Replacement Notes shall be paid for by the City.

00122 (c) In the event the Securities Depository resigns, is unable
00123 to properly discharge its responsibilities, or is no longer quali-
00124 fied to act as a securities depository and registered clearing
00125 agency under the Securities and Exchange Act of 1934, as amended,
00126 the City may appoint a successor Securities Depository provided the
00127 Note Registrar receives written evidence satisfactory to it with
00128 respect to the ability of the successor Securities Depository to
00129 discharge its responsibilities. Any such successor Securities
00130 Depository shall be a securities depository which is a registered
00131 clearing agency under the Securities and Exchange Act of 1934, as
00132 amended, or other applicable statute or regulation that operates a
00133 securities depository upon reasonable and customary terms. The
00134 Note Registrar upon its receipt of any of the Notes for cancella-
00135 tion shall cause the delivery of such Notes to the successor Securi-
00136 ties Depository in appropriate denominations and form as provided
00137 herein.

00138 (d) The execution and delivery of the Representation Letter
00139 to Depository Trust Company, New York, New York, by the Mayor in
00140 the form attached hereto as Exhibit A with such changes, omissions,
00141 insertions and revisions as the Mayor shall deem advisable, is
00142 hereby authorized, and execution of the Representation Letter by
00143 the Mayor shall be conclusive evidence of such approval. The Repre-
00144 sentation Letter shall set forth certain matters with respect to,
00145 among other things, notices, consents and approvals by the owners

00146 (both the Registered Owner and beneficial owners) of the Notes and
00147 payments of the principal of and interest on the Notes.

00148 Section 2. The Notes shall contain recitals and be in the
00149 form as prescribed by law. The Notes shall in addition to all
00150 other requirements be subject to the terms and conditions of the
00151 agreement entitled "Agreement Between Issuer and Agent" by and
00152 between the City and the Treasurer of the State of Kansas.

00153 Section 3. The Notes shall be executed by the facsimile or
00154 manual signature of the Mayor and City Clerk or Deputy City Clerk
00155 and the seal of the City shall be printed or affixed thereon and,
00156 after such execution and the registration of the Notes by the City
00157 Clerk and the State Treasurer, Topeka, Kansas, hereby designated as
00158 both the City's Note Registrar and Paying Agent in connection with
00159 the Notes, they shall be countersigned by the City Clerk or Deputy
00160 City Clerk and delivered to the purchaser thereof upon receipt of
00161 the purchase price thereof, said purchase price to be not less than
00162 the principal amount thereof plus accrued interest. The proceeds
00163 of the Notes shall be placed in the City Treasury and applied
00164 solely to pay the costs of the Project and the costs of issuing the
00165 Notes.

00166 Section 4. The Notes to be issued shall be in substantially
00167 the following form:

00168

00169

00170 UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTA-
00171 TIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION
00172 ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EX-
00173 CHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE
00174 NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AU-
00175 THORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE &
00176 CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRE-
00177 SENTATIVE OF DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE THEREOF FOR**

00178 VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCHAS THE
00179 REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

00180

00181

00182

Temporary Note No. R-1

00183 \$ _____

\$ _____

00184

UNITED STATES OF AMERICA

00185

STATE OF KANSAS

00186

COUNTY OF SHAWNEE

00187

CITY OF TOPEKA

00188

SERIES 2001-A

00189

00190 Rate of Maturity Dated

00191 Interest: _____% Date: February 15, 2002 Date: March 1, 2001

00192 Registered Owner: Cede & Co.

00193 Principal Amount: _____ DOLLARS

00194 KNOW ALL MEN BY THESE PRESENTS:

00195 That the City of Topeka, in the County of Shawnee, State of
00196 Kansas, (the "City") for value received acknowledges itself to be
00197 indebted to and promises to pay, but solely from the sources herein-
00198 after pledged, to the registered owner identified above, or regis-
00199 tered assigns as hereinafter provided, on the maturity date identi-
00200 fied above, both the principal amount identified above and in like
00201 manner to pay interest on such principal amount from the date of
00202 this Note until said principal amount is paid. The Notes will not
00203 be subject to redemption prior to maturity.

00204 The principal of and interest on this Note shall be payable in
00205 lawful money of the United States of America by check or draft at
00206 the office of Treasurer of the State of Kansas, Topeka, Kansas,
00207 (the "Note Registrar" and "Paying Agent"), upon presentation of
00208 this Note for payment and cancellation. The full faith, credit and
00209 resources of the City are hereby pledged for the payment of the
00210 principal of and interest on this Note and the issue of which it is
00211 a part as the same respectively become due.

00212 THE TERMS AND PROVISIONS OF THIS NOTE ARE CONTINUED ON THE
00213 REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS
00214 THOUGH FULLY SET FORTH AT THIS PLACE.

00215 It is hereby certified and declared that all acts, conditions,
00216 and things required to be done and to exist precedent to and in the
00217 issuance of this Note have been properly done and performed and do
00218 exist in due and regular form and manner as required by the Consti-
00219 tution and Laws of the State of Kansas; that this Note is negotia-
00220 ble and constitutes a general obligation of the City; that this
00221 Note and any outstanding notes and bonds previously issued for the
00222 improvement described herein do not exceed the estimated cost and
00223 expense of said improvement; and that the total indebtedness of
00224 said City, including this series of Notes, does not exceed any
00225 constitutional or statutory limitation.

00226 IN WITNESS WHEREOF, the said City of Topeka, in the State of
00227 Kansas, by its Governing Body, has caused this Temporary Note to be
00228 signed by its Mayor and attested by its City Clerk, and has caused
00229 its corporate seal to be affixed hereto, all as of the 1st day of
00230 March, 2001.

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ATTEST:

(manual)
City Clerk

(manual)
Mayor, City of Topeka,
Shawnee County, Kansas

(SEAL)

This Note shall not be negotiable unless and until counter-
signed below following registration by the Treasurer of the State
of Kansas.

(manual)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of the City of Topeka, Kansas, Temporary
Notes, Series 2001-A, described in the within mentioned Resolution.

Registration Date: _____.

OFFICE OF THE STATE TREASURER
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

I.D. No. _____

CITY CLERK'S CERTIFICATE

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

I, the undersigned, City Clerk of the City of Topeka, Kansas,
do hereby certify that the within Temporary Note of the City of
Topeka, Kansas, was duly registered in my office according to law,
and that the signatures thereto are genuine.

WITNESS My Hand and Official Seal as of this 1st day of
_____, 2001.

(manual)
City Clerk of Topeka,
Shawnee County, Kansas

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

I, TIM SHALLENBURGER, Treasurer of the State of Kansas, do
hereby certify that a full and complete transcript of the proceed-

00287 ings leading up to the issuance of this Temporary Note has been
00288 filed in my office and that this Note has been registered in my
00289 office according to law this _____ day of _____,
00290 2001.

00291 WITNESS My Hand and Official Seal.

00292 TREASURER OF THE STATE OF KANSAS

00293

00294

00295 (SEAL) BY: _____ Assistant State Treasurer

00296 *****

00297

NOTE ASSIGNMENT

00298

00299 FOR VALUE RECEIVED, the undersigned does (do) hereby sell,
00300 assign and transfer to

00301

(Note Assignment)

00303

00304

00305

00306 (Social Security or Taxpayer Identifying No.)
00307 the Temporary Note to which this assignment is affixed in the out-
00308 standing principal amount of \$_____ standing in the name of
00309 undersigned on the books of the Treasurer of the State of Kansas,
00310 Topeka, Kansas, the Note Registrar. The undersigned does (do)
00311 hereby irrevocably constitute and appoint _____
00312 as attorney to transfer said Note on the books of the Note Regis-
00313 trar with full power of substitution in the premises.

00314 Dated _____

00315

Name

00316

00317

Social Security or Taxpay-
er Identifying No.

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00321

Signature (Sign Here Exact-
ly as Name(s) Appear on
Face of Certificate
Signature Guaranteed By:

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00326

(Name of Eligible Guarantor
Institution as defined by
SEC Rule 17Ad-15 (17CFR
240.17 Ad-15)

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00331

By _____

00332 *****

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FURTHER TERMS AND CONDITIONS

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00335 This Note is one of a duly authorized series of Temporary Notes
00336 aggregating the principal amount of \$7,500,000 (the "Notes") issued
00337 by the City to finance, on an interim basis, the construction of
00338 certain waterworks system improvements, heretofore duly authorized
00339 by the City, which are to be paid for either in whole or in part by
00340 the issuance of bonds of the City and this Note and the series of
00341 which it is a part is issued by the City to pay the cost of such
00342 improvements until money for such purpose and for the payment of

00343 this Note with accrued interest, if any, thereon can be raised by
00344 the City by the sale and issuance of its general obligation bonds.
00345 This Note and the series of which it is a part is issued by the
00346 authority of and in full compliance with the provisions, restric-
00347 tions and limitations of Resolution No. 7136 of the City (the
00348 "Resolution"), the Constitution and Laws of the State of Kansas,
00349 K.S.A. 10-101 to 125, inclusive, K.S.A. 65-163u and all acts amenda-
00350 tory thereof and supplemental thereto.

00351 The Notes are being issued by means of a book-entry system
00352 with no physical distribution of certificates to be made except as
00353 provided in the Resolution. One Note certificate with respect to
00354 each date on which the Notes are stated to mature, registered in
00355 the nominee name of the securities depository named in the Resolu-
00356 tion together with its successors and assigns (the "Securities
00357 Depository"), is being issued. The book-entry system will evidence
00358 positions held in the Notes by the Securities Depository's partici-
00359 pants, beneficial ownership of the Notes in authorized denomina-
00360 tions being evidenced in the records of such participants. Trans-
00361 fers of ownership shall be effected on the records of the Securi-
00362 ties Depository and its participants pursuant to the rules and
00363 procedures established by the Securities Depository and its partici-
00364 pants. The City will recognize the Securities Depository nominee,
00365 while the registered owner of this Note, as the owner of this Note
00366 for all purposes, including (i) payments of principal of and inter-
00367 est on this Note, (ii) notices and (iii) voting. Transfers of
00368 principal and interest payments to participants of the Securities
00369 Depository, and transfers of principal and interest payments to
00370 beneficial owners of the Notes by participants of the Securities
00371 Depository will be the responsibility of such participants and
00372 other nominees of such beneficial owners. The City and the Paying
00373 Agent will not be responsible or liable for such transfers of
00374 payments or for maintaining, supervising or reviewing the records
00375 maintained by the Securities Depository, the Securities Depository
00376 nominee, its participants or person acting through such partici-
00377 pants. While the Securities Depository nominee is the registered
00378 owner of this Note, notwithstanding the provision hereinabove
00379 contained, payments of principal of and interest on this Note
00380 shall be made in accordance with existing arrangements among the
00381 City, its Paying Agent and the Securities Depository.

00382 EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS NOTE MAY
00383 BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE
00384 OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITO-
00385 RY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. The City
00386 may deem and treat the person in whose name this Note is registered
00387 as the absolute owner hereof for the purpose of receiving payment
00388 of the principal hereof and interest due hereon and for all other
00389 purposes. This Note is transferable by the registered owner hereof
00390 in person or by his attorney duly authorized in writing at the
00391 office of the Note Registrar upon receipt by the Note Registrar of
00392 a duplicate original counterpart of the document by which the
00393 assignment or reassignment is made, disclosing the name and address
00394 of each such assignee. Upon receipt of such notice of assignment,
00395 the Paying Agent agrees to make all payments to the assignee desig-
00396 nated in the assignment. The City shall pay out of the proceeds of
00397 the Notes or from the funds all costs incurred in connection with
00398 the issuance, transfer, exchange or payment of the Notes except (a)

00399 fees and expenses in connection with the replacement of any of the
00400 Notes mutilated, stolen, lost or destroyed or (b) any tax or other
00401 governmental charge imposed in relation to the transfer, exchange
00402 or payment of the Notes.

00403 *****

00404

00405 Section 5. That the Notes shall be issued and sold to CIBC
00406 World Markets, New York, New York, in accordance with both the Note
00407 Bid Form (the "Note Bid Form") between such purchasers and the
00408 City, the execution of which Note Bid Form is hereby authorized,
00409 and the terms and conditions of this Resolution.

00410 Section 6. The City covenants and certifies to and for the
00411 benefit of the owners of the Notes from time to time outstanding
00412 that so long as any of the Notes remain outstanding, moneys on
00413 deposit in any fund or account in connection with the Notes, wheth-
00414 er or not such moneys were derived from the proceeds of the sale of
00415 the Notes or from any other sources, will not be used in a manner
00416 which will cause the Notes to be classified as "arbitrage bonds"
00417 within the meaning of Section 148 of the Internal Revenue Code of
00418 1986, as amended (the "Code"). Pursuant to such covenant, the City
00419 shall, to the extent permitted by law, comply throughout the term
00420 of the issue of the Notes and thereafter with the requirements of
00421 Section 148 of the Code including, but not limited to, the rebate
00422 of certain amounts, if any, to the United States.

00423 Section 7. The City covenants to take all action necessary in
00424 order to maintain the exclusion under Section 103 of the Code of
00425 the interest on the Bonds from gross income for federal income tax
00426 purposes.

00427 Section 8. That the forms of Preliminary Official Statement
00428 and the Official Statement, both of which will be dated as of the
00429 date set forth thereon, all in the form presented at the meeting at

00430 which this Resolution is adopted, are hereby approved, ratified and
00431 confirmed, and the execution, circulation and distribution thereof
00432 are hereby approved, ratified and confirmed for and on behalf of
00433 the City, in substantially the form presented at this meeting.

00434 Section 9. That the City hereby covenants and agrees that it
00435 will comply with and carry out all of the provisions of the Continu-
00436 ing Disclosure Certificate attached to the Final Certificate of the
00437 City included in the transcript of proceedings regarding the
00438 Bonds. Notwithstanding any other provision of this Resolution,
00439 failure of the City to comply with the Continuing Disclosure Certif-
00440 icate shall not be considered an event of default of the City's
00441 obligations either under this Resolution or in connection with the
00442 Notes; provided, however, any owner of the Notes may take such
00443 actions as may be necessary and appropriate, including seeking
00444 mandate or specific performance by court order, to cause the City
00445 to comply with its obligations under this Section.

00446 Section 10. That the acquisition, construction, furnishing
00447 and equipping of the Project is hereby authorized, ratified and
00448 affirmed.

00449

00450 ADOPTED by the governing body of the City of Topeka, Kansas,

00451 this 13th day of March, 2001.

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00454 (SEAL)

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00458 ATTEST:

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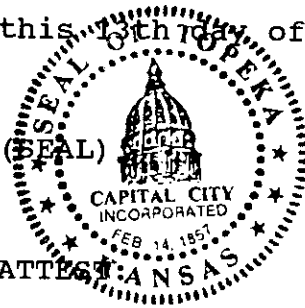
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00470 (SEAL)

00471



CITY OF TOPEKA, KANSAS

Joan Wagnon

 Joan Wagnon, Mayor

Iris E. Walker

Iris E. Walker, City Clerk

I, IRIS E. WALKER, City Clerk of the City of Topeka, Shawnee County, Kansas, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 7136, adopted and approved by the City Council on March 13, 2001.

 Iris E. Walker, City Clerk

EXHIBIT A



Book-Entry-Only Municipal Notes

Letter of Representations

[To be Completed by Issuer and Agent]

CITY OF TOPEKA, KANSAS

[Name of Issuer]

KANSAS STATE TREASURER

[Name of Agent]

March 13, 2001

[Date]

Attention: Underwriting Department
The Depository Trust Company
55 Water Street 19th Floor
New York, NY 10041-0099

Re: \$7,500,000 City of Topeka, Kansas, Temporary Notes, Series
2001-A, dated March 1, 2001

[Issue description (the "Securities")]

Ladies and Gentlemen:

This letter sets forth our understanding with respect to certain matters relating to the Securities. Agent shall act as trustee, paying agent, fiscal agent, or other agent of Issuer with respect to the Securities. The Securities have been issued pursuant to a trust indenture, note resolution, or other such document authorizing the issuance of the Securities dated March 1, 2001 (the "Document"). CIBC World Markets, New York, NY is distributing the Securities [“Underwriter”] through The Depository Trust Company (“DTC”).

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in

accordance with its Rules with respect to the Securities, Issuer and Agent, if any, make the following representations to DTC:

1. Prior to closing on the Securities on March 29, 2001, there shall be deposited with DTC one or more Security certificates registered in the name of DTC's nominee, Cede & Co., for each stated maturity of the Securities in the face amounts set forth on Schedule A hereto, the total of which represents 100% of the principal amount of such Securities. If, however, the aggregate principal amount of any maturity exceeds \$400 million, one certificate shall be issued with respect to each \$400 million of principal amount and an additional certificate shall be issued with respect to any remaining principal amount. Each Security certificate shall bear the following legend:

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

Issuer represents: *[Note: Issuer must represent one of the following, and shall cross out the other.]*

~~[The Security certificate(s) shall remain in Agent's custody as a "Balance Certificate" subject to the provisions of the Balance Certificate Agreement between Agent and DTC currently in effect.~~

~~On each day on which Agent is open for business and on which it receives an instruction originated by a DTC participant ("Participant") through DTC's Deposit/Withdrawal at Custodian ("DWAC") system to increase the Participant's account by a specified number of Securities (a "Deposit Instruction"), Agent shall, no later than 6:30 p.m. (Eastern Time) that day, either approve or cancel the Deposit Instruction through the DWAC system.~~

~~On each day on which Agent is open for business and on which it receives an instruction originated by a Participant through the DWAC system to decrease the Participant's account by a specified number of Securities (a "Withdrawal Instruction"), Agent shall, no later than 6:30 p.m. (Eastern Time) that day, either approve or cancel the Withdrawal Instruction through the DWAC system.~~

~~Agent agrees that its approval of a Deposit or Withdrawal Instruction shall be deemed to be the receipt by DTC of a new reissued or reregistered certificated Security on registration of transfer to the name of Cede & Co. for the quantity of Securities evidenced by the Balance Certificate after the Deposit or Withdrawal Instruction is effected.]~~

[The Security certificate(s) shall be custodied with DTC.]

2. Issuer: (a) understands that DTC has no obligation to, and will not, communicate to its Participants or to any person having an interest in the Securities any information contained in the Security certificate(s); and (b) acknowledges that neither DTC's Participants nor any person having an interest in the Securities shall be deemed to have notice of the provisions of the Security certificate(s) by virtue of submission of such certificate(s) to DTC.

3. In the event of any solicitation of consents from or voting by holders of the Securities, Issuer or Agent shall establish a record date for such purposes (with no provision for revocation of consents or votes by subsequent holders) and shall send notice of such record date to DTC no fewer than 15 calendar days in advance of such record date. Notices to DTC pursuant to this Paragraph by telecopy shall be directed to DTC's Reorganization Department, Proxy Unit at (212) 855-5181 or (212) 855-5182. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-5187. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to:

Supervisor, Proxy Unit
Reorganization Department
The Depository Trust Company
55 Water Street 50th Floor
New York, NY 10041-0099

4. The Securities are not subject to redemption prior to maturity.

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

6. In the event of a change in the interest rate, Agent shall send notice to DTC of such change and Agent shall indicate the stated coupon rate. Such notice, which shall include Agent's contact's name and telephone number, by telecopy shall be directed to DTC's Dividend Department at (212) 855-4555. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-4550. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to:

Manager, Announcements
Dividend Department
The Depository Trust Company
55 Water Street 25th Floor
New York, NY 10041-0099

7. Issuer or Agent shall provide a written notice of interest payment information, including stated coupon rate information, to DTC as soon as the information is available. Issuer or Agent shall provide such notice directly to DTC electronically, as previously arranged by Issuer or Agent. If electronic transmission has not been arranged, absent any other arrangements between Issuer or Agent and DTC, such information shall be sent by telecopy to DTC's Dividend Department at (212) 855-4555 or (212) 855-4556. If the party sending the notice does not receive a telecopy receipt from DTC confirming that the notice has been received, such party shall telephone (212) 855-4550. Notices to DTC pursuant to this Paragraph, by mail or by any other means, shall be sent to the address indicated in Paragraph 6.

8. Interest payments and principal payments that are part of periodic principal-and-interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds, no later than 2:30 p.m. (Eastern Time) on the payment date. Issuer shall remit by 1:00 p.m. (Eastern Time) on the payment date all such interest payments due Agent, or at such earlier time as required by Agent to guarantee that DTC shall receive payment in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired to the Dividend Deposit Account number that will be stamped on the signature page hereof at the time DTC executes this Letter of Representations.

9. Issuer or Agent shall provide DTC's Dividend Department, no later than 12:00 noon (Eastern Time) on the payment date, automated notification of CUSIP-level detail. If circumstances prevent the funds paid to Cede & Co., as nominee of DTC, by 2:30 p.m. (Eastern Time) from equaling the dollar amount associated with the detail payments by 12:00 noon (Eastern Time), Issuer or Agent must provide CUSIP-level reconciliation to DTC no later than 2:30 p.m. (Eastern Time). Reconciliation must be provided by either automated means or written format. Such reconciliation notice, if sent by teletype, shall be directed to DTC's Dividend Department at (212) 855-4633. Receipt by DTC of such reconciliation notice shall be confirmed by telephoning (212) 855-4430.

10. Maturity and redemption payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns, in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Issuer shall remit by 1:00 p.m. (Eastern Time) on the payment date all such maturity and redemption payments due Agent, or at such earlier time as required by Agent to guarantee that DTC shall receive payment in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired to the Redemption Deposit Account number that will be stamped on the signature page hereof at the time DTC executes this Letter of Representations.

11. Reorganization payments and CUSIP-level detail resulting from corporate actions (such as tender offers, remarketings, or mergers) shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Issuer shall remit by 1:00 p.m. (Eastern Time) on the payment date all such reorganization payments due Agent, or at such earlier time as required by Agent to guarantee that DTC shall receive payment in same-day funds no later than 2:30 p.m. (Eastern Time) on the payment date. Absent any other arrangements between Issuer or Agent and DTC, such funds shall be wired to the Reorganization Deposit Account number that will be stamped on the signature page hereof at the time DTC executes this Letter of Representations.

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

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

14. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent (at which time DTC will

confirm with Issuer or Agent the aggregate principal amount of Securities outstanding). Under such circumstances, at DTC's request Issuer and Agent shall cooperate fully with DTC by taking appropriate action to make available one or more separate certificates evidencing Securities to any Participant having Securities credited to its DTC accounts.

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

16. This Letter of Representations may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

17. This Letter of Representations is governed by, and shall be construed in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of law.

18. The sender of each notice delivered to DTC pursuant to this Letter of Representations is responsible for confirming that such notice was properly received by DTC.

19. Issuer recognizes that DTC does not in any way undertake to, and shall not have any responsibility to, monitor or ascertain the compliance of any transactions in the Securities with the following, as amended from time to time: (a) any exemptions from registration under the Securities Act of 1933; (b) the Investment Company Act of 1940; (c) the Employee Retirement Income Security Act of 1974; (d) the Internal Revenue Code of 1986; (e) any rules of any self-regulatory organizations (as defined under the Securities Exchange Act of 1934); or (f) any other local, state, or federal laws or regulations thereunder.

20. Issuer hereby authorizes DTC to provide to Agent listings of DTC Participants' holdings, known as Security Position Listings ("SPLs") with respect to the Securities from time to time at the request of the Agent. DTC charges a fee for such SPLs. This authorization, unless revoked by Issuer, shall continue with respect to the Securities while any Securities are on deposit at DTC, until and unless Agent shall no longer be acting. In such event, Issuer shall provide DTC with similar evidence, satisfactory to DTC, of the authorization of any successor thereto so to act. Requests for SPLs shall be sent by telecopy to the Proxy Unit of DTC's Reorganization Department at (212) 855-5181 or (212) 855-5182. Receipt of such requests shall be confirmed by telephoning (212) 855-5202. Requests for SPLs, sent by mail or by any other means, shall be directed to the address indicated in Paragraph 3.

21. Issuer and Agent shall comply with the applicable requirements stated in DTC's Operational Arrangements, as they may be amended from time to time. DTC's Operational Arrangements are posted on DTC's website at "www.DTC.org."

22. The following riders, attached hereto, are hereby incorporated into this Letter of Representations:

NONE

Notes:

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

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

Very truly yours,

CITY OF TOPEKA, KANSAS

[Issuer]

By: _____

[Authorized Officer's Signature]

KANSAS STATE TREASURER

[Agent]

By: _____

[Authorized Officer's Signature]

Received and Accepted:
THE DEPOSITORY TRUST COMPANY

cc: Underwriter
Underwriter's Counsel

SCHEDULE A

\$7,500,000 City of Topeka, Kansas, Temporary Notes,

Series 2001-A, dated March 1, 2001

[Describe Issue Including Issuer's Name]

<u>CUSIP Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
	\$7,500,000	02/15/02	3.50%

SCHEDULE B

SAMPLE OFFICIAL STATEMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

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

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$400 million, one certificate will be issued with respect to each \$400 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

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

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

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

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.]

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

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

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividends to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

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

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

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

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