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**RESOLUTION NO. 8116**

**A RESOLUTION INTRODUCED BY CITY MANAGER NORTON N. BONAPARTE, JR. AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES 2008-A OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$16,350,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF RENEWING A PORTION OF THE PRINCIPAL AMOUNT OF THE SERIES 2007-A TEMPORARY NOTES OF SAID CITY, DATED NOVEMBER 28, 2008, AND FOR THE PURPOSE OF PROVIDING FUNDS TO PAY A PORTION OF THE COST OF CERTAIN IMPROVEMENTS IN SAID CITY.**

16           **WHEREAS**, pursuant to K.S.A. 12-6a01 *et seq.*, as amended, the home rule authority  
17 granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution,  
18 and Charter Ordinance No. 89 of the City of Topeka, Kansas, (the “City”) (Section A12-1 of the  
19 Code of the City) and all other provisions of the laws of the State of Kansas applicable thereto,  
20 by proceedings duly had and other actions duly and legally taken, the City has approved the  
21 following internal improvements (the “Improvements”):

- 22           (a)     Water Main Improvement Project No. 28627-00;  
23           (b)     Sanitary Sewer Improvement Project No. 40874-03;  
24           (c)     Sanitary Sewer Improvement Project No. 40898-01;  
25           (d)     Sanitary Sewer Improvement Project No. 40936-00;  
26           (e)     Sanitary Sewer Improvement Project No. 40936-01;  
27           (f)     Sanitary Sewer Improvement Project No. 40945-00;  
28           (g)     Sanitary Sewer Improvement Project No. 40947-00;  
29           (h)     Sanitary Sewer Improvement Project No. 40949-01;  
30           (i)     Sanitary Sewer Improvement Project No. 40951-00;  
31           (j)     Sanitary Sewer Improvement Project No. 40951-01;  
32           (k)     Street Improvement Project No. 60607-00;  
33           (l)     Street Improvement Project No. 60611-04;

- 34 (m) Street Improvement Project No. 60619-00;
- 35 (n) Street Improvement Project No. 60624-01;
- 36 (o) Street Improvement Project No. 60624-02;
- 37 (p) Street Improvement Project No. 60625-00;
- 38 (q) Storm Sewer Improvement Project No. 60626-00;
- 39 (r) Street Improvement Project No. 60632-00;
- 40 (s) Street Improvement Project No. 60632-01;
- 41 (t) Street Improvement Project No. 60638-00;
- 42 (u) Street Improvement Project No. 60641-00; and
- 43 (v) Street Improvement Project No. 70196-02.

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

46 **WHEREAS**, pursuant to Resolution No. 8013 of the City adopted November 6, 2007,  
47 the City has issued its Temporary Notes, Series 2007-A, dated November 28, 2007, aggregating  
48 the principal amount of \$9,200,000 and maturing on November 1, 2008, (the “Series 2007-A  
49 Notes”) to provide funds to finance certain improvements in the City including Projects Nos.  
50 28627-00, 40945-00, 40947-00, 60607-00, 60624-01, 60625-00, 60626-00 and 70196-02; as  
51 hereinbefore described (the “Projects”), and all aspects of said Projects will not be fully  
52 completed at the maturity of the Series 2007-A Notes; and

53 **WHEREAS**, it is necessary for the City to provide cash funds to renew a portion of the  
54 Series 2007-A Temporary Notes issued to provide financing for the Projects and to meet the  
55 City’s obligations incurred in connection with the Improvements prior to the completion of said  
56 work and the issuance of the City’s general obligation bonds, and it is desirable and in the  
57 interest of the City that such funds be raised by the issuance of temporary notes of the City, said  
58 notes to be issued by the City pursuant to the provisions of K.S.A. 10-123, as amended.

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

61           **Section 1.(a)** For the purpose of providing funds to renew a portion of the Series 2007-A  
62 Notes issued in connection with the Projects as hereinbefore described and to pay obligations  
63 incurred by the City in acquiring and constructing the Improvements, there shall be issued and  
64 are hereby authorized to be issued Temporary Notes, Series 2008-A, of the City, in the principal  
65 amount not to exceed \$16,350,000 (the “Notes”). The Notes will consist of fully registered notes  
66 in the denomination of \$5,000 or any integral multiple thereof. The Notes shall initially be  
67 registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York,  
68 New York, (along with its successors and assigns, the "Securities Depository") to which  
69 payments of principal on the Notes will be made by the Treasurer of the State of Kansas (the  
70 “Note Registrar” and “Paying Agent”) in lawful money of the United States of America upon  
71 presentation of the Notes for payment and cancellation. Individual purchases of Notes will be  
72 made in book-entry form only. Purchasers will not receive certificates representing their interest  
73 in Notes purchased. It is anticipated that during the term of the Notes, the Securities Depository  
74 will make book-entry transfers among those financial institutions (the "Participants") for whom it  
75 effects book entry transfers and pledges of securities deposited with it from time to time and  
76 receive and transmit payment of principal of and interest on the Notes to the Participants until  
77 and unless the Note Registrar (hereinafter designated) authenticates and delivers Replacement  
78 Notes to the beneficial owners as described in subsection (b). The Notes shall be dated October  
79 29, 2008, shall become due on November 1, 2009, and shall bear interest from said date at the  
80 rate of four and one-half percent (4.50%) per annum. Interest on the Notes shall be payable at  
81 the maturity of the Notes on November 1, 2009, or at redemption prior to maturity, (the “Interest  
82 Payment Date”) to the Registered Owner thereof appearing on the books of the Note Registrar as  
83 of the 15th day of the month next preceding the applicable interest payment date (the “Record  
84 Date”).

85           (b) (1) If the City determines (A) that the Securities Depository is unable to properly  
86 discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as  
87 a securities depository and registered clearing agency under the Securities and Exchange Act of

88 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any  
89 Notes being issued to any registered owner of any of the Notes ("Registered Owner") other than  
90 Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, or (2) if the  
91 Note Registrar receives written notice from Participants having interests in not less than 50% of  
92 the Notes which are outstanding and unpaid, as shown on the records of the Securities  
93 Depository (and certified to such effect by the Securities Depository), that the continuation of a  
94 book-entry system to the exclusion of any Notes being issued to any Registered Owner other  
95 than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, then the  
96 Note Registrar shall notify the Registered Owners of such determination or such notice and of  
97 the availability of certificates to beneficial owners requesting the same, and the Note Registrar  
98 shall register in the name of and authenticate and deliver replacement Notes to the beneficial  
99 owners or their nominees in principal amounts representing the interest of each, making such  
100 adjustment as it may find necessary or appropriate as to accrued interest; provided, that in the  
101 case of a determination under (1)(A) or (1)(B) of this subsection (b), the City may, after  
102 consultation with the Note Registrar, select a successor securities depository in accordance with  
103 subsection (c) hereof to effect book-entry transfers. In such event, all references to the Securities  
104 Depository herein shall relate to the period of time when the Securities Depository has  
105 possession of at least one Note. Upon the issuance of any replacement Notes ("Replacement  
106 Notes"), all references herein to obligations imposed upon or to be performed by the Securities  
107 Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the  
108 extent applicable with respect to such Replacement Notes. If the Securities Depository resigns  
109 and the City is unable to locate a qualified successor of the Securities Depository in accordance  
110 with subsection (c) hereof, then the Note Registrar shall authenticate and cause delivery of  
111 Replacement Notes to the beneficial owners thereof, as provided herein. The Note Registrar may  
112 rely on information from the Securities Depository and its Participants as to the names of the  
113 beneficial owners of the Notes. The cost of printing, registration, authentication and delivery of  
114 Replacement Notes shall be paid for by the City.

115 (c) In the event the Securities Depository resigns, is unable to properly discharge its  
116 responsibilities, or is no longer qualified to act as a securities depository and registered clearing  
117 agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a  
118 successor Securities Depository, provided the Note Registrar receives written evidence  
119 satisfactory to it with respect to the ability of the successor Securities Depository to discharge its  
120 responsibilities. Any such successor Securities Depository shall be a securities depository which  
121 is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or  
122 other applicable statute or regulation that operates a securities depository upon reasonable and  
123 customary terms. The Note Registrar upon its receipt of any of the Notes for cancellation shall  
124 cause the delivery of such Notes to the successor Securities Depository in appropriate  
125 denominations and form as provided herein.

126 (d) The execution and delivery of the Representation Letter to The Depository Trust  
127 Company, New York, New York, by the Mayor or Deputy Mayor in the form attached hereto as  
128 Exhibit A with such changes, omissions, insertions and revisions as the Mayor or Deputy Mayor  
129 shall deem advisable, is hereby authorized, and execution of the Representation Letter by the  
130 Mayor or Deputy Mayor shall be conclusive evidence of such approval. The Representation  
131 Letter shall set forth certain matters with respect to, among other things, notices, consents and  
132 approvals by the owners (both the Registered Owner and beneficial owners) of the Notes and  
133 payments of the principal of and interest on the Notes.

134 **Section 2.** The City may call the Notes for redemption and payment prior to maturity  
135 in whole or in part, (selection of the Notes to be redeemed to be determined by the City) at any  
136 time on or after May 1, 2009, at the redemption price (the "Redemption Price") of 100%  
137 (expressed as a percentage of the principal amount), plus accrued interest thereon to the date of  
138 such redemption (the "Redemption Date").

139 Notes shall be redeemed only in the principal amount of \$5,000 or any integral multiple  
140 thereof. When less than all of the Notes are to be redeemed and paid prior to their stated  
141 maturity, such Notes shall be redeemed in such manner as the City shall determine. Notes of less

142 than a full stated maturity shall be selected by the Note Registrar in \$5,000 units of principal  
143 amount in such equitable manner as the Note Registrar may determine. In the case of a partial  
144 redemption of Notes by lot when Notes of denominations greater than \$5,000 are then  
145 outstanding, then for all purposes in connection with such redemption each \$5,000 of face value  
146 shall be treated as though it were a separate Note of the denomination of \$5,000. If it is  
147 determined that one or more, but not all, of the \$5,000 units of face value represented by any  
148 Note is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or  
149 units, the Registered Owner or the Registered Owner's duly authorized agent shall forthwith  
150 present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price  
151 and interest to the Redemption Date of such \$5,000 unit or units of face value called for  
152 redemption, and (2) for exchange without charge to the Registered Owner thereof, for a new  
153 Note or Notes of the aggregate principal amount of the unredeemed portion of the principal  
154 amount of such Note. If the Registered Owner of any such Note fails to present such Note to the  
155 Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due  
156 and payable on the redemption date to the extent of the \$5,000 unit or units of face value called  
157 for redemption (and to that extent only).

158 Unless waived by any Registered Owner of Notes to be redeemed, if the City shall call  
159 any Notes for redemption and payment prior to the stated maturity thereof, the City shall give  
160 written notice of its intention to call and pay said Notes to the Note Registrar, and the  
161 Underwriter. In addition, the City shall in accordance with the requirements of K.S.A. 10-129,  
162 as amended, cause the Note Registrar to give written notice of redemption to the Registered  
163 Owners of said Notes. Each of said written notices shall be deposited in the United States first  
164 class mail not less than 30 days prior to the Redemption Date.

165 All official notices of redemption shall be dated and shall contain the following  
166 information: (a) the Redemption Date; (b) the Redemption Price; (c) if less than all outstanding  
167 Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes,  
168 the respective principal amounts) of the Notes to be redeemed; (d) a statement that on the

169 Redemption Date the Redemption Price will become due and payable upon each such Note or  
170 portion thereof called for redemption and that interest thereon shall cease to accrue from and  
171 after the Redemption Date; and (e) the place where such Notes are to be surrendered for payment  
172 of the Redemption Price, which shall be the principal office of the Paying Agent. The failure of  
173 any Registered Owner to receive notice given as heretofore provided or an immaterial defect  
174 therein shall not invalidate any redemption.

175 Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of  
176 money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be  
177 redeemed on such Redemption Date. Official notice of redemption having been given as  
178 aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the  
179 Redemption Date, at the Redemption Price therein specified, and from and after the Redemption  
180 Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of  
181 Notes shall cease to bear interest.

182 In addition to the foregoing notice, the Paying Agent is also directed to comply with any  
183 mandatory or voluntary standards then in effect for processing redemptions of municipal  
184 securities established by the State or the Securities and Exchange Commission. Failure to  
185 comply with such standards shall not affect or invalidate the redemption of any Note.

186 **Section 3.** The Notes shall contain recitals and be in the form as prescribed by law. The  
187 Notes, shall in addition to all other requirements, shall be subject to the terms and conditions of  
188 the agreement entitled “Agreement Between Issuer and Agent” by and between the City and the  
189 Treasurer of the State of Kansas, as Note Registrar.

190 **Section 4.** The Notes shall be executed by the facsimile or manual signature of the  
191 Mayor or Deputy Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be  
192 printed or affixed thereon. After such execution and the registration of the Notes by the City  
193 Clerk and the Kansas State Treasurer, Topeka, Kansas, hereby designated as both the City’s Note  
194 Registrar and Paying Agent in connection with the Notes, the Notes shall be countersigned by  
195 the City Clerk or Deputy City Clerk and delivered to the Original Purchaser thereof upon receipt

196 of the purchase price thereof, said purchase price to be not less than the principal amount thereof  
197 plus accrued interest thereon to the date of delivery. The proceeds of the Notes shall be placed in  
198 the City Treasury and applied solely to pay the costs of renewing the Series 2007-A Notes  
199 previously issued to finance the Projects as hereinbefore described, the costs of the  
200 Improvements and the costs of issuing the Notes.

201 **Section 5.** The Notes to be issued shall be in substantially the following form:

202  
203 UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE  
204 OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO  
205 ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR  
206 PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE  
207 & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED  
208 REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO  
209 SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE  
210 OF DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE THEREOF FOR VALUE OR**  
211 **OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE**  
212 **REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

213  
214 **Temporary Note No. R-1**  
215 **\$16,350,000** **\$16,350,000**  
216 **UNITED STATES OF AMERICA**  
217 **STATE OF KANSAS**  
218 **COUNTY OF SHAWNEE**  
219 **CITY OF TOPEKA**  
220 **SERIES 2008-A**

221  
222 Rate of Maturity Dated CUSIP NO. \_\_\_\_\_  
223 Interest: 4.50% Date: November 1, 2009 Date: October 29, 2008  
224 Registered Owner: Cede & Co.  
225 Principal Amount: Sixteen Million Three Hundred Fifty Thousand Dollars

226  
227 **KNOW ALL MEN BY THESE PRESENTS:**

228 That the City of Topeka, in the County of Shawnee, State of Kansas, (the "City") for  
229 value received acknowledges itself to be indebted to and promises to pay, but solely from the  
230 sources hereinafter pledged, to the registered owner identified above, or registered assigns as  
231 hereinafter provided, on the maturity date identified above, unless called for redemption and  
232 payment prior to such maturity date as hereinafter provided, both the principal amount identified  
233 above and in like manner to pay interest on such principal amount from the date of this Note  
234 until said principal amount is paid. In accordance with the terms and conditions of the  
235 Resolution, the City may call this Note for redemption and payment on or after May 1, 2009, by  
236 serving written notice to that effect on the owner of this Note at least thirty (30) days before the

237 date of such call and it may redeem this Note on the date of such call upon payment to the owner  
238 hereof of the principal of and interest accrued to the date of such call and no further interest shall  
239 accrue on the Note subsequent to such date of redemption.

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

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

249 It is hereby certified and declared that all acts, conditions, and things required to be done  
250 and to exist precedent to and in the issuance of this Note have been properly done and performed  
251 and do exist in due and regular form and manner as required by the Constitution and Laws of the  
252 State of Kansas; that this Note is negotiable and constitutes a general obligation of the City; that  
253 this Note and any outstanding notes and bonds previously issued for the improvement described  
254 herein do not exceed the estimated cost and expense of said improvement; and that the total  
255 indebtedness of said City, including this series of Notes, does not exceed any constitutional or  
256 statutory limitation.

257  
258 **IN WITNESS WHEREOF**, the said City of Topeka, in the State of Kansas, by its  
259 Governing Body, has caused this Temporary Note to be signed by its Mayor or Deputy Mayor  
260 and attested by its City Clerk, and has caused its corporate seal to be affixed hereto, all as of the  
261 29th day of October, 2008.

262  
263 ATTEST: \_\_\_\_\_  
264 Mayor, City of Topeka, Shawnee County,  
265 Kansas  
266 \_\_\_\_\_  
267 City Clerk

268 (SEAL)

269  
270 This Note shall not be negotiable unless and until countersigned below following  
271 registration by the Treasurer of the State of Kansas.

272  
273 (SEAL) \_\_\_\_\_ City Clerk

274 \*\*\*\*\*

275 **CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

276  
277 This Note is one of the City of Topeka, Kansas, Temporary Notes, Series 2008-A,  
278 described in the within mentioned Resolution.

279  
280 Registration Date: \_\_\_\_\_.

281 **OFFICE OF THE STATE TREASURER**  
282 Topeka, Kansas,

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As Note Registrar and Paying Agent

I.D. No. \_\_\_\_\_ By \_\_\_\_\_

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**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 29th day of October, 2008.

(SEAL)

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

\*\*\*\*\*

**STATE TREASURER'S CERTIFICATE**

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

I, **LYNN JENKINS**, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this Temporary Note has been filed in my office and that this Note has been registered in my office according to law this \_\_\_\_ day of October, 2008.

WITNESS My Hand and Official Seal.

**LYNN JENKINS**  
Treasurer of the State of Kansas

BY: \_\_\_\_\_

(SEAL)

State Treasurer

\*\*\*\*\*

**NOTE ASSIGNMENT**

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

\_\_\_\_\_  
(Note Assignment)  
\_\_\_\_\_

\_\_\_\_\_  
(Social Security or Taxpayer Identifying No.)

329 the Temporary Note to which this assignment is affixed in the outstanding principal amount of  
330 \$\_\_\_\_\_ standing in the name of undersigned on the books of the Treasurer of the State  
331 of Kansas, Topeka, Kansas, the Note Registrar. The undersigned does (do) hereby irrevocably  
332 constitute and appoint \_\_\_\_\_ as attorney to transfer said Note on the  
333 books of the Note Registrar with full power of substitution in the premises.

334 Dated \_\_\_\_\_  
335 \_\_\_\_\_  
336 Name  
337 \_\_\_\_\_  
338 Social Security or Taxpayer Identifying No.  
339 \_\_\_\_\_  
340 Signature (Sign Here Exactly as  
341 Name(s) Appear on Face of Certificate)  
342 \_\_\_\_\_  
343 Face of Certificate Signature Guaranteed By:  
344 \_\_\_\_\_  
345 (Name of Eligible Guarantor Institution as  
346 defined by SEC Rule 17Ad-15 (17CFR  
347 240.17 Ad-15)  
348 \_\_\_\_\_  
349 By: \_\_\_\_\_  
350 \_\_\_\_\_

351 \*\*\*\*\*

352 **FURTHER TERMS AND CONDITIONS**

353  
354 This Note is one of a duly authorized series of Temporary Notes aggregating the principal  
355 amount of \$16,350,000 (the "Notes") issued by the City to finance, on an interim basis, the  
356 construction of certain improvements, heretofore duly authorized by the City, which are to be  
357 paid for either in whole or in part by the issuance of bonds of the City. This Note and the series  
358 of which it is a part are issued by the City to pay the cost of such improvements until money for  
359 such purpose and for the payment of this Note with accrued interest, if any, thereon can be raised  
360 by the City by the sale and issuance of its general obligation bonds. This Note and the series of  
361 which it is a part are issued by the authority of and in full compliance with the provisions,  
362 restrictions and limitations of Resolution No. 8116 of the City (the "Resolution"), the  
363 Constitution and Laws of the State of Kansas, including Article 12, Section 5 of the Constitution  
364 to the State of Kansas, K.S.A. 10-101 to 125, inclusive, K.S.A. 12-6a01 *et seq.*, as amended, and  
365 Charter Ordinance No. 89 of the City (Section A12-1 of the Code of the City) and all acts  
366 amendatory thereof and supplemental thereto.

367 The Notes are being issued by means of a book-entry system with no physical  
368 distribution of certificates to be made except as provided in the Resolution. One Note certificate  
369 with respect to each date on which the Notes are stated to mature, registered in the nominee  
370 name of the securities depository named in the Resolution, together with its successors and  
371 assigns (the "Securities Depository"), is being issued. The book-entry system will evidence  
372 positions held in the Notes by the Securities Depository's participants, beneficial ownership of  
373 the Notes in authorized denominations being evidenced in the records of such participants.  
374 Transfers of ownership shall be effected on the records of the Securities Depository and its

375 participants pursuant to the rules and procedures established by the Securities Depository and its  
376 participants. The City will recognize the Securities Depository nominee, while the registered  
377 owner of this Note, as the owner of this Note for all purposes, including (i) payments of  
378 principal of and interest on this Note, (ii) notices and (iii) voting. Transfers of principal and  
379 interest payments to participants of the Securities Depository, and transfers of principal and  
380 interest payments to beneficial owners of the Notes by participants of the Securities Depository  
381 will be the responsibility of such participants and other nominees of such beneficial owners.  
382 The City and the Paying Agent will not be responsible or liable for such transfers of payments or  
383 for maintaining, supervising or reviewing the records maintained by the Securities Depository,  
384 the Securities Depository nominee, its participants or persons acting through such participants.  
385 While the Securities Depository nominee is the registered owner of this Note, notwithstanding  
386 the provision hereinabove contained, payments of principal of and interest on this Note shall be  
387 made in accordance with existing arrangements among the City, its Paying Agent and the  
388 Securities Depository.

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

405 \*\*\*\*\*

406 **Section 6.** That the Notes shall be issued and sold to Morgan Stanley DW Inc., Purchase,  
407 New York, in accordance with both the Note Bid Form (the “Note Bid Form”) between such  
408 Original Purchaser and the City, the execution of which Note Bid Form is authorized hereby and  
409 by the other terms and conditions of this Resolution.

410 **Section 7.** That the City covenants and certifies to and for the benefit of the Owners of  
411 the Notes from time to time outstanding that so long as any of the Notes remain outstanding,  
412 moneys on deposit in any fund or account in connection with the Notes, whether or not such  
413 moneys were derived from the proceeds of the sale of the Notes or from any other sources, will  
414 not be used in a manner which will cause the Notes to be classified as “arbitrage bonds” within

415 the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”).  
416 Pursuant to such covenant, the City shall, to the extent permitted by law, comply throughout the  
417 term of the issue of the Notes and thereafter with the requirements of Section 148 of the Code  
418 including, but not limited to, the rebate of certain amounts, if any, to the United States.

419 **Section 8.** That the City covenants to take all action necessary in order to maintain the  
420 exclusion under Section 103 of the Code of the interest on the Notes from gross income for  
421 federal income tax purposes.

422 **Section 9.** That the forms of the *Preliminary Official Statement* and the *Official*  
423 *Statement*, both of which will be dated as of the date set forth thereon, all in the form presented  
424 at the meeting at which this Resolution is adopted, are hereby approved, ratified and confirmed,  
425 and the execution, circulation and distribution thereof are hereby approved, ratified and  
426 confirmed for and on behalf of the City, in substantially the form presented at this meeting.

427 **Section 10.** That the City hereby covenants and agrees that it will comply with and carry  
428 out all of the provisions of the Continuing Disclosure Certificate attached to the Final Certificate  
429 of the City included in the transcript of proceedings regarding the Notes. Notwithstanding any  
430 other provision of this Resolution, failure of the City to comply with the Continuing Disclosure  
431 Certificate shall not be considered an event of default of the City's obligations either under this  
432 Resolution or in connection with the Notes; provided, however, any owner of the Notes may take  
433 such actions as may be necessary and appropriate, including seeking mandate or specific perfor-  
434 mance by court order, to cause the City to comply with its obligations under this Section.



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EXHIBIT A

**LETTER OF REPRESENTATIONS**

(ATTACHED)