

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$9,660,000*

SEDGWICK COUNTY, KANSAS

**GENERAL OBLIGATION BONDS
SERIES B, 2018**

DATED NOVEMBER 15, 2018

Legal Opinion

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

SEDGWICK COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES B, 2018

DATED NOVEMBER 15, 2018

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Bonds”), and distributed as follows:

1. Sedgwick County, Kansas (the “Issuer”) [*Original + electronic*]
2. Eric R. Yost, Esq., Wichita, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas [*Original*]
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. [Purchaser], [City, State] (the “Original Purchaser”)
6. Springsted Incorporated, St. Paul, Minnesota (the “Municipal Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Charter Resolution No. 61 Proceedings**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Charter Resolution No. 61
 - Charter Resolution No. 61 exempting the County from the provisions of K.S.A. 68-728 and 68-729
 - Affidavit of Publication of Charter Resolution No. 61
 - Certificate of No Protest
2. **Road Improvements – Redmond Estates**
 - Project Estimate
 - Map of Improvement District
 - Petition
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 70-2016
 - Resolution No. 70-2016 authorizing road improvements (recorded)
 - Affidavit of Publication of Resolution No. 70-2016

3. **Bridge Improvements**
 - Project Estimate
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 027-2018
 - Resolution No. 027-2018 authorizing bridge improvements
 - Bridges financed:
 - 53rd St. N. between 231st St. W. and 247th St. W.
 - 295th St. W. between 45th St. N. and 53rd St. N.
 - Pawnee between 127th St. E. and 143rd St. E.
 - Pawnee between 143rd St. E. and 159th St. E.
4. **Economic Development Grant – Project Eclipse**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 069-2018
 - Resolution No. 069-2018 authorizing economic development grant
 - Affidavit of Publication of Resolution No. 069-2018

SPECIAL ASSESSMENT PROCEEDINGS

5. Excerpt of Minutes of the governing body meeting accepting the following documents:
 - Statement of Final Costs
 - Assessment Roll Certification
 - Notice of Public Hearing
 - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
6. Affidavit of Publication – Notice of Public Hearing
7. Certificate of Mailing – Notice of Public Hearing
8. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 112-2018
9. Resolution No. 112-2018 levying special assessments
10. Affidavit of Publication of Resolution No. 112-2018
11. Certificate of Mailing – Notice of Assessment
12. Certificate of Treasurer – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

13. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 129-2018
14. Resolution No. 129-2018 authorizing the offering for sale of the Bonds

15. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
16. Affidavit of publication of the Summary Notice of Bond Sale in *The Derby Informer*
17. Affidavit of publication of the Summary Notice of Bond Sale in the *Kansas Register*
18. Official Statement
19. Omnibus Continuing Disclosure Undertaking
20. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, and adoption of Resolution No. [____]-2018
21. Resolution No. [____]-2018 authorizing the issuance of the Bonds and prescribing the form and details of the Bonds

CLOSING DOCUMENTS

22. Transcript Certificate
 - Exhibit A*** – Incumbency of Officers
 - Exhibit B*** – Statement of Costs
 - Exhibit C*** – Schedule of Outstanding General Obligation Indebtedness
23. Uniform Facsimile of Signature Certificate
24. Authorization of State Treasurer to use facsimile signature and seal
25. Specimen Bond and Bond Printer's Certificate
26. Agreement Between Issuer and Agent
27. DTC Blanket Letter of Representations
28. Rating Letter – Standard & Poor's
29. Closing Certificate
30. Federal Tax Certificate
 - Exhibit A*** – Internal Revenue Service Form 8038-G and evidence of filing
 - Exhibit B*** – Receipt for Purchase Price
 - Exhibit C*** – Receipt and Representation
 - Exhibit D*** – Description of Property Comprising the Financed Improvements and List of Reimbursement Expenditures
 - Exhibit E*** – Sample Annual Compliance Checklist
 - Exhibit F*** – Sample Final Written Allocation
 - Schedule 1*** – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

- 31. Approving legal opinion of Gilmore & Bell, P.C.
- 32. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

- 33. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$9,660,000*
SEDGWICK COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES B, 2018
DATED NOVEMBER 15, 2018

The undersigned Chairman and Clerk of Sedgwick 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 October 24, 2018, 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 official newspaper of the Issuer was *The Derby Reporter (formerly The Daily Reporter)* from November 27, 1991 until December 31, 2008, *The Wichita Eagle* from January 1, 2009 until February 28, 2017, and *The Derby Informer (formerly The Derby Weekly Informer)* from March 1, 2017, to present.

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 persons listed in *Exhibit A* were and are the duly qualified and acting officers of the Issuer at the times indicated.

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 and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 19-101 *et seq.*, K.S.A. 68-728 *et seq.*, as amended by Charter Resolution No. 61, and K.S.A. 68-1103, as amended, and Resolution No. [____]-2018 of the Issuer duly adopted by the Governing Body of the Issuer on October 24, 2018 (the “Bond Resolution”) for the purpose of paying a portion of the costs of certain public improvements (the “Improvements”).

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. A Statement of Cost is attached hereto as ***Exhibit B*** 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 C*** 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 2018 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$4,862,459,765
Tangible Valuation of Motor Vehicles (2017)	<u>595,197,141</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$5,457,656,906

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

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

(SEAL)

Chairman

Clerk

EXHIBIT A

SEDGWICK COUNTY COMMISSIONS AND COUNTY CLERKS

County Commissioners

1985	Donald E. Gragg – Chairman Bernard A. Hentzen – Chairman Pro Tem Tom Scott	1986	Bernard A. Hentzen - Chairman Donald E. Gragg - Chairman Pro Tem Tom Scott
1987	Tom Scott - Chairman Mark F. Schroeder - Chairman Pro Tem David Bayouth Bernard A. Hentzen Billy Q. McCray	1988	Mark F. Schroeder - Chairman Billy Q. McCray - Chairman Pro Tem David Bayouth Bernard A. Hentzen Tom Scott
1989	Paul W. Hancock - Chairman Bernard A. Hentzen - Chairman Pro Tem David Bayouth Billy Q. McCray Mark F. Schroeder	1990	Mark F. Schroeder - Chairman David Bayouth - Chairman Pro Tem Paul W. Hancock Bernard A. Hentzen Billy Q. McCray
1991	Billy Q. McCray - Chairman Betsy Gwin - Chairman Pro Tem Paul W. Hancock Bernard A. Hentzen Mark F. Schroeder	1992	Betsy Gwin - Chair Mark F. Schroeder - Chairman Pro Tem Paul W. Hancock Bernard A. Hentzen Billy Q. McCray
1993	Mark F. Schroeder - Chairman Billy Q. McCray - Chairman Pro Tem Betsy Gwin Paul W. Hancock Thomas G. Winters	1994	Betsy Gwin - Chair Andrew L. Bias - Chairman Pro Tem Paul W. Hancock Thomas G. Winters Mark F. Schroeder
1995	Mark F. Schroeder - Chairman Thomas G. Winters - Chairman Pro Tem Betsy Gwin Paul W. Hancock Melody C. Miller	1996	Thomas G. Winters - Chairman Melody C. Miller - Chairman Pro Tem Betsy Gwin Paul W. Hancock Mark F. Schroeder
1997	Thomas G. Winters - Chairman Paul W. Hancock - Chairman Pro Tem Betsy Gwin Melody C. Miller Mark F. Schroeder	1998	Mark F. Schroeder - Chairman Paul W. Hancock - Chairman Pro Tem Betsy Gwin Thomas G. Winters Melody C. Miller
1999	Bill Hancock - Chairman Betsy Gwin - Chair Pro Tem Thomas G. Winters Carolyn McGinn Ben Sciortino	2000	Thomas G. Winters - Chairman Carolyn McGinn - Chair Pro Tem Bill Hancock Betsy Gwin Ben Sciortino

2001	Carolyn McGinn - Chair Ben Sciortino - Vice Chair Betsy Gwin Tim R. Norton Thomas G. Winters - Chair	2002	Ben Sciortino – Chairman Betsy Gwin, Chair Pro Tem Tim R. Norton Thomas G. Winters Carolyn McGinn
2003	Tim R. Norton - Chairman Thomas G. Winters - Chairman Pro Tem David M. Unruh Carolyn McGinn Ben Sciortino	2004	Thomas G. Winters - Chairman David M. Unruh - Chairman Pro Tem Tim R. Norton Carolyn McGinn Ben Sciortino
2005	David M. Unruh - Chairman Ben Sciortino - Chairman Pro Tem Tim R. Norton Thomas G. Winters Lucy Burnett	2006	Ben Sciortino - Chairman Lucy Burnett, Chair Pro Tem David M. Unruh Tim R. Norton Thomas G. Winters
2007	David M. Unruh - Chairman Thomas G. Winters, Chair Pro Tem Tim R. Norton Kelly Parks Gwen Welshimer	2008	Thomas G. Winters - Chairman Tim R. Norton, Chair Pro Tem David M. Unruh Kelly Parks Gwen Welshimer
2009	Kelly Parks - Chairman Gwen Welshimer, Chair Pro Tem David M. Unruh Tim R. Norton Karl Peterjohn	2010	Karl Peterjohn - Chairman Gwen Welshimer, Chair Pro Tem David M. Unruh Tim R. Norton Kelly Parks
2011	David M. Unruh - Chairman Tim R. Norton, Chair Pro Tem Karl Peterjohn Richard Ranzau James B. Skelton	2012	Tim R. Norton - Chairman James B. Skelton, Chair Pro Tem David M. Unruh Karl Peterjohn Richard Ranzau
2013	James B. Skelton - Chairman David M. Unruh, Chair Pro Tem Tim R. Norton Karl Peterjohn Richard Ranzau	2014	David M. Unruh, Chairman Tim R. Norton, Chair Pro Tem Karl Peterjohn Richard Ranzau James B. Skelton
2015	Richard Ranzau, Chairman Karl Peterjohn, Chair Pro Tem David M. Unruh Tim R. Norton James M. Howell	2016	James M. Howell, Chairman Richard Ranzau, Chair Pro Tem David M. Unruh Tim R. Norton Karl Peterjohn

2017 David M. Unruh, Chairman
Michael B. O'Donnell, II, Chair Pro Tem
David T. Dennis
Richard Ranzau
James M. Howell

2018 David T. Dennis, Chairman
David M. Unruh, Chair Pro Tem
Michael B. O'Donnell, II
Richard Ranzau
James M. Howell

County Clerks

1985-1992 Don Wright
1997-2000 James Alford
2009 - present Kelly B. Arnold

1993-1996 Susan E. Crocket-Spoon
2001-2008 Don Brace

EXHIBIT B

STATEMENT OF COST

Re: General Obligation Bonds, Series B, 2018, Dated November 15, 2018, of
Sedgwick County, Kansas

Sources of Funds:

Principal Amount of the Bonds	\$9,660,000*.00
Prepaid special assessments	117,406.07
[Underwriter's Discount]	-
Original Issue Premium	
[Original Issue Discount]	-
<i>Total</i>	<i>\$</i>

Uses of Funds:

Deposit to Grant Disbursement Fund	\$
Deposit to Improvement Fund	
Costs of Issuance	
[Underwriter's Compensation]	
<i>Total</i>	<i>\$</i>

EXHIBIT B

SEDGWICK COUNTY, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of November 15, 2018)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
Taxable G.O. Bonds, Series A, 2009 (BAB)	12/01/2009	08/01/2029	\$ 9,965,000	\$4,350,000	\$3,796,680
Taxable G.O. Bonds, Series A, 2010 (BAB)	12/15/2010	08/01/2030	6,625,000	3,440,000	3,440,000
G.O. Ref. Bonds, Series B, 2010	12/15/2010	08/01/2022	21,695,000	6,330,000	3,795,160
G.O. Bonds, Series A, 2011	10/01/2011	08/01/2031	7,890,000	3,885,000	2,523,527
G.O. Bonds, Series A, 2012	08/15/2012	08/01/2032	9,730,000	6,535,000	4,324,112
G.O. Bonds, Series A, 2013	09/12/2013	08/01/2033	9,290,000	6,275,000	3,452,341
G.O. Ref and Impr Bonds, Series A, 2015	11/19/2015	08/01/2035	11,145,000	9,100,000	5,601,175
G.O. Bonds, Series A, 2018	03/28/2018	08/01/2038	3,605,000	3,605,000	1,000,000
G.O. Bonds, Series B, 2018	11/15/2018	08/01/2038	9,660,000*	<u>9,660,000</u>	<u>3,087,478</u>
	Total			\$53,180,000	\$31,020,473

TEMPORARY NOTES

The Issuer does not have any Temporary Notes outstanding.

AGREEMENT BETWEEN ISSUER AND AGENT

\$9,660,000*
SEDGWICK COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES B, 2018
DATED NOVEMBER 15, 2018

THIS AGREEMENT, dated as of November 15, 2018, between Sedgwick 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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SEDGWICK COUNTY, KANSAS

(SEAL)

By _____
Chairman

ATTEST:

By _____
Clerk

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

(SEAL)

By _____
Director of Bond Services

ATTACHMENT “A”

SAMPLE

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

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
SEDGWICK COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES B, 2018, DATED NOVEMBER 15, 2018**

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. [____]-2018 (the "Bond Resolution") of Sedgwick County, Kansas (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature in [2038][____][____] (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> [____] 2038	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
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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.

SEDGWICK COUNTY, KANSAS

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

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

**\$9,660,000*
SEDGWICK COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES B, 2018
DATED NOVEMBER 15, 2018**

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 November 15, 2018 (the "Closing Date"), Sedgwick 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 [Purchaser], [City, State], 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: Kelly B. Arnold, 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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SEDGWICK COUNTY, KANSAS

Dated: October 24, 2018

By: _____
Clerk

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

Dated: _____

By: _____
Title: Director of Bond Services

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

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

Dated: _____.

DEPOSITORY TRUST COMPANY

By: _____

Title: _____

Re: General Obligation Bonds, Series B, 2018, dated November 15, 2018, of Sedgwick County, Kansas

Dated: November 15, 2018.

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

\$9,660,000*
SEDGWICK COUNTY, KANSAS
GENERAL OBLIGATION BONDS
SERIES B, 2018
DATED NOVEMBER 15, 2018

The undersigned Chairman and Clerk of Sedgwick 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 November 15, 2018 (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 October 24, 2018 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. 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. 19-101 *et seq.*, K.S.A. 68-728 *et seq.*, as amended by Charter Resolution No. 61, and K.S.A. 68-1103, as amended, and Resolution No. [____]-2018 of the Issuer duly adopted by the Governing Body of the Issuer on October 24, 2018 (the "Bond Resolution") for the purpose of paying a portion of the costs of certain public improvements (the "Improvements").

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable in part from special assessments levied upon the property benefited by the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated September 19, 2018 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official

Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

6. 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 Rating,” “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.

7. 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.

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

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WITNESS our hands and the seal of the Issuer.

Signature

Official Title

(SEAL)

Chairman

Clerk

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

[November 15, 2018]

Governing Body
Sedgwick County, Kansas

[Purchaser]
[City, State]

Re: \$9,660,000* General Obligation Bonds, Series B, 2018, of Sedgwick County,
 Kansas, Dated November 15, 2018

We have acted as Bond Counsel in connection with the issuance by Sedgwick 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 by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) 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. 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/GJH:rrd