

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON SEPTEMBER 11, 2018**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 292, dated October 15, 2018 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as *Exhibit A* hereto.

Thereupon, the Governing Body was informed that based on the best bid received, the City Manager awarded the sale of the Series 292 Notes to J.P. Morgan Securities LLC, New York, New York, a copy of which is attached hereto as *EXHIBIT B*.

\_\_\_\_\_ moved that acceptance of said bid be affirmed, and to adopt a resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 292, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

The motion was seconded by \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 18-319.

\* \* \* \* \*

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

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Karen Sublett, City Clerk

***EXHIBIT A***  
**BID TABULATION**

**\$48,435,000 CITY OF WICHITA, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES, SERIES 292**

Dated: October 15, 2018  
Series 292  
Good Faith Deposit: \$968,700

Sale Date: September 6, 2018  
11:00 a.m., C.T.  
Max Interest Rate: 5.867%

\$48,435,000\*  
 CITY OF WICHITA, KANSAS  
 GENERAL OBLIGATION TEMPORARY NOTES, SERIES 292  
 (BOOK ENTRY ONLY)

**AWARD:** J.P. MORGAN SECURITIES LLC

**SALE:** September 6, 2018 Moody's Rating: MIG 1  
S&P's Rating: SP-1+

<u>Bidder</u>		<u>Interest Rates</u>	<u>Price</u>	<u>Net Interest Cost</u>	<u>True Interest Rate</u>
J.P. MORGAN SECURITIES LLC	October 15, 2019	4.00%	\$49,413,871.35	\$958,528.65	1.9304%
JEFFERIES LLC	October 15, 2019	3.50%	\$49,157,165.85	\$973,059.15	1.9697%
CITIGROUP GLOBAL MARKETS, INC.	October 15, 2019	5.00%	\$49,859,957.70	\$996,792.30	1.9892%
OPPENHEIMER & CO. INC.	October 15, 2019	3.00%	\$48,910,147.35	\$977,902.65	1.9894%

REOFFERING SCHEDULE OF THE PURCHASER

<u>Rate</u>	<u>Year</u>	<u>Yield</u>
4.00%	2019	1.90%

BBI: 3.96%  
Average Maturity: 1.000 Years

\* Subsequent to bid opening, the issue size was not changed.

Public Sector Advisors

EXHIBIT B

(BID OF PURCHASER)

J.P. Morgan Securities LLC - New York, NY's Bid

**PARITY**

City of Wichita, Kansas

\$48,435,000

General Obligation Temporary Notes, Series 292

For the aggregate principal amount of \$48,435,000.00, we will pay you \$49,413,871.35, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
10/15/2019	48,435M	4.0000	1.9000	102.060

Bid: 102.021000  
 Premium: \$978,871.35  
 Net Interest Cost: \$958,528.85  
 TIC: 1.930480  
 Time Last Bid Received On: 09/06/2018 10:58:32 CDST

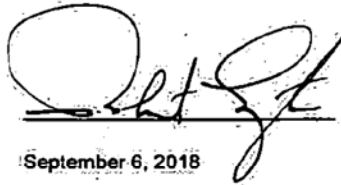
This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: J.P. Morgan Securities LLC, New York, NY  
 Contact: David Elmquist  
 Title: Vice President  
 Telephone: 212-834-7182  
 Fax: 917-456-3554

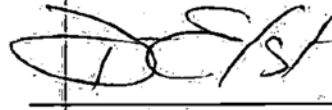
Issuer Name: City of Wichita

Company Name: J.P. Morgan Securities LLC

Accepted By:



Accepted By:



Date: September 6, 2018

Date: September 6, 2018

David R. Elmquist  
Vice President

**RESOLUTION NO. 18-319**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**SEPTEMBER 11, 2018**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 292**

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**RESOLUTION**

**TABLE OF CONTENTS**

**ARTICLE I**

**DEFINITIONS**

Section 101. Definitions of Words and Terms..... 2

**ARTICLE II**

**AUTHORIZATION AND DETAILS OF THE NOTES**

Section 201. Authorization of the Notes..... 9  
Section 202. Description of the Notes. .... 9  
Section 203. Designation of Paying Agent and Note Registrar. .... 9  
Section 204. Method and Place of Payment of the Notes. .... 9  
Section 205. Payments Due on Saturdays, Sundays and Holidays. .... 10  
Section 206. Registration, Transfer and Exchange of Notes..... 10  
Section 207. Execution, Registration, Authentication and Delivery of Notes..... 11  
Section 208. Mutilated, Lost, Stolen or Destroyed Notes..... 12  
Section 209. Cancellation and Destruction of Notes Upon Payment..... 12  
Section 210. Book-Entry Notes; Securities Depository..... 12  
Section 211. Nonpresentment of Notes..... 13  
Section 212. Preliminary and Final Official Statement. .... 14  
Section 213. Sale of the Notes. .... 14

**ARTICLE III**

**REDEMPTION OF NOTES**

Section 301. No Redemption of Notes..... 14

**ARTICLE IV**

**SECURITY FOR NOTES**

Section 401. Security for the Notes. .... 14  
Section 402. Levy and Collection of Annual Tax..... 15

**ARTICLE V**

**ESTABLISHMENT OF FUNDS AND ACCOUNTS  
DEPOSIT AND APPLICATION OF NOTE PROCEEDS AND OTHER MONEYS**

Section 501. Creation of Funds and Accounts. .... 15  
Section 502. Deposit of Note Proceeds and Other Moneys. .... 15  
Section 503. Application of Moneys in the Improvement Fund. .... 16  
Section 504. Substitution of Improvements; Reallocation of Proceeds. .... 16  
Section 505. Application of Moneys in the Redemption Fund. .... 16  
Section 506. Application of Moneys in Debt Service Account. .... 16  
Section 507. Deposits and Investment of Moneys. .... 17

**ARTICLE VI**

**DEFAULT AND REMEDIES**

Section 601. Remedies. .... 17  
Section 602. Limitation on Rights of Owners. .... 18  
Section 603. Remedies Cumulative. .... 18

**ARTICLE VII**

**DEFEASANCE**

Section 701. Defeasance. .... 18

**ARTICLE VIII**

**TAX COVENANTS**

Section 801. General Covenants. .... 19  
Section 802. Survival of Covenants. .... 19

**ARTICLE IX**

**CONTINUING DISCLOSURE REQUIREMENTS**

Section 901. Disclosure Requirements. .... 19  
Section 902. Failure to Comply with Continuing Disclosure Requirements. .... 19



**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

Section 1001. Annual Audit.....	20
Section 1002. Amendments. ....	20
Section 1003. Notices, Consents and Other Instruments by Owners.....	21
Section 1004. Notices. ....	21
Section 1005. Electronic Transactions.....	22
Section 1006. Further Authority. ....	22
Section 1007. Severability. ....	22
Section 1008. Governing Law. ....	22
Section 1009. Effective Date. ....	22

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**RESOLUTION NO. 18-319**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 292, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS**, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the “Act” herein, by proceedings duly had, the City Council (the “Governing Body”) of the Issuer has caused the improvements listed on *Schedule I* attached hereto (collectively the “Improvements”) to be made; and

**WHEREAS**, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

**WHEREAS**, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

**WHEREAS**, the Issuer has heretofore issued the following general obligation temporary notes to temporarily finance all or a portion of the costs of the Improvements (the “Refunded Notes”):

<i>Series</i>	<i>Dated Date</i>	<i>Original Amount</i>	<i>Outstanding Amount</i>
286	10/13/2017	\$63,150,000	\$63,150,000

; and

**WHEREAS**, all aspects of the Improvements and/or permanent financing for all the Improvements will not be completed prior to the maturity date of the Refunded Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Refunded Notes by the issuance of additional temporary notes of the Issuer; and

**WHEREAS**, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Refunded Notes; and

**WHEREAS**, the Governing Body has advertised the sale of the Notes and at a meeting held this date, ratified the award of the sale of such temporary notes to the best bidder; and

**WHEREAS**, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer’s General Obligation Temporary Notes, Series

292 in the principal amount of \$48,435,000 (the “Notes”) to pay a portion of the costs of the Improvements and to retire a portion of the Refunded Notes.

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

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive (specifically including K.S.A. 10-123) and K.S.A. 10-620 *et seq.* In addition, Act means K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1770 *et seq.*, and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“**Bond Counsel**” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“**Cede & Co.**” means Cede & Co., as nominee of DTC.

“**City**” means the City of Wichita, Kansas.

“**Clerk**” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“**Consulting Engineer**” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the

time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

**“Costs of Issuance”** means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

**“Dated Date”** means October 15, 2018.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 292 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

**“Debt Service Requirements”** means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Note which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Director of Finance”** means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

**“Disclosure Undertaking”** means the Issuer’s master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-077 of the Issuer.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Funds and Accounts”** means funds and accounts created by or referred to in *Section 501* hereof.

**“Improvement Fund”** means the Improvement Fund for General Obligation Temporary Notes, Series 292 created pursuant to *Section 501* hereof.

**“Improvements”** means the improvements described on *Schedule I* to this Note Resolution and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

**“Interest Payment Date(s)”** means the Maturity of the Note.

**“Issue Date”** means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Maturity”** when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Note Payment Date”** means any date on which principal of or interest on any Note is payable.

**“Note Register”** means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

**“Note Registrar”** means the State Treasurer and its successors and assigns.

**“Note Resolution”** means this resolution relating to the Notes.

**“Notes”** means the General Obligation Temporary Notes, Series 292, authorized and issued by the Issuer pursuant to this Note Resolution.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

Department of Finance  
12th Floor, City Hall  
455 North Main  
Wichita, Kansas 67202-1679

Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

J.P. Morgan Securities LLC  
383 Madison Avenue, 3<sup>rd</sup> Floor  
New York, New York 10179  
Fax: (917) 456-3554

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Director of Finance.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Notes.

**“Outstanding”** means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Section 701* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means 100% of the principal amount of the Notes, plus a premium of \$978,871.35.

**“Purchaser”** means J.P. Morgan Securities LLC, New York, New York, the original purchaser of the Notes, and any successors and assigns.

**“Rating Agency”** means any company, agency or entity that provides financial ratings for the Notes.

**“Record Dates”** for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

**“Redemption Fund”** means the Redemption Fund for General Obligation Temporary Notes, Series 292 created pursuant to *Section 501* hereof.



**“Refunded Notes”** means that portion of the Series 286 Notes retired from the proceeds of the Notes and other available funds of the Issuer.

**“Refunded Notes Maturity Date”** means October 13, 2018.

**“Replacement Notes”** means Notes issued to the Beneficial Owners of the Notes in accordance with *Section 211* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Series 286 Notes”** means the General Obligation Temporary Notes, Series 286, dated October 13, 2017.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

**“Standard & Poor's” or “S&P”** means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

**“Substitute Improvements”** means the substitute or additional improvements of the Issuer described in *Section 504(a)* hereof.

**“Treasurer”** means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE NOTES

**Section 201. Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 292, of the Issuer in the principal amount of \$48,435,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Notes.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
10/15/2019	\$48,435,000	4.00%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 205* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Note Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Notes.** The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Note Payment Date is not a Business Day, then payment of principal or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

**Section 206. Registration, Transfer and Exchange of Notes.** The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Section 304* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to *Section 205* hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Notes.** Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until

delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and

transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) 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 (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, 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 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 Owners of such determination or such notice and of the availability of certificates to 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 adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph 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 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 Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, 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 Issuer.

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 Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar 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 a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 211. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made

available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated August 14, 2018, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes.** The sale of the Notes to the Purchaser is hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

### ARTICLE III

#### REDEMPTION OF NOTES

**Section 301. No Redemption of Notes.** The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

### ARTICLE IV

#### SECURITY FOR NOTES

**Section 401. Security for the Notes.** The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements, tax increment revenues or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of

the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

**Section 402. Levy and Collection of Annual Tax.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS AND OTHER MONEYS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 292.
- (b) Redemption Fund for General Obligation Temporary Notes, Series 292.
- (c) Debt Service Account for General Obligation Temporary Notes, Series 292.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds and Other Moneys.** The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

- (a) Bid premium received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) An amount, taking into account the other funds described in (d) hereof, necessary to provide for redemption of the Refunded Notes shall be deposited in the Redemption Fund.
- (c) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.
- (d) The Issuer shall also apply additional available Issuer funds in an amount necessary to provide for redemption of the Refunded Notes.



**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

**Section 505. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Maturity Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

**Section 506. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal of

and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such

payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice

or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in *Section 901* hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate

proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice

Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1005. Electronic Transactions.** The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

**Section 1008. Governing Law.** This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on September 11, 2018.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and  
City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on September 11, 2018, as the same appears of record in my office.

DATED: September 11, 2018.

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Karen Sublett, City Clerk

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**EXHIBIT A**  
**(FORM OF NOTES)**

**REGISTERED  
NUMBER \_\_\_\_\_**

**REGISTERED  
\$ \_\_\_\_\_**

**Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the 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 HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF WICHITA  
GENERAL OBLIGATION TEMPORARY NOTE  
SERIES 292**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: October 15, 2018**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent

in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

**ADDITIONAL 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.**

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** 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, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF,** the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF WICHITA, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (manual or facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile)  
Clerk

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

(Facsimile Seal)

\_\_\_\_\_ (manual or facsimile)  
Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 292, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: \_\_\_\_\_

Office of the State Treasurer,  
Topeka, Kansas,  
as Note Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: 0709-087-101518-\_\_\_\_

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(FORM OF REVERSE SIDE OF NOTE)

**ADDITIONAL PROVISIONS**

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 292,” aggregating the principal amount of \$48,435,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, particularly Article 12, Section 5, thereof, and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-1770 *et seq.*, and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain Improvements, from tax increment revenues or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer 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.

**Redemption.** The Notes are **not** subject to redemption prior to maturity.

**Book-Entry System.** The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the

Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar 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 owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

**Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

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## LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

**GILMORE & BELL, P.C.**

Attorneys at Law

100 N. Main Suite 800

Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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**NOTE ASSIGNMENT**

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of October 15, 2018.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)  
Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Treasurer of the State of Kansas

**SCHEDULE I**  
**LIST OF IMPROVEMENTS**  
**CITY OF WICHITA, KANSAS**  
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 292  
CAPITAL IMPROVEMENTS

PPN	OCA	Description of Project	Renewal Notes	Amount Required <u>10/15/2018</u> New Notes*
<b>ARTERIAL IMPROVEMENTS</b>				
1	204369	706903	17th, Broadway - I135 Improvements	\$ 62,691.00
2	204379	706913	13th St.-135th W/Azure	56,690.00
3	208452	706987	Mt. Vernon, Broadway - S Blvd 472-84699	134,937.00
4	209472	707007	Railroad Corridor Separation Study	467.00
5	210496	707031	Intelligent Transport System 472-84957	2,710.00
6	211514	707049	Douglas, Washington - Oliver D 472-85102	2,353.00
7	211516	707055	Bike Enhancement Projects M	\$ 1,919.00
8	211525	707061	West Bank River Corridor, Douglas-2nd TIF/GO472-85130	898,232.00
9	211527	707063	2014 CIP Thermal Crack Maintenance	13,346.00
10	211529	707065	127th E. 13th - 21st 472-85158	341,775.00
11	211540	707086	Mosley/Rock Island - 2nd - 3rd 472-85195 (TIF funded)	813,889.00
12	211542	707088	17th St Paving Rehabilitation 472-85215	14,093.00
13	211545	707090	2015 RR Crossing Improve Prog 472-85219	5,667.00
14	211546	707083	2015 CIP Concrete Pave Maintenance. 472-85205	89.00
15	211547	707084	2015 CIP Thermal Crack Maintenance Ph. 1 - 4	898.00
16	211549	707092	2016 Traffic Signalization 472-85250	188,841.00
17	211552	707097	Union Station Public Improv. 472-85275	1,824.00
18	211555	707100	Mt. Vernon Hillside Intersection 472-85286	40,689.00
19	211561	707107	Sidewalk/Wheelchair Ramp Program 472-85297	124,687.00
20	211562	707109	17th & 18th Streets 472-85204	29,908.00
21	211564	707111	Douglas Ave Bus Facility Improvements 472-85299	582,508.00
22	211567	707114	Bike Enhancement projects 472-85336	644,232.00
23	211569	707117	Neighborhood Improvements 472-85340	14,030.00
24	211570	707121	29th St N/127th St E 472-85341	601,479.00
25	211571	707124	2017 CIP Outsourced Pavement Maintenance	1,903,728.00
26	211573	707127	2017 Rail Crossing Improvements 472-85391	4,216.00
27	211550	707093	Intelligent Transport System 472-85249	182,802.00
28	211551	707095	2016 Outsourced Pavement P 472-85260-67	16,864.00
<b>SUBTOTAL ARTERIAL IMPROVEMENTS</b>			<b>\$1,856,356.00</b>	<b>\$5,763,358.00</b>
<b>BRIDGE IMPROVEMENTS</b>				
1	249146	715730	Bridge Inspection 2013 472-85118	\$ 35,163.00
2	249151	715735	Harry Bridge at Arkansas River 472-85359	66,802.00
3	249152	715736	2017 Bridge Inspections 472-85390	62,951.00
<b>SUBTOTAL BRIDGE IMPROVEMENTS</b>				<b>\$164,916.00</b>
<b>PARK IMPROVEMENTS</b>				
1	440152	785975	Walking Paths 2011-12	\$ 509.00
2	440153	785976	Park Facilities Improvements 2012	386.00
3	440156	786011	Swimming Pool Improv 2013 CIP	420.00
4	440159	796004	Swimming Pool Improvements 2014	452.00
5	440165	796012	2015 Buffalo Park Constructions	39,745.00
6	440166	796013	2015 OJ Watson Park Improvements	30,205.00
7	440167	796014	2015 Armory Remodeling-Forestry Section	4,660.00

8	440168	796015	2016 Pracht Wetlands Improvements		11,778.00
9	440169	796016	2016 McAdams Park Improvements		3,281.00
10	440170	796017	2017 Park Facility Improvements		246,507.00
11	440171	796018	2016-17 Playground Equip and Rehab		310,629.00
12	440172	796024	2016 Athletic Court Improvements		18,957.00
13	440173	796020	2016 OJ Watson Park Improvements		18,910.00
14	440174	796028	2016 Linwood Park Improvements		362,464.00
15	440175	796029	2016 Walking Paths and Exercise Systems		2,054.00
16	440181	796035	2018 McAdams Field Improvements		267,655.00
17	440182	796038	2017 OJ Watson Improvements		133,530.00
<b>SUBTOTAL PARK IMPROVEMENTS</b>					<b>\$1,452,142.00</b>

**PUBLIC IMPROVEMENTS**

1	435379	792409	City Facilities ADA Compliance		\$ 19,187.00
2	435405	792455	CMF Expansion		4,517.00
3	435426	792500	Exchange Place - TIF	\$12,679,791.00	238,717.00
4	435439	792517	Central Library Relocation	7,579,973.00	5,879,817.00
5	435477	795000	KS Aviation Museum Bldg Improvements	871,804.00	35,943.00
6	435478	795001	S Market Parking Garage Repair/Renovation		74,125.00
7	435479	795002	Fire Apparatus '14		1,162.00
8	435480	795003	Fleet Heavy Equip Replacement '14-'15		349,811.00
9	435483	795006	Maintenance and Repair of Fire Stations		106,052.00
10	435484	795007	General Repairs - City Facilities		184,371.00
11	435486	795009	City Hall Renovations		350,653.00
12	435489	795012	Property and Evidence Improvements		13,558.00
13	435498	795021	Fleet Heavy Equipment Replacement 2016		950,829.00
14	435499	795022	Fire Apparatus 2016		313,776.00
15	435501	795024	General Improvements to City Facilities		121,012.00
16	435510	795032	City Hall Renovations and Improvements		358,182.00
17	435809	793107	HR/Payroll and Finance system		184,198.00
18	435810	795013	Police Patrol Substations - 2017		47,424.00
19	435811	795026	Old Town Surveillance System		6,805.00
20	435812	793086	CRM Improvements Project Res 17-228		27,843.00
<b>SUBTOTAL PUBLIC IMPROVEMENTS</b>					<b>\$21,131,568.00 \$9,267,982.00</b>

**PAVING IMPROVEMENTS**

1	490210	766192	Alley N Central, E Spruce 472-84549		\$ 3,758.00
2	490275	766257	167th St. W. Accel/Decel Lane 472-84243		36,060.00
3	490337	766316	127th E USD 259 4th Addn	\$ 37,744.00	1,843.00
4	490352	766331	Meridian Tyler's Landing 5th Addn 472-85193	113,189.00	1,682.00
5	490353	766332	Webb Rd & Corporate Hills Dr	88,361.00	40,582.00
6	490364	766342	Paving 111th St. S of Kellogg 472-85228	15,502.00	1,044.00
7	490367	766345	Paving Meridian, North of 29th 472-85239	137,947.00	15,254.00
8	490370	766348	New Market Paving Ph. 2 2nd Addn 472-84991	331,466.00	10,268.00
9	490375	766353	Paving Jackson H Ct Marinita 472-85240	22,705.00	8,438.00
10	490387	766364	Paving Mathewson's Addition 472-85293	18,964.00	848.00
11	490389	766366	Sandcrest Addition Paving 472-85252	695,962.00	8,716.00
12	490390	766367	Paving Clear Creek 2nd 472-83744	93,407.00	1,055.00
13	490391	766368	Paving Fontana 5th Addition Phase 1 472-84801	296,392.00	164,174.00
14	490396	766373	Emerald Bay estates 2nd Addition 472-85311	103,163.00	300.00
15	490397	766374	Auburn Hills Paving 16th Addition 472-85302		24,711.00
16	490399	766376	Lost Creek Liberty Park 3rd Addition 472-85140	24,462.00	518.00
17	490400	766377	Sycamore Village Addition Sidewalks 472-85310	67,545.00	7,544.00
18	490402	766378	Paving Bellechase 3rd Addition 472-85320	13,780.00	210.00
19	490405	766379	Edward Cir Northgate 2nd 472-85307		181.00
20	490406	766380	Paving Casa Bella 2nd Addition 472-85321	21,730.00	375.00



21	490407	766381	Phase 1 paving Firefly Way Addition 472-85350	59,992.00
22	490408	766382	Paving Firefly Waty entrance 472-85356	27,639.00
23	490409	766383	Brookfield Bristol Addition Paving 472-85344	44,087.00
24	490410	766384	Waterfront 9th Lakefront Addition 472-85377	209.00
25	490411	766385	Paving - Vassar Addition Ph. 3 472-85258	5,904.00
26	490412	766386	Paving, Paddock at 127th Ph. 1 472-85342	30,725.00
27	490413	766387	Turn Lanes Cadillac Lake Addition 472-85237	23,578.00
28	490414	766388	Paving Ph. 2A Estancia Addition 472-85244	395.00
29	490415	766389	Paving Ph. 2B Estancia Addition 472-85387	167.00
30	490416	766390	Meadow Creek Circle Chisolm Cove 472-85379	9,233.00
31	490417	766391	Paving Castlegate Addition Ph. 1 472-85385	458.00
32	490418	766392	Paving Edgewater Addition Ph. 6A 472-84708	28,821.00
33	490421	766394	34 <sup>th</sup> St. S., Rocky Ford Ph. 1 472-85382	223,083.00
34	490423	766396	43rd ST S Legacy 3rd 472-85404	235,506.00
35	490424	766397	Doris, Brisco, Emerald Bay 472-85408	9,040.00
36	490425	766398	Walnut inset parking 472-85414	3,580.00
37	490426	766399	Central median at Vassar 472-85413	90,610.00
38	490427	766400	Paving Ph.1 Clear Ridge Addn 472-85406	26,717.00
39	490428	766401	Cheryl's Hollow 2nd, Ph. 2 472-85405	18,200.00
40	490429	766402	34th St S Ph. 1 Skyway West 5th 472-85410	38,079.00
41	490430	766403	Ph. 2 Siena Lakes Addition 472-85176	175,175.00
42	490432	766405	Courtyards at Brookfield – Ph. 1 472-85418	38,044.00
43	490434	766407	Ph. 2 Sandcrest & Sandcrest 3rd 472-85423	418,204.00
44	490440	766409	Falcon Falls 3rd Addn Ph. 3A 472-84326	58,064.00
45	490441	766410	Paving Edgewater Addn Ph. 6A 472-85392	188,688.00
46	490443	766412	Paving Ph. 1 Trinity Point 472-84251	219,685.00
47	490444	766413	Paving Schurr Addition 472-85416	18,128.00
48	490445	766414	33rd St S - Rocky Ford 2nd Addn 472-85384	1,305.00
49	490449	766415	Ph. 1 Rocky Ford 2nd Addn 472-85430	1,185.00
<b>SUBTOTAL PAVING IMPROVEMENTS</b>				<b>\$2,082,319.00</b>

**\$2,322,062.00**

**SANITARY SEWER IMPROVEMENTS**

1	480086	744394	Lat 176 WIS Rockwood S 3rd Addn 468-84792	\$ 22,295.00	\$ 827.00
2	480097	744405	Lat 5, Main 8 NWI Cadillac Lake Addn 468-85058		622.00
3	480117	744425	Lat 5 Main 21 Sierra Golf 468-85146	17,846.00	915.00
4	480119	744427	Lat 135 Westlink Tyler Point 468-84861	127,131.00	1,035.00
5	480120	744428	Lat 554, SWI Fossil Rim Comm 468-85145	21,404.00	1,002.00
6	480121	744429	Lat 11 M5 NWI Liberty Park 3rd 468-84926	61,822.00	463.00
7	480122	744430	Lat 12 M18 FMC Bellechase 3rd 468-85162	6,614.00	75.00
8	480123	744431	Lat 21 Main 15 SS 23 Northgate 468-85141	2,021.00	524.00
9	480124	744432	Lat 13 M18 FMC Casa Bella 2nd 468-85163	10,116.00	2,396.00
10	480126	744434	Lat 2 Main 25, FMC Firefly Way 468-85179		6,600.00
11	480127	744435	Lat 6 Main FMC Clear Ridge 468-85148		11,449.00
12	480129	744438	Lat 66 Main 24 Waterfront 9th 468-85191		754.00
13	480130	744439	Lat 2 Main 29 WIS Brookfield 468-85173		9,861.00
14	480131	744440	Lat 14 Main 18 FMC Paddock 468-85171		9,383.00
15	480132	744441	Lat 19, Dist D, SS 12 Frisco 468-85210		79.00
16	480133	744442	Lat 548, SWI Estancia Ph. 2 468-85076		10,941.00
17	480134	744443	Lat 41, Main T, Chisolm Cove 468-85199		56.00
18	480135	744444	Lat. 64, Main 24 WIS Tallgrass 468-85132		766.00
19	480136	744445	Lot 2 Block 1 Twin Lakes Addition 468-85220		834.00
20	480137	744446	Lat 447, FMC Morris Addition 468-85223		256.00
21	480140	744449	Lat 1, Main 28 WIS Rocky Ford 468-84466		112,979.00
22	480141	744458	Lat 6, Main 16 FMD Cross Pointe 2nd 468-84045		4,609.00
23	480142	744451	Lat 559 SWI Legacy 3rd 468-85230		3,204.00
24	480143	744452	Lat 1 Main 26 SWI Emerald Bay 468-85239		17,901.00

25	480144	744453	Lat 136 SS 23 Sun Air 2nd 468-85167	27,606.00
26	480145	744454	Lat 17 Main 4 NWI Cheryl's Hol 468-85233	87,101.00
27	480146	744455	Lat 45 Main 1 Cowskin Intercep 468-85259	43,807.00
28	480147	744456	Lat 67, CIS Skyway West 5th 468-85249	286,479.00
29	480148	744457	Ph. 2 Lat 543 SWI Siena Lakes 468-84970	68,577.00
30	480149	744458	Lat 63 Main 03 SWI Racetrack 468-85192	18,842.00
31	480150	744459	Lat 180 WIS Courtyards Brook 468-85264	276,809.00
32	480151	744460	Lat 563 SWI Sandcrest 3rd 468-85273	305,820.00
33	480152	744461	Lat 11 M13 SS 23 Falcon 3A 468-84098	109,322.00
34	480155	744464	Lat 22 NWI Schurr Addn 468-85261	5,675.00
35	480156	744465	Lat 181 WIS Rocky Ford 2nd 468-85284	70,805.00
36	480157	744466	L100 Westlink NW Village Addn 468-85310	3,116.00
37	480158	744467	L17 M6, Turkey Creek 3rd 468-85050	1,235.00

**SUBTOTAL SANITARY SEWER IMPROVEMENTS**

**\$269,249.00                      \$1,502,725.00**

**STORM SEWER IMPROVEMENTS**

1	485424	751533	SWS 693 Rockwood South 3rd Addn 468-85031	\$ 22,191.00	\$ 1,107.00
2	485425	751534	SWD 394 Fox Ridge Plaza 468-84953	350,013.00	2,928.00
3	485439	751548	SWDS 409 Tyler Point Ph. 2 468-85118	32,159.00	531.00
4	485440	751549	SWDS 408 Tyler Point Ph. 1 468-85102	4,209.00	246.00
5	485441	751550	SWD 407 Tallgrass E Comm Addition 468-85097	241,400.00	15,148.00
6	485442	751551	SWD 414 Emerald Bay 2nd Addition 468-85153	241,735.00	1,901.00
7	485443	751552	SWD 415 Bellechase 3rd 468-85161	39,827.00	585.00
8	485444	751553	SWD 709 Northgate 2nd 468-85142		203.00
9	485445	751554	SWD 419 Firefly Way addition 468-85185		403.00
10	485446	751555	SWD 417 Brookfield Addition 468-85177		42,635.00
11	485447	751556	Plainview Drainage Study 468-85195		31.00
12	485448	751577	SWD 416 Paddock at 127th 468-85172		29,127.00
13	485449	751558	SWD 406 Estancia 468-85071		49,219.00
14	485450	751559	SWS 700 Ph. 2 Estancia 468-85073		386.00
15	485451	751560	SWS 714 Estancia Ph. 2B 468-85209		88.00
16	485452	751561	SWS 717 Morris Addition 468-85224		72.00
17	485455	751564	SWD 421 Rocky Ford Addn 468-85201		224,487.00
18	485456	751565	SWD 399 Cross Pointe 2nd Addition 468-85013		5,170.00
19	485457	751566	SWD 426 Emerald Bay 3rd 468-85241		26,659.00
20	485458	751567	SWD 718 Cheryl's Hollow 2nd 468-85231		11,319.00
21	485459	751568	SWD 424 Cheryl's Hollow 2nd 468-85232		12,956.00
22	485461	751570	SWS 695 Sienna Lakes Phase 2 468-85053		95,901.00
23	485462	751571	SWD 721 Courtyards Brookfield 468-85263		136,359.00
24	485463	751572	SWD 429 Courtyards Brookfield 468-85265		170,514.00
25	485464	751573	SWD 432 Sandcrest 3rd Addn 468-85272		115,792.00
26	485465	751574	SWD 722 Racetrack Addition 468-85282		34,013.00
27	485467	751576	SWS 725 Savannah Place Addn 468-85298		2,286.00
28	485468	751577	SWD 433 Rocky Ford 2nd Addn 468-85285		2,510.00

**SUBTOTAL STORM SEWER IMPROVEMENTS**

**\$931,534.00                      \$982,576.00**

**WATER IMPROVEMENTS**

1	470135	735462	Greenwich Business Ctr 448-90518		\$ 3,000.00
2	470204	735531	WDS Rockwood South 3rd Addn 448-90672	\$ 29,763.00	5,086.00
3	470214	735541	WDS Cadillac Lake Addition 448-90686		214.00
4	470234	735561	WDS Tyler Pointe Addition Ph. 1 448-90724	40,579.00	150.00
5	470235	735562	WDS Fossil Rim Commercial 448-90751	18,894.00	1,496.00
6	470236	735563	WDS Ph. 2C Liberty Park 3rd Addition 448-90622	7,088.00	83.00
7	470237	735564	WDS Bellechase 3rd 448-90781	5,091.00	1,160.00
8	470238	735565	WDS Northgate 2nd Addition 448-90749	1,675.00	64.00
9	470239	735566	WDS Casa Bella 2nd Addition 448-90782	7,149.00	1,593.00
10	470240	735567	WDS Firefly Way entrance 448-90799	1,024.00	526.00
11	470241	735568	WDS Firefly Way Phase 1 448-90793	1,024.00	4,430.00
12	470242	735569	WDS Clear Ridge Townhomes 448-90756		2,333.00
13	470243	735570	WDS Tyler Pointe Addition Phase 2 448-90725	1,583.00	54.00
14	470244	735571	WDS Brookfield Addition Ph. 1 448-90787		12,240.00
15	470245	735572	WDS Waterfront 9th 448-90806	1,024.00	807.00
16	470246	735573	WDS Paddock At 127th Phase 1 448-90785		6,043.00
17	470247	735574	WDS Estancia Phase II 448-90694		3,418.00
18	470248	735575	WDS Chisolm Cove 448-90811		61.00
19	470249	735576	WDS Edgewater Addition Ph. 6A 448-90381		7,576.00
20	470250	735577	WDS Morris Addition 448-90831		71.00
21	470253	735580	Waterline Silver Springs 2nd 448-90741		82.00
22	470254	735581	WDS Rocky Ford Addition 448-90350		62,904.00
23	470255	735582	WDS Legacy 3rd 448-90832		482.00
24	470256	735583	WDS Emerald Bay 3rd 448-90840		5,500.00
25	470257	735584	WDS Brookfield (entrance road) 448-90792		10,633.00
26	470258	735585	WDS Sun-Air Estates 2nd 448-90783		18,808.00
27	470259	735586	WDS Clear Ridge Ph. 1 448-90838		4,996.00
28	470260	735587	WDS Cheryl's Hollow 2nd Addition Ph. 2 448-90836		49,690.00
29	470261	735588	WDS Skyway West 5th 448-90844		60,925.00
30	470262	735589	Phase 2 Water Siena Lakes 448-90637		37,013.00
31	470263	735590	WDS Courtyards at Brookfield 448-90849		109,735.00
32	470264	735591	WDS Sandcrest/Sandcrest 3rd Ph. 2 448-90860		100,826.00
33	470265	735592	WDS Falcon Falls 3rd Ph. 3A 448-90130		27,104.00
34	470266	735593	WDS Edgewater Addn Ph. 6B 448-90820		42,611.00
35	470270	735597	WDS Schurr Addition 448-90848		3,678.00
36	470271	735598	WDS Ph. 1 Rocky Ford 2nd 448-90867		1,355.00
37	470272	735599	WDS Rocky Ford 2nd (33rd Entr) 448-90869		5,042.00
38	470273	735600	WDS Turkey Creek 3rd Addn 448-90683		1,530.00

<b>SUBTOTAL WATER IMPROVEMENTS</b>	<b>\$ 114,894.00</b>	<b>\$ 593,319.00</b>
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<b>TOTAL TEMPORARY NOTES, SERIES 292</b>	<b>\$26,385,920.00</b>	<b>\$22,049,080.00</b>
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<b>TOTAL RENEWAL MONEY</b>	<b>\$26,385,920.00</b>
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<b>TOTAL NEW MONEY</b>	<b>22,049,080.00</b>
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<b>TOTAL TEMPORARY NOTES, SERIES 292</b>	<b>\$48,435,000.00</b>
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\*includes costs of issuance