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RESOLUTION NO. 8208

A RESOLUTION INTRODUCED BY CITY MANAGER NORTON N. BONAPARTE, JR. AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES 2009-B OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$24,890,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF (i) RENEWING A PORTION OF THE PRINCIPAL AMOUNT OF THE SERIES 2008-A TEMPORARY NOTES OF SAID CITY, DATED OCTOBER 29, 2008, (ii) RENEWING ALL OF THE PRINCIPAL AMOUNT OF THE SERIES 2009-A TEMPORARY NOTES OF SAID CITY, DATED FEBRUARY 19, 2009, AND (iii) FOR THE PURPOSE OF PROVIDING FUNDS TO PAY A PORTION OF THE COST OF CERTAIN IMPROVEMENTS IN SAID CITY.

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

- 25 (a) Drainage Improvement Project No. 15079-00;
26 (b) Water Line Improvement Project No. 28627-00;
27 (c) Water Treatment Plant Project No. 28638-03;
28 (d) Water Line Improvement Project No. 28642-00;
29 (e) Water System Improvement Project No. 29105-00;
30 (f) Waste Water Treatment Plant Project No. 29111-00;
31 (g) Water System Improvement Project No. 29112-00;
32 (h) Sanitary Sewer Improvement Project No. 40874-03;
33 (i) Sanitary Sewer Improvement Project No. 40898-01;
34 (j) Sanitary Sewer Improvement Project No. 40936-00;

- 35 (k) Sanitary Sewer Improvement Project No. 40945-00;
- 36 (l) Sanitary Sewer Improvement Project No. 40951-00;
- 37 (m) Sanitary Sewer Improvement Project No. 40951-01;
- 38 (n) Sanitary Sewer Improvement Project No. 40965-00;
- 39 (o) Sanitary Sewer Improvement Project No. 40970-00;
- 40 (p) Street Improvement Project No. 60610-02;
- 41 (q) Street Improvement Project No. 60611-04;
- 42 (r) Street Improvement Project No. 60619-00;
- 43 (s) Street Improvement Project No. 60625-00;
- 44 (t) Street Improvement Project No. 60632-00;
- 45 (u) Street Improvement Project No. 60632-01;
- 46 (v) Street Improvement Project No. 60635-01;
- 47 (w) Street Improvement Project No. 60638-00;
- 48 (x) Street Improvement Project No. 60641-00;
- 49 (y) Street Improvement Project No. 60645-00;
- 50 (z) Street Improvement Project No. 60655-00;
- 51 (aa) Street Improvement Project No. 70196-02;
- 52 (bb) Street Improvement Project No. 70203-00;
- 53 (cc) Fire Station Improvement Project No. 13153-00; and
- 54 (dd) Street Improvement Project No. 70123-01.

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

57 **WHEREAS**, pursuant to Resolution No. 8116 of the City adopted October 7, 2008, the
58 City has issued its Temporary Notes, Series 2008-A, dated October 29, 2008, aggregating the
59 principal amount of \$16,350,000 and maturing on November 1, 2009, (the “Series 2008-A
60 Notes”) to provide funds to finance certain improvements in the City including Projects Nos.
61 40874-03, 40898-01, 40936-00, 40945-00, 40951-00, 40951-01, 60611-04, 60619-00, 60625-00,

62 60632-00, 60632-01, 60641-00 and 70196-02; as hereinbefore described (the “2008-A
63 Projects”), and all aspects of said Projects will not be fully completed at the maturity of the
64 Series 2008-A Notes; and

65 **WHEREAS**, pursuant to Resolution No. 8141 of the City adopted February 3, 2009, the
66 City has issued its Temporary Notes, Series 2009-A, dated February 19, 2009, aggregating the
67 principal amount of \$820,000 and maturing on November 1, 2010, (the “Series 2009-A Notes”)
68 to provide funds to finance Water Treatment Plant Project No. 28638-03; as hereinbefore
69 described (the “2009-A Project”), and the Series 2009-A Notes are being called for redemption
70 and payment on November 1, 2009; and

71 **WHEREAS**, it is necessary for the City to provide cash funds to (i) renew a portion of
72 the Series 2008-A Notes issued to provide financing for the 2008-A Projects, (ii) renew all of the
73 Series 2009-A Notes issued to provide financing for the 2009-A Project and (iii) to meet the
74 City’s obligations incurred in connection with the Improvements prior to the completion of said
75 work and the issuance of the City’s general obligation bonds, and it is desirable and in the
76 interest of the City that such funds be raised by the issuance of temporary notes of the City, said
77 notes to be issued by the City pursuant to the provisions of K.S.A. 10-123, as amended.

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

80 **Section 1.(a)** For the purpose of providing funds to (i) renew a portion of the Series
81 2008-A Notes issued in connection with the 2008-A Projects as hereinbefore described, (ii)
82 renew all of the Series 2009-A Notes issued in connection with the 2009-A Project as
83 hereinbefore described and (iii) to pay obligations incurred by the City in acquiring and
84 constructing the Improvements, there shall be issued and are hereby authorized to be issued
85 Temporary Notes, Series 2009-B, of the City, in the principal amount not to exceed \$24,890,000
86 (the “Notes”). The Notes will consist of fully registered notes in the denomination of \$5,000 or
87 any integral multiple thereof. The Notes shall initially be registered in the name of Cede & Co.,
88 as nominee of The Depository Trust Company, New York, New York, (along with its successors

89 and assigns, the "Securities Depository") to which payments of principal on the Notes will be
90 made by the Treasurer of the State of Kansas (the "Note Registrar" and "Paying Agent") in
91 lawful money of the United States of America upon presentation of the Notes for payment and
92 cancellation. Individual purchases of Notes will be made in book-entry form only. Purchasers
93 will not receive certificates representing their interest in Notes purchased. It is anticipated that
94 during the term of the Notes, the Securities Depository will make book-entry transfers among
95 those financial institutions (the "Participants") for whom it effects book entry transfers and
96 pledges of securities deposited with it from time to time and receive and transmit payment of
97 principal of and interest on the Notes to the Participants until and unless the Note Registrar
98 (hereinafter designated) authenticates and delivers Replacement Notes to the beneficial owners
99 as described in subsection (b). The Notes shall be dated October 28, 2009, shall become due on
100 November 1, 2010, and shall bear interest from said date at the rate of two percent (2.00%) per
101 annum. Interest on the Notes shall be payable at the maturity of the Notes on November 1, 2010,
102 (the "Interest Payment Date") to the Registered Owner thereof appearing on the books of the
103 Note Registrar as of the 15th day of the month next preceding the applicable interest payment
104 date (the "Record Date").

105 (b) (1) If the City determines (A) that the Securities Depository is unable to properly
106 discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as
107 a securities depository and registered clearing agency under the Securities and Exchange Act of
108 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any
109 Notes being issued to any registered owner of any of the Notes ("Registered Owner") other than
110 Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, or (2) if the
111 Note Registrar receives written notice from Participants having interests in not less than 50% of
112 the Notes which are outstanding and unpaid, as shown on the records of the Securities
113 Depository (and certified to such effect by the Securities Depository), that the continuation of a
114 book-entry system to the exclusion of any Notes being issued to any Registered Owner other
115 than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, then the

116 Note Registrar shall notify the Registered Owners of such determination or such notice and of
117 the availability of certificates to beneficial owners requesting the same, and the Note Registrar
118 shall register in the name of and authenticate and deliver replacement Notes to the beneficial
119 owners or their nominees in principal amounts representing the interest of each, making such
120 adjustment as it may find necessary or appropriate as to accrued interest; provided, that in the
121 case of a determination under (1)(A) or (1)(B) of this subsection (b), the City may, after
122 consultation with the Note Registrar, select a successor securities depository in accordance with
123 subsection (c) hereof to effect book-entry transfers. In such event, all references to the Securities
124 Depository herein shall relate to the period of time when the Securities Depository has
125 possession of at least one Note. Upon the issuance of any replacement Notes ("Replacement
126 Notes"), all references herein to obligations imposed upon or to be performed by the Securities
127 Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the
128 extent applicable with respect to such Replacement Notes. If the Securities Depository resigns
129 and the City is unable to locate a qualified successor of the Securities Depository in accordance
130 with subsection (c) hereof, then the Note Registrar shall authenticate and cause delivery of
131 Replacement Notes to the beneficial owners thereof, as provided herein. The Note Registrar may
132 rely on information from the Securities Depository and its Participants as to the names of the
133 beneficial owners of the Notes. The cost of printing, registration, authentication and delivery of
134 Replacement Notes shall be paid for by the City.

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

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

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

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

158 **Section 3.** The Notes shall be executed by the facsimile or manual signature of the
159 Mayor or Deputy Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be
160 printed or affixed thereon. After such execution and the registration of the Notes by the City
161 Clerk and the Kansas State Treasurer, Topeka, Kansas, hereby designated as both the City’s Note
162 Registrar and Paying Agent in connection with the Notes, the Notes shall be countersigned by
163 the City Clerk or Deputy City Clerk and delivered to the Original Purchaser thereof upon receipt
164 of the purchase price thereof, said purchase price to be not less than the principal amount thereof
165 plus accrued interest thereon to the date of delivery. The proceeds of the Notes shall be placed in
166 the City Treasury and applied solely to pay the costs of (i) renewing the Series 2008-A Notes
167 previously issued to finance the 2008-A Projects as hereinbefore described, (ii) renewing the
168 Series 2009-A Notes previously issued to finance the 2009-A Project as hereinbefore described
169 (iii) the costs of the Improvements and (iv) the costs of issuing the Notes.

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

171
172 UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE
173 OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO
174 ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR
175 PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE
176 & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED
177 REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO
178 SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE
179 OF DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE THEREOF FOR VALUE OR**
180 **OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE**
181 REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.
182

183 **Temporary Note No. R-1**
184 **\$24,890,000** **\$24,890,000**
185 **UNITED STATES OF AMERICA**
186 **STATE OF KANSAS**
187 **COUNTY OF SHAWNEE**
188 **CITY OF TOPEKA**
189 **SERIES 2009-B**
190

191 Rate of Maturity Dated CUSIP NO. _____
192 Interest: 2.00% Date: November 1, 2010 Date: October 28, 2009
193 Registered Owner: Cede & Co.
194 Principal Amount: Twenty-four Million Eight Hundred Ninety Thousand Dollars
195

196 **KNOW ALL MEN BY THESE PRESENTS:**

197 That the City of Topeka, in the County of Shawnee, State of Kansas, (the "City") for
198 value received acknowledges itself to be indebted to and promises to pay, but solely from the
199 sources hereinafter pledged, to the registered owner identified above, or registered assigns as
200 hereinafter provided, on the maturity date identified above, unless called for redemption and
201 payment prior to such maturity date as hereinafter provided, both the principal amount identified
202 above and in like manner to pay interest on such principal amount from the date of this Note
203 until said principal amount is paid. The Notes will not be subject to redemption prior to maturity.

204 The principal of and interest on this Note shall be payable in lawful money of the United
205 States of America by check or draft at the office of the Treasurer of the State of Kansas, Topeka,
206 Kansas, (the “Note Registrar” and “Paying Agent”), upon presentation of this Note for payment
207 and cancellation. The full faith, credit and resources of the City are hereby pledged for the
208 payment of the principal of and interest on this Note and the issue of which it is a part as the
209 same respectively become due.

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

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

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

221
222 **IN WITNESS WHEREOF**, the said City of Topeka, in the State of Kansas, by its
223 Governing Body, has caused this Temporary Note to be signed by its Mayor or Deputy Mayor
224 and attested by its City Clerk, and has caused its corporate seal to be affixed hereto, all as of the
225 28th day of October, 2009.

226
227 ATTEST: _____
228 Mayor, City of Topeka, Shawnee County,
229 Kansas
230 _____
231 City Clerk

232 (SEAL)
233

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

236
237 (SEAL) _____ City Clerk

238 *****

239 **CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

240
241 This Note is one of the City of Topeka, Kansas, Temporary Notes, Series 2009-B,
242 described in the within mentioned Resolution.

243
244 Registration Date: _____.

245 **OFFICE OF THE STATE TREASURER**
246 Topeka, Kansas,
247 As Note Registrar and Paying Agent

248
249 I.D. No. _____ By _____

250 *****

251 **CITY CLERK'S CERTIFICATE**

252
253 **STATE OF KANSAS, COUNTY OF SHAWNEE, SS:**

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

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259 WITNESS My Hand and Official Seal as of this 28th day of October, 2009.
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(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 October, 2009.

WITNESS My Hand and Official Seal.

DENNIS MCKINNEY
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.)

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:

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(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 \$24,890,000 (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. 8208 of the City (the "Resolution"), the Constitution and Laws of the State of Kansas, including Article 12, Section 5 of the Constitution to the State of Kansas, K.S.A. 10-101 to 125, inclusive, K.S.A. 12-6a01 *et seq.*, as amended, and Charter Ordinance No. 89 of the City (Section A12-1 of the Code of the City) and all acts amendatory thereof and supplemental thereto.

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

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

370 **Section 5.** That the Notes shall be issued and sold to Barclays Capital, New York, New
371 York, in accordance with both the Note Bid Form (the “Note Bid Form”) between such Original
372 Purchaser and the City, the execution of which Note Bid Form is authorized hereby and by the
373 other terms and conditions of this Resolution.

374 **Section 6.** That the City covenants and certifies to and for the benefit of the Owners of
375 the Notes from time to time outstanding that so long as any of the Notes remain outstanding,
376 moneys on deposit in any fund or account in connection with the Notes, whether or not such
377 moneys were derived from the proceeds of the sale of the Notes or from any other sources, will
378 not be used in a manner which will cause the Notes to be classified as “arbitrage bonds” within
379 the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”).
380 Pursuant to such covenant, the City shall, to the extent permitted by law, comply throughout the
381 term of the issue of the Notes and thereafter with the requirements of Section 148 of the Code
382 including, but not limited to, the rebate of certain amounts, if any, to the United States.

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

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

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

399 (REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

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EXHIBIT A

LETTER OF REPRESENTATIONS

(ATTACHED)