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CITY COUNCIL AGENDA

Tuesday, March 17, 2020

7:00 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance

2. MAYOR AND COUNCIL REPORTS

3. STAFF REPORTS

- A. City Attorney Report
- B. City Manager Report
 - 1. COVID-19
 - 2. Solar Project
 - 3. SRTS 2B
 - 4. Signage Committee
- C. Community Development Director
- D. Police Chief

4. PUBLIC COMMENT

- A. None

5. CONSENT AGENDA

- A. 3/3/2020 City Council Meeting Minutes
- B. Appropriations 3B

6. ORDINANCES

- A. Ordinance 2270 Amending Meeting Dates
- B. Charter Ordinance 18 Amending Meeting Dates
- C. Ordinance 2271 Authorizing the Execution of Loan with KDHE

7. RESOLUTIONS

- A. None

8. FORMAL ACTIONS

- A. Administration Office Upgrade
- B. Entrance/Wayfinding Grant

9. CLOSED SESSION

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Manager Report

2. DISCUSSION ITEMS

- A. Sports Complex/Cemetery Land Purchase

3. ADJOURNMENT

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting.

The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and not appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item not appearing on the Agenda, except where an emergency is determined to exist.

BELOIT CITY COUNCIL MEETING MINUTES
March 3, 2020

The Beloit City Council met in regular session on March 3, 2020 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Todd Adolph, Lee McMillan, Tony Gengler, and Andrew Grabon, Also present was City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was City Attorney Katie Schroeder, and Councilor Jamie Meier. Councilor Matt Otte arrived at 7:23 p.m.

Department heads in attendance was Steve Krier, Heather Hartman, and Dave Elam.

Mayor Tom Naasz gave the invocation and the Pledge of Allegiance was recited.

Councilor Adolph asked to keep Cooper Adams in their prayers. Councilor Grabon reminded everyone that daylight savings time is this weekend.

City Manager Jason Rabe discussed the following:

1. Safe Routes to School 2B, 2C, and 2D. 2B will be having a construction meeting soon. 2C project is getting a good response on construction easements from property owners. 2D project was just recently approved by KDOT.
2. KDHE will be sending loan documents for construction.
3. USDA is working on permanent financing and hoping to lock in rates by April 1st.
4. Signage Committee will meet next week. Amanda Solt with Finn-Kool has quotes of \$17,000.00 for four entrance signs.
5. Met with a health insurance broker from HUB regarding partially funded health insurance.
6. Reviewed sales tax revenue.

Director of Community Development Heather Hartman updated council on the Youth Entrepreneurship that will be held March 17th from 6-7:30 pm at NCK Tech College. Destination Boot Camp is coming up soon.

A motion was made by Councilor Grabon and seconded by Councilor Gengler to approve the February 18, 2020 Council Meeting Minutes, and Appropriations 3A in its entirety. Motion carried 4-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Adolph to approve Ordinance 2268 Amending the City of Beloit Zoning Code. Motion carried 4-0. Nays: None.

A motion was made by Councilor Gengler and seconded by Councilor McMillan to approve Ordinance 2269 Chamber Banquet Special Event License. Motion carried 4-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve Resolution 2020-3 IRB Release of Real Estate for Porter House. Motion carried 4-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Adolph to approve Resolution 2020-4 North Central Hazard Mitigation Plan. Motion carried 4-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Gengler to approve the Indemnification Agreement for the Porter House bond payoff. Motion carried 4-0. Nays: None.

A motion was made by Councilor McMillan and seconded by Councilor Grabon to approve the contractor bids for the CDBG Housing-Demolition Grant that was recommended by the Housing Committee. Motion carried 4-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to approve the Computer/Network bid from Wilson and Company for a fully managed system. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor Adolph to approve the Airport Navigational Beacon Bid from Heineken Electric in the amount of \$8,540.00. Motion carried 5-0. Nays: None.

A motion was made by Councilor Grabon and seconded by Councilor McMillan to go into closed session for the purpose of the Acquisition of Real Property Pursuant to K.S.A. 75-4319 (b)(6). To include the governing body, City Manager Jason Rabe for a period of 15 minutes. Motion carried 5-0. Time started 7:55 p.m. and ended at 8:10 p.m.

A motion was made by Councilor Otte and seconded by Councilor Adolph to authorize City Manager Jason Rabe to negotiate the purchase of land from the Fair Board. Motion carried 5-0. Nays: None.

A motion was made by Councilor Adolph and seconded by Councilor Otte to adjourn the meeting. Motion carried 5-0. The meeting ended at 8:11 p.m.

Work Session began at 8:11 p.m. Council Members in attendance were Council Members in attendance were Todd Adolph, Lee McMillan, Matt Otte, Tony Gengler, and Andrew Grabon, Also present was City Manager Jason Rabe, and City Clerk Amanda Lomax. Absent from the meeting was City Attorney Katie Schroeder, and Councilor Jamie Meier.

Department heads in attendance was Steve Krier, Heather Hartman, and Dave Elam.

City Manager Jason Rabe discussed the 2020 CIP, crosswalk options, and aerial applicator agreement for the airport.

City Manager Jason Rabe discussed the council meeting changes with council changing from every 1st and 3rd Tuesday to every 1st and 3rd Wednesdays. The ordinances for this change will be presented next meeting for approval.

City Manager Jason Rabe presented the administration office upgrade proposal that will be brought back next meeting for approval.

City Manager Jason Rabe was approached about leasing a portion of the North Campus Administration Building for cold storage of various electronics.

Work Session Ended at 8:52 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
8 ACE HARDWARE								
79406	3/19/2020	3/19/2020	163.08					Posted
	10-11-6000			547724-SUPPLIES			17.58 ✓	0.00
	10-11-6000			549070-CREDIT FROM INV 547724			0.00	17.58 ✓
	10-11-4300			549475-AIR FILTERS			30.36 ✓	0.00
	10-11-6110			549439-SURGE PROTECTOR			37.99 ✓	0.00
	10-11-4300			548976-FAUCET			62.17 ✓	0.00
	10-11-4300			548984-CREDIT FROM INV 548976			0.00	44.99 ✓
	10-11-4300			548829-VAC HOSE			17.99 ✓	0.00
	10-11-6000			548977-HDW			12.99 ✓	0.00
	10-11-6000			548736-HUMIDIFIER TREATMENT			6.59 ✓	0.00
	10-11-6000			548691-STOOL			23.99 ✓	0.00
	10-11-4300			549484-BRASS HOSE			15.99 ✓	0.00
							225.65 ✓	62.57 ✓
79460	3/19/2020	3/19/2020	181.39					Posted
	10-18-6000			549195-PAINT			20.97 ✓	0.00
	10-18-6000			549012-DUST BAGS			13.99 ✓	0.00
	10-18-4330			549380-BATTERY			7.99 ✓	0.00
	10-18-6000			549401-GARDEN TOOLS			51.98 ✓	0.00
	10-20-6000			548987-LIQUID NAILS			7.98 ✓	0.00
	10-20-6000			548988-TAPE			9.18 ✓	0.00
	10-17-6800			549211-PAINT & PRIMER			26.58 ✓	0.00
	10-18-6000			548845-BULB			14.99 ✓	0.00
	10-20-6130			548963-PANEL NAIL			3.99 ✓	0.00
	10-20-6000			548915-RATCHET & PUTTY KNIFE			16.76 ✓	0.00
	10-20-6000			548841-LIQUID NAILS			3.99 ✓	0.00
	10-20-6130			549452-POWER PRO ONE			2.99 ✓	0.00
							181.39 ✓	0.00
79472	3/19/2020	3/19/2020	82.47					Posted
	10-15-6000			549226-BRAKE CLEANER & WD40			69.48 ✓	0.00
	10-15-6000			548774-HANDLE			12.99 ✓	0.00
							82.47 ✓	0.00
79479	3/19/2020	3/19/2020	73.52					Posted
	53-43-7450			549461-GAS CAN			22.99 ✓	0.00
	53-41-6000			548690-O RING			3.16 ✓	0.00
	53-43-4310			549023-TACK BARS			2.39 ✓	0.00
	53-43-7450			549398-DRILL BIT & UTILITY BLADES			15.00 ✓	0.00
	52-43-7450			549398-DRILL BIT & UTILITY BLADES			14.99 ✓	0.00
	51-43-7450			549398-DRILL BIT & UTILITY BLADES			14.99 ✓	0.00
							73.52 ✓	0.00
79496	3/19/2020	3/19/2020	559.73					Posted
	52-43-6000			549204-PAINT			4.00 ✓	0.00
	52-43-6000			549266-CAULK			28.95 ✓	0.00
	51-41-4330			549368-ELBOW & BUSHING			11.14 ✓	0.00
	51-41-4330			549390-SILICONE			6.59 ✓	0.00
	51-41-4330			549244-DRAIN CLEANER & AUGER			51.98 ✓	0.00
	51-41-6000			549184-TAPE, KNIFE, COMPOUND SWE			65.55 ✓	0.00
	51-41-6000			548826-DRANO, PIPE, ADHESIVE			28.35 ✓	0.00
	51-41-4360			548773-CHAIN, HDW, THREAD ROD			73.18 ✓	0.00
	51-41-4330			548693-ADAPTER & ELBOW			17.40 ✓	0.00
	51-41-4330			548682-FAUCET, HDW, CLAMP TOOL			205.46 ✓	0.00
	51-41-4330			548688-HDW			2.80 ✓	0.00
	51-41-4330			548700-SHARKBITE TOOL			9.99 ✓	0.00
	51-41-6000			549412-CRAYON			1.39 ✓	0.00
	51-43-6000			549286-PINESOL			8.66 ✓	0.00
	52-43-6000			549286-PINESOL			8.66 ✓	0.00
	53-43-6000			549286-PINESOL			8.66 ✓	0.00
	51-43-6000			549388-BUNGEE CORD			8.99 ✓	0.00
	52-43-6000			549388-BUNGEE CORD			8.99 ✓	0.00
	53-43-6000			549388-BUNGEE CORD			8.99 ✓	0.00
							559.73 ✓	0.00
9 ACKERMAN SUPPLY								
79457	3/19/2020	3/19/2020	52.99	298870				Posted
	10-18-7400			ENSILAGE FORK			52.99 ✓	0.00

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9 ACKERMAN SUPPLY (continued)								
79468	3/19/2020	3/19/2020	44.99	299037				Posted
	10-15-6000			SIDEWIND TONGUE			44.99 ✓	0.00
2498 ACTION T'S								
79524	3/19/2020	3/19/2020	4,088.00	380345				Posted
	10-11-2911			UNIFORMS			150.00 ✓	0.00
	10-18-2911			UNIFORMS			700.00 ✓	0.00
	10-20-2911			UNIFORMS			140.00 ✓	0.00
	10-15-2911			UNIFORMS			975.00 ✓	0.00
	51-41-2911			UNIFORMS			893.00 ✓	0.00
	51-43-2911			UNIFORMS			280.00 ✓	0.00
	52-41-2911			UNIFORMS			270.00 ✓	0.00
	52-43-2911			UNIFORMS			580.00 ✓	0.00
	51-41-2911			SHIPPING			50.00 ✓	0.00
	10-15-2911			SHIPPING			16.67 ✓	0.00
	10-18-2911			SHIPPING			16.66 ✓	0.00
	10-11-2911			SHIPPING			16.67 ✓	0.00
							<u>4,088.00 ✓</u>	<u>0.00</u>
11 ADVANCE INSURANCE COMPANY								
79407	3/19/2020	3/19/2020	744.97					Posted
	21-00-2100			MARCH 2020 LIFE INS. PREMIUMS			744.97 ✓	0.00
767 AIRGAS USA, LLC								
79480	3/19/2020	3/19/2020	58.32	9969044077				Posted
	53-41-6230			CYLINDER RENTAL			58.32 ✓	0.00
813 AMERIPRIDE SERVICES INC.								
79448	3/19/2020	3/19/2020	167.83	2301120723				Posted
	10-13-4300			FLOOR MATS			167.83 ✓	0.00
79473	3/19/2020	3/19/2020	95.74	2301120717				Posted
	10-15-3000			SHOP TOWELS-RUGS			95.74 ✓	0.00
2032 AT&T								
79408	3/19/2020	3/19/2020	128.40	08900759485827				Posted
	10-13-5310			PD INTERNET			128.40 ✓	0.00
79409	3/19/2020	3/19/2020	324.03	78573838216789				Posted
	51-43-5310			SEWER			324.03 ✓	0.00
1567 ATCO INTERNATIONAL								
79497	3/19/2020	3/19/2020	112.00	10546019				Posted
	51-41-6000			WHIRLWIND			112.00 ✓	0.00
3127 BACKGROUND INVESTIGATION BUREAU, LLC								
79461	3/19/2020	3/19/2020	23.90	CIT042030120-1				Posted
	10-17-3000			BACKGROUND CHECKS X 2			23.90 ✓	0.00
80 BELOIT TYPEWRITER EXCHANGE								
79491	3/19/2020	3/19/2020	43.24	030766				Posted
	51-41-6110			NOTEBOOKS, PENS, TAPE, MARKERS, I			43.24 ✓	0.00
2735 BEVERAGE CARBONATION SERVICE								
79498	3/19/2020	3/19/2020	485.92	H101828				Posted
	51-41-6170			CO2			485.92 ✓	0.00
669 BLADE-EMPIRE PUBLISHING								

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	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
669	BLADE-EMPIRE PUBLISHING (continued)							
79410	3/19/2020	3/19/2020	1,092.05					Posted
	10-11-5400			209169-WINTER HOMECOMING			10.00 ✓	0.00
	10-11-5400			209238-COUNCIL AGENDA			139.50 ✓	0.00
	10-11-5400			209496-VALENTINES DAY			25.00 ✓	0.00
	10-11-5400			209559-COUNCIL AGENDA			147.25 ✓	0.00
	10-11-5400			209572-SOIL CONSERVATION			35.00 ✓	0.00
	10-11-5400			209763-BHS FFA SIG			10.00 ✓	0.00
	10-11-5400			210114-BHS WRESTLING SIG			10.00 ✓	0.00
	10-11-5400			209457-BID PROPOSAL INVITE			261.00 ✓	0.00
	10-11-5400			209374-ORD. 2266			87.00 ✓	0.00
	10-11-5400			210251-ORD SUMMARY NO 2267 12TH S			34.80 ✓	0.00
	51-41-5400			210255-DRINKING WATER REPORT			174.00 ✓	0.00
	51-43-5400			210246-WATER SYS OPERATOR			46.50 ✓	0.00
	51-43-5400			210172-WATER SYS OPERATOR			46.50 ✓	0.00
	53-43-5400			209237-SYSTEMS ELEC OPERATOR			62.00 ✓	0.00
	53-43-5400			209276-SYSTEMS ELEC OPERATOR			62.00 ✓	0.00
	10-11-5400			210281-DISCOUNT			0.00	58.50 ✓
							1,150.55 ✓	58.50 ✓
88	BLUE CROSS & BLUE SHIELD INSURANCE							
79411	3/19/2020	3/19/2020	80,674.14					Posted
	21-00-2100			MARCH 2020 HEALTH INS. PREMIUMS			80,674.14 ✓	0.00
91	BOETTCHER SUPPLY INC							
79445	3/19/2020	3/19/2020	7.84	1125794-1				Posted
	10-14-6000			BULBS			7.84 ✓	0.00
79462	3/19/2020	3/19/2020	508.87					Posted
	10-18-6130			1127497-1-BULBS			362.04 ✓	0.00
	10-20-4330			1126556-1-TRIMMER LINE			44.81 ✓	0.00
	10-18-6000			1126884-1-BULB			9.10 ✓	0.00
	10-18-6130			1126421-1-BULBS & CONNECTORS			92.92 ✓	0.00
							508.87 ✓	0.00
79474	3/19/2020	3/19/2020	10.70	1126459-1				Posted
	10-15-4330			BEARING			10.70 ✓	0.00
79481	3/19/2020	3/19/2020	459.23					Posted
	53-43-4300			1127040-1-RELAY W/CONNECTOR			18.00 ✓	0.00
	52-43-4360			1127040-1-RELAY W/CONNECTOR			18.00 ✓	0.00
	51-43-4360			1127040-1-RELAY W/CONNECTOR			18.00 ✓	0.00
	53-43-7200			1127412-1-COVERS & CORD			2.42 ✓	0.00
	52-43-7200			1127412-1-COVERS & CORD			2.42 ✓	0.00
	51-43-7200			1127412-1-COVERS & CORD			2.42 ✓	0.00
	53-43-7450			1127763-1-CONTROLS & SLIP CAP			84.24 ✓	0.00
	53-43-6000			1127687-1-BATTERIES			6.60 ✓	0.00
	53-41-4330			1126491-1-RELAY			40.75 ✓	0.00
	53-41-4300			1126909-1-SOCKET HOLDER			67.37 ✓	0.00
	53-43-6000			1126234-1-FUSE & WIRE NUTS			50.51 ✓	0.00
	53-41-6000			1127352-1-BELT			9.98 ✓	0.00
	53-41-4360			1127298-1-FUSES			138.52 ✓	0.00
							459.23 ✓	0.00
79499	3/19/2020	3/19/2020	79.79					Posted
	51-41-4330			1126323-1-TEE & VALVE			21.10 ✓	0.00
	52-41-7450			1125993-1-COUPLING, PVC PIPE, DRILL			38.33 ✓	0.00
	51-41-4360			1127646-1-TEE KIT, SLIP BUSHING, FITT			20.36 ✓	0.00
							79.79 ✓	0.00
2664	BSB LEASING INC							
79400	3/19/2020	3/19/2020	8,101.92	3-9-2020				Posted
	53-43-7450			LEASE PAYMENT FOR 2015 BOBCAT Sk			8,101.92 ✓	0.00
1258	BUMPER TO BUMPER AUTO PARTS							
79449	3/19/2020	3/19/2020	78.20					Posted
	10-13-4310			791993-TRANS FLUID & GEAR OIL			46.49 ✓	0.00
	10-13-4310			791988-POWER WINDOW SWITCH			16.74 ✓	0.00
	10-13-4310			791952-STOP LIGHT SWITCH			14.97 ✓	0.00
							78.20 ✓	0.00

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Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
1258	BUMPER TO BUMPER AUTO PARTS (continued)							
79463	3/19/2020	3/19/2020	155.78					Posted
	10-18-4310			791603-BATTERY			132.73 ✓	0.00
	10-20-4310			791832-OIL FILTER WRENCH			11.15 ✓	0.00
	10-18-4310			791323-DOOR HANDLE			11.90 ✓	0.00
							155.78 ✓	0.00
79475	3/19/2020	3/19/2020	265.06					Posted
	10-15-4330			792087-HOSE, GASKET, BELT, WATER F			139.69 ✓	0.00
	10-15-4310			791344-THERMOSTAT & ANTI-FREEZE			47.05 ✓	0.00
	10-15-4310			792044-OIL FILTER			5.78 ✓	0.00
	10-15-4310			791584-BALL JOINT			28.54 ✓	0.00
	10-15-4330			791179-OIL FILTER			5.73 ✓	0.00
	10-15-4330			791206-OIL,AIR,FUEL FILTERS & WASHI			38.27 ✓	0.00
							265.06 ✓	0.00
79500	3/19/2020	3/19/2020	62.20					Posted
	51-41-4310			124JE0105-OIL FILTER			10.98 ✓	0.00
	51-41-4310			791795-OIL & WASHER FLUID			51.22 ✓	0.00
							62.20 ✓	0.00
1091	CARD SERVICES							
79517	3/19/2020	3/19/2020	466.93	3920				Posted
	10-11-5320			POSTAGE			8.25 ✓	0.00
	52-43-2400			CPR CLASS			60.00 ✓	0.00
	10-15-2400			CPR CLASS			180.00 ✓	0.00
	53-43-3000			NORTON ANTI VIRUS RENEWAL			54.24 ✓	0.00
	53-43-3000			NORTON ANTI VIRUS RENEWAL			130.19 ✓	0.00
	10-11-5320			STAMPS.COM MEMBER FEE			17.99 ✓	0.00
	10-11-3000			ADOBE			16.26 ✓	0.00
							466.93 ✓	0.00
79518	3/19/2020	3/19/2020	193.10	8199				Posted
	51-41-5320			POSTAGE			8.25 ✓	0.00
	51-41-5320			POSTAGE			25.90 ✓	0.00
	52-41-6110			VOICE RECORDER			45.99 ✓	0.00
	52-41-7450			SHOVELS			87.92 ✓	0.00
	52-41-4330			RADIO BRACKET KNOBS			4.05 ✓	0.00
	52-41-7450			SCREWS			8.00 ✓	0.00
	52-41-3000			AMAZON PRIME MEMBERSHIP			12.99 ✓	0.00
							193.10 ✓	0.00
79519	3/19/2020	3/19/2020	1,710.41	1033				Posted
	10-13-2400			MEAL			20.90 ✓	0.00
	10-13-2400			MEAL			41.80 ✓	0.00
	10-13-2400			MEAL			15.83 ✓	0.00
	10-13-2400			MEAL			14.45 ✓	0.00
	10-13-2400			FUEL			25.08 ✓	0.00
	10-13-2400			MEAL			9.04 ✓	0.00
	10-13-2400			MEAL			12.00 ✓	0.00
	10-13-2400			MEAL			4.85 ✓	0.00
	10-13-2400			MEAL			6.32 ✓	0.00
	10-13-2400			KPDA REGISTRATION			85.00 ✓	0.00
	10-13-2400			ANIMAL CONTROL TRAINING			250.00 ✓	0.00
	10-13-6000			SPINDLE WITH HANDLE			67.15 ✓	0.00
	10-13-5800			HOTEL X 3			632.99 ✓	0.00
	10-13-2400			PD TRAINING			525.00 ✓	0.00
							1,710.41 ✓	0.00
79520	3/19/2020	3/19/2020	25.00	0835				Posted
	53-43-3000			APPRETICE LINEMAN AD			25.00 ✓	0.00
79521	3/19/2020	3/19/2020	256.39	6378				Posted
	10-11-4300			PARTS FOR GYM FLOOR MACHINE			112.21 ✓	0.00
	26-00-3000			ADOBE			16.26 ✓	0.00
	10-11-4300			FILTERS			127.92 ✓	0.00
							256.39 ✓	0.00
124	CARRICO IMPLEMENT							
79374	3/19/2020	3/19/2020	24,000.00					Ck# 81493 Printed
	24-00-7510			BAT WING MOWER-J36707			24,000.00 ✓	0.00

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124 CARRICO IMPLEMENT (continued)								
79470	3/19/2020	3/19/2020	175.24					Posted
	10-15-4330			IA40204-OIL			10.57 ✓	0.00
	10-15-4330			IA40427-OIL SCAN KIT			0.00	12.16 ✓
	10-15-4330			IA40334-OIL SCAN KIT			12.16 ✓	0.00
	10-15-4330			IA40758-MIRROR KIT			164.67 ✓	0.00
							<hr/>	<hr/>
							187.40 ✓	12.16 ✓
79504	3/19/2020	3/19/2020	325.00	IA39751				Posted
	51-43-7450			SKID STEER RENT-FEBRUARY			325.00 ✓	0.00
3149 COMPLIANCE ONE								
79412	3/19/2020	3/19/2020	411.00					Posted
	10-11-3000			265763-ADMIN FEE			181.50 ✓	0.00
	10-11-3000			265763-EAP FEE			72.00 ✓	0.00
	10-11-3000			265762-ADMIN FEE			115.50 ✓	0.00
	10-11-3000			265762-EAP FEE			42.00 ✓	0.00
							<hr/>	<hr/>
							411.00 ✓	0.00
1358 CUNNINGHAM TELEPHONE & CABLE CO								
79413	3/19/2020	3/19/2020	83.00	03362				Posted
	10-15-5310			STREET DEPT			83.00 ✓	0.00
79414	3/19/2020	3/19/2020	83.74	10210				Posted
	26-00-5310			COMM DEV			83.74 ✓	0.00
79415	3/19/2020	3/19/2020	353.33	11854				Posted
	10-11-5310			ADMIN			353.33 ✓	0.00
79416	3/19/2020	3/19/2020	134.48	11856				Posted
	10-13-5310			PD			134.48 ✓	0.00
79417	3/19/2020	3/19/2020	76.63	12334				Posted
	10-14-5310			FD			76.63 ✓	0.00
79418	3/19/2020	3/19/2020	113.36	13609				Posted
	53-43-5310			SYSTEMS			37.79 ✓	0.00
	52-43-5310			SYSTEMS			37.79 ✓	0.00
	51-43-5310			SYSTEMS			37.78 ✓	0.00
							<hr/>	<hr/>
							113.36 ✓	0.00
79419	3/19/2020	3/19/2020	223.49	13610				Posted
	10-22-5310			AIRPORT			223.49 ✓	0.00
79420	3/19/2020	3/19/2020	196.62	13094				Posted
	10-18-5310			PARKS & REC			146.67 ✓	0.00
	10-19-5310			PARKS & REC			49.95 ✓	0.00
							<hr/>	<hr/>
							196.62 ✓	0.00
79421	3/19/2020	3/19/2020	283.04	12754				Posted
	51-41-5310			WATER PLANT			85.69 ✓	0.00
	53-41-5310			POWER PLANT			197.35 ✓	0.00
							<hr/>	<hr/>
							283.04 ✓	0.00
79422	3/19/2020	3/19/2020	5.00	13611				Posted
	10-21-5310			POOL			5.00 ✓	0.00
3137 CVA AREA 3 BELOIT OFFICE								
79467	3/19/2020	3/19/2020	170.77					Posted
	10-15-6270			3840-DIESEL			91.40 ✓	0.00
	10-15-6270			3840-DIESEL			79.37 ✓	0.00
							<hr/>	<hr/>
							170.77 ✓	0.00
3012 DEEP CREEK CONSTRUCTION, LLC								
79482	3/19/2020	3/19/2020	5,040.00	2232				Posted
	53-43-3000			DIRECTIONAL DRILLING			5,040.00 ✓	0.00
193 DOLLAR GENERAL STORE-MSC-410526								
79403	3/19/2020	3/19/2020	25.20					Posted
	10-11-6000			1000955887-CLOCKS & CREAMER			12.50 ✓	0.00
	10-11-6000			1000954940-MASKS & BLEACH			12.70 ✓	0.00
							<hr/>	<hr/>
							25.20 ✓	0.00
79458	3/19/2020	3/19/2020	25.15	1000954246				Posted
	10-17-6800			COFFEE, BAND-AIDS, SNACKS			25.15 ✓	0.00
237 FINN-KOOL INC								
79501	3/19/2020	3/19/2020	545.00	22324				Posted
	51-41-4360			PIPE FLANGE SPACER			545.00 ✓	0.00

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573	FORT SCOTT COMMUNITY COLLEGE (continued)							
79502	3/19/2020	3/19/2020	140.00	192S-0305				Posted
	51-41-2400			WATER TREATMENT CLASS-T. GARDNE			140.00 ✓	0.00
1764	GLOBAL EQUIPMENT COMPANY INC.							
79503	3/19/2020	3/19/2020	580.46	115616152				Posted
	52-41-4330			MOUNTING BRACKET & HEATER			580.46 ✓	0.00
3151	GREEN PRO SOLUTIONS							
79505	3/19/2020	3/19/2020	547.14	14559				Posted
	51-41-6000			INSECT KILLER			273.57 ✓	0.00
	52-41-6000			INSECT KILLER			273.57 ✓	0.00
							547.14 ✓	0.00
271	GUARANTY ST BANK & TRUST CO							
79423	3/19/2020	3/19/2020	5,463.27	4-1-2020				Posted
	53-45-4726			ALTEC DIGGER DERRICK #8212 LOAN F			4,753.40 ✓	0.00
	53-45-4727			ALTEC DIGGER DERRICK #8212 LOAN F			709.87 ✓	0.00
							5,463.27 ✓	0.00
297	HARRISON & DEMEL LAW OFFICE LLC							
79450	3/19/2020	3/19/2020	265.00					Posted
	10-12-3320			121-SPECIAL PROSECUTOR			195.00 ✓	0.00
	10-12-3320			120-SPECIAL PROSECUTOR			70.00 ✓	0.00
							265.00 ✓	0.00
2659	HAWKINS							
79506	3/19/2020	3/19/2020	950.75	4669832				Posted
	51-41-6170			AQUA HAWK & CHLORINE			950.75 ✓	0.00
1382	BRIANNE HEIMAN							
79451	3/19/2020	3/19/2020	23.65					Posted
	10-12-5800			MEAL REIMBURSEMENT			23.65 ✓	0.00
3246	HILL'S PET NUTRITION SALES, INC							
79452	3/19/2020	3/19/2020	81.78	0234909154				Posted
	10-13-3510			DOG FOOD			81.78 ✓	0.00
2517	HQH2O INC.							
79453	3/19/2020	3/19/2020	28.75					Posted
	10-13-6000			300983-WATER			17.25 ✓	0.00
	10-13-6000			301155-WATER			11.50 ✓	0.00
							28.75 ✓	0.00
251	KANSAS GAS SERVICE							
79424	3/19/2020	3/19/2020	60.74	200774227				Posted
	53-43-6210			502 E 12TH BLDG B-GENE			60.74 ✓	0.00
79425	3/19/2020	3/19/2020	317.34	121850373				Posted
	53-43-6210			SYSTEMS			79.34 ✓	0.00
	52-43-6210			SYSTEMS			79.34 ✓	0.00
	51-43-6210			SYSTEMS			79.33 ✓	0.00
	10-13-6210			SYSTEMS			79.33 ✓	0.00
							317.34 ✓	0.00
79426	3/19/2020	3/19/2020	364.57	162672864				Posted
	10-14-6210			601 N MILL			364.57 ✓	0.00
79427	3/19/2020	3/19/2020	313.35	169801291				Posted
	51-41-6210			215B S CHESTNUT			313.35 ✓	0.00
79428	3/19/2020	3/19/2020	3,381.52	100270100				Posted
	10-15-6210			STREET & ALLEY			403.29 ✓	0.00
	51-41-6210			WATER			336.88 ✓	0.00
	53-41-6210			POWER PLANT			365.08 ✓	0.00
	10-18-6210			PARKS & REC			203.17 ✓	0.00
	10-22-6210			AIRPORT			38.39 ✓	0.00
	53-43-6210			SYSTEMS			337.15 ✓	0.00
	52-43-6210			SYSTEMS			337.15 ✓	0.00
	51-43-6210			SYSTEMS			337.15 ✓	0.00
	52-43-6210			818 E SOUTH ST			35.29 ✓	0.00
	10-11-6210			ADMIN			950.78 ✓	0.00
	52-43-6210			219 INDEPENDENCE GEN			37.19 ✓	0.00
							3,381.52 ✓	0.00

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251	KANSAS GAS SERVICE (continued)									
79429	3/19/2020	3/19/2020	315.26 156296173							Posted
	53-41-6210		215 S CHESTNUT	315.26 ✓	0.00					
79430	3/19/2020	3/19/2020	1,801.64 121984891							Posted
	10-19-6210		1720 N HERSEY	1,801.64 ✓	0.00					
370	KANSAS ONE CALL SYSTEM INC									
79431	3/19/2020	3/19/2020	30.00 0020151							Posted
	53-43-3000		LOCATES	10.00 ✓	0.00					
	51-43-3000		LOCATES	10.00 ✓	0.00					
	52-43-3000		LOCATES	10.00 ✓	0.00					
				30.00 ✓	0.00					
374	KANSAS RURAL WATER ASSOCIATION									
79508	3/19/2020	3/19/2020	960.00							Posted
	51-43-2400		2020 KRWA CONFERENCE-B. SNYDER	240.00 ✓	0.00					
	52-41-2400		2020 KRWA CONFERENCE-J. RYSER	240.00 ✓	0.00					
	52-41-2400		2020 KRWA CONFERENCE-T. STUMMA	240.00 ✓	0.00					
	52-41-2400		2020 KRWA CONFERENCE-J. BENTZ	240.00 ✓	0.00					
				960.00 ✓	0.00					
3333	KC DESIGNS & INSPECTION									
79486	3/19/2020	3/19/2020	150.00 2001							Posted
	53-43-4310		REPAIR ON EXISTING STRUCTURE	150.00 ✓	0.00					
1646	KDNS/KZDY									
79484	3/19/2020	3/19/2020	72.00							Posted
	53-43-5400		ELECTRIC SYSTEMS-JOB OPENING	72.00 ✓	0.00					
2042	KMEA EMP2 OPERATING ACCOUNT									
79523	3/19/2020	3/19/2020	84,447.27 EMP2-BE-2020-02							Posted
	53-41-6220		FEBRUARY SERVICE	84,447.27 ✓	0.00					
2140	KMEA RESERVE FUND									
79483	3/19/2020	3/19/2020	838.00 KMEA-BL-20-03							Posted
	53-41-5410		KMGA MEMBERSHIP DUES	838.00 ✓	0.00					
394	KRIERS AUTO PARTS									
79447	3/19/2020	3/19/2020	51.28							Posted
	10-13-4310		4925-314115-SWITCH	43.99 ✓	0.00					
	10-13-4310		4925-314721-HEADLIGHT BULB	7.29 ✓	0.00					
				51.28 ✓	0.00					
79459	3/19/2020	3/19/2020	98.34							Posted
	10-18-4310		4925-315432-GASKET	4.27 ✓	0.00					
	10-18-6000		4925-315374-DRAIN PLUG & ARGON MI	94.07 ✓	0.00					
				98.34 ✓	0.00					
79471	3/19/2020	3/19/2020	9.57							Posted
	10-15-4330		4925-314195-FUEL HOSE	3.58 ✓	0.00					
	10-15-4310		4925-315401-LAMP	5.99 ✓	0.00					
				9.57 ✓	0.00					
79478	3/19/2020	3/19/2020	58.63							Posted
	53-43-6000		4925-315894-BANANA CONNECTOR	23.14 ✓	0.00					
	53-43-4310		4925-314516-CARBURETOR	35.49 ✓	0.00					
				58.63 ✓	0.00					
79494	3/19/2020	3/19/2020	8.65 4925-315293							Posted
	52-43-6000		PARTS	8.65 ✓	0.00					
3170	KRIZ-DAVIS/BORDER STATES ELECTRIC SUPPLY									
79485	3/19/2020	3/19/2020	3,657.27							Posted
	53-43-8300		919556972-BOREGARD PIPE	3,649.80 ✓	0.00					
	53-43-2911		919502073-UNIFORM	195.87 ✓	0.00					
	53-43-2911		919536020-UNIFORM CREDIT	0.00	188.40 ✓					
				3,845.67 ✓	188.40 ✓					
2264	KVSV									
79487	3/19/2020	3/19/2020	540.00 51-00041-0000							Posted
	53-43-5400		APPRENTICE LINEMAN JOB AD	540.00 ✓	0.00					
188	LAWSON PRODUCTS INC									
79488	3/19/2020	3/19/2020	404.07 9307414684							Posted
	53-41-6000		GLOVES & FITTINGS	404.07 ✓	0.00					

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3097	LEXIPOL, LLC (continued)									
79454	3/19/2020 3/19/2020 10-13-7460		5,514.00 33058 LAW ENFORCEMENT MANUAL UPDATE	5,514.00 ✓					Posted	0.00
3156	LOCKIT TECHNOLOGIES LLC									
79432	3/19/2020 3/19/2020 26-00-3360		42.00 4728 ESET ANTIVIRUS ANNUAL	42.00 ✓					Posted	0.00
79455	3/19/2020 3/19/2020 10-13-7460		1,291.00 5143 SERVICE CONTRACT	1,291.00 ✓					Posted	0.00
2180	MITCHELL COUNTY SHERIFF DEPT									
79439	3/19/2020 3/19/2020 10-13-3000		20.00 3-11-2020 Vehicle Inspection 2013 Edge PD	20.00 ✓					Ck# 81539 Printed	0.00
470	MITCHELL COUNTY SOLID WASTE									
79495	3/19/2020 3/19/2020 52-41-3000 52-41-3000		20.00 006202-TRASH 006223-TRASH	10.00 ✓ 10.00 ✓ 20.00 ✓					Posted	0.00 0.00 0.00
2196	MUNICIPAL CHEMICAL SUPPLY, LLC									
79507	3/19/2020 3/19/2020 52-43-6000		1,080.00 1492 LIQUID LIVE	1,080.00 ✓					Posted	0.00
342	MUNICIPAL SUPPLY INC. OF NEBRASKA									
79509	3/19/2020 3/19/2020 51-43-6080		503.16 0754805-IN REPAIR CLAMPS	503.16 ✓					Posted	0.00
494	NEBRASKA MUNICIPAL POWER POOL									
79466	3/19/2020 3/19/2020 10-11-6000		140.20 30210 DOOR HANGERS	140.20 ✓					Posted	0.00
2839	NEXTRUST INC.									
79433	3/19/2020 3/19/2020 51-41-5400 10-11-5320		1,551.42 268356 WATER DOCUMENT UTILITY BILLS	395.51 ✓ 1,155.91 ✓ 1,551.42 ✓					Posted	0.00 0.00 0.00
2380	OFFICE OF THE STATE TREASURER									
79375	3/19/2020 3/19/2020 41-00-5121		70,475.01 R1200401106676 POOL REVENUE BOND INTEREST PAYM	70,475.01 ✓					Ck# 81496 Printed	0.00
2366	OLSSON									
79434	3/19/2020 3/19/2020 30-00-3000		4,104.54 350814 PROJECT NO. 3-20-0008-012 AIRPORT L	4,104.54 ✓					Posted	0.00
2946	PACE ANALYTICAL SERVICES, INC.									
79510	3/19/2020 3/19/2020 51-41-3000		450.00 2060099427 LAB TESTING	450.00 ✓					Posted	0.00
527	PIERCE ELECTRONICS									
79511	3/19/2020 3/19/2020 51-41-4360		1,368.00 30433 PRESSURE TRANSDUCERS	1,368.00 ✓					Posted	0.00
3197	PLATINUM CHEMICALS, INC									
79512	3/19/2020 3/19/2020 51-41-6000 52-41-6000		490.00 5023-09 CARB CLEANER CARB CLEANER	245.00 ✓ 245.00 ✓ 490.00 ✓					Posted	0.00 0.00 0.00
3063	PORTER HOUSE APTS									
79456	3/19/2020 3/19/2020 26-00-3000		250.00 OFFICE RENT-APRIL	250.00 ✓					Posted	0.00
536	POST MASTER									
79405	3/19/2020 3/19/2020 10-11-6000		274.00 1 YR RENTAL-PO BOX 567	274.00 ✓					Posted	0.00
1263	PRAIRIE FIRE COFFEE ROASTERS									
79469	3/19/2020 3/19/2020 10-15-3000		47.40 1199351 COFFEE	47.40 ✓					Posted	0.00

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1263 PRAIRIE FIRE COFFEE ROASTERS (continued)										
79477	3/19/2020	3/19/2020	51.43	1199352				Posted		
	51-43-6110			COFFEE			17.14 ✓		17.14	0.00
	52-43-6110			COFFEE			17.14 ✓		17.14	0.00
	53-43-6110			COFFEE			17.15 ✓		17.15	0.00
							51.43 ✓		51.43	0.00
79493	3/19/2020	3/19/2020	68.90	1199348				Posted		
	51-41-6110			COFFEE			68.90 ✓		68.90	0.00
3305 PRIORITY POWER MANAGEMENT, LLC										
79513	3/19/2020	3/19/2020	1,000.00	16282				Posted		
	53-41-3000			CONSULTING AGREEMENT-FEBRUARY			1,000.00 ✓		1,000.00	0.00
2979 RAY'S APPLE MARKET										
79404	3/19/2020	3/19/2020	62.02	8256				Posted		
	10-11-6000			WATER, COFFEE, CANDY			62.02 ✓		62.02	0.00
79492	3/19/2020	3/19/2020	77.18	3021				Posted		
	51-41-6110			BOUNTY, CHLOROX, COFFEE			77.18 ✓		77.18	0.00
321 RICOH USA, INC										
79435	3/19/2020	3/19/2020	310.88	103337396				Posted		
	10-11-3360			RICOH RENTAL			310.88 ✓		310.88	0.00
79436	3/19/2020	3/19/2020	70.57	5058952316				Posted		
	10-11-3000			COPY MACHINE			70.57 ✓		70.57	0.00
2282 ROYAL PUBLISHING										
79437	3/19/2020	3/19/2020	135.00	7992212				Posted		
	10-11-5400			2020 SUB STATE BB AD			135.00 ✓		135.00	0.00
582 SALINA SUPPLY COMPANY										
79514	3/19/2020	3/19/2020	385.65	S100162779.006				Posted		
	51-41-4360			SPOOL CARBON STEEL			385.65 ✓		385.65	0.00
94 SCHENDEL PEST CONTROL										
79489	3/19/2020	3/19/2020	50.00	81842				Posted		
	53-43-3000			PEST CONTROL-ARMORY			12.50 ✓		12.50	0.00
	52-43-3000			PEST CONTROL-ARMORY			12.50 ✓		12.50	0.00
	51-43-3000			PEST CONTROL-ARMORY			12.50 ✓		12.50	0.00
	10-13-3000			PEST CONTROL-ARMORY			12.50 ✓		12.50	0.00
							50.00 ✓		50.00	0.00
2418 SCHROEDER LAW OFFICE, LLC										
79438	3/19/2020	3/19/2020	72.25	3804				Posted		
	10-11-6110			OFFICE EXPENSES-FEBRUARY			72.25 ✓		72.25	0.00
488 SCHWAB EATON BELOIT										
79440	3/19/2020	3/19/2020	8,318.00					Posted		
	30-00-3000			19.043-5-SAFE ROUTES TO SCHOOL			6,729.50 ✓		6,729.50	0.00
	51-41-3000			18.095-10-WATER TREATMENT IMPROV			1,588.50 ✓		1,588.50	0.00
							8,318.00 ✓		8,318.00	0.00
607 SHAMBURG OIL COMPANY										
79446	3/19/2020	3/19/2020	157.39					Posted		
	10-13-4310			716345-BATTERY			164.95 ✓		164.95	0.00
	53-43-6270			598690-EXCISE TAX CREDIT-FEBRUARY			0.00		0.00	7.56 ✓
							164.95 ✓		164.95	7.56 ✓
626 SOLOMON VALLEY HOME CENTER										
79441	3/19/2020	3/19/2020	280.96					Posted		
	10-11-4300			0507065-TILES			91.55 ✓		91.55	0.00
	10-11-4300			0505930-FAUCET			49.99 ✓		49.99	0.00
	10-11-4300			0505414-WINDOW BOLT			7.96 ✓		7.96	0.00
	10-11-4300			0507329-FURNACE FILTERS			146.46 ✓		146.46	0.00
	10-11-4300			0507373-CREDIT FROM INV 0507329			0.00		0.00	15.00 ✓
							295.96 ✓		295.96	15.00 ✓

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City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>			<u>Debit</u>	<u>Credit</u>
626 SOLOMON VALLEY HOME CENTER (continued)								
79465	3/19/2020	3/19/2020	2,415.10					Posted
	10-18-6130			0507381-CARRIAGE GALV & NUT			35.20 ✓	0.00
	10-18-6130			0505962-HEX NUT			10.40 ✓	0.00
	10-17-6800			0507452-PAINT			139.93 ✓	0.00
	10-17-6800			0507323-TAPE			23.97 ✓	0.00
	10-18-6130			0507231-SPRAY PAINT			28.74 ✓	0.00
	10-18-4300			0507159-PANEL, SCREWS, GUTTER, TR			377.37 ✓	0.00
	10-18-4300			0507326-EVERGRAIN			1,120.00 ✓	0.00
	10-18-6000			0506793-OXIDE BITS			5.98 ✓	0.00
	10-17-6800			0506549-PLYWOOD			80.83 ✓	0.00
	10-18-6130			0505903-NUT & WASHER, CARRIAGE G,			111.07 ✓	0.00
	10-18-6130			0507190-PINE & DRILL BITS			50.53 ✓	0.00
	10-18-6130			0506716-HDW, DOOR PULL, GALV CARF			141.05 ✓	0.00
	10-18-6130			0505209-JOINT COMPOUND			10.99 ✓	0.00
	10-20-6000			0505441-TAPE			3.99 ✓	0.00
	10-18-4300			0505227-HINGE, SPREADER, CASTER, F			248.71 ✓	0.00
	10-18-4300			0505229-CASTER RETURN			0.00	63.96 ✓
	10-18-4300			0505265-PAINT & AVIATION SNIPS			19.28 ✓	0.00
	10-18-6130			0505326-PRIMER			56.37 ✓	0.00
	10-18-6000			0505465-PAINT COVER & LINERS			14.65 ✓	0.00
							2,479.06 ✓	63.96 ✓
79515	3/19/2020	3/19/2020	95.24					Posted
	52-41-4300			0505050-ENTRY LEVER			71.99 ✓	0.00
	52-41-6000			0505139-KEY & GARDEN HOE			23.25 ✓	0.00
							95.24 ✓	0.00
79516	3/19/2020	3/19/2020	316.50	INV0507431				Posted
	10-18-6130			4X4 CEDAR POST			316.50 ✓	0.00
643 STANION WHSE ELECTRIC COMPANY								
79490	3/19/2020	3/19/2020	685.11					Posted
	53-43-6000			4875775-01-CONTROLS			608.03 ✓	0.00
	53-43-6000			4891700-00-SHORTING CAP			77.08 ✓	0.00
							685.11 ✓	0.00
673 THOMPSON'S OK TIRE, INC								
79464	3/19/2020	3/19/2020	10.00	45067				Posted
	10-18-6140			FLAT REPAIR			10.00 ✓	0.00
79476	3/19/2020	3/19/2020	1,074.84					Posted
	10-15-6140			43952-FLAT REPAIR			80.00 ✓	0.00
	10-15-6140			44293-FLAT REPAIR			45.00 ✓	0.00
	10-15-6140			44829-TIRES			949.84 ✓	0.00
							1,074.84 ✓	0.00
3073 U.S. BANK EQUIPMENT FINANCE								
79373	3/19/2020	3/19/2020	194.92	406920470				Ck# 81494 Printed
	10-13-7460			INV. 406920470-COPIER			194.92 ✓	0.00
79522	3/19/2020	3/19/2020	500.23	408675726				Posted
	10-11-3360			INV. 408675726-ADMIN COPIER			401.23 ✓	0.00
	10-11-3360			INV. 408675726-ONE TIME ORIGIN FEE			99.00 ✓	0.00
							500.23 ✓	0.00
410 UTILITIES								
79442	3/19/2020	3/19/2020	592.98	7346				Posted
	10-13-6220			CITY SHARE OF JAIL UTILITIES			592.98 ✓	0.00
2067 VERIZON WIRELESS SERVICES, LLC								
79443	3/19/2020	3/19/2020	46.95	9849687174				Posted
	10-18-5310			PARKS & REC ON CALL PHONE			46.95 ✓	0.00
3332 DALE & RAEJEAN WESTON								
79444	3/19/2020	3/19/2020	2,500.00					Posted
	30-00-3000			HOUSING DEMO REIMBURSEMENT			2,500.00 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>		<u>Debit</u>	<u>Credit</u>
			346,901.31		126 Non-voided payables listed.			

Report Setup
AP - Accounts Payable Listing : Vendor Name
Filter Options
Starting: 3/19/2020
Ending: 3/19/2020
Banks: All
Payable Status: Posted, Printed, ACH, Recorded, Voided
All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE: 3/17/2020

TITLE: Ordinance 2270 Amending Meeting Date

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the city council approve Ordinance 2270 Amending the Council Meeting Date from every first and third Tuesdays to every first and third Wednesdays.

BACKGROUND:

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

ORDINANCE NO. 2270 SUMMARY

On March 17, 2020 the City of Beloit, Kansas adopted Ordinance No. 2270, which amends Section 1-110 of the Beloit City Code, changing the meeting date for the Governing Body of the City of Beloit to the first and third Wednesday of each month, at 7:00 p.m. A complete copy of this ordinance is available at www.beloitks.org or at City Hall, 119 S. Hersey St. This summary certified by Katie J. Schroeder, Beloit City Attorney.

ORDINANCE NO. 2270

AN ORDINANCE AMENDING SECTION 1-110(a) OF THE BELOIT CITY CODE CONCERNING THE MEETING DATES OF THE GOVERNING BODY OF THE CITY OF BELOIT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1: Section 1-110(a) of the Beloit City Code is hereby amended as follows:

1-110. Meetings.

- (a) The Governing Body shall have regular meetings on the first and third Wednesdays of each month in the Municipal Building in the City of Beloit, Kansas, beginning at 7:00 p.m. In the event the regular meeting day shall be a legal holiday, the Governing Body shall meet on the next regular working day at the same place and time.

Section 2: This Ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 17th day of March, 2020.

Tom Naasz, Mayor

ATTEST:

Amanda J. Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE: 3/17/2020

TITLE: Charter Ordinance 18 Amending Meeting Date

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the city council approve Charter Ordinance 18 Amending the Council Meeting Date from every first and third Tuesdays to every first and third Wednesdays.

BACKGROUND:

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

CHARTER ORDINANCE NO. 18

A CHARTER ORDINANCE EXEMPTING THE CITY OF BELOIT, KANSAS, FROM THE PROVISIONS OF K.S.A. 25-2120 RELATING TO THE START DATE OF A REGULAR TERM OF OFFICE FOR A CITY OFFICER, AMENDING SECTION 4 OF CHARTER ORDINANCE 15 AND REPEALING CHARTER ORDINANCE 17.

Whereas, the Governing Body believes it to be in the best interest of the City of Beloit, Kansas, to exempt itself from K.S.A. 25-2120.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1. Section 4 of Charter Ordinance 15 is hereby amended to read as follows:

Section 4. City officers shall take office on the first Wednesday in December, after the November general election.

Section 2: Charter Ordinance 17 is hereby repealed.

Section 3: This Charter Ordinance shall be published once each week for two consecutive weeks in the Beloit Call, official city newspaper.

Section 4: This Charter Ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by the majority of the electors voting thereon.

PASSED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, and signed by the Mayor this 17th day of March, 2020.

Tom Naasz, Mayor

ATTEST:

Amanda Lomax, City Clerk

REQUEST FOR COUNCIL ACTION

DATE: 3/17/2020

TITLE: Ordinance 2271 Execution of Loan Agreement with KDHE

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the city council approve Ordinance 2271 Authorizing the Execution of the Loan Agreement with KDHE for the construction of the Water Treatment Plant and Water Pipeline.

BACKGROUND:

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Manager

P O Box 591
Beloit, Kansas 67420



Tel No (785) 534-1290
Fax No (785) 534-1291

Katie J. Schroeder
CITY ATTORNEY

March 13, 2020

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of February 25, 2020, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Beloit, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. 2271 of the Municipality (the "Ordinance") adopted on March 17, 2020, and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion, I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,



Katie J. Schroeder
Beloit City Attorney

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

and

BELOIT, KANSAS

KPWSLF PROJECT NO. 2986

EFFECTIVE AS OF FEBRUARY 25, 2020

The interest of the Kansas Department of Health and Environment ("KDHE") in the interest portion of the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Indenture. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's State Revolving Fund Revenue Bonds, pursuant to the Master Indenture.

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EXHIBIT E - INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

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EXHIBIT H - MUNICIPALITY'S NOTICE ADDRESS

EXHIBIT I - FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

EXHIBIT J - FORM OF QUALIFIED USER CERTIFICATE

RECITALS

KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of February 25, 2020, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and BELOIT, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of September 28, 2009, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 1997, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Additional Payments" means the payments described in *Section 2.06* hereof.

"Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

"Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Bonds" means the Kansas Development Finance Authority, Kansas Public Water Supply Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 106, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

"Continuing Disclosure Undertaking" means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

"Existing Revenue Obligation" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

"Federal Act" means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

"FIAC" means the Financial Integrity Assurance Conditions, attached hereto as *Exhibit I*.

"GAAP" means generally accepted accounting principles as applicable to municipal utility systems.

"Green Project Reserve" means the requirement from Public Law 111-88 indicating that to the extent there are sufficient eligible project applications, 20 % of the funds awarded to the KPWSLF from Public Law 111-88 shall be used by for projects to address green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities.

"Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Loan" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in *Article II* hereof.

"Municipal Fiscal Year" means the twelve-month period ending on December 31 of each year.

"Municipality" means Beloit, Kansas, its successors and assigns.

"Master Indenture" means the Master Indenture between the Authority and KDHE, dated as of November 1, 2010, and any agreement or agreements amendatory or supplemental thereto.

"Project" means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

"Public Water Supply System" means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average

of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Public Water Supply Loan Fund established by the Loan Act.

"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 or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"System" means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

"System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

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 State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$11,404,000.00 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. 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 (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The interest rate on the loan shall be 1.62% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*. Any subsequent revision to the amount of the Loan or *Exhibit B* hereto shall not change the gross interest rate on the Loan.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

(1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);

(2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or

(3) interest becoming due on the Loan prior to the initial scheduled payment of principal;

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) **Prepayment of the Loan.** The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

Section 2.07. Financial Integrity Assurance Conditions. In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the requirement of FIAC for the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to comply with FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree the conditions are attached hereto as *Exhibit I*. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in **Exhibit D**:

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in *Exhibit D*, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its consulting engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(4) FIAC, if required by the Secretary, or desired by the Municipality;

(5) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) **Operation and Maintenance of System.** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) **Disposition of System.** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts.**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$275,000 or if the municipality has outstanding debt in excess of \$275,000. Such audit may be a part of the single agency audit made in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, *Audits of States, Local Governments, and Non-profit Organizations* as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance

Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any “material event” (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

Annual Information. Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

Event Notices. For purposes of this section, “material event” shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that

the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

Section 5.02. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

Section 5.03. Expenses.

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement

of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management Review. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, can require the Municipality to undergo a financial and management operations review or to comply with FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

- (1) to KDHE:

Department of Health and Environment
1000 SW Jackson - Suite 420
Topeka, Kansas 66612
Attention: Bureau of Water

with a copy to its General Counsel

- (2) to the Authority:

Kansas Development Finance Authority
534 S. Kansas Avenue, Suite 800
700 S.W. Jackson
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

- (3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

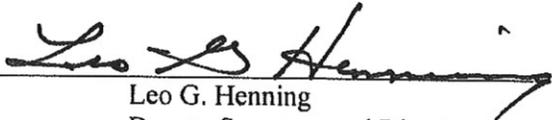
Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

SIGNATURE AND SEAL

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.



THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,
acting on behalf of THE STATE OF KANSAS

By: 
Leo G. Henning
Deputy Secretary and Director
Division of Environment
Kansas Department of Health and Environment

Date: 3-2-2026

BELOIT, KANSAS

(Seal)

By: _____

(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

(Printed Name)

Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Construct a new water treatment plant, transmission main, and raw water pump station.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality 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 Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule.

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, 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.

Principal Forgiveness

Certain loans may be awarded principal forgiveness if the project will return a non-compliant public water supply system to compliance with MCL requirements. The amount of principal forgiveness is estimated on the repayment schedule found on B-2 and will be finalized when the loan agreement is amended to reflect the final costs of the project. The principal forgiveness will be provided on the date of the final loan disbursement. KDHE reserves the right to increase the principal forgiveness as needed to meet requirements of Public Law.

The principal forgiveness amount will be \$2,587,319.83 or 30% of the final loan amount, whichever is less.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Actual Interest Rate
 Amortization of Loan Costs as of 2/26/2020

Prepared for:
 City of Beloit, Project No. 2986

Project Principal: 11,404,000.00
 Interest During Const.: 0.00
 Service Fee During Const.: 0.00
 Gross Loan Costs: 11,404,000.00
 Estimated Principal Forgiveness: 2,587,319.83
 Net Loan Costs: 8,816,680.17

Gross Interest Rate Allocation	
Service Fee Rate:	1.27%
Net Loan Interest Rate:	0.35%

Gross Rate: 1.62%
 1st Payment Date: 8/1/2023
 Number of Payments: 1

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Principal Forgiveness	Service Fee	Total Payment	Ending Balance
1	8/1/2023	8,816,680.17	15,429.19	8,816,680.17	2,587,319.83	55,985.92	8,888,095.28	0.00
Totals			15,429.19	8,816,680.17	2,587,319.83	55,985.92	8,888,095.28	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a) Advertisement for bids will not be initiated without written authorization by KDHE.
 - b) Advertising for bids within 30 days of authorization to advertise.
 - c) Bid opening at least 30 days from advertisement for bids.
 - d) Notice of Award will not be issued without written authorization by KDHE.
 - e) Contract award within 60 days of bid opening.
 - f) Issuance of notice to proceed within 30 days of contract award.
 - g) Initiation of operation within 360 days of notice to proceed or no later than April 1, 2023.
 - h) Finalization of construction within 390 days of notice to proceed.
 - i) Project Performance Certification 365 days following Initiation of Operation.
 - j) KDHE must be promptly notified of any proposed changes to this schedule.
- 2) Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4) (*i.e.*, all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- 3) A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments.
- 4) The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures.
- 5) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
- 6) The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

- 7) The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
 - a) The Municipality agrees the performance standards applicable to the Project are:
 - i) all construction deficiencies have been resolved.
 - ii) all testing requirements of the specifications have been performed and met.
 - b) The final plan of operation and operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 3 and 4.
 - c) One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - d) Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 8) In accordance with 2 CFR 200, which implements the single Audit Act, the Municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx> . KDHE will identify Federal funds with each disbursement made, the CFDA number is 66.468 for Capitalization Grants for Drinking Water State Revolving Funds, the federal award is from EPA and the federal award ID is 99751620.
- 9) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C(1)*, regardless of whether KDHE funding is available for the remaining System improvements.
- 10) The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
- 11) The Municipality shall follow applicable state procurement laws and regulations.

- 12) The Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of this project. The following mitigative actions are required:
 - a) proper grading, drainage and slope protection to eliminate erosion;
 - b) riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
 - c) if any riparian trees are removed they will be replaced by pole plantings or saplings;
 - d) directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
 - e) in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
 - f) contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.
- 13) The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 12 above and the Loan Agreement conditions.
- 14) The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
- 15) The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
- 16) In order to comply with KPWSLF wage rate requirements the Municipality shall,
 - a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b) while the solicitation remains open, shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

- d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
- g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.

- k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
- 17) The Municipality must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
- 18) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 19) The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.
- 20) The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
- a) Adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.
 - b) Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
 - c) Comply with the administrative provisions found in 40 CFR Section 33.302
 - d) If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on KPWSLF projects as required by 40 CFR Section 33.501(b).
- 21) The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15 beginning the year the notice to proceed for construction has been issued thru the year construction has been completed.
- 22) The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.
- 23) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 24) None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and

steel products used in the project are produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

- 25) If project construction activities reveal the presence of lead pipes or lead appurtenances that are being used in the distribution system or used in service line assemblies up to the premise plumbing of the customer, the municipality will either replace the lead infrastructure or document the location of the lead infrastructure component and maintain such documentation for use in planning for a future removal project.

EXHIBIT D

USE OF LOAN PROCEEDS

The loan proceeds will be utilized to pay the costs of:

<u>Project Description</u>	<u>Approximate Cost</u>
1. Construction: Construct a new water treatment plant, transmission main, and raw water pump station.	\$9,904,000.00
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.	\$1,300,000.00
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.	\$200,000.00
	<i>Total</i> \$ 11,404,000.00

EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Easements acquired through eminent domain are not eligible for funding.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water
Public Water Supply Section
1000 SW Jackson Street - Suite 420
Topeka, Kansas 66612

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____ KANSAS PUBLIC WATER SUPPLY LOAN FUND _____	KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) KWPCRF PROJECT # C20 KPWSLF PROJECT #
--	--

DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION NAME : ADDRESS or PO box (include City, State, Zip) :
PAYMENT REQUEST NUMBER :	

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Signed	Telephone (Area Code, number & ext.)	Email

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELOIT, KANSAS
HELD ON _____ [ORDINANCE DATE]**

The Governing Body of the City met in _____ [regular/special] session at the usual meeting place in the City, at _____ [meeting time], the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN BELOIT, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member/Commissioner] _____ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

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

(SEAL)

_____ Clerk

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN BELOIT, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Beloit, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construct a new water treatment plant, transmission main, and raw water pump station.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$11,404,000.00 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of February 25, 2020, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality 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 Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel 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 the Ordinance, 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. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]
by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

City Attorney

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of February 25, 2020, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Beloit, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ___ of the Municipality (the "Ordinance") adopted on _____ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

City of Beloit
Attn: City Manager
PO Box 567
Beloit, Kansas 67420

EXHIBIT I

FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

Recitals

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Secretary to require the Municipality to comply with conditions as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. This conditions set forth KDHE's undertakings with respect to the Municipality, the Municipality's obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Agreements

IN ADDITION TO THE SPECIAL COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. *Quarterly Management Report.* The Municipality will complete a quarterly management report of financial information in the form prescribed by KDHE and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KDHE. The initial Quarterly Management Report shall be submitted to KDHE for the first full calendar quarter following execution of the loan agreement.

2. *Inspection of Books and Records.* The Municipality will make available its financial books and records for inspection by a duly authorized representative of KDHE upon reasonable written request of KDHE.

3. **Annual Budget.** Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KDHE. The initial budget of the Municipality shall be submitted to KDHE for the fiscal year after the loan agreement is executed.

4. **Annual Audit.** If an annual financial audit is required by Section 2000(k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KDHE a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be conducted not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio in its notes. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KDHE. The initial audit of the Municipality shall be submitted for the fiscal year in which the loan agreement was executed.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KDHE shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KDHE will offer rate review services to the municipality. KDHE shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of the rate review offered by KDHE, the Municipality's governing body will meet to review such recommendations and will submit to KDHE its written plan for curing the deficiencies and/or implementing the rate review recommendations.

9. **Term.** These conditions shall take effect upon signature of the loan agreement or amendment and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

10. **Binding Effect; Beneficiaries.** These conditions shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFB and KDHE, and the parties.

EXHIBIT J

FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of Beloit (the "Municipality") in connection with the loan of funds to it (the "Loan") by the Kansas Department of Health and Environment ("KDHE"). The loan between KDHE and the Municipality (the "Loan Agreement") is dated February 25, 2020. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority ("K DFA") the interest on which is intended to be exempt from Federal income tax ("Tax-Exempt Bonds"). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the "Financed Facility") in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

"Management or Operating Agreement" means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

"Non-Qualified Use" generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

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

"Opinion of Bond Counsel" means the written opinion of a firm of nationally recognized Bond Counsel acceptable to K DFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

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

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying K DFA and KDHE in writing and obtaining an Opinion of Bond Counsel.

3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying KDFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

7. Upon the written request of KDHE or KDFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and KDFA.

BELOIT

By: _____

Printed Name

Title

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

* * * * *

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELOIT, KANSAS
HELD ON MARCH 3, 2020**

The Governing Body of the City met in regular session at the usual meeting place in the City, at _____ 7:00 p.m.the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN BELOIT, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member/Commissioner] _____ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 2271 and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

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

(SEAL)

_____ Clerk

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. 2271

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN BELOIT, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Beloit, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construct a new water treatment plant, transmission main, and raw water pump station.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$11,404,000.00 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of February 25, 2020, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality 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 Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel 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 the Ordinance, 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. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on 17th day of March 2020 and [signed][and **APPROVED**] by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

City Attorney

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of February 25, 2020, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Beloit, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. 2271 of the Municipality (the "Ordinance") adopted on March 17, 2020 [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

REQUEST FOR COUNCIL ACTION

DATE: 3/17/2020

TITLE: Administration Office Improvement

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the city council approve a budget of \$20,000 to improve the work stations, space, ADA improvements, and security administrative office.

BACKGROUND:

The current work stations and spacing is not sufficient nor does it meet standards for accessibility. This will improve work flow and efficiency, as well as improve security and health. Major physical changes will include moving the entrance and moving a wall within the office to provide additional space.

Door upgrade- \$1,500; Service Window- \$1,000; Carpet/Paint- \$4,000; Three Workspaces- \$11,838; Misc./Contingency- \$1,500; Total: \$19,838

FINANCIAL IMPACT:

This has been an anticipated improvement/expense and will be funded through the equipment reserve fund.

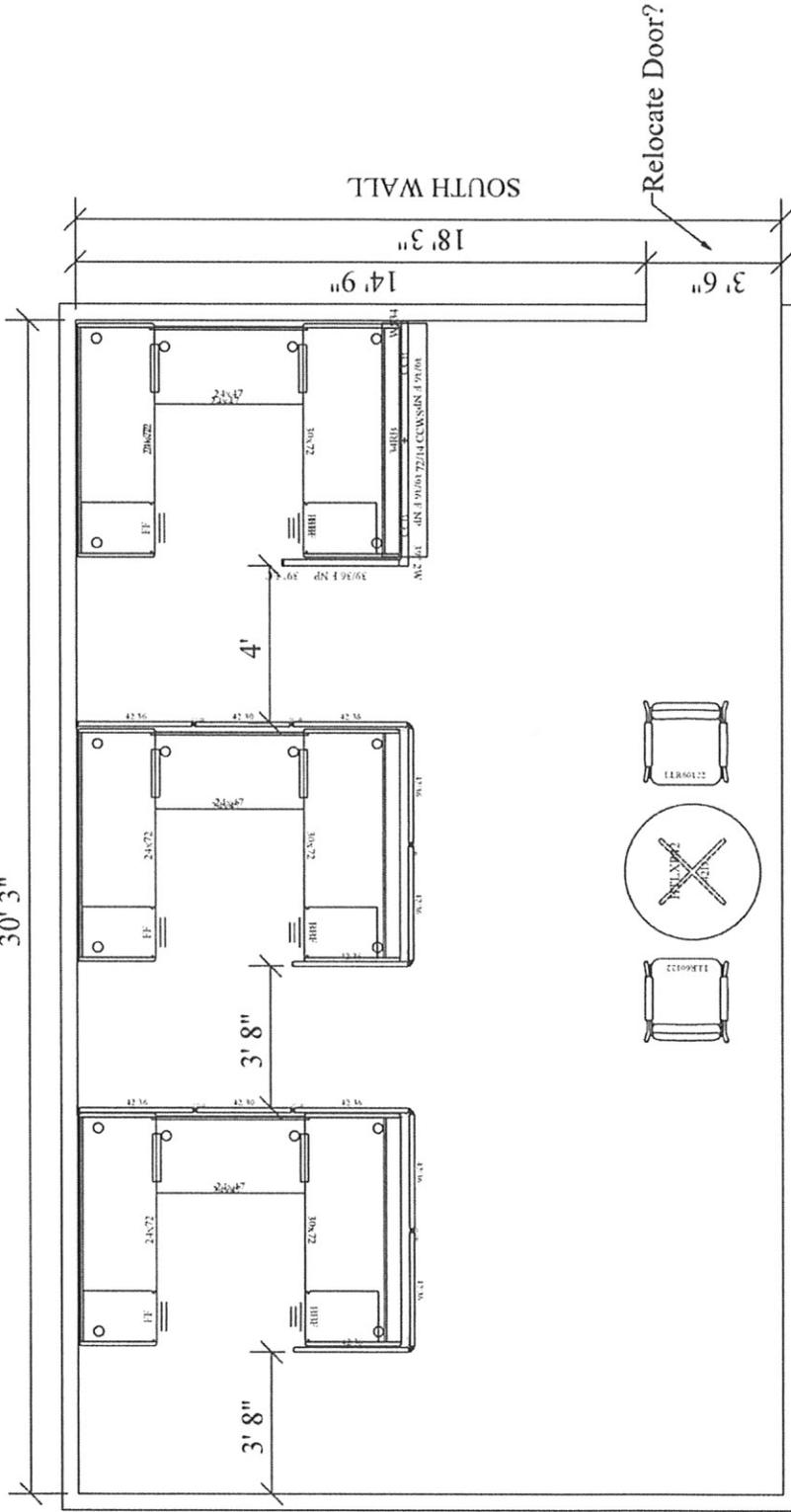
OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Administrator

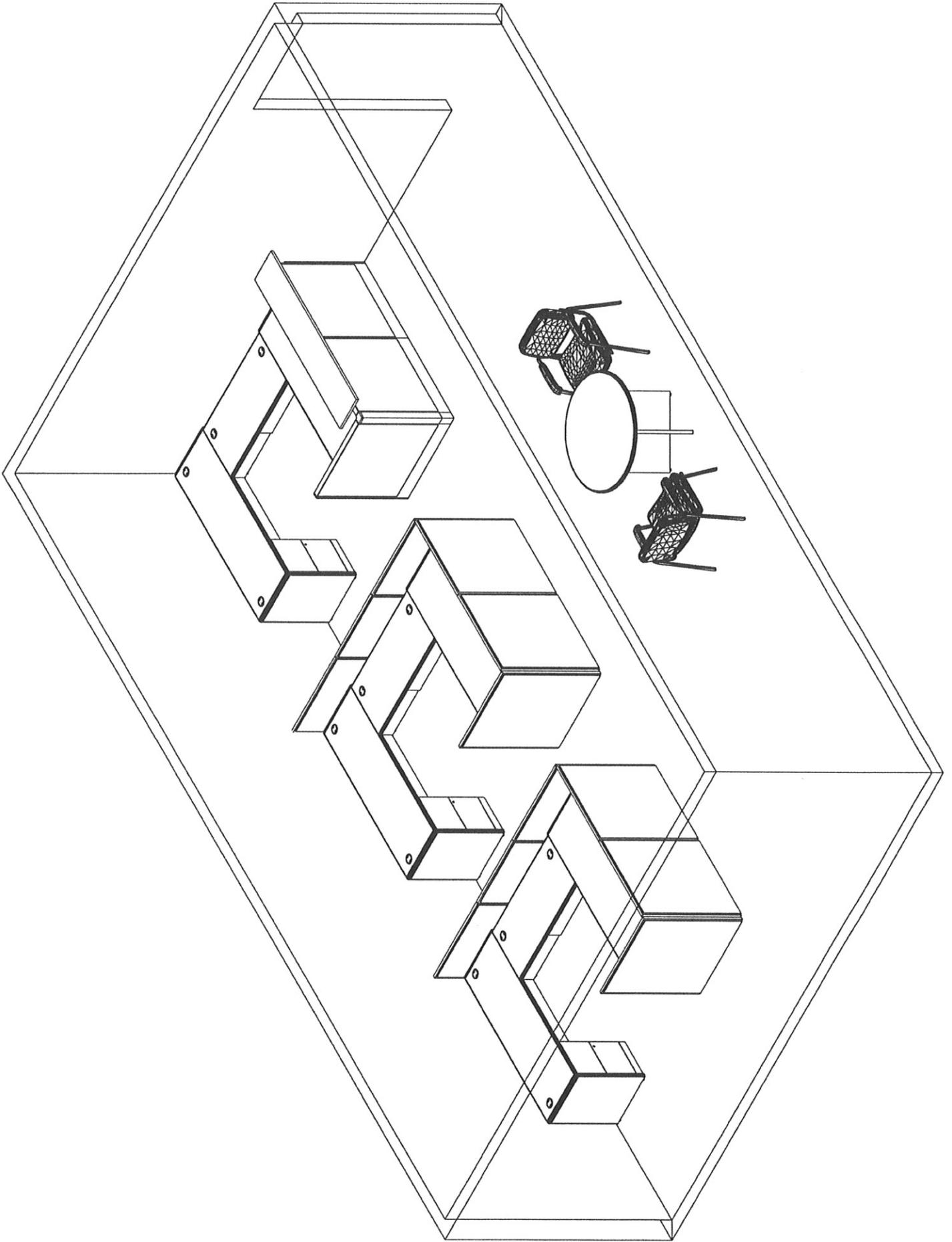
PROJECT #: SPR012017.04
 DEALER: Central Office Service & Supply
 END-USER/PROJECT: City of Beloit
 DATE: 02.20.2020

EAST WALL
 30' 3"



DRAWING NOT TO SCALE

The dealer is ultimately responsible for the accuracy and correctness of component counts and measurements. These conceptual furniture configurations and specifications are provided for informational purposes only and do not constitute interior design or architectural services. Dealer shall verify and confirm on site conditions, dimensions, and suitability of product and application consistent with published space by a licensed architect or interior designer. Dealer shall verify and confirm on site conditions, dimensions, and suitability of product and application consistent with published guidelines and applicable codes. All ceiling heights are assumed to be 8 feet unless specified by the dealer and stated on the layout. All layouts assume installation on clear walls and do not account for trim, registers or devices unless such items are shown on the layout. S.P. Richards shall not be responsible if the floor and wall dimensions described on the layout do not match the actual dimensions. If there is a discrepancy between the layout and the dimensions provided to S.P. Richards, it shall be the dealer's responsibility to notify S.P. Richards and have the discrepancy corrected before an order is placed. Please note that all products special ordered direct from a manufacturer's factory are not returnable and are the sole property of the dealer once the purchase order has been received by S.P. Richards. Liability of S.P. Richards shall be limited to the amount charged for the Specifications. Services rendered and in no event shall S.P. Richards be responsible for any consequential or incidental damages.



REQUEST FOR COUNCIL ACTION

DATE: 3/17/2020

TITLE: Wayfind/Entrance Grant

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the city council consider approving a grant application to Dane Hansen in the amount of \$50,000. In addition, I would recommend that the city council consider approving a match to enhance our application.

BACKGROUND:

As part of Strategic Doing, a signage committee has been formed. This committee utilized the Dane Hansen intern last summer to develop designs for the entrance and wayfinding signs. The total estimated cost of the entrance signs is roughly \$27,000, in addition the wayfinding signs would be another \$23,000 for 15 signs. This will greatly enhance the entrances to our community as well as greatly enhance the navigability of our town for people from outside our community.

FINANCIAL IMPACT:

OPTIONS:

DISCUSSION:

Respectfully submitted,
Jason Rabe
City Administrator

BELOIT SIGNAGE MEETING

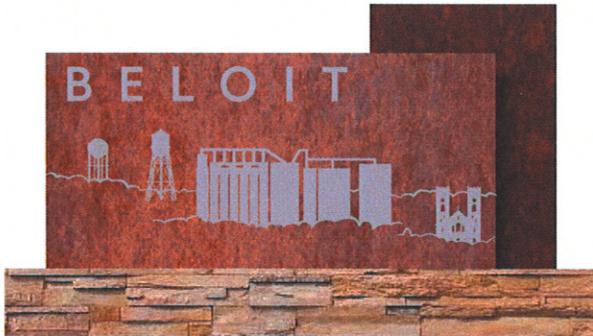
JULY 10TH, 2019

Location/Destination
Presentation of Designs
- Entrance
- Wayfinding
- Logo
Discussion

NORTH ENTRANCE



SOUTH ENTRANCE



Changes:

- Add the courthouse

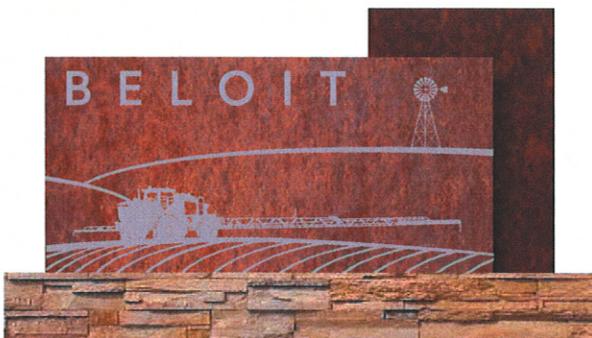
EAST ENTRANCE



Changes:

- Move post rock fence
- Maybe add tree
- Make the river look like a river instead of a road

WEST ENTRANCE

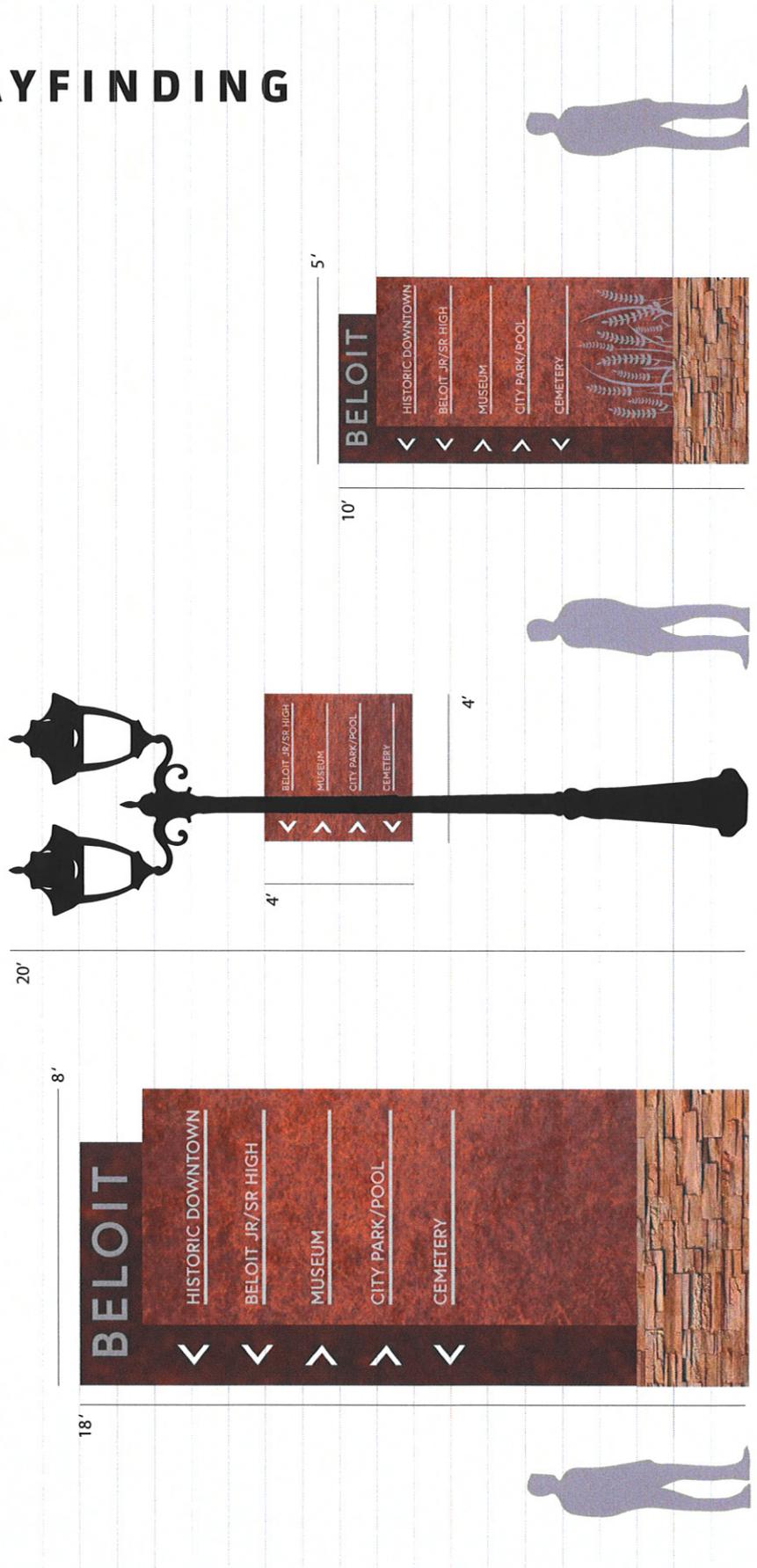


Changes:

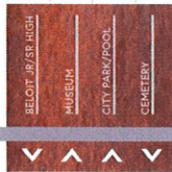
- Take out Planter
- Maybe add different Crop



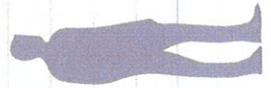
SIZING/WAYFINDING



12'



4'

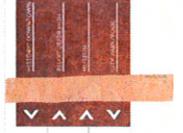


9'



7'

26'



COUNCIL MEMO

DATE: 3/17/2020

SUBJECT: Sports Complex/Cemetery Land Purchase

ORIGINATING DEPARTMENT: Administration

DISCUSSION:

Attached is an initial draft of a purchase agreement for the roughly 28 acres of ground that encompasses the sports complex, water tower, and cemetery expansion.

Respectfully submitted,
Jason Rabe
City Manager

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of April, 2020, by and between Mitchell County Fair Association, a Kansas Not for Profit Corporation, party of the first part, hereinafter referred to as Seller, and The City of Beloit, Kansas, a Kansas municipality, party of the second part, hereinafter referred to as Buyer.

In consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. PROPERTY: Seller agrees to sell and Buyer agrees to purchase, under the terms and conditions hereinafter set forth, the following described real estate, to-wit:

A tract of land in Northeast Quarter of Section 4, Township 7, Range 7, consisting of approximately 30 acres, said tract containing the current location of the Beloit Water Tower, Beloit Sports Complex, and a tract directly north of the Elmwood Cemetery. See attached map for approximate boundaries.

2. SURVEY: The parties have contracted with Schwab Eaton to conduct a survey of the property and develop an accurate legal description before closing. Buyer shall pay the cost of this survey.

3. PURCHASE PRICE: The purchase price shall be Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) Buyer shall pay \$50,000 at closing, and \$50,000 thereafter on each of the following dates: April 1, 2021, April 1, 2022, April 1, 2023, and April 1, 2024.

4. TITLE: Seller shall provide Buyer a title insurance commitment for a title insurance policy to be issued at the time of purchase, which will insure Buyer against loss or damage to the extent of the purchase price by reason of defects in title of Seller to said real estate. The commitment shall show marketable title vested in Seller, subject to encroachments which would be disclosed by survey, rights-of-way or record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those exceptions which are standard to First American Title Insurance Company's Schedule B or as specified therein. The cost of the standard owner's policy of title insurance shall be paid one-half (1/2) by each of the parties hereto. Buyer shall pay for any lender's/mortgagee's title insurance coverage. Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should it become impossible for the above named Seller to furnish a merchantable title to the above described real estate, then the Buyer shall be entitled to the return of the monies theretofore paid, and the Seller shall be entitled to the

immediate possession of said real estate and immediate release from all contractual obligations hereunder.

5. CONVEYANCE: Seller agrees to forthwith execute and acknowledge a General Warranty Deed conveying said real estate, subject to easements and restrictions of record. The costs of recording the deed shall be paid by the Buyer.

6. CONDITION OF PREMISES: Buyer specifically represents that there are no important representations concerning the condition or value of the property made by Seller on which Buyer is relying except as may be fully set forth in writing and signed by them.

7. POSSESSION: Buyer shall be entitled to possession of the property immediately, subject to a current lease agreement between the parties.

8. INSURANCE: The risk of loss or damage to the premises by fire or other causes, prior to closing or delivery of possession, whichever earlier, is assumed by Seller, subject to the lease agreement currently in place.

9. TAXES: The property is currently exempt from Real Estate Taxes and will remain exempt after closing.

10. TEMPORARY ESCROW AGREEMENT: An executed copy of this agreement, the general warranty deed as hereinabove provided for, and the Owner's Policy of Title Insurance shall be deposited in escrow with NCK Title, LLC, which shall act as escrow agent. Buyer and Seller and each of them promise to indemnify and hold harmless the escrow agent against any cost, damages, attorney fees, expenses and liabilities, which in good faith and without fault of which may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

11. CLOSING DATE AND EXPENSES: This transaction shall be closed and settlement shall occur on or before April 30, 2020, at the office of NCK Title, LLC. Buyer shall pay the closing costs. Upon closing, the current lease agreement between the parties shall terminate.

12. ATTORNEYS' FEES: In case an action is brought by Seller or Buyer to enforce this contract or any of its provisions, the successful party in such action shall be entitled to attorneys' fees in addition to ordinary taxable costs of the action.

13. ASSIGNMENT: Buyer shall not sell, assign or transfer this contract or any interest under it, or any interest in or to said property, without first obtaining the written consent of the Seller.

14. SAVINGS CLAUSE. If any provision of this Contract or the application of a provision to any person or circumstance shall be held invalid, the remainder of this

Contract, or the application of the provision to persons or circumstances other than those to which it was held invalid, shall not be affected thereby, and a court of proper jurisdiction is authorized to limit the application of any provision if it is found necessary to render the provision enforceable in connection with the intent of the parties.

15. CONCLUSIVENESS: All of the terms and conditions of this agreement between the parties hereto are stated herein and no representations or inducements have been made to the Buyer by the Seller other than those herein set forth.

16. BINDING ON HEIRS: This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

17. GOVERNING LAW: The parties agree that this contract shall be interpreted and enforced in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, this contract has been executed by the parties hereto on the day and year first above written.

SELLER:

MITCHELL COUNTY FAIR ASSOCIATION

By _____
Charles Mears, President

Date: _____

ATTESTED BY:

Kendall Hostler, Secretary

BUYER:

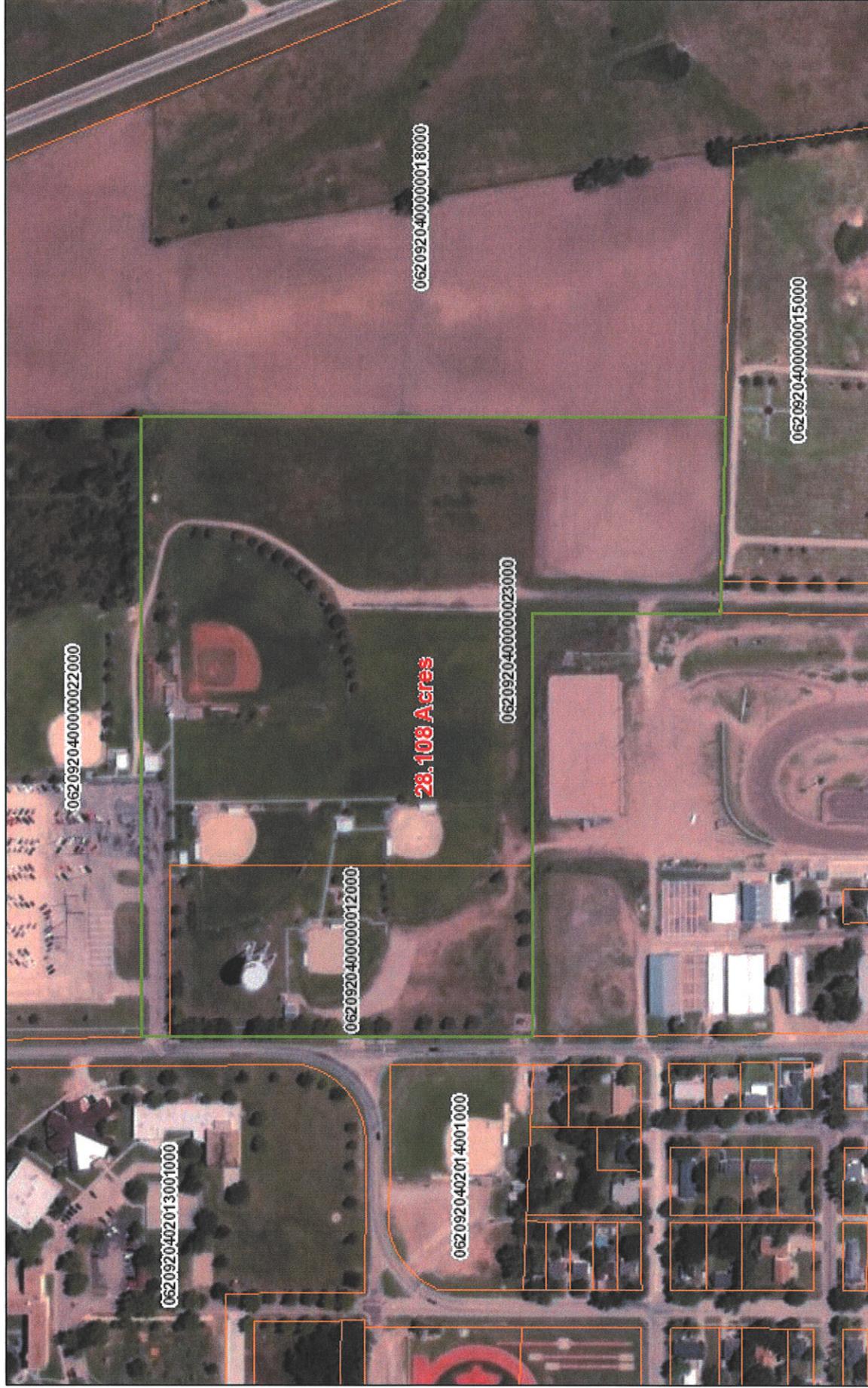
THE CITY OF BELOIT, BELOIT, KANSAS

By _____
Tom Naasz, Mayor

Date: _____

ATTESTED BY:

Amanda J. Lomax, City Clerk



March 9, 2020
14:42 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- City Limits
- Parcels

