

**RESOLUTION NO. 7541**

**A RESOLUTION INTRODUCED BY MAYOR JAMES A. McCLINTON AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES 2004-A OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$23,140,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF RENEWING A PORTION OF THE PRINCIPAL AMOUNT OF THE SERIES 2003-A TEMPORARY NOTES OF SAID CITY, DATED NOVEMBER 24, 2003, AND FOR THE PURPOSE OF PROVIDING FUNDS TO PAY A PORTION OF THE COST OF CERTAIN IMPROVEMENTS IN SAID CITY.**

**WHEREAS**, pursuant to K.S.A. 12-6a01 *et seq.*, K.S.A. 12-685 *et seq.*, all as amended, the home rule authority granted to the cities of the State of Kansas by Section 5 of Article 12 of the Kansas Constitution, and Charter Ordinances Nos. 68 and 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 internal improvements (the "Improvements"):

- (a) Bridge Project No. 12053 (Phase B);
- (b) Bridge Project No. 12053 (Phase 3);
- (c) Bridge Project No. 12062;
- (d) Public Building Project No. 13137;
- (e) Sanitary Sewer Project No. 40350 (Phase 4);
- (f) Sanitary Sewer Project No. 40595 (Phase 3);
- (g) Sanitary Sewer Project No. 40596 (Phase 4);
- (h) Sanitary Sewer Project No. 40644 (Phase 3);
- (i) Sanitary Sewer Project No. 40771;
- (j) Sanitary Sewer Project No. 40886 (Phase 2);
- (k) Sanitary Sewer Project No. 40906;
- (l) Sanitary Sewer Project No. 40906 (Phase 1);

- 34 (m) Sanitary Sewer Project No. 40907 (Phase 1);
- 35 (n) Sanitary Sewer Project No. 40913 (Phase 1);
- 36 (o) Sanitary Sewer Project No. 40915 (Phase H);
- 37 (p) Sanitary Sewer Project No. 40917 (Phase 1);
- 38 (q) Sanitary Sewer Project No. 40925;
- 39 (r) Storm Water Utility Project 15020 (Phase 1);
- 40 (s) Storm Water Utility Project 15020 (Phase 3);
- 41 (t) Storm Water Utility Project 15038 (Phase 2);
- 42 (u) Street Improvement Project No. 60206 (Phase 2);
- 43 (v) Street Improvement Project No. 60343 (Phase 2);
- 44 (w) Street Improvement Project No. 60389 (Phase 3);
- 45 (x) Street Improvement Project No. 60427 (Phase 2);
- 46 (y) Street Improvement Project No. 60444 (Phase 2);
- 47 (z) Street Improvement Project No. 60468 (Phase 4);
- 48 (aa) Street Improvement Project No. 60468 (Phase 5);
- 49 (bb) Street Improvement Project No. 60561 (Phase 2);
- 50 (cc) Street Improvement Project No. 60566 (Phase 3);
- 51 (dd) Street Improvement Project No. 60572;
- 52 (ee) Street Improvement Project No. 60578 (Phase H);
- 53 (ff) Street Improvement Project No. 60581 (Phase 1);
- 54 (gg) Street Improvement Project No. 60591 (Phase 1);
- 55 (hh) Street Improvement Project No. 60593 (Phase 1);
- 56 (ii) Street Improvement Project No. 60594;
- 57 (jj) Street Improvement Project No. 60598 (Phase 1);
- 58 (kk) Street Improvement Project No. 60599 (Phase 1);
- 59 (ll) Street Improvement Project No. 60605;
- 60 (mm) Trafficway Improvement Project No. 70192 (Phase 2);

- (nn) Trafficway Improvement Project No. 70197 (Phase 1);
- (oo) Trafficway Improvement Project No. 70200 (Phase 1); and
- (pp) Trafficway Improvement Project No. 86235 (Phase 3).

**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. 7407 of the City adopted November 4, 2003, the City has issued its Temporary Notes, Series 2003-A dated November 24, 2003, aggregating the principal amount of \$17,000,000 and maturing on December 1, 2004, (the "Series 2003-A Notes") to provide funds to finance certain improvements in the City including Projects Nos. 12053 (Phase B), 12053 (Phase 3), 12062, 40644 (Phase 3), 40771, 40886 (Phase 2), 40906, 40906 (Phase 1), 40907 (Phase 1), 15020 (Phase 1), 15020 (Phase 3), 15038 (Phase 2), 60427 (Phase 2), 60468 (Phase 4), 60561 (Phase 2), 60566 (Phase 3), 60572, 60578 (Phase H), 60581 (Phase 1), 70197 (Phase 1) and 86235 (Phase 3); as hereinbefore described (the "Projects"), and all aspects of said Projects will not be fully completed at the maturity of the Series 2003-A Notes; and

**WHEREAS**, it is necessary for the City to provide cash funds to renew a portion of the Series 2003-A Temporary Notes issued to provide financing for the Projects and to meet the City's obligations incurred in connection with the Improvements prior to the completion of said work and the issuance of the City's general obligation bonds, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City, said notes to be issued by the City pursuant to the provisions of K.S.A. 10-123, as amended.

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

**Section 1.(a)** For the purpose of providing funds to renew a portion of the Series 2003-A Notes issued in connection with the Projects as hereinbefore described and to pay obligations incurred by the City in acquiring and constructing the Improvements, there shall be issued and are hereby authorized to be issued Temporary Notes, Series 2004-A, of the City, in the principal

88 amount not to exceed \$23,140,000 (the "Notes"). The Notes will consist of fully registered notes  
89 in the denomination of \$5,000 or any integral multiple thereof. The Notes shall initially be  
90 registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York,  
91 New York, (along with its successors and assigns, the "Securities Depository") to which  
92 payments of principal on the Notes will be made by the Treasurer of the City in lawful money of  
93 the United States of America upon presentation of the Notes for payment and cancellation.  
94 Individual purchases of Notes will be made in book-entry form only. Purchasers will not receive  
95 certificates representing their interest in Notes purchased. It is anticipated that during the term of  
96 the Notes, the Securities Depository will make book-entry transfers among those financial  
97 institutions (the "Participants") for whom it effects book entry transfers and pledges of securities  
98 deposited with it from time to time and receive and transmit payment of principal of and interest  
99 on the Notes to the Participants until and unless the Note Registrar (hereinafter designated)  
100 authenticates and delivers Replacement Notes to the beneficial owners as described in subsection  
101 (b). The Notes shall be dated November 23, 2004, shall become due on December 1, 2005, and  
102 shall bear interest from said date at the rate of three and one-half percent (3.50%) per annum.  
103 Interest on the Notes shall be payable on June 1, 2005, and at the maturity of the Notes on  
104 December 1, 2005, (the "Interest Payment Date") to the Registered Owner thereof appearing on  
105 the books of the Note Registrar as of the 15th day of the month next preceding the applicable  
106 interest payment dates (the "Record Dates").

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

115 Depository (and certified to such effect by the Securities Depository), that the continuation of a  
116 book-entry system to the exclusion of any Notes being issued to any Registered Owner other  
117 than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, then the  
118 Note Registrar shall notify the Registered Owners of such determination or such notice and of  
119 the availability of certificates to beneficial owners requesting the same, and the Note Registrar  
120 shall register in the name of and authenticate and deliver replacement Notes to the beneficial  
121 owners or their nominees in principal amounts representing the interest of each, making such  
122 adjustment as it may find necessary or appropriate as to accrued interest; provided, that in the  
123 case of a determination under (1)(A) or (1)(B) of this subsection (b), the City may, after  
124 consultation with the Note Registrar, select a successor securities depository in accordance with  
125 subsection (c) hereof to effect book-entry transfers. In such event, all references to the Securities  
126 Depository herein shall relate to the period of time when the Securities Depository has  
127 possession of at least one Note. Upon the issuance of any replacement Notes ("Replacement  
128 Notes"), all references herein to obligations imposed upon or to be performed by the Securities  
129 Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the  
130 extent applicable with respect to such Replacement Notes. If the Securities Depository resigns  
131 and the City is unable to locate a qualified successor of the Securities Depository in accordance  
132 with subsection (c) hereof, then the Note Registrar shall authenticate and cause delivery of  
133 Replacement Notes to the beneficial owners thereof, as provided herein. The Note Registrar may  
134 rely on information from the Securities Depository and its Participants as to the names of the  
135 beneficial owners of the Notes. The cost of printing, registration, authentication and delivery of  
136 Replacement Notes shall be paid for by the City.

137 (c) In the event the Securities Depository resigns, is unable to properly discharge its  
138 responsibilities, or is no longer qualified to act as a securities depository and registered clearing  
139 agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a  
140 successor Securities Depository, provided the Note Registrar receives written evidence  
141 satisfactory to it with respect to the ability of the successor Securities Depository to discharge its

responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of any of the Notes for cancellation shall cause the delivery of such Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

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

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

**Section 3.** The Notes shall be executed by the facsimile or manual signature of the Mayor or Deputy Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be printed or affixed thereon. After such execution and the registration of the Notes by the City Clerk and the Kansas State Treasurer, Topeka, Kansas, hereby designated as both the City's Note Registrar and Paying Agent in connection with the Notes, the Notes shall be countersigned by the City Clerk or Deputy City Clerk and delivered to the Original Purchaser thereof upon receipt of the purchase price thereof, said purchase price to be not less than the principal amount thereof plus accrued interest thereon to the date of delivery. The proceeds of the Notes shall be placed in the City Treasury and applied solely to pay the costs of renewing the Series 2003-A Notes

previously issued to finance the Projects as hereinbefore described, the costs of the Improvements and the costs of issuing the Notes.

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

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

**Temporary Note No. R-1**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SHAWNEE  
CITY OF TOPEKA  
SERIES 2004-A**

Rate of \_\_\_\_\_ Maturity \_\_\_\_\_ Dated \_\_\_\_\_ CUSIP NO. \_\_\_\_\_  
Interest: \_\_\_\_\_ Date: December 1, 2005 Date: November 23, 2004  
Registered Owner: Cede & Co.  
Principal Amount: \_\_\_\_\_ Dollars

**KNOW ALL MEN BY THESE PRESENTS:**

That the City of Topeka, in the County of Shawnee, State of Kansas, (the "City") for value received acknowledges itself to be indebted to and promises to pay, but solely from the sources hereinafter pledged, to the registered owner identified above, or registered assigns as hereinafter provided, on the maturity date identified above, both the principal amount identified above and in like manner to pay interest on such principal amount from the date of this Note or from the most recent interest payment date to which interest has been paid prior to the registration date set forth below at the rate of interest per annum set forth above on June 1, 2005, and on December 1, 2005 (the "Interest Payment Dates"). The Notes will not be subject to redemption prior to maturity.

The principal of this Note shall be payable in lawful money of the United States of America by check or draft at the office of the Treasurer of the State of Kansas, Topeka, Kansas, (the "Note Registrar" and "Paying Agent"), upon presentation of this Note for payment and cancellation. The interest on this Note shall be payable in lawful money of the United States of America by check or draft of the City's Paying Agent by mailing to the registered owner thereof at the address appearing on the registration books of the City maintained by the Note Registrar or

at such other address as is furnished in writing by such registered owner to the Note Registrar at the close of business on the 15th date of the month next preceding the applicable interest payment date (the "Record Dates"). The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

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

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

**IN WITNESS WHEREOF**, the said City of Topeka, in the State of Kansas, by its Governing Body, has caused this Temporary Note to be signed by its Mayor or Deputy Mayor and attested by its City Clerk, and has caused its corporate seal to be affixed hereto, all as of the 23rd day of November, 2004.

ATTEST:

\_\_\_\_\_  
Mayor, City of Topeka, Shawnee County,  
Kansas

\_\_\_\_\_  
City Clerk

(SEAL)

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 2004-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 \_\_\_\_\_

\*\*\*\*\*



259 **CITY CLERK'S CERTIFICATE**

260  
261 **STATE OF KANSAS, COUNTY OF SHAWNEE, SS:**

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

265  
266 WITNESS My Hand and Official Seal as of this 23rd day of November, 2004.

267  
268  
269 (SEAL)

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

270  
271  
272 \*\*\*\*\*

273 **STATE TREASURER'S CERTIFICATE**

274  
275 **STATE OF KANSAS, COUNTY OF SHAWNEE, SS:**

276  
277 I, LYNN JENKINS, Treasurer of the State of Kansas, do hereby certify that a full and  
278 complete transcript of the proceedings leading up to the issuance of this Temporary Note has  
279 been filed in my office and that this Note has been registered in my office according to law this  
280 \_\_\_\_ day of November, 2004.

281  
282 WITNESS My Hand and Official Seal.

283 LYNN JENKINS  
284 Treasurer of the State of Kansas

285  
286 BY: \_\_\_\_\_  
287 State Treasurer

288 (SEAL)

289 \*\*\*\*\*

290 **NOTE ASSIGNMENT**

291  
292 **FOR VALUE RECEIVED**, the undersigned does (do) hereby sell, assign and transfer to

293 \_\_\_\_\_  
294 (Note Assignment)

295  
296 \_\_\_\_\_  
297 (Social Security or Taxpayer Identifying No.)

298  
299  
300 the Temporary Note to which this assignment is affixed in the outstanding principal amount of  
301 \$ \_\_\_\_\_ standing in the name of undersigned on the books of the Treasurer of the State  
302 of Kansas, Topeka, Kansas, the Note Registrar. The undersigned does (do) hereby irrevocably  
303 constitute and appoint \_\_\_\_\_ as attorney to transfer said Note on the  
304 books of the Note Registrar with full power of substitution in the premises.

305 Dated \_\_\_\_\_

306 \_\_\_\_\_  
307 Name

308 \_\_\_\_\_  
309 Social Security or Taxpayer Identifying No.

310 \_\_\_\_\_  
311 Signature (Sign Here Exactly as  
312 Name(s) Appear on Face of Certificate)

313 \_\_\_\_\_  
314 Face of Certificate Signature Guaranteed By:

315 \_\_\_\_\_  
316 (Name of Eligible Guarantor Institution as  
317 defined by SEC Rule 17Ad-15 (17CFR  
318 240.17 Ad-15)

319 \_\_\_\_\_  
320 By: \_\_\_\_\_  
321

322 \*\*\*\*\*

323 **FURTHER TERMS AND CONDITIONS**

324  
325 This Note is one of a duly authorized series of Temporary Notes aggregating the principal  
326 amount of \$23,140,000 (the "Notes") issued by the City to finance, on an interim basis, the  
327 construction of certain improvements, heretofore duly authorized by the City, which are to be  
328 paid for either in whole or in part by the issuance of bonds of the City. This Note and the series  
329 of which it is a part are issued by the City to pay the cost of such improvements until money for  
330 such purpose and for the payment of this Note with accrued interest, if any, thereon can be raised  
331 by the City by the sale and issuance of its general obligation bonds. This Note and the series of  
332 which it is a part are issued by the authority of and in full compliance with the provisions,  
333 restrictions and limitations of Resolution No. 7541 of the City (the "Resolution"), the  
334 Constitution and Laws of the State of Kansas, including Article 12, Section 5 of the Constitution  
335 to the State of Kansas, K.S.A. 10-101 to 125, inclusive, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-685 *et*  
336 *seq.*, all as amended, and Charter Ordinances Nos. 68 and 89 of the City and all acts amendatory  
337 thereof and supplemental thereto.

338 The Notes are being issued by means of a book-entry system with no physical  
339 distribution of certificates to be made except as provided in the Resolution. One Note certificate  
340 with respect to each date on which the Notes are stated to mature, registered in the nominee  
341 name of the securities depository named in the Resolution, together with its successors and  
342 assigns (the "Securities Depository"), is being issued. The book-entry system will evidence  
343 positions held in the Notes by the Securities Depository's participants, beneficial ownership of  
344 the Notes in authorized denominations being evidenced in the records of such participants.  
345 Transfers of ownership shall be effected on the records of the Securities Depository and its  
346 participants pursuant to the rules and procedures established by the Securities Depository and its  
347 participants. The City will recognize the Securities Depository nominee, while the registered  
348 owner of this Note, as the owner of this Note for all purposes, including (i) payments of  
349 principal of and interest on this Note, (ii) notices and (iii) voting. Transfers of principal and  
350 interest payments to participants of the Securities Depository, and transfers of principal and

351 interest payments to beneficial owners of the Notes by participants of the Securities Depository  
352 will be the responsibility of such participants and other nominees of such beneficial owners.  
353 The City and the Paying Agent will not be responsible or liable for such transfers of payments or  
354 for maintaining, supervising or reviewing the records maintained by the Securities Depository,  
355 the Securities Depository nominee, its participants or persons acting through such participants.  
356 While the Securities Depository nominee is the registered owner of this Note, notwithstanding  
357 the provision hereinabove contained, payments of principal of and interest on this Note shall be  
358 made in accordance with existing arrangements among the City, its Paying Agent and the  
359 Securities Depository.

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

376 \*\*\*\*\*

377 **Section 5.** That the Notes shall be issued and sold to Citigroup Global Markets, Inc., New  
378 York, New York, in accordance with both the Note Bid Form (the "Note Bid Form") between  
379 such Original Purchaser and the City, the execution of which Note Bid Form is authorized  
380 hereby and by the other terms and conditions of this Resolution.

381 **Section 6.** That the City covenants and certifies to and for the benefit of the Owners of  
382 the Notes from time to time outstanding that so long as any of the Notes remain outstanding,  
383 moneys on deposit in any fund or account in connection with the Notes, whether or not such  
384 moneys were derived from the proceeds of the sale of the Notes or from any other sources, will  
385 not be used in a manner which will cause the Notes to be classified as "arbitrage bonds" within  
386 the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").  
387 Pursuant to such covenant, the City shall, to the extent permitted by law, comply throughout the

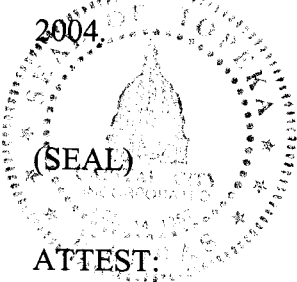
term of the issue of the Notes and thereafter with the requirements of Section 148 of the Code including, but not limited to, the rebate of certain amounts, if any, to the United States.

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

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

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

**ADOPTED** by the Council of the City of Topeka, Kansas, this 26th day of October,



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

**CITY OF TOPEKA, KANSAS**

*James A. McClinton*  
James A. McClinton, Mayor

419           **I, IRIS E. WALKER**, City Clerk of the City of Topeka, Shawnee County, Kansas, do  
420 hereby certify that the above and foregoing is a true and correct copy of Resolution No. 7541  
421 adopted and approved by the City Council on October 26, 2004.  
422

423  
424 (SEAL)

425 \_\_\_\_\_  
426 Iris E. Walker, City Clerk

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.

Received and Accepted:

THE DEPOSITORY TRUST COMPANY

By: Daniel Russo

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)



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 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 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 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, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, 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](http://www.dtcc.com).
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 [nor its nominee], 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 transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.