

RESOLUTION NO. 7168

A RESOLUTION INTRODUCED BY MAYOR HARRY FELKER AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES 2001-B OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$6,065,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF RENEWING A PORTION OF THE PRINCIPAL AMOUNT OF THE SERIES 2000-A TEMPORARY NOTES OF SAID CITY, DATED MAY 15, 2000, AND FOR THE PURPOSE OF PROVIDING FUNDS TO PAY A PORTION OF THE COST OF CERTAIN IMPROVEMENTS IN SAID CITY.

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, all as amended, the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, Charter Ordinance No. 68 of the City of Topeka, Kansas, (the "City") (Section A12-1 of the Code of the City) and all other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had and other actions duly and legally taken, the City has approved the following internal improvements (the "Improvements"):

- (a) Bridge Project No. 12051;
- (b) Bridge Project No. 12053;
- (c) Sanitary Sewer Project No. 40595 (Phase 2);
- (d) Sanitary Sewer Project No. 40596 (Phase 3);
- (e) Sanitary Sewer Project No. 40771;
- (f) Sanitary Sewer Project No. 40887 (Phase H);
- (g) Stormwater Improvement Project No. 15020 (Phase 1);
- (h) Stormwater Improvement Project No. 15020 (Phase 3);
- (i) Stormwater Improvement Project No. 15038 (Phase 2);
- (j) Street Improvement Project No. 60389 (Phase 2);
- (k) Street Improvement Project No. 60542 (Phase 2);
- (l) Street Improvement Project No. 60552 (Phase H);

- 33 (m) Street Improvement Project No. 60554;
- 34 (n) Street Improvement Project No. 60560 (Phase H); and
- 35 (o) Street Improvement Project No. 60563 (Phase H); and

36 **WHEREAS**, the cost of making the Improvements are to be paid in whole or in part by
37 the issuance of general obligation bonds of the City in the manner provided by law; and

38 **WHEREAS**, pursuant to Resolution No. 7060 of the City adopted May 9, 2000, the City
39 has issued its Temporary Notes, Series 2000-A dated May 15, 2000, aggregating the principal
40 amount of \$13,530,000 and maturing on August 15, 2001, (the "Series 2000-A Notes") to
41 provide funds to finance certain improvements in the City including Projects Nos. 12051, 40771,
42 15020 (Phase 1), 15020 (Phase 3), 15038 (Phase 2) and 60552 (Phase H) as hereinbefore
43 described (the "Projects"), and all aspects of said Projects will not be fully completed at the
44 maturity of the Series 2000-A Notes; and

45 **WHEREAS**, it is necessary for the City to provide cash funds to renew a portion of the
46 Series 2000-A Temporary Notes issued to provide financing for the Projects and to meet the
47 City's obligations incurred in connection with the Improvements prior to the completion of said
48 work and the issuance of the City's general obligation bonds, and it is desirable and in the
49 interest of the City that such funds be raised by the issuance of temporary notes of the City, said
50 notes to be issued by the City pursuant to the provisions of K.S.A. 10-123, as amended.

51 **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
52 **TOPEKA, KANSAS, AS FOLLOWS:**

53 **Section 1.(a)** For the purpose of providing funds to renew a portion of the Series 2000-A
54 Notes issued in connection with the Projects as hereinbefore described and to pay obligations
55 incurred by the City in acquiring and constructing the Improvements, there shall be issued and
56 are hereby authorized to be issued Temporary Notes, Series 2001-B, of the City, in the principal
57 amount of \$6,065,000 (the "Notes"). The Notes will consist of fully registered notes in the
58 denomination of \$5,000 or any integral multiple thereof. The Notes shall initially be registered in
59 the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York,

60 (along with its successors and assigns, the "Securities Depository") to which payments of
61 principal on the Notes will be made by the Treasurer of the City in lawful money of the United
62 States of America upon presentation of the Notes for payment and cancellation. Individual
63 purchases of Notes will be made in book-entry form only. Purchasers will not receive
64 certificates representing their interest in Notes purchased. It is anticipated that during the term of
65 the Notes, the Securities Depository will make book-entry transfers among those financial
66 institutions (the "Participants") for whom it effects book entry transfers and pledges of securities
67 deposited with it from time to time and receive and transmit payment of principal of and interest
68 on the Notes to the Participants until and unless the Note Registrar (hereinafter designated)
69 authenticates and delivers Replacement Notes to the beneficial owners as described in subsection
70 (b). The Notes shall be dated August 1, 2001, shall become due on August 1, 2002, and shall
71 bear interest from said date at the rate of three and twenty-five hundredths percent (3.25%) per
72 annum. Interest on the Notes shall be payable at the maturity of the Notes on August 1, 2002,
73 (the "Interest Payment Date") to the Registered Owner thereof appearing on the books of the
74 Note Registrar as of the 15th day of the month of next preceding such Interest Payment Date (the
75 "Record Date").

76 (b) (1) If the City determines (A) that the Securities Depository is unable to properly
77 discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as
78 a securities depository and registered clearing agency under the Securities and Exchange Act of
79 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any
80 Notes being issued to any registered owner of any of the Notes ("Registered Owner") other than
81 Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, or (2) if the
82 Note Registrar receives written notice from Participants having interests in not less than 50% of
83 the Notes which are outstanding and unpaid, as shown on the records of the Securities
84 Depository (and certified to such effect by the Securities Depository), that the continuation of a
85 book-entry system to the exclusion of any Notes being issued to any Registered Owner other
86 than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, then the

87 Note Registrar shall notify the Registered Owners of such determination or such notice and of
88 the availability of certificates to beneficial owners requesting the same, and the Note Registrar
89 shall register in the name of and authenticate and deliver replacement Notes to the beneficial
90 owners or their nominees in principal amounts representing the interest of each, making such
91 adjustment as it may find necessary or appropriate as to accrued interest; provided, that in the
92 case of a determination under (1)(A) or (1)(B) of this subsection (b), the City may, after
93 consultation with the Note Registrar, select a successor securities depository in accordance with
94 subsection (c) hereof to effect book-entry transfers. In such event, all references to the Securities
95 Depository herein shall relate to the period of time when the Securities Depository has
96 possession of at least one Note. Upon the issuance of any replacement Notes ("Replacement
97 Notes"), all references herein to obligations imposed upon or to be performed by the Securities
98 Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the
99 extent applicable with respect to such Replacement Notes. If the Securities Depository resigns
100 and the City is unable to locate a qualified successor of the Securities Depository in accordance
101 with subsection (c) hereof, then the Note Registrar shall authenticate and cause delivery of
102 Replacement Notes to the beneficial owners thereof, as provided herein. The Note Registrar may
103 rely on information from the Securities Depository and its Participants as to the names of the
104 beneficial owners of the Notes. The cost of printing, registration, authentication and delivery of
105 Replacement Notes shall be paid for by the City.

106 (c) In the event the Securities Depository resigns, is unable to properly discharge its
107 responsibilities, or is no longer qualified to act as a securities depository and registered clearing
108 agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a
109 successor Securities Depository, provided the Note Registrar receives written evidence
110 satisfactory to it with respect to the ability of the successor Securities Depository to discharge its
111 responsibilities. Any such successor Securities Depository shall be a securities depository which
112 is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or
113 other applicable statute or regulation that operates a securities depository upon reasonable and

114 customary terms. The Note Registrar upon its receipt of any of the Notes for cancellation shall
115 cause the delivery of such Notes to the successor Securities Depository in appropriate
116 denominations and form as provided herein.

117 (d) The execution and delivery of the Representation Letter to The Depository Trust
118 Company, New York, New York, by the Mayor in the form attached hereto as Exhibit A with
119 such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby
120 authorized, and execution of the Representation Letter by the Mayor shall be conclusive
121 evidence of such approval. The Representation Letter shall set forth certain matters with respect
122 to, among other things, notices, consents and approvals by the owners (both the Registered
23 Owner and beneficial owners) of the Notes and payments of the principal of and interest on the
124 Notes.

125 **Section 2.** The Notes shall contain recitals and be in the form as prescribed by law. The
126 Notes, shall in addition to all other requirements, shall be subject to the terms and conditions of
127 the agreement entitled “Agreement Between Issuer and Agent” by and between the City and the
128 Treasurer of the State of Kansas, as Note Registrar.

129 **Section 3.** The Notes shall be executed by the facsimile or manual signature of the
130 Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be printed or affixed
131 thereon. After such execution and the registration of the Notes by the City Clerk and the Kansas
132 State Treasurer, Topeka, Kansas, hereby designated as both the City’s Note Registrar and Paying
133 Agent in connection with the Notes, the Notes shall be countersigned by the City Clerk or
134 Deputy City Clerk and delivered to the Original Purchaser thereof upon receipt of the purchase
135 price thereof, said purchase price to be not less than the principal amount thereof plus accrued
136 interest thereon to the date of delivery. The proceeds of the Notes shall be placed in the City
137 Treasury and applied solely to pay the costs of renewing the Series 2000-A Notes previously
138 issued to finance the Projects as hereinbefore described, the costs of the Improvements and the
139 costs of issuing the Notes.

140 **Section 4.** The Notes to be issued shall be in substantially the following form:

141
142 UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE
143 OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO
144 ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR
145 PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE
146 & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED
147 REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO
148 SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE
149 OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE THEREOF FOR VALUE OR
150 OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE
151 REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

152
153 **Temporary Note No. R-1**

154 \$ _____ \$ _____

155 **UNITED STATES OF AMERICA**
156 **STATE OF KANSAS**
157 **COUNTY OF SHAWNEE**
158 **CITY OF TOPEKA**
159 **SERIES 2001-B**

160
161 Rate of _____ Maturity _____ Dated _____ CUSIP NO. _____
162 Interest: _____ Date: _____ Date: August 1, 2001

163
164 Registered Owner: Cede & Co.
165 Principal Amount: _____ Dollars

166
167 **KNOW ALL MEN BY THESE PRESENTS:**

168 That the City of Topeka, in the County of Shawnee, State of Kansas, (the "City") for
169 value received acknowledges itself to be indebted to and promises to pay, but solely from the
170 sources hereinafter pledged, to the registered owner identified above, or registered assigns as
171 hereinafter provided, on the maturity date identified above, both the principal amount identified
172 above and in like manner to pay interest on such principal amount from the date of this Note
173 until said principal amount is paid. The Notes will not be subject to redemption prior to
174 maturity.

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

181 **THE TERMS AND PROVISIONS OF THIS NOTE ARE CONTINUED ON THE**
182 **REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT**
183 **AS THOUGH FULLY SET FORTH AT THIS PLACE.**

184 It is hereby certified and declared that all acts, conditions, and things required to be done
185 and to exist precedent to and in the issuance of this Note have been properly done and performed

186 and do exist in due and regular form and manner as required by the Constitution and Laws of the
187 State of Kansas; that this Note is negotiable and constitutes a general obligation of the City; that
188 this Note and any outstanding notes and bonds previously issued for the improvement described
189 herein do not exceed the estimated cost and expense of said improvement; and that the total
190 indebtedness of said City, including this series of Notes, does not exceed any constitutional or
191 statutory limitation.

192 **IN WITNESS WHEREOF**, the said City of Topeka, in the State of Kansas, by its
193 Governing Body, has caused this Temporary Note to be signed by its Mayor and attested by its
194 City Clerk, and has caused its corporate seal to be affixed hereto, all as of the 1st day of August,
195 2001.

196
197 ATTEST:

Mayor, City of Topeka, Shawnee County,
Kansas

198
199 _____
200 City Clerk

201
202 (SEAL)

203
204 This Note shall not be negotiable unless and until countersigned below following
205 registration by the Treasurer of the State of Kansas.

206
207 (SEAL) _____ City Clerk

208 *****
209

210 **CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

211
212 This Note is one of the City of Topeka, Kansas, Temporary Notes, Series 2001-B,
213 described in the within mentioned Resolution.

214
215 Registration Date: _____

216 **OFFICE OF THE STATE TREASURER**
217 Topeka, Kansas,
218 As Note Registrar and Paying Agent

219
220 I.D. No. _____ By _____

221 *****
222
223

223
224 **CITY CLERK'S CERTIFICATE**
225

226 **STATE OF KANSAS, COUNTY OF SHAWNEE, SS:**

227 I, the undersigned, City Clerk of the City of Topeka, Kansas, do hereby certify that the
228 within Temporary Note of the City of Topeka, Kansas, was duly registered in my office
229 according to law, and that the signatures thereto are genuine.
230

231 WITNESS My Hand and Official Seal as of this 1st day of August, 2001.
232

233
234 (SEAL)

City Clerk of the City of Topeka,
Shawnee County, Kansas

235
236 *****

237 **STATE TREASURER'S CERTIFICATE**
238

239
240 **STATE OF KANSAS, COUNTY OF SHAWNEE, SS:**

241
242 I, **TIM SHALLENBURGER**, Treasurer of the State of Kansas, do hereby certify that a
243 full and complete transcript of the proceedings leading up to the issuance of this Temporary Note
244 has been filed in my office and that this Note has been registered in my office according to law
245 this ___ day of _____, 2001.
246

247 WITNESS My Hand and Official Seal.

248 **TIM SHALLENBURGER**
249 Treasurer of the State of Kansas
250

251 BY: _____
252 State Treasurer

253 (SEAL)
254 *****

255 **NOTE ASSIGNMENT**
256

257 **FOR VALUE RECEIVED**, the undersigned does (do) hereby sell, assign and transfer to
258 _____

259 (Note Assignment)
260 _____

261
262
263 (Social Security or Taxpayer Identifying No.)
264

265 the Temporary Note to which this assignment is affixed in the outstanding principal amount of
266 \$ _____ standing in the name of undersigned on the books of the Treasurer of the State of
267 Kansas, Topeka, Kansas, the Note Registrar. The undersigned does (do) hereby irrevocably

268 constitute and appoint _____ as attorney to transfer said Note on the
269 books of the Note Registrar with full power of substitution in the premises.

270 Dated _____

271 _____
272 Name

273 _____
274 Social Security or Taxpayer Identifying No.

275 _____
276 Signature (Sign Here Exactly as

277 Name(s) Appear on Face of Certificate)

278 _____
279 Face of Certificate Signature Guaranteed By:

280 _____

281 _____
282 (Name of Eligible Guarantor Institution as

283 defined by SEC Rule 17Ad-15 (17CFR

284 240.17 Ad-15)

285 _____
286 By:

287 *****

288 **FURTHER TERMS AND CONDITIONS**

289

290 This Note is one of a duly authorized series of Temporary Notes aggregating the principal

291 amount of \$6,065,000 (the "Notes") issued by the City to finance, on an interim basis, the

292 construction of certain improvements, heretofore duly authorized by the City, which are to be

293 paid for either in whole or in part by the issuance of bonds of the City. This Note and the series

294 of which it is a part are issued by the City to pay the cost of such improvements until money for

295 such purpose and for the payment of this Note with accrued interest, if any, thereon can be raised

296 by the City by the sale and issuance of its general obligation bonds. This Note and the series of

297 which it is a part are issued by the authority of and in full compliance with the provisions,

298 restrictions and limitations of Resolution No. 7168 of the City (the "Resolution"), the

299 Constitution and Laws of the State of Kansas, including Article 12, Section 5 of the Constitution

300 to the State of Kansas, K.S.A. 10-101 to 125, inclusive, K.S.A. 12-6a01 *et seq.*, all as amended,

301 and Charter Ordinance No. 68 of the City and all acts amendatory thereof and supplemental

302 thereto.

303 The Notes are being issued by means of a book-entry system with no physical

304 distribution of certificates to be made except as provided in the Resolution. One Note certificate

305 with respect to each date on which the Notes are stated to mature, registered in the nominee

306 name of the securities depository named in the Resolution, together with its successors and

307 assigns (the "Securities Depository"), is being issued. The book-entry system will evidence

308 positions held in the Notes by the Securities Depository's participants, beneficial ownership of

309 the Notes in authorized denominations being evidenced in the records of such participants.

310 Transfers of ownership shall be effected on the records of the Securities Depository and its

311 participants pursuant to the rules and procedures established by the Securities Depository and its

312 participants. The City will recognize the Securities Depository nominee, while the registered

313 owner of this Note, as the owner of this Note for all purposes, including (i) payments of

314 principal of and interest on this Note, (ii) notices and (iii) voting. Transfers of principal and
315 interest payments to participants of the Securities Depository, and transfers of principal and
316 interest payments to beneficial owners of the Notes by participants of the Securities Depository
317 will be the responsibility of such participants and other nominees of such beneficial owners.
318 The City and the Paying Agent will not be responsible or liable for such transfers of payments or
319 for maintaining, supervising or reviewing the records maintained by the Securities Depository,
320 the Securities Depository nominee, its participants or persons acting through such participants.
321 While the Securities Depository nominee is the registered owner of this Note, notwithstanding
322 the provision hereinabove contained, payments of principal of and interest on this Note shall be
323 made in accordance with existing arrangements among the City, its Paying Agent and the
324 Securities Depository.

325 **EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS NOTE**
326 **MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER**
327 **NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR**
328 **SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES**
329 **DEPOSITORY.** The City may deem and treat the person in whose name this Note is registered
330 as the absolute owner hereof for the purpose of receiving payment of the principal hereof and
331 interest due hereon and for all other purposes. This Note is transferable by the registered owner
332 hereof in person or by his attorney duly authorized in writing at the office of the Note Registrar
333 upon receipt by the Note Registrar of a duplicate original counterpart of the document by which
334 the assignment or reassignment is made, disclosing the name and address of each such assignee.
335 Upon receipt of such notice of assignment, the Paying Agent agrees to make all payments to the
336 assignee designated in the assignment. The City shall pay out of the proceeds of the Notes, or
337 from other lawfully available funds, all costs incurred in connection with the issuance, transfer,
338 exchange, redemption or payment of the Notes except (a) fees and expenses in connection with
339 the replacement of any of the Notes mutilated, stolen, lost or destroyed or (b) any tax or other
340 governmental charge imposed in relation to the transfer, exchange or payment of the Notes.

341 *****

342 **Section 5.** That the Notes shall be issued and sold to Morgan Keegan & Company, Inc.,
343 Memphis, Tennessee, in accordance with both the Note Bid Form (the "Note bid Form")
344 between such Original Purchaser and the City, the execution of which Note Bid Form is
345 authorized hereby and by the other terms and conditions of this Resolution.

346 **Section 6.** That the City covenants and certifies to and for the benefit of the Owners of
347 the Notes from time to time outstanding that so long as any of the Notes remain outstanding,
348 moneys on deposit in any fund or account in connection with the Notes, whether or not such
349 moneys were derived from the proceeds of the sale of the Notes or from any other sources, will
350 not be used in a manner which will cause the Notes to be classified as "arbitrage bonds" within
351 the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

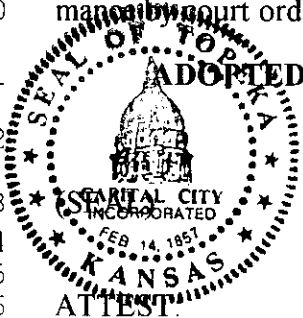
352 Pursuant to such covenant, the City shall, to the extent permitted by law, comply throughout the
353 term of the issue of the Notes and thereafter with the requirements of Section 148 of the Code
354 including, but not limited to, the rebate of certain amounts, if any, to the United States.

355 **Section 7.** That the City covenants to take all action necessary in order to maintain the
356 exclusion under Section 103 of the Code of the interest on the Notes from gross income for
357 federal income tax purposes.

358 **Section 8.** That the forms of the *Preliminary Official Statement* and the *Official*
359 *Statement*, both of which will be dated as of the date set forth thereon, all in the form presented
360 at the meeting at which this Resolution is adopted, are hereby approved, ratified and confirmed,
61 and the execution, circulation and distribution thereof are hereby approved, ratified and
362 confirmed for and on behalf of the City, in substantially the form presented at this meeting.

363 **Section 9.** That the City hereby covenants and agrees that it will comply with and carry
364 out all of the provisions of the Continuing Disclosure Certificate attached to the Final Certificate
365 of the City included in the transcript of proceedings regarding the Notes. Notwithstanding any
366 other provision of this Resolution, failure of the City to comply with the Continuing Disclosure
367 Certificate shall not be considered an event of default of the City's obligations either under this
368 Resolution or in connection with the Notes; provided, however, any owner of the Notes may take
369 such actions as may be necessary and appropriate, including seeking mandate or specific perfor-
370 mance by court order, to cause the City to comply with its obligations under this Section.

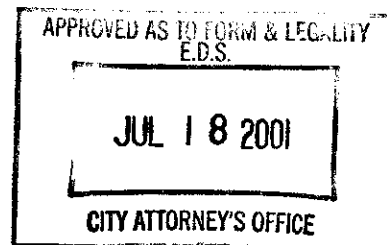
371 **ADOPTED** by the Council of the City of Topeka, Kansas, this 17th day of July, 2001.



372 **CITY OF TOPEKA, KANSAS**

373 *Harry Felker*
374 Harry Felker, Mayor

375 *Iris E. Walker*
376 Iris E. Walker, City Clerk



383 **I, IRIS E. WALKER**, City Clerk of the City of Topeka, Shawnee County, Kansas, do
384 hereby certify that the above and foregoing is a true and correct copy of Resolution No. 7168
385 adopted and approved by the City Council on July 17, 2001.
386

387
388 (SEAL)

Iris E. Walker, City Clerk



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]

July 17, 2001

[Date]

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

Re: \$6,065,000 City of Topeka, Kansas, Temporary Notes,

Series 2001-B, dated August 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 August 1, 2001

(the "Document"). Morgan Keegan & Company, Inc., Memphis, distributing the Securities
[“Underwriter”] Tennessee

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 August 9, 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 telecopy, 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

\$6,065,000 City of Topeka, Kansas, Temporary Notes,

Series 2001-B, dated August 1, 2001

[Describe Issue Including Issuer's Name]

<u>CUSIP Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
	\$6,065,000	August 1, 2002	3.25%

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.