

RESOLUTION NO. 7701

A RESOLUTION INTRODUCED BY CITY MANAGER NEIL DOBLER AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES 2005-A OF THE CITY OF TOPEKA, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$22,425,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF RENEWING A PORTION OF THE PRINCIPAL AMOUNT OF THE SERIES 2004-A TEMPORARY NOTES OF SAID CITY, DATED NOVEMBER 23, 2004, 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 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 internal improvements (the "Improvements"):

- (a) Bridge Project No. 12053 (Phase B);
- (b) Public Building Project No. 13137;
- (c) Sanitary Sewer Project No. 40025 (Phase 6);
- (d) Sanitary Sewer Project No. 40596 (Phase 4);
- (e) Sanitary Sewer Project No. 40782 (Phase 2);
- (f) Sanitary Sewer Project No. 40858 (Phase 3);
- (g) Sanitary Sewer Project No. 40906;
- (h) Sanitary Sewer Project No. 40906 (Phase 1);
- (i) Sanitary Sewer Project No. 40906 (Phase 2);
- (j) Sanitary Sewer Project No. 40907 (Phase 1);
- (k) Sanitary Sewer Project No. 40915 (Phase 2);
- (l) Sanitary Sewer Project No. 40917 (Phase 1);

- 34 (m) Sanitary Sewer Project No. 40917 (Phase 2);
- 35 (n) Sanitary Sewer Project No. 40925;
- 36 (o) Sanitary Sewer Project No. 40932;
- 37 (p) Sanitary Sewer Project No. 40933 (Phase 1);
- 38 (q) Street Improvement Project No. 60343 (Phase 2);
- 39 (r) Street Improvement Project No. 60389 (Phase 3);
- 40 (s) Street Improvement Project No. 60468 (Phase 5);
- 41 (t) Street Improvement Project No. 60468 (Phase 6);
- 42 (u) Street Improvement Project No. 60525 (Phase 1);
- 43 (v) Street Improvement Project No. 60572;
- 44 (w) Street Improvement Project No. 60572 (Phase 2);
- 45 (x) Street Improvement Project No. 60581 (Phase 1);
- 46 (y) Street Improvement Project No. 60591 (Phase 1);
- 47 (z) Street Improvement Project No. 60594;
- 48 (aa) Street Improvement Project No. 60598 (Phase 1);
- 49 (bb) Street Improvement Project No. 60598 (Phase 2);
- 50 (cc) Street Improvement Project No. 60599 (Phase 1);
- 51 (dd) Street Improvement Project No. 60599 (Phase 2);
- 52 (ee) Street Improvement Project No. 60604 (Phase 1);
- 53 (ff) Street Improvement Project No. 60605;
- 54 (gg) Street Improvement Project No. 60611 (Phase 2);
- 55 (hh) Street Improvement Project No. 60613;
- 56 (ii) Street Improvement Project No. 60614 (Phase 1);
- 57 (jj) Trafficway Improvement Project No. 70142 (Phase 1);
- 58 (kk) Trafficway Improvement Project No. 70142 (Phase 2);
- 59 (ll) Trafficway Improvement Project No. 70142 (Phase 3);
- 60 (mm) Trafficway Improvement Project No. 70183;

- (nn) Trafficway Improvement Project No. 70190 (Phase 1);
- (oo) Trafficway Improvement Project No. 70197 (Phase 1); and
- (pp) Trafficway Improvement Project No. 70200 (Phase 1).

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. 7541 of the City adopted October 26, 2004, the City has issued its Temporary Notes, Series 2004-A dated November 23, 2004, aggregating the principal amount of \$23,140,000 and maturing on December 1, 2005, (the "Series 2004-A Notes") to provide funds to finance certain improvements in the City including Projects Nos. 12053 (Phase B), 13137, 40596, 40906, 40906 (Phase 1), 40907 (Phase 1), 40917 (Phase 1), 40925, 60343 (Phase 2), 60389 (Phase 3), 60468 (Phase 5), 60572, 60581 (Phase 1), 60591 (Phase 1), 60594, 60598 (Phase 1), 60599 (Phase 1), 60605, 70197 (Phase 1) and 70200 (Phase 1); as hereinbefore described (the "Projects"), and all aspects of said Projects will not be fully completed at the maturity of the Series 2004-A Notes; and

WHEREAS, it is necessary for the City to provide cash funds to renew a portion of the Series 2004-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 2004-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 2005-A, of the City, in the principal amount not to exceed \$22,425,000 (the "Notes"). The Notes will consist of fully registered notes

in the denomination of \$5,000 or any integral multiple thereof. The Notes shall initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, (along with its successors and assigns, the "Securities Depository") to which payments of principal on the Notes will be made by the Treasurer of the State of Kansas (the "Note Registrar" and "Paying Agent") in lawful money of the United States of America upon presentation of the Notes for payment and cancellation. Individual purchases of Notes will be made in book-entry form only. Purchasers will not receive certificates representing their interest in Notes purchased. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among those financial institutions (the "Participants") for whom it effects book entry transfers and pledges of securities deposited with it from time to time and receive and transmit payment of principal of and interest on the Notes to the Participants until and unless the Note Registrar (hereinafter designated) authenticates and delivers Replacement Notes to the beneficial owners as described in subsection (b). The Notes shall be dated November 29, 2005, shall become due on November 29, 2006, and shall bear interest from said date at the rate of four and one-half percent (4.50%) per annum. Interest on the Notes shall be payable at the maturity of the Notes on November 29, 2006, (the "Interest Payment Date") to the Registered Owner thereof appearing on the books of the Note Registrar as of the 15th day of the month next preceding the applicable interest payment date (the "Record Date").

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

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

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

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

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

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

159 **Section 3.** The Notes shall be executed by the facsimile or manual signature of the
160 Mayor or Deputy Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be
161 printed or affixed thereon. After such execution and the registration of the Notes by the City
162 Clerk and the Kansas State Treasurer, Topeka, Kansas, hereby designated as both the City's Note
163 Registrar and Paying Agent in connection with the Notes, the Notes shall be countersigned by
164 the City Clerk or Deputy City Clerk and delivered to the Original Purchaser thereof upon receipt
165 of the purchase price thereof, said purchase price to be not less than the principal amount thereof
166 plus accrued interest thereon to the date of delivery. The proceeds of the Notes shall be placed in
167 the City Treasury and applied solely to pay the costs of renewing the Series 2004-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 2005-A**

Rate of _____ Maturity _____ Dated _____ CUSIP NO. _____
Interest: _____ Date: November 29, 2006 Date: November 29, 2005
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 until said principal amount is paid. The Notes will not be subject to redemption prior to maturity.

The principal of and interest on 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 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 29th day of November, 2005.

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 2005-A, described in the within mentioned Resolution.

Registration Date: _____

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

I.D. No. _____

By

CITY CLERK'S CERTIFICATE

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

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

WITNESS My Hand and Official Seal as of this 29th day of November, 2005.

(SEAL)

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

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

I, LYNN JENKINS, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this Temporary Note has been filed in my office and that this Note has been registered in my office according to law this ____ day of November, 2005.

WITNESS My Hand and Official Seal.

LYNN JENKINS
Treasurer of the State of Kansas

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

300 Social Security or Taxpayer Identifying No.

301
302 _____
303 Signature (Sign Here Exactly as
304 Name(s) Appear on Face of Certificate)

305 Face of Certificate Signature Guaranteed By:

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307 _____
308 (Name of Eligible Guarantor Institution as
309 defined by SEC Rule 17Ad-15 (17CFR
310 240.17 Ad-15)

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312 By: _____
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315 **FURTHER TERMS AND CONDITIONS**

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317 This Note is one of a duly authorized series of Temporary Notes aggregating the principal
318 amount of \$22,425,000 (the "Notes") issued by the City to finance, on an interim basis, the
319 construction of certain improvements, heretofore duly authorized by the City, which are to be
320 paid for either in whole or in part by the issuance of bonds of the City. This Note and the series
321 of which it is a part are issued by the City to pay the cost of such improvements until money for
322 such purpose and for the payment of this Note with accrued interest, if any, thereon can be raised
323 by the City by the sale and issuance of its general obligation bonds. This Note and the series of
324 which it is a part are issued by the authority of and in full compliance with the provisions,
325 restrictions and limitations of Resolution No. 7701 of the City (the "Resolution"), the
326 Constitution and Laws of the State of Kansas, including Article 12, Section 5 of the Constitution
327 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*
328 *seq.*, all as amended, and Charter Ordinance No. 89 of the City (Section A12-1 of the Code of the
329 City) and all acts amendatory thereof and supplemental thereto.

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

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

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

Section 6. That the City covenants and certifies to and for the benefit of the Owners of the Notes from time to time outstanding that so long as any of the Notes remain outstanding, moneys on deposit in any fund or account in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other sources, will not be used in a manner which will cause the Notes to be classified as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). 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.

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

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

390 **Section 9.** That the City hereby covenants and agrees that it will comply with and carry
391 out all of the provisions of the Continuing Disclosure Certificate attached to the Final Certificate
392 of the City included in the transcript of proceedings regarding the Notes. Notwithstanding any
393 other provision of this Resolution, failure of the City to comply with the Continuing Disclosure
394 Certificate shall not be considered an event of default of the City's obligations either under this
395 Resolution or in connection with the Notes; provided, however, any owner of the Notes may take
396 such actions as may be necessary and appropriate, including seeking mandate or specific perfor-
397 mance 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 25th day of October,
2005.

CITY OF TOPEKA, KANSAS

(SEAL)

William W. Bunten
William W. Bunten, Mayor

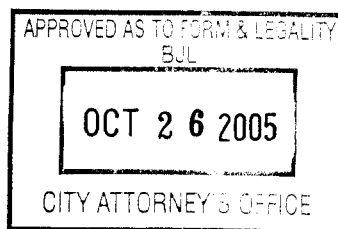
ATTEST:

Iris E. Walker
Iris E. Walker, City Clerk

I, IRIS E. WALKER, City Clerk of the City of Topeka, Shawnee County, Kansas, do
hereby certify that the above and foregoing is a true and correct copy of Resolution No. 7701
adopted and approved by the City Council on October 25, 2005.

(SEAL)

Iris E. Walker
Iris E. Walker, City Clerk



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EXHIBIT A

LETTER OF REPRESENTATIONS

(ATTACHED)

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

[To be Completed by Issuer]

CITY OF TOPEKA, KANSAS

[Name of Issuer]

July 15, 2003

[Date]

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

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

The Depository Trust Company

55 Water Street
New York, NY 10041-0099

Ladies and Gentlemen:

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

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

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Received and Accepted:

THE DEPOSITORY TRUST COMPANY

By: *Dennis Rusk*



The Depository Trust &
Clearing Corporation

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)

(To Blanket Issuer Letter of Representations)

**SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

(Prepared by DTC—bracketed material may be applicable only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity

of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

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