

RESOLUTION NO 2010-26

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN AMENDMENT TO AN EXISTING LOAN AGREEMENT BETWEEN POTTAWATOMIE 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. 2009 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 Pottawatomie County, Kansas (the "Borrower") dated September 28, 2009; and

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, 2010 (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 POTTAWATOMIE 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, 2010, 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 Pottawatomie County (the "Chairman") and County 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 Pottawatomie County, Kansas, on 6/14, 2010,
and signed by the Chairman.

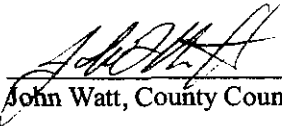


ATTEST:


Pat Weixelman, Chairman



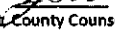

Susan Figge, County Clerk

APPROVED:


John Watt, County Counselor

Attachment 1
AMENDED SECTION 2.01

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

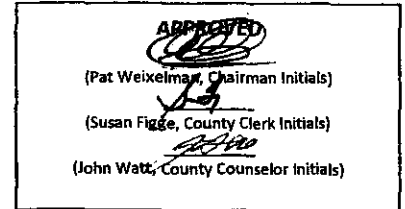
<p>APPROVED</p>  <p>(Pat Whittemore, Chairman Initials)</p>  <p>(Susan Figge, County Clerk Initials)</p>  <p>(John Watt, County Counselor Initials)</p>

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 \$344,938 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
Pottawatomie County, Kansas



TRF PROJECT NO. TR 0128

Borrower's Notice Address:

Susan Figge, County Clerk
Pottawatomie County Courthouse
P.O. Box 187
Westmoreland, KS 66549

Dedicated Source of Revenue:

“(a) The Borrower shall apply all special assessments levied against and upon all lots, parcels and pieces of property comprising the street benefit districts established pursuant to the County’s Resolution No. 2008-25 and No. 2008-26 both dated May 5, 2008; and (b) in addition to (a) above the Borrower 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 *Amended Exhibit B-2* which is incorporated by reference herein.

Loan Rate:

3.66%

Servicing Fee:



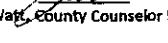
.25% of the outstanding balance shall be charged the Borrower in addition to the interest rate charged as described herein. Said annual fee shall be paid at the time the principal and interest is to be paid.

The Borrower and KDOT have agreed that interest on the Loan during the construction period for the Project may be capitalized and 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. At its option, the Borrower may elect to pay such amounts, and if Borrower so elects, Borrower shall pay such amounts not later than 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.

Attachment 1

AMENDED EXHIBIT B

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

<p>APPROVED</p>  (Pat Weixerman, Chairman Initials)  (Susan Figge, County Clerk Initials)  (John Watt, County Counselor Initials)
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<i>Pmt Date</i>	Semi-Annual Payments*					<i>Annual Pmt</i>
	<i>Total Pmt</i>	<i>Principal</i>	<i>Interest</i>	<i>Fees</i>		
2/1/2011	\$ 6,743.54	\$ -	\$ 6,312.37	\$ 431.17		
8/1/2011	35,593.87	28,850.33	6,312.37	431.17	\$ 42,337.41	
2/1/2012	6,179.51	-	5,784.40	395.11		
8/1/2012	36,157.90	29,978.39	5,784.40	395.11	42,337.41	
2/1/2013	5,593.44	-	5,235.80	357.64		
8/1/2013	36,743.97	31,150.53	5,235.80	357.64	42,337.41	
2/1/2014	4,984.45	-	4,665.75	318.70		
8/1/2014	37,352.96	32,368.51	4,665.75	318.70	42,337.41	
2/1/2015	4,351.64	-	4,073.40	278.24		
8/1/2015	37,985.77	33,634.13	4,073.40	278.24	42,337.41	
2/1/2016	3,694.10	-	3,457.90	236.20		
8/1/2016	38,643.31	34,949.21	3,457.90	236.20	42,337.41	
2/1/2017	3,010.84	-	2,818.33	192.51		
8/1/2017	39,326.57	36,315.73	2,818.33	192.51	42,337.41	
2/1/2018	2,300.86	-	2,153.75	147.11		
8/1/2018	40,036.55	37,735.69	2,153.75	147.11	42,337.41	
2/1/2019	1,563.13	-	1,463.19	99.94		
8/1/2019	40,774.28	39,211.15	1,463.19	99.94	42,337.41	
2/1/2020	796.55	-	745.62	50.93		
8/1/2020	41,540.88	40,744.33	745.62	50.93	42,337.43	
	\$ 423,374.12	\$ 344,938.00	\$ 73,421.02	\$ 5,015.10	\$ 423,374.12	

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