

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JUNE 26, 2013

4:00 p.m. Only

-Consider approval of the minutes for May 15, 2013

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;

REGULAR AGENDA

- (2) Consider authorization to proceed with Project No. 2012-14, Route 458 improvements from Banning's Corner to US-59 highway, and consider letter of support for Federal Lands Access Program project application (Keith Browning)
- (3) Authorize Chair of the County Commission to executive the Engineering Services Agreement with Benesch/DRG Engineers for engineering design services for the replacement of Bridge No. 10.00N-16.38E (Keith Browning)
- (4) Consider approval of a resolution authorizing and providing for the sale, issuance and delivery of General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013, 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 (Sarah Plinsky)
- (5) (a) Consider approval of Accounts Payable (if necessary)
(b) Appointments
 -Douglas County Senior Services - Vacancy
(c) Public Comment
(d) Miscellaneous
- (6) Adjourn

WEDNESDAY, JULY 3, 2013

1:00 p.m. Meeting

-Update on new Public Works Facility (Sarah Plinsky)

MONDAY, JULY 8, 2013

8:30 a.m.-Noon -Budget Review with the County Commissioners

TUESDAY, JULY 9, 2013

9:00 a.m.-Noon -Budget Review with the County Commissioners

WEDNESDAY, JULY 10, 2013

8:30 a.m.-Noon -Budget Review with the County Commissioners

THURSDAY, JULY 11, 2013

9:00 a.m.-Noon -Budget Review with the County Commissioners

FRIDAY, JULY 12, 2013

12:00 p.m.-1:30 p.m. Planning Commission Orientation lunch in the City Commission room

WEDNESDAY, JULY 17, 2013

WEDNESDAY, JULY 24, 2013

WEDNESDAY, JULY 31, 2013

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.*



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : June 13, 2013

Re : Consider authorization to proceed with Project No. 2012-14; CIP Project #89
Route 458 improvements from Banning's Corner to US-59 highway
Consider letter of support for Federal Lands Access Program project application

The referenced project includes pavement rehabilitation and construction of 6.5'-wide paved shoulders on approximately 2.5 miles of Route 458 from the east end of the Banning's Corner curve (at approximately E 1050) to US-59 highway. Roadside safety will be improved by the construction of paved shoulders, flatter ditch front slopes and back slopes, and replacement of narrow culverts. The CIP includes \$2,000,000 for this project with construction scheduled for 2014.

Plans are being developed in-house and are nearly complete. Before proceeding with rights-of-way and easements acquisition, environmental permitting, and utility relocations, this department requests BOCC authorization to proceed with the project.

Upon authorization to proceed with the project, we plan to apply for Kansas Federal Lands Access Program (FLAP) funding for this project. This is a new program that provides funding for projects on transportation facilities that are owned or maintained by a state, county, tribal or city government and that provide access to, are adjacent to, or are located within a federal land. Route 458 is one of the roadways providing primary access to Clinton Lake and surrounding federal lands. The State of Kansas receives approximately \$700,000 per year in available FLAP funding. We plan to request \$500,000 towards the cost of the Route 458 project. A draft copy of the completed application form is attached. Applications are due by July 1.

In support of the FLAP funding application form, we request the BOCC Chair sign a letter of support for the project. A sample copy of a letter of support is attached.

Action Required: Consider authorizing Public Works to proceed with Project No. 2012-14, Route 458 improvements from Banning's Corner to US-59 highway, and consider authorizing the BOCC Chair to sign a letter of support for the project to accompany an application for Kansas Federal Lands Access Program funding.

June 26, 2013

Stephanie Lind, Transportation Planner
Central Federal Lands Highway Division
12300 West Dakota Avenue, Ste 380B
Lakewood, CO 80228

Re: Letter in support of Douglas County, KS application for FLAP funding
Route 458 improvements from Clinton Lake Park to US-59 highway
Douglas County Project No. 2012-14

Dear Ms. Lind:

The Board of County Commissioners for Douglas County, Kansas fully supports the proposed project to rehabilitate the pavement, construct paved shoulders, and improve roadside safety for Route 458 from Clinton Lake Park to US-59 highway. This roadway section provides primary access to Clinton Lake Park, and carries significant motor vehicle and bicycle traffic. The proposed improvements will greatly increase safety for all road users.

Our Public Works department is applying for Kansas Federal Lands Access Program funding to help make this project a reality. I want to assure you that adequate funds are available in our Capital Improvement Program to fund the remaining project costs.

Thank you for your consideration of our application for funding for this important project.

VTY,

Mike Gaughan, Chair
Board of County Commissioners

Kansas Access Program Project Application

General Information:

The Programming Decisions Committee (PDC) of the Kansas Access Program will review project applications and rank them based on weighted selection criteria developed by the PDC. The selection criteria are reflective of needs in the state of Kansas and Federal regulations and guidelines.

It is important to note that the top ranked project is not guaranteed funding and the approved list of projects will be agreed upon by the PDC. Project approval resides with the PDC. The PDC will select a balanced program made up of some large projects with smaller projects used to maximize funding and address critical needs. Access Program funds are eligible for design, construction, or reconstruction and are not intended for maintenance (chipseal, potholes, etc.) projects. This Call for Projects is anticipated to program between \$3.8 – \$5.4 million. Preliminary engineering funding will be made available after the program selection process has been completed. Construction and construction engineering funding will become available in fiscal year 2014 and each succeeding fiscal year.

Access Program projects require a non-federal match of 20%. By submission of an application you are acknowledging the match requirement and indicating that funds are available. If the project is selected you will be expected to enter into an agreement for the completion of project scoping by Central Federal Lands that will result in a more accurate project scope, schedule and budget. If the PDC and the applicant agree with the project scope and cost then an agreement for the project will be executed with the applicant agreeing to provide 20% of the project cost as non-federal match.

Instructions:

Applications must be received by **July 1, 2013** to be considered.

1. All project applications must be submitted using the Kansas Access Program Project Application form. Complete the project application to the best of your ability. It is the responsibility of the entity proposing a project to supply the necessary information to complete the project application. It is understood that data may not be available for all of the project application questions, but the agency may use anecdotal information as a substitute.
2. Complete Project Application Signature Pages.
3. Email your completed application package to cfl.planning@dot.gov

If you are considering this application for your project and would like assistance in completing this form, contact:
Stephanie Lind, Transportation Planner

Central Federal Lands Highway Division
12300 West Dakota Ave, Ste 380B
Lakewood, CO 80228
Phone: 720-963-3555 stephanie.lind@dot.gov

Additional information on the Access Program is located at www.cflhd.gov/programs/flap/ks

Checklist of Requirements for Certification:

- Signed support page/letter from applicant and applicable Federal Land Management Agency (back pages)
- Verification in application that match requirements are met
- Project maps (include one identifying termini)
- Project photos
- Video tour of project limits (optional but strongly encouraged), mailed in an electronic format
- Supplemental alternative transportation worksheet (alternative transportation projects only) [Link to form](#)

Kansas Access Program Project Application

General Project Information

Project Identification:

Project Name:	
Facility Name:	Local Route #:
Other (local) Facility Names/Designator (if any):	
Agency with Jurisdiction (authority to control traffic):	
Agency currently maintaining facility:	
Functional Classification:	
<input type="checkbox"/> National Highway System <input type="checkbox"/> Arterial <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Road	
Termini (Latitude/Longitude):	
Begin:	End:
Project Length:	Miles
Road Width, Existing:	Road Width, Proposed:
Posted speed limit of facility:	Proposed speed limit:
Project is designed to the following standard:	
<input type="checkbox"/> AASHTO <input type="checkbox"/> State <input type="checkbox"/> Local Government <input type="checkbox"/> Federal Lands Highway (FLH)	

1. Provide a brief summary of the project (stay within space provided):

2. Description of project need: summarize the need for this project, what purpose does this project serve (List physical and functional deficiencies, anticipated changes in road use, or known safety problems. Describe consequences and actions that will be taken if Access Program funding is not received).

3. Description of the proposed work (Provide a summary of the work required to complete this project:)

Kansas Access Program Project Application

4. Key Items of work (check all that apply):

- | | | |
|---|--|--|
| <input type="checkbox"/> Paving | <input type="checkbox"/> Road base or surface Course | <input type="checkbox"/> Major concrete structures |
| <input type="checkbox"/> Major culverts | <input type="checkbox"/> Safety enhancements | <input type="checkbox"/> Earthwork |
| <input type="checkbox"/> Bridges | <input type="checkbox"/> Minor drainage improvements | <input type="checkbox"/> Bicycle/Pedestrian facilities |
| <input type="checkbox"/> Technical study | <input type="checkbox"/> Roadside safety structures | <input type="checkbox"/> Transit Facilities |
| <input type="checkbox"/> Other (specify): _____ | | |

Note: Applications that include alternative transportation elements (transit, bicycle, pedestrian, etc), please fill out the supplemental worksheet for alternative transportation, it can be found at: <http://www.cflhd.gov/programs/flap/documents/AlternativeTransportationWorksheet.pdf>

5. Right-of-Way Acquisition:

All ROW costs must be accounted for by the applicant, whether borne by the applicant or included as project cost. ROW acquired by the applicant will be detailed under the project cost estimate including in-kind estimates for match.

Is right-of-way acquisition required? Yes No Not Applicable If “no” then proceed to Utilities item

Classification of right-of-way required for project:

- Extensive (5 or more private owners) Minor (1-5 private owners)

How does the applicant plan to acquire and pay for right-of-way and how long will it take to acquire the right-of-way? Describe the key issues and circumstances.

6. Utilities:

All utility relocation costs must be accounted for by the applicant, whether borne by the applicant or included as project cost. Utility relocation costs estimated by the applicant will be detailed under the project cost estimate including in-kind estimates for match.

Identify utilities in the roadway corridor.

Would relocation be required? Yes No

How does the Cooperator plan to pay for utility relocation? What length of time will it take to coordinate or relocate utilities?

Criteria 1 - Access Mobility and Connectivity:

1. What Federal Land Management Agencies (FLMA) are accessed by this project:

Name of FLMA	Site(s) or Major Destinations Accessed	Distance from Project (miles)	Annual Visitation Estimate

Kansas Access Program Project Application

2. Provide any available traffic data from recent counts or other documented sources:

	Current	20-Year Projection	Data Source
Average Daily Traffic (ADT)			
Seasonal Average Daily Traffic			
Recreation Visitor Days (RVD)			
% ADT as FLMA visitors/users	%	%	

Note: If no data (i.e., counts) are available, please estimate range. (< 200, 200-500, 500-1000, > 1000 vehicles per day)

3. Describe how the project will provide access to high use FLMA recreational site(s):

4. Does the project provide facilities for alternative transportation? Explain in detail. Alternative mode improvements could include transit, bicycles, pedestrians, equestrians, park-and-rides, etc. *Note: This will not apply to all projects. Applications specifically for alternative transportation facilities should attach the Alternative Transportation Worksheet, located here: [Link](#)*

5. How will the project enhance the experience of visitors to the relative FLMA? (e.g. enhanced way-finding, interpretation at vehicle pull-off, etc):

Kansas Access Program Project Application

Criteria 2 - Condition:

1. List structures and sufficiency ratings included in the project, if any:

National Bridge Inventory Structure #	Bridge Dimension Length x Width	Bridge Sufficiency Rating

2. Describe the current road condition (using standard pavement condition rating, if available):

3. How would the proposed project affect maintenance and operating costs of the existing transportation network?

Criteria 3 - Safety:

1. Describe any known safety risks (e.g. crash sites, inadequate sight distance, roadside hazards, poor vertical/horizontal alignment, hazardous intersections, inadequate lane and shoulder widths, etc):

Kansas Access Program Project Application

2. How will the project correct safety issues noted above? Describe the benefits of the project (ex: if available, include crash reduction factors or benefit/cost to support your answer):

Criteria 4 - Economic Development

1. Describe how the project supports economic development at the local, regional, or state level:

2. Describe any economic benefit for Federal Lands due to the project (e.g. renewable, non-renewable or recreational resources):

Kansas Access Program Project Application

Criteria 4 - Funding, Coordination and Cost:

1. Project Cost Estimate

Fill in amount for appropriate scope items given the Central Federal Lands unit cost listed after each item. When applicable, unit cost is based on a two-lane road. Check all that apply. (If detailed estimate exists for this project it may be used instead of this standard calculation, or if project doesn't fit well into this estimating format.)

- Bridge replacement
Square Feet (SF) of Bridge: _____ x \$250/SF = \$ _____
- Pulverize and aggregate surfacing
Number of Miles: _____ x \$200k/mile = \$ _____
- 3R (i.e., Pulverize/Pave)
Number of Miles: _____ x \$600k/mile = \$ _____
- Light 4R (i.e., Regrade Road Template)
Number of Miles (gravel only): _____ x \$700k/mile = \$ _____
Number of Miles (asphalt): _____ x \$900k/mile = \$ _____
- Medium 4R (i.e., Widening, Minor Wall Work)
Number of Miles: _____ x \$1.5M/mile = \$ _____
- Heavy 4R (i.e., Major Widening, Major Wall Work)
Number of Miles: _____ x \$3.0M/mile = \$ _____
- Right of way \$ _____
- Utilities \$ _____
- Other: _____
Unit: _____ x \$ _____ /unit = \$ _____
- Preliminary Engineering/Construction Engineering
Use 20% of the total cost unless more detailed information is available \$ _____

ESTIMATED TOTAL COST OF PROPOSED PROJECT: \$ _____

2. Funds requested from Federal Lands Access Program: \$ _____

3. What is the amount, source and timing of project match (year(s) available):

Kansas Access Program Project Application

Criteria 6 - Natural and Cultural Resource Protection

1. Describe any environmental studies and/or permitting that is completed on this project:

2. Identify any known natural or cultural resources associated with this project):

Negative Impact	Positive Impact	No Impact	Unknown Impact	Resource
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wetlands/Water Resources
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Threatened & Endangered Species
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sensitive Species
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other biological resources (fisheries, wildlife, species of concern, etc)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wild & Scenic River
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Non-attainment areas (air quality)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Historic & archaeological resources
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Native American areas/concerns
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wilderness or roadless areas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parks & recreation areas/wildlife refuge (Section 4(f)/6(f))
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hazardous materials
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Air, noise, and/or visual impacts, list _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dust or particulate matter
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other, please explain _____

Kansas Access Program Project Application

Project endorsement can be printed, signed and submitted as separate PDF, or signed electronically.

Project Endorsement - Agency with Title or Maintenance Responsibility

By signing this sponsorship form, the representative certifies that the projects provides access to, is adjacent to, or are located within a Federal recreational site or Federal economic generator. The signatory also certifies that maintenance funding will be provided for a period not less than 20 years.

1. Agency submitting application: _____

2. Name of authorized agency official: _____

3. Title: _____

4. Signature: _____

5. Date: _____

6. Email: _____

7. Telephone: _____

8. Comments on proposed project (letter of support allowed, please attach):

Kansas Access Program Project Application

Project endorsement can be printed, signed and submitted as separate PDF, or signed electronically.

Project Endorsement - Federal Land Management Agency

By signing this sponsorship form, the FLMA representative certifies that the projects provides access to, is adjacent to, or are located within a Federal recreational site or Federal economic generator.

1. Federal Land Management Agency (FLMA) supporting project: _____
2. Name of FLMA representative: _____
3. Title: _____
4. Signature: _____
5. Date: _____
6. Email: _____
7. Telephone: _____
8. Comments on proposed project (letter of support allowed, please attach):



DOUGLAS COUNTY PUBLIC WORKS

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Lawrence, KS 66044-3350
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dgcopubw@douglas-county.com
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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMO TO: Board of County Commissioners

From: Keith A. Browning, P.E., Director of Public Works/County Engineer

Date: June 21, 2013

RE: Project No. 2013-20
Replacement of Bridge No. 10.00N-16.38E
Consider approving Engineering Services Agreement

The Capital Improvement Program includes a project to replace the bridge on Route 458 over Coal Creek. This bridge is located approximately one quarter mile east of the intersection of Route 458 and Route 1055 south to Baldwin. This bridge replacement is in the CIP for construction in 2014 in the amount of \$1,750,000. The existing bridge is a 63 foot span reinforced concrete rigid frame structure constructed in 1937 over Coal Creek.

On March 29, we notified the BOCC that we intended to issue a Request For Proposals for consulting engineering services for this project. We then requested proposals from 10 engineering consultants. We received proposals from 7 of them. The selection committee of Terese Gorman, Agamani Sen, and myself reviewed the proposals and selected 3 consultants to interview: BG Consultants, Finney & Turnipseed, and Benesch/DRG Engineers. After the interviews, we selected Benesch/DRG Engineers to begin negotiations of a design contract.

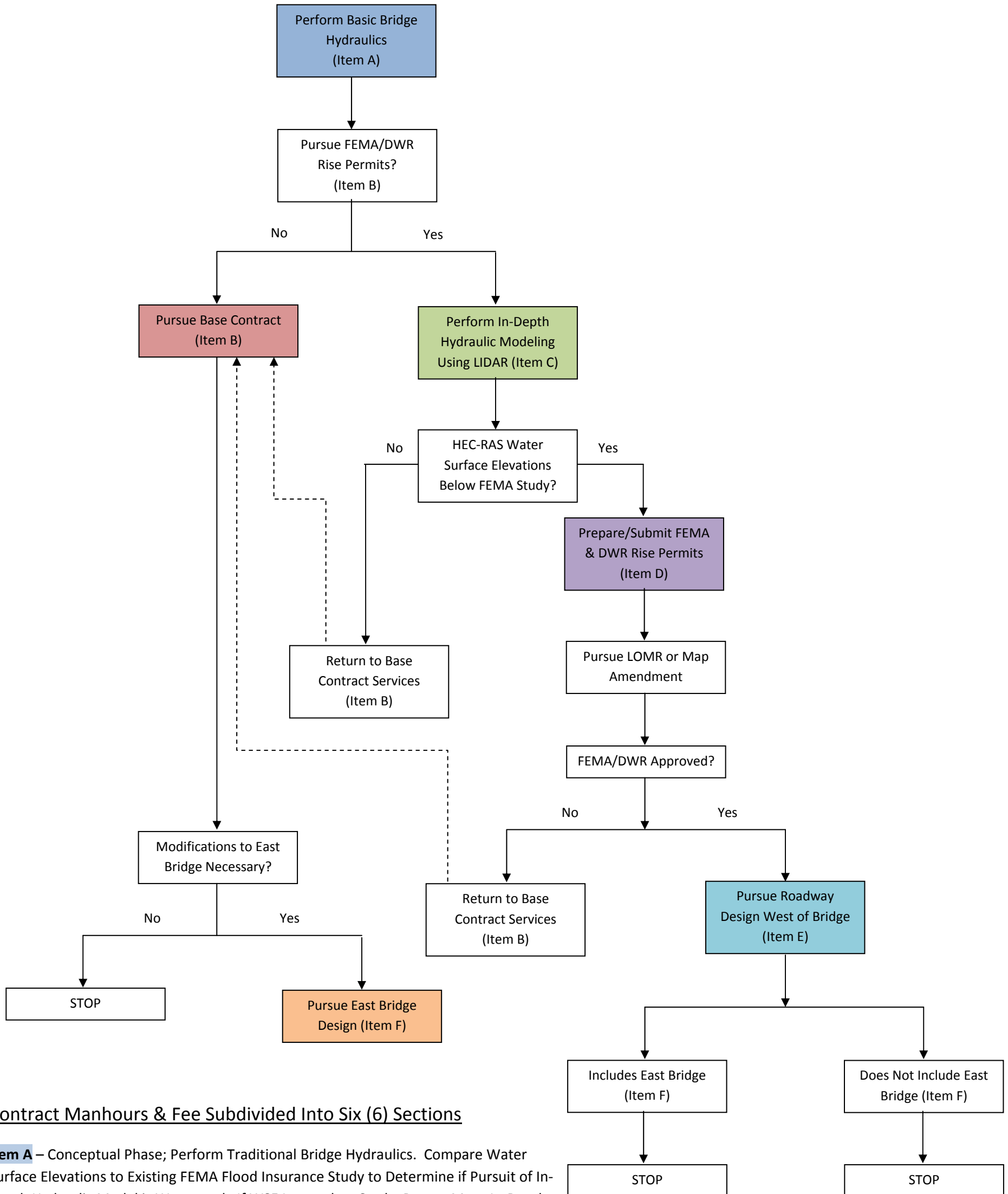
Since this road is designated a principal arterial, we wanted the consultant to locate the bridge above the 100 year flood elevation and consider the need to raise the profile of Route 458 to this same elevation so the road would not need to be closed during a flood event. Whether we raise the road as part of this project or as a future project has yet to be determined.

This created a complex Scope of Services with several decision points during the design process. The consultant has prepared a design fee structure that allows us to make choices during the design depending on the information that is determined during the hydraulic modeling. The base contract includes the initial conceptual phase of hydraulic analysis, design of the bridge, and construction phase services for the total amount of \$118,418.85. If it is determined that all items in the Scope of Services will be designed and constructed, the Engineering Services would total \$265,147.10. Attached is a Project Flow Chart which is very helpful in understanding the design process and the decisions that need to be made at each step in the process.

Action Required: Authorize the Chair of the County Commission to execute the Engineering Services Agreement with Benesch/DRG Engineers for engineering design services for the replacement of Bridge No. 10.00N-16.38E.

Project Flow Chart

Douglas County - Replacement Bridge 10.00N-16.38E Over Coal Creek



Contract Manhours & Fee Subdivided Into Six (6) Sections

Item A – Conceptual Phase; Perform Traditional Bridge Hydraulics. Compare Water Surface Elevations to Existing FEMA Flood Insurance Study to Determine if Pursuit of In-Depth Hydraulic Model is Warranted. If WSE Lower than Study, Pursue More In-Depth Model. If WSE Higher, Evaluate Longer Bridge to Achieve a No-Rise Situation.

Item B – Base Contract; Includes Design of New Bridge over Coal Creek Along with the Minimal Required Roadway Modifications. This Approach will Develop a “Hump” in the Vertical Profile. The New Bridge would Be Raised Above at Least the 50-Year Storm (100-Year Desirable). This Section will also Include Adjustments Drainage Ditch East of Bridge. Surveying and Geotechnical Services Included in this Phase.

Item C – In-Depth Hydraulic Modeling Using LIDAR Information. This Analysis will be Performed in Preparation of Rise Permit Submittal to FEMA and DWR. Once this Expanded Model is Developed, a Final Decision Regarding Pursuit of Permits will be Made By Douglas County.

Item D – Prepare/Submit FEMA Rise Permits. This Involves Preparing the Permits and All Exhibits Necessary for Either a LOMR or Map Amendment. Coordination Meetings with FEMA, DWR, and Douglas County are Also Included in this Section.

Item E – Design of Roadway Modifications West of Bridge if Directed By County. This Involves Roadway Design Work Necessary to Raise the Grade Along Route 458 (1000 Road) Extending West Across the Coal Creek Floodway (Approximately 1200 Feet).

Item F – Modification/Replacement of Bridge East of Coal Creek. This Design May Be Necessary as a Result of the Vertical Grade Change at the Coal Creek Bridge.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
DOUGLAS COUNTY, KANSAS
HELD ON JUNE 26, 2013**

The governing body met in special session at the usual meeting place in the County, at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Chairman 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 PROVIDING FOR THE SALE, ISSUANCE AND DELIVERY OF GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS, SERIES 2013, 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 Chairman declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 13-[__] 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)

Clerk

RESOLUTION NO. 13-[]

OF

DOUGLAS COUNTY, KANSAS

ADOPTED

JUNE 26, 2013

\$14,410,000*

**GENERAL OBLIGATION REFUNDING AND
SALES TAX IMPROVEMENT BONDS
SERIES 2013**

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms 3

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2013 Bonds..... 12
Section 202. Description of the Series 2013 Bonds..... 12
Section 203. Designation of Paying Agent and Bond Registrar 13
Section 204. Method and Place of Payment of the Bonds 14
Section 205. Payments Due on Saturdays, Sundays and Holidays 14
Section 206. Registration, Transfer and Exchange of Bonds..... 14
Section 207. Execution, Registration, Authentication and Delivery of Bonds 15
Section 208. Mutilated, Lost, Stolen or Destroyed Bonds 16
Section 209. Cancellation and Destruction of Bonds Upon Payment..... 16
Section 210. Book-Entry Bonds; Securities Depository 17
Section 211. Nonpresentation of Bonds..... 18
Section 212. Preliminary and Final Official Statement..... 18
Section 213. Sale of the Bonds – Bond Purchase Agreement..... 18

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer..... 18
Section 302. Selection of Bonds to be Redeemed; Notice and Effect of Call for Redemption 20

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds..... 21
Section 402. Levy and Collection of Annual Tax 21

ARTICLE V

**ESTABLISHMENT AND RATIFICATION OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS**

Section 501. Creation and Ratification of Funds and Accounts..... 21

Section 502. Deposit of Series 2013 Bond Proceeds	22
Section 503. Application of Moneys in Project Fund	22
Section 504. Substitute Project; Reallocation of Proceeds	23
Section 505. Application of Moneys in Debt Service Account.....	23
Section 506. Application of Moneys in the Redemption Fund	24
Section 507. Deposits and Investment of Moneys	24
Section 508. Application of Moneys in the Costs of Issuance Account.....	24
Section 509. Application of Moneys in the Compliance Account	24
Section 510. Application of Moneys in the Redemption Fund	24

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund	25
Section 602. Application of Moneys in the Revenue Fund.....	25

ARTICLE VII

PARTICULAR COVENANTS

Section 701. Covenant Not to Cancel Sales Tax.....	25
Section 702. Financial Records and Reports	25
Section 703. Annual Budget.....	25
Section 704. Annual Audit	26
Section 705. Owners' Right of Inspection.....	26
Section 706. Performance of Duties	26

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Additional Bonds; Incorporation by Reference.....	26
--	----

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Remedies.....	27
Section 902. Limitation on Rights of Owners.....	27
Section 903. Remedies Cumulative	27

ARTICLE X

DEFEASANCE

Section 1001. Defeasance 28

ARTICLE XI

TAX COVENANTS

Section 1101. General Covenants 28
Section 1102. Survival of Covenants 28

ARTICLE XII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1201. Disclosure Requirements 29
Section 1202. Failure to Comply with Continuing Disclosure Requirements 29

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301. Amendments 29
Section 1302. Notices, Consents and Other Instruments by Owner 30
Section 1303. Notices 31
Section 1304. Inconsistent Provisions 31
Section 1305. Electronic Transactions 31
Section 1306. Further Authority 31
Section 1307. Severability 31
Section 1308. Governing Law 31
Section 1309. Effective Date 31

EXHIBIT A – FORM OF BONDS A-1

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RESOLUTION NO. 13-[]

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE SALE, ISSUANCE AND DELIVERY OF GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS, SERIES 2013, 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, the Issuer is authorized under K.S.A. 12-187 *et seq.*, as amended (the “Act”), to establish a countywide retailers' sales tax and to issue sales tax revenue and general obligation bonds to finance certain public improvements within the boundaries of the upon obtaining the approval of at least a majority of the qualified electors of the Issuer voting on the question; and

WHEREAS, pursuant to Resolution No. 94-42 and the Act, the Issuer heretofore held an election on November 8, 1994, to establish a countywide retailers' sales tax in the amount of 1% (the “Sales Tax”), a portion of which shall be received by the Issuer and used for general governmental purposes, including the issuance of sales tax revenue and general obligation bonds, and various other purposes set forth in said proposition, including but not limited to the acquisition and operation of a County detention facility and the acquisition, construction and improvements for the Lawrence-Douglas County Health Department; and

WHEREAS, it was found and determined that more than a majority of the qualified electors of the Issuer voting on such proposition had voted in favor of the establishment of the Sales Tax and the issuance of said bonds for the purpose aforesaid; and

WHEREAS, the Issuer has heretofore issued its General Obligation Sales Tax Bonds, Series 1999-A, dated July 1, 1999 (the “Series 1999-A Bonds”) to pay the costs of various capital improvements and to refund previously issued temporary notes that provided interim financings for a portion of the costs of such improvements; and

WHEREAS, the Issuer has heretofore issued its General Obligation Refunding and Sales Tax Improvement Bonds, Series 2003-A, dated May 1, 2003 (the “Series 2003-A Bonds”) to refund a portion of the Series 1999-A Bonds, maturing in the years 2015 and 2016, in the aggregate principal amount of \$5,915,000 and certain previously issued temporary notes that provided interim financings for a portion of the costs of certain capital improvements in the Issuer; and

WHEREAS, the Issuer has heretofore issued its General Obligation Refunding and Sales Tax Improvement Bonds, Series 2004-A, dated February 1, 2004 (the “Series 2004-A Bonds”) to refund a portion of the Series 1999-A Bonds, scheduled to mature on August 1, 2007, to February 1, 2014, in the aggregate principal amount of \$12,975,000; and

WHEREAS, the Issuer has heretofore issued its General Obligation Sales Tax Refunding Bonds, Series 2012-A, dated June 4, 2012 (the “Series 2012-A Bonds”) to refund a portion of the Series 2003-A Bonds, scheduled to mature in the years 2013 to 2016, in the aggregate principal amount of \$6,140,000; and

WHEREAS, the Issuer has heretofore issued its Taxable General Obligation Sales Tax Refunding Bonds, Series 2012-B, dated June 4, 2012 (the “Series 2012-B Bonds”) to refund a portion of the Series 2004-A Bonds, scheduled mature in the years 2014 to 2019, in the aggregate principal amount of \$5,560,000; and

WHEREAS, other than the Series 2004-A Bonds, the Series 2012-A Bonds and the Series 2012-B Bonds, the Issuer does not have Outstanding any sales tax revenue bonds, general obligation bonds or temporary notes heretofore authorized by the election and the Act which are secured by the Sales Tax; and

WHEREAS, pursuant to Resolution No. 13-17, the Issuer has authorized certain capital improvements (collectively, the “Project”) to be financed, in part, from the proceeds of its general obligation sales tax bonds secured by the Sales Tax:

<u>Description</u>	<u>Authority</u>	<u>Amount*</u>
Communications System Improvements	K.S.A. 12-187 <i>et seq.</i>	\$ 7,000,000
Public Works Facility	K.S.A. 12-187 <i>et seq.</i>	<u>14,000,000</u>
Total:		<u>\$21,000,000</u>

* Exclusive of costs of issuance

; and

WHEREAS, none of such general obligation sales tax bonds so authorized have heretofore been issued and the Issuer desires to issue \$[_____] principal amount of such general obligation sales tax bonds to finance a portion of the Project; and

WHEREAS, the Issuer has heretofore issued its General Obligation Bonds, Series 2006-A, dated August 15, 2006 (the “Series 2006-A Bonds”) to finance certain capital improvements of the Issuer; and

WHEREAS, the Issuer is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Issuer for the purpose of refunding a portion of the Series 2006-A Bonds scheduled to mature in 2016 in the aggregate principal amount of \$88,000 (the “Refunded Bonds”); and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, to reduce debt service requirements of the Issuer for certain years, to restructure the debt payments on the Refunded Bonds and to provide an orderly plan of finance for the Issuer, it has become desirable and in the best interest of the Issuer and its inhabitants to refund the Refunded Bonds.

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 Supplemental Bond Resolution shall have the following meanings:

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.* and K.S.A. 12-187 *et seq.*, all as amended and supplemented from time to time.

“Additional Bonds” means any Bonds issued pursuant to and in accordance with *Article VIII* of the Series 1999-A Bond Resolution.

“Ambac” shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.

“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 Insurance Policy” means, with respect to any series of Bonds, the municipal bond insurance policy, financial guaranty bond or financial guaranty insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Bond Insurer” means: (a) with respect to the Series 2004-A Bonds, Ambac; and (b) with respect to Additional Bonds, the entity set forth in the supplemental resolution authorizing such Additional Bonds.

“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 for any series of Bonds 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 Treasurer of the State of Kansas, Topeka, Kansas, and any successors and assigns.

“Bond Resolution” means collectively the Series 1999-A Bond Resolution, the Series 2004-A Bond Resolution, the Series 2012 Bond Resolution, the Series 2013 Bond Resolution and any

supplemental resolutions authorizing the issuance of any Additional Bonds, specifically including this resolution.

“Bonds” means collectively the Series 2004-A Bonds, Series 2012 Bonds, the Project Portion of the Series 2013 Bonds, and any Additional Bonds authorized and issued by the Issuer pursuant to this Bond Resolution or any Supplemental 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.

“Chairman” means the duly elected and acting Chairman, or in the Chairman's absence, the duly appointed and/or elected Vice Chairman or Acting Chairman 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 or applicable thereto.

“Compliance Account” means the Compliance Account for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013 created pursuant to *Section 501* hereof.

“Consultant” means the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

“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 utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

“Costs of Issuance” means all costs of issuing the Bonds, including 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 Refunding and Sales Tax Improvement Bonds, Series 2013 created pursuant to *Section 501* hereof.

“County” means Douglas County, Kansas.

“Dated Date” means, with respect to the Series 2013 Bonds, July 22, 2013.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013 (within the Bond and Interest Fund) created 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.

“Disclosure Undertaking” means the Issuer’s Omnibus Continuing Disclosure Undertaking relating to certain obligations contained in the SEC Rule.

“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.

“Escrow Instruction Letter” means the Escrow Instruction Letter, dated as of the Dated Date, between the Issuer and the State Treasurer.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

“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; or

(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 (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate for the Series 2013 Bonds, 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 a Project which has been duly authorized by action of the governing body of the Issuer to be financed by Bonds, less: (a) the amount of any Bonds of the Issuer which is 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.

“Fitch” means Fitch Ratings, 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, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof or any Supplemental Resolution.

“Insurance Trustee” means: (a) with respect to the Series 2004-A Bonds, The Bank of New York, New York, New York, or its successors under the Bond Insurance Policy, as insurance paying agent, as trustee or its successors, and (b) with respect to Additional Bonds, the entity set forth in the supplemental resolution authorizing such Additional Bonds.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which, with respect to the Series 2013 Bonds, shall be February 1 and August 1 of each year, commencing February 1, 2014.

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

“Issuer” means the 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.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year.

“Moody's” means Moody's Investor's Service, Inc., 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 with notice to the Bond Insurer.

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

(a) To the Issuer at:

Douglas County Courthouse
1100 Massachusetts
Lawrence, Kansas 66044
Attention: Clerk

(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

(c) To the Purchaser:

Piper Jaffray & Co.
11150 Overbrook, Suite 310
Leawood, Kansas 66211-2298
Fax: (913) 345-3393

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
99 Church Street
New York, New York 10007

Standard & Poor's Ratings Group,
a division of the McGraw-Hill Companies
25 Broadway
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 Municipal Bond Clerk.
- (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 Series 2013 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 1001* of the Series 1999-A Resolution;
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder; and
- (d) Bonds, the principal or interest of which has been paid by the Bond Insurer.

“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.

“Parity Bond Resolutions” means the Series 1999-A Bond Resolution, the Series 2004-A Bond Resolution, the Series 2012 Bond Resolution, this Series 2013 Bond Resolution, and other Supplemental Resolutions under which any other Parity Bonds shall be issued.

“Parity Bonds” means the Series 2004-A Bonds, the Series 2012 Bonds, the Series 2013 Bonds and any Additional Bonds hereafter issued that meet the requirements of *Sections 802* or *804* of the Series 1999-A Bond Resolution.

“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 Treasurer of the State of Kansas, Topeka, Kansas, 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 Issuer, 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 or the federal home loan mortgage corporation; (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; (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); or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, 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.

“Project” shall mean the capital projects referred to in the preamble to this Bond Resolution and any Substitute Project.

“Project Fund” means the Project Fund for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013 created by *Section 501* hereof.

“Project Portion” means that portion of the Series 2013 Bonds that is providing financing for the Project and which will be secured by and payable from the Revenues of the Sales Tax.

“Purchase Price” means, with respect to the Series 2013 Bonds, the amount set forth in the Bond Purchase Agreement.

“Purchaser” means, with respect to the Series 2013 Bonds, Piper Jaffray & Co., Leawood, Kansas, and any successor and assigns.

“Rating Agency” means Moody's, Standard & Poor's, Fitch and any other company, agency or entity that provides ratings for the Bonds.

“Rebate Fund” means the Rebate Fund for General Obligation Refunding and Sales Tax Improvement, Series 2013 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 such Interest Payment Date.

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

“Redemption Fund” means the Redemption Fund for Refunded Bonds created pursuant to *Section 501* hereof.

“Redemption Price” when used with respect to any Bond to be redeemed means 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.

“Refunded Bonds” means a portion of the Series 2006-A Bonds maturing in the year 2016 described as follows:

<i>Maturity Date</i>	<i>Maturity Amount</i>	<i>Redemption Amount</i>
09/01/2016	\$115,000	\$88,000

; and

“Refunded Bonds Paying Agent” means the respective paying agent for each series of the Refunded Bonds as designated in the respective Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Bonds.

“Refunded Bonds Redemption Date” means September 1, 2013.

“Refunded Bonds Resolution” means each resolution which authorized the Refunded Bonds.

“Refunding Portion” means that portion of the Series 2013 Bonds that is providing financing to refund the Refunded Bonds and which will **not** be secured by or payable from the Revenues of the Sales Tax.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 209* hereof.

“Revenue Fund” means the Sales Tax Revenue Fund referred to in *Section 501* hereof.

“Revenues” means the Issuer's portion (as determined in accordance with the Act) of the receipts collected from the implementation of the Sales Tax, together with any investment earnings on such collections in accordance with the provisions of the Bond Resolution.

“Sales Tax” means the one percent (1%) retailers' sales tax collected within the boundaries of the Issuer which was authorized by an election held on November 8, 1994.

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

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

“Series 1999-A Bonds” means the Issuer's General Obligation Sales Tax Bonds, Series 1999-A, dated July 1, 1999.

“Series 1999-A Bond Resolution” means Resolution No. 99-32 of the Issuer which authorized the Series 1999-A Bonds.

“Series 2004-A Bond Resolution” means Resolution No. 04-05 of the Issuer which authorized the Series 2004-A Bonds.

“Series 2004-A Bonds” means the Issuer’s General Obligation Refunding and Sales Tax Improvement Bonds, Series 2004-A, dated February 1, 2004.

“Series 2006-A Bonds” means the Issuer's General Obligation Bonds, Series 2006-A, dated August 15, 2006.

“Series 2012 Bond Resolution” means the resolution which authorized the Series 2012 Bonds.

“Series 2012 Bonds” means collectively the Series 2012-A Bonds and the Series 2012-B Bonds.

“Series 2012-A Bonds” means the Issuer’s General Obligation Sales Tax Refunding Bonds, Series 2012-A, dated June 4, 2012.

“Series 2012-B Bonds” means the Issuer’s Taxable General Obligation Sales Tax Refunding Bonds, Series 2012-B, dated June 4, 2012.

“Series 2013 Bonds” means the General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013, authorized and issued by the Issuer pursuant to this Bond Resolution.

[**“Series 2013[-_____] Term Bonds”** means the Series 2013 Bonds scheduled to mature in the year ____.]

[**“Series 2013[-_____] Term Bonds”** means the Series 2013 Bonds scheduled to mature in the year ____.]

[**“Series 2013-2033 Term Bonds”** means the Series 2013 Bonds scheduled to mature in the year 2033.]

“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 Rating Group, a Division of the McGraw-Hill Companies, 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 with notice to the Bond Insurer.

“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 Project” means a substitute or additional Project authorized in the manner set forth in *Section 504(a)* of this Bond Resolution.

“Supplemental Bond Resolution” means this resolution and any supplemental or amendatory resolution under which any Additional Bonds are hereafter issued.

“Term Bonds” means any Bonds designated as Term Bonds in the Bond Resolution or in any Supplemental Resolution authorizing the issuance of Additional Bonds.

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

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

“Value” as of any particular time of determination, means, (a) with respect to cash, the face value thereof, and (b) with respect to any Permitted Investments, the lower of the cost of the investment or the market price of the investment on the date of valuation.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2013 Bonds. There shall be issued and are hereby authorized and directed to be issued the General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013, of the Issuer in the aggregate principal amount of \$14,410,000* for the purpose of providing funds to: (a) pay a portion of the costs of the Project; (b) pay costs of issuance of the Series 2013 Bonds; and (c) refund the Refunded Bonds.

Section 202. Description of the Series 2013 Bonds. The Series 2013 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 Series 2013 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:

[SERIAL BONDS]

<u>Stated Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2014	\$	_____ %	2024	\$	_____ %
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		

[TERM BONDS]

<u>Stated Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
	\$ _____	_____ %]
2033	\$ _____	_____ %]

The Series 2013 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. The Series 2013 Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of **Section 210** hereof.

Each of the Series 2013 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 Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2013 Bonds and Bond Registrar with respect to the registration, transfer and exchange of Series 2013 Bonds. The Chairman and Clerk of the Issuer are hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2013 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. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, 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 (which shall be in the continental United States), 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 therefor 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 Bond Insurer or 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 Chairman, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Chairman 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 Chairman 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 Series 2013 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 Series 2013 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 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. Any series of bonds may 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.

(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 appropriate 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 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 June 17, 2013, relating to the Series 2013 Bonds, 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 Chairman 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(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds – Bond Purchase Agreement. The Chairman 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 Bond Resolution, with such changes therein as shall be approved by the Chairman, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Series 2013 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.

(a) **Optional Redemption.** At the option of the Issuer, Series 2013 Bonds maturing in the year 2015, will be subject to redemption and payment prior to maturity on August 1, 2014, and thereafter, as a whole or in part (selection of the amount of 2015 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. At the option of the Issuer, Series 2013 Bonds maturing in the years 2024 and thereafter, will be subject to redemption and payment prior to maturity on August 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of Series 2013 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.

(b) ***Mandatory Redemption.***

(1) *General.* The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. 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.

[(2) *The Series 2013 Term Bonds.* There are no Series 2013 Term Bonds.]

[(2) *The Series 2013-[_____] Term Bonds.* The Issuer shall, from the payments specified in **Section 602(b)** of the Series 1999-A Resolution which are to be deposited into the Debt Service Account, redeem on the dates set forth below the following principal amounts of Series 2013-[_____] Term Bonds:

**Principal
Amount**

Year

*

*Final Maturity

[(2) *The Series 2013-2033 Term Bonds.* The Issuer shall, from the payments specified in **Section 602(b)** of the Series 1999-A Resolution which are to be deposited into the Debt Service Account, redeem on the dates set forth below the following principal amounts of Series 2013-2033 Term Bonds:

**Principal
Amount**

Year

2033*

*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; Notice and Effect of Call for Redemption

The manner of selection of Series 2013 Bonds to be redeemed and the provision for notice of such redemption shall be in the manner set forth in **Sections 302** and **303** of the Series 1999-A Resolution, which are incorporated herein by reference.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Series 2013 Bonds are general obligations of the Issuer payable as to both principal and interest, to the extent 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. 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.

The Project Portion of the Series 2013 Bonds shall be general obligations of the Issuer payable as to both principal and interest from the Revenues derived from the Sales Tax, 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 lien of the Project Portion of the Series 2013 Bonds on the Revenues shall be on a parity with the Parity Bonds.

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

The ad valorem taxes 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 ad valorem taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the respective Debt Service Account of the Bond and Interest Fund 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 ad valorem taxes 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 ad valorem taxes are collected.

ARTICLE V

ESTABLISHMENT AND RATIFICATION OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation and Ratification of Funds and Accounts. Simultaneously with the issuance of the Series 2013 Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Project Fund for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013.

(b) Debt Service Account for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013.

(c) Costs of Issuance Account for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013.

(d) Rebate Fund for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013.

(e) Redemption Fund for Refunded Bonds.

(f) Compliance Account for General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Series 2013 Bonds are Outstanding.

The following separate Funds and Accounts created and established in the treasury of the Issuer in the Parity Bond Resolutions are hereby ratified and confirmed:

(a) Sales Tax Revenue Fund;

(b) Sales Tax Surplus Fund;

(c) Debt Service Account for the General Obligation Sales Tax Refunding Bonds, Series 2004-A;

(d) Debt Service Account for the General Obligation Sales Tax Refunding Bonds, Series 2012-A; and

(e) Debt Service Account for the Taxable General Obligation Sales Tax Refunding Bonds, Series 2012-B.

The Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of the Parity Bond Resolutions.

Section 502. Deposit of Series 2013 Bond Proceeds. The net proceeds received from the sale of the Series 2013 Bonds shall be deposited simultaneously with the delivery of the Series 2013 Bonds as follows:

(a) The sum of \$[_____] shall be deposited in the Costs of Issuance Account.

(b) The sum of \$[_____] shall be deposited in the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Series 2013 Bonds shall be deposited in the Project Fund.

Section 503. Application of Moneys in Project Fund. Moneys in the Project Fund shall be used for the sole purpose of : (a) paying the costs of the Project, 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 Issuer's Administrator or designate and approved by the governing body of the Issuer; (b) paying interest on the Project Portion of the Series 2013 Bonds during construction of the Project; (c) for paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by *Section 50[6]* hereof.

Withdrawals from the Project Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Project shall be supported by a certificate executed by the Issuer's Administrator or designate 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, and that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other purposes shall be supported by a certificate executed by the Issuer's Administrator or designate stating that such payment is being made for a purpose within the purpose of this Bond Resolution. Upon completion of the Project, any surplus remaining in the Project Fund shall be deposited in the Debt Service Account.

Section 504. Substitute Project; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other improvements to be financed with proceeds of the Series 2013 Bonds provided the following conditions are met: (1) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project 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 Series 2013 Bonds to pay the Financeable Costs of the Substitute Project 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 Series 2013 Bonds to include the Substitute Project; and (4) the use of the proceeds of the Series 2013 Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax-exempt status of the Series 2013 Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Series 2013 Bond proceeds among all Projects financed by the Series 2013 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 Series 2013 Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2013 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 each series of the Series 2013 Bonds as and when the same become due and the usual and customary fees and expenses of the 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 each series of the Series 2013 Bonds and the fees and expenses of the 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 Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Series 2013 Bonds are no longer entitled to enforce payment of the Series 2013 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 Series 2013 Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account-2013 after the retirement of the Series 2013 Bonds shall be transferred and paid into the Revenue Fund.

Section 506. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the purchase of the Escrowed Securities pursuant to the Escrow Instruction Letter pending redemption of the Refunded Bonds on the Refunded Bonds Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited and invested in accordance with the provisions of *Section 506* of the Series 1999-A Resolution.

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 Series 2013 Bonds, shall be transferred to the Project Fund until completion of the Project and thereafter to the Compliance Account or the 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 Series 2013 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.

Section 510. 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 Series 2013 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 rebatable arbitrage, 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 Series 2013 Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article X* hereof, the obligation to pay rebatable arbitrage 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 Series 2013 Bonds.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that as long as any of the Bonds (other than the Refunding Portion of the Series 2013 Bonds) remain Outstanding and unpaid, all of the Revenues derived and received by the Issuer from the Sales Tax shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be mingled with any other moneys, revenues, Funds and Accounts. Upon receipt, such Revenues will be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in *Article VI* of the Series 1999-A Bond Resolution, as modified by *Section 602* hereof.

Section 602. Application of Moneys in the Revenue Fund. The Issuer covenants and agrees that as long as any of the Bonds shall remain Outstanding and unpaid, the Issuer will administer and allocate, as of the first day of each month, all of the moneys then held in the Revenue Fund in the order set forth in *Section 602* of the Series 1999-A Bond Resolution, provide that deposits into the Debt Service Account shall be deposited into such account on a parity basis with transfers into the Debt Service Account described in *Section 602(a)* of the Series 1999-A Bond Resolution and other Parity Bond Resolutions.

ARTICLE VII

PARTICULAR COVENANTS

The Issuer covenants and agrees with each of the purchasers and Owners of the Bonds that so long as any of the Bonds (other than the Refunding Portion of the Series 2013 Bonds) remain Outstanding and unpaid:

Section 701. Covenant Not to Cancel Sales Tax. So long as any Bonds remain Outstanding, the Issuer will take no action, and will contest any action or attempted action, to cancel the Sales Tax or the collection of Revenues therefrom.

Section 702. Financial Records and Reports. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Revenues and the Sales Tax. Such accounts shall show the amount of Revenues received from the Sales Tax, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to generally accepted accounting principles. The Treasurer shall make reports to the governing body of the Issuer, not less frequently than quarterly, relative to such Revenues and the application thereof.

Section 703. Annual Budget. Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated Revenues for the next succeeding Fiscal Year, which may be included within the general budget of the Issuer. The Clerk, promptly upon the filing of said budget in the Clerk's office, will mail a copy of said budget to the Purchaser, the applicable Bond Insurer and the Fiscal Agent. Said annual budget shall be prepared in accordance with the requirements of the laws of the State, and shall contain normal budgetary items, including:

- (a) An estimate of the receipts from the Sales Tax during the next ensuing Fiscal Year; and
- (b) A statement of the amount of principal and interest to be paid on Outstanding Bonds to be paid from the Sales Tax during the next Fiscal Year.

Section 704. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the Revenues from the Sales Tax, which may be included within the general audit of the Issuer, for the preceding Fiscal Year by an Independent Accountant to be employed for that purpose. Said annual audit may be a component of the Issuer's overall audit and shall include:

- (a) A classified statement of the Revenues received during the previous Fiscal Year;
- (b) A complete balance sheet as of the end of each Fiscal Year with the amount on hand at the end of such year in each of the Funds and Accounts created by and referred to in this Bond Resolution;
- (c) A statement of all Bonds matured or redeemed and interest paid on Bonds during said Fiscal Year; and
- (d) Such remarks and recommendations regarding the practices and procedures of administering the Revenues and its accounting practices as said accountants may deem appropriate.

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 said audit shall be mailed to the Purchaser, the Bond Insurer and to the Fiscal Agent. Such audits 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, user or Owner.

As soon as possible after the completion of such annual audit, the governing body of the Issuer shall review such audit, and if any audit shall disclose that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer covenants and agrees that, to the extent it has power to do so, it will promptly cure such deficiency and will promptly (within 60 days) proceed to take such actions as may be necessary to adequately provide for such requirements.

Section 705. Owners' Right of Inspection. The Owner or Owners of any of the Bonds and the Bond Insurer shall have the right at all reasonable times to inspect the records, accounts and data relating thereto, and any such Owner shall be furnished all such information concerning the Revenues which such Owner may reasonably request.

Section 706. Performance of Duties. The Issuer will faithfully and punctually perform all duties and obligations with respect to the Revenues and the Sales Tax now or hereafter imposed upon the Issuer by the Constitution and laws of the State of Kansas and by the provisions of this Bond Resolution.

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Additional Bonds; Incorporation by Reference. The provisions of *Article VIII* of the Series 1999-A Bond Resolution are incorporated herein by reference.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. 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.

The Issuer hereby directs the Paying Agent to notify the Owners and Bond Insurer of any Event of Default of which it has actual notice.

Section 902. 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 903. 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 X

DEFEASANCE

Section 1001. Defeasance. When any or all of the Bonds 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 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 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; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (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 302(a)* 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 XI

TAX COVENANTS

Section 1101. 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 Series 2013 Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Chairman 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 Series 2013 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1102. 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 Series

2013 Bonds pursuant to *Article X* hereof or any other provision of the Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE XII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1201. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1202. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301. 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 Bond Insurer and 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 the Bond Insurer and 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 Bond Insurer and 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 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 Bond Insurer and 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, shall be delivered to the Bond Insurer 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 Bond Insurer and 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 1302. 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 1303. 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 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; given to the Notice Representative at the Notice Address. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. 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 1304. Inconsistent Provisions. In case any one or more of the provisions of this Bond Resolution or of the Bonds issued hereunder shall for any reason be inconsistent with the provisions of any Parity Resolution or any Parity Bonds: (a) the provisions of any Parity Resolution adopted prior to this Bond Resolution shall prevail with respect to Parity Bonds issued prior in time, so long as such Parity Bonds are Outstanding; and (b) the provisions of this Bond Resolution shall prevail with respect to any Parity Resolution adopted subsequent to the Bond Resolution, so long as any Parity Bonds issued under this Bond Resolution are Outstanding.

Section 1305. Electronic Transactions. The issuance of the Series 2013 Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1306. Further Authority. The officers and officials of the Issuer, including the Chairman 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 1307. Severability. If any section or other part of this Supplemental 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 1308. Governing Law. This Supplemental Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1309. Effective Date. This Supplemental 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 June 26, 2013.

(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 above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on June 26, 2013, as the same appears of record in my office.

DATED: June 26, 2013.

Jameson D. Shew, County Clerk

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EXHIBIT A
(FORM OF SERIES 2013 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 REFUNDING AND SALES TAX IMPROVEMENT BOND
SERIES 2013**

Interest Rate:	Maturity Date:	Dated Date: July 22, 2013	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, 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, 2014 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal of this Series 2013 Bond shall be paid at maturity to the person in whose name this Series 2013 Bond is registered at the maturity date thereof, upon presentation and surrender of this Series 2013 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 Series 2013 Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2013 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. or any Registered Owner of \$500,000 or more in aggregate principal amount of Series 2013 Bonds, by electronic transfer to such Registered 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 (which shall be in the continental United States), 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 Series 2013 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 SERIES 2013 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 Series 2013 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 Series 2013 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 Series 2013 Bond to be executed by the manual or facsimile signature of its Chairman 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)
Chairman

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013, 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 0022-023-072213-[____]

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Series 2013 Bonds. This Series 2013 Bond is one of an authorized series of bonds of the Issuer designated "General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013," aggregating the principal amount of \$14,410,000* (the "Series 2013 Bonds") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance and prescribing the form and details of the Series 2013 Bonds (the "Bond Resolution"). The Series 2013 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. 10-427 *et seq.*, K.S.A. 12-187 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Series 2013 Bonds constitute 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. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Series 2013 Bond and the issue of which it is a part as the same respectively become due. The Project Portion of the Series 2013 Bonds constitute general obligations of the Issuer payable as to both principal and interest from the revenues derived by the Issuer's portion of the receipts from a one percent (1%) retailers' sales tax collected within the boundaries of the Issuer authorized by the electors of the Issuer on November 8, 1994 (the "Sales Tax"), 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 Project Portion of Series 2013 Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Revenues derived by the Issuer from the Sales Tax and in all other respects with the Issuer's Outstanding General Obligation Refunding and Sales Tax Improvement Bonds, Series 2004-A, dated February 1, 2004; General Obligation Refunding and Sales Tax Improvement Bonds, Series 2012-A, dated June 4, 2012 and Taxable General Obligation Refunding and Sales Tax Improvement Bonds, Series 2012-B, dated June 4, 2012. *Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue Additional Bonds payable from the same source and secured by the Revenues on a parity with said Revenues; provided, however, that such Additional Bonds may be*

so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.

Certain Covenants. The Issuer hereby covenants with the Owner of this Series 2013 Bond to keep and perform all covenants and agreements contained in the Bond Resolution, and the Issuer will not cancel the collection of the Sales Tax so long as the Series 2013 Bonds (other than the Refunding Portion) remain Outstanding. Reference is made to the Bond Resolution for a description of the covenants and agreements made with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Series 2013 Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Owners thereof.

Redemption Prior to Maturity. The Series 2013 Bonds are subject to redemption prior to maturity, as follows

Optional Redemption. At the option of the Issuer, the Series 2013 Bonds maturing on August 1, 2015, will be subject to redemption and payment prior to maturity on August 1, 2014, or thereafter, as a whole or in part (selection of the amount of such 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. At the option of the Issuer, the Series 2013 Bonds maturing August 1, 2024 and thereafter, will be subject to redemption and payment prior to maturity on August 1, 2023, or thereafter, as a whole or in part (selection of maturities and the amount of Series 2013 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 Series 2013 Bonds maturing on August 1, 20[___] and 2033 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 Series 2013 Bonds for the purpose of redemption, it shall, in the case of Series 2013 Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Series 2013 Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Series 2013 Bond as though it were a separate Series 2013 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 Series 2013 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 Series 2013 Bonds or portions of Series 2013 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 Series 2013 Bonds or portions of Series 2013 Bonds shall cease to bear interest.

Book-Entry System. The Series 2013 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 Series 2013 Bond certificate with respect to each date on which the Series 2013 Bonds are stated to mature or with respect to each form of Series 2013 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 Series 2013 Bonds by the Securities Depository's participants, beneficial ownership of the Series 2013 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 Series 2013 Bond, as the owner of this Series 2013 Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2013 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 Series 2013 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 Registered Owner of this Series 2013 Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2013 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 Series 2013 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 Series 2013 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 Series 2013 Bond or Series 2013 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 Series 2013 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 Series 2013 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 Series 2013 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 Series 2013 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 CLERK

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

The undersigned, Clerk of Douglas County, Kansas, does hereby certify that the within Series 2013 Bond has been duly registered in my office according to law as of July 22, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
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 Series 2013 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**

\$14,410,000*

GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS

SERIES 2013

DATED AS OF JULY 22, 2013

\$14,410,000*
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013

[BPA Date]

Chairman and
Governing Body
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 this date (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 []: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 July 22, 2013, 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 June 17, 2013, 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”). For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the SEC (the “Rule”), promulgated under the 1934 Act, the Issuer has heretofore deemed the Preliminary Official Statement “final” as of its date, except for the omission of such information as is permitted by such Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, identity of the underwriters and other

terms of the Bonds depending on such matters. 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 the Rule and 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 from the Issuer's portion of the Sales Tax, and if not so paid, to the extent 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)(2)* 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.

(l) The Issuer has adopted an Omnibus Continuing Disclosure Undertaking (the “Disclosure Undertaking”) in which the Issuer covenants to provide and disseminate certain financial information, operating data and event notices in the manner and to the extent required by the Rule. The Bond Resolution contains a covenant of the Issuer to apply the provisions of the Disclosure Undertaking to the Bonds. A summary of the Disclosure Undertaking is attached to the Preliminary Official Statement and Official Statement. Except to the extent disclosed in the Official Statement, at no time in the last five years has the Issuer failed to comply in any material respect with any of the informational reporting undertakings contained in any previous continuing disclosure undertakings made by the Issuer pursuant to the Rule.

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) Opinions dated as of the Closing Date, of Messrs. Gilmore & Bell, P.C. (“Bond Counsel”), substantially in the form attached hereto as *Exhibits B-1* and *B-2*.

(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 financial statements provided to the Purchaser, 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 such financial statements, and except in the ordinary course of business or as set forth in such financial statements, 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) A complete Transcript of the Proceedings relating to the issuance of the Bonds in CD-ROM format, which shall specifically include:

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

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

(iii) An executed copy of the Disclosure Undertaking.

(iv) 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.

(4) Receipt of a municipal bond rating by Moody's of at least "[___]".

SECTION 7. CONDITIONS TO THE ISSUER'S OBLIGATIONS

The obligations of the Issuer hereunder are subject to: (a) the Purchaser's performance of its obligations hereunder; and (b) the receipt of a certificate of the Paying Agent regarding the sufficiency of funds and Government Obligations held to provide for payment of the Refunded Bonds in accordance with the Bond Resolution.

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) Any financial rating assigned to the Bonds shall have been downgraded or withdrawn.

(m) 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.

(n) 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.

(o) 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 and the Refunded 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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: [BPA Date]
Time: ____:____ __.m.

By: _____
Managing Director

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

DOUGLAS COUNTY, KANSAS

Date: [BPA Date]
Time: ____:____ p.m.

By: _____
Chairman

ATTEST: (Seal)

By: _____
Clerk

EXHIBIT A

\$14,410,000*
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013

CALCULATION OF PURCHASE PRICE

Principal Amount	\$14,410,000*.00
Less Underwriter's Discount	-
Plus Original Issue Premium	
Less Original Issue Discount	-
<i>Total Purchase Price</i>	

MATURITY SCHEDULE

[SERIAL BONDS]

<u>Stated</u> <u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Price</u>	<u>Stated</u> <u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Price</u>
2014	\$			2026	\$		
2015				2027			
2016				2028			
2020				2029			
2021				2030			
2022				2031			
2023				2032			
2024				2033			
2025							

[TERM BONDS]

<u>Stated</u> <u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Price</u>
	\$		
2033			

(Plus accrued interest from July 22, 2013)

REDEMPTION OF BONDS

Redemption by Issuer.

Optional Redemption. (a) At the option of the Issuer, the Bonds maturing on [August 1, 2015,] will be subject to redemption and payment prior to maturity on [February 1, 2014,] and thereafter, as a whole or in part (selection of the amount of Bonds of such 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.

(b) At the option of the Issuer, Bonds maturing on August 1 in the years [2024], and thereafter, will be subject to redemption and payment prior to maturity on August 1, 20[___], 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.* The 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 Term Bonds:

<u>Principal Amount</u> \$	<u>Year</u>
	2033*

*Final Maturity]

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EXHIBIT B-1

FORM OF BOND COUNSEL OPINION

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

[July 22, 2013]

Governing Body
Douglas County, Kansas

Piper Jaffray & Co.
Leawood, Kansas

Re: \$14,410,000* General Obligation Refunding and Sales Tax Improvement Bonds,
Series 2013, of Douglas County, Kansas, Dated July 22, 2013

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 and prescribing the details 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 and are valid and legally binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest 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 irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due. The Refunding Portion (as said term is defined in the Bond Resolution) of the Bonds is also payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain public improvements originally financed by the Refunded Bonds. The Project Portion (as said term is defined in the Bond Resolution) of the Bonds is also payable as to both principal and interest from the Issuer's portion of the receipts from a local option retailers' sales tax imposed within the boundaries of the Issuer (the "Sales Tax") on a parity of lien with respect to such Sales Tax with any Parity Bonds (as said term is defined in the Bond Resolution).

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable 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 complies 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 that interest thereon be, or continue to be, excludable 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 have **not** been designated as "qualified tax-exempt obligations" for purposes of Code § 265(b)(3). 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/MLW:rrd

EXHIBIT B-2

FORM OF DEFEASANCE OPINION

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

[July 22, 2013]

Governing Body
Douglas County, Kansas

Piper Jaffray & Co.
Leawood, Kansas

Re: Douglas County, Kansas, General Obligation Bonds, Series 2006-A

This opinion is delivered to you in connection with the satisfaction, discharge and defeasance of the following described bonds originally issued by Douglas County, Kansas (the "Issuer") (the "Defeased Bonds"):

<i>Series</i>	<i>Dated Date</i>	<i>Defeased Amount</i>	<i>Year</i>	<i>Redemption Date</i>
2006-A	August 15, 2006	\$88,000	2016	September 1, 2013

The Defeased Bonds were issued pursuant to a resolution adopted by the governing body of the Issuer (the "Bond Resolution"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Resolution.

Provision has been made for the payment of the principal, redemption price, if any, and interest due or to become due on the Defeased Bonds to the above-referenced Redemption Date at the times and in the manner specified in the Bond Resolution, by the irrevocable deposit with the State Treasurer (the "Paying Agent"), the paying agent for the Defeased Bonds, pursuant to the terms of an Escrow Instruction Letter of even date herewith, between the Issuer and the Paying Agent (the "Escrow Instruction Letter"), of cash and government securities that, according to the Escrow Instruction Letter, will mature as to principal in amounts and at times that will provide sufficient moneys to make such payment.

We have examined the law, the Bond Resolution, the Escrow Instruction Letter and the other documents and certified proceedings that we deem necessary to render this opinion. 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. Provision has been made for payment of the Defeased Bonds in accordance with K.S.A. 10-427 *et seq.* All conditions precedent to the satisfaction, discharge and defeasance of the Defeased Bonds contained in the Bond Resolution have been complied with, and the Defeased Bonds are deemed to be paid and discharged under the Bond Resolution.

2. Provision for the payment, discharge and defeasance of the Defeased Bonds will not, in and of itself, cause the interest on the Defeased Bonds to become included in gross income for federal income tax purposes.

In rendering the opinions set forth herein, we have relied upon the calculations and conclusions contained in the Escrow Instruction Letter without undertaking to verify the same.

We express no opinion with respect to the effect on the original status of the interest on the Defeased Bonds for federal income tax purposes of any actions taken or omitted to be taken by the Issuer or its affiliates with respect to the ownership, use or operation of the facilities financed or refinanced with the proceeds of the Defeased Bonds other than as stated in this opinion.

This opinion is delivered to you for your use only and may not be used or relied on by any third party for any purpose without our prior written approval in each instance.

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/MLW:rrd

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$14,410,000*

DOUGLAS COUNTY, KANSAS

GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013

DATED JULY 22, 2013

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

DOUGLAS COUNTY, KANSAS

\$14,410,000*

**GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013**

DATED JULY 22, 2013

CLOSING LIST

Copies of the transcript of proceedings, which will be in CD-ROM format unless otherwise noted, for the above referenced issue (the “Bonds”), will be prepared and distributed as follows:

1. Douglas County, Kansas (the “Issuer”) [Original + CD]
2. Stevens & Brand, L.L.P., Lawrence, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas [Original]
- 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. **Communications System Improvements**
 - Project Estimate
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 13-17
 - Resolution No. 13-17 authorizing communication system improvements
 - Affidavit of Publication of Resolution No. 13-17
2. **Public Works Facility Improvements**
 - Project Estimate
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 13-17
 - Resolution No. 13-17 authorizing public works facility improvements
 - Affidavit of Publication of Resolution No. 13-17

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE BONDS**

3. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 13-18
4. Resolution No. 13-18 authorizing the offering for sale of the Bonds
5. Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
6. Official Statement
7. Bond Purchase Agreement
8. Omnibus Continuing Disclosure Undertaking
9. Resolution No. 13-[___] authorizing the issuance and prescribing the form and details of the Bonds
10. Resolution No. 06-26 authorizing the Refunded Bonds
11. Escrow Instruction Letter
12. Subscriptions/Confirmations for the purchase of United States Government Obligations for Redemption Fund
13. Comprehensive Feasibility Report

CLOSING DOCUMENTS

14. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
15. Uniform Facsimile of Signature Certificate
16. Authorization of State Treasurer to use facsimile signature and seal
17. Specimen Bond and Bond Printer's Certificate
18. Agreement Between Issuer and Agent
19. DTC Documents
 - Blanket Letter of Representations
 - Underwriting Safekeeping Agreement
20. Rating Letter – Moody's
21. Closing Certificate

22. 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
Exhibit G – Allocation of Sources and Uses
Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

23. Approving legal opinion of Gilmore & Bell, P.C.
24. Defeasance Opinion of Gilmore & Bell, P.C.
25. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

26. Resolution No. 99-32 authorizing the Series 1999-A Bonds
27. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$14,410,000*
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013
DATED JULY 22, 2013

The undersigned Chairman 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 June 26, 2013, 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 01/14
	Commissioner	04/09 to 01/15
Nancy Thellman	Vice-Chair	01/12 to 01/14
	Commissioner	01/09 to 01/17
Jim Flory	Commissioner	01/09 to 01/17
Jameson D. Shew	Clerk	01/05 to 01/17

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 Chairman 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 to Resolution No. 13-[] (the “Bond Resolution”) of the Issuer for the purpose of:

(a) Paying a portion of the costs of certain capital improvements (the “Improvements”) authorized by the governing body of the Issuer pursuant to K.S.A. 12-187 *et seq.*, as amended, and all other applicable provisions of the laws of the State of Kansas; and

(b) Refunding, pursuant to K.S.A. 10-427 *et seq.*, the following bonds of the Issuer (the “Refunded Bonds”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Year</i>	<i>Amount</i>
G.O. Bonds	2006-A	August 15, 2006	2016	\$88,000

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. The total principal amount of the Bonds issued to refund the Refunded Bonds does not exceed the aggregate amounts prescribed in K.S.A. 10-427, as amended. 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.....	<u>99,589,463</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$1,245,757,023

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, or the levy and collection of the Sales Tax to pay the principal of and interest on the Project Portion of the Bonds.

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

(SEAL)

Chairman

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013,
Dated July 22, 2013, of Douglas County, Kansas

Sources of Funds:

Principal Amount of the Bonds	\$14,410,000*.00
[Underwriter's Discount]	-
[Original Issue Premium]	
[Original Issue Discount]	-
<i>Total</i>	\$

Uses of Funds:

Deposit to Project Fund	\$
Deposit to Redemption Fund	
Deposit to Debt Service Account	
Costs of Issuance	
<i>Total</i>	\$

EXHIBIT B

DOUGLAS COUNTY, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of July 22, 2013)**

GENERAL OBLIGATION BONDS

<u>Category of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>	<u>Exempt Amount Outstanding</u>
G.O. Sales Tax Refunding Bonds, Series 2004-A	02/01/2004	08/01/2013	\$13,650,000	\$1,070,000	\$1,070,000
G.O. Bonds, Series 2006-A ⁽²⁾	08/15/2006	09/01/2013	255,000	27,000	0
G.O. Bonds, Series 2008-A	09/15/2008	09/01/2028	280,000	240,000	240,000
G.O. Refunding & Improvement Bonds, Series 2009-A	10/01/2009	09/01/2030	2,445,000	2,380,000	2,345,930
G.O. Sales Tax Refunding Bonds, Series 2012A	06/04/2012	08/01/2016	5,985,000	5,955,000	5,955,000
G.O. Taxable Sales Tax Refunding Bonds, Series 2012B	06/04/2012	08/01/2019	6,020,000	5,870,000	5,870,000
G.O. Refunding Bonds, Series 2012C	06/04/2012	09/01/2015	550,000	540,000	517,945
G.O. Taxable Refunding Bonds, Series 2012D	06/04/2012	08/01/2021	240,000	220,000	220,000
G.O. Bonds, Series 2012E	09/05/2012	08/01/2032	175,000	175,000	175,000
G.O. Refunding & Sales Tax Improvement Bonds, Series 2013 ⁽¹⁾	07/22/2013	08/01/2033	13,275,000	<u>14,410,000*</u>	<u>14,323,981*</u>
<i>Total</i>				<i>\$30,887,000</i>	<i>\$30,718,856</i>

⁽¹⁾ This issue

⁽²⁾ Excludes the portion being refunded.

*Subject to change

AGREEMENT BETWEEN ISSUER AND AGENT

\$14,410,000*
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013
DATED JULY 22, 2013

THIS AGREEMENT, dated as of July 22, 2013, 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 \$5,000, which is based on "Book-entry Only" Securities.

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 _____
Chairman

ATTEST:

By _____
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 REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013, DATED JULY 22, 2013**

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. 13-[] (the "Bond Resolution") of Douglas County, Kansas (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature in [] [2033] (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>	<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**

**\$14,410,000*
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013
DATED JULY 22, 2013**

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 July 22, 2013 (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: June 26, 2013

By: _____
Clerk

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

Dated: July ____, 2013

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: July ____, 2013

By: _____
Title: _____

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

Dated: July ____, 2013.

DEPOSITORY TRUST COMPANY

By: _____
Title: _____

Re: General Obligation Refunding and Sales Tax Improvement Bonds, Series 2013, dated July 22, 2013, of Douglas County, Kansas

Dated: July 22, 2013.

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

\$14,410,000*
DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION REFUNDING AND SALES TAX IMPROVEMENT BONDS
SERIES 2013
DATED JULY 22, 2013

The undersigned Chairman 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 July 22, 2013 (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 June 26, 2013 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. 10-427 *et seq.* and K.S.A. 12-187 *et seq.*, as amended, and Resolution No. 13-[___] of the Issuer duly adopted by the governing body of the Issuer on June 26, 2013 (the "Bond Resolution").

4. Purpose of the Bonds. The Bonds are being issued pursuant to the Bond Resolution for the purpose of:

- (a) Paying a portion of the costs of certain capital improvements (the "Improvements"); and
- (b) refunding the following bonds of the Issuer (the "Refunded Bonds"):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Years</i>	<i>Amount</i>
G.O. Bonds	2006-A	August 15, 2006	2016 to 2016	\$88,000

The purpose of the refunding is to restructure the debt payments on the Refunded Bonds and to provide an orderly plan of finance for the Issuer.

5. Security for the Bonds. The Bonds have been duly authorized, executed and delivered and are valid and legally binding general obligations of the Issuer. The Bonds are payable as to both principal and interest 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 irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

The Refunding Portion (as said term is defined in the Bond Resolution) is also payable as to both principal and interest from special assessments levied upon the property benefitted by the construction of certain public improvements originally financed by the Refunded Bonds.

The Project Portion (as said term is defined in the Bond Resolution) of the Bonds is also payable as to both principal and interest from the Issuer's portion of the receipts from a local option retailers' sales tax imposed within the boundaries of the Issuer (the "Sales Tax") on a parity of lien with respect to such Sales Tax with any Parity Bonds (as said term is defined in the Bond Resolution).

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. Continuing Disclosure Undertaking. The Issuer has heretofore adopted its Omnibus Continuing Disclosure Undertaking (the "Disclosure Undertaking"), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

9. 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 a tax to pay the principal of and interest on the Bonds, or the levy and collection of the Sales Tax to pay the principal of and interest on the Project Portion (as said term is defined in the Bond Resolution) of 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.

10. 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

Chairman

(SEAL)

Clerk

**DOUGLAS COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2013-A**

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. G. Craig Weinaug, Administrator Extension 5328 E-mail: cweinaug@douglas-county.com</p> <p>Ms. Sarah J. Plinsky, Assistant Co. Administrator Extension 5329 E-mail: splinsky@douglas-county.com</p> <p>Mr. Jamie Shew, County Clerk Extension 5267 E-mail: jshew@douglas-county.com</p> <p>Ms. Marni Penrod, Chief Deputy County Clerk Extension 5279 E-mail: mpenrod@douglas-county.com</p> <p>Ms. Robin Crabtree, Executive Secretary Extension 5268 E-mail: rcrabtree@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>Mitch L. Walter, Esq. E-mail: mwalter@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> <p>GILMORE & BELL, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108-2521 Telephone: (816) 221-1000 Fax: (816) 221-1018</p> <p>Alan Woolever, Esq. E-mail: awoolever@gilmorebell.com</p> <p>Michael McRobbie, Esq. E-mail: mmcrobbie@gilmorebell.com</p> <p>Mae Oberste, Legal Assistant E-mail: moberste@gilmorebell.com</p>
ISSUER'S COUNSEL	FINANCIAL ADVISOR
<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>PIPER JAFFRAY & CO. 11150 Overbrook, Suite 310 Leawood, Kansas 66211 Telephone: (913) 345-3374 Fax: (913) 345-3393</p> <p>Mr. Greg Vahrenberg E-mail: gregory.m.vahrenberg@pjc.com</p> <p>Ms. Kelli Manson Telephone: (913) 345-3323 E-mail: kelli.d.manson@pjc.com</p>

PAYING AGENT

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

Mr. Stan Jones, Director of Bond Services

E-mail: Stan@treasurer.ks.gov

**Ms. Shauna Fearnow,
Deputy Director of Bond Services**

Telephone: (785) 296-4160

E-mail: shauna@treasurer.state.ks.us