

RESOLUTION NO. 2014-16

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN AMENDMENT TO AN EXISTING LOAN AGREEMENT BETWEEN LINCOLN COUNTY, KANSAS, AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE FIRST AMENDMENT TO THE LOAN AGREEMENT.

WHEREAS, pursuant to K.S.A. 2013 Supp. 75-5063 *et seq.* (the “Act”), the Secretary of Transportation (the “Secretary”) of the State of Kansas (the “State”) has heretofore entered into a certain Loan Agreement (the “Loan Agreement”) with Lincoln County, Kansas (the “Borrower”) dated July 1, 2013.

WHEREAS Borrower finds and determines that it is necessary, appropriate and desirable to enter into a First Amendment to the Loan Agreement to be dated effective June 1, 2014 (the “First Amendment”) and to complete and execute certain other documents relating thereto, and to take certain actions required in order to implement the First Amendment.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LINCOLN COUNTY, KANSAS:

Section 1. Authorization of Amendment to the Loan Agreement. The Borrower is hereby authorized to enter into the First Amendment, with an effective date of June 1, 2014, with Kansas Department of Transportation in that form attached hereto as *Exhibit A*, thereby amending the Agreement to the extent as specifically provided therein. The Chairman of Lincoln County, (the “Chairman”) and County Clerk, (the “Clerk”) are hereby authorized to execute the First Amendment in the form presented to the governing body at its meeting held on the date of this Resolution, with such changes or modifications thereto as may be approved by the Kansas Department of Transportation and Chairman and the Borrower’s legal counsel, the Chairman’s execution of the final First Amendment being conclusive evidence of such approval.

Section 2. Further Authority. The Chairman, Clerk, other officials and legal counsel of the Borrower are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and to make 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 4. Governing Law. This Resolution and the First Amendment shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body.

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ADOPTED by the governing body of Lincoln County, Kansas, on May 19, 2014, and signed by the Chairman.




Terry Finch, Chairman

ATTEST:


Dawn Harlow, County Clerk

APPROVED:


Jennifer O'Hare, County Counselor

KANSAS TRANSPORTATION REVOLVING FUND

**FIRST AMENDMENT TO A CERTAIN
LOAN AGREEMENT
BETWEEN**

**THE KANSAS DEPARTMENT OF TRANSPORTATION
AND
LINCOLN COUNTY, KANSAS**

This First Amendment (the "First Amendment") to a certain loan agreement dated July 1, 2013 (the "Loan Agreement"), by and between the Kansas Department of Transportation (the "KDOT"), acting on behalf of the State of Kansas, and Lincoln County, Kansas (the "Borrower"), shall be effective as of June 1, 2014.

WITNESSETH:

WHEREAS, the Borrower has heretofore entered into the Loan Agreement with the State of Kansas by and through KDOT; and

WHEREAS, said Loan Agreement was entered into for the benefit of the Borrower (TRF No. 0146); and

WHEREAS, the Borrower and KDOT have determined that it is necessary, appropriate and in the best interests of the parties to enter into this First Amendment and to complete and execute certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement as amended by the First Amendment.

WHEREAS, this First Amendment has been duly authorized by the County and KDOT and the prior written consent of the Kansas Development Finance Authority has been secured.

NOW THEREFORE the Borrower and KDOT mutually agree to amend the Loan Agreement by this First Amendment as follows:

Section 1. **Section 2.01** of the Loan Agreement is hereby amended by substituting in its entirety the express language provided for such at **Attachment 1** hereto in place of that language found at **Section 2.01** of the original Loan Agreement.

Section 2. **Exhibit B** to the Loan Agreement is hereby amended by substituting in its entirety the express language provided for such at **Attachment 1** and **AMENDED EXHIBIT B-1**, hereto for that of the language found at **Exhibit B** of the original Loan Agreement.

Section 3. The Loan Agreement is hereby amended to, and only to, the extent as herein provided, and the Loan Agreement as so amended is hereby confirmed and ratified in all respects.

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
LINCOLN COUNTY, KANSAS,
HELD ON MAY 19, 2014.**

The Governing Body met in regular session in the County Commissioners' Meeting Room, in the Lincoln County Administration Building, Lincoln Center, Kansas, at 8:00 a.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:

Resolution No. 2014-16

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN AMENDMENT TO AN EXISTING LOAN AGREEMENT BETWEEN LINCOLN COUNTY, KANSAS, AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE FIRST AMENDMENT TO THE LOAN AGREEMENT.

Thereupon, Commissioner Wallace moved that said Resolution be adopted. The motion was seconded by Commissioner Huehl. Said document was duly read and considered, and upon being put, the motion for the said adoption of said Resolution was carried by the vote of the Governing Body, the vote being as follows:

Yes: 3

No:

Thereupon, the Chairman declared said Resolution duly adopted and was then duly numbered Resolution No. 2014-16, and was signed by the Chairman and attested by the County Clerk

(Other Proceedings)

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



Dawn Harlow
Dawn Harlow, County Clerk

Resolution No. 2014-10 Exhibit A

IN WITNESS WHEREOF, KDOT and the Borrower have caused this First Amendment to be executed, sealed and delivered, effective as of effective date set forth above.

**THE KANSAS DEPARTMENT OF
TRANSPORTATION,**
acting on behalf of **THE STATE OF KANSAS**
"KDOT"

[Seal]

By: _____
Kent Olson, Director of Fiscal & Asset Management

LINCOLN COUNTY, KANSAS
"Borrower"

By: 
Terry Finch, Chairman



By: 
Dawn Harlow, County Clerk

APPROVED AS TO FORM AND
LEGALITY.

Jonathan P. Small, Chtd.
Special Counsel to Kansas
Department of Transportation

Date: _____

Attachment 1

AMENDED SECTION 2.01

To

Loan Agreement

Between

The Kansas Department of Transportation

Acting on behalf of

The State of Kansas

and

Lincoln County, Kansas

TRF PROJECT NO. TR 0146

Amended Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of funds, including proceeds of Bonds, KDOT hereby agrees to loan an amount not to exceed \$144,198.61 to the Borrower to pay all or a portion of the Project Costs of the Project described in *Exhibit A* to the original Loan Agreement. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule, to reflect reductions in the total Project Costs as a result of actual bids for construction, change orders, final actual costs, and prepayments. The Borrower shall be responsible for any costs incurred by the Borrower in connection with the Project in excess of the amount of the Loan. Any amendment to *AMENDED EXHIBIT B* shall be effected by written amendment to this Loan Agreement executed by all parties.

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**Attachment 1
AMENDED EXHIBIT B**

To

Loan Agreement

Between

The Kansas Department of Transportation

Acting on behalf of

The State of Kansas

and

Lincoln County, Kansas

TRF PROJECT NO. TR-0146

<p>APPROVED</p> <p>(Terry Finch, Chairman Initials)</p> <p>(Dawn Harlow County Clerk Initials)</p> <p>(Jennifer O'Hare, County Legal Counsel Initials)</p>

Interest Rate: 3.13% Service Fee: 0.25% Total Rate: 3.38%

Semi-Annual Payments*

<i>Pmt Date</i>	<i>Total Pmt</i>	<i>Principal</i>	<i>Interest</i>	<i>Fees</i>	<i>Annual Pmt</i>
02/01/15	\$ 2,396.84	\$ -	\$ 2,219.56	\$ 177.28	
08/01/15	8,427.37	5,990.41	2,256.71	180.25	\$ 10,824.21
02/01/16	2,335.72	-	2,162.96	172.76	
08/01/16	8,488.49	6,152.77	2,162.96	172.76	\$ 10,824.21
02/01/17	2,231.74	-	2,066.67	165.07	
08/01/17	8,592.47	6,360.73	2,066.67	165.07	\$ 10,824.21
02/01/18	2,124.24	-	1,967.12	157.12	
08/01/18	8,699.97	6,575.73	1,967.12	157.12	\$ 10,824.21
02/01/19	2,013.11	-	1,864.21	148.90	
08/01/19	8,811.10	6,797.99	1,864.21	148.90	\$ 10,824.21
02/01/20	1,898.22	-	1,757.82	140.40	
08/01/20	8,925.99	7,027.77	1,757.82	140.40	\$ 10,824.21
02/01/21	1,779.46	-	1,647.84	131.62	
08/01/21	9,044.75	7,265.29	1,647.84	131.62	\$ 10,824.21
02/01/22	1,656.67	-	1,534.14	122.53	
08/01/22	9,167.54	7,510.87	1,534.14	122.53	\$ 10,824.21
02/01/23	1,529.74	-	1,416.59	113.15	
08/01/23	9,294.47	7,764.73	1,416.59	113.15	\$ 10,824.21
02/01/24	1,398.51	-	1,295.07	103.44	
08/01/24	9,425.70	8,027.19	1,295.07	103.44	\$ 10,824.21
02/01/25	1,262.86	-	1,169.45	93.41	
08/01/25	9,561.35	8,298.49	1,169.45	93.41	\$ 10,824.21
02/01/26	1,122.61	-	1,039.58	83.03	
08/01/26	9,701.60	8,578.99	1,039.58	83.03	\$ 10,824.21
02/01/27	977.63	-	905.32	72.31	
08/01/27	9,846.58	8,868.95	905.32	72.31	\$ 10,824.21
02/01/28	827.74	-	766.52	61.22	
08/01/28	9,996.47	9,168.73	766.52	61.22	\$ 10,824.21
02/01/29	672.79	-	623.03	49.76	
08/01/29	10,151.42	9,478.63	623.03	49.76	\$ 10,824.21
02/01/30	512.60	-	474.69	37.91	
08/01/30	10,311.61	9,799.01	474.69	37.91	\$ 10,824.21
02/01/31	347.00	-	321.33	25.67	
08/01/31	10,477.21	10,130.21	321.33	25.67	\$ 10,824.21
02/01/32	175.79	-	162.79	13.00	
08/01/32	10,577.91	10,402.12	162.79	13.00	\$ 10,753.70
	\$ 194,765.27	\$ 144,198.61	\$ 46,826.53	\$ 3,740.13	\$ 194,765.27

* All numbers are represented herein as U.S. Dollars.

EXHIBIT B-1

To
Loan Agreement
Between
The Kansas Department of Transportation
Acting on behalf of
The State of Kansas
and
Lincoln County, Kansas

TRF PROJECT NO. TR 0146

Borrower's Notice Address:

Office of County Manager
Lincoln County, Kansas
Courthouse
216 East Lincoln Avenue
Lincoln, Kansas 67455

Dedicated Source of Revenue:

By official action of the Governing Body of the Lincoln County, Kansas, taken in a duly called regular session of said Governing Body and identified in its Resolution No. 2013-14 adopted July 1, 2013, the dedicated source of revenue by which the County shall repay the principal and all interest which shall become due hereunder is described as follows:

"The Borrower, Lincoln County, Kansas shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Borrower to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement."

Loan Repayment Schedule: See Attached *Exhibit B-2* which is incorporated by reference herein.

Loan Rate: 3.13%

Servicing Fee: .25% of the outstanding balance shall be charged the Borrower in addition to the interest rate charged as described herein. Said annual fee shall be paid at the time the principal and interest is to be paid.

The Borrower has made an irrevocable election not to capitalize interest on the Loan during the construction period for the Project and accordingly it will not be repaid as a part of the Loan. KDOT shall give the Borrower written notice of each semiannual installment of interest becoming due during the construction period. The Borrower shall pay such interest amounts not later than five (5) days prior to the date specified in the notice from KDOT. If the Borrower does not pay such amounts by the date specified in the notice from KDOT, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

EXHIBIT B-2

To
 Loan Agreement
 Between
 The Kansas Department of Transportation
 Acting on behalf of Lincoln County, Kansas

**Kansas Department of Transportation
 Transportation Revolving Fund
 Estimated Amortization Schedule For
 Lincoln County
 July 1, 2013
 TRF PROJECT NO. TR-0146**

<i>Interest Rate: 3.13% Service Fee: 0.25% Total Rate: 3.38%</i>					
Semi-Annual Payments*					
<i>Pmt Date</i>	<i>Total Pmt</i>	<i>Principal</i>	<i>Interest</i>	<i>Fees</i>	<i>Annual Pmt</i>
08/01/15	\$ 25,544.49	\$ 19,887.46	\$ 5,238.61	\$ 418.42	\$ 25,544.49
02/01/16	5,414.98	-	5,014.46	400.52	
08/01/16	20,129.51	14,714.53	5,014.46	400.52	\$ 25,544.49
02/01/17	5,166.29	-	4,784.17	382.12	
08/01/17	20,378.20	15,211.91	4,784.17	382.12	\$ 25,544.49
02/01/18	4,909.22	-	4,546.11	363.11	
08/01/18	20,635.27	15,726.05	4,546.11	363.11	\$ 25,544.49
02/01/19	4,643.44	-	4,299.99	343.45	
08/01/19	20,901.05	16,257.61	4,299.99	343.45	\$ 25,544.49
02/01/20	4,368.69	-	4,045.56	323.13	
08/01/20	21,175.80	16,807.11	4,045.56	323.13	\$ 25,544.49
02/01/21	4,084.65	-	3,782.53	302.12	
08/01/21	21,459.84	17,375.19	3,782.53	302.12	\$ 25,544.49
02/01/22	3,791.01	-	3,510.61	280.40	
08/01/22	21,753.48	17,962.47	3,510.61	280.40	\$ 25,544.49
02/01/23	3,487.45	-	3,229.50	257.95	
08/01/23	22,057.04	18,569.59	3,229.50	257.95	\$ 25,544.49
02/01/24	3,173.62	-	2,938.88	234.74	
08/01/24	22,370.87	19,197.25	2,938.88	234.74	\$ 25,544.49
02/01/25	2,849.19	-	2,638.45	210.74	
08/01/25	22,695.30	19,846.11	2,638.45	210.74	\$ 25,544.49
02/01/26	2,513.78	-	2,327.85	185.93	
08/01/26	23,030.71	20,516.93	2,327.85	185.93	\$ 25,544.49
02/01/27	2,167.04	-	2,006.76	160.28	
08/01/27	23,377.45	21,210.41	2,006.76	160.28	\$ 25,544.49
02/01/28	1,808.59	-	1,674.82	133.77	
08/01/28	23,735.90	21,927.31	1,674.82	133.77	\$ 25,544.49
02/01/29	1,438.02	-	1,331.66	106.36	
08/01/29	24,106.47	22,668.45	1,331.66	106.36	\$ 25,544.49
02/01/30	1,054.93	-	976.90	78.03	
08/01/30	24,489.56	23,434.63	976.90	78.03	\$ 25,544.49
02/01/31	658.88	-	610.15	48.73	
08/01/31	24,885.61	24,226.73	610.15	48.73	\$ 25,544.49
02/01/32	249.45	-	231.00	18.45	
08/01/32	15,009.71	14,760.26	231.00	18.45	\$ 15,259.16
	\$ 449,515.49	\$ 340,300.00	\$ 101,137.41	\$ 8,078.08	\$ 449,515.49