

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda 08-14-12

WEDNESDAY, AUGUST 15, 2012

4:00 p.m.

-Consider approval of the minutes for August 1, 2012.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
(b) Consider approval of a resolution recognizing the United States Postal Service (Mike Gaughan)

REGULAR AGENDA

- (2) Consider approval of a resolution extending the Burn Ban in the unincorporated area of Douglas County (Teri Smith);
- (3) Site Plan [SP-12-10024] Metering facility for Southern Star/Atmos Energy Interconnect located south of 650 N 1800 Road. (Mary Miller is the Planner)
- (4) Consider approval of and waiver of the County purchasing policies to contract the resurfacing of the recreation courtyards for the jail with Desco Coating in the amount of \$45,293.00. (Kenny Massey/David Sparkes)
- (5) A resolution authorizing and directing the issuance, sale and delivery of general obligation bonds, series 2012-E, of Douglas County, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds 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. (Greg Vahrenberg)
- (6) 2011 Heritage Grant project activities that includes the completed Historic Structures Report for the Robert Hall Pearson House. (Carol von Tersch)-No backup
- (7) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Public Comment
 - (d) Miscellaneous
- (8) Adjourn

THURSDAY, AUGUST 16, 2012

-9:00 a.m. - Election Canvass

WEDNESDAY AUGUST 22, 2012 – LIGHT

4:00 p.m.

-Consider adopting a Resolution authorizing Douglas County, Kansas to issue its Taxable Industrial Revenue Bonds, Series 2012 (Berry Plastics Project) in the aggregate principal amount of not to exceed \$21,000,000 for the purposes of acquiring, constructing and equipping a manufacturing and warehouse facility; authorizing execution of a Trust Indenture by and between the County and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee; authorizing the County to lease such facility to AG&L Plastics, L.L.C.; authorizing the execution of a Bond Purchase Agreement with AGNL Plastics, L.L.C., as purchaser of the bonds; and authorizing certain other documents and actions in connection therewith.

MONDAY, AUGUST 27, 2012

- 5-County Regional Transportation Study Public Officials Briefing at Lawrence City Hall 4-6 p.m., 6th East 6th Street (Two or more Commissioners may attend)

WEDNESDAY AUGUST 29, 2012

6:35 p.m. –

Consent: Adopt report of the Solid Waste Management Plan annual review (Keith Browning)

-(2) Temporary business Permits (Linda Finger)

-Public Hearing for the I-Codes and eventual adoption (Kay Pettit)

WEDNESDAY, SEPTEMBER 5, 2012

WEDNESDAY, SEPTEMBER 12, 2012 – Tentatively Cancelled

WEDNESDAY, SEPTEMBER 19, 2012

-Consider a Text Amendment, **TA-8-11-11**, to the Douglas County Zoning Regulations for the Unincorporated Territory of Douglas County to establish *Agritourism* as a use in the County A (Agriculture). (Mary Miller is the Planner)??

FRIDAY, SEPTEMBER 21, 2012

7:30-9:00 a.m. – Lawrence School Foundation Breakfast at the Lawrence Holidome (Two or more Commissioners may attend. No County business will be conducted)

WEDNESDAY, SEPTEMBER 26, 2012

-Community Corrections Comprehensive Plan Fiscal Year 2012 Quarterly and Year End Outcome Report Format (Deborah Ferguson)

THURSDAY, OCTOBER 11, 2012

3-6 p.m. – Douglas County Senior Services 40th Anniversary Event

SATURDAY, OCTOBER 20, 2012

4-7 p.m.-Douglas County Senior Services Chili Cook off

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

RESOLUTION NO. 12-_____

**A RESOLUTION RECOGNIZING THE UNITED STATES
POSTAL SERVICE (USPS) AS A VALUABLE RESOURCE
IN DOUGLAS COUNTY, KANSAS**

WHEREAS the United States Postal Service (USPS) is a vital national resource that provides essential services to 151 million households and businesses and supports more than 7 million private sector jobs; and

WHEREAS the services offered by the USPS have long been particularly critical to the social and economic life of rural communities; and

WHEREAS the letter carriers and postal workers of the USPS are an essential part of the quality of life we expect in our rural communities, neighborhoods and business and commercial districts; and

WHEREAS the United States Congress is currently considering the Postal Service Reform Act of 2012 (H.R. 2309), which would end weekend mail delivery; terminate at-home mail delivery and close thousands of local post offices including the Lecompton Post Office; fundamentally alter life in rural communities by slowing delivery and causing more people to travel greater distances to utilize this essential service; and result in the elimination of thousands of jobs.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas joins the Lecompton City Council in strongly opposing passage of the Postal Service Reform Act of 2012 (H.R. 2309).

Passed and Approved by the Board of County Commissioners of Douglas County, Kansas on the 15th Day of August 2012.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chair

Nancy Thellman, Member

Jim Flory, Member

ATTEST:

Jameson D. Shew, County Clerk

RESOLUTION NO. _____

**A RESOLUTION IMPOSING RESTRICTIONS ON CERTAIN OUTDOOR BURNING IN
THE UNINCORPORATED AREA OF
DOUGLAS COUNTY, KANSAS**

WHEREAS, Section 6-101 of the Douglas County Code, adopted pursuant to K.S.A. 48-932, provides that the Board of County Commissioners (the “Board”) may declare that, due to low moisture conditions, a local disaster emergency exists or the threat thereof is imminent and that the outdoor burning restrictions shall be in force for such time period as the Board determines appropriate.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:**

Section 1. Declaration of Emergency. The Board has determined and declares that, due to low moisture conditions, an local disaster emergency exists or the threat thereof is imminent and that the outdoor burning restrictions shall be in force as provided in this Resolution.

Section 2. Outdoor Burning Restrictions. Except for exemptions granted pursuant to Section 6-103 of the Douglas County Code, during the local disaster emergency declared in accordance with this Resolution the following activities shall be prohibited in the outdoors:

- (a) The careless use and disposal of smoking materials, including, but not limited to, cigarettes, cigars and pipes. All smoldering remains shall be discarded in inflammable containers and in a manner to reduce the potential for fires.
- (b) Building, maintaining, attending or using any open fire or campfire, except in permanent stoves or fireplaces or in barbecue grills in developed recreational sites or on residential homesites.
- (c) Burning of all fence rows, fields, wildlands, ravines, trash, debris or other areas or materials. Such burning may be exempted from these restrictions when it is necessary for crop survival and has been specifically approved in writing by both the Douglas County Sheriff and (except in Marion Township) the fire chief of the fire department having jurisdiction over the area in which the burning is to take place. Crop survival means the burning of stubble in preparation for the planting of a crop.

Section 3. Penalties. As provided in K.S.A. 48-939 and Section 6-104 of the Douglas County Code, the knowing or willful violation of any restrictions adopted pursuant to this Resolution shall constitute a class A misdemeanor and shall be punished as provided by law therefore.

Section 4. Effective Date. This Resolution and the restrictions on outdoor burning provided for herein shall become effective 24 hours after its adoption and filing with the Douglas County Clerk and shall remain in force until: (i) _____ or (ii) such

earlier date that the Chair of the Board determines, based upon rainfall or other good cause, that the local emergency disaster ceases to exist.

ADOPTED this _____ day of _____.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

Jim Flory, Commissioner

Nancy Thellman, Commissioner

ATTEST:

Jameson D. Shew, Douglas County Clerk

SITE PLAN REVIEW
BOARD OF COUNTY COMMISSIONERS STAFF REPORT
August 15, 2012

A. SUMMARY

SP-12-00124, Site Plan for structure to house Southern Star and Atmos energy meter connection facilities south of Berry Plastics facility on N 1800 Road. Submitted by Bob Bath of Southern Star for Rockwall Farms, LC property owner of record.

B. GENERAL INFORMATION

Current Zoning and Land Use: A (County-Agriculture) District; Agricultural land located south of the Berry Plastics property on N 1800 Road.

Surrounding Zoning and Land Use: To the east: B-2 (County-General Business) District with conditions; agriculture land with approved site plan for Corporate Retreat.

To the west: I-2 (County-Light Industrial) District; Access drive for warehouse/industrial facility.

To the south: A (County-Agriculture) District; I-70 right-of-way and rural residence.

To the north: A (County-Agricultural) and I-2 (County-Light Industrial) Districts; Agricultural land and warehouse/industrial facility.

Parking Requirement:

No parking requirement exists for utility use; however, adequate space should be provided to allow for off-road parking of maintenance equipment as parking is not permitted on N 1800 Road. Staff has requested additional information from the applicant regarding traffic circulation on site. Maintenance vehicles should be able to turn around on site so it is not necessary to back onto N 1800 Road.

C. STAFF REVIEW

The proposed facility is located on a portion of property platted as Lot 1, Rockwall Farms Addition No. 2 between the Berry Plastics Warehouse and N 1800 Road right-of-way. This project includes the construction of a fenced area to house the meter building and other equipment necessary for a tap between Southern Star and Atmos Energy at this point where their service areas meet. The building will be within a fenced enclosure and landscaped to screen it from the view of the right-of-way. This site plan will focus on the screening rather than the design of the meter building, since it will be located within the screened area.

The Berry Plastics access point and a frontage road paralleling N 1800 Road will be used as a temporary construction access, but a permanent access point will be provided on N 1800 Road. An

access easement is shown on the site plan for the access from N 1800 Road. This access crosses an existing AT&T easement. The County Engineer recommended the two utilities share an access point to prevent having multiple access points on N 1800 Road. The site plan could be approved with the temporary construction access at Berry Plastic's access; however, it will be necessary for Southern Star to coordinate the location of the access point on N 1800 Road with AT&T and the County Engineer prior to obtaining an access permit.

Approximately .15 will be leased from the property owner acres for the metering facility. The fencing for the facility is located approximately 60 ft from the right-of-way and the proposed metering building will be approximately 20 ft to the north of the fence. The building will be setback from the right-of-way approximately 80 ft. The location of the metering facility is within the required 150 ft front yard setback for property in the A District which fronts on a principal arterial. The Zoning Regulations provide the Board of County Commissioners the authority to approve utilities as the proposed use is classified as a *Utility as approved by the County Commission*. This approval would include the location of the utilities with recognition that setbacks may not be feasibly met. Most utilities are required to locate along the utility corridor, which is often adjacent to the road right-of-way. In staff's opinion, the setback as shown on the site plan (60 ft to the fencing and 80 ft to the building) is appropriate for the utility use.

D. Findings

Per Section 12-319A-5 of the Zoning Regulations, staff shall first find that the following conditions have been met:

(a) That the proposed use is a permitted use in the district in which the property is located;

The subject property is zoned A (Agriculture) District. The proposed use is a utility. Per Section 12-306-2.20 of the Zoning Regulations, *Utilities approved by the County Commission* is a permitted use in the A District. This site plan will be placed on the County Commission agenda for consideration.

(b) That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;

The metering building will be located south of the Berry Plastics Facility between the Berry Plastics property and N 1800 Road right-of-way. The building will be fenced with a 6 ft high solid wood fence and landscaped to screen it from the view of the adjacent right-of-way and adjacent properties. No exterior lighting is proposed on the plan. If exterior lighting is to be utilized, it will be necessary to revise the site plan to include the type and location of lighting.

(c) That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;

Temporary ingress/egress for construction is proposed from the existing Berry Plastics access on N 1800 Road. Direct access is proposed on N 1800 Road utilizing the drive which serves the AT&T equipment. This is the preferred location for a drive onto N 1800 Road. This drive is located within an AT&T easement. AT&T indicated that it would be necessary for Southern Star to contact them to discuss the shared use of their easement. To facilitate construction of this project, staff recommends the approval of the site plan with the temporary construction access subject to the condition that Southern Star will coordinate the direct access on N 1800 Road with AT&T and the County Engineer. County Engineer's approval of the direct access to N 1800 Road is required before an access permit may be issued.

The applicant indicated that maintenance vehicles will be able to turn around within the fenced area so the can enter N 1800 Road head first.

(d) That the site plan provides for the safe movement of pedestrians within the site;
As this is a private utility installation; no pedestrian activity is expected.

(e) That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking, or accessways shall be landscaped with a mixture of grass, trees and shrubs;

The project proposes clusters of shrubs in various locations around the fenced area.

(f) That all outdoor trash storage areas are screened;
No outdoor trash storage facilities are associated with this project.

E. CONCLUSION

This proposal is for the construction of a gas metering facility south of the Berry Plastics warehouse on N 1800 Road. The gas service area switches from Southern Star to Atmos Energy in this location. An approximately 6000 sq ft fenced area will be installed to house the metering facility. A 6 ft, solid wood fence will screen the facility, so the design of the meter building and facility is not being reviewed with this site plan.

The proposed request is consistent with the regulations in the Douglas County Zoning Regulations.

F. RECOMMENDATION

Staff recommends that SP-12-00124, a site plan for a Southern Star/Atmos Energy metering facility, be approved subject to the following conditions:

1. Construction of the facility may commence, pending issuance of a building permit, using the temporary construction access shown on the site plan. County Engineer approval of the direct access on to N 1800 Road is required before an access permit may be issued for the proposed facility.
2. Provision of traffic circulation plan which shows that maintenance vehicles are able to turn around on site and enter N 1800 Road head first.
3. If exterior lighting is proposed, it will be necessary to revise the site plan to note the type and location of lighting.

SOUTHERN STAR[®]

CENTRAL GAS PIPELINE

ATMOS WEST LAWRENCE INTERCONNECT # 16988

16" LINE "EK" STA. 512+96 / 3" LINE "EK-011" STA. 0+00

PIPELINE CONSTRUCTION DRAWINGS

SE/4 SEC. 14, T12S, R18E

DOUGLAS COUNTY, KANSAS

CONSTRUCTION SET

SSCGP P.I.N. C52510

07/23/2012

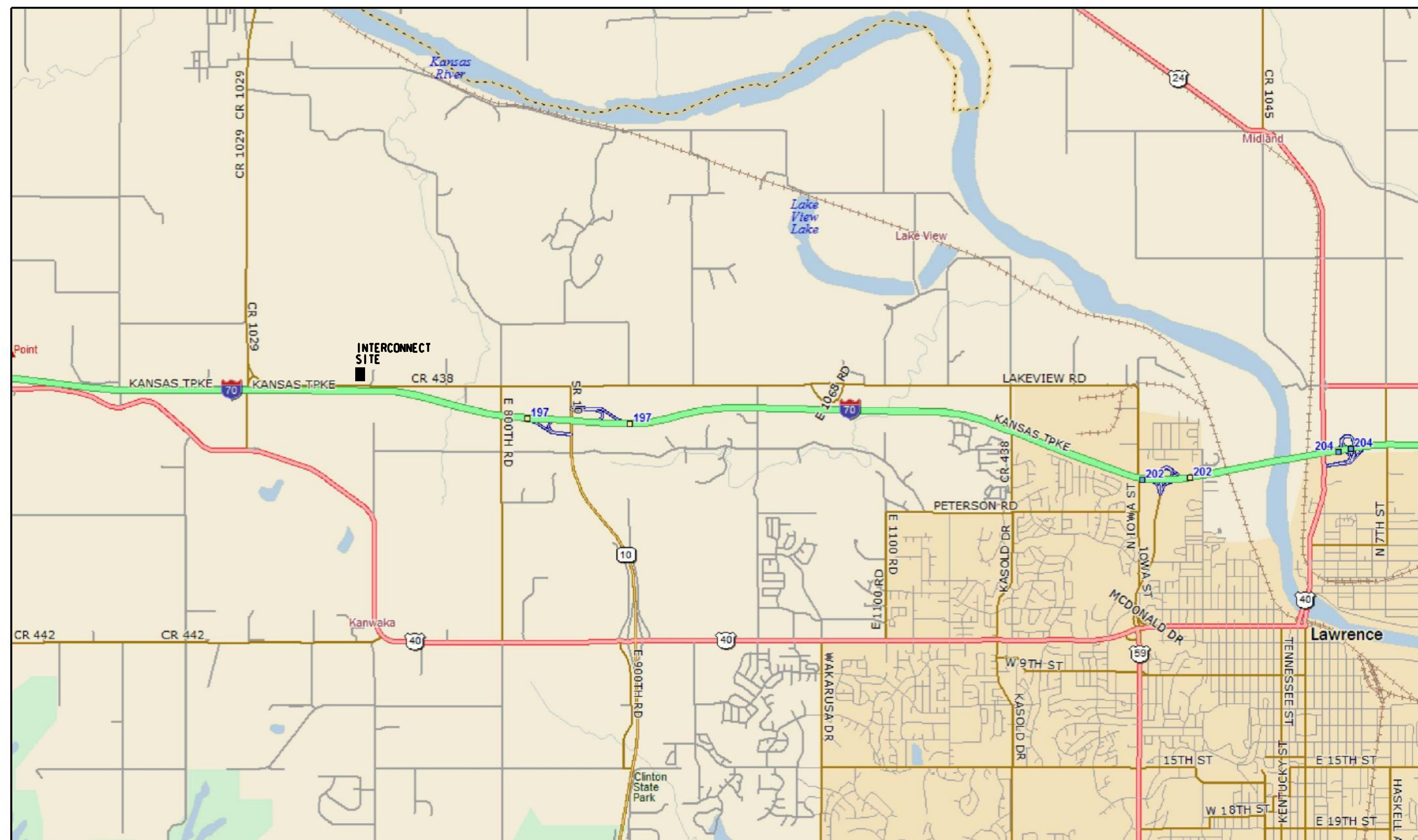
NOT APPROVED

CONSTRUCTION NOTES:

- ALL WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR, INCLUDING TASKS THAT AFFECT THE OPERATIONS OR INTEGRITY OF THE PIPELINE (COVERED TASKS) PER THE DEFINITIONS SET FORTH IN DOT REGULATIONS 49 CFR PARTS 192 OR 195 (OPERATOR QUALIFICATIONS REQUIREMENTS), MUST BE PERFORMED OR SUPERVISED BY QUALIFIED INDIVIDUALS AS DEFINED IN SUCH DD REQUIREMENTS. CONTRACTOR AGREES TO FURNISH COMPANY REPRESENTATIVE WITH ALL DD DOCUMENTATION PRIOR TO START OF WORK.
- ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL COMPANY STANDARDS AND SHALL CONFORM TO ANSI B31.8 (FOR GAS) LATEST EDITION.
- THE EXCAVATIONS FOR THIS PROJECT SHALL BE CARRIED OUT IN ACCORDANCE WITH O.S.H.A. REGULATIONS. PROVISIONS FOR WORKER PROTECTION WITHIN EXCAVATIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR TO EXCAVATE AND RESTORE DISTURBED AREAS TO ORIGINAL CONDITIONS, INCLUDING TOPSOIL CONSERVATION, DOUBLE DITCHING PROVISIONS, ETC. SEE BID DOCUMENTS/CONTRACT DOCUMENTS FOR PROJECT-SPECIFIC REQUIREMENTS.
- REMOVAL, RELOCATION, OR REPAIR OF FIELD TILE SHALL BE PERFORMED BY CONTRACTOR.
- CONTRACTOR SHALL INSTALL CATHODIC PROTECTION TEST STATIONS AT LOCATIONS SHOWN OR AS DIRECTED BY COMPANY REPRESENTATIVE.
- THE EXISTING PIPELINE WILL BE MARKED BY COMPANY. VEHICLE AND EQUIPMENT CROSSINGS OF THE PIPELINE SHALL BE KEPT TO A MINIMUM AND SHALL ONLY BE IN THE DESIGNATED AREAS(S).
- MINIMUM DEPTH OF PIPE COVER IS 4 FEET, UNLESS OTHERWISE NOTED.
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY FABRICATION.
- CONTRACTOR TO EXPOSE EXISTING LINE(S) AS REQUIRED FOR TIE-IN OR FIELD BEND(S) FOR FINAL ALIGNMENT.
- CONTRACTOR TO BACK BEVEL PIPE FOR BUTT WELDING AS NECESSARY.
- CONTRACTOR TO INSTALL NEW BOLTS, NUTS, AND GASKETS, AND PERFORM FLANGE MAKEUPS PER COMPANY AND INDUSTRY STANDARDS.
- AVAILABLE PIPELINE DATA INDICATES EXISTING PIPE MAY BE COATED WITH COAL TAR COATING. CONTRACTOR TO FIELD VERIFY COATING ON EXISTING PIPE AND INSTALL CORRESPONDING TIE-IN GIRTH WELD COATING PER COMPANY STANDARD. CONTRACTOR SHALL ASSUME ALL COAL TAR COATING TO BE ASBESTOS-CONTAINING AND TREAT PER COMPANY STANDARD.
- CONTRACTOR SHALL MAINTAIN, ON SITE, A SPILL CLEAN UP KIT IN THE EVENT OF A CONTAMINANT RELEASE FROM THE EQUIPMENT.
- CONTRACTOR TO FURNISH WELDER NAMES FOR VERIFICATION OF QUALIFICATIONS BY COMPANY, OR WELDERS SHALL BE TESTED, PRIOR TO CONSTRUCTION. WELDER TESTING/QUALIFICATIONS SHALL BE PER COMPANY STANDARDS.

CONCRETE NOTES:

- CHAMFER ALL EXPOSED EDGES $\frac{3}{4}$ " AND CARRY DOWN TO 3" BELOW GRADE.
- EXTEND ALL FOUNDATIONS TO A FIRM BEARING.
- ANCHOR BOLT SLEEVES TO BE COMPLETELY FILLED WITH FLOWABLE GROUT.
- CHECK EQUIPMENT ON SITE TO VERIFY ANCHOR BOLT LAYOUT PRIOR TO POURING CONCRETE.



HYDRO-TEST NOTES:

- POST TEST: 8 HOUR / 1080 PSI MIN TEST

GENERAL MAPPING NOTES:

- INFORMATION CONTAINED ON THESE DRAWINGS MUST BE CONSIDERED PROJECT SPECIFIC AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
- INFORMATION PERTAINING TO NEW ROADWAYS, EXISTING LINE LOCATIONS, RIGHT-OF-WAY BOUNDARIES, AND ALL ELEVATION DATA MUST BE CONSIDERED AS APPROXIMATE ONLY.
- CONTRACTOR MUST FIELD-VERIFY ALL INFORMATION SHOWN PRIOR TO CONSTRUCTION.
- COMPANY TO FURNISH SUBCONTRACTOR TO PERFORM NON-DESTRUCTIVE TESTING OF ALL WELDS, PER COMPANY STANDARDS.
- CONTRACTOR TO FURNISH AND MAINTAIN SAFETY AND SECURITY MEASURES AS NECESSARY TO ENSURE PUBLIC SAFETY.

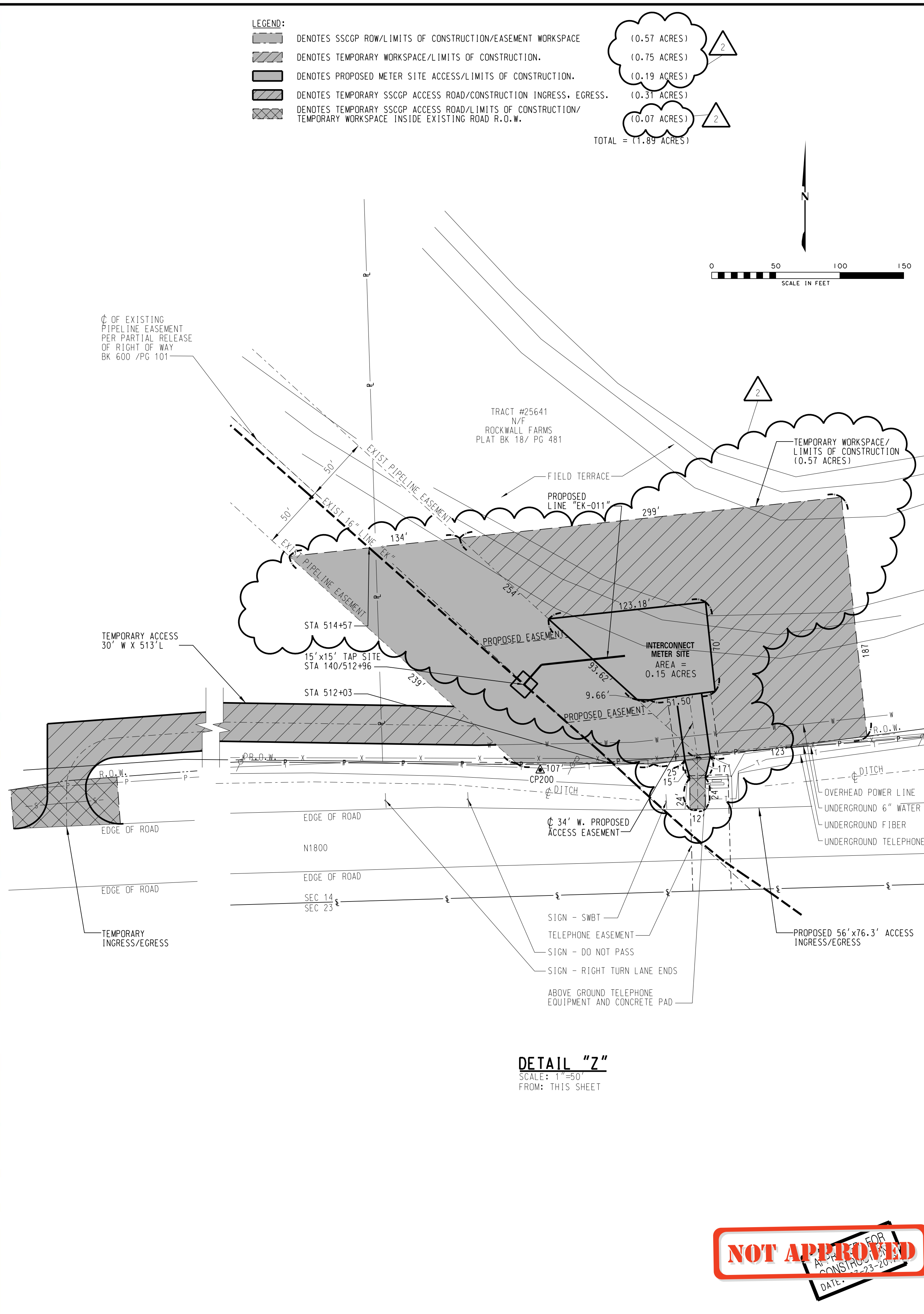
STEEL NOTES:

- ALL STRUCTURAL STEEL TO CONFORM TO THE CURRENT A.S.T.M. SPECIFICATION A-36.
- ALL BOLTED CONNECTIONS TO BE MADE WITH STRUCTURAL BOLTS CONFORMING TO A.S.T.M. SPECIFICATION A-325.
- ALL HOLES TO BE DRILLED OR PUNCHED.
- ALL STRUCTURAL WELDS TO BE FULL PENETRATION, ALL SEAL WELDS TO BE $\frac{3}{16}$ " MIN.

UTILITY NOTES:

- THE LOCATIONS OF BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE, ARE SHOWN FOR CONTRACTOR INFORMATIONAL USE ONLY, AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE COMPANY, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE.
- BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, MARKING, AND PROTECTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- ROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND COMPANY. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR MUST CONTACT KANSAS ONE-CALL 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. PHONE NUMBER 1-800-344-7233.

APPROVED FOR
CONSTRUCTION
DATE: 07-23-2012



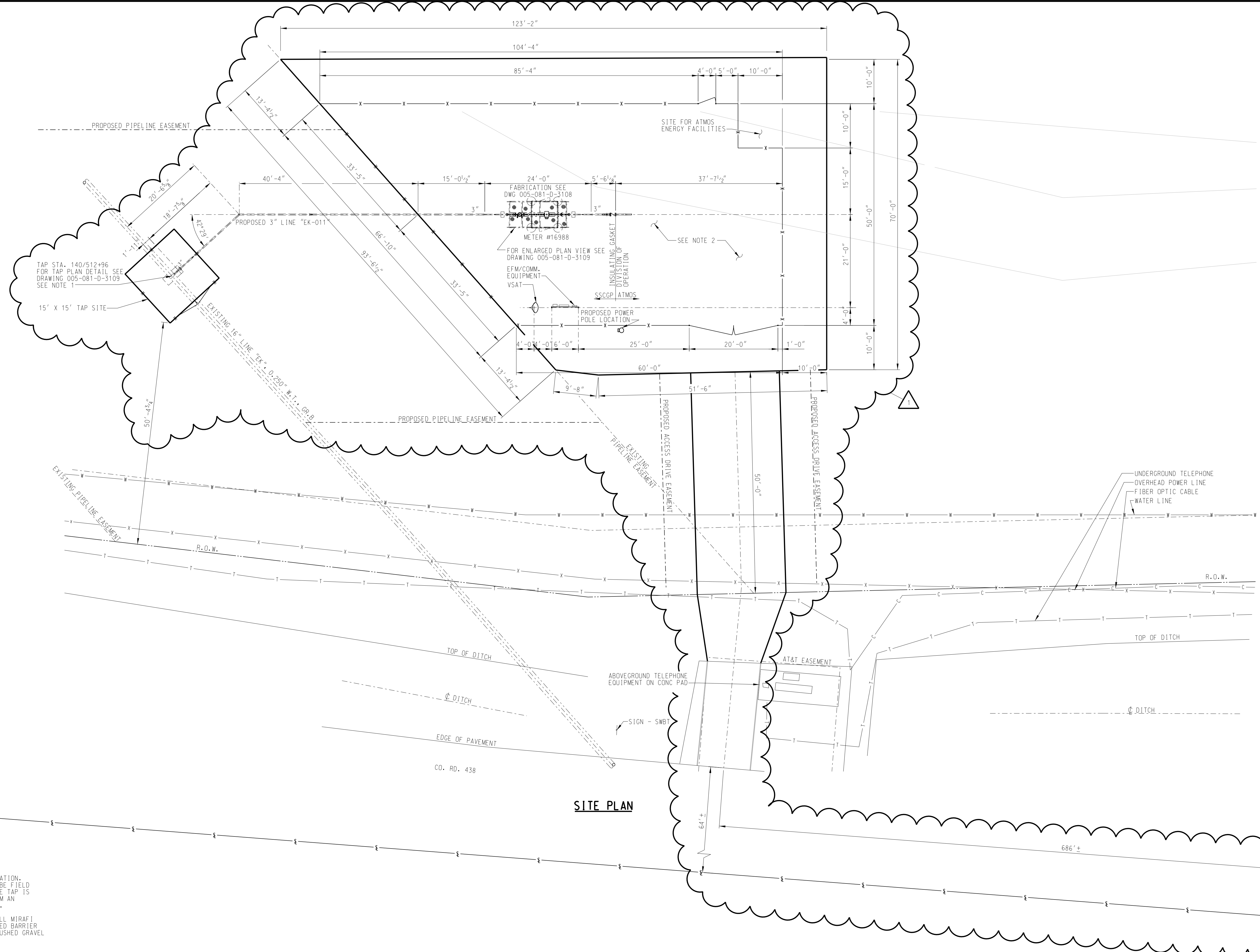
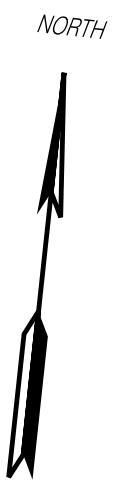
LEGEND:

[Hatched Pattern]	DENOTES SSSCP ROW/LIMITS OF CONSTRUCTION/EASEMENT WORKSPACE	(0.57 ACRES)
[Diagonal Hatched Pattern]	DENOTES TEMPORARY WORKSPACE/LIMITS OF CONSTRUCTION.	(0.75 ACRES)
[Solid Grey]	DENOTES PROPOSED METER SITE ACCESS/LIMITS OF CONSTRUCTION.	(0.19 ACRES)
[Cross-hatched Pattern]	DENOTES TEMPORARY SSSCP ACCESS ROAD/CONSTRUCTION INGRESS, EGRESS.	(0.31 ACRES)
[Dotted Pattern]	DENOTES TEMPORARY SSSCP ACCESS ROAD/LIMITS OF CONSTRUCTION/TEMPORARY WORKSPACE INSIDE EXISTING ROAD R.O.W.	(0.07 ACRES)
	TOTAL = 11.89 ACRES	

DETAIL "Z"
SCALE: 1"=50'
FROM: THIS SHEET

NOT APPROVED
DATE: _____

COORDINATE SYSTEM FIELD BOOK: 2509 PAGE: 92 SYSTEM: NAD83/NAVOD88 ZONE: KS-NORTH		REFERENCE DRAWINGS DRAWING NUMBER: DOT.EK.004 DRAWING NAME: DOT SHEET		REVISIONS			REVISIONS				16" LINE EK" STA. 512+96/ 3" LINE "EK-011" STA. 0+00 ATMOS WEST LAWRENCE INTERCONNECT #16988 CONSTRUCTION WORKSPACE PLAN SE/4 SEC. 14, T12S, R18E DOUGLAS COUNTY, KANSAS	
CP #: 200 N: 253814.4084 E: 2058895.0046 ELEV: 1036.778		NO.	DATE	BY	DESCRIPTION	P. I. N.	CHK.	APP.	DRAWN BY: FGI CHECKED BY: ZAC APPROVED BY: DME		DATE: 06-19-2012 DATE: 06-19-2012 DATE: 06-19-2012	SCALE: 1" = 200' DRAWING NUMBER: KDO-110
CP #: 201 N: 256465.3025 E: 2058807.6654 ELEV: 1041.121		0	06-19-12	FGI	PROPOSED FOR 2012 CONSTRUCTION	C52510	ZAC	DME				
CP #: 202 N: 253734.8828 E: 2056248.2596 ELEV: 1078.399		1	07-23-12	FGI	EXPANDED METER AND TAP SITE	C52510	ZAC	DME				



SITE PLAN

NOT APPROVED
 APP. CONSTRUCTION
 DATE: 07-23-2012

- NOTES:**
- APPROXIMATE TAP LOCATION. ACTUAL LOCATION TO BE FIELD DETERMINED TO ENSURE TAP IS A MINIMUM OF 5' FROM AN EXISTING GIRTH WELD.
 - CONTRACTOR TO INSTALL MIRAFI (OR EQUIVALENT) WEED BARRIER FABRIC AND 4" OF CRUSHED GRAVEL ON ENTIRE SITE.

SE-CORNER SEC 14, T12S, R18E
 FOUND 2" ALUM CAP

CODE REQUIREMENTS			
DESIGN FACTOR	0.50	X-RAY	YES
DESIGN PRESSURE	720	TEMPERATURE	100°
TEST PRESSURE	1080	DURATION	8 HRS.
M.A.D.P.	375	ASME SEC. VIII	NO
PART 192	YES	STRESS RELIEVE	NO

REFERENCE DRAWINGS	
DRAWING NUMBER	DRAWING NAME
KD0-110	CONSTRUCTION WORKSPACE PLAN
005-002-D-0276	DRAWING INDEX
005-081-D-3108	2" ANSI 300 ROTARY METER
005-081-D-3109	ENLARGED PLAN & ELEVATION

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	07-23-12	FG1	PROPOSED 2012 CONSTRUCTION
1	08-09-12	FG1	REVISED SITE LAYOUT AND ENTRANCE

P. I. N.	CHK.	APP.
C52510	ZAC	DME
C52510	ZAC	



16" LINE "EK" STA. 512+96 / 3" LINE "EK-011" STA. 0+00		
ATMOS WEST LAWRENCE INTERCONNECT #16988		
SITE LAYOUT		
SE/4 SEC. 14, T12S, R18E		
DOUGLAS COUNTY, KANSAS		
DRAWN BY: FG1	DATE: 07-23-2012	SCALE: 3/32" = 1'-0"
CHECKED BY: ZAC	DATE: 07-23-2012	DRAWING NUMBER: 005-094-D-0324
APPROVED BY: DME	DATE: 07-26-2012	

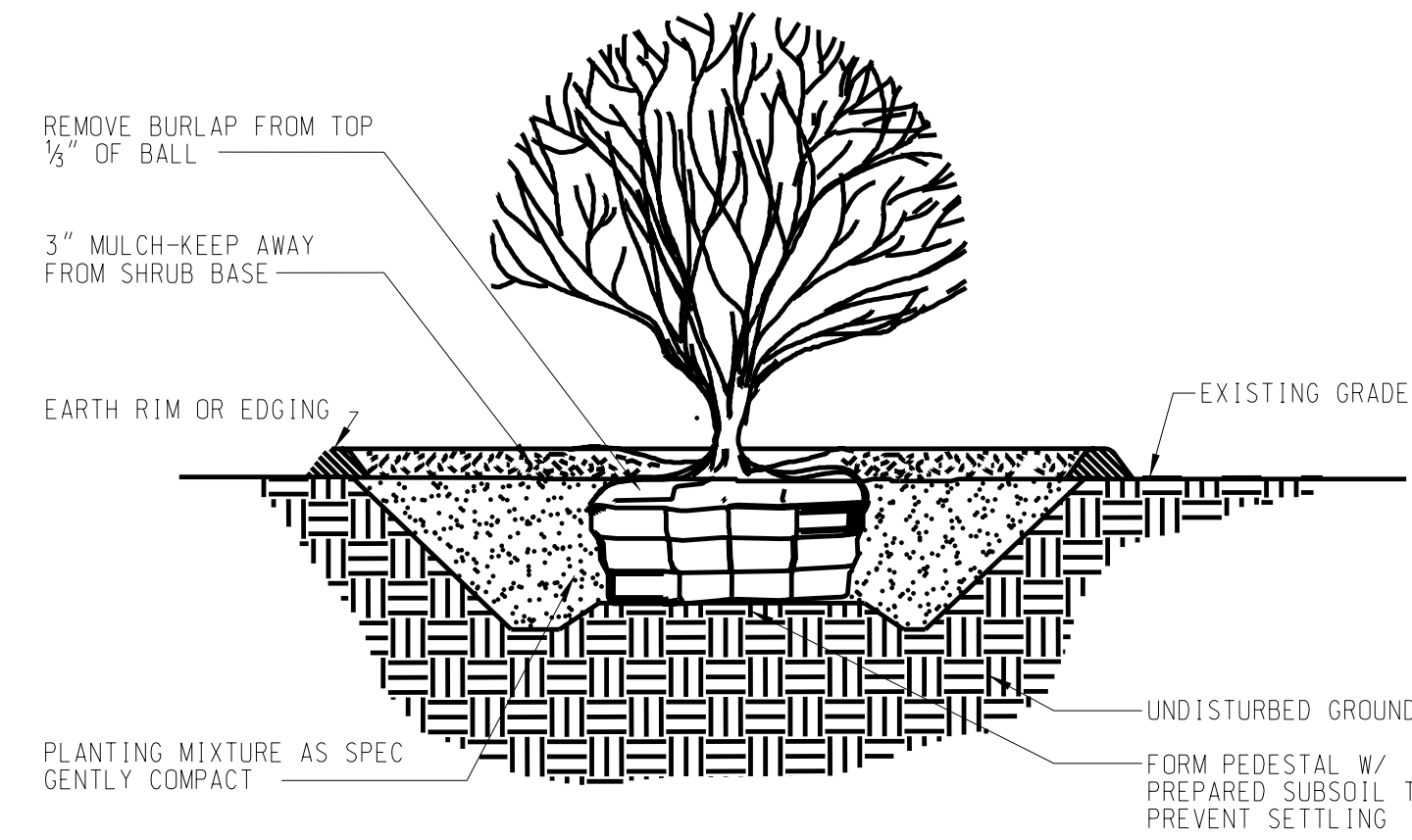
PLANTING GENERAL NOTES

- GENERAL:**
- (SITE CONDITIONS) - THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND ACTUAL FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH WORK.
 - (DETAILS) - ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSIDERED TO APPLY TO SIMILAR CONDITIONS ELSEWHERE.
 - (WARRANTY/REPLACEMENTS) - PROVIDE A ONE YEAR WRITTEN WARRANTY ON ALL PLANT MATERIAL. WARRANTY INCLUDES REPLACING ANY PLANT WHICH IS 25% OR MORE DEAD, DISEASED, OR DISFIGURED ONCE DURING THE WARRANTY PERIOD. PLANTS THAT ARE IDENTIFIED AS BEING REPLACED SHALL BE REMOVED IMMEDIATELY FROM THE SITE BY THE CONTRACTOR. REPLACEMENT PLANTS SHALL BE INSTALLED AS SOON AS THEY ARE AVAILABLE, PROVIDED THE WEATHER AND SEASON ARE CORRECT FOR INSTALLATION. UPON NOTICE TO REPLACE PLANT MATERIAL THE CONTRACTOR SHALL PROVIDE THE OWNER A SCHEDULE FOR THE REPLACEMENTS TO TAKE PLACE. SHOULD THE CONTRACTOR FAIL TO REMOVE AND REPLACE THE PLANT MATERIAL PER THAT SCHEDULE THE OWNER RESERVES THE RIGHT TO USE FUNDS BEING HELD TO OBTAIN THE SERVICES OF ANOTHER CONTRACTOR AND HAVE THE WORK COMPLETED.
 - (DISCREPANCIES) - IF THERE ARE DISCREPANCIES BETWEEN PLANT QUANTITIES ON THE PLANS AND THE PLANT SCHEDULE USE THE QUANTITIES FROM THE PLAN. ALL QUANTITIES ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO BUILD WHAT IS SHOWN ON THE PLANS IF THERE ARE ANY DISCREPANCIES IN THE LABELING.
 - (LAYOUT) - SCALE FROM THE DRAWING AND STAKE THE LOCATIONS OF ALL SPADE EDGING, SHADE TREES, AND EVERGREEN TREE AND RECEIVE OWNER APPROVAL PRIOR TO INSTALLATION.

- PLANT MATERIAL:**
- (SUBSTITUTIONS) - PLANT SUBSTITUTIONS WILL NOT BE ACCEPTABLE UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
 - (LAYOUT/SPACING) - PLANT SPACING WILL BE SCALED ON PLAN UNLESS NOTED OTHERWISE.
 - (BED FINISHING) - SPREAD PRE-EMERGENCE HERBICIDE AND THREE INCHES OF SHREDDED HARDWOOD MULCH IN ALL PLANTING BEDS.
 - (PLANTING MIX) - FOR BIDDING PURPOSES ONLY, PLANTING MIX FOR ALL TREE PITS SHALL BE FORMED BY THOROUGHLY MIXING PIT EXCAVATIONS AND COMPOST (pH OF 5.5 TO 7.0) AT A 3:1 RATIO AND PLACING INTO EXCAVATED PIT AS SHOWN IN LANDSCAPE DETAILS. FORM PLANTING MIX IN PLANTING BEDS BY SPREADING 12" OF TOPSOIL AND 2" OF COMPOST AND ROTOTILLING THOROUGHLY. FINAL RATIOS OF COMPOST TO TOPSOIL WILL BE DETERMINED BY SOIL ANALYSIS REPORTS.
 - (PLANT QUALITY) - ALL PLANTS SHALL BE NORMAL HEALTH, HEIGHT, LEAF DENSITY, AND SPREAD AS DEFINED BY THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 LATEST AVAILABLE EDITION, OR THE AMERICAN ASSOCIATION OF NURSERYMEN.
 - (EDGING) - ALL PLANT BEDS ABUTTING LAWN AREAS ARE TO BE SEPARATED BY SPADE CUT EDGING.
 - (PLANT SIZES) - THE SIZES INDICATED IN THE PLANT SCHEDULE ARE THE MINIMUM REQUIRED AT THE TIME OF PLANTING.

- SITE:**
- (SITE CONDITIONS) - THE CONTRACTOR SHALL FAMILIARIZE HIM OR HERSELF WITH THE SCOPE OF WORK, SOIL, LOCATION OF UTILITIES, AND WATER CONDITIONS BEFORE PROCEEDING WITH THE WORK.

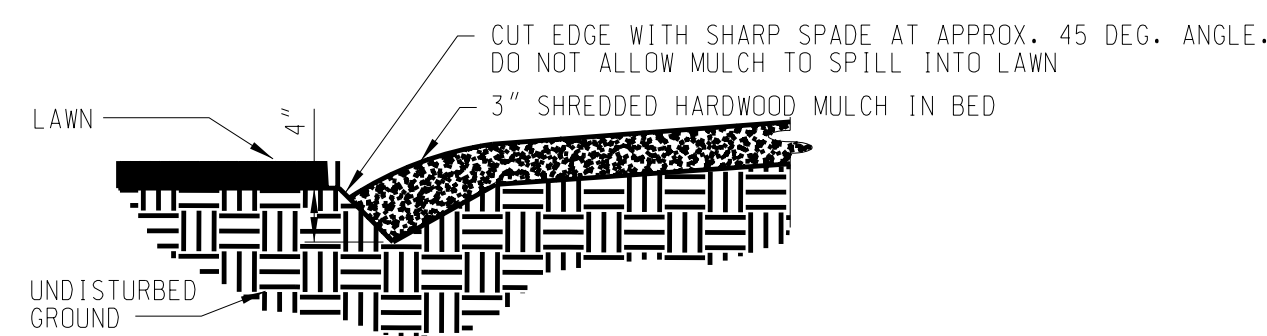
- MAINTENANCE:**
- (PLANT MATERIAL) - MAINTAIN ALL PLANT MATERIAL PER SPECIFICATIONS. THIS INCLUDES THE 60 DAY MAINTENANCE PERIOD AFTER THE DATE OF SUBSTANTIAL COMPLETION. UPON RECEIVING SUBSTANTIAL COMPLETION OF THE WORK THE CONTRACTOR SHALL PREPARE A WRITTEN MAINTENANCE SCHEDULE FOR THE NEXT 60 DAYS AND REVIEW IT WITH THE OWNER. SHOULD THE CONTRACTOR FAIL TO PROVIDE THIS SCHEDULE OR PERFORM THE MAINTENANCE OF THE PLANT MATERIAL THE OWNER RESERVES THE RIGHT TO USE FUNDS BEING HELD TO OBTAIN THE SERVICES OF ANOTHER CONTRACTOR AND HAVE THE WORK COMPLETED. SAID 60 DAY MAINTENANCE PERIOD DOES NOT OPERATE DURING TIMES OF YEAR WHEN PLANT LIFE IS DORMANT THEREFORE NOT ESTABLISHING. IF MAINTENANCE PERIOD IS INTERRUPTED BY WINTER CONDITIONS, THE REMAINDER OF THE 60 DAYS SHALL RESUME THE FOLLOWING SPRING WHEN PLANTS AND LAWNS HAVE COME OUT OF DORMANCY.



NOTE:

- SHRUB SHALL BE PLANTED SO ROOT FLARE IS 1" ABOVE ADJACENT FINISH GRADE.

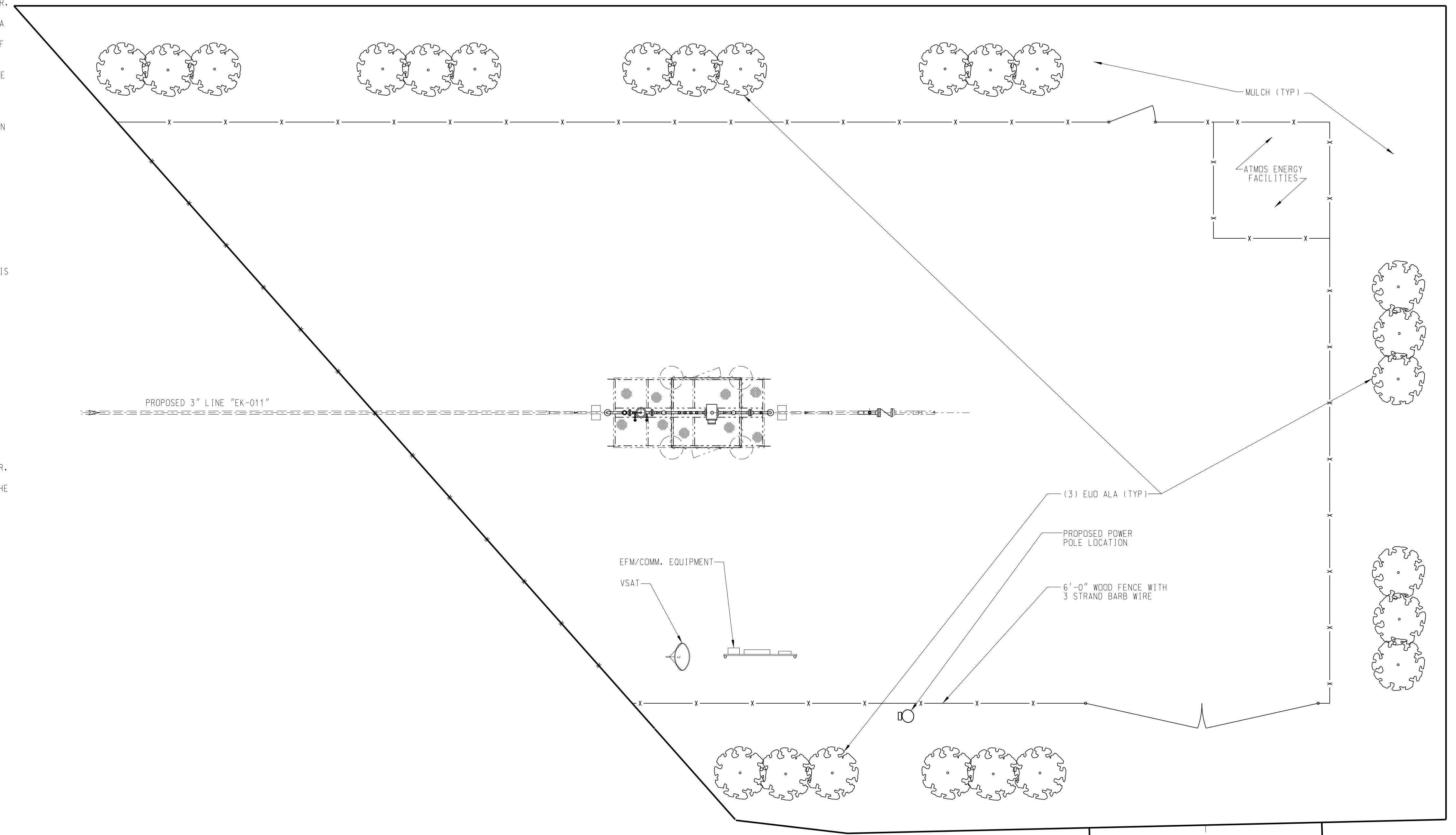
SHRUB PLANTING DETAIL



SPADE EDGING DETAIL

PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
EUO ALA	24	Euonymus alatus 'compactus'	Compact Burning Bush	3 gal	
MULCH	QTY				
HARDWOOD MULCH	35 CY				



SITE LANDSCAPING PLAN

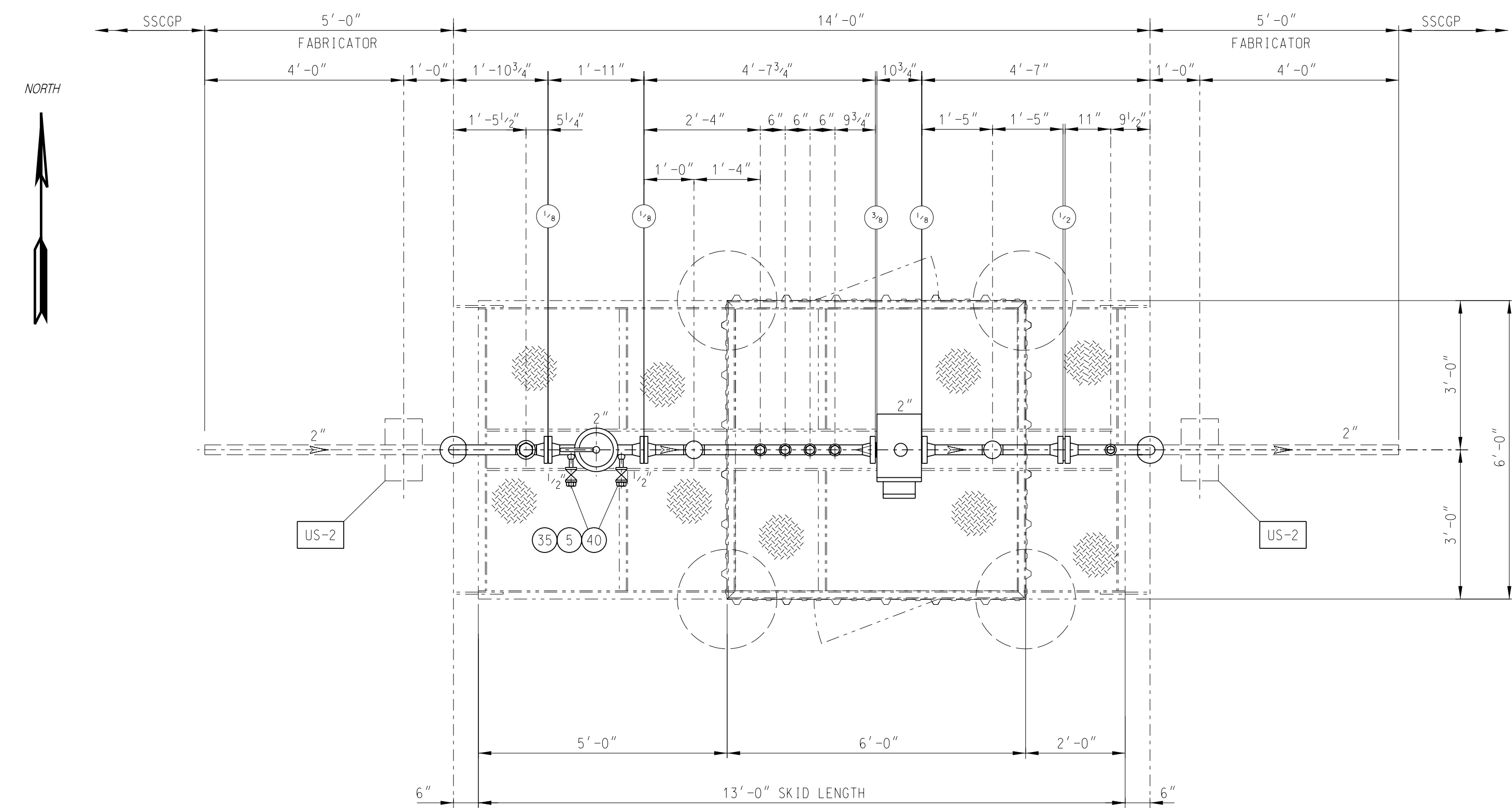
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REFERENCE DRAWINGS		REVISIONS						
DRAWING NUMBER	DRAWING NAME	NO.	DATE	BY	DESCRIPTION	P. I. N.	CHK.	APP.
KDO-110	CONSTRUCTION WORKSPACE PLAN	0	08-09-12	FG1	PROPOSED 2012 CONSTRUCTION	C52510	ZAC	
005-002-D-0276	DRAWING INDEX							
005-094-D-0324	SITE LAYOUT							



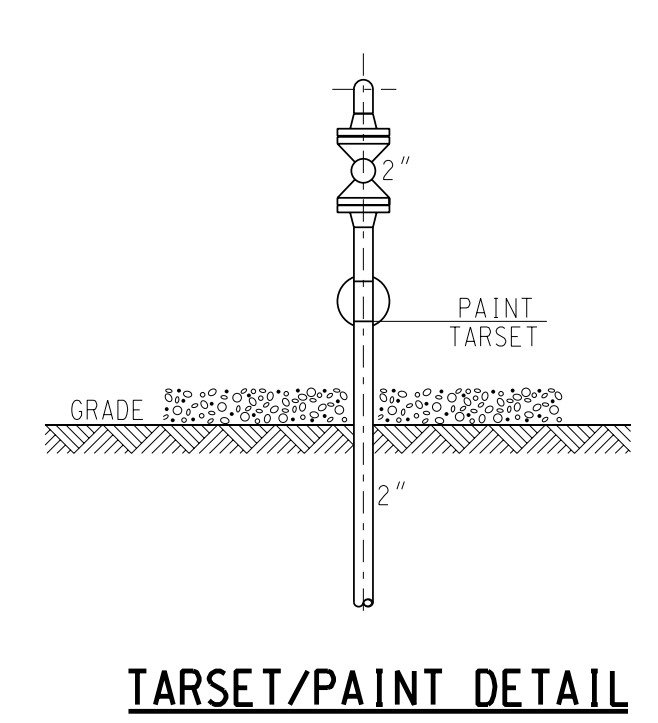
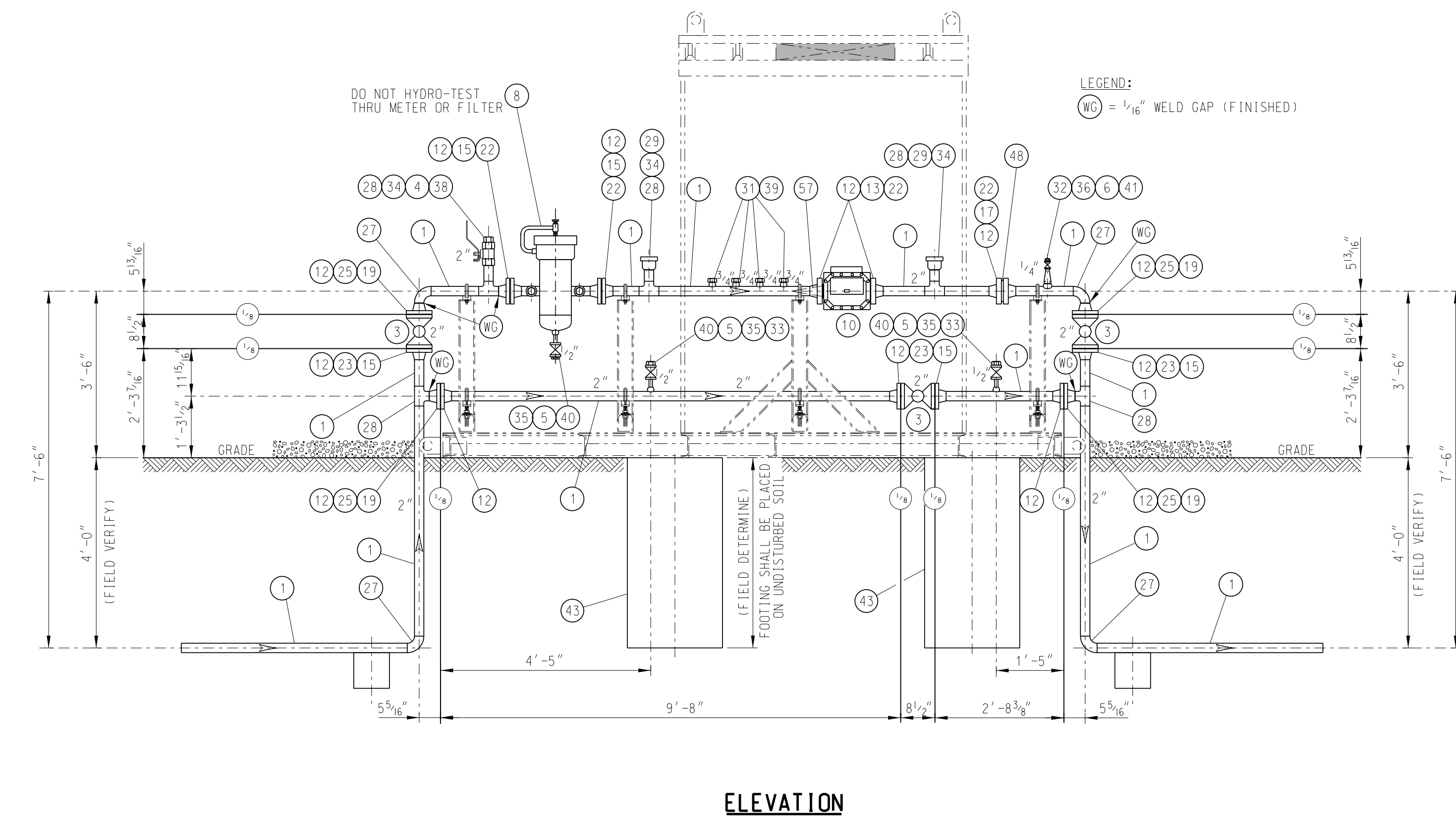
**16" LINE "EK" STA. 512+96/3" LINE "EK-011" STA. 0+00
ATMOS WEST LAWRENCE INTERCONNECT #16988
LANDSCAPE PLAN
SE/4 SEC. 14, T12S, R18E
DOUGLAS COUNTY, KANSAS**

DRAWN BY: FG1	DATE: 08-09-2012	SCALE: 3/16" = 1'-0"
CHECKED BY: ZAC	DATE: 08-09-2012	DRAWING NUMBER: 005-094-D-0334
APPROVED BY:	DATE:	DATE:



MATERIAL SUBSTITUTION GUIDE:

1. FLOATING BALL VALVES CAN BE REPLACED WITH TRUNNION BALL VALVES.
2. REDUCED PORT VALVES CAN BE REPLACED WITH FULL PORT VALVES.
3. FOR ANY SUBSTITUTION, AFFECTED DIMENSIONS NEED TO BE VERIFIED AND SSCGP DESIGN ENGINEER NOTIFIED OF CHANGE.



BILL OF MATERIAL

NO.	REVISION	DESCRIPTION
1		PIPE, 2" NOM., .218" W.T., SCH. 80, A53, GR. B SMLS
3	3	VALVE, BALL, 2" ANSI 300, RFFE, KF SERIES "F" PART NO. Q2301-11911 (OR EQUAL)
4	1	VALVE, BALL, 2" - 2000# W.O.G., C.S., SCR'D., KF SERIES NO. "C" PART NO. 1502-11911 (OR EQUAL)
5	1	VALVE, BALL, 1/2" - 2000# W.O.G., C.S., SCR'D., KF SERIES "M" PART NO. 05002-111 (OR EQUAL)
6	1	VALVE, BALL, 1/2" - 2000# W.O.G., C.S., SCR'D., KF SERIES "M" PART NO. 05000-111 (OR EQUAL)
8	1	FILTER, DRY GAS, 2", ANSI 300, w/ PECD ELEMENT - PIPING EQUIPMENT INC.
10	1	ROTARY METER, 2" ANSI 300, ROOTS B3-HPC, 1M740
12	16	FLANGE, WNRF, 2", ANSI 300, B16.5, A105, SCH. 80, BORE: 1.93"
13	16	STUD BOLTS, 5/8" x 4" LG., A193, GR. B7, W/1 HEX NUT EACH, A194, GR. 2H (2" ANSI 300 RF) TEFLON COATED "BLUE", W/ SS FLAT WASHER
15	48	STUD BOLTS, 5/8" x 4 1/2" LG., A193, GR. B7, W/2 HEX NUTS EACH, A194, GR. 2H (2" ANSI 300 RF) TEFLON COATED "BLUE"
17	8	STUD BOLTS, 5/8" x 4 1/2" LG., A193, GR. B7, W/2 HEX NUTS EACH, A194, GR. 2H (2" ANSI 300 RF) TEFLON COATED "BLUE"
19	32	INSULATING KIT STUD BOLTS, 5/8" x 4 3/4" LG., A193, GR. B7, W/2 HEX NUTS EACH, A194, GR. 2H (2" ANSI 300 RF) TEFLON COATED "BLUE"
22	6	GASKET, SPIRAL WOUND, W/INNER RING, 2.19"x4 3/8", ANSI B16.5, GP.1B (2" ANSI 300 RF)
23	4	GASKET, SPIRAL WOUND, 2 3/4" x 4 3/8" ANSI B16.5 GP.1B (2" ANSI 300 RF)
25	4	INSULATING KIT, 2", ANSI 300
27	4	ELL, WELD, 2" 90° L.R., .218" W.T., SCH. 80, A234 WPB
28	5	TEE, WELD, 2" x 2" x 2", .218" W.T., SCH. 80, A234 WPB
29	2	CAP, SCR'D., 2", 2000# F.S., ASTM A105
31	4	THREDOLET, 3/4" ON A 2", 3000# F.S., ASTM A105
32	1	THREDOLET, 1" ON A 2", 3000# F.S., ASTM A105
33	2	THREDOLET, 1/2" ON A 2", 3000# F.S., ASTM A105
34	3	NIPPLE, 2" x 3" LONG, T.O.E. x B.O.E., SCH. 80, A106, GR. B
35	5	NIPPLE, 1/2" x 3" LONG, T.B.E., SCH. 80, A106, GR. B
36	1	SWAGE, CONC., 1" x 1/4", SCH. 80, (B.L.E. x T.S.E.), A106, WPB, SMLS
38	1	PLUG, SCR'D., 2", HEX HEAD, 3000# F.S., ASTM A105
39	4	PLUG, SCR'D., 3/4", HEX HEAD, 3000# F.S., ASTM A105
40	5	PLUG, SCR'D., 1/2", HEX HEAD, 3000# F.S., ASTM A105
41	1	PLUG, SCR'D., 1/4", HEX HEAD, 3000# F.S., ASTM A105
43	4	SONOTUBE OR EQUAL (FIBER CONCRETE REQUIRED)
US-2	2	UNDERGROUND SUPPORT, 2" (SEE US-2 ON DRAWING STD-CS-2-6) PROTECTION WITH ROCKSHIELD OR EQUAL
48	1	RESTRICTOR PLATE, 2", 1/2" THICK, 4 3/8" DIA., DRESSER ROOTS #010847-040, WITH 0.277" DRIFICE (OR EQUAL) (FOR 1M ROOTS METER)
57	1	2" ANSI 300 R.F., TYPE CWO, 8" LG. 200% OPEN, 14 GA 304SS SUPPORT, 1/8" PERFORATED ON 3/16" CENTERS, 80 x 80 MESH 304SS WIRE CLOTH

NOT APPROVED

APPROVED FOR CONSTRUCTION
DATE: 04-30-12

APPROVED FOR FABRICATION
DATE: 04-30-2012

CODE REQUIREMENTS			
DESIGN FACTOR	0.50	X-RAY	YES
DESIGN PRESSURE	720	TEMPERATURE	100°
TEST PRESSURE	1080	DURATION	4 HRS.
M.A.O.P.	375	ASME SEC. VIII	NO
PART 192	YES	STRESS RELIEVE	NO

REFERENCE DRAWINGS	
DRAWING NUMBER	DRAWING NAME
SKID-RMS-WB-2-720	SKID DETAIL & ASSEMBLY
STD-BLD-6X6	STANDARD 6' x 6' BUILDING DETAILS AND ASSEMBLY
005-094-D-0324	SITE LAYOUT
005-081-D-3109	ENLARGED PLAN & ELEVATION
005-002-D-0276	DRAWING INDEX

REVISIONS		
NO.	DATE	DESCRIPTION
0	04-30-12	PROPOSED 2012 FABRICATION
1	07-23-12	PROPOSED 2012 CONSTRUCTION

P. I. N.	CHK.	APP.
C52510	ZAC	DME
C52510	ZAC	DME

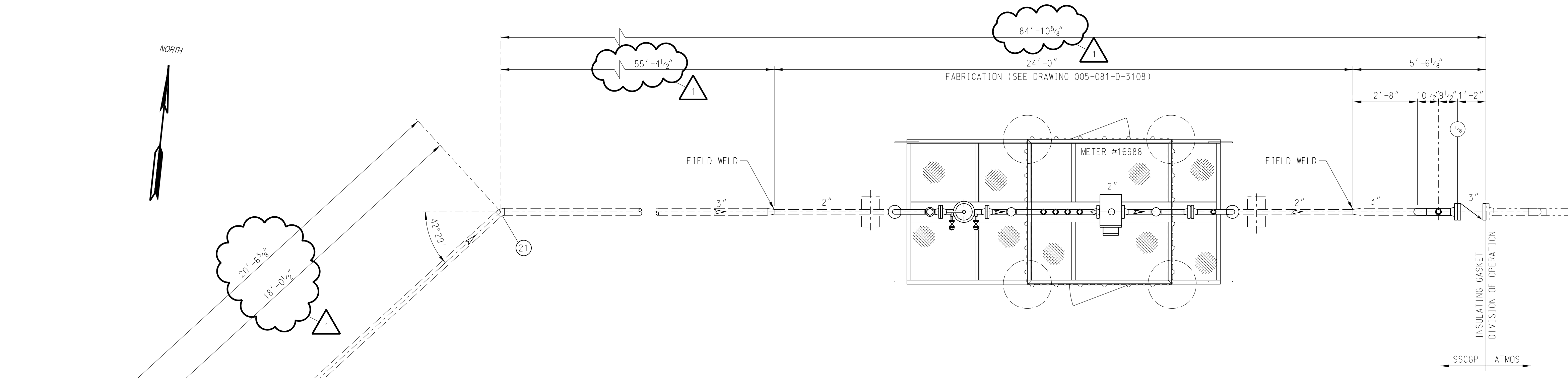


16" LINE "EK" STA. 512+96 / 3" LINE "EK-011" STA. 0+00
ATMOS WEST LAWRENCE INTERCONNECT #16988
3" ANSI 300 ROTARY METER
SE/4 SEC. 29, T12S, R18E
DOUGLAS COUNTY, KANSAS

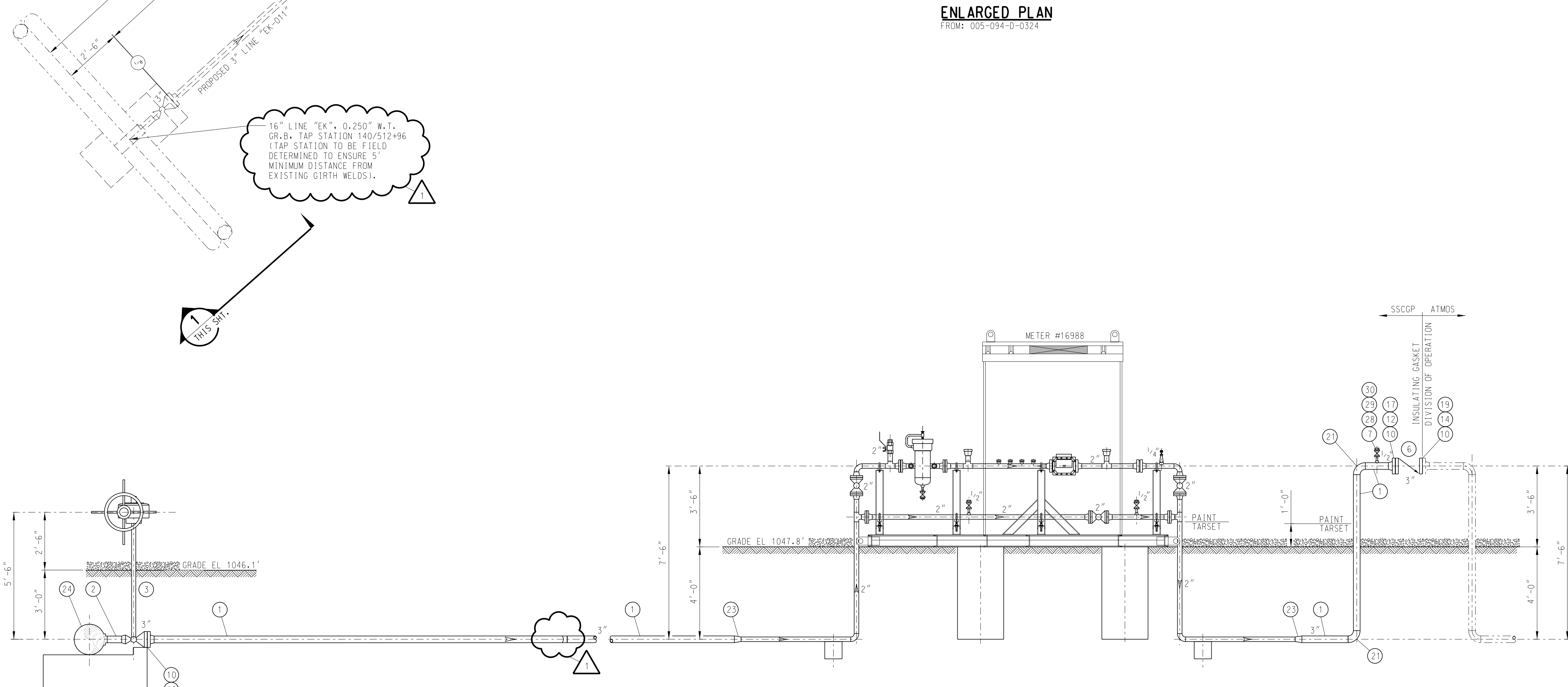
DRAWN BY: FGI	DATE: 04-30-12	SCALE: 1/2" = 1'-0"
CHECKED BY: ZAC	DATE: 04-30-12	DRAWING NUMBER: 005-081-D-3108
APPROVED BY: DME	DATE: 05-04-12	DATE: 05-04-12

BILL OF MATERIAL

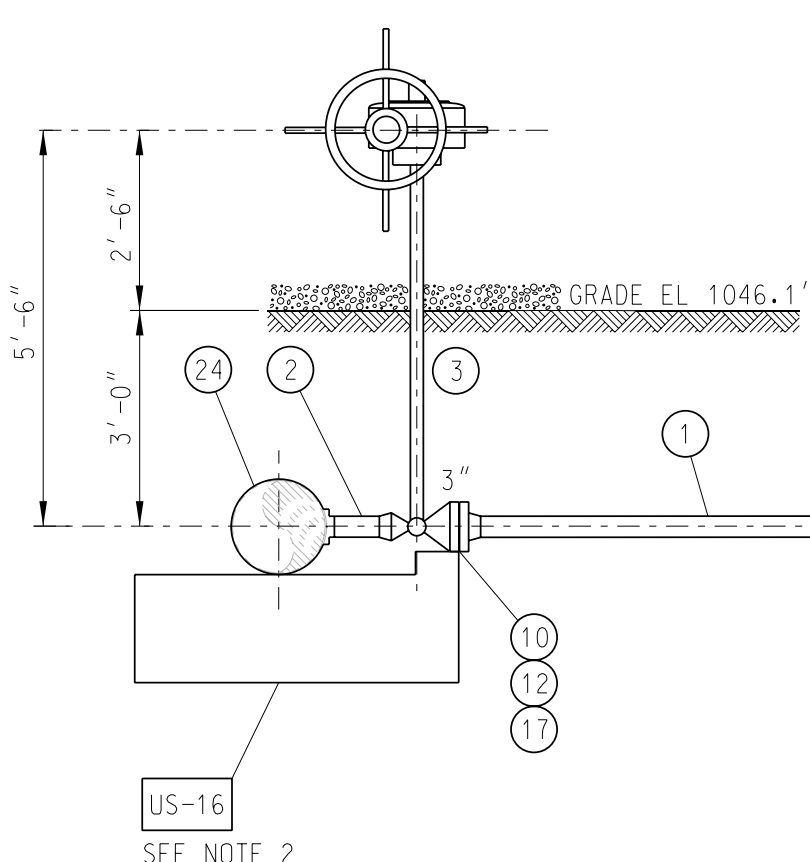
NO.	REVISION	DESCRIPTION
1		90° PIPE, 3 1/2" O.D. x .216" W.T., STD., API5L, GR. B
2		5' PIPE, 3 1/2" O.D. x .216" W.T., STD., API5L, X-42
3		1 VALVE, BALL, 3" ANSI 600, WE X FE, WE HUB TO BE STD W.T. TO BE WELDED TO 3", 0.216" W.T., X-42 PIPE, TRUNNION MOUNTED W/ 6'-6" EXTENSION, CAMERON 800603-2A-1 (OR EQUAL)
6		1 VALVE, CHECK, 3" ANSI 600, RFFE, WHEATLEY FIG. 55 (OR EQUAL)
7		1 VALVE, BALL, 1/2" - 2000# W.O.G., C.S., SCR'D., KF SERIES "W" PART NO. 05002-111 (OR EQUAL)
10		3 FLANGE, WNRF, 3", ANSI 600, B16.5, A105, STD. BORE: 3.068"
12		16 STUD BOLTS, 3/4" x 5 1/2" LG., A193, GR. B7, W/2 HEX NUTS EACH, A194, GR. 2H (3" ANSI 600 RF) TEFLON COATED "BLUE"
14		8 INSULATING KIT STUD BOLTS, 3/4" x 6" LG., A193, GR. B7, W/2 HEX NUTS EACH, A194, GR. 2H (3" ANSI 600 RF) TEFLON COATED "BLUE"
17		2 GASKET, SPIRAL WOUND, 3" NPS, ANSI 600, B16.20, GP-1B, C.S. INNER & OUTER RING, 304 SS WINDING, FLEXIBLE GRAPHITE FILLER, FOR B16.5 RF FLANGE
19		1 INSULATING KIT, 3", ANSI 600
21		3 ELL, WELD, 3", 90° L.R., .216" W.T., STD., A234 WPB
23		2 REDUCER, WELD, CONC., 3" x 2", SCH. 80, A234 WPB
24		1 FULL ENCIRCLEMENT SADDLE, WELD, SPLIT THROUGH BRANCH 3" ON 16", 0.375" W.T., GR. B (TO BE WELDED ON 16", 0.250", GR. B CARRIER PIPE FOR 375 PSIG MAOP IN A CLASS 3 AREA)
28		1 THREADOLET, 1/2" DN A 3", 3000# F.S., ASTM A105
29		1 NIPPLE, 1/2" x 3" LONG, T.B.E., SCH. 80, A106, GR. B
30		1 PLUG, SCR'D., HEX HEAD, 1/2", 3000# W.O.G., F.S., ASTM A105
US-16		1 UNDERGROUND SUPPORT, 2'-0" x 1'-6" THK. x 4'-6" LONG (FIELD LOCATE) PROTECTION LAYER w/ ROCKSHIELD OR EQUAL



ENLARGED PLAN
FROM: 005-094-D-0324



ELEVATION



SECTION "1-1"
FROM: THIS SHEET

- NOTES:**
- PUP BETWEEN MAIN LINE AND TAP VALVE TO BE PRE-TESTED PIPE.
 - MODIFY US-16 TO SUPPORT TAP VALVE.

NOT APPROVED

CODE REQUIREMENTS				REFERENCE DRAWINGS		REVISIONS				P. I. N. CHK. APP.		
DESIGN FACTOR	DESIGN PRESSURE	TEST PRESSURE	M.A.O.P.	DRAWING NUMBER	DRAWING NAME	NO.	DATE	BY	DESCRIPTION			
0.50	720	1080	375	KDD-110	CONSTRUCTION WORKSPACE PLAN	0	07-23-12	FG1	PROPOSED 2012 CONSTRUCTION	C52510	ZAC	DME
X-RAY	TEMPERATURE	DURATION	ASME SEC. VIII	005-002-D-0276	DRAWING INDEX	1	08-09-12	FG1	REVISED SITE LAYOUT AND ENTRANCE	C52510	ZAC	
YES	100°	8 HRS.	NO	005-094-D-0324	SITE LAYOUT							
NO			NO	STD-BLD-6X6	STANDARD 6'x6' BUILDING DETAILS AND ASSEMBLY							
PART 192	YES	STRESS RELIEVE	NO									



16" LINE "EK" STA. 512+96 / 3" LINE "EK-011" STA. 0+00
ATMOS WEST LAWRENCE INTERCONNECT #16988
ENLARGED PLAN AND ELEVATIONS
SE/4 SEC. 14, T12S, R18E
DOUGLAS COUNTY, KANSAS

DRAWN BY: FG1 DATE: 07-23-2012 SCALE: 3/8" = 1'-0"
 CHECKED BY: ZAC DATE: 07-23-2012 DRAWING NUMBER: 005-081-D-3109
 APPROVED BY: DME DATE: 07-26-2012

Douglas County Sheriff's Office

Corrections Division



Memo

To: Douglas County Commission

From: Undersheriff Kenneth Massey Kim

CC: County Administrator Craig Weinaug

Date: July 31, 2012

Re: Resurfacing of Recreation Courtyards

Intent:

To resurface 7000 square feet of recreation courtyard surface that has become "thin" after 12 years of continued use, UV and weather exposure.

Budgetary Impact:

The Corrections Division Budget for 2012 contains approximately \$80,000.00 to complete this project.

Liability:

Not resurfacing these areas could lead to water leakage within specific areas of the recreation courtyards allowing water to descend into staff occupied and record retention areas of the facility.

Bid process:

Douglas County Correctional Facility Maintenance Supervisor contacted two companies who can provide the required application process allowing for proper coverage of the courtyard areas.

- 1) **PrimeCoat:** provided a bid to complete the above-described project. PrimeCoat is a company based in Waukegan, IL and has done other work within this facility in the past (shower and kitchen floor re-surfacing). Grinding and sanding is required to allow for consistent bonding of new coating. Multiple processes are required before applying new finish on existing surface. Bid price of: \$105,000.00
- 2) **Descocoatings** applied the original surface treatment for these recreational areas in approximately 1999. Their application process has retained its quality for approximately 12 years and has recently begun to show wear from continual use, UV and weather exposure. Grinding and sanding is required to allow for consistent bonding of new coating. Multiple processes are required before applying new finish on existing surface. Bid price of: \$45,293.00

Based on Desco Coatings' past performance and the quality of their product (lasting 12 years) we ask to waive the county purchasing policies and select DesCo Coatings as a sole source vendor. DesCo Coatings is a company based in Johnson County, Kansas and will not require travel expenses added into the cost of the project. Safety and Security within the facility is vital during the completion of this project due to the amount of equipment and chemicals required to complete this process within the secure perimeter. DesCo Coatings understands the importance of safety and security as they have completed work within approximately 14 other correctional settings. This project will require an organized plan of implementation from maintenance staff, correctional staff and contractor while limiting inmate's access to the recreation yards.

FEDERAL TAX CERTIFICATE

Dated as of September 5, 2012

OF

DOUGLAS COUNTY, KANSAS

\$175,000
GENERAL OBLIGATION BONDS
SERIES 2012-E

FEDERAL TAX CERTIFICATE

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- A. IRS FORM 8038-G
Evidence of filing
- B. RECEIPT FOR PURCHASE PRICE
- C. RECEIPT AND REPRESENTATION
- D. DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS
AND LIST OF REIMBURSEMENT EXPENDITURES
- E. SAMPLE ANNUAL COMPLIANCE CHECKLIST
- F. SAMPLE FINAL WRITTEN ALLOCATION

Schedule 1 Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”) is executed as of September 5, 2012 (the “Issue Date”), by Douglas County, Kansas (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$175,000 principal amount of General Obligation Bonds, Series 2012-E (the “Bonds”), under the Bond Resolution (as herein defined), for the purposes described in this Tax Certificate and in the Bond Resolution.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Issuer adopted a Tax-Exempt Financing Compliance Policy and Procedure on May 2, 2012 (the “Tax Compliance Procedure”) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Bond Resolution, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“**Adjusted Gross Proceeds**” means the Gross Proceeds of the Bonds reduced by amounts: (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund; (b) that as of the

Issue Date, are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period; and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for each of the Financed Improvements designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date as further described in *Section 4.02* and substantially in the form attached as *Exhibit E*.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by: (a) Investment earnings on the sale proceeds; (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds; and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of: (a) the second anniversary of the Issue Date; or (b) the date the Financed Improvement are substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that: (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Bond Resolution.

“Bond Compliance Officer” means the Issuer’s Assistant County Administrator or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Resolution” means Resolution No. 12-[] of the Issuer duly adopted by the governing body of the Issuer on August 15, 2012, as originally executed by the Issuer, as amended and supplemented in accordance with the provisions of the Bond Resolution.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending August 1 or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Account” means the account by that name created under the Bond Resolution to provide for the payment of certain expenses as described in *Section 2.01(j)(3)* hereof.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

(a) The first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

(b) Each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and

(c) The date the last Bond is discharged is the final Computation Date.

The Issuer selects August 1, 2017, as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and *Section 4.02(b)* of this Tax Certificate.

“Financed Improvements” means the portion of the Improvements financed or refinanced with the proceeds of the Bonds as described in the Bond Resolution and on *Exhibit D*.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, the term Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Improvement Fund.
- (2) Debt Service Account.
- (3) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).
- (4) Costs of Issuance Account.
- (5) Compliance Account (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Improvements” means all of the property acquired, developed, constructed, renovated, and equipped by the Issuer using Bond proceeds and other money contributed by the Issuer, as described on *Exhibit D*.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means September 5, 2012.

“Issuer” means Douglas County, Kansas, and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Issuer.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Improvements, such as a contract to manage the entire Financed Improvements or a portion of the Financed Improvements. However, contracts for services that are solely incidental to the primary governmental function of the Financed Improvements (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Improvements, the period beginning on the later of: (a) the Issue Date, or (b) the date the property is placed on service and ending on or the earlier of (1) the final maturity date of the Bonds or (2) the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Improvements in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Improvements are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Improvements, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Output Contract” is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Improvements. A similar contract with a Qualified User is not an Output Contract.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Improvements and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Preliminary Expenditures” means: (a) costs incurred for architectural, engineering, surveying, soil testing, costs of issuance, and similar costs prior to commencement of acquisition, construction, or rehabilitation of the Financed Improvements, other than land acquisition, site preparation, and similar costs incident to commencement of construction of the Financed Improvements up to an amount not in excess of 20 percent of the issue price of the Bonds; and (b) costs incurred in an amount not in excess of the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Proposed Regulations” means the proposed arbitration regulations REG 106143-07 (published at 72 Fed. Reg. 54606 (Sept. 26, 2007)).

“Purchaser” means Piper Jaffray & Co., Leawood, Kansas, the original purchaser of the Bonds, and any successor and assigns.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Improvements on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Improvements under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Improvements was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 50 days in length pursuant to a negotiated arm’s-length arrangement at fair market value so long as the Financed Improvements was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed: (a) for purposes of the 18-month spending test, 5% of Net Proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor rebate analyst selected pursuant to this Tax Certificate.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“State” means the State of Kansas.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Issuer’s Tax-Exempt Financing Compliance Policy and Procedure, dated May 2, 2012.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the Issuer.

The Issuer represents and covenants as follows:

(a) **Organization and Authority.** The Issuer: (1) is a political subdivision, duly created, organized and existing under the Constitution and laws of the State, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Bond Resolution, to enter into, execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Bond Resolution, the Bonds, and this Tax Certificate, acting by and through its duly authorized officials.

(b) **Tax-Exempt Status of Bonds–General Covenant.** The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) **Governmental Obligations–Use of Proceeds.** Throughout the Measurement Period: (1) all of the Financed Improvements are expected to be owned by the Issuer or another Qualified User; (2) no portion of the Financed Improvements are expected to be used in a Non-Qualified Use; and (3) the Issuer will not permit any Non-Qualified Use of the Financed Improvements without first obtaining an Opinion of Bond Counsel. The Issuer will monitor the usage of all portions of the Financed

Improvements during the Measurement Period. If the Non-Qualified Use of the Financed Improvements exceeds 10% of the total use over the Measurement Period, then the Issuer will take “remedial action” in accordance with Regulations § 1.141-12, as specified in an Opinion of Bond Counsel, as necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Issuer understands that remedial action could include redemption or defeasance of all or a portion of the Bonds.

(d) **Governmental Obligations–Private Security or Payment.** As of the Issue Date, the Issuer expects that none of the principal and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

- (1) Secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or
- (2) Derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) **No Private Loan, Special Assessments.** Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. The payment of principal and interest on the Bonds will be funded, in whole or in part from mandatory special assessments against the property benefiting from the Financed Improvements financed by the Bonds. The use of the proceeds of the Bonds is not treated as a loan of the Bond proceeds because (1) the special assessment is an enforced contribution for the purpose of raising revenue for specific capital improvements; (2) the assessment does not include any fee for services; (3) the assessment and collection of the tax is not dependent upon, and does not vary, depending on whether the taxpayer engaged, or the property is used, in a trade or business; and (4) the tax is imposed to pay for an essential governmental function.

(f) **Management Agreements.** As of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

(g) **Leases.** As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Improvements other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.

(h) **Output Contracts.** As of the Issue Date, the Issuer does not have any Output Contract. During the Measurement Period, the Issuer will not enter into any Output Contract without first obtaining an Opinion of Bond Counsel.

(i) **Limit on Maturity of Bonds.** A list of the assets included in the Financed Improvements and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel does not exceed 120% of the average reasonably expected economic life of the Financed Improvements.

(j) ***Expenditure of Bond Proceeds.***

(1) ***Reimbursement of Expenditures; Official Intent.*** The governing body of the Issuer adopted a resolution declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds or other obligations and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of those bonds. The resolution is contained in Tab 1 of the Transcript. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures. No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation. In addition, no reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Improvements was placed in service.

(2) ***Final Allocation of Bond Proceeds to Expenditures.*** The Issuer understands that, under Regulations § 1.148-6(d), the Issuer is required to account for the allocation of Bond proceeds to Improvement expenditures (including expenditures made before and after the Issue Date) within 18 months after the later of (A) the date the expenditure is made, or (B) the date the Improvements are placed in service, and in any event not later than the date that is 60 days after the fifth anniversary of the Issue Date, or the date the Bonds are retired, if earlier (a “Final Allocation”). The Issuer will maintain accurate records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Bond proceeds or other money) initially allocated to each Improvement expenditure. Not later than the time limit set forth above, the Issuer will prepare a Final Allocation, showing the allocation of Bond proceeds and other money to all Improvement costs and identifying the Financed Improvement, and will maintain the Final Allocation in its books and records in accordance with **Section 4.02** hereof. The Issuer reserve the right to make modifications to the expected allocation of Bond proceeds and other money for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Improvement in accordance with, and within the time limits prescribed in, the Regulations. In the absence of such subsequent allocation, the Bond proceeds will be deemed allocated as shown on **Exhibit D**.

(3) ***Compliance Account.*** Except as provided in this paragraph (3), the Issuer may allocate Bond proceeds held in the Compliance Account to pay fees and expenses relating to compliance with federal arbitrage law, state or federal securities laws, and other costs or expenses of carrying or repaying the Bonds. The Issuer expects that all amounts in the Compliance Account will be allocated to expenditures within six years after the Issue Date. If any money remains in the Compliance Account on the sixth anniversary of the Issue Date, the Issuer will transfer that money to the Debt Service Account and use it to pay principal or interest on the Bonds.

(k) ***Registered Bonds.*** The Bond Resolution requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(l) ***Bonds Not Federally Guaranteed.*** The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(m) **IRS Form 8038-G.** Bond Counsel will prepare IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer's records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the IRS Form 8038-G as filed with the IRS with proof of filing will be included in **Exhibit A** of Tax Certificate.

(n) **Hedge Bonds.** At least 85% of the Net Proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) **Single Issue; No Other Issues.** The Bonds constitute a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the Issuer: (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) **Interest Rate Swap.** As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(q) **Guaranteed Investment Contract.** As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with **Section 4.04(d)** hereof if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) **Bank Qualified Tax-Exempt Obligation.** The Issuer designates the Bonds as "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Bonds are issued, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Bonds are issued, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining an Opinion of Bond Counsel that the designation of the Bonds as "qualified tax-exempt obligations" will not be adversely affected.

Section 2.02 Continuing Application of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01 General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Certificate on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

Section 3.02 Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.03 Purpose of Financing. The Bonds are being issued for the purpose of providing funds to pay: (a) a portion of the costs of the Financed Improvements; and (b) Costs of Issuance.

Section 3.04 Funds and Accounts. The following funds and accounts have been established under the Bond Resolution:

- (a) Improvement Fund;
- (b) Debt Service Account;
- (c) Rebate Fund;
- (d) Costs of Issuance Account; and
- (e) Compliance Account.

Section 3.05 Amount and Use of Bond Proceeds and Other Money.

(a) **Amount of Bond Proceeds.** The total proceeds to be received by the Issuer from the sale of the Bonds are as evidenced in *Exhibit B* attached to this Tax Certificate.

(b) **Use of Bond Proceeds.** The Bond proceeds are expected to be allocated to expenditures as follows:

(1) [A premium of \$[_____] and excess proceeds of \$[_____] will be deposited in the Debt Service Account and allocated to pay interest on the Bonds.

(2) The sum of \$[_____] will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Bonds.

(3) The remaining Bond proceeds in the amount of \$[_____] will be deposited in the Improvement Fund. The Issuer will be reimbursed for costs of the Financed Improvements paid before the Issue Date, if any, in the amount(s) set forth on *Exhibit D* and the balance will be used to pay costs of the Financed Improvements.

(c) **Other Money.** In addition to proceeds of the Bonds, the Issuer will apply special assessment prepayments in the amount of \$4,736.84 to payment of the costs of the Improvements.

Section 3.06 No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.07 No Current Refunding. No proceeds of the Bonds will be used to pay principal or interest on any other debt obligation.

Section 3.08 Completion of Financed Improvements. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Improvements. The completion of the Financed Improvements and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

Section 3.09 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.10 Reserve, Replacement and Pledged Funds.

(a) **No Reserve Fund.** No reserve fund has been or will be established for the Bonds.

(b) **No Replacement or Pledged Funds.** None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Improvements, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

(c) **Compliance Account.** Amounts held in the Compliance Account are expected to be used to pay fees and expenses relating to compliance with federal arbitrage law, state or federal securities laws, and other costs or expenses of carrying or repaying the Bonds. Therefore, amounts held in the Compliance Account are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.11 Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12 Offering Prices and Yield on Bonds.

(a) **Offering Prices.** On *Exhibit C*, the Purchaser has certified that: (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on such *Exhibit C*, without accrued interest (the “Offering Prices”); and (2) the Purchaser expects that at least 10% of the Bonds of each maturity will be sold to the public at initial offering prices no higher than said Offering Prices. The aggregate initial offering price of the Bonds is \$[_____], without accrued interest.

(b) **Bond Yield.** Based on the Offering Prices, the Yield on the Bonds is [_____]%, as computed by Bond Counsel and shown on *Schedule I* attached to this Certificate. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

[The Bonds maturing on _____ are subject to the special rules of Regulations § 1.148-4(b)(3) for certain Bonds that are subject to optional redemption and issued at an original issue premium that exceeds the stated redemption price at maturity by more than ¼% multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date for such Bond. Such maturity was sold to the public at an original issue premium in excess of the formula stated above. Therefore, in computing Yield on the Bonds, such maturity was treated as redeemed at the stated redemption price on the optional redemption date (_____) that produces the lowest Yield for the Bonds.]

Section 3.13 Miscellaneous Arbitrage Matters.

(a) **No Abusive Arbitrage Device.** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of: (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) **No Over-Issuance.** The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) **Purpose of Article.** The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income

tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) **Written Policies and Procedures of the Issuer.** The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the Issuer has established or establishes in the future. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) **Bond Compliance Officer.** The Issuer, when necessary to fulfill the Post-Issuance Tax Requirements, will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Bond Resolution or State law.

Section 4.02 Record Keeping; Use of Bond Proceeds and Use of Financed Improvements.

(a) **Record Keeping.** The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) **Accounting and Allocation of Bond Proceeds to Expenditures.** The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) **Annual Compliance Checklist.** Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Improvements at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the

requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or **Section 4.04** of the Tax Compliance Procedure to correct any deficiency.

(d) **Opinions of Bond Counsel.** The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any Opinion of Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

Section 4.03 Restrictions on Investment Yield. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) **Improvement Fund and Cost of Issuance Account.** Bond proceeds deposited in the Improvement Fund and the Cost of Issuance Account and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in such fund and account after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.

(b) **Debt Service Account.** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(c) **Rebate Fund.** Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Rebate Fund may be invested without Yield restriction.

(d) **Compliance Account.** Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Compliance Account may be invested without Yield restriction.

(e) **Minor Portion.** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) **General.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) **Established Securities Market.** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) **Certificates of Deposit.** The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment

schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) ***Guaranteed Investment Contracts.*** The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) as amended by the Proposed Regulations (relating to electronic bidding of Guaranteed Investment Contracts) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) ***Bona Fide Solicitation for Bids.*** The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) ***Bids Received.*** The bids received by the Issuer must meet all of the following requirements:

(A) The Issuer receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the Issuer uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) *Winning Bid.* The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) *Fees Paid.* The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) *Records.* The Issuer retains the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the Issuer for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) At least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.05 Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) **General.** A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.03**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.06** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.06**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) **Applicable Spending Exceptions.**

(1) The Issuer expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Issuer.

(2) The following optional rebate spending exceptions can apply to the Bonds:

(A) 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

(B) 18-month spending exception (Regulations § 1.148-7(d)).

(C) 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The Issuer expects to earn approximately \$[] in Investment earnings on Bond proceeds in the Improvement Fund.

(c) **Special Elections Made with Respect to Spending Exception Elections.** No special elections are being made in connection with the application of the spending exceptions.

(d) **Bona Fide Debt Service Fund.** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, Investment earnings therein cannot be taken into account in computing arbitrage rebate: (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception; or (2) for a given Bond Year, if the gross earnings on the Debt Service Account for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) **Documenting Application of Spending Exception.** At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with **Section 4.06**.

(f) **General Requirements for Spending Exception.** The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied

even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Improvement and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or 3 years after the Issue Date in the case of the 2-year spending exception.

Section 4.06 Computation and Payment of Arbitrage Rebate.

(a) **Rebate Fund.** The Issuer will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Certificate. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) **Computation of Rebate Amount.** The Issuer will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Bonds together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Issuer annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the

date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount the Issuer will transfer such surplus in the Rebate Fund to the Debt Service Account. After the final Computation Date or at any other time if the Rebate Analyst has advised the Issuer, any money left in the Rebate Fund will be paid to the Issuer and may be used for any purpose not prohibited by law.

(c) **Rebate Payments.** Within 60 days after each Computation Date, the Issuer will pay to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(d) **Successor Rebate Analyst.** If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder.

(e) **Filing Requirements.** The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

(f) **Survival after Defeasance.** Notwithstanding anything in the Bond Resolution to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that the provisions of *Article IV* of this Tax Certificate regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid

to the United States and the provisions in **Section 4.02** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.02 Amendments. This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended and the Bond Resolution, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No amendment will become effective until the Issuer receives an Opinion of Bond Counsel, addressed to the Issuer that the amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.03 Opinion of Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer further agrees to comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.04 Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.05 Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.06 Benefit of Certificate. This Tax Certificate is binding upon the Issuer, its respective successors and assigns, and inures to the benefit of the Issuer and the owners of the Bonds. Nothing in this Tax Certificate, the Bond Resolution or the Bonds, express or implied, gives to any person, other than the Issuer, its successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.07 Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Bondowners pursuant to the terms of the Bond Resolution or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.08 Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State.

Section 5.09 Electronic Transactions. The transactions described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

THE UNDERSIGNED, Chairman and Assistant County Administrator of the Issuer, by their execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

DOUGLAS COUNTY, KANSAS

By: _____
Chairman

By: _____
Assistant County Administrator

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012

The undersigned Assistant County Administrator of Douglas County, Kansas, this day received from Piper Jaffray & Co., Leawood, Kansas, the original purchaser of the above-described bonds (the "Bonds"), the full purchase price of the Bonds, said purchase price and net amount received by the Issuer being calculated as follows:

Principal Amount.....	\$175,000.00
[Less Underwriting Discount.....	- _____]
[Plus Original Issue Premium.....	_____]
[Less Original Issue Discount.....	- _____]
<i>Total Purchase Price.....</i>	<i>\$ _____</i>

DATED: September 5, 2012.

DOUGLAS COUNTY, KANSAS

By _____
Assistant County Administrator

EXHIBIT C

RECEIPT AND REPRESENTATION

\$175,000

**DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012**

This certificate is being delivered by Piper Jaffray & Co., Leawood, Kansas (the "Purchaser") in connection with the issuance of the above-described bonds (the "Bonds"), being issued on the date of this Receipt by Douglas County, Kansas (the "Issuer"). Based on its records and information available to the undersigned which the undersigned believes to be correct, the Purchaser represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Purchaser.

2. Receipt for Bonds. The Purchaser acknowledges receipt by the Depository Trust Company on behalf of the Purchaser on the Issue Date consisting of fully registered "book-entry-only" bonds in Authorized Denominations in a form acceptable to the Purchaser.

3. Public Offering. All of the Bonds have been the subject of a *bona fide* offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the "Public"), made pursuant to the Bond Purchase Agreement between the Issuer and the Purchaser, dated August 15, 2012 (the "Sale Date"). On the Sale Date, the Purchaser reasonably expected that at least 10 percent of the principal amount of each such maturity of the Bonds would be initially sold to the Public at the respective price for that maturity set forth on *Schedule I* attached to this Certificate, without accrued interest (the "Offering Prices").

4. Compliance with Bond Purchase Agreement. The Purchaser acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to it pursuant to the Bond Purchase Agreement on the date of the delivery of and payment for the Bonds (except to the extent the Purchaser has waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof. To the extent that the Purchaser has provided the Issuer and Gilmore & Bell, P.C., Bond Counsel ("Bond Counsel") with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are provided for informational purposes and are based on our understanding of directions that we have received from Bond Counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

5. Reliance. The Issuer may rely on the foregoing representations in executing and delivering its Federal Tax Certificate with respect to its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), and Bond Counsel, may rely on the foregoing representations in rendering its opinion relating to the exclusion from federal gross income of the interest on the Bonds under the Code; *provided, however*, nothing herein represents our interpretation of any laws, and in particular, regulations under the Code.

Dated: September 5, 2012.

**PIPER JAFFRAY & CO.
LEAWOOD, KANSAS**

By: _____
Title: Managing Director

SCHEDULE I
[COPY FROM BPA]

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS
[AND LIST OF REIMBURSEMENT EXPENDITURES]**

**\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012**

Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated] Total Cost	Estimated Amount Financed From Bonds	Amount Reimbursed From Bonds
Yankee Tank Dam Improvements	[month/year]	[_] years	\$_[_____]	\$175,000	\$_[_____]
Construction					
Site Improvements					
Equipment					
Professional Fees					

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

**\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012
ISSUE DATE: SEPTEMBER 5, 2012**

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for working with other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Bonds. On the Issue Date, the Issuer identified certain assets financed in whole or in part by the Bonds (the “Financed Improvements”), as evidenced on *Exhibit D* to the Federal Tax Certificate. Please complete this checklist within 90 days after the conclusion of the Issuer’s Fiscal Year. Should you have questions or need assistance in completing the checklist, please contact Bond Counsel at the address below. A completed copy of this annual checklist should be placed in the Tax-Exempt Bond File and retained in the Issuer’s permanent records for at least 3 years after the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds.

Bond Compliance Officer Name: [_____]
Bond Compliance Officer Signature: [_____]
Date of Report: [_____]
Annual Period Covered by Report: [_____]

****If the answers to any of the following questions identify any compliance deficiencies, the Bond Compliance Officer should immediately contact Bond Counsel and take actions required in the Tax Compliance Procedure.****

Item	Question	Response
1 Ownership	Were all of the Financed Improvements owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Improvements leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the management agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Proceeds & Investments	Have any Gross Proceeds of the Bonds been invested in a Guaranteed Investment Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Bonds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Has any sinking or reserve fund for the payment of the Bonds been established (other than funds and accounts created in the Bond Resolution)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Have any of the Bonds been redeemed or refunded in advance of their scheduled maturities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer to any of the above questions was “Yes,” notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.	

Item	Question	Response
6 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Federal Tax Certificate or Compliance Agreement been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Counsel: Gilmore & Bell, P.C.
 100 N. Main, Suite 800
 Wichita, Kansas 67202
 Phone: (316) 267-2091
 Fax: (316) 262-6523
 Attn: *Joe L. Norton*
 Email: jnorton@gilmorebell.com

EXHIBIT F

FORM OF FINAL WRITTEN ALLOCATION

\$175,000

**DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS**

SERIES 2012-E

DATED SEPTEMBER 5, 2012

ISSUE DATE: SEPTEMBER 5, 2012

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for the Post-Issuance Tax Requirements for the Bonds. On the Issue Date, the Issuer identified certain categories of assets financed in whole or in part by the Bonds (the “Financed Improvements”), as evidenced on *Exhibit D* to the Federal Tax Certificate. The Tax Compliance Procedure requires the Bond Compliance Officer to complete a Final Written Allocation of the proceeds of the Bonds, in substantially the following form, when all proceeds (including Investment earnings on proceeds) are expended, but not later than 18 months after the Financed Improvements are placed in service. A completed copy of this Final Written Allocation should be placed in the Tax-Exempt Bond File and retained in the Issuer’s permanent records for at least 3 years after the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds.

The undersigned is the Bond Compliance Officer of Douglas County, Kansas (the “Issuer”) and in that capacity is authorized to execute federal income tax returns required to be filed by the Issuer and to make appropriate elections and designations regarding federal income tax matters on behalf of the Issuer. This allocation of the proceeds of the bond issue referenced above (the “Bonds”) is necessary for the Issuer to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Issuer or, if later, the date the “Financed Improvements” were “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Federal Tax Certificate, relating to the Bonds, dated September 5, 2012 (the “Issue Date”).

Background The Bonds were issued pursuant to the Bond Resolution in order to provide funds needed to finance the Financed Improvements. Proceeds of the Bonds were deposited into the Funds and Accounts as described in the Federal Tax Certificate.

Sources Used to Fund Improvements and Allocation of Proceeds to Costs of Financed Improvements. A portion of the costs of the Improvements were paid from sale proceeds of the Bonds, and earnings from the investment of Bond sale proceeds as shown on *Schedule 1* to this Final Written Allocation.

Identification of Financed Improvements. The Financed Improvements are listed on *Schedule 2* to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the Issuer allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Issuer for an amount it had previously paid or incurred. Amounts received from the sale of the Bonds and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the Interest Payment Dates for the Bonds.

Placed In Service. The Financed Improvements were “placed in service” on the date(s) set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Issuer reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

DOUGLAS COUNTY, KANSAS

Date: _____

By: _____
Bond Compliance Officer

This Final Written Allocation has been prepared in the manner required by the Tax Compliance Procedure:

[Issuer Counsel/Bond Counsel]

Date of review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION
ALLOCATION OF SOURCES AND USES

	<i>Estimated at Closing</i>	<i>Actual</i>
Sources of Funds:		
Principal Amount of the Bonds	\$175,000.00	\$175,000.00
[_____] Grant		
Prepaid Special Assessments	4,736.84	4,736.84
Investment earnings		
Underwriter's Discount		
[Original Issue Premium		
[Original Issue Discount		-
<i>Total</i>		\$
Uses of Funds:		
Deposit to Improvement Fund		\$
Construction		
Equipment		
Site Improvements		
Professional Fees		
Costs of Issuance		
Excess Proceeds		
<i>Total</i>		\$

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

IDENTIFICATION OF FINANCED ASSETS

Description	Actual Date Placed in Service	Estimated Useful Life	Actual Total Cost	Actual Amount Financed From Bonds
Yankee Tank Dam Improvements	[month/year]	[_] years	\$_[_____]	\$_[_____]
Construction				
Site Improvements				
Equipment				
Professional Fees				

*note: exclude land costs

DETAILED LISTING OF EXPENDITURES*

<i>Item No.</i>	<i>Date Paid</i>	<i>Amount Paid</i>	<i>Category</i>	<i>Payee</i>	<i>Description</i>	<i>Reference</i>

* or attach General Ledger or Project Ledger

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
DOUGLAS COUNTY, KANSAS
HELD ON AUGUST 15, 2012**

The governing body met in regular session at the usual meeting place in the County, at 6:35 p.m., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2012-E, OF DOUGLAS COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS 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.

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. 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 Chair declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 12-[__] and was signed by the Commissioners and attested by the Clerk.

(Other Proceedings)

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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 Douglas County, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Jameson D. Shew, County Clerk

RESOLUTION NO. 12-[]

OF

DOUGLAS COUNTY, KANSAS

ADOPTED

AUGUST 15, 2012

**GENERAL OBLIGATION BONDS
SERIES 2012-E**

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RESOLUTION NO. 12-[]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2012-E, OF DOUGLAS COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS 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.

WHEREAS, Douglas County, Kansas (the “Issuer”) is a political subdivision, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.* as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the County, to-wit:

<i>Project Description</i>	<i>Res. No.</i>	<i>Amount</i>
Yankee Tank Dam (Wakarusa Watershed Joint District No. 35, site 24)	11-18	\$1,988,600

; and

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the governing body of the Issuer now finds and determines that the total cost of the Improvements to be paid by the owners of the property within the County benefited by the Improvements is not less than \$180,000, that the owners of the property benefited by the Improvements have paid \$4,736.84 in cash into the County Treasury on account of the Improvements, and the Issuer has \$263.16 of funds available to pay the costs of the Improvements, leaving \$175,000 to be paid for by the issuance of general obligation bonds; and

WHEREAS, the governing body of the Issuer is authorized by law to issue the Bonds to pay a portion of the costs of the Improvements; and

WHEREAS, the Issuer has not issued any general obligation bonds heretofore authorized and desires to issue \$175,000 of the general obligation bonds so authorized; 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 Bonds in the principal amount of \$175,000 to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF DOUGLAS COUNTY, 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 Bond 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 and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a26 *et seq.*, all as amended and supplemented from time to time.

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

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

“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.

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

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of August 15, 2012, between the Issuer and the Purchaser.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer, and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” means the General Obligation Bonds, Series 2012-E, authorized and issued by the Issuer pursuant to this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and 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 and any successor nominee of DTC.

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

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

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

“**Compliance Account**” means the Compliance Account for General Obligation Bonds, Series 2012-E created pursuant to *Section 501* hereof.

“**Consulting Engineer**” means an independent engineer or engineering firm, or architect or architectural 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 Bond Resolution.

“**Costs of Issuance**” means all costs of issuing the Bonds, 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, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“**Costs of Issuance Account**” means the Costs of Issuance Account for General Obligation Bonds, Series 2012-E created pursuant to *Section 501* hereof.

“**County**” means Douglas County, Kansas.

“**Dated Date**” means September 5, 2012.

“**Debt Service Account**” means the Debt Service Account for General Obligation Bonds, Series 2012-E created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“**Debt Service Requirements**” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds 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 Bond 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) the obligations are rated in the highest rating category by Moody's (presently "Aaa") or Standard & Poor's (presently "AAA").

"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.

"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 Bonds 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 Bonds 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 Bonds or in this Bond Resolution 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 Bonds 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 pursuant to or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2012-E created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to his Bond 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 Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be February 1 and August 1 of each year, commencing February 1, 2013.

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

“Issuer” means County and any successors or assigns.

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

“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.

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

(a) To the Issuer at:

Douglas County Courthouse
1100 Massachusetts
Lawrence, Kansas 66044
Fax: (785) 832-5320

(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:

Piper Jaffray & Co.
11150 Overbrook, Suite 310
Leawood, Kansas 66211
Fax: (913) 345-3393

(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

Standard & Poor's, a division of
The McGraw-Hill Companies
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services the Manager of the Corporate Trust Department.
- (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 Bonds.

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

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

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of

this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“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 the amount set forth in the Bond Purchase Agreement.

“Purchaser” means Piper Jaffray & Co., Leawood, Kansas, the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Rebate Fund” means the Rebate Fund for General Obligation Bonds, Series 2012-E created pursuant to *Section 501* hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

: **“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* 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.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 204* hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, 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 Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond 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.

“2022 Term Bonds” means the Bonds scheduled to mature in the year 2022

“2032 Term Bonds” means the Bonds scheduled to mature in the year 2032.

“Term Bonds” means collectively, the 2022 Term Bonds and the 2032 Term Bonds.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer 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 BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$175,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

TERM BONDS

Stated Maturity	Principal	Annual Rate
<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>
2022	\$ 75,000	_____%
2032	100,000	_____%

The Bonds 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 204* hereof.

Each of the Bonds, 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 Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Chair of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

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

Every Paying Agent or Bond 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 Bonds. The principal of, or Redemption Price, and interest on the Bonds 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 each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond 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 Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co., by electronic transfer to such Owner upon written notice given to the Bond 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 Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond 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 Bond and the date of the proposed payment (which date shall be at least 30 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 therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond 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 Bonds 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 Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

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

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

Bonds 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 Bond 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 Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. 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 Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Section 303* 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 Bond 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 204* hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond 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 Bond 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 Bond 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 Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Chair, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Chair and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds 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 Bonds 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. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Chair and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds 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 Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

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

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent 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 Bond 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 Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds 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 Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds 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 Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, 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 Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds 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 Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds 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 Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds 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 Bond 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 Bond. Upon the issuance of Replacement Bonds, 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 Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds 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 Bond Registrar receives written evidence satisfactory to the Bond 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 Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond 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 Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond 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 Bond, and such Bond 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 7, 2012, 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 Chair and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds 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 Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (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 Bonds - Bond Purchase Agreement. The Chair is hereby authorized to enter into the Bond Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the governing body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Chair, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2021, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on

August 1, 2020, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

Mandatory Redemption. (a) *2022 Term Bonds.* The 2022 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 2022 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$ 5,000	2013
5,000	2014
5,000	2015
5,000	2016
5,000	2017
10,000	2018
10,000	2019
10,000	2020
10,000	2021
10,000	2022*

*Final Maturity

(b) *2032 Term Bonds.* The 2032 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 2032 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$10,000	2023
10,000	2024
10,000	2025
10,000	2026
10,000	2027
10,000	2028
10,000	2029
10,000	2030
10,000	2031
10,000	2032*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to

mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements 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 Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, 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 transferred to the Debt Service Account and shall be used solely for the

payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds 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 BOND PROCEEDS AND OTHER MONEYS

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

- (a) Improvement Fund for General Obligation Bonds, Series 2012-E;
- (b) Debt Service Account for General Obligation Bonds, Series 2012-E (within the Bond and Interest Fund);
- (c) Rebate Fund for General Obligation Bonds, Series 2012-E;
- (d) Costs of Issuance Account for General Obligation Bonds, Series 2012-E; and
- (e) Compliance Account for General Obligation Bonds, Series 2012-E.

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

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

- (a) All accrued interest and excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$[_____] shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.
- (d) In addition to proceeds of the Bonds, the Issuer will apply the sum of \$4,736.84 of prepaid special assessments to payment of costs of the Improvements.

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 Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by *Section 506* hereof.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond 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 Assistant County Manager (or designate) stating that such payment is being made for a purpose within the scope of this Bond 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 Bonds 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 Bonds 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 Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; 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 Bonds 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 Bonds under State or federal law.

Section 505. 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 or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent 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 Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds 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 Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

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 which has a main or branch office located in the Issuer. 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 Bond 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, at the discretion of the Issuer, be credited to the Debt Service Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or Debt Service Account.

Section 509. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law, state or federal securities laws, and other costs or expenses of carrying or repaying

the Bonds as set forth in the Federal Tax Certificate. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond 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 Bonds.

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 Bond 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 Bonds by this Bond 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 Bonds 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 Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond 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 Bonds 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 Bonds 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 Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, 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 Bond Registrar to give such notice of redemption in compliance with *Section 303* of this Bond 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 Bonds, 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 Bonds, 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 Bond 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 Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Chair and Clerk 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 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 Bonds 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 Bonds

pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. 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. 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 Bonds, 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 Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond 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 Bonds 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 Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond 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 Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond 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 Bonds among Improvements, to provide for Substitute Improvements, to conform this

Bond 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 Bonds or of this Bond 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 Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond 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 Bond or a prospective purchaser or owner of any Bond authorized by this Bond 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 Bond 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 Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

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

Section 903. 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 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond 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 Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond 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 Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds 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 Bonds and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond 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 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Chair 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 Bond 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 907. Severability. If any section or other part of this Bond 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 Bond Resolution.

Section 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the Board of County Commissioners of Douglas County, Kansas on August 15, 2012.

(SEAL)

Mike Gaughan, Chair – 1st District

Nancy Thellman, Vice-Chair – 2nd District

Jim Flory, Commissioner – 3rd District

ATTEST:

Jameson D. Shew, County Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original resolution; that said resolution was adopted on August 15, 2012.

DATED: August 15, 2012.

Jameson D. Shew, County Clerk

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**EXHIBIT A
(FORM OF BONDS)**

**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 DOUGLAS
GENERAL OBLIGATION BOND
SERIES 2012-E**

Interest Rate:	Maturity Date:	Dated Date: September 5, 2012	CUSIP:
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the County of Douglas, 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 semiannually on February 1 and August 1 of each year, commencing February 1, 2013 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the

calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond 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 an interest payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Bond 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 Bonds 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 Bond Resolution.

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

ADDITIONAL PROVISIONS OF THIS BOND 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 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond 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 Bond 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 bonds, does not exceed any constitutional or statutory limitation.

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

DOUGLAS COUNTY, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Chair

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2012-E, of Douglas County, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

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

By _____

Registration Number 0022-023-090512-[__]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2012-E,” aggregating the principal amount of \$175,000 (the “Bonds”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Bonds (the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a26 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Bond Resolution) 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 Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as follows:

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2021, and thereafter, will be subject to redemption and payment prior to maturity on August 1, 2020, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[Mandatory Redemption. Each of the Bonds maturing on August 1, [____], [____ and] 2032 shall also be subject to mandatory redemption and payment prior to maturity pursuant to the redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

Redemption Denominations. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, 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 Bonds by the Securities Depository's participants, beneficial ownership of the Bonds 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 Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (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 Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond 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 Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND 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 Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly

authorized agent, and thereupon a new Bond or Bonds 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 Bond 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 Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

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 Bonds:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond 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 COUNTY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

The undersigned, County Clerk of Douglas, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of September 5, 2012.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
 (facsimile)
 County Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond 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

BOND PURCHASE AGREEMENT

BETWEEN

DOUGLAS COUNTY, KANSAS

AND

**PIPER JAFFRAY & CO.
LEAWOOD, KANSAS**

\$175,000

GENERAL OBLIGATION BONDS

SERIES 2012-E

DATED AS OF SEPTEMBER 5, 2012

\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E

August 15, 2012

Board of County Commissioners
Douglas County, Kansas

BOND PURCHASE AGREEMENT

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Piper Jaffray & Co., Leawood, Kansas (the "Purchaser"), hereby offers to purchase all (but not less than all) of the above-described bonds (the "Bonds") to be issued by Douglas County, Kansas (the "Issuer"), under and pursuant to a Resolution to be adopted by the governing body of the Issuer on August 15, 2012 (the "Bond Resolution"). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Bond Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Bond Purchase Agreement by or on behalf of the governing body of the Issuer on or before 8:00 p.m. applicable Central time, on this date (the "Sale Date").

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE BONDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on September 5, 2012, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser, at the purchase price set forth on *Exhibit A* attached hereto, plus accrued interest from the Dated Date to the Closing Date (the "Purchase Price"). The date of such delivery and payment is herein called the "Closing Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Bonds on the Closing Date shall be herein called the "Closing." The Bonds shall be issued under and secured as provided in the Bond Resolution and the Bonds shall have the maturities and interest rates as set forth therein and on *Exhibit A* attached hereto, which also contains a summary of the redemption provisions of the Bonds. The Bonds shall contain such other provisions as are described in the Bond Resolution and the Official Statement (as hereinafter defined).

(b) Issuer acknowledges and agrees that: (1) the primary role of the Purchaser, as an underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Purchaser and that the Purchaser has financial and other interests that differ from those of the Issuer; (2) the Purchaser is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Issuer on other matters); (3) the only obligations

the Purchaser has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (4) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

(c) Payment of the Purchase Price for the Bonds shall be made by federal wire transfer in immediately available federal funds, payable to the order of a financial institution to be designated by the Issuer for the account of the Issuer on or before the Closing Time on the Closing Date. Upon such payment, the Bonds shall be delivered and released upon the instructions of the Purchaser to The Depository Trust Company, New York, New York (“DTC”).

(d) The delivery of the Bonds shall be made in “book-entry-only” fully registered form duly executed and authenticated and bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bond); provided, however, that the Bonds may be delivered in temporary form. The Bonds shall be available at DTC at least 24 hours prior to the Closing Time.

(e) The Purchaser agrees to offer the Bonds to the public initially at the offering prices or yields set forth in *Exhibit A* attached hereto, but may subsequently change such offering price. The Purchaser agrees to notify the Issuer of such changes, if such changes occur prior to the Closing Time, but failure so to notify shall not invalidate such changes. The Purchaser may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the offering prices set forth in *Exhibit A* attached hereto.

(f) On or prior to the Closing Time, the Purchaser will execute and deliver to the Issuer a written certification (the “Issue Price Certificate”) containing substantially the following: (a) all of the Bonds have been the subject of a *bona fide* offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) (the “Public”); and (b) on the Sale Date, the Purchaser reasonably expected that at least 10 percent of the principal amount of each such maturity of the Bonds would be initially sold to the Public at the respective price for that maturity set forth on *Exhibit A* attached hereto, without accrued interest (the “Offering Prices”).

(g) At the request of the Issuer, the Purchaser will provide information explaining the factual basis for the Purchaser’s Issue Price Certificate. This agreement by the Purchaser to provide such information will continue to apply after the Closing Time if: (1) the Issuer requests the information in connection with an audit or inquiry by: (A) the Internal Revenue Service (the “IRS”), or (B) the Securities and Exchange Commission (the “SEC”), whether pursuant to the Securities Act of 1933, as amended (the “1933 Act”), the Securities Exchange Act of 1934, as amended (the “1934 Act”) or otherwise; or (2) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

SECTION 2. OFFICIAL STATEMENT

(a) The Issuer has previously furnished to the Purchaser the Preliminary Official Statement, dated August 7, 2012, relating to the Bonds, including all appendices thereto and maps and pictorial information included therein, as may have been amended or supplemented (the “Preliminary Official Statement”). The Issuer hereby ratifies and confirms the Purchaser's use and public distribution of the Preliminary Official Statement in connection with the offering for sale of the Bonds.

(b) The Issuer will cause the Preliminary Official Statement to be amended and supplemented into a final official statement to be dated the Sale Date (the “Official Statement”). The

Issuer agrees to provide to the Purchaser within seven business days of the Sale Date or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby confirms the authority of the Purchaser to use, and consents to the use of, the Official Statement in connection with the public offering and sale of the Bonds.

(c) The Preliminary Official Statement and Official Statement may be delivered in printed and/or electronic form to the extent permitted by the applicable rules of the MSRB and as may be agreed to by the Issuer and the Purchaser.

(d) If, prior to the earlier of: (1) 90 days after the "end of the underwriting period" (as defined in the Rule); or (2) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case earlier than 25 days after the end of the underwriting period, any event shall occur relating to or affecting the Issuer, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing when the Official Statement is delivered to a purchaser, not materially misleading, or the Official Statement is required to be amended or supplemented to comply with law, the Issuer shall promptly prepare and furnish, at the expense of the Issuer, to the Purchaser and to the dealers (whose names and addresses the Purchaser will furnish to the Issuer) to which Bonds may have been sold by the Purchaser and to any other dealers upon request, such amendments or supplements to the Official Statement as may be necessary so that the statements in the Official Statement as so amended or supplemented will not, in the light of the circumstances existing when the Official Statement is delivered to a purchaser of the Bonds, be misleading or so that the Official Statement will comply with law.

(e) From the Sale Date until the Closing Time, the Issuer shall furnish the Purchaser with a copy of any proposed amendment or supplement to the Official Statement for review and shall not use any such proposed amendment or supplement to which the Purchaser reasonably objects.

(f) The Issuer authorizes the Purchaser to file, to the extent required by applicable SEC or MSRB rule, and the Purchaser agrees to file or cause to be filed, the Official Statement with: (1) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (2) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Official Statement is prepared in accordance with *Section 2(d)*, the Purchaser also shall make the required filings of the amended Official Statement in the manner set forth in this section.

SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer that as of the date hereof and at the Closing Time the Purchaser is duly authorized to enter into this Bond Purchase Agreement and to take all actions required or contemplated to be performed by the Purchaser under this Bond Purchase Agreement.

SECTION 4. ISSUER'S REPRESENTATIONS AND WARRANTIES

By the Issuer's acceptance hereof the Issuer hereby represents and warrants to, and agrees with, the Purchaser that as of the date hereof and at the Closing Time:

(a) The Issuer is a political subdivision duly organized under the laws of the State of Kansas (the "State").

(b) The Issuer has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the Bond Resolution and this Bond Purchase Agreement, and all other agreements relating thereto.

(c) The Issuer has duly authorized by all necessary action to be taken by the Issuer: (1) the adoption and performance of the Bond Resolution; (2) the execution, delivery and performance of this Bond Purchase Agreement; (3) the approval of the Official Statement; (4) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement; and (5) the carrying out, giving effect to and consummation of the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement. Executed counterparts of the Bond Resolution and all such other agreements and documents specified herein will be made available to the Purchaser by the Issuer at the Closing Time.

(d) The Bond Resolution and this Bond Purchase Agreement, when executed and delivered by the Issuer, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the Issuer, and when issued, delivered and paid for as provided for herein and in the Bond Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding general obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Bond Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies). The Bonds are general obligations of the Issuer, payable as to both principal and interest, if necessary, 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.

(f) The execution and delivery of the Bond Resolution, this Bond Purchase Agreement, the Bonds and the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The Issuer is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the Issuer is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the Issuer and will not be material to the beneficial owners of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bond Resolution or the Bonds.

(h) The Preliminary Official Statement did not, and the Official Statement and in any amendment or supplement thereto, will not, as of the Closing Time, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in

light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections (as defined in *Section 6(b)(3)* hereof).

(i) The financial statements of the Issuer attached to the Official Statement as *Appendix B* thereto, except as noted therein, present fairly and accurately the financial condition of the Issuer as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in the method stated therein consistently applied in all material respects for the periods involved.

(j) The Issuer has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the Issuer, financial or otherwise, other than as set forth in the Official Statement.

(k) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Bond Resolution or the validity of the Bonds, the Bond Resolution, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Bond Resolution.

Any certificate signed by any of the authorized officials of the Issuer and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the Issuer to the Purchaser as to the statements made therein.

SECTION 5. COVENANTS AND AGREEMENTS OF THE ISSUER

The Issuer covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as any of the Bonds remain Outstanding, as follows:

(a) The proceeds of the Bonds will be used as provided in the Bond Resolution in accordance with the laws of the State.

(b) The proceeds of the Bonds shall not be used in a manner which would jeopardize the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(c) To cooperate with the Purchaser and its counsel in any reasonable endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may reasonably request; provided that nothing contained herein shall require the Issuer to file written consents to suit and file written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Bonds may be offered or sold. The Issuer consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Purchaser in obtaining such qualification. The Purchaser shall pay all expenses and costs (including legal, registration and filing fees) incurred in connection therewith.

SECTION 6. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the Issuer of the Issuer's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the Issuer's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Bond Resolution and the Bonds shall have been duly authorized, executed and delivered in the form heretofore approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the Issuer and the Purchaser.

(b) At the Closing Time, the Purchaser shall receive:

(1) An opinion dated as of the Closing Date, of Messrs. Gilmore & Bell, P.C. ("Bond Counsel"), substantially in the form attached hereto as *Exhibit B*.

(2) A certificate of the Issuer, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, to the effect that: (A) since the date of the Official Statement there has not been any material adverse change in the business, properties, financial condition or results of operations of the Issuer, whether or not arising from transactions in the ordinary course of business, from that set forth in the Official Statement, and except in the ordinary course of business or as set forth in the Official Statement, the Issuer has not incurred any material liability; (B) there is no action, suit, proceeding or, to the knowledge of the Issuer, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer, its officers or its property or, to the best of the knowledge of the Issuer, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated hereby or by the Bond Resolution or the Official Statement or the validity or enforceability of the Bonds or the Bond Purchase Agreement, which are not disclosed in the Official Statement; (C) to the knowledge of the Issuer, the information contained in the Official Statement, other than the sections entitled "The Depository Trust Company," "Bond Ratings," "Legal Matters," "Tax Matters," and *Appendices B* and *C* (collectively, the "Excluded Sections"), for which the Issuer expresses no opinion, is true in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; (D) the Issuer has duly authorized, by all necessary action, the execution, delivery and due performance by the Issuer of this Bond Purchase Agreement; and (E) the representations and warranties of the Issuer set forth herein were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(3) An executed Federal Tax Certificate, satisfactory in form and substance to the Purchaser, dated as of the Closing Date.

(4) A completed and executed IRS Form 8038-G.

(5) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Bond Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

SECTION 7. CONDITIONS TO THE ISSUER'S OBLIGATIONS

The obligations of the Issuer hereunder are subject to the Purchaser's performance of its obligations hereunder.

SECTION 8. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of *Section I* hereof) by notifying the Issuer in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the 1933 Act, the 1934 Act or the Trust Indenture Act of 1939, as amended.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(f) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds,

any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(h) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(j) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(l) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

(m) Any event shall have occurred, or information become known, which makes untrue in any material respect, any statement or information contained in the Preliminary Official Statement, or has the effect that the Preliminary Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(n) The Official Statement makes material modifications to the Preliminary Official Statement deemed "final" by the Issuer pursuant to the Rule, other than modifications permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters.

SECTION 9. PAYMENT OF EXPENSES

(a) Whether or not the Bonds are sold by the Issuer to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder; nor shall the Issuer, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale be prevented at the Closing Time by the Issuer's default).

(b) If the Bonds are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Issuer out of the proceeds of the Bonds or other Issuer funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the Issuer's legal counsel; (3) costs associated with obtaining municipal bond insurance or municipal bond ratings relating to the Bonds, if any; (4) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Official Statement, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (5) fees of the Bond Registrar and Paying Agent designated by the Issuer pursuant to the Bond Resolution; and (6) all costs and expenses of the Issuer relating to the issuance of the Bonds. The Purchaser shall be responsible for

payment of the costs of qualifying the Bonds for sale in the various states chosen by the Purchaser, all advertising expenses in connection with the offering of the Bonds, the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Bonds.

SECTION 10. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in the manner set forth in the Bond Resolution, as follows:

(a) If to the Issuer at: Douglas County, Kansas, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, Attention: Clerk.

(b) If to the Purchaser at: Piper Jaffray & Co., 11150 Overbrook, Suite 310, Leawood, Kansas 66211, Attention: Manager, Public Finance Department.

SECTION 11. INDEMNIFICATION

(a) The Issuer agrees, to the extent legally permitted, to indemnify and hold harmless the Purchaser, and each person, if any, who controls (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act) the Purchaser (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statements or misleading statement or allegedly misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided that the Issuer shall have no indemnification obligation with respect to any statement or omission in the information contained in the Official Statement under the heading "Underwriting."

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the Issuer, the Indemnified Parties shall promptly notify the Issuer in writing and the Issuer shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Issuer. The Issuer shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Issuer or if there be a final judgment for the plaintiff in any such action against the Issuer or any of the Indemnified Parties, with or without the consent of the Issuer, the Issuer agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

(b) The Purchaser agrees, to the extent legally permitted, to indemnify and hold harmless the Issuer and any governing body member, officer, official or employee of the Issuer, against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statements or misleading statement or allegedly misleading statement of a material fact made by the Purchaser, or any agent, employee or official of the Purchaser, made in conjunction with the offering and/or sale of the Bonds; provided that the Purchaser shall have no indemnification obligation with respect to any statement or omission in the information contained supplied by the Issuer or the Issuer's representatives that are contained in the Official Statement.

In case any action shall be brought against one or more of the persons or entities identified in the preceding paragraph and in respect of which indemnity may be sought against the Purchaser, such parties shall promptly notify the Purchaser in writing and the Purchaser shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of such parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such party unless employment of such counsel has been specifically authorized by the Purchaser. The Purchaser shall not be liable for any settlement of any such action effected without its consent by any of such parties, but if settled with the consent of the Purchaser or if there be a final judgment for the plaintiff in any such action against the Purchaser or any of such parties, with or without the consent of the Purchaser, the Purchaser agrees to indemnify and hold harmless such parties to the extent provided herein.

SECTION 12. MISCELLANEOUS

(a) This Bond Purchase Agreement shall be binding upon the Purchaser, the Issuer, and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Bonds; or (3) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 13. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

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Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

**PIPER JAFFRAY & CO.
LEAWOOD, KANSAS**

Date: August 15, 2012
Time: ____:____ __.m.

By: _____
Managing Director

Accepted and agreed to as of
the date first above written.

DOUGLAS COUNTY, KANSAS

Date: August 15, 2012
Time: ____:____ p.m.

By: _____
Chair

ATTEST: (Seal)

By: _____
Clerk

EXHIBIT A

**\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E**

CALCULATION OF PURCHASE PRICE

Principal Amount	\$175,000.00
Less Underwriter's Discount	-
Plus Original Issue Premium	
Less Original Issue Discount	-
Total Purchase Price	

MATURITY SCHEDULE

TERM BONDS

<u>Stated Maturity August 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Price</u>
2022	\$ 75,000		
2032	100,000		

(Plus accrued interest from September 5, 2012)

REDEMPTION OF BONDS

Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2021, and thereafter, will be subject to redemption and payment prior to maturity on August 1, 2020, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. (a) The 2022 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The Issuer shall redeem on August 1 in each year, the following principal amounts of such 2022 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$ 5,000	2013
5,000	2014

5,000	2015
5,000	2016
5,000	2017
10,000	2018
10,000	2019
10,000	2020
10,000	2021
10,000	2022*

*Final Maturity

(b) The 2032 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The Issuer shall redeem on August 1 in each year, the following principal amounts of such 2032 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$10,000	2023
10,000	2024
10,000	2025
10,000	2026
10,000	2027
10,000	2028
10,000	2029
10,000	2030
10,000	2031
10,000	2032*

*Final Maturity

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EXHIBIT B

FORM OF BOND COUNSEL OPINION

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[September 5, 2012]

Governing Body
Douglas County, Kansas

Piper Jaffray & Co.
Leawood, Kansas

Re: \$180,000 General Obligation Bonds, Series 2012-E, of Douglas County, Kansas,
Dated September 5, 2012

We have acted as Bond Counsel in connection with the issuance by Douglas County, Kansas (the "Issuer"), of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer authorizing the issuance of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain improvements 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 Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excluded from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income

for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), a deduction is allowed for 80 percent of that portion of such financial institution's interest expense allocable to interest on the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

JLN:rrd

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$175,000

DOUGLAS COUNTY, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2012-E**

DATED SEPTEMBER 5, 2012

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

DOUGLAS COUNTY, KANSAS

**\$175,000
GENERAL OBLIGATION BONDS
SERIES 2012-E**

DATED SEPTEMBER 5, 2012

CLOSING LIST

Copies of the transcript of proceedings for the above referenced issue (the “Bonds”), will be prepared and distributed as follows:

1. Douglas County, Kansas (the “Issuer”)
2. Evan H. Ice, Esq., Lawrence, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas
- 4-5. Piper Jaffray & Co., Leawood, Kansas (the “Original Purchaser”)
6. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Yankee Tank Dam Rehabilitation Project**
 - Memorandum re Costs
 - Petition with attached Map of Improvement District
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 11-13
 - Resolution No. 11-13 calling public hearing
 - Affidavit of Publication of Resolution No. 11-13
 - Certificate of Mailing
 - Excerpt of Minutes of the governing body meeting evidencing conduct of public hearing
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 11-18
 - Resolution No. 11-18 authorizing the improvements (recorded)
 - Affidavit of Publication of Resolution No. 11-18
 - Certificate of No Protest

SPECIAL ASSESSMENT PROCEEDINGS

2. Excerpt of Minutes of the governing body meeting accepting the following documents:
 - Statement of Final Costs
 - Assessment Roll Certification
 - Notice of Public Hearing
 - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
3. Affidavit of Publication – Notice of Public Hearing
4. Certificate of Mailing – Notice of Public Hearing
5. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 12-20
6. Resolution No. 12-20 levying special assessments
7. Affidavit of Publication of Resolution No. 12-20
8. Certificate of Mailing – Notice of Assessment
9. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

10. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 12-26
11. Resolution No. 12-26 authorizing the offering for sale of the Bonds
12. Preliminary Official Statement and Certificate Regarding Preliminary Official Statement
13. Affidavit of publication of the Notice of Intent to Seek Private Placement in *The Lawrence Daily Journal-World*
14. Affidavit of publication of the Notice of Intent to Seek Private Placement in the *Kansas Register*
15. Official Statement
16. Bond Purchase Agreement
17. Excerpt of Minutes of the governing body meeting adoption of Resolution No. 12-[__]
18. Resolution No. 12-[__] authorizing the issuance of the Bonds

CLOSING DOCUMENTS

19. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
20. Uniform Facsimile of Signature Certificate
21. Authorization of State Treasurer to use facsimile signature and seal
22. Specimen Bond and Bond Printer's Certificate
23. Agreement Between Issuer and Agent
24. DTC Blanket Letter of Representations
25. Rating Letter – Moody's
26. Closing Certificate
27. Federal Tax Certificate with attachments as follows:
 - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B* – Receipt for Purchase Price
 - Exhibit C* – Receipt and Representation
 - Exhibit D* – Description of Property Comprising the Financed Improvements and List of Reimbursement Expenditures
 - Exhibit E* – Sample Annual Compliance Checklist
 - Exhibit F* – Sample Final Written Allocation
 - Schedule I* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

28. Approving legal opinion of Gilmore & Bell, P.C.
29. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

30. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012

The undersigned Chair and Clerk of Douglas County, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and do hereby certify as of August 15, 2012, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

2. Organization. The Issuer is a legally constituted political subdivision organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. *The Lawrence Daily Journal-World* was the official newspaper of the Issuer at all times during these proceedings.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Mike Gaughan	Chairman	01/12 to 01/13
	Vice-Chair	01/11 to 01/12
	Commissioner	04/09 to 01/15
Nancy Thellman	Vice-Chair	01/12 to 01/13
	Commissioner	01/09 to 01/13
Jim Flory	Chair	01/11 to 01/12
	Commissioner	01/09 to 01/13
Jameson D. Shew	Clerk	01/05 to 01/13

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Chair and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization of Bonds. The Bonds are being issued pursuant Resolution No. 12-[] (the "Bond Resolution") of the Issuer for the purpose of paying a portion of the costs of certain internal improvements (the "Improvements") authorized by the governing body of the Issuer pursuant to K.S.A. 12-6a26 *et seq.*, as amended, and all other applicable provisions of the laws of the State of Kansas.

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. A Statement of Cost is attached hereto as *Exhibit A* and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Bonded Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as *Exhibit B* and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2012 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$1,146,167,560
Tangible Valuation of Motor Vehicles (2011)	<u>98,777,983</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$1,244,945,543

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mike Gaughan, Chair

(SEAL)

Jameson D. Shew, Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Bonds, Series 2012-E, Dated September 5, 2012, of Douglas County, Kansas

Sources of Funds:

Principal Amount of the Bonds	\$175,000.00
Prepaid Special Assessments	4,736.84
[Underwriter's Discount]	-
[Original Issue Premium]	-
[Original Issue Discount]	-

Total **\$**

Uses of Funds:

Deposit to Improvement Fund	\$
Costs of Issuance	
Misc	

Total **\$**

EXHIBIT B

DOUGLAS COUNTY, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of September 5, 2012)**

GENERAL OBLIGATION BONDS

<u>Category of Indebtedness</u>	<u>Dated Date</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>
G.O. Taxable Bonds, Series A, 2001	03/01/2001	08/01/2021	\$ 345,000	\$ 15,000
G.O. Sales Tax Refunding Bonds, Series 2003-A	05/01/2003	08/01/2016	8,175,000	40,000
G.O. Refunding Bonds, Series 2003-B	05/01/2003	09/01/2014	1,325,000	135,000
G.O. Sales Tax Refunding Bonds, Series 2004-A	02/01/2004	08/01/2019	13,650,000	3,095,000
G.O. Bonds, Series 2005-A	03/01/2005	09/01/2015	737,000	80,000
G.O. Bonds, Series 2006-A	08/15/2006	09/01/2016	255,000	141,000
G.O. Bonds, Series 2008-A	09/15/2008	09/01/2028	285,000	250,000
G.O. Refunding & Improvement Bonds, Series 2009-A	10/01/2009	09/01/2030	2,445,000	2,410,000
G.O. Sales Tax Refunding Bonds, Series 2012-A	06/04/2012	08/01/2016	5,985,000	5,985,000
G.O. Taxable Sales Tax Refunding Bonds, Series 2012-B	06/04/2012	08/01/2019	6,020,000	6,020,000
G.O. Refunding Bonds, Series 2012-C	06/04/2012	09/01/2015	550,000	550,000
G.O. Taxable Refunding Bonds, Series 2012-D	06/04/2012	08/01/2015	240,000	240,000
G.O. Bonds, Series 2012-E (THIS ISSUE)	09/05/2012	08/01/2032	<u>175,000</u>	<u>175,000</u>
<i>Total</i>			<i>\$40,187,000</i>	<i>\$19,136,000</i>

AGREEMENT BETWEEN ISSUER AND AGENT

\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012

THIS AGREEMENT, dated as of September 5, 2012, between Douglas County, Kansas, a political subdivision (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 et seq., except as specifically provided in this Agreement.
- E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$218.75, based on a percentage of the aggregate principal amount of the Securities as follows:

1/8 of 1% (.125%) of the first \$10,000,000
1/16 of 1% (.0625%) of the next \$15,000,000
1/32 of 1% (.03125%) of the next \$25,000,000
1/64 of 1% (.015625%) of the next \$50,000,000
1/128 of 1% (.0078125%) over \$100,000,000.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. STATEMENTS OF OWNERSHIP

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. CERTIFICATED SECURITIES

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be

responsible for obtaining appropriate “CUSIP” number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment “A” for sample calculation.)

D. *SURRENDER*

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. *TRANSFERS AND EXCHANGES*

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the “Bond Resolution”), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. *REGISTRATION DATES AND FUNDS FOR PAYMENTS*

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. *REPLACEMENT OF SECURITIES*

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the

requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

Mandatory Redemption. If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as **Appendix I**.

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any "blank" Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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DOUGLAS COUNTY, KANSAS

(SEAL)

By _____
Mike Gaughan, Chair

ATTEST:

By _____
Jameson D. Shew, Clerk

**OFFICE OF THE TREASURER
OF THE STATE OF KANSAS**

(SEAL)

By _____

ATTACHMENT "A"

SAMPLE

$$\begin{array}{r} \$5,000.00000 \dots\dots\dots \text{Bond Unit} \\ \times \quad \underline{.06875 \dots\dots\dots \text{Interest Rate}} \\ = \quad 343.750000 \quad \text{Rounded to six decimal places} \\ \\ / \quad \underline{360 \dots\dots\dots \text{Days per year}} \\ = \quad .954861 \quad \text{Rounded to six decimal places} \\ \\ \times \quad \underline{180 \dots\dots\dots \text{Day in interest period}} \\ = \quad 171.874980 \quad (\text{Rounded to second decimal} = \$171.87) \end{array}$$

Unit interest is then multiplied by the number of units in the maturity.

APPENDIX I

**NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E, DATED SEPTEMBER 5, 2012**

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. 12-[__] (the "Bond Resolution") of Douglas County, Kansas (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature on August 1, [2022] [2032] (the "Called Bonds"), have been called for mandatory redemption and payment on August 1, _____ (the "Redemption Date"), at the principal office of the Treasurer of the State of Kansas (the "Bond Registrar and Paying Agent").

<u>[Nos.]</u>	<u>Maturity Date</u> <u>(August 1)</u> [2022] [2032]	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
---------------	---------------------------------------------------------------	-----------------------------------	--------------------------------	-------------------------------

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than \$5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

DOUGLAS COUNTY, KANSAS

By _____
Treasurer of the State of Kansas,
Topeka, Kansas

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
DOUGLAS COUNTY, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on September 5, 2012 (the "Closing Date"), Douglas County, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Piper Jaffray & Co., Leawood, Kansas, as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Jameson D. Shew, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

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DOUGLAS COUNTY, KANSAS

Dated: August 15, 2012

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: September __, 2012

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: September __, 2012

By: _____
Title: _____

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Bonds.

Dated: September __, 2012.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____

Re: General Obligation Bonds, Series 2012-E, dated September 5, 2012, of Douglas County, Kansas

Dated: September 5, 2012.

The formal Closing of the above-referenced Bonds has occurred, and DTC is hereby authorized to distribute the Bonds as previously agreed:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

The Closing of the above-referenced Bonds did not occur and DTC is requested to return the Bonds to the custody, control and possession of the Agent:

By: _____
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

CLOSING CERTIFICATE

\$175,000
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2012-E
DATED SEPTEMBER 5, 2012

The undersigned Chair and Clerk of Douglas County, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and certify as of September 5, 2012 (the "Issue Date"), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated August 15, 2012 are true and correct as of this date and are incorporated in this Certificate by reference.

3. The Bond Resolution. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a26 *et seq.*, as amended, Resolution No. 12-[__] of the Issuer duly adopted by the governing body of the Issuer on August 15, 2012 (the "Bond Resolution").

4. Purpose of the Bonds. The Bonds are being issued pursuant to the Bond Resolution for the purpose of paying a portion of the costs of certain internal improvements (the "Improvements").

5. Security for the Bonds. The Bonds are general obligations of the Issuer payable from special assessments levied upon the property benefited by the Improvements 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 pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

6. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009.

7. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled “The Depository Trust Company,” “Bond Ratings,” “Legal Matters,” “Tax Matters,” and *Appendices B and C*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Purchase Agreement, or by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds or the Bond Purchase Agreement, which are not disclosed in the final Official Statement.

9. Representations and Warranties Required by the Bond Purchase Agreement. The Issuer has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Bond Purchase Agreement and each of the Issuer's representations and warranties contained in the Bond Purchase Agreement are true as of the Issue Date.

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WITNESS our hands and the seal of the Issuer.

Signature

Official Title

Chair

(SEAL)

Clerk

**DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS**

DISTRIBUTION LIST

ISSUER	BOND COUNSEL
<p>DOUGLAS COUNTY, KANSAS 1100 Massachusetts Street Lawrence, Kansas 66044 Telephone: (785) 832-5268 Fax: (785) 832-5192</p> <p>Mr. Craig Weinaug, Administrator Extension 5328 E-mail: cweinaug@douglas-county.com</p> <p>Ms. Sarah Plinsky, Assistant County Administrator Extension 5329 E-mail: splinsky@douglas-county.com</p> <p>Ms. Robin Crabtree, Executive Secretary Extension 5268 E-mail: rcrabtree@douglas-county.com</p> <p>Mr. Jamie Shew, County Clerk Extension 5267 E-mail: jshew@douglas-county.com</p> <p>Carrie F. Moore, Chief Deputy County Clerk Extension 5279 E-mail: cmoore@douglas-county.com</p> <p>Mr. Keith Browning, Director of Public Works Extension 5293 E-mail: kbrowning@douglas-county.com</p>	<p>GILMORE & BELL, P.C. 100 N. Main, Suite 800 Wichita, Kansas 67202 Telephone: (316) 267-2091 Fax: (316) 262-6523</p> <p>Joe L. Norton, Esq. E-mail: jnorton@gilmorebell.com</p> <p>Garth J. Herrmann, Esq. E-mail: gherrmann@gilmorebell.com</p> <p>Ms. Robyn R. Dunlap, Senior Legal Assistant E-mail: rdunlap@gilmorebell.com</p> <p>Ms. Katherine B. Daniels, Legal Assistant E-mail: kdaniels@gilmorebell.com</p>
ISSUER'S COUNSEL	PAYING AGENT
<p>STEVENS & BRAND, L.L.P. 900 Massachusetts, Suite 500 P.O. Box 189 Lawrence, Kansas 66044-0189 Telephone: (785) 843-0811 Fax: (785) 843-0341</p> <p>Evan H. Ice, Esq. E-mail: EIce@stevensbrand.com</p>	<p>TREASURER OF THE STATE OF KANSAS Landon State Office Building 900 Southwest Jackson, Suite 201 Topeka, Kansas 66612-1235 Telephone: (785) 296-4148 Fax: (785) 296-7950</p> <p>Ms. Carmen J. Klopping, Director of Bond Services E-mail: carmen@treasurer.state.ks.us</p>
FINANCIAL	
<p>PIPER JAFFRAY & CO. 11150 Overbrook Road, Suite 310 Leawood, Kansas 66211-2298 Telephone: (913) 345-3351 Fax: (913) 345-3393</p> <p>Mr. Greg Vahrenberg, Managing Director Telephone: (913) 345-3374 E-mail: Gregory.m.vahrenberg@pjc.com</p>	