

RESOLUTION NO. 8281

A RESOLUTION INTRODUCED BY CITY MANAGER NORTON N. BONAPARTE, JR. AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES 2010-A (COMBINED UTILITY PROJECTS) OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,950,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF RENEWING A PORTION OF THE PRINCIPAL AMOUNT OF THE SERIES 2009-B TEMPORARY NOTES OF SAID CITY, DATED OCTOBER 28, 2009.

WHEREAS, pursuant to the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, and Charter Ordinance No. 89 of the City of Topeka, Kansas, (the "City") (Section A12-1 of the Code of the City) and all other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had and other actions duly and legally taken, the City has approved the following utility system improvements (the "Improvements"):

- (a) Utility System Improvement Project No. 29112-00;
- (b) Utility System Improvement Project No. 40965-00;
- (c) Utility System Improvement Project No. 28638-03; and

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

WHEREAS, pursuant to Resolution No. 8208 of the City adopted October 6, 2009, the City has issued its Temporary Notes, Series 2009-B, dated October 28, 2009, aggregating the principal amount of \$24,890,000 and maturing on November 1, 2010, (the "Series 2009-B Notes") to provide funds to finance certain utility system improvements in the City including Projects Nos. 29112-00, 40965-00 and 28638-03; as hereinbefore described and all aspects of said projects will not be fully completed at the maturity of the Series 2009-B Notes; and

WHEREAS, it is necessary for the City to provide cash funds to renew a portion of the Series 2009-B Notes issued to provide financing for the Improvements prior to the completion of

33 said work and the issuance of the City's general obligation bonds, and it is desirable and in the
34 interest of the City that such funds be raised by the issuance of temporary notes of the City, said
35 notes to be issued by the City pursuant to the provisions of K.S.A. 10-123, as amended.

36 **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
37 **CITY OF TOPEKA, KANSAS, AS FOLLOWS:**

38 **Section 1.(a)** For the purpose of providing funds to renew a portion of the Series 2009-B
39 Notes issued in connection with the Improvements as hereinbefore described, there shall be
40 issued and are hereby authorized to be issued Temporary Notes, Series 2010-A (Combined
41 Utility Projects), of the City, in the principal amount not to exceed \$2,950,000 (the "Notes").
42 The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral
43 multiple thereof. The Notes shall initially be registered in the name of Cede & Co., as nominee
44 of The Depository Trust Company, New York, New York, (along with its successors and
45 assigns, the "Securities Depository") to which payments of principal on the Notes will be made
46 by the Treasurer of the State of Kansas (the "Note Registrar" and "Paying Agent") in lawful
47 money of the United States of America upon presentation of the Notes for payment and
48 cancellation. Individual purchases of Notes will be made in book-entry form only. Purchasers
49 will not receive certificates representing their interest in Notes purchased. It is anticipated that
50 during the term of the Notes, the Securities Depository will make book-entry transfers among
51 those financial institutions (the "Participants") for whom it effects book entry transfers and
52 pledges of securities deposited with it from time to time and receive and transmit payment of
53 principal of and interest on the Notes to the Participants until and unless the Note Registrar
54 (hereinafter designated) authenticates and delivers Replacement Notes to the beneficial owners
55 as described in subsection (b). The Notes shall be dated September 29, 2010, shall become due
56 on October 1, 2011, and shall bear interest from said date at the rate of one and one-quarter
57 percent (1.25%) per annum. Interest on the Notes shall be payable at the maturity of the Notes
58 on October 1, 2011, or on the Redemption Date if the Notes are called for redemption prior to
59 maturity, (the "Interest Payment Date") to the Registered Owner thereof appearing on the books

60 of the Note Registrar as of the 15th day of the month next preceding the applicable interest
61 payment date (the "Record Date").

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

87 with subsection (c) hereof, then the Note Registrar shall authenticate and cause delivery of
88 Replacement Notes to the beneficial owners thereof, as provided herein. The Note Registrar may
89 rely on information from the Securities Depository and its Participants as to the names of the
90 beneficial owners of the Notes. The cost of printing, registration, authentication and delivery of
91 Replacement Notes shall be paid for by the City.

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

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

111 **Section 2.** The Notes shall contain recitals and be in the form as prescribed by law. The
112 Notes, shall in addition to all other requirements, shall be subject to the terms and conditions of

113 the agreement entitled "Agreement Between Issuer and Agent" by and between the City and the
114 Treasurer of the State of Kansas, as Note Registrar.

115 **Section 3.** The Notes shall be executed by the facsimile or manual signature of the
116 Mayor or Deputy Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be
117 printed or affixed thereon. After such execution and the registration of the Notes by the City
118 Clerk and the Kansas State Treasurer, Topeka, Kansas, hereby designated as both the City's Note
119 Registrar and Paying Agent in connection with the Notes, the Notes shall be countersigned by
120 the City Clerk or Deputy City Clerk and delivered to the Original Purchaser thereof upon receipt
121 of the purchase price thereof, said purchase price to be not less than the principal amount thereof
122 plus accrued interest thereon to the date of delivery. The proceeds of the Notes shall be placed in
123 the City Treasury and applied solely to pay the costs of (i) renewing the Series 2009-B Notes
124 previously issued to finance the Improvements as hereinbefore described and (ii) the costs of
125 issuing the Notes.

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

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128 UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE
129 OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO
130 ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR
131 PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE
132 & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED
133 REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO
134 SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE
135 OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE THEREOF FOR VALUE OR
136 OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE
137 REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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140 **\$2,950,000**

Temporary Note No. R-1

\$2,950,000

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UNITED STATES OF AMERICA

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STATE OF KANSAS

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COUNTY OF SHAWNEE

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CITY OF TOPEKA

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SERIES 2010-A

146

(COMBINED UTILITY PROEJCTS)

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148 Rate of Maturity Dated CUSIP NO. _____
149 Interest: 1.25% Date: October 1, 2011 Date: September 29, 2010
150 Registered Owner: Cede & Co.
151 Principal Amount: Two Million Nine Hundred Fifty Thousand Dollars
152

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

154 That the City of Topeka, in the County of Shawnee, State of Kansas, (the "City") for
155 value received acknowledges itself to be indebted to and promises to pay, but solely from the
156 sources hereinafter pledged, to the registered owner identified above, or registered assigns as
157 hereinafter provided, on the maturity date identified above, unless called for redemption and
158 payment prior to such maturity date as hereinafter provided, both the principal amount identified
159 above and in like manner to pay interest on such principal amount from the date of this Note
160 until said principal amount is paid. In accordance with the terms and conditions of the
161 Resolution, the City may call this Note for redemption and payment on or after February 1, 2011,
162 by serving written notice to that effect on the owner of this Note at least thirty (30) days before
163 the date of such call and it may redeem this Note on the date of such call upon payment to the
164 owner hereof of the principal of and interest accrued to the date of such call and no further
165 interest shall accrue on the Note subsequent to such date of redemption.

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

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

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

183 **IN WITNESS WHEREOF**, the said City of Topeka, in the State of Kansas, by its
184 Governing Body, has caused this Temporary Note to be signed by its Mayor or Deputy Mayor
185 and attested by its City Clerk, and has caused its corporate seal to be affixed hereto, all as of the
186 29th day of September, 2010.

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188 ATTEST:

189 _____
190 Mayor, City of Topeka, Shawnee County,
191 Kansas

191 _____
192 City Clerk

193 (SEAL)

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

(SEAL)

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of the City of Topeka, Kansas, Temporary Notes, Series 2010-A (Combined Utility Projects), 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 29th day of September, 2010.

(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 September, 2010.

WITNESS My Hand and Official Seal.

DENNIS MCKINNEY
Treasurer of the State of Kansas

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BY: _____
State Treasurer

(SEAL)

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 \$2,950,000 (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

286 which it is a part are issued by the authority of and in full compliance with the provisions,
287 restrictions and limitations of Resolution No. 8281 of the City (the "Resolution"), the
288 Constitution and Laws of the State of Kansas, including Article 12, Section 5 of the Constitution
289 to the State of Kansas, K.S.A. 10-101 to 125, inclusive, and Charter Ordinance No. 89 of the
290 City (Section A12-1 of the Code of the City) and all acts amendatory thereof and supplemental
291 thereto.

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

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

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331 **Section 5.** That the Notes shall be issued and sold to Jefferies & Company, Inc., New
332 York, New York, in accordance with both the Note Bid Form (the “Note Bid Form”) between
333 such Original Purchaser and the City, the execution of which Note Bid Form is authorized
334 hereby and by the other terms and conditions of this Resolution.

335 **Section 6.** That the City may call the Notes for redemption and payment prior to
336 maturity in whole or in part, (selection of the Notes to be redeemed to be determined by the City)
337 at any time on or after February 1, 2011, at the redemption price (the “Redemption Price”) of
338 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the
339 date of such redemption (the “Redemption Date”).

340 Notes shall be redeemed only in the principal amount of \$5,000 or any integral multiple
341 thereof. When less than all of the Notes are to be redeemed and paid prior to their stated
342 maturity, such Notes shall be redeemed in such manner as the City shall determine. Notes of less
343 than a full stated maturity shall be selected by the Note Registrar in \$5,000 units of principal
344 amount in such equitable manner as the Note Registrar may determine. In the case of a partial
345 redemption of Notes by lot when Notes of denominations greater than \$5,000 are then
346 outstanding, then for all purposes in connection with such redemption each \$5,000 of face value
347 shall be treated as though it were a separate Note of the denomination of \$5,000. If it is
348 determined that one or more, but not all, of the \$5,000 units of face value represented by any
349 Note is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or
350 units, the Registered Owner or the Registered Owner’s duly authorized agent shall forthwith
351 present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price
352 and interest to the Redemption Date of such \$5,000 unit or units of face value called for
353 redemption, and (2) for exchange without charge to the Registered Owner thereof, for a new
354 Note or Notes of the aggregate principal amount of the unredeemed portion of the principal
355 amount of such Note. If the Registered Owner of any such Note fails to present such Note to the
356 Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due

357 and payable on the redemption date to the extent of the \$5,000 unit or units of face value called
358 for redemption (and to that extent only).

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

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

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

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

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

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

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

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

410 such actions as may be necessary and appropriate, including seeking mandate or specific perfor-
411 mance by court order, to cause the City to comply with its obligations under this Section.

412 **ADOPTED** by the Governing Body of the City of Topeka, Kansas, this 31st day of
413 August, 2010.

414 **CITY OF TOPEKA, KANSAS**

415 (SEAL)

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William W. Bunten, Mayor

418 ATTEST:

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Brenda Younger, City Clerk

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425 **I, BRENDA YOUNGER**, City Clerk of the City of Topeka, Shawnee County, Kansas,
426 do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 8281
427 adopted and approved by the governing body of the City on August 31, 2010.

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(SEAL)

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Brenda Younger, City Clerk

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EXHIBIT A

LETTER OF REPRESENTATIONS

(ATTACHED)