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CITY COUNCIL AGENDA

**Tuesday, February 3, 2014
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 Administrator Report

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. 1/20/15 City Council Meeting Minutes
- B. Appropriations 2A

6. ORDINANCES

- A. None

7. RESOLUTIONS

- A. Resolution 2015-4 Authorizing the Offering for Sale of GO Temporary Notes
- B. Resolution 2015-5 WAPA Agreement

8. FORMAL ACTIONS

- A. Isle of Lights Lease Agreement
- B. Transformer Bid
- C. Trenching Bid

9. CLOSED SESSION

- A. None

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS

- A. City Attorney Report
- B. City Administrator Report

2. DISCUSSION ITEMS

- A. None

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
January 20, 2015

The Beloit City Council met in regular session on January 20, 2015 in the Council Chambers. Mayor Tom Naasz called the meeting to order at 7:00 p.m. Council Members in attendance were Lloyd Littrell, Charlene Abell, Kent Miller, Bob Richard, Robert Petterson, Matt Otte, Tony Gengler, and Rick Brown. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Lynn Miller, Ronnie Sporleder, Dave Elam, and Heather Hartman.

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

Councilor Otte read a prepared statement addressing formal policy setting by the council. Councilor Gengler exchanged comments with Councilor Richard about the city's purchase policy and property acquisition. Councilor Petterson said the VFW had its monthly breakfast on Sunday and had 520 people attend.

City Attorney Katie Schroeder reported on the following: 1. The League still is working on the city code. 2. Katie is working with Chris Jones on updating the rental registration.

City Administrator Glenn Rodden reported on the following: 1. Police Chief Dave Elam introduced a new police officer Kevin Albright to the Council. 2. Economic Developer Heather Hartman updated Council on the CDBG housing grant. 3. The Planning Commission will have a meeting February 10th to go over the final draft of the Comprehensive Plan. 4. Bell Memorial fixed and put back the sign in front of the Municipal Building today. 5. Geisler Roofing may start on the Municipal Building roof tomorrow. 6. Bids for the airport runway maybe ready soon. 7. Schwab-Eaton should have the North Campus street bids ready to go out by the end of the month.

The Consent Agenda consisted of January 6, 2014 Council Meeting Minutes, and appropriations 1B. A motion was made by Councilor Miller and seconded by Councilor Brown to approve the Consent Agenda in its entirety with correction to the minutes on paragraph four stating Councilor Petterson regretted he could not attend the city Christmas party. Roll call vote yeas: Abell, Gengler, Petterson, Brown, Littrell, Miller, Otte, and Richard. Nays: None.

Resolution 2015-3 Fee Schedule was presented to Council for approval. Resolution 2015-3 sets the fee schedule for 2015. A motion was made by Councilor Littrell and seconded by Councilor Petterson to approve Resolution 2015-3 sets the fee schedule for 2015. Roll call vote yeas: Littrell, Richard, Gengler, Abell, Petterson, Brown, Miller, and Otte. Nays: None.

Staff is recommending that Council approve a Nordic and Box Pad Bid from Kriz-Davis in the amount off \$9,409.19. The Nordic and box pad will be used at the North Campus, The Beloit Elementary School, and the Spencer Pearson buildings. A motion was made by Councilor Richard and seconded by Councilor Otte to approve the Nordic and Box Pad Bid from Kriz-Davis in the amount off \$9,409.19. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the LED Street Light Bid from Stanion Wholesale in the amount of \$11,994.00. The LED street lights will replace 175 watt mercury vapor street lights. A motion was made by Councilor Richard and seconded by Councilor Brown to approve the LED Street Light Bid from Stanion Wholesale in the amount of \$11,994.00. Motion carried 8-0. Nays: None.

Staff is recommending that Council approve the Water, Sewer Pipe, and Fittings Bid from HD Supply in the amount of \$27,720.97. The water and sewer pipe will be used for the K14 Geometric Improvement project. A motion was made by Councilor Brown and seconded by Councilor Abell to approve the Water, Sewer Pipe, and Fittings Bid from HD Supply in the amount of \$27,720.97. Motion carried 8-0. Nays: None.

A motion was made by Councilor Miller and seconded by Councilor Brown to go into Closed Session for Acquisition of Land for a period of 15 minutes with City Attorney Katie Schroeder and City Administrator Glenn Rodden. Motion carried 8-0. Nays: None. Time started: 7:35 p.m. Time ended: 7:50 p.m.

A motion was made by Councilor Abell and seconded by Councilor Miller to accept the values of just compensation as outlined in the confidential appraisals for the acquisition of property for the K14 Geometric Improvement Project and authorize City Administration to make offers to the six property owners based upon such compensation. Motion carried 8-0. Nays: None

A motion was made by Councilor Brown and seconded by Councilor Abell to go into Closed Session for Attorney-Client Privileged Information for a period of 20 minutes with City Attorney Katie Schroeder and City Administrator Glenn Rodden. Motion carried 8-0. Nays: None. Time started: 7:35 p.m. Time ended: 8:12 p.m.

A motion was made by Councilor Brown and seconded by Councilor Richard to adjourn the Council Meeting. Motion passed 8-0. The meeting ended at 8:14 p.m.

Work Session started 8:14 p.m. Councilors present was Bob Richard, Kent Miller, Rick Brown, Tony Gengler, Matt Otte, Lloyd Littrell, Robert Petterson, and Charlene Abell. Also present were City Administrator Glenn Rodden, City Attorney Katie Cheney, and City Clerk Amanda Lomax.

Department heads in attendance were Ronnie Sporleder, Dave Elam, and Heather Hartman.

The city purchasing policy was discussed with the city council to clarify where city workers can and cannot purchase goods and services. The Council did not want to change the purchasing policy at this time.

City Administrator Rodden went over a resolution agreement with the Western Area Power Administration (WAPA) to extend our agreement to purchase hydro-power to 2054. The resolution will be brought back next meeting as a formal action.

Work Session ended at 8:28 p.m.

TOM NAASZ, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
558 AFLAC								
60648	1/2/2015	1/2/2015	506.82					Posted
	10-00-2035			125 Plan			228.31	0.00
	26-00-2035			125 Plan			32.40	0.00
	51-00-2035			125 Plan			110.40	0.00
	52-00-2035			125 Plan			5.03	0.00
	53-00-2035			125 Plan			130.68	0.00
							<u>506.82</u>	<u>0.00</u>
60649	1/2/2015	1/2/2015	35.05					Posted
	10-00-2035			AFLAC Rider			19.75	0.00
	53-00-2035			AFLAC Rider			15.30	0.00
							<u>35.05</u>	<u>0.00</u>
60761	1/16/2015	1/16/2015	506.82					Posted
	10-00-2035			125 Plan			228.31	0.00
	26-00-2035			125 Plan			32.40	0.00
	51-00-2035			125 Plan			108.60	0.00
	52-00-2035			125 Plan			6.83	0.00
	53-00-2035			125 Plan			130.68	0.00
							<u>506.82</u>	<u>0.00</u>
60762	1/16/2015	1/16/2015	35.05					Posted
	10-00-2035			AFLAC Rider			19.75	0.00
	53-00-2035			AFLAC Rider			15.30	0.00
							<u>35.05</u>	<u>0.00</u>
60934	1/30/2015	1/30/2015	506.82					Posted
	10-00-2035			125 Plan			228.31	0.00
	26-00-2035			125 Plan			32.40	0.00
	51-00-2035			125 Plan			106.81	0.00
	52-00-2035			125 Plan			8.62	0.00
	53-00-2035			125 Plan			130.68	0.00
							<u>506.82</u>	<u>0.00</u>
60935	1/30/2015	1/30/2015	35.05					Posted
	10-00-2035			AFLAC Rider			19.75	0.00
	53-00-2035			AFLAC Rider			15.30	0.00
							<u>35.05</u>	<u>0.00</u>
767 AIRGAS MID SOUTH INC								
60877	12/31/2014	12/31/2014	30.33	9923853478	12/31/2014	20373	1/20/2015	Posted
	53-41-6210			CYLINDER RENTAL			30.33✓	0.00
60878	2/5/2015	2/5/2015	213.86	9035030169	1/5/2015	20235	1/20/2015	Posted
	53-41-6210			4 BOTTLES OF NITROGEN			213.86✓	0.00
27 ALSOP SAND CO., INC								
60879	12/31/2014	12/31/2014	363.88			22041	1/22/2015	Posted
	30-00-8200			454754-GRAVEL FOR N.CAMPUS			180.70✓	0.00
	30-00-8200			454823-GRAVEL FOR N. CAMPUS			183.18✓	0.00
							<u>363.88✓</u>	<u>0.00</u>
2032 AT&T								
60880	2/5/2015	2/5/2015	95.00	08900759485827	1/13/2015	20356	1/22/2015	Posted
	10-13-5310			PD-INTERNET-FEB.			95.00✓	0.00
73 BELOIT JR SR HIGH SCHOOL								
60928	2/5/2015	2/5/2015	25.00			20398	1/27/2015	Posted
	10-11-5400			BAND TRIP 2016 DONATION			25.00✓	0.00
74 BELOIT MEDICAL CENTER, PA								
60881	2/5/2015	2/5/2015	130.00	5650	1/21/2015	20370	1/23/2015	Posted
	52-43-3000			PRE-EMPLOYMENT PHYSICAL			130.00✓	0.00
669 BLADE-EMPIRE PUBLISHING								
60882	2/5/2015	2/5/2015	221.65			20350	1/22/2015	Posted
	10-11-5400			139256-ORDINANCE #2159 SUMMARY			21.45✓	0.00
	10-11-5400			139284-RES 2015-2			200.20✓	0.00
							<u>221.65✓</u>	<u>0.00</u>
102 BROWN'S ELECTRONICS, INC								
60894	2/5/2015	2/5/2015	49.98	56478	1/16/2015	19726	1/26/2015	Posted
	53-43-6110			AC CHARGERS			49.98✓	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	Debit	Credit
	Account#	Work Order		Description						
142 CHAMBER OF COMMERCE (continued)										
60948	2/5/2015	2/5/2015	65.00	1248	1/26/2015	21968	1/28/2015	Posted	65.00 ✓	0.00
	10-17-6800			CHECKS FOR PRU INSTRUCTOR/FIT & I						
1200 CHEMQUEST, INC.										
60883	2/5/2015	2/5/2015	2,664.00	3945	1/20/2015	15341	1/23/2015	Posted	2,664.00 ✓	0.00
	52-41-6170			2 BARRELS OF CQ 2000 POLYMER						
158 COMPUTER SOLUTIONS INC										
60901	2/5/2015	2/5/2015	90.90	177520	1/26/2015	21422	1/26/2015	Posted	45.45 ✓	0.00
	52-43-6000			PRINTER CARTRIDGES					45.45 ✓	0.00
	51-43-6000			PRINTER CARTRIDGES					90.90 ✓	0.00
60958	2/5/2015	2/5/2015	105.99	177332	1/19/2015	CLARK151	1/26/2015	Posted	105.99 ✓	0.00
	10-15-6110			NOTEBOOK BATTERY						
193 DOLLAR GENERAL STORE-MSC-410526										
60884	2/5/2015	2/5/2015	3.75	1000378282	1/23/2015	20372	1/23/2015	Posted	3.75 ✓	0.00
	10-11-4300			DROP CLOTH						
60885	2/5/2015	2/5/2015	20.15	1000377067	1/20/2015	20349	1/22/2015	Posted	20.15 ✓	0.00
	10-11-6000			KLEENEX/SUPPLIES						
60949	2/5/2015	2/5/2015	15.00	1000376023	1/15/2015	21966	1/28/2015	Posted	15.00 ✓	0.00
	10-18-7440			UPDATE FIRST AID KIT						
2796 ELLIS COUNTY SHERIFF DEPARTMENT										
60600	12/31/2014	12/31/2014	15.00			21668			15.00 ✓	Ck# 70736 Printed 0.00
	10-12-3000			PAPER SERVICE-201400211& 20140021						
700 EMC INSURANCE COMPANY										
60886	2/5/2015	2/5/2015	25.83			20351	1/22/2015	Posted	25.83 ✓	0.00
	10-15-3000			CLAIM NO. Z01081636						
2053 EMG, INC										
60887	12/31/2014	12/31/2014	2,221.25	3797	1/7/2015	20240	1/20/2015	Posted	2,221.25 ✓	0.00
	53-41-3000			ENERGY CONSULTING AGREEMENT-DE						
645 EQUIPMENT TECHNOLOGY LLC										
60895	2/5/2015	2/5/2015	191.87	3056443	1/20/2015	19732	1/26/2015	Posted	191.87 ✓	0.00
	53-43-4330			COVER U/C VALVE ETOMH						
60896	12/31/2014	12/31/2014	(13.71)			20338	1/10/2015	Posted	0.00	13.71 ✓
	53-43-4310			CREDIT FROM INV. 3050316						
427 FOLEY EQUIPMENT INC										
60959	2/5/2015	2/5/2015	164.24	PS220005398	1/23/2015	21421	1/28/2015	Posted	164.24 ✓	0.00
	52-43-4310			ELEMENT & FILTERS						
236 FOUTS INSURANCE AGENCY INC.										
60927	2/5/2015	2/5/2015	100.00	14001	1/21/2015	20397	1/27/2015	Posted	100.00 ✓	0.00
	10-12-5250			PUBLIC OFFICIAL BOND/HEIMAN						
1934 GEISLER ROOFING INC										
60956	2/5/2015	2/5/2015	13,404.36			20404	1/25/2015	Posted	13,404.36 ✓	0.00
	30-00-7200			REPAIR/REPLACE FOR HAIL DAMAGE						
2127 GREAT PLAINS INSTITUTE										
60945	2/5/2015	2/5/2015	260.00	2398	1/23/2015	22046	1/27/2015	Posted	260.00 ✓	0.00
	52-41-2400			2 DAY COURSE FEE FOR J. BENTZ						
9729 HADACHEK ALICIA										
60922	1/31/2015	1/31/2015	17.20						17.20 ✓	Posted 0.00
	53-00-2040			Deposit refunded for 115 1/2 N MILL APT						
1279 HD SUPPLY WATERWORKS, LTD										
60888	2/5/2015	2/5/2015	10,464.01			22025	1/19/2015	Posted	9,763.07 ✓	0.00
	30-00-8200			D377105-SUPPLIES FOR N. CAMPUS SE					700.94 ✓	0.00
	30-00-8200			D422867-SUPPLIES FOR N. CAMPUS SE					10,464.01 ✓	0.00
60946	2/5/2015	2/5/2015	50.40	D387400	1/20/2015	22049	1/27/2015	Posted	50.40 ✓	0.00
	51-41-4330			TUBING CONNECTOR						
2743 BRET HEIDEMAN										
60902	2/5/2015	2/5/2015	13.00			21416	1/26/2015	Posted	13.00 ✓	0.00
	52-43-2400			CDL						

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<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>Debit</u>	<u>Credit</u>
	<u>Account#</u>			<u>Work Order</u>		<u>Description</u>						
1557	INLAND TRUCK PARTS CO (continued)											
60960	25-00-4330	2/5/2015	2/5/2015		906.88			CLARK152	1/23/2015	Posted		
	25-00-4330					19-78060-BRAKE DRUMS/SHOES/PARTS			1,097.28 ✓		0.00	
	25-00-4330					19-78190-CORE CHG. & RETURNS			0.00		444.32 ✓	
	25-00-4330					19-78194-SPLINE SLACK ADJUSTERS			253.92 ✓		0.00	
									<u>1,351.20 ✓</u>		<u>444.32 ✓</u>	
851	ITT HARTFORD LIFE INSURANCE											
60937	10-00-2035	1/30/2015	1/30/2015		455.00	ITT Hartford			45.00	Posted	0.00	
	51-00-2035					ITT Hartford			205.00		0.00	
	52-00-2035					ITT Hartford			90.00		0.00	
	53-00-2035					ITT Hartford			115.00		0.00	
									<u>455.00</u>		<u>0.00</u>	
375	KANSAS STATE TREASURER											
60904	53-45-4725	2/5/2015	2/5/2015		20,000.00	REVENUE BONDS ELEC UTILITY SYSTE		21762	1/20/2015	Posted	20,000.00 ✓	0.00
60905	51-45-9804	2/5/2015	2/5/2015		236,718.75	GO BOND FOR WATERLINE PROJECT		21761	1/20/2015	Posted	230,000.00 ✓	0.00
	51-45-9803					GO BOND FOR WATERLINE PROJECT			6,718.75 ✓		0.00	
									<u>236,718.75 ✓</u>		<u>0.00</u>	
486	KDHE-BUREAU OF WATER											
60890	52-41-2400	2/5/2015	2/5/2015		50.00	CERT. FEES FOR J. BENTZ & J. RYSER		22044	1/23/2015	Posted	50.00 ✓	0.00
2736	KDHE-ENVIRONMENTAL LAB ACCREDITATI											
60889	51-41-3000	12/31/2014	12/31/2014		1,102.00	KDHE LAB TESTING(OCT.-DEC. 2014)	1/15/2015	22040	1/22/2015	Posted	1,102.00 ✓	0.00
1887	KMEA GRDA OPERATING FUND											
60891	53-41-6220	2/5/2015	2/5/2015		138,119.36	FEBRUARY SERVICE	1/9/2015	20229	1/12/2015	Posted	138,119.36 ✓	0.00
556	KMEA WAPA OPERATING FUND											
60892	53-41-6220	2/5/2015	2/5/2015		17,487.80	JANUARY SERVICE	1/7/2015	20212	1/8/2015	Posted	17,487.80 ✓	0.00
2416	KNCK AM/KNCK FM-NCK 94.9											
60950	10-18-5400	2/5/2015	2/5/2015		175.00	PARKS & REC SPECIALIST AD		20403	1/28/2015	Posted	175.00 ✓	0.00
60951	53-41-6400	2/5/2015	2/5/2015		175.00	POWER PLANT OPERATOR AD		20402	1/28/2015	Posted	175.00 ✓	0.00
60952	53-43-5400	2/5/2015	2/5/2015		175.00	ELECTRIC SECRETARY JOB AD		20401	1/28/2015	Posted	175.00 ✓	0.00
389	KOHLER'S GARAGE											
60961	25-00-4330	2/5/2015	2/5/2015		1.20	SPOKE WHEEL STUD	1/13/2015	CLARK153	1/23/2015	Posted	1.20 ✓	0.00
372	KPERS-ELECTRONIC											
60930	10-00-2035	1/30/2015	1/30/2015		8,124.65	KPERS				Posted	1,118.82	0.00
	21-00-2035					KPERS					5,855.62	0.00
	51-00-2035					KPERS					381.59	0.00
	52-00-2035					KPERS					242.37	0.00
	53-00-2035					KPERS					526.25	0.00
									<u>8,124.65</u>		<u>0.00</u>	
60931	10-00-2035	1/30/2015	1/30/2015		6,714.39	KPERS TIER 2				Posted	1,185.62	0.00
	21-00-2035					KPERS TIER 2					4,187.77	0.00
	26-00-2035					KPERS TIER 2					111.41	0.00
	51-00-2035					KPERS TIER 2					581.44	0.00
	52-00-2035					KPERS TIER 2					198.97	0.00
	53-00-2035					KPERS TIER 2					449.18	0.00
									<u>6,714.39</u>		<u>0.00</u>	
394	KRIERS' AUTO PARTS											

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order		Description			Debit	Credit
394 KRIERS' AUTO PARTS (continued)								
60893	12/31/2014	12/31/2014	199.95			20368	1/23/2015	Posted
	10-14-4310			4925-168047-FILTERS			25.99 ✓	0.00
	10-14-4310			4925-168217-FILTER			13.35 ✓	0.00
	10-14-4310			4925-171979-OIL			24.60 ✓	0.00
	10-14-4310			4925-177820-GAS STRUT			136.01 ✓	0.00
							199.95 ✓	0.00
60897	12/31/2014	12/31/2014	0.00			20369	1/23/2015	Posted
	10-15-6000			4925-165795-HOSE			7.49 ✓	0.00
	10-15-6000			4925-165905-RETURN FROM INV.	16579		0.00	7.49 ✓
							7.49 ✓	7.49 ✓
60898	12/31/2014	12/31/2014	55.98	4925-172632	9/30/2014	20367	1/23/2015	Posted
	10-13-4310			WIPER BLADES			55.98 ✓	0.00
1037 LATTIN AVIATION-TRAVIS LATTIN								
60899	2/5/2015	2/5/2015	1,200.00			20357	1/22/2015	Posted
	10-22-3000			SERVICE CONTRACT-FEBRUARY 2015			1,200.00 ✓	0.00
188 LAWSON PRODUCTS INC								
60962	2/5/2015	2/5/2015	221.33	9302985976	1/6/2015	CLARK154	1/23/2015	Posted
	10-15-6000			DRILL BITS/BOLTS/NUTS/WASHERS			221.33 ✓	0.00
409 LIGHT & WATER UTILITIES								
60957	2/5/2015	2/5/2015	36,594.36			20400	1/28/2015	Posted
	10-11-6220			ADMIN			3,574.25 ✓	0.00
	10-11-6220			ADMIN SHARE			49.59 ✓	0.00
	10-13-6220			PD SHARE			49.59 ✓	0.00
	51-41-6220			WATER SHARE			49.58 ✓	0.00
	10-14-6220			FIRE DEPT			247.00 ✓	0.00
	10-15-6220			TRANSPORTATION			663.45 ✓	0.00
	10-18-6220			PARKS & REC			1,954.57 ✓	0.00
	10-20-6220			CEMETERY			364.74 ✓	0.00
	10-22-6220			AIRPORT			605.96 ✓	0.00
	51-41-6220			WATER PLANT			9,277.06 ✓	0.00
	52-41-6220			SEWER PLANT			11,233.42 ✓	0.00
	53-41-6220			POWER PLANT			458.03 ✓	0.00
	51-43-6220			WATER SYSTEMS			213.05 ✓	0.00
	52-43-6220			SEWER SYSTEMS			213.05 ✓	0.00
	53-43-6220			SYSTEMS OP SHARE			213.04 ✓	0.00
	51-43-6220			SYSTEMS OP SHARE			32.56 ✓	0.00
	52-43-6220			SYSTEMS OP SHARE			32.56 ✓	0.00
	53-43-6220			SYSTEMS OP SHARE			32.56 ✓	0.00
	10-13-6220			PD SHARE			32.55 ✓	0.00
	53-43-6220			ELECTRIC SYSTEMS			59.53 ✓	0.00
	10-19-6220			NORTH CAMPUS			7,148.75 ✓	0.00
	10-21-6220			POOL			89.47 ✓	0.00
							36,594.36 ✓	0.00
426 CRAIG MARCOTTE								
60963	12/31/2014	12/31/2014	29.99	8882	1/25/2015	CLARK155	12/31/2014	Posted
	10-15-2911			WORK COAT			29.99 ✓	0.00
424 MCHENRY ELECTRIC & SUPPLY								
60953	2/5/2015	2/5/2015	12.50	012960	1/7/2015	21956	1/14/2015	Posted
	10-20-4310			NOSE CONE			12.50 ✓	0.00
470 MITCHELL COUNTY SOLID WASTE								
60900	2/5/2015	2/5/2015	8.00	03435	1/2/2015	15343	1/12/2015	Posted
	52-41-3000			DISPOSAL OF SCREENINGS			8.00 ✓	0.00
342 MUNICIPAL SUPPLY INC. OF NEBRASKA								
60964	2/5/2015	2/5/2015	257.19	0582361-IN	1/26/2015	21423	1/28/2015	Posted
	51-43-6000			REPAIR CLAMP			257.19 ✓	0.00
60965	2/5/2015	2/5/2015	203.64	0582362-IN	1/26/2015	21424	1/27/2015	Posted
	51-43-6000			REPAIR CLAMP/PIPE LUBE			203.64 ✓	0.00
498 NATIONAL SIGN COMPANY								
60966	2/5/2015	2/5/2015	302.58	IN-173917	1/16/2015	CLARK156	1/26/2015	Posted
	25-00-3000			NO PARKING/SPEED LIMIT SIGNS			302.58 ✓	0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u> <u>Vendor Name</u>		<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>
499	NCKTC (continued)									
60967	2/5/2015 2/5/2015 10-15-2400	750.00	2400	1/14/2015	CLARK157	1/23/2015		Posted	750.00 ✓	0.00
			CDL TUITION/TRUCK FEE-VINNY							
2301	NEX-TECH WIRELESS									
60903	2/5/2015 2/5/2015 25-00-7450	94.69	3808645	1/20/2015	20375	1/26/2015		Posted	94.69 ✓	0.00
			STREET DEPT.-PHONE BILL-FEB.							
1946	OLDCASLTE PRECAST									
60968	2/5/2015 2/5/2015 30-00-6150	10,262.96	120030769	1/21/2015	CLARK158	1/29/2015		Posted	10,262.96 ✓	0.00
			STORM PIPE/END SECTIONS/STORM B							
2817	PERSONNEL CONCEPTS									
60973	12/31/2014 12/31/2014 10-15-3000	25.90	P25536		CLARK159	12/31/2014		Posted	25.90 ✓	0.00
			FEDERAL LABOR LAW POSTER							
536	POST MASTER									
60592	12/31/2014 12/31/2014 10-11-5320	863.42		12/30/2014	19856	12/30/2014		Ck# 70735 Printed	863.42 ✓	0.00
			UTILITY BILLING POSTAGE							
2616	POST ROCK EXTENSION DISTRICT									
60906	2/5/2015 2/5/2015 10-11-2400	40.00			19860	1/15/2015		Posted	40.00 ✓	0.00
			COMMUNITY BOARD LEADERSHIP SER							
2645	PRINT SOURCE									
60913	12/31/2014 12/31/2014 10-13-7420	83.56	2234028-IN	12/22/2014	21659	1/5/2015		Posted	83.56 ✓	0.00
			UTV PERMIT DECALS 2015							
1118	PROTECTIVE EQUIPMENT TESTING LABORATORY									
60907	2/5/2015 2/5/2015 53-43-7440	3,250.00	46860	1/19/2015	19724	1/26/2015		Posted	3,250.00 ✓	0.00
			POLE & LINE TESTS							
1335	PUR- O- ZONE, INC.									
60908	2/5/2015 2/5/2015 10-11-4300 10-11-4300	132.96			20374	1/26/2015		Posted	69.85 ✓ 63.11 ✓ 132.96 ✓	0.00 0.00 0.00
			655479-RACINE MOLDED HANDLE							
			655496-FILTERS/SNAP RING							
559	RELIABLE OFFICE SUPPLIES									
60909	2/5/2015 2/5/2015 10-12-6110	187.41	FW891000	1/8/2015	21673	1/22/2015		Posted	187.41 ✓	0.00
			RECEIPT BOOK/INK/SHARPIE							
2398	ROBERT ULLOM TRUCK & TRAILER PARTS									
60970	12/31/2014 12/31/2014 25-00-4330	5.00	8283	1/22/2015	CLARK161	12/31/2014		Posted	5.00 ✓	0.00
			HUB SEAL CAP							
575	SAGE PRODUCTS									
60923	2/5/2015 2/5/2015 53-43-6000 52-43-6000 51-43-6000	706.76	0055718-IN	1/14/2015	19722	1/26/2015		Posted	235.59 ✓ 235.59 ✓ 235.58 ✓ 706.76 ✓	0.00 0.00 0.00 0.00
			TOILET TISSUE/CENTERPULL/TORK TO							
			TOILET TISSUE/CENTERPULL/TORK TO							
			TOILET TISSUE/CENTERPULL/TORK TO							
94	SCHENDEL PEST CONTROL									
60910	2/5/2015 2/5/2015 53-43-3000 52-43-3000 51-43-3000	50.00		1/7/2015	19716	1/7/2015		Posted	16.67 ✓ 16.67 ✓ 16.66 ✓ 50.00 ✓	0.00 0.00 0.00 0.00
			ARMORY SPRAY							
			ARMORY SPRAY							
			ARMORY SPRAY							
600	SELLERS EQUIPMENT INC									
60969	2/5/2015 2/5/2015 25-00-4330	1,208.48	IC129957	1/7/2015	CLARK160	1/23/2015		Posted	1,208.48 ✓	0.00
			DIRT SHOES/GUTTER BROOM							
603	SEWELL'S MACHINE SHOP									
60954	2/5/2015 2/5/2015 10-18-6000	586.11	013788	1/19/2015	21963	1/28/2015		Posted	586.11 ✓	0.00
			TORCH SET							
2816	DELMAR SHOEMAKER									
60925	2/5/2015 2/5/2015 10-12-3320	150.00			21670	1/5/2015		Posted	150.00 ✓	0.00
			RESTITUTION FOR PROPERTY DAMAGI							
84	ST JOHN'S SCHOOL - CROSSWALK GUARD									
60912	2/5/2015 2/5/2015 10-13-3000	95.00			20359	1/22/2015		Posted	95.00 ✓	0.00
			CROSSWALK-JAN.-19 DAYS @ 5.00							

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
Account#	Work Order	Description	Debit	Credit				
643 STANION WHSE ELECTRIC COMPANY (continued)								
60911	2/5/2015	2/5/2015	781.80			19731	1/26/2015	Posted
	53-43-6000			3786586-00-CONNECTORS/CLAMPS			103.70 ✓	0.00
	53-43-6000			3787194-00-200:5 C.T.'S			678.10 ✓	0.00
							781.80 ✓	0.00
2195 TIPTON SCREEN PRINTING								
60955	2/5/2015	2/5/2015	719.00			21964	1/28/2015	Posted
	10-17-6800			YOUTH BB T-SHIRTS			719.00 ✓	0.00
685 TRUCK PARTS AND EQUIPMENT								
60914	2/5/2015	2/5/2015	574.76	1213168	1/9/2015	21406	1/12/2015	Posted
	51-43-4330			BULLET/CABLE/TERMINAL			574.76 ✓	0.00
697 USD 273								
60926	2/5/2015	2/5/2015	351.00			20358	1/22/2015	Posted
	10-13-3000			CROSSWALK-JAN.-18 DAYS @ 19.50			351.00 ✓	0.00
410 UTILITIES								
60929	2/5/2015	2/5/2015	656.97			20399	1/27/2015	Posted
	10-13-6220			CITY SHARE OF JAIL UTILITIES			656.97 ✓	0.00
2067 VERIZON WIRELESS SERVICES, LLC								
60915	2/5/2015	2/5/2015	180.44	9738988473	1/16/2015	20366	1/22/2015	Posted
	10-11-5310			ADMIN-FEB			115.09 ✓	0.00
	10-20-5310			CEMETERY-FEB			65.35 ✓	0.00
							180.44 ✓	0.00
60916	2/5/2015	2/5/2015	44.89	9739027594	1/16/2015	20365	1/22/2015	Posted
	53-41-5310			POWER PLANT STAND-BY-FEB			44.89 ✓	0.00
60972	2/5/2015	2/5/2015	119.74	9739019591		20364	1/22/2015	Posted
	53-43-5310			SYSTEMS-FEB			38.66 ✓	0.00
	52-43-5310			SYSTEMS-FEB			40.54 ✓	0.00
	51-43-5310			SYSTEMS-FEB			40.54 ✓	0.00
							119.74 ✓	0.00
9593 VOLLE DARCEY								
60921	1/31/2015	1/31/2015	11.60					Posted
	53-00-2040			Deposit refunded for 719 N WOODLAND (11.60 ✓	0.00
2629 WAGeworks								
60917	12/31/2014	12/31/2014	77.00	125AI0374612		20376	1/26/2015	Posted
	10-11-3000			FSA MONTHLY FEE-DECEMBER			77.00 ✓	0.00
722 WATTS AND SON								
60918	2/5/2015	2/5/2015	148.37	3217	1/14/2015	20353	1/22/2015	Posted
	10-11-4300			REPLACE BELT/FILTERS-CHAMBER OFI			148.37 ✓	0.00
728 WEIS FIRE & SAFETY EQUIPMENT CO. INC.								
60971	2/5/2015	2/5/2015	447.80	143871	1/15/2015	CLARK162	1/26/2015	Posted
	25-00-3000			FIRE EXTINGUISHER SERVICE			447.80 ✓	0.00
660 WICHITA WINWATER WORKS CO., INC.								
60919	2/5/2015	2/5/2015	77.00	202670 00	1/21/2015	21412	1/23/2015	Posted
	51-43-6000			BURY SPLICE KIT			77.00 ✓	0.00
60920	2/5/2015	2/5/2015	27.12	202358 00	1/12/2015	21408	1/15/2015	Posted
	51-43-6000			HYDRANT ADAPTER			27.12 ✓	0.00
1035 BRUCE WILSON								
60924	2/5/2015	2/5/2015	60.00			20396	1/27/2015	Posted
	10-11-3000			BANK RECONCILIATION			60.00 ✓	0.00

524,693.84 92 Non-voided payables listed.

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 12/31/2014
 Ending: 2/5/2015
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided,
 Unpaid
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:

February 3, 2015

TITLE:

Resolution 2015-4 Authorizing the Offering for Sale of General Obligation Temporary Notes

ORIGINATING DEPARTMENT:

Administration

TYPE OF ACTION:

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution 2015-4 Authorizing the Offering for Sale of General Obligation Temporary Notes.

FISCAL NOTE:

- There are publication costs associated with this agenda item.

DISCUSSION:

Resolution 2015-4 will authorize the offering for the sale of General Obligation Temporary Notes to fund the paving improvements for North Campus additions and Silver Fox Estates.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION NO. 2015-4

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2015-1, OF THE CITY OF BELOIT, KANSAS.

WHEREAS, the City of Beloit, Kansas (the “Issuer”), has previously authorized certain internal improvements described as follows (collectively, the “Improvements”):

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority</u>	<u>Amount</u>
Paving Improvements– North Campus Add.	R-2014-20	K.S.A. 12-6a01 et seq.	\$1,270,000
Paving Improvements – Silver Fox Estates	R-2014-22	K.S.A. 12-6a01 et seq.	630,000
<i>Total:</i>			<i>\$1,900,000</i>

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

WHEREAS, none of such general obligation bonds previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the Issuer has selected the firm of Piper Jaffray & Co., Leawood, Kansas (“Financial Advisor”), as financial advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said temporary notes; and

WHEREAS, the Issuer desires to authorize the Financial Advisor, in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell said temporary notes.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer at competitive public sale the Issuer's General Obligation Temporary Notes, Series 2015-1 (the “Notes”) as described in the Notice of Note Sale, which is hereby approved in substantially the form presented to the governing body this date. All proposals for the purchase of the Notes shall be delivered to the governing body at its meeting to be held on the sale

date referenced in the Notice of Note Sale, at which meeting the governing body shall review such bids and award of the sale of the Notes or reject all proposals.

Section 2. The Preliminary Official Statement, dated February 3, 2015, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Notes.

Section 3. The Clerk, in conjunction with the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”), is hereby authorized and directed to give notice of said note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and shall be delivered to the governing body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the governing body shall review such bids and shall award the sale of the Notes or reject all proposals.

Section 4. For the purpose of enabling the purchaser of the Notes (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”), the Mayor and Clerk or appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on February 3, 2015.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

February 3, 2015

To: [Purchaser]
[Purchaser City, State]

Re: [\$1,665,000] City of Beloit, Kansas, General Obligation Temporary Notes, Series 2015-1

The undersigned are the duly acting Mayor and Clerk of the City of Beloit, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced notes (the "Notes").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

CITY OF BELOIT, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF NOTE SALE

\$1,665,000*

CITY OF BELOIT, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2015-1**

(GENERAL OBLIGATION NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Written, facsimile and electronic (as explained below) bids for the purchase of the above-referenced notes (the "Notes") of the City of Beloit, Kansas (the "Issuer") herein described will be received on behalf of the undersigned Clerk of the Issuer, in the case of written and facsimile bids, at the address hereinafter set forth, and in the case of electronic bids, via **PARITY**[®] until 11:00 a.m., Central Central Standard Time (the "Submittal Hour"), on

MARCH 3, 2015

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the "Successful Bidder") will be acted upon by the governing body at its meeting to be held at 7:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the "Authorized Denomination"). The Notes will be dated March 19, 2015 (the "Dated Date"), and will become due on September 1, 2016.

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2015 (the "Interest Payment Dates").

***Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Notes, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The principal amount may be adjusted by the Issuer in order to properly size the Note issue based on the discount and interest rates bid on the Notes. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or principal of any maturity as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., central standard time, on the Sale Date. The actual purchase price for the Notes shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the date of the Notes to the date of delivery.

Place of Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Note Register") of the Note Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Notes, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Note Registration. The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas. The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System. The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption of Notes Prior to Maturity.

General. Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on March 1, 2016 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at

any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Notes are being issued pursuant to K.S.A. 10-123, and K.S.A. 12-6a01 *et seq.*, as amended, and a resolution adopted by the governing body of the Issuer (the "Note Resolution") for the purpose of paying a portion of the cost of certain paving improvements (the "Improvements"). The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of said Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids. Written bids must be made on forms which may be procured from the Clerk or the Financial Advisor and shall be addressed to the undersigned, and marked "Proposal for General Obligation Temporary Notes, Series 2015-1." Written bids submitted by facsimile should not be preceded by a cover sheet and should be sent only once to (785) 738-2517. Confirmation of receipt of facsimile bids may be made by contacting the undersigned at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Note Sale. If provisions of this Notice of Note Sale conflict with those of PARITY®, this Notice of Note Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by *THE BOND BUYER*, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 6%; and (c) no supplemental interest payments will be considered. No bid shall be for less than 99.25% of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if

it is awarded the Notes, it will provide the certification as to initial offering prices described under the caption "Reoffering Prices" in this Notice.

Basis of Award. The award of the Notes will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Issuer or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by the Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Notes, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form, and shall specify all terms and conditions to which the Issuer will be required to agree in connection with the issuance of such insurance policy. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest net interest cost to the Issuer.

Ratings. The Issuer has applied to Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc. for a rating on the Notes herein offered for sale. Such application and ratings are further described in the Preliminary Official Statement, hereinafter described.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for printing the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **MARCH 19, 2015**, at DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official

Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

Reoffering Prices. To provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), the Successful Bidder will be required to complete, execute and deliver to the Issuer prior to the delivery of the Notes, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for the Notes; (b) that all of the Notes were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of the Notes would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale the public.

Subsequent to the Submittal Hour, such initial offering prices to the public shall be provided to the Issuer or the Financial Advisor not more than 20 minutes after requested by the Issuer or the Financial Advisor.

At the request of the Issuer, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated February 3, 2015, "deemed final" by the Issuer except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the "Rules"). Additional copies may be ordered by the Successful Bidder at its expense. The Issuer's acceptance, including electronic acceptance through PARITY[®], of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a contract between the Issuer and the Successful Bidder for purposes of the Rules.

Continuing Disclosure. The Securities and Exchange Commission (the "SEC") has promulgated amendments to its Rule 15c2-12 (the "Rule") requiring continuous secondary market disclosure for certain issues. In the Note Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Notes. For further information, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2014 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$22,979,803
Tangible Valuation of Motor Vehicles.....	92,071
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$23,071,874

The total general obligation indebtedness of the Issuer as of the date of delivery of the Notes, including the Notes being sold, is \$2,135,000.

Legal Opinion. The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Additional Information. Additional information regarding the Notes may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: February 3, 2015.

CITY OF BELOIT, KANSAS
By Amanda Lomax, Clerk

Written and Facsimile Bid Delivery Address:

City Hall
119 N. Hersey, P.O. Box 567
Beloit, Kansas 67420
Phone No.: (785) 738-3551
Fax No.: (785) 738-2517
Email: mlomax@beloitks.org

Financial Advisor

Piper Jaffray & Co.
11635 Rosewood Street
Leawood, Kansas 66211
Attn: Dustin Avey
Phone No.: (913) 345-3375
Fax No.: (913) 345-3393
Email: dustin.j.avey@pjc.com

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF BELOIT, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

TO: Amanda Lomax, Clerk
 City of Beloit, Kansas

March 3, 2015

For \$1,665,000 principal amount of General Obligation Temporary Notes, Series 2015-1, of the City of Beloit, Kansas, to be dated March 19, 2015, as described in your Notice of Note Sale dated February 3, 2015, said Notes to bear interest as follows:

<u>Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2016	\$1,665,000	_____ %

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount	\$1,665,000
Less Discount (not to exceed 0.75%)	_____
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
Total interest cost to maturity at the rate(s) specified	\$ _____
Net interest cost.....	\$ _____
Average annual net interest rate	_____ %
True Interest Cost	_____ %

This proposal is subject to all terms and conditions contained in said Notice of Note Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. The acceptance of this proposal by the Issuer shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____

Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Beloit, Kansas, the above proposal is hereby accepted on March 3, 2015.

Attest:

 Clerk

 Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed bids may be filed with the Clerk, Amanda Lomax, City Hall, 119 N. Hersey, Beloit, Kansas 67420, facsimile bids may be filed with the Clerk, Fax No. (785) 738-2517, or electronic bids may be submitted via **PARITY**[®], at or prior to 11:00 a.m., Central Standard Time, on March 3, 2015. Any bid received after such time will not be accepted or shall be returned to the bidder.

APPENDIX C

SUMMARY OF FINANCING DOCUMENTS

The following is a summary of certain provisions contained in the Note Resolution authorizing the issuance of the Notes and the Disclosure Undertaking. This summary does not purport to be complete and is qualified by reference to the entirety of the foregoing documents.

THE NOTE RESOLUTION

DEFINITIONS

In addition to words and terms defined elsewhere in this Official Statement, the following words and terms as used herein shall have the meanings hereinafter set forth. 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.

“**Act**” means the Constitution and statutes of the State of Kansas including K.S.A. 10-101 to 10-125, inclusive (specifically including K.S.A. 10-123), K.S.A. 10-620 *et seq.* and K.S.A. 12-6a01 *et seq.*, as amended and supplemented.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to such Notes.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“**Bond Counsel**” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“**Business Day**” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“**Cede & Co.**” means Cede & Co., as nominee of DTC and any successor nominee of DTC with respect to the Notes.

“**City**” means the City of Beloit, Kansas.

“**Clerk**” means the duly appointed and acting Clerk of the Issuer or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder of the United States Department of the Treasury.

“**Consulting Engineer**” means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Note Resolution.

“**Costs of Issuance**” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“**Dated Date**” means March 19, 2015.

“**Debt Service Account**” means the account by that name (within the Bond and Interest Fund) created by the Note Resolution.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

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

“DTC” means The Depository Trust Company.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in the Note Resolution (other than the covenants relating to continuing disclosure contained in the Note Resolution or the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate for the Notes, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Fiscal Year” means the twelve month period ending on December 31.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Funds and Accounts” means funds and accounts created by or referred to in the Note Resolution.

“Improvement Fund” means the fund by that name created in the Note Resolution.

“Improvements” means the improvements referred to in the preamble to the Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by the Note Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing September 1, 2015.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and in the Note Resolution provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer, and its successors and assigns.

“Note Resolution” means the resolution adopted by the governing body of the Issuer authorizing the issuance of the Notes, as amended from time to time.

“Notes” means the General Obligation Temporary Notes, Series 2015-1, authorized and issued by the Issuer pursuant to the Note Resolution.

“Official Statement” means the Issuer's Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore, authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of the Note Resolution; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchaser” means the financial institution or investment banking firm that is original purchaser of the Notes.

“Rating Agency” means any company, agency or entity that provides ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

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

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of the Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with the Note Resolution.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such

corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and the Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in the Note Resolution.

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

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

ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund.
- (b) Debt Service Account.

The above Funds and Accounts shall be administered in accordance with the provisions of the Note Resolution so long as the Notes are Outstanding.

Deposit of Note Proceeds and Other Moneys. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) All accrued interest public sale; and premium, if any, received from the sale of the Notes and an amount representing interest on the Notes during construction of the Improvements shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of (i) paying the costs of the Improvements; (ii) paying interest on the Notes during construction of the Improvements; and (iii) paying Costs of Issuance.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of the Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of the Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Substitution of Improvements; Reallocation of Proceeds. The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (b) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (c) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (d) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (a) the reallocation is approved by the governing body of the Issuer; (b) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (c) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Application of Moneys in the Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

DEPOSIT AND INVESTMENT OF MONEYS

Deposits. Moneys in each of the Funds and Accounts shall be deposited in a bank, savings and loan association or savings bank which are members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law, and which meet certain guidelines of State law. All such deposits shall be held in cash or invested in Permitted Investments or shall be adequately secured as provided by the laws of the State.

Investments. Moneys held in any Fund or Account may be invested in accordance with the Note Resolution and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

DEFAULT AND REMEDIES

Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Limitation on Rights of Owners. The covenants and agreements of the Issuer contained in the Note Resolution and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes of any series shall be of equal rank and without preference or priority of one Note over any other Note in the application of the Funds and Accounts pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in the Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Note Resolution, or to enforce any right, except in the manner provided in the Note Resolution, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Notes.

Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon.

DEFEASANCE

When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Note Resolution and all other rights granted thereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption.

TAX COVENANTS

General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Survival of Covenants. The covenants contained in the Note Resolution and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to the Note Resolution or any other provision thereof until such time as is set forth in the Federal Tax Certificate

CONTINUING DISCLOSURE REQUIREMENTS

Disclosure Requirements. The Issuer covenants in the Note Resolution with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking and to make the provisions of the Disclosure Undertaking applicable to the Notes. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the Note Resolution, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10

days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

MISCELLANEOUS PROVISIONS

Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such annual audit, a copy thereof shall be filed in the office of the Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Owner of any of the Notes, or by anyone acting for or on behalf of such user or Owner.

Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of Debt Service Requirements on the Notes as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of the Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of the Note Resolution.

Any provision of the Notes or of the Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement the Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform the Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Notices, Consents and Other Instruments by Owners. Any notice, request, complaint, demand or other communication required or desired to be given or filed under the Note Resolution shall be in writing, and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Electronic Transaction. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Severability. If any section or other part of the Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of the Note Resolution.

Governing Law. The Notes and the Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

THE DISCLOSURE UNDERTAKING

The Issuer has adopted an Omnibus Continuing Disclosure Undertaking (the “Disclosure Undertaking”) in which the Issuer covenants to provide certain financial and other information with respect to its outstanding obligations, including the Notes, in order to assist the Participating Underwriter in complying with the provisions of the SEC Rule. In the Note Resolution, the Issuer covenants to apply the provisions of the Disclosure Undertaking to the Notes. Such covenants are for the benefit of and enforceable by the Participating Underwriter and the Beneficial Owners. The Issuer is the only “obligated person” with responsibility for continuing disclosure with respect to the Notes.

DEFINITIONS

In addition to the definitions set forth in this “**APPENDIX C – THE NOTE RESOLUTION – Definitions**” unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report filed by the Issuer pursuant to, and as described in the Disclosure Undertaking.

“**Beneficial Owner**” means, with respect to a series of Bonds, any registered owner of any Bonds of such series and any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds of such series (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds of such series for federal income tax purposes.

“**Bond Insurer**” means the provider of the bond insurance policy, if any, for any series of Bonds.

“**Bonds**” means all bonds, notes, installment sale agreements, leases or certificates intended to be a debt obligation of the Issuer identified in the Disclosure Undertaking, including the Notes.

“**Designated Agent**” means Gilmore & Bell, P.C. or one or more other entities designated in writing by the Issuer to serve as a designated agent of the Issuer for purposes of the Disclosure Undertaking.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to the Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Information**” means the financial information of the Issuer described under the heading “**PROVISION OF ANNUAL REPORTS – Financial Information.**”

“**Material Events**” means any of the events listed under the heading “**REPORTING OF MATERIAL EVENTS.**”

“**MSRB**” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the SEC Rule.

“**Official Statement**” means collectively the Issuer's Official Statement(s) for each series of the Bonds, including all appendices and exhibits thereto.

“**Operating Data**” means the operating data of the Issuer described under the heading “**PROVISION OF ANNUAL REPORTS – Operating Data.**”

“**Participating Underwriter**” means each of the original underwriters of a series of Bonds required to comply with the SEC Rule in connection with the offering of such Bonds.

“**Repository**” means the MSRB via EMMA.

“**SEC**” means the Securities and Exchange Commission of the United States.

PROVISION OF ANNUAL REPORTS

The Issuer shall, or shall cause the Dissemination Agent to, not later than 240 days after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended in 2014, file with the Repository the Issuer's Annual Report, consisting of the Financial Information and Operating Data described as follows:

Financial Information. The audited financial statements of the Issuer for such prior Fiscal Year, prepared in accordance with generally accepted auditing standards, in substantially the format contained in *Appendix B* to the Official Statement. If audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain summary unaudited financial information and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available. The accounting basis and the method of preparation of the financial statements of the Issuer are contained in *Appendix B* to the Official Statement. The method of preparation and basis of accounting of the Financial Information may not be changed to a basis less comprehensive than contained in the Official Statement, unless the Issuer provides notice of such change in the same manner as for a Material Event.

Operating Data. Updates as of the end of the Fiscal Year of certain financial information and operating data described in the Official Statement (with such modifications to the formatting and general presentation thereof as deemed appropriate by the Issuer) generally described as follows:

- - Assessed Valuation
- - Tax Rates
- - Aggregate Tax Levies
- - Tax Collection Record
- - Major Taxpayers
- - Current Indebtedness of the Issuer
- - Lease Obligations
- - State Loans
- - Overlapping Indebtedness
- - Local Option Sales Tax

Additionally, the Issuer shall provide updates as of the end of the Fiscal Year for any material adverse changes in the portions of the Official Statement concerning Property Valuations and Pension and Employee Retirement Plans.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the SEC Rule), which have been filed with the Repository, the MSRB or the SEC. If the document included by reference is a final official statement, it must be available from the Repository. The Issuer shall clearly identify each such other document so included by reference. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audit report and accompanying financial statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event.

From and after such time that Section (b)(5) of the SEC Rule applies to any series of Bonds, if the Annual Report is not filed within the time period specified in *subsection (a)* hereof, the Issuer shall send a notice to the Repository in a timely manner. Pursuant to Section (d)(3) of the SEC Rule, filing of an Annual Report shall not apply to any Bonds with a stated maturity of 18 months or less.

REPORTING OF MATERIAL EVENTS

No later than 10 Business Days after the occurrence of any of the following Material Events, the Issuer shall give, or cause to be given, to the Repository notice of the occurrence of any of the following Material Events with respect to the Bonds, with copies to the Bond Insurer:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions ; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer (which shall be deemed to occur as provided in the SEC Rule);
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional paying agent or trustee or the change of name of the paying agent or trustee, if material.

Notwithstanding the foregoing, notice of Material Events described in (8) and (9) need not be given any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

DISSEMINATION AGENT

General. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as Dissemination Agent at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to the Disclosure Undertaking.

Annual Reports. If a Dissemination Agent shall be appointed, not later than 15 Business Days prior to the date specified for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent or the Repository; provided that an Annual Report shall not be required for any series of Bonds that has a stated maturity of 18 months or less. The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been filed pursuant to the Disclosure Undertaking, stating the date it was filed, or that the Issuer has certified to the Dissemination Agent that the Issuer has filed the Annual Report with the Repository. If the Dissemination Agent has not received an Annual Report or has not received a written notice from the Issuer that it has filed an Annual Report to the Repository, by the date required in the Disclosure Undertaking, the Dissemination Agent shall send a notice to the Repository; provided such report shall not be applicable to an Issuer that has outstanding \$10 million or less of principal amount of Bonds subject to the Rule.

Material Event Notices.

(1) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the chief financial officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event.

(2) The Issuer will promptly respond in writing to any such request. Whenever the Issuer obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent or otherwise, the Issuer shall promptly determine if such event constitutes a Material Event and shall promptly notify the Dissemination Agent in writing.

Such notice shall instruct the Dissemination Agent to report the occurrence. If the Issuer has determined that knowledge of an event is listed in (2), (7), (10) or (13) of the definition of a Material Event, is not material, the Issuer shall notify the Dissemination Agent in writing not to report the occurrence.

(3) If the Dissemination Agent has been given written instructions by the Issuer to report the occurrence of a Material Event, the Dissemination Agent shall file a notice of such occurrence with the Repository within 10 Business Days after the occurrence, with copies to the Issuer and the Bond Insurer. Notwithstanding the foregoing, notice of Material Events described in paragraphs (8) and (9) need not be given any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Undertaking. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer.

Other Designated Agents. The Issuer may, from time to time, appoint or designate a Designated Agent to submit Annual Reports, Material Event notices, and other notices or reports pursuant to the Disclosure Undertaking. The Issuer hereby appoints the Dissemination Agent and the Designated Agent(s) solely for the purpose of submitting Issuer-approved Annual Reports, Material Event notices, and other notices or reports pursuant to the Disclosure Undertaking. The Issuer may revoke this designation at any time upon written notice to the Designated Agent.

MISCELLANEOUS PROVISIONS

Termination of Reporting Obligation. The Issuer's obligations under the Disclosure Undertaking for a particular series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of that series of Bonds. If the Issuer's obligations hereunder are assumed in full by some other entity as permitted in the Bond Resolution, such person shall be responsible for compliance with under the Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or assumption occurs prior to the final maturity of such Bonds, the Issuer shall give notice of such termination or assumption in the same manner as for a Material Event

Amendment; Waiver. In conjunction with the public offering of any series of Bonds, the Issuer and the Dissemination Agent, if any, may amend the categories of Operating Data to be updated to conform to the operating data included in the final Official Statement for such series of Bonds, in conformance with the requirements and interpretations of the SEC Rule as of the date of such final Official Statement, without further amendment to the Disclosure Undertaking. Thereafter, the Operating Data to be filed by the Issuer with the Repository with respect to the Bonds (and all other series of Bonds then subject to the Disclosure Undertaking) shall be deemed to be amended to reflect the requirements of the revised Operating Data for the new series of Bonds.

The Issuer may amend and any other provision of the Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained therein, as so amended or after giving effect to such waiver, is in compliance with the SEC Rule and all current amendments thereto and interpretations thereof that are applicable to the Disclosure Undertaking; provided, however, that the Disclosure Undertaking, may be amended for the purpose of (a) extending the coverage of the Disclosure Undertaking to any additional series of Bonds or (b) removing reference to any series of Bonds for which the Issuer's reporting obligations have terminated, each without the provision of a written opinion as otherwise required by this paragraph. If a provision of the Disclosure Undertaking is amended or waived with respect to a series of Bonds pursuant to this paragraph, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (a) notice of such change shall be given in the same manner as for a Material Event; and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Additional Information. Nothing shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in the Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by the Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by the Disclosure Undertaking, the Issuer shall have no obligation under the Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Noncompliance. In the event of a failure of the Issuer or the Dissemination Agent, if any, to comply with any provision of the Disclosure Undertaking with respect to a series of Bonds, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer or the Dissemination Agent, if any, as the case may be, to comply with its obligations under the Disclosure Undertaking. Noncompliance with the provisions of the Disclosure Undertaking shall not be deemed an Event of Default under the Bond Resolution or the Bonds, and the sole remedy under the Disclosure Undertaking in the event of any failure of the Issuer or the Dissemination Agent, if any, to comply with the Disclosure Undertaking shall be an action to compel performance.

Electronic Transactions. Actions taken under the Disclosure Undertaking and the arrangements described therein may be conducted and related documents may be stored by electronic means.

Beneficiaries. The Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Dissemination Agent, if any, each Participating Underwriter and Beneficial Owners from time to time with respect to a series of Bonds, and shall create no rights in any other person or entity.

Governing Law. The Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State.

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REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
February 3, 2015	Resolution 2015-5 WAPA Agreement
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION
	<input type="checkbox"/> FORMAL ACTION <input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the City Council approve Resolution 2015-5 WAPA Agreement.

FISCAL NOTE:

- There are publication costs associated with this agenda item.

DISCUSSION:

Resolution 2015-5 will extend our agreement with Western Area Power Administration (WAPA) to purchase hydro-power to the year 2054.

Respectfully submitted,

Glenn Rodden
City Administrator

RESOLUTION
(To be completed by ALLOTTEE)

BE IT RESOLVED by the City Council of the _____,
(Official Name of City/Town)

that _____ is hereby authorized to execute for and on behalf of the
(Name of Official Signing Agreement on Behalf of City/Town)
_____, the attached Firm Electric Service Allocation
(Official Name of City/Town)

Assignment Agreement (Agreement), among the Western Area Power Administration, ASSIGNEE,
and _____, which was duly presented to the City Council,
(Official Name of City/Town (ALLOTTEE) of Agreement)
and which Agreement is hereby approved.

(State of Kansas)
(Insert State)

) ss

(County of _____)
(Insert County)

I, _____, the duly appointed and qualified City Clerk of the
(Name of City Clerk)
_____, do hereby certify that the foregoing is a true, accurate,
(Official Name of City/Town)
and complete copy of a resolution duly passed and adopted at a regular meeting of the City Council
of the _____, held on _____, _____
(Official Name of City/Town) (Month and Day) (Year)

Dated: _____

By: _____
(Signature of City Clerk)

(SEAL)

Title: _____

CERTIFICATE
(To be completed by ASSIGNEE)

I, Bob Poehling, certify that I am the General Manager of ASSIGNEE,
(Name of Official Signing Certificate) (Official's Title)

the association/organization/entity named as Kansas Municipal Energy Agency herein;
(Official Name of Association/Organization/Entity)

that Bob Poehling, who signed the above Agreement on behalf of
(Name of Official Signing Agreement on Behalf of ASSIGNEE)

ASSIGNEE was then its General Manager; and that said Agreement was duly
(Title of Official Signing Agreement)

signed for and on behalf of ASSIGNEE by authority of its governing body and is within the
scope of its corporate powers.

(SEAL)

By: _____
(Signature of Official Signing Certificate)

Name: Bob Poehling - General Manager

Address: 6300 W. 95th Street

Overland Park, Kansas 66212

Date: _____

**Western Area Power Administration
Rocky Mountain Region (RMR)
Loveland Area Projects – 2025 Power Marketing Initiative
Firm Electric Service Allocation Assignment Agreement**

AGREEMENT NUMBER AND EFFECTIVE DATE: (To be completed and assigned by Western)

Agreement No.		Effective Date:	
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ORIGINAL ALLOCATION HOLDER ("ALLOTTEE"): (To be completed by ALLOTTEE)

Company/Municipality Name:			
Type of Organization:			
Street Address:		Point of Contact:	
City:		Title:	
State:		Office Phone Number:	
Zip:		Cell Phone Number:	
State Formed/Organized Under:		E-mail:	

ASSIGNED ALLOCATION HOLDER ("ASSIGNEE"): (To be completed by ASSIGNEE)

Company Name:		Kansas Municipal Energy Agency	
Type of Organization:		Joint Action Agency	
Street Address:	6300 W. 95th Street	Point of Contact:	Jannsen
City:	Overland Park	Title:	Mgr, Projects and Assets
State:	Kansas	Office Phone Number:	913-660-0231
Zip:	66212	Cell Phone Number:	913-787-6568
State Formed/Organized Under:		E-mail:	bruse@kmea.com

RELATIONSHIP OF ALLOTTEE TO ASSIGNEE: (To be Completed by ASSIGNEE)

Member of Joint Action Agency

1. **PREAMBLE:** This Agreement is made pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1977 (91 Stat. 565); October 24, 1992 (106 Stat. 2776, 2799-2803); August 8, 2005 (119 Stat. 594); other acts that specifically apply to the projects involved; and acts amendatory or supplementary to the foregoing Acts, among the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called "Western," represented by the officer executing this Agreement or a duly appointed successor; ALLOTTEE; and ASSIGNEE, hereinafter sometimes collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 Western has allocated Federal hydropower capacity and energy from the Loveland Area Projects (LAP) under the provisions of the Post-1989 General Power Marketing and Allocation Criteria as supplemented, extended, and amended (Marketing Plan).
- 2.2 ALLOTTEE met the general eligibility criteria for an entity receiving an allocation and has been allotted a LAP Allocation under the Marketing Plan.
- 2.3 ALLOTTEE and ASSIGNEE requested that Western assign ALLOTTEE's LAP Allocation to ASSIGNEE. Western approved the ALLOTTEE's LAP Allocation assignment to ASSIGNEE, under the condition that the ALLOTTEE's LAP Allocation shall revert back to the ALLOTTEE at the ALLOTTEE's sole request.
- 2.4 ASSIGNEE and Western have a current LAP Firm Electric Service Contract, which includes the ALLOTTEE's existing LAP Allocation.
- 2.5 Western published the Final LAP 2025 Power Marketing Initiative (2025 PMI) in the Federal Register on December 30, 2013 (78 FR 79444). The 2025 PMI extends the Marketing Plan through September 30, 2054, and amends several Marketing Plan principles.
- 2.6 Western's current LAP Firm Electric Service Contracts expire at the end of the calendar day on September 30, 2024, and new contracts must be executed to provide continued service after the current contracts expire. ASSIGNEE will execute a new LAP Firm Electric Service Contract with Western for the period beginning October 1, 2024, through the end of the calendar day on September 30, 2054 (the 2025 PMI Contract).
- 2.7 Western, ALLOTTEE, and ASSIGNEE would like to continue the assignment of ALLOTTEE's LAP Allocation to ASSIGNEE for inclusion in ASSIGNEE's 2025 PMI Contract.

3. AGREEMENT:

- 3.1 ALLOTTEE assigns to ASSIGNEE, pursuant to the terms of this Agreement, ALLOTTEE'S LAP Allocation in effect as of October 1, 2024, as adjusted by the provisions of the Marketing Plan (2025 PMI Allocation).
- 3.2 Western and ASSIGNEE will incorporate ALLOTTEE's 2025 PMI Allocation and this Agreement into the ASSIGNEE's 2025 PMI Contract.
- 3.3 ASSIGNEE further represents any agreement between ASSIGNEE and ALLOTTEE related to the 2025 PMI Allocation will be consistent with the terms of the 2025 PMI Contract and this Agreement, and specifically shall include the substance of the provisions in Sections 3 and 4 of this Agreement. To the extent any such agreement conflicts with the 2025 PMI Contract or this Agreement, the 2025 PMI Contract shall control, then this Agreement, and last, any agreement between ASSIGNEE and ALLOTTEE.

3.4 Termination of this Agreement:

3.4.1 The ALLOTTEE may unilaterally terminate this Agreement by giving Western and the ASSIGNEE written notice of its intent to do so at least One Hundred Eighty (180) calendar days prior to the effective date of the termination.

3.4.2 This Agreement may be terminated by written agreement of ALLOTTEE, ASSIGNEE, and Western.

3.4.3 In the event ASSIGNEE's 2025 PMI Contract terminates for any reason, this Agreement shall be deemed terminated concurrently with termination of the ASSIGNEE's 2025 PMI Contract. ASSIGNEE will notify ALLOTTEE if the ASSIGNEE'S 2025 PMI Contract has terminated.

3.4.4 In the event of termination of this Agreement:

3.4.4.1 ALLOTTEE will provide written notice to Western of its desire to do one of the following:
(a) execute a 2025 PMI Contract or (b) assign its 2025 PMI Allocation to another ASSIGNEE, or
(c) take such other action allowed by Western. Any action ALLOTTEE requests must meet the requirements of the Marketing Plan and is subject to written approval by Western.

3.4.4.2 Western will confirm ALLOTTEE's firm electric service allocation as adjusted by the Marketing Plan.

3.4.4.3 Upon termination of this Agreement pursuant to Section 3.4.1 or 3.4.2 of this Agreement, the ASSIGNEE agrees that its 2025 PMI Contract will be modified to reflect the termination of the assignment of ALLOTTEE'S 2025 PMI Allocation.

3.5 This Agreement only covers the assignment of ALLOTTEE's 2025 PMI Allocation beginning October 1, 2024. For issues related to any assignment of ALLOTTEE's LAP Allocation in effect for the time period prior to October 1, 2024, ALLOTTEE should refer to the applicable assignment documents and LAP Firm Electric Service Contract for that time period. If ALLOTTEE, however, terminates all or part of its LAP Allocation or 2025 PMI Allocation prior to October 1, 2024, such termination shall result in a modification or termination of this Agreement, whichever is applicable. Notwithstanding the above, all Parties agree that any prior LAP Allocation assignment dealing with the ALLOTTEE's LAP Allocation, including any between ALLOTTEE and ASSIGNEE, terminates at the end of the calendar day on September 30, 2024, if not otherwise terminated prior to that date.

4. TERM OF AGREEMENT: This Agreement will become effective upon execution by the Parties, and will terminate at the end of the calendar day on September 30, 2054; Provided, That this Agreement may terminate under the earlier provisions set forth in Section 3.4 of this Agreement.

5. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective September 1, 2007, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That Provisions 2 through 30 shall not be applicable hereunder; Provided further, That the word "Contractor" in the GPCP refers to each the ALLOTTEE and ASSIGNEE.

6. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

ALLOTTEE:

Name: _____

Title: _____

Signature: _____

Date: _____

ASSIGNEE:

Name: Bob Poehling _____

Title: General Manager _____

Signature: _____

Date: _____

WESTERN AREA POWER ADMINISTRATION:

Name: _____

Title: _____

Signature: _____

Date: _____



6300 West 95th Street
Overland Park, Kansas 66212
office: 913.677.2884
fax: 913.677.0804

Dear WAPA Participant,

Please see the enclosed assignment agreement pertaining to your WAPA Contract Extension. This mailing is a duplicate of the previously sent email with attachments. As we have previously corresponded to you, it is the intent of WAPA to extend the current contract for power supply for an additional 30 year term past the current contract term. Enclosed with this mailing is an assignment agreement and cover letter that has been prepared for your city at the direction of WAPA. Please see the letter from WAPA for instructions on the process to execute this agreement. Per the WAPA instructions, please execute three copies and return by mail to KMEA by **Friday, February 13th**.

**Kansas Municipal Energy Agency
Attn: Jannsen Bruse
6300 W. 95th St.
Overland Park, Kansas 66212**

If you have any questions, please don't hesitate to contact me at **913-660-0231**. Thanks for your prompt attention to this!

Regards,

A handwritten signature in blue ink, appearing to be 'J. Bruse', with a long horizontal line extending to the right.

Jannsen Bruse
Manager, Projects and Assets
Kansas Municipal Energy Agency



Department of Energy
Western Area Power Administration
Rocky Mountain Customer Service Region
P.O. Box 3700
Loveland, CO 80539-3003

JAN 13 2015

To All Original Allocation Holders of Western Area Power Administration Loveland Area Projects Firm Electric Service Allocations:

You are receiving this information because your utility is an Original Allocation Holder of a Western Area Power Administration (Western) Loveland Area Projects (LAP) Allocation under the provisions of the LAP Post-1989 General Power Marketing and Allocation Criteria (Marketing Plan). You have assigned your current LAP Allocation to Kansas Municipal Energy Agency (KMEA) and Western has entered into a Firm Electric Service (FES) contract with KMEA to facilitate the delivery of your LAP Allocation and its associated benefits on your behalf.

Western's current LAP FES Contracts expire at the end of the calendar day on September 30, 2024. However, on December 30, 2013, Western published the final notice of the LAP – 2025 Power Marketing Initiative (2025 PMI). The 2025 PMI extends the current Marketing Plan, with amendments to certain marketing plan principles, and enables Western to extend Western's commitment of the LAP resource for a 30-year period beginning October 1, 2024, and continuing through September 30, 2054 (2025 PMI Contract Period).

KMEA is willing to continue contracting with Western on behalf of its members and Western is willing to continue contracting with a single agent to furnish firm electric service from LAP for KMEA's members within the marketing area defined in the Marketing Plan. Therefore, Western would like to enter into a new FES contract with KMEA to facilitate the delivery of your LAP allocation for the 2025 PMI Contract Period.

Western also desires to enter into a new three-party agreement with your utility and KMEA for the continued assignment of your LAP allocation to KMEA for the 2025 PMI Contract Period. The attached Loveland Area Projects – 2025 Power Marketing Initiative Firm Electric Service Allocation Assignment Agreement (Assignment Agreement) defines the terms and conditions of your continued LAP allocation assignment to KMEA for the 2025 PMI Contract Period.

The Assignment Agreement is attached as a fill-in form. Please take the following steps towards executing the Assignment Agreement:

- Open the Assignment Agreement using Adobe Reader.
- Complete the Original Allocation Holder ("Allottee") section on page 1 of the Assignment Agreement.
- Fill in your information on the Resolution page of the Assignment Agreement.

- Print three (3) originals of the Assignment Agreement for signature.
- Have your City Council adopt the Resolution and have your City Clerk sign and date the Resolution certifying it has been passed and adopted.
- Have the appropriate official complete and sign the Allottee portion of the signature page on page 4 of the Assignment Agreement for all three (3) originals.
- Send all three (3) signed originals to KMEA.
 - KMEA will complete the Certificate section of the agreement and sign all three (3) originals
 - KMEA will send the three (3) originals to Western.
- Upon receipt, Western will sign all three (3) originals and return one (1) executed original to you and one executed original to KMEA for your records.
- Upon completion of an Assignment Agreement with KMEA and each of its LAP participating members, Western will enter into a new LAP FES contract with KMEA for the 2025 PMI Contract Period.

If you have any questions, please contact Bob Langenberger via phone at (970) 461-7481 or via e-mail at langenberger@wapa.gov.

Sincerely,



David Neumayer
Vice President of Power Marketing
Rocky Mountain Region

