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RESOLUTION NO. 8141

**A RESOLUTION INTRODUCED BY CITY MANAGER
NORTON N. BONAPARTE, JR. AUTHORIZING AND
DIRECTING THE ISSUANCE OF TEMPORARY NOTES,
SERIES 2009-A OF THE CITY OF TOPEKA, KANSAS, IN
THE AGGREGATE PRINCIPAL AMOUNT OF \$820,000
FOR THE PURPOSE OF PROVIDING FUNDS TO PAY
PORTION OF THE COST OF CERTAIN IMPROVEMENTS
IN SAID CITY.**

12 **WHEREAS**, pursuant to Charter Ordinance No. 89 of the City of Topeka, Kansas, (the
13 “City”) (Section A12-1 of the Code of the City) and all other provisions of the laws of the State
14 of Kansas applicable thereto, by proceedings duly had and other actions duly and legally taken,
15 the City has approved the improvement of its water, water pollution control, and stormwater
16 utility system (the “System”) by rehabilitating the Water Treatment Plant consisting of the
17 rehabilitation of the lime softening basin in the North Train of the East Plant, rehabilitation of the
18 interior valves and piping at Layne Station, rehabilitation of exterior valves at Layne Station,
19 testing and rehabilitation of medium and high voltage electrical gear at the Water Treatment
20 Plant and Booster Stations, replacement/reconstruction of the dust collection system at the Water
21 Treatment Plan, replacement of the roof membrane on the East Filter Building and any related
22 appurtenances needed for a complete project including all things necessary and incidental thereto
23 (the “Improvements”) at the total estimated cost of \$1,000,000; and

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

27 **WHEREAS**, it is necessary for the City to provide cash funds to meet the City’s
28 obligations incurred in connection with the Improvements prior to the completion of said work
29 and the issuance of the City’s general obligation bonds, and it is desirable and in the interest of
30 the City that such funds be raised by the issuance of temporary notes of the City, said notes to be
31 issued by the City pursuant to the provisions of K.S.A. 10-123, as amended.

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

34 **Section 1.**(a) For the purpose of providing funds to pay obligations incurred by the City
35 in constructing the Improvements, there shall be issued and are hereby authorized to be issued
36 Temporary Notes, Series 2009-A, of the City, in the principal amount not to exceed \$820,000
37 (the "Notes"). The Notes will consist of fully registered notes in the denomination of \$5,000 or
38 any integral multiple thereof. The Notes shall initially be registered in the name of Cede & Co.,
39 as nominee of The Depository Trust Company, New York, New York, (along with its successors
40 and assigns, the "Securities Depository") to which payments of principal on the Notes will be
41 made by the Treasurer of the State of Kansas (the "Note Registrar" and "Paying Agent") in
42 lawful money of the United States of America upon presentation of the Notes for payment and
43 cancellation. Individual purchases of Notes will be made in book-entry form only. Purchasers
44 will not receive certificates representing their interest in Notes purchased. It is anticipated that
45 during the term of the Notes, the Securities Depository will make book-entry transfers among
46 those financial institutions (the "Participants") for whom it effects book entry transfers and
47 pledges of securities deposited with it from time to time and receive and transmit payment of
48 principal of and interest on the Notes to the Participants until and unless the Note Registrar
49 (hereinafter designated) authenticates and delivers Replacement Notes to the beneficial owners
50 as described in subsection (b). The Notes shall be dated February 19, 2009, shall become due on
51 November 1, 2010, and shall bear interest from said date at the rate of three and five hundredths
52 percent (3.05%) per annum. Interest on the Notes shall be payable in lawful money of the
53 United States of America semiannually on February 15 and August 15 of each year commencing
54 August 15, 2009, (the "Interest Payment Dates") until the principal of the Notes has been paid,
55 by check or draft of the City to the registered owners of the Notes appearing on the books
56 maintained by the Note Registrar as of the preceding February 1 and August 1 (the "Record
57 Dates").

58 (b) (1) If the City determines (A) that the Securities Depository is unable to properly
59 discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as
60 a securities depository and registered clearing agency under the Securities and Exchange Act of
61 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any
62 Notes being issued to any registered owner of any of the Notes ("Registered Owner") other than
63 Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, or (2) if the
64 Note Registrar receives written notice from Participants having interests in not less than 50% of
65 the Notes which are outstanding and unpaid, as shown on the records of the Securities
66 Depository (and certified to such effect by the Securities Depository), that the continuation of a
67 book-entry system to the exclusion of any Notes being issued to any Registered Owner other
68 than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, then the
69 Note Registrar shall notify the Registered Owners of such determination or such notice and of
70 the availability of certificates to beneficial owners requesting the same, and the Note Registrar
71 shall register in the name of and authenticate and deliver replacement Notes to the beneficial
72 owners or their nominees in principal amounts representing the interest of each, making such
73 adjustment as it may find necessary or appropriate as to accrued interest; provided, that in the
74 case of a determination under (1)(A) or (1)(B) of this subsection (b), the City may, after
75 consultation with the Note Registrar, select a successor securities depository in accordance with
76 subsection (c) hereof to effect book-entry transfers. In such event, all references to the Securities
77 Depository herein shall relate to the period of time when the Securities Depository has
78 possession of at least one Note. Upon the issuance of any replacement Notes ("Replacement
79 Notes"), all references herein to obligations imposed upon or to be performed by the Securities
80 Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the
81 extent applicable with respect to such Replacement Notes. If the Securities Depository resigns
82 and the City is unable to locate a qualified successor of the Securities Depository in accordance
83 with subsection (c) hereof, then the Note Registrar shall authenticate and cause delivery of
84 Replacement Notes to the beneficial owners thereof, as provided herein. The Note Registrar may

85 rely on information from the Securities Depository and its Participants as to the names of the
86 beneficial owners of the Notes. The cost of printing, registration, authentication and delivery of
87 Replacement Notes shall be paid for by the City.

88 (c) In the event the Securities Depository resigns, is unable to properly discharge its
89 responsibilities, or is no longer qualified to act as a securities depository and registered clearing
90 agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a
91 successor Securities Depository, provided the Note Registrar receives written evidence
92 satisfactory to it with respect to the ability of the successor Securities Depository to discharge its
93 responsibilities. Any such successor Securities Depository shall be a securities depository which
94 is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or
95 other applicable statute or regulation that operates a securities depository upon reasonable and
96 customary terms. The Note Registrar upon its receipt of any of the Notes for cancellation shall
97 cause the delivery of such Notes to the successor Securities Depository in appropriate
98 denominations and form as provided herein.

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

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

112 Notes shall be redeemed only in the principal amount of \$5,000 or any integral multiple
113 thereof. When less than all of the Notes are to be redeemed and paid prior to their stated
114 maturity, such Notes shall be redeemed in such manner as the City shall determine. Notes of less
115 than a full stated maturity shall be selected by the Note Registrar in \$5,000 units of principal
116 amount in such equitable manner as the Note Registrar may determine. In the case of a partial
117 redemption of Notes by lot when Notes of denominations greater than \$5,000 are then
118 outstanding, then for all purposes in connection with such redemption each \$5,000 of face value
119 shall be treated as though it were a separate Note of the denomination of \$5,000. If it is
120 determined that one or more, but not all, of the \$5,000 units of face value represented by any
121 Note is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or
122 units, the Registered Owner or the Registered Owner's duly authorized agent shall forthwith
123 present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price
124 and interest to the Redemption Date of such \$5,000 unit or units of face value called for
125 redemption, and (2) for exchange without charge to the Registered Owner thereof, for a new
126 Note or Notes of the aggregate principal amount of the unredeemed portion of the principal
127 amount of such Note. If the Registered Owner of any such Note fails to present such Note to the
128 Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due
129 and payable on the redemption date to the extent of the \$5,000 unit or units of face value called
130 for redemption (and to that extent only).

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

138 All official notices of redemption shall be dated and shall contain the following
139 information: (a) the Redemption Date; (b) the Redemption Price; (c) if less than all outstanding
140 Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes,
141 the respective principal amounts) of the Notes to be redeemed; (d) a statement that on the
142 Redemption Date the Redemption Price will become due and payable upon each such Note or
143 portion thereof called for redemption and that interest thereon shall cease to accrue from and
144 after the Redemption Date; and (e) the place where such Notes are to be surrendered for payment
145 of the Redemption Price, which shall be the principal office of the Paying Agent. The failure of
146 any Registered Owner to receive notice given as heretofore provided or an immaterial defect
147 therein shall not invalidate any redemption.

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

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

159 **Section 3.** The Notes shall contain recitals and be in the form as prescribed by law. The
160 Notes, shall in addition to all other requirements, shall be subject to the terms and conditions of
161 the agreement entitled "Agreement Between Issuer and Agent" by and between the City and the
162 Treasurer of the State of Kansas, as Note Registrar.

163 **Section 4.** The Notes shall be executed by the facsimile or manual signature of the
164 Mayor or Deputy Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be

165 printed or affixed thereon. After such execution and the registration of the Notes by the City
166 Clerk and the Kansas State Treasurer, Topeka, Kansas, hereby designated as both the City's Note
167 Registrar and Paying Agent in connection with the Notes, the Notes shall be countersigned by
168 the City Clerk or Deputy City Clerk and delivered to the Original Purchaser thereof upon receipt
169 of the purchase price thereof, said purchase price to be not less than the principal amount thereof
170 plus accrued interest thereon to the date of delivery. The proceeds of the Notes shall be placed in
171 the City Treasury and applied solely to pay the costs of the Improvements and the costs of
172 issuing the Notes.

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

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175 UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE
176 OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO
177 ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR
178 PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE
179 & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED
180 REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO
181 SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE
182 OF DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE THEREOF FOR VALUE OR**
183 **OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE**
184 **REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

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186 **Temporary Note No. R-1**
187 **\$820,000** **\$820,000**
188 **UNITED STATES OF AMERICA**
189 **STATE OF KANSAS**
190 **COUNTY OF SHAWNEE**
191 **CITY OF TOPEKA**
192 **SERIES 2009-A**
193
194 Rate of _____ Maturity _____ Dated _____ CUSIP NO. _____
195 Interest: _____% Date: November 1, 2010 Date: February 19, 2009
196 Registered Owner: Cede & Co.
197 Principal Amount: Eight Hundred Twenty Thousand Dollars

198
199 **KNOW ALL MEN BY THESE PRESENTS:**

200 That the City of Topeka, in the County of Shawnee, State of Kansas, (the "City") for
201 value received acknowledges itself to be indebted to and promises to pay, but solely from the
202 sources hereinafter pledged, to the registered owner identified above, or registered assigns as
203 hereinafter provided, on the maturity date identified above, unless called for redemption and

204 payment prior to such maturity date as hereinafter provided, both the principal amount identified
205 above and in like manner to pay interest on such principal amount from the date of this Note or
206 from the most recent interest payment date to which interest has been paid prior to the
207 registration date set forth below at the rate of interest per annum set forth above semiannually on
208 February 15 and August 15 of each year (the "Interest Payment Dates") commencing August 15,
209 2009, until said principal amount is paid. In accordance with the terms and conditions of the
210 Resolution, the City may call this Note for redemption and payment on or after November 1,
211 2009, by serving written notice to that effect on the owner of this Note at least thirty (30) days
212 before the date of such call and it may redeem this Note on the date of such call upon payment to
213 the owner hereof of the principal of and interest accrued to the date of such call and no further
214 interest shall accrue on the Note subsequent to such date of redemption.

215 The principal of and interest on this Note shall be payable in lawful money of the United
216 States of America by check or draft at the office of the Treasurer of the State of Kansas, Topeka,
217 Kansas, (the "Note Registrar" and "Paying Agent"), upon presentation of this Note for payment
218 and cancellation. The interest on the Note shall be payable in lawful money to the United States
219 of American by check or draft of the City by mailing to the registered owner thereof at the
220 address appearing on the registration books of the City or at such other address as is furnished in
221 writing by such registered owner to the City at the close of business on the 1st day of February or
222 August next preceding the applicable interest payment date (the "Record Dates"). The full faith,
223 credit and resources of the City are hereby pledged for the payment of the principal of and
224 interest on this Note and the issue of which it is a part as the same respectively become due.

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

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

236 **IN WITNESS WHEREOF**, the said City of Topeka, in the State of Kansas, by its
237 Governing Body, has caused this Temporary Note to be signed by its Mayor or Deputy Mayor
238 and attested by its City Clerk, and has caused its corporate seal to be affixed hereto, all as of the
239 19th day of February, 2009.

240
241 ATTEST:
242
243 _____
244 City Clerk

Mayor, City of Topeka, Shawnee County,
Kansas

245
246 (SEAL)

247
248 This Note shall not be negotiable unless and until countersigned below following
249 registration by the Treasurer of the State of Kansas.

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(SEAL)

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of the City of Topeka, Kansas, Temporary Notes, Series 2009-A, described in the within mentioned Resolution.

Registration Date: _____.

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

I.D. No. _____

By _____

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 19th day of February, 2009.

(SEAL)

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

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

I, DENNIS MCKINNEY, 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 February, 2009.

WITNESS My Hand and Official Seal.

DENNIS MCKINNEY
Treasurer of the State of Kansas

BY: _____

(SEAL)

State Treasurer

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NOTE ASSIGNMENT

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

(Note Assignment)

(Social Security or Taxpayer Identifying No.)

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

Dated _____

Name

Social Security or Taxpayer Identifying No.

Signature (Sign Here Exactly as
Name(s) Appear on Face of Certificate)

Face of Certificate Signature Guaranteed By:

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

By: _____

FURTHER TERMS AND CONDITIONS

This Note is one of a duly authorized series of Temporary Notes aggregating the principal amount of \$820,000 (the "Notes") issued by the City to finance, on an interim basis, the construction of certain improvements, heretofore duly authorized by the City, which are to be paid for either in whole or in part by the issuance of bonds of the City. This Note and the series of which it is a part are issued by the City to pay the cost of such improvements until money for such purpose and for the payment of this Note with accrued interest, if any, thereon can be raised by the City by the sale and issuance of its general obligation bonds. This Note and the series of which it is a part are issued by the authority of and in full compliance with the provisions, restrictions and limitations of Resolution No. 8141 of the City (the "Resolution"), the Constitution and Laws of the State of Kansas, including Article 12, Section 5 of the Constitution

342 to the State of Kansas, K.S.A. 10-101 to 125, inclusive, Charter Ordinance No. 89 of the City
343 (Section A12-1 of the Code of the City) and all acts amendatory thereof and supplemental
344 thereto.

345 The Notes are being issued by means of a book-entry system with no physical
346 distribution of certificates to be made except as provided in the Resolution. One Note certificate
347 with respect to each date on which the Notes are stated to mature, registered in the nominee
348 name of the securities depository named in the Resolution, together with its successors and
349 assigns (the "Securities Depository"), is being issued. The book-entry system will evidence
350 positions held in the Notes by the Securities Depository's participants, beneficial ownership of
351 the Notes in authorized denominations being evidenced in the records of such participants.
352 Transfers of ownership shall be effected on the records of the Securities Depository and its
353 participants pursuant to the rules and procedures established by the Securities Depository and its
354 participants. The City will recognize the Securities Depository nominee, while the registered
355 owner of this Note, as the owner of this Note for all purposes, including (i) payments of
356 principal of and interest on this Note, (ii) notices and (iii) voting. Transfers of principal and
357 interest payments to participants of the Securities Depository, and transfers of principal and
358 interest payments to beneficial owners of the Notes by participants of the Securities Depository
359 will be the responsibility of such participants and other nominees of such beneficial owners.
360 The City and the Paying Agent will not be responsible or liable for such transfers of payments or
361 for maintaining, supervising or reviewing the records maintained by the Securities Depository,
362 the Securities Depository nominee, its participants or persons acting through such participants.
363 While the Securities Depository nominee is the registered owner of this Note, notwithstanding
364 the provision hereinabove contained, payments of principal of and interest on this Note shall be
365 made in accordance with existing arrangements among the City, its Paying Agent and the
366 Securities Depository.

367 **EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS NOTE**
368 **MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER**
369 **NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR**
370 **SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES**
371 **DEPOSITORY.** The City may deem and treat the person in whose name this Note is registered
372 as the absolute owner hereof for the purpose of receiving payment of the principal hereof and
373 interest due hereon and for all other purposes. This Note is transferable by the registered owner
374 hereof in person or by his attorney duly authorized in writing at the office of the Note Registrar
375 upon receipt by the Note Registrar of a duplicate original counterpart of the document by which
376 the assignment or reassignment is made, disclosing the name and address of each such assignee.
377 Upon receipt of such notice of assignment, the Paying Agent agrees to make all payments to the
378 assignee designated in the assignment. The City shall pay out of the proceeds of the Notes, or
379 from other lawfully available funds, all costs incurred in connection with the issuance, transfer,
380 exchange, redemption or payment of the Notes except (a) fees and expenses in connection with
381 the replacement of any of the Notes mutilated, stolen, lost or destroyed or (b) any tax or other
382 governmental charge imposed in relation to the transfer, exchange or payment of the Notes.
383 *****

384 **Section 6.** That the Notes shall be issued and sold to UMB Bank, N.A., Kansas City,
385 Missouri, in accordance with both the Note Purchase Agreement between such Original

386 Purchaser and the City, the execution of which is authorized hereby and by the other terms and
387 conditions of this Resolution.

388 **Section 7.** That the City covenants and certifies to and for the benefit of the Owners of
389 the Notes from time to time outstanding that so long as any of the Notes remain outstanding,
390 moneys on deposit in any fund or account in connection with the Notes, whether or not such
391 moneys were derived from the proceeds of the sale of the Notes or from any other sources, will
392 not be used in a manner which will cause the Notes to be classified as “arbitrage bonds” within
393 the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”).
394 Pursuant to such covenant, the City shall, to the extent permitted by law, comply throughout the
395 term of the issue of the Notes and thereafter with the requirements of Section 148 of the Code
396 including, but not limited to, the rebate of certain amounts, if any, to the United States.

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

400 **Section 9.** That the form of the Official Statement which will be dated as of the date set
401 forth thereon, in the form presented at the meeting at which this Resolution is adopted, is hereby
402 approved, ratified and confirmed, and the execution, circulation and distribution thereof is
403 hereby approved, ratified and confirmed for and on behalf of the City, in substantially the form
404 presented at this meeting.

405 **Section 10.** That the City hereby covenants and agrees that it will comply with and carry
406 out all of the provisions of the Continuing Disclosure Certificate attached to the Final Certificate
407 of the City included in the transcript of proceedings regarding the Notes. Notwithstanding any
408 other provision of this Resolution, failure of the City to comply with the Continuing Disclosure
409 Certificate shall not be considered an event of default of the City's obligations either under this
410 Resolution or in connection with the Notes; provided, however, any owner of the Notes may take
411 such actions as may be necessary and appropriate, including seeking mandate or specific perfor-
412 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)

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

[To be Completed by Issuer]

CITY OF TOPEKA, KANSAS

[Name of Issuer]

July 15, 2003

[Date]

[For Municipal Issues:
Underwriting Department—Eligibility; 50th Floor]

[For Corporate Issues:
General Counsel's Office; 49th Floor]

The Depository Trust Company
55 Water Street
New York, NY 10041-0099

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request be made eligible for deposit by The Depository Trust Company ("DTC").

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that Issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Note:

Schedule A 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:

Harry Felker
(Authorized Officer's Signature)

Harry Felker, Mayor

(Print Name)

215 SE 7th Street

(Street Address)

Topeka, KS 66603

(City) (State) (Country)

(Zip Code)

(785) 368-3895

(Phone Number)

iwalker@topeka.org

(E-mail Address)

Received and Accepted:

~~THE DEPOSITORY TRUST COMPANY~~

By:



**The Depository Trust &
Clearing Corporation**

(To Blanket Issuer Letter of Representations)

**SAMPLE OFFERING DOCUMENT 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 \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, 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 and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as 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 both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

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. Beneficial Owners are, however, 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 DTC 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 the 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. For example, 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. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of 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 any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. 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 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 dividend payments 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 will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will 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 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 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-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

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.