

COUNCIL MEETING PACKET
For

April 21, 2016
5:00 P.M.

Council Meeting



City of Oberlin, Kansas
Gateway 1 & 2
Oberlin, Kansas

AGENDA
PUBLIC NOTICE OF CITY COUNCIL MEETING

City of Oberlin, Kansas
Gateway 1 & 2, Oberlin, Kansas
April 21, 2016
5:00 P.M.

A regular meeting of the City Council of the City of Oberlin will be held on April 21, 2016 at 5:00 P.M. The Meeting will be called to order by the Mayor.

I. Meeting Called To Order — Mayor

II. Roll Call of the Members of the City Council and determination of quorum.

Wendelin ____ Williby ____ Horn ____ Oien ____ Marchello ____ Addleman ____

III. Pledge of Allegiance to the Flag.

IV. Proclamations

V. Board Appointments

VI. Public Comment

VII. Consent Agenda: Discussion and possible action by motion to approve the following items and or reports:

- Approval of the minutes of the previous meetings.
- Appropriation Ordinance – Payment of Bills
Motion _____ Second _____

VIII. The City Council may discuss and or take actions on the following agenda items:

New Business:

1. **Consider** presentation by the Oberlin City Park/Playground group. 10 minutes
2. **Consider** revised City Pool Rules and Rates. (Kampfer) 10 Minutes
3. **Consider** renewal of Baker Petrolite LLC Lease Agreement; City property located on North HWY 83 in Oberlin, KS. (Kampfer) 5 minutes
4. **Consider** and approve a Firm Electric Service (FES) Agreement between the City of Oberlin, the Kansas Municipal Energy Agency (KEMA) and the Western Area Power Administration (WAPA). (Kampfer/Hirsch) 10 minutes

Reports

1. Mayor's Report
2. Administrator's Report
 - Next Council Meeting – May 5
 - Keep Oberlin Beautiful – Community Cleanup Day – April 22nd
 - Now advertising for City Pool Lifeguards.
 - Pool Concession Stand
 - Tribal Knowledge
3. Treasurer
4. Police
5. Public Works
6. Code Enforcement
7. Other Reports

IX. Future Agenda Items

X. Miscellaneous (Informational Only)

XI. Adjournment

A copy of this notice is posted on the front window of the Oberlin City Hall (Gateway) in a place convenient and readily accessible to the general public at all times, and said notice was posted on **April 19, 2016** at 4:00 p.m. and remained so posted continuously preceding the scheduled time of said meeting.

Sandy Rush, City Clerk

The City Council for the City of Oberlin is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Clerk, 785-475-2217; or go by 1 Morgan Drive, Oberlin, KS, during normal business hours at least forty-eight (48) hours in advance of the meeting.

VII. Consent Agenda

REGULAR COUNCIL MEETING – April 7, 2015 – GATEWAY – 5:00 P.M.

Call to Order – Mayor Ladd Wendelin, called the meeting to order at 5:00 pm and the Pledge of Allegiance to the Flag was recited.

Roll Call of the Members of the City Council: Mayor Ladd Wendelin, Rusty Addleman, Josh Williby and Brandon Oien. **Majority of the Body Present.**

Absent – Jim Marchello and Marilyn Horn

OTHERS PRESENT – City Administrator Pete Kampfer, City Attorney Steve Hirsch, Police Chief Troy Haas, City Foreman David Sporn, City Treasurer Steve Zodrow, Water Supervisor Willard Perrin, Cemetery Sexton Jeremy Tally, Chris Miller with Miller & Associates, Nick Oliver with The Oberlin Herald, Mike Dempewolf, Laverne Rippe, Ruth Miesner, Jeanie Lavers, Ronda Schroer, Haley Roberson, Megan Ketterl and City Clerk Sandy Rush.

PROCLAMATIONS - None

PUBLIC COMMENT – Laverne Rippe inquired about the Gateway budget and whether or not the Public was kept informed.

CONSENT AGENDA

Approval of the minutes of the March 3, 2016 regular Council meeting.
Appropriations Ordinance - Payment of Bills
Oien moved, second by Addleman to approve the Consent Agenda. **Motion carried.**

NEW BUSINESS

Consider Final Pay Request/Close-Out Report for the Water Main Project – Chris Miller with Miller & Associates informed the Council that the water project was complete and that there was a one year warranty. He explained the change order was to the benefit of the City, with the final bill under budget. He is requesting approval of three items.

1. Change Order No. 3 – Final Adjusted Price (\$2447.50)
2. Application and Certificate for Payment No. 9 – Final – Myers Construction \$182,824.99
3. Certificate of Substantial Completion

Williby moved, second by Oien to approve the request. **Motion carried.**

5-Year City Comprehensive Plan – Administrator Kampfer requested Chris Miller's opinion on a comprehensive plan. Mr. Miller said the benefits included being able to lay out for future councils a plan of what the town should look like if it grows.

Discuss Ordinance No. 11; Transient Guest Tax for Tourism and Conventions - Administrator Kampfer went over Charter Ordinance No. 11 with the council. The ordinance established the CVB and sets forth the boards duties and structure. The ordinance also establishes the transient guest tax and the rate charged.

BOARD APPOINTMENTS – Addleman moved, second by Oien to approve Mayor Wendelin's recommended Convention Visitor Bureau (CVB) Board Members; Gary Anderson, Sharleen Wurm, Shayla Williby, Galen Olson, Pete Kampfer, Lisa Votapka and Marsha Richards. The term is for two years and will end 2018. **Motion carried.**

Ratify Library Board's Decision to improve the Library Facility - Jeannie Lavers explained the change in library improvement plans being requested for approval. She said the library board thought regulations kept it from opening the library's basement for storage and would require an elevator, which would have cost nearly \$100,000. After researching, she found that to be incorrect. The library will reapply for a Hansen Foundation grant and rely on donations and fundraisers, with the Councils approval, to pay for and install new front doors, a handicapped-accessible restroom and carpet. Mrs. Lavers reported the cost should be around \$31,000. Williby moved, Addleman seconded to approve the improvements to the Library. **Motion carried.**

Consider Appointment of Director #2 to the Kansas Municipal Energy Agency (KMEA) Board of Directors – Addleman moved, seconded by Oien to approve appointing Mayor Wendelin to the position of Director #2 to KMEA. **Motion carried.**

Consider and approve reviewed local Cereal Malt Beverage (CMB) and Liquor License application: United Rebel Sprint Series LLC – Williby moved, seconded by Oien to approve the application for a CMB license. **Motion carried.**

Consider Replacement of the Gateway 81 Gallon Hot Water Heater Utilizing the Bremer Trust Fund – Administrator Kampfer reported to the Council that the hot water heater that supplies hot water to the Gateway kitchen has been leaking for the past four weeks and needs to be replaced. The lowest bid was \$6997.60 from Garrett Plumbing, Norton, which includes a three year warranty. Addleman moved, second by Oien to approve the purchase of the water heater to be funded by the Bremer fund. **Motion carried.**

OLD BUSINESS

Continued Input, Planning and Discussion of the Proposed 2016 Street Pavement Management – After a discussion Oien moved, second by Addleman to delay the proposed street improvements until Kampfer could bring an exact cost for two to four blocks using chip seal versus cement to Council for review and discussion/approval. **Motion carried.**

Consider Pay-As-You-Throw Solid Waste Program Discussion – Administrator Kampfer reaffirmed the pay-as-you-throw process and benefits for those that live on a fixed income or for those that would like a choice. After a short discussion, no decision was made.

REPORTS

Mayor's Report

- April 22 & 23 -Mayor Wendelin will be gone for LKM Leadership Summit in Junction City

Administrator's Report

Several reminders for the Council:

- April 21 – Next Council Meeting
- April 22 - Keep Oberlin Beautiful – Community Cleanup Day
- County Burn Ban in Effect
- City Park Community Committee Improvement Project
- May 4,5,6 – Pete, Dan and David to KMU Conference in Wichita
- Reported the video for Oberlin is on the website
- Read a thank-you from Brian and Pam Simonson for the use of the Gateway for a wedding

Treasures Report – Cash Flow report attached

Police Report

- Report attached.
- Reported he has hired a new police officer and he will be attending Police Academy starting April 18, 2016.

City Foreman Report - Attached

ADJOURNMENT – At 6:05 Addleman moved, second by Williby the meeting be adjourned. **Motion carried.**

City Clerk

Mayor

All Funds Cash Flow

Date: 3/31/2016
 FY remaining: 75%

Fund	Description	Type	2016 Beginning Cash Balance	2016 YTD Actual Revenue	2016 Budget Revenue	Percent of Budget Remaining	2016 YTD Actual Expenses	2016 Budget Expenses	Percent of Budget Remaining	Current Cash Balance
20	General	B	\$ 277,586	\$ 324,483	\$ 895,418	63.8%	\$ 398,782	\$ 1,095,641	63.6%	\$ 203,287
21	Police Special	N	\$ 40,318	\$ 11			\$ -			\$ 40,329
22	Airport Project	N	\$ 70,200	\$ 11,508			\$ 5,204			\$ 76,504
23	Airport Operating	B	\$ -	\$ 30,753	\$ 80,406	61.8%	\$ 12,210	\$ 80,406	84.8%	\$ 18,543
24	Cemetery & Parks	B	\$ 24,386	\$ 119,537	\$ 167,910	28.8%	\$ 20,364	\$ 141,390	85.6%	\$ 123,559
29	Consolidated Streets	B	\$ -	\$ 201,865	\$ 279,094	27.7%	\$ 58,413	\$ 279,094	79.1%	\$ 143,452
30	Special Highway	B	\$ 143,038	\$ -	\$ -	100.0%	\$ 113,133	\$ 113,133	0.0%	\$ 29,905
31	Library	B	\$ 12,171	\$ 36,082	\$ 68,967	47.7%	\$ 31,652	\$ 79,125	60.0%	\$ 16,601
34	Risk Management	N	\$ 100,755	\$ -			\$ -			\$ 100,755
36	Memorials	N	\$ 5,944	\$ -			\$ -			\$ 5,944
37	Tourism	B	\$ 2,195	\$ -	\$ -	100.0%	\$ -	\$ -	100.0%	\$ 2,195
39	Centennial Trust	N	\$ 401	\$ -			\$ -			\$ 401
42	Airport Memorials	N	\$ 1,879	\$ -			\$ -			\$ 1,879
43	Community Development	B	\$ 29,526	\$ 46,260	\$ 57,500	19.5%	\$ 19,605	\$ 58,100	66.3%	\$ 56,181
44	Swimming Pool Operating	B	\$ 328,669	\$ 97,480	\$ 386,000	74.7%	\$ 8,816	\$ 436,235	98.0%	\$ 417,333
45	Swimming Pool Donations	N	\$ 55,979	\$ 10			\$ -			\$ 55,989
46	Swim Pool Equipment Reserve	N	\$ 50,000	\$ -			\$ -			\$ 50,000
47	Swim Pool Debt Reserve	N	\$ 98,000	\$ -			\$ -			\$ 98,000
50	Street CDBG	N	\$ (1,930)	\$ 1,930			\$ -			\$ -
52	Equipment Fund	N	\$ 162,911	\$ 25,000			\$ -			\$ 187,911
53	Gateway Civic Center	B	\$ 77,541	\$ 19,104	\$ 156,750	87.8%	\$ 32,288	\$ 155,650	79.3%	\$ 64,357
54	Gateway Donation	N	\$ 171,936	\$ 31			\$ -			\$ 171,967
60	Payroll Agency Funds	N	\$ 875	\$ 951			\$ 203			\$ 1,623
69	Refuse Collection	B	\$ -	\$ 55,961	\$ 202,200	72.3%	\$ 41,950	\$ 187,200	77.6%	\$ 14,011
70	Electric Utility	B	\$ 496,959	\$ 507,880	\$ 2,289,979	77.8%	\$ 399,453	\$ 2,270,662	82.4%	\$ 605,386
71	Electric Reserve	N	\$ 801,245	\$ -			\$ -			\$ 801,245
72	Customer Deposits	N	\$ 68,922	\$ 2,200			\$ 1,600			\$ 69,522
73	Utilities Unapplied Payments	N	\$ 16,125	\$ -			\$ 3,297			\$ 12,828
80	Sewer Utility	B	\$ 125,378	\$ 72,337	\$ 331,850	78.2%	\$ 92,649	\$ 325,847	71.6%	\$ 105,066
81	Sewer Reserve	N	\$ 957,977	\$ -			\$ -			\$ 957,977
90	Water Utility	B	\$ 866,765	\$ 132,755	\$ 807,194	83.6%	\$ 136,266	\$ 987,335	86.2%	\$ 863,254
91	Water Reserve	N	\$ 337,548	\$ -			\$ -			\$ 337,548
92	Water Project	N	\$ 587,950	\$ 63,748			\$ 387,846			\$ 263,852
			\$ 5,911,249	\$ 1,749,886	\$ 5,723,268		\$ 1,763,731	\$ 6,209,818		\$ 5,897,404

DEBT

Year		Description	Rate	Beginning Balance	Loan Proceeds	Principal Payments	Ending Balance	Interest Paid
Issued	Matures							
2004	2026	KDHE Water Pollution	2.770%	\$ 889,016	\$ -	\$ 36,766	\$ 852,250	\$ 12,313
2012	2052	GO Water System Impr	2.125%	\$ 1,026,680	\$ -	\$ -	\$ 1,026,680	\$ -
2012	2017	Street Sweeper Lease	2.860%	\$ 50,407	\$ -	\$ 16,564	\$ 33,843	\$ 721
2012	2017	Loader Lease	3.200%	\$ 55,472	\$ -	\$ 27,299	\$ 28,173	\$ 1,775
2014	2028	Pool Lease - PBC	0.5% - 3.9%	\$ 1,890,000	\$ -	\$ -	\$ 1,890,000	\$ -
2015	2055	GO Water System Impr A	2.125%	\$ 5,251,000	\$ -	\$ -	\$ 5,251,000	\$ -
2015	2055	Go Water System Impr B	2.750%	\$ 650,000	\$ -	\$ -	\$ 650,000	\$ -
				\$ 9,812,575	\$ -	\$ 80,629	\$ 9,731,946	\$ 14,809

All Funds Cash Flow

Month: February 2016

Fund	Description	Type	Month Beginning Cash Balance	Monthly Revenue	Monthly Expenses	Month Ending Cash Balance
20	General	B	\$ 202,194	\$ 54,743	\$ 53,650	\$ 203,287
21	Police Special	N	\$ 40,326	\$ 3	\$ -	\$ 40,329
22	Airport Project	N	\$ 76,504	\$ -	\$ -	\$ 76,504
23	Airport Operating	B	\$ 15,961	\$ 3,207	\$ 625	\$ 18,543
24	Cemetery & Parks	B	\$ 129,749	\$ 1,626	\$ 7,816	\$ 123,559
29	Consolidated Streets	B	\$ 144,583	\$ 6,603	\$ 7,734	\$ 143,452
30	Special Highway	B	\$ 29,905	\$ -	\$ -	\$ 29,905
31	Library	B	\$ 13,219	\$ 3,941	\$ 559	\$ 16,601
34	Risk Management	N	\$ 100,755	\$ -	\$ -	\$ 100,755
36	Memorials	N	\$ 5,944	\$ -	\$ -	\$ 5,944
37	Tourism	B	\$ 2,195	\$ -	\$ -	\$ 2,195
39	Centennial Trust	N	\$ 401	\$ -	\$ -	\$ 401
42	Airport Memorials	N	\$ 1,879	\$ -	\$ -	\$ 1,879
43	Community Development	B	\$ 58,681	\$ -	\$ 2,500	\$ 56,181
44	Swimming Pool Operating	B	\$ 386,319	\$ 33,459	\$ 2,445	\$ 417,333
45	Swimming Pool Donations	N	\$ 55,986	\$ 3	\$ -	\$ 55,989
46	Swim Pool Equipment Reserve	N	\$ 50,000	\$ -	\$ -	\$ 50,000
47	Swim Pool Debt Reserve	N	\$ 98,000	\$ -	\$ -	\$ 98,000
50	Street CDBG	N	\$ -	\$ -	\$ -	\$ -
52	Equipment Fund	N	\$ 187,911	\$ -	\$ -	\$ 187,911
53	Gateway Civic Center	B	\$ 66,946	\$ 8,014	\$ 10,603	\$ 64,357
54	Gateway Donation	N	\$ 171,955	\$ 12	\$ -	\$ 171,967
60	Payroll Agency Funds	N	\$ 1,148	\$ 478	\$ 3	\$ 1,623
69	Refuse Collection	B	\$ 13,877	\$ 13,971	\$ 13,837	\$ 14,011
70	Electric Utility	B	\$ 552,260	\$ 183,358	\$ 130,232	\$ 605,386
71	Electric Reserve	N	\$ 801,245	\$ -	\$ -	\$ 801,245
72	Customer Deposit	N	\$ 70,522	\$ 200	\$ 1,200	\$ 69,522
73	Utilities Unapplied Payments	N	\$ 15,810	\$ 500	\$ 3,482	\$ 12,828
80	Sewer Utility	B	\$ 87,397	\$ 29,938	\$ 12,269	\$ 105,066
81	Sewer Reserve	N	\$ 957,977	\$ -	\$ -	\$ 957,977
90	Water Utility	B	\$ 855,142	\$ 53,637	\$ 45,525	\$ 863,254
91	Water Reserve	N	\$ 337,548	\$ -	\$ -	\$ 337,548
92	Water Project	N	\$ 200,104	\$ 63,748	\$ -	\$ 263,852
			\$ 5,732,443	\$ 457,441	\$ 292,480	\$ 5,897,404

DEBT

Year		Description	Rate	Month Beginning Balance	Monthly Loan Proceeds	Monthly Principal Payments	Month Ending Balance	Monthly Interest Paid
Issued	Matures							
2004	2026	KDHE Water Pollution	2.770%	\$ 852,250	\$ -	\$ -	\$ 852,250	\$ -
2012	2052	GO Water System Impr	2.125%	\$ 1,026,680	\$ -	\$ -	\$ 1,026,680	\$ -
2012	2017	Street Sweeper Lease	2.860%	\$ 33,843	\$ -	\$ -	\$ 33,843	\$ -
2012	2017	Loader Lease	3.200%	\$ 28,173	\$ -	\$ -	\$ 28,173	\$ -
2014	2028	Pool Lease - PBC	0.5% - 3.9%	\$ 1,890,000	\$ -	\$ -	\$ 1,890,000	\$ -
2015	2055	GO Water System Impr A	2.125%	\$ 5,251,000	\$ -	\$ -	\$ 5,251,000	\$ -
2015	2055	Go Water System Impr B	2.750%	\$ 650,000	\$ -	\$ -	\$ 650,000	\$ -
				\$ 9,731,946	\$ -	\$ -	\$ 9,731,946	\$ -

VIII. Action Agenda Items

New Business/Old Business

New Business:

Consider presentation by the Oberlin City Park/Playground group. 10 minutes

Consider revised City Pool Rules and Rates. (Kampfer) 10 Minutes

Consider renewal of Baker Petrolite LLC Lease Agreement; City property located on North HWY 83 in Oberlin, KS. (Kampfer) 5 minutes

Consider and approve a Firm Electric Service (FES) Agreement between the City of Oberlin, the Kansas Municipal Energy Agency (KEMA) and the Western Area Power Administration (WAPA). (Kampfer/Hirsch) 10 minutes

New Agenda Item Number 1

Consider presentation by the Oberlin City Park/Playground group. 10
minutes

Oberlin Park & Playground Improvements

Our Mission

- To improve parks in Oberlin by providing safe, well-maintained areas
- To enhance to quality of life by providing healthy, engaging activities for all ages
- Strengthen the bonds of community

Ball Field Equipment



Ball Field

- We ask that this be installed prior to the start of baseball, softball games
- WHY?
- Jeremy Tally has this on his agenda for April

Boy Scout Park

- Equipment has arrived
- Timeline for installation
- Combined Efforts

Our Progress...

- Pickett Fence Fundraiser
- Grant Submission
- Purchase is contingent on available funding

Pickett Fence Fundraiser



Pickett Fence Fundraiser

- Recycled plastic material
 - durable, weather resistant, environmentally conscious product
- Donor purchases a pickett/comes with their name engraved in it
- Fence would encompass our new City Park

Questions??

New Agenda Item Number 2

Consider revised City Pool Rules and Rates. (Kampfer) 10 Minutes

Pool Rules

1. All persons entering the swimming pool must sign in with the pool staff at the front desk before entering the dressing rooms or pool areas. The Oberlin City Pool is a family oriented facility.
2. All children under 8 must be accompanied by a parent or responsible adult. All youth not swimming are required to be safely seated away from the water. The pool staff is not expected to 'baby-sit' any children.
3. No food, drink, chewing gum or glass will be allowed around the pool or the red line.
4. No smoking is allowed in any part of the facility.
5. All swimmers or sunbathers, regardless of age, must wear a bathing suit to adequately cover his/her body. The pool employee in charge will make the decision whether a bathing suit is inappropriate.

Proper Swim Attire:

- * Lined swimsuits (no exposed metal buckles, rivets, buttons, etc.)
- * Thongs and see-through swimsuits are prohibited
- * Toddlers and infants must wear plastic pants

6. Admission to the pool may be denied for any of the following reasons: when an individual is apparently unable to care for himself, intoxication is evident, presence of a contagious disease, open sores, or wounds, or any condition that will jeopardize the health and safety of the general public.
7. All swimmers will be asked to shower before entering the pool.
8. No flotation devices of any type are allowed in the pool during public swim. US Coast Guard approved life jackets are allowed only when a child is accompanied by a parent or responsible adult.
9. Kickboards may be used only by adults participating in adult lap.
10. No diving is allowed in shallow end.
11. Pool equipment/toys must be approved by the pool staff before use in the pool.
12. Children and youth required to pass a swim test before being allowed in the deep end.
13. No running, pushing or horseplay (ex. Hanging on ropes, shoulder rides) is allowed at any time. Lifeguards will warn offenders and ask them to leave on the 2nd infraction if necessary. No refunds will be given to those who are asked to leave.
14. Profanity, improper language and behavior are prohibited and are grounds for immediate suspension from the pool. Suspension may be continued for a time period to be determined by the Pool Manager
15. Pets are prohibited throughout the entire facility.
16. No One allowed in the lifeguard chairs except city lifeguards.

The City of Oberlin, Kansas



The City of Oberlin Pool

Pool Opens:
May 28th

Pool Closes:
Sept. 5th

City Offices: 785-475-2217
Pool: 785-475-3112

Hours of Operation

Monday Thru Friday	1:00 – 5:00
	6:30 – 8:00
(Ladies Morning Swim)	11am – 12:00
(Adult Evening Lap Swim)	6:00 – 6:30
Saturday and Holidays	1:00 – 6:00
Sunday Afternoon	1:00 – 5:00
Sunday Evening — (Family Night)	6:00 – 8:00

Pool Closing Policy

The pools will be closed when one of the following conditions exist:

1. Presence of lightning or thunder.
2. During home swim meets and special events.
3. Closed evenings of Fair Week.
4. As deemed necessary by the pool Management Staff.

For current pool/swimming conditions call the pool desk at 785-475-3112



Pool Fees

Membership	Seasonal
Passes	
Individual	\$50.00
Family of 4	\$70.00
Family of 5	\$90.00
Family of 6	\$100.00
Family of 7	\$110.00
Seniors	\$35.00
Non-profit	\$35.00
Public Swim	
Children (under 12)	\$2.00/day
Adult (12 and up)	\$3.00/day
Seniors (58 and over)	\$1.00/day
Activities	
Swim Lessons (2 week sessions)	\$20.00

Pool Rental

Throughout the summer season, the pool is available for rentals on Saturdays from 6 pm—10 pm and on Sundays from 8pm - 10 pm.

Rental Includes: pool, dressing facility, showers, restrooms and life-guard supervision. No electricity available. No power cables allowed. No oversized amplified music.

Rate: \$150 for 2 hours 1-75 guests
\$200 for 2 hours 76-100 guests

All rentals require an Administrative Fee (non refundable) - \$25.00

The maximum pool rental capacity is 100 people. To make a pool reservation or if you have any questions or need more information about renting the pool, please call 785-475-2217.

New Business

Agenda Item No. 3

Consider renewal of Baker Petrolite LLC Lease Agreement; City property located on North HWY 83 in Oberlin, KS. (Kampfer) 5 minutes

SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement (this "Amendment") is made and entered into by and between the **CITY OF OBERLIN, KANSAS**, ("Landlord"), and **BAKER PETROLITE LLC**, a Delaware limited liability company ("Tenant"), effective as of June 1, 2016 (the "Effective Date"). Capitalized Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Lease (hereinafter defined).

WITNESSETH:

WHEREAS, Landlord and Baker Petrolite Corporation, a Delaware corporation ("Original Tenant") entered into that certain Lease Agreement dated effective March 1, 1999 (as amended, the "Lease"), pursuant to which Landlord agreed to lease to Original Tenant and Original Tenant agreed to lease from Landlord approximately one (1) acre of land (the "Premises") located on North U. S. Highway 83, Oberlin, Kansas as more particularly described in the Lease; and

WHEREAS, the Lease expired on February 28, 2001, and, thereafter, was continued on a month-to-month basis by the mutual agreement of Landlord and Original Tenant; and

WHEREAS, the Lease was previously amended by that certain Lease Extension Agreement between Landlord and Original Tenant dated March 1, 2003, extending the Term of the Lease from March 1, 2003, through February 28, 2005; and

WHEREAS, the Lease was previously amended by that certain Second Lease Extension Agreement between Landlord and Original Tenant dated March 1, 2005, extending the Term of the Lease from March 1, 2005, through February 28, 2007; and

WHEREAS, the Lease expired on February 28, 2007, and, was continued on a month-to-month basis by the mutual agreement of Landlord and Original Tenant; and

WHEREAS, the Lease was previously amended by that certain Third Amendment to Lease Agreement between Landlord and Original Tenant dated effective June 1, 2007, extending the Term of the Lease from June 1, 2007, through May 31, 2009; and

WHEREAS, the Lease was previously amended by that certain Fourth Amendment to Lease Agreement between Landlord and Original Tenant dated effective June 1, 2009, extending the Term of the Lease from June 1, 2009, through May 31, 2011; and

WHEREAS, the Lease was previously amended by that certain Fifth Amendment to Lease Agreement between Landlord and Original Tenant dated effective June 1, 2011, extending the Term of the Lease through May 31, 2014; and

WHEREAS, pursuant to that certain letter from Original Tenant to Landlord, dated April 22, 2014, Original Tenant exercised its right to extend the Term of the Lease through May 31, 2016; and

WHEREAS, as of December 31, 2014, Original Tenant converted to a Delaware limited liability company and changed its name to Baker Petrolite LLC; and

WHEREAS, Landlord and Tenant have agreed to extend the Lease for a period of one (1) year; and

WHEREAS, Landlord and Tenant have agreed to make certain other changes in the terms and provisions of the Lease as hereafter provided and desire to execute this Amendment to set forth in writing all such changes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the premises and of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant and agree as follows:

1. **Term.** The Term of the Lease is extended for a period of one (1) year, commencing on June 1, 2016, and ending on May 31, 2017.

2. **Rent.** Rent for the Premises during the extension shall be One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per annum, which amount shall be payable in equal monthly installments of \$150.00 commencing on June 1, 2016, and continuing thereafter on the first day of each calendar month through the end of the Term, as extended hereby.

As hereby expressly amended, the Lease is ratified and confirmed to be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first set forth above.

Landlord:

Tenant:

CITY OF OBERLIN, KANSAS

BAKER PETROLITE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

New Business

Item No. 4

Consider and approve a Firm Electric Service (FES) Agreement between the City of Oberlin, the Kansas Municipal Energy Agency (KEMA) and the Western Area Power Administration (WAPA). (Kampfer/Hirsch) 10 minutes



6300 West 95th Street
Overland Park, Kansas 66212-1431

office: 913.677.2884
fax: 913.677.0804

April 8, 2016

Dear KMEA WAPA Participants:

Your current Firm Electric Service (FES) Contract with KMEA for your Western Area Power Administration (WAPA) allocation is scheduled to expire on September 30, 2024. In order to provide continued service after your current contract expires, all KMEA WAPA participants executed a FES Allocation Assignment Agreement in 2015 which will provide your City a 30 year extension through September 30, 2054. The Assignment Agreements between your City, KMEA, and WAPA will become Exhibit D within your Hydro Pooling Agreement.

Included are (2) two agreements between KMEA and your City which will formally finalize and extend your WAPA allocation through 2054. At your earliest convenience, **please execute two originals of the enclosed agreements and mail them to KMEA.** Once KMEA receives the originals from all the WAPA participants, KMEA will execute the agreements and return one original to your City, which will include the fully executed agreement between KMEA & WAPA, Exhibit E in your agreement. Please note that Exhibit E is not included in your package.

Within the next few days, KMEA will electronically send a non-executed version of Exhibit E, to your City.

Please let us know if you have any questions.

Regards,

A handwritten signature in blue ink that reads 'Paul Mahlberg'.

Paul Mahlberg, KMEA
General Manager

**HYDRO POWER POOLING CONTRACT
(LOVELAND AREA PROJECTS)**

BETWEEN

KANSAS MUNICIPAL ENERGY AGENCY

AND

CITY OF OBERLIN, KANSAS

DATED AS OF _____

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Exhibit A – KMEA Participants' Hydro Entitlement

Exhibit B – Class A Participants' Combined Hydro Entitlements (CROD & Energy)

Exhibit C – Formula to Allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Exhibit D – 2025 Power Marketing Initiative Firm Electric Service Allocation Assignment Agreement

Exhibit E – Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration, Rocky Mountain Region (Loveland Area Projects) and KMEA for firm electric service

Exhibit F – Points of Delivery

Exhibit G – City's Hydro Entitlement

**HYDRO POWER POOLING CONTRACT
(LOVELAND AREA PROJECTS)
BETWEEN
KANSAS MUNICIPAL ENERGY AGENCY
AND
CITY OF OBERLIN, KANSAS**

THIS **HYDRO POWER POOLING CONTRACT (LOVELAND AREA PROJECTS)** is made as of the ____ day of _____, 20__, by and between the **KANSAS MUNICIPAL ENERGY AGENCY**, a Kansas municipal energy agency, acting as the Participants' agent ("KMEA"), and the **CITY OF OBERLIN, KANSAS**, a Kansas municipal corporation (the "City").

WHEREAS, pursuant to the Act, as defined herein, KMEA is empowered to make and enter into any contract or agreement necessary or incidental to the performance of its duties and the execution of its powers under the Act, including contracts for the purchase, sale, transmission or exchange of power and other energy with the United States or with other energy systems, either privately, cooperatively or publicly owned; and

WHEREAS, the Western Area Power Administration ("Western") is an agency of the United States Department of Energy ("DOE") and has made an allocation of hydroelectric power and energy to the City pursuant to the hereinafter defined Marketing Plan; and

WHEREAS, KMEA will execute the Power Sales Contract, with Western, under which KMEA will coordinate and pool the Hydro Entitlements of the Participants to hydroelectric power and energy from reservoir projects, constructed and operated by the United States Bureau of Reclamation, as such power and energy become available; and

WHEREAS, in order to effect deliveries of hydroelectric power and energy from the transmission system of Western to the transmission systems of SEC, MWE, KCPL, WESTAR and MKEC for ultimate use by the Participants, it is necessary to utilize certain transmission facilities owned and operated or controlled by SEC, NPPD or any other Transmission Provider and interconnections established and maintained by SEC, NPPD or any other Transmission Provider and Western pursuant to a firm transmission service contract in conjunction with the Power Sales Contract, and the hereinafter-defined Pooling Contracts; and

WHEREAS, to implement this administrative, coordinating and pooling process, KMEA will enter into a Hydro Power Pooling Contract with each of the Participants, including this Pooling Contract with the City, under the terms of which certain Class A Participants have been provided the opportunity (as illustrated by *Exhibit C* hereto) to utilize not only their individual Hydro Entitlements but also to share in the Assigned Hydro Entitlements (as defined herein) of the Class B Participants which cannot economically or practically utilize their Hydro Entitlements; and the Class B Participants will, under the terms of their respective Pooling Contracts with KMEA, agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool (as hereinafter defined) and to the use of the Class A Participants in consideration of the creation of the Class B Participants Escrow Fund as hereinafter specified;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto mutually contract and agree as follows:

Section 1. Definitions. In addition to the definitions contained in the Power Sales Contract, which are incorporated herein by reference, as used herein and in the Exhibits attached hereto, the terms set forth below shall have the meanings hereinafter given. Except where the context otherwise requires, definitions importing the singular number shall include the plural number and vice versa, and definitions and other terms importing persons shall include firms, associations, corporations, districts, agencies and bodies.

"Act" means K.S.A. 12-885 through K.S.A. 12-8,111, inclusive, as amended.

"Assigned Hydro Entitlements" means the Hydro Entitlements originally allocated to Class B Participants, and which are temporarily assigned by such Class B Participants to the KMEA Hydro Power Pool.

"Bank" means a trustee bank, authorized to do business in the State of Kansas, as designated by KMEA pursuant to *Section 6* hereof.

"Capacity Charge" means, at any given time, the Capacity Charge then specified in Western's Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"City" means the City of Oberlin, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, and which is initially designated as a Class A Participant hereunder.

"Class A Participants" means certain municipal corporations of Kansas which have Hydro Entitlements and which will utilize such Hydro Entitlements and which may also utilize Assigned Hydro Entitlements assigned by Class B Participants.

"Class B Participants" means certain municipal corporations of Kansas which have Hydro Entitlements which will not be immediately utilized and which may allow such Hydro Entitlements (i.e., the Assigned Hydro Entitlements) to be used by Class A Participants.

"Class B Participants Escrow Agreement" means the escrow agreement, as amended from time to time, between a Bank, KMEA and Class B Participants, referred to in *Section 6* herein.

"Class B Participants Escrow Fund" means that certain escrow fund created pursuant to the KMEA Class B Participants Escrow Agreement.

"Class C Participants" means Class B Participants which have determined to utilize their Hydro Entitlements pursuant to *Section 4(d)* hereof.

"Combined Hydro Entitlement" means the sum of a particular Class A Participant's Hydro Entitlement plus its reservation (if any) of a portion of the Assigned Hydro Entitlements of the Class B Participants, as summarized on *Exhibit B* to this Pooling Contract. Combined Hydro Entitlements are calculated by using the figures and formula set forth on *Exhibit C* hereto, and adding to the product of the formula the Hydro Entitlement of the Class A Participant.

"Commission" means the Corporation Commission of the State of Kansas.

"Contract Rate of Delivery" (CROD) means the maximum amount of capacity KMEA is entitled to receive in each Summer Season and each Winter Season as set forth in *Exhibits A and D* of the Power Sales Contract.

"Contract Year" means the twelve (12) month calendar period from October 1 of any year through September 30 of the subsequent year; *provided, however*, that the first Contract Year shall begin on the effective date of the Pooling Contracts and the Power Sales Contract, and shall end on the next succeeding September 30.

"Delivery Points" means the locations set forth on *Exhibit A* to the Power Sales Contract and *Exhibit E* to this Pooling Contract for transmission to, and use by, the Class A and Class C Participants.

"Energy Charge" means, at any given time, the Energy Charge specified in the then-effective Western Rate Schedule attached to the Power Sales Contract and to be levied by Western against KMEA under the Power Sales Contract.

"Hydro Energy" means the allocated hydroelectric energy to be made available by Western and to be purchased and received by KMEA during each Contract Year as set forth on *Exhibits A and D* to the Power Sales Contract.

"Hydro Entitlements" means the allocations by Western to the individual Participants of hydroelectric power and energy as set forth on *Exhibits A and B* to this Pooling Contract and made a part hereof.

"Hydro Power" means the sum of the Hydro Entitlements of the Participants as set forth on *Exhibits A and B* hereto and to which the per-kilowatt Capacity Charge shall apply.

"Hydro Power Pool" means the conglomeration of Class A Participants, Class B Participants and Class C Participants and their respective Hydro Entitlements and Combined Hydro Entitlements and other agreements and obligations under and pursuant to the Pooling Contracts.

"KCPL" means Kansas City Power & Light Company, its successors and assigns.

"KMEA" means Kansas Municipal Energy Agency, its successors and assigns, acting hereunder as the Participants' agent, in accordance with and pursuant to the Act.

"LAO Power Project" means the projects described in the Power Sales Contract and the Pooling Contracts administered by KMEA.

"Marketing Initiative" means Western's LAP Final 2025 Power Marketing Initiative (2025 PMI) published in the Federal Register on December 30, 2013 (78 FR 79444), as administered by Western's Loveland Area office.

"MKEC" means Mid-Kansas Electric Company, LLC, its successors and assigns.

"Month" means a calendar month.

"Monthly Capacity" means the monthly firm capacity Western is committed to supply and KMEA is entitled to receive under the Power Sales Contract based upon KMEA's seasonal capacity entitlements.

"Monthly Energy" means the quantity of monthly firm energy, expressed in kilowatt hours, Western is committed to supply under the Power Sales Contract based upon KMEA's seasonal energy allocations.

"MWE" means Midwest Energy, Inc., its successors and assigns.

"NPPD" means Nebraska Public Power District, its successors and assigns.

"Participants" means the collective Class A Participants, Class B Participants and Class C Participants, including the City.

"Pooling Contract" means this Hydro Power Pooling Contract (Loveland Area Projects).

"Pooling Contracts" means the Hydro Power Pooling Contracts (Loveland Area Projects), including this Pooling Contract, between KMEA and the individual Participants.

"Power Sales Contract" means Contract No. 14-RMR-2520 between the United States Department of Energy, Western Area Power Administration (Loveland Area Projects) and KMEA for firm electric service, attached hereto as *Exhibit E*.

"SEC" means Sunflower Electric Power Corporation, its successors and assigns.

"Support Energy" means non-federal energy purchased from Western on a pass-through cost basis at KMEA's request as set forth in *Section 9* of the Power Sales Contract.

"Transmission Provider" means any FERC-recognized entity authorized to provide transmission-related services.

"Uncontrollable Force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, any action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, or the occurrence of any disruption in transmission, either actual or threatened, by a Transmission Provider, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

"Uniform System of Accounts" means the Federal Energy Regulatory Commission's Uniform System of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

"WESTAR" means Westar Energy, Inc., its successors and assigns.

"Western" means the Western Area Power Administration of the United States Department of Energy.

"Working Capital Payment" means the total amount required to be paid by Class A Participants under the provisions of *Section 6(c)* of this Pooling Contract, as may be adjusted from time to time by KMEA, all in accordance with *Section 6* of this Pooling Contract.

Section 2. Effective Dates; Termination. In accordance with *Section 15* of the Power Sales Contract, each Participant hereby agrees, upon execution hereof, to immediately develop and implement the plan required by *Section 15* of the Power Sales Contract. KMEA agrees to aid with data collection plan formulation and submittal on behalf of the Participants. All other provisions of this Pooling Contract shall become effective as of the date when Hydro Power becomes available under the Power Sales Contract. This Pooling Contract shall continue in force and effect until midnight, September 30, 2054, or for such longer or extended period as shall be mutually agreed, unless otherwise terminated at an earlier date pursuant to *Section 8* hereof.

Section 3. Delivery Points.

(a) The nominal Delivery Points for Hydro Power, Hydro Energy and Support Energy sold, delivered and received under the Pooling Contracts shall be as set forth on *Exhibit F* hereto.

(b) Each Participant understands and agrees that KMEA's obligation under the Pooling Contracts is satisfied with delivery of Hydro Power, Hydro Energy and Support Energy at the Delivery Points, and that the individual Participants are responsible for the transmission study costs and any associated transmission upgrade costs to facilitate the delivery of Hydro Power. KMEA is responsible for arranging the transmission of such purchased and received power and energy from the Delivery Points to the City's system; provided, however, the Participants' rights and responsibilities are subject to the provisions of the Power Sales Contract.

Section 4. Pooling of Hydro Entitlements.

(a) The Participants (including the City) agree to temporarily assign their Hydro Entitlements to the KMEA Hydro Power Pool. The Class A Participants shall thereafter have, during each Month, contractual rights to receive their original Hydro Entitlements, and shall pay for the same in accordance herewith, and to reserve, receive and pay for the portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), all as set forth on *Exhibit B* hereto and made a part hereof. If any Class A Participant shall thereafter desire to relinquish any Assigned Hydro Entitlements which it is entitled to receive, such Class A Participant shall so notify KMEA, in writing, at least ten (10) months in advance of October 1 of the Contract Year to which such relinquishment is to apply. In the event of any such desired relinquishment by a Class A Participant, KMEA shall first offer to transfer the relinquished part of such Assigned Hydro Entitlement to other Class A Participants (1) based upon the other Class A Participants' Combined Hydro Entitlements, and (2) by utilizing the formula set forth on *Exhibit C* hereto. The Class A Participants which have decided not to reserve, receive and pay for any portions of the Class B Participants' collective Assigned Hydro Entitlements (and related Hydro Energy), as indicated on *Exhibit B* hereto, shall not be eligible to receive such Assigned Hydro Entitlements until after all other Class A Participants decline the initial offer thereof made by KMEA under this subsection (a). Any Assigned Hydro Entitlements which are declined by the eligible Class A Participants shall thereafter be reoffered to all remaining Class A Participants, by using the formula set forth on *Exhibit C* hereto (including the reoffered, relinquished part of any "Total Class B Participants' Allocations"); *provided, however*, that the "Additional Power Request" (as set forth on *Exhibit C* hereto) of a previously ineligible Class A Participant may not exceed the relinquished part of the Assigned Hydro Entitlement which has been so reoffered to the Class A Participants. Such reoffering shall be repeated until such Assigned Hydro Entitlement has been accepted and reserved in full or until all Class A Participants have declined to take any additional portion of such Assigned Hydro Entitlement. If after such reoffering, Assigned Hydro Entitlements have not been accepted and reserved in full, KMEA shall thereafter offer such remaining Assigned Hydro Entitlements to any Class C Participants in the same manner set forth above. Notwithstanding any provision contained herein, the Class A Participant desiring to relinquish any Assigned Hydro Entitlements shall remain liable for payment therefor, except that the obligation of such Class A Participant to pay KMEA shall be reduced to the extent that payments shall be received by KMEA for all or any part of such Assigned Hydro Entitlements which are voluntarily accepted by and transferred to other Class A or Class C Participants pursuant to this subsection (a). Further notwithstanding any provision contained herein (including the formula set forth on *Exhibit C* hereto), KMEA may, by consent of all Participants, transfer any relinquished part of the Assigned Hydro Entitlement in a manner other than as provided herein.

(b) The Assigned Hydro Entitlements which have been transferred to other Class A Participants pursuant to subsection (a) above shall become a part of and shall be added to the Combined Hydro Entitlement of each Class A Participant accepting such Assigned Hydro Entitlement.

(c) The parties hereto expressly understand that, pursuant to the Power Sales Contract, Western has the sole right to allocate, reduce, reallocate or otherwise transfer, assign or dispose of any and all quantities of Hydro Power and Hydro Energy made available to KMEA, acting as agent for the Participants, including Combined Hydro Entitlements of Class A Participants which are unable to arrange transmission from the Delivery Points to the Participant's system.

(d) In the event that a Class B Participant desires to utilize its Hydro Entitlement (which it has theretofore temporarily assigned to the KMEA Hydro Power Pool as set forth herein), such Class B Participant shall so notify KMEA, in writing, at least eighteen (18) months in advance of the date (which shall be the first day of a Month) to which such desired utilization is to apply. Such Participant shall thereupon be deemed a Class C Participant for purposes of this Pooling Contract. Any reduction in the Class A Participants' Combined Hydro Entitlements, resulting from a Class B Participant's utilization, as set forth in this subsection, shall be determined and applied to the Class A Participants pro rata by utilizing the formula set forth on *Exhibit C* hereto. Such Class C Participant, upon notification from KMEA, shall be obligated to make payments as specified in *Section 6(a) and (c)* of its Pooling Contract.

(e) Western will provide to the extent it is able to do so, at KMEA's request, Support Energy on a pass-through basis in accordance with *Section 9* of the Power Sales Contract. In order to be eligible for such Support Energy, Class A and Class C Participants shall notify KMEA of their respective intentions to purchase Support Energy and shall, if required by KMEA, enter into a written agreement therefor, *provided*, that such Class A and Class C Participant's purchase of Support Energy, together with such Class A and Class C Participant's purchase of Hydro Energy shall not exceed such Class A and Class C Participant's Combined Hydro Entitlement in any single hour period.

Section 5. Scheduling Agent.

KMEA shall act as Scheduling Agent in scheduling the quantities of Hydro Energy and Support Energy purchased by KMEA on behalf of the Participants during each Contract Year.

Section 6. Rates and Charges.

(a) The rates to be paid by the Class A Participants for Hydro Power, Hydro Energy and Support Energy shall consist of the Capacity Charge, the Energy Charge and any other applicable charges specified in, and assessed by Western against KMEA on behalf of the Participants pursuant to, Western's then-effective Rate Schedule enumerating its Wholesale Rates for Hydro Power. The quantities of Hydro Energy and Support Energy (if any) furnished to any Class A Participant under its Pooling Contract during any Month shall, for billing purposes, be considered to be the quantities of Hydro Energy and Support Energy (if any) scheduled by KMEA at the Delivery Points under such Pooling Contract during such Month. KMEA shall provide to all Participants timely notification of any revisions in such rates and/or terms and conditions of Western in providing such services, by mailing a copy of the revised Western Rate Schedule to each Participant. KMEA shall appoint the Bank, in accordance with the terms hereof, which shall be a corporation with trust powers authorized to do business in the State of Kansas, and organized under the banking laws of the United States or the State of Kansas and shall have at the time of appointment capital and surplus of not less than \$5,000,000. The Bank may resign or may be removed by KMEA in the same manner and subject to

the provisions relating to the Escrow Trustee as set forth in *Section 15* of the KMEA Class B Participants Escrow Agreement.

(b) In addition to the charges set for in *Section 6(a)*, each Class A Participant shall be required to pay each Month, (1) a monthly assessment based on the annual budgeted administrative expenses of KMEA attributed to the LAO Power Project (subject to change in accordance with KMEA's subsequent overall annual budgets during the term of the Pooling Contracts), based upon each Class A Participant's Combined Hydro Entitlement, plus (2) a ten percent (10%) surcharge on the Assigned Hydro Entitlements received by such Class A Participant, plus (3) all related transmission costs, study costs, fees and security deposits.

(c) Each Class A Participant shall pay its respective Working Capital Payment as notified by KMEA, taking into account all items specified in subsections (a) and (b) of this *Section 6*. In computing such Working Capital Payment, the amount of Hydro Power shall be determined by reference to the Class A Participant's Combined Hydro Entitlement; the amount of Hydro Energy shall be determined by using the maximum Monthly delivery rate set forth in *Exhibit C* hereto; the amount of Support Energy shall be an estimated maximum delivery rate as determined by KMEA; and the administrative expenses shall be in accordance with subsection (b) of this *Section 6*. The Working Capital Payments by the Class A Participants, as required by this *Section 6(c)*, shall be made into a separate trust account, designated as the KMEA LAO Power Project Account at the Bank; to be established by KMEA prior to the date when payments into such trust account become due, and such moneys shall constitute and be collectively utilized as cash working capital for the KMEA Hydro Power Pool as may be utilized for any lawful purpose contemplated in the LAO Power Project. Any investment income earned by the Bank on such cash working capital and any funds remaining in the KMEA LAO Power Project Account shall be annually credited pro rata to the Class A Participants based upon the respective ratios which each Class A Participant's contribution to such cash working capital bears to the total contributions thereto of all Class A Participants. KMEA may adjust the amount of Working Capital Payments from time to time to reflect any lawful costs of KMEA and shall notify Class A Participants of any such adjustment no later than twenty (20) days before such adjusted Working Capital Payment is due.

(d) KMEA may charge the Class B Participants Escrow Fund: (1) an annual administrative assessment in an amount based on KMEA's annual budget requirements; plus (2) all administrative expenses incurred in connection with the administration of the KMEA Class B Participants Escrow Agreement. Such charges may include advances made by KMEA to establish and maintain the Class B Participants Escrow Fund prior to the initial deposit of moneys into said Class B Participants Escrow Fund.

(e) KMEA shall transfer, on an annual calendar year basis, within thirty (30) days after completion of KMEA's annual audit as required by *Section 11* hereof, an amount consisting of the 10% surcharge specified in subsection (b)(2) above, plus any and all investment income thereon, and such amount shall be deposited in the Class B Participants Escrow Fund and shall be administered in accordance with the terms and provisions of the KMEA Class B Participants Escrow Agreement.

Section 7. Payment of Bills.

(a) KMEA has established a Monthly schedule of billing which is based on and coordinated with the scheduling and delivery of, and billing by Western for, Hydro Power, Hydro Energy and Support Energy and other related charges under the Power Sales Contract. The Class A Participant City shall pay for Hydro Power, Hydro Energy and Support Energy and for other charges specified hereunder at the Bank within twenty (20) days after the bill therefor is mailed to the City; *provided, however*, that, if said payment due date is a Sunday or a legal holiday in the State of Kansas, the next following business day shall be the day on which such payment shall be due.

(b) KMEA shall collect reasonable and legally permissible delinquency and default charges, and shall devise and maintain a system of accounts and credits which will ensure that no Participant directly or indirectly derives a benefit from its own subsequent payment of a delinquent or defaulted amount. Remittances received by mail will be accepted without assessment of any late payment charge if the postmark indicates that the payment was mailed on or before the twentieth (20th) day after the date the bill was mailed.

(c) In the event that the City desires to dispute all or any part of a bill, the City shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify KMEA in writing of the ground(s) on which any amount in the bill is disputed and the total amount in dispute. The City will not be entitled to any adjustment on account of any disputed amount which is not brought to the attention of KMEA in the manner herein specified. Any proper adjustment shall be made for the time period for which it can be established that a billing error took place, but in no event shall the adjustment period extend beyond sixty (60) days prior to the date of the disputed bill.

Section 8. Default in Payment by a Participant.

(a) KMEA may, whenever any amount due from any Participant remains unpaid after the due date, take any steps available to it under applicable law to collect such amount.

(b) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) days after the due date, suspend the delivery of such Class A Participant's Assigned Hydro Entitlement until the amount due has been paid. During any such suspension, KMEA shall be entitled, and is hereby given the right, to offer pro rata (based upon Combined Hydro Entitlements) and dispose of such Class A Participant's Assigned Hydro Entitlement to the other non-defaulting Class A and Class C Participants, *provided, however*, that Class C Participants shall not be eligible to receive such Assigned Hydro Entitlements unless all other non-defaulting Class A Participants have theretofore refused such Assigned Hydro Entitlements. If all of the non-defaulting Class A and Class C Participants refuse such Assigned Hydro Entitlements, KMEA, in its sole discretion, may either (1) request Western to accept such Assigned Hydro Entitlements, or (2) require any or all of the non-defaulting Class A Participants to receive such Assigned Hydro Entitlements, up to such Participants' respective load limits.

(c) KMEA may, whenever any amount due from a Class A Participant remains unpaid for ten (10) or more days after the due date, and after giving ten (10) days' advance notice in writing of its intention to do so, terminate the Class A Participant's right to its Assigned Hydro Entitlement, *provided, however*, that if such default is remedied within such ten (10) day notice period, the Class A Participant's right to its Assigned Hydro Entitlement shall not be terminated. If such Class A Participant fails to fully remedy such default and to otherwise pay all amounts due hereunder, as determined by KMEA, such Class A Participant shall be deemed to be in default hereunder and this

Pooling Contract shall be terminated. Upon such termination, such Class A Participant's Hydro Entitlement shall revert to Western and such Class A Participant's further entitlements, if any, shall be subject to action by Western, all in accordance with *Section 5.6* of the Power Sales Contract.

(d) Nothing herein shall be construed to relieve any Class A Participant from liability for payment for Hydro Power, Hydro Energy, Support Energy, or other services furnished hereunder.

(e) Upon any default by any Participant hereunder, KMEA shall promptly notify Western in writing of such default.

Section 9. Other Default. In the event of any default by KMEA or the City under any covenant, agreement or obligation of this Pooling Contract, the other party may bring any suit, action or proceeding, at law or in equity, including mandamus, injunction and action for specific performance, or may file a complaint with the Commission, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Pooling Contract against the defaulting party; *provided, however*, that in no event shall the City be entitled to institute any action for, or to directly or indirectly recover, any damages from KMEA.

Section 10. Uncontrollable Force. If, by reason of any Uncontrollable Force, either of the parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this Pooling Contract, other than the obligations of the City to make the payments required under the terms of this Pooling Contract, then, if such party shall give notice and the full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event or cause specified, the obligation of the party giving such notice, insofar as it is caused by such Uncontrollable Force, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 11. Records and Accounts. KMEA shall keep accurate records and accounts of KMEA Hydro Power Pool operations in accordance with, or so as to permit conversion to, the Uniform System of Accounts. The City shall have the right, at any reasonable time, to examine such accounts at the principal office of KMEA. KMEA shall cause such accounts to be audited annually by a firm of independent certified public accountants, and shall supply copies of such audits to the City. KMEA shall keep a record of the Participants as set forth on *Exhibit A* hereto, and shall modify all other Exhibits attached hereto as needed and provide written copies of such modifications to the Participants and to Western. All parties hereto expressly agree that such modifications, resulting from changes in the designation of any Participant, shall not require the consent of all parties hereto, and shall not alter or amend the provisions hereof, *provided, however*, that KMEA may nonetheless require any Participant whose designation has changed to execute appropriate written instruments which may, *inter alia*, confirm such changes in Participant designation and ratify the provisions hereof.

Section 12. Information. KMEA and the City will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Pooling Contract, plus furnishing information requested by Western, and information required by the Marketing Initiative, and as may be otherwise reasonably necessary in the conduct of the operations of the party requesting such information.

Section 13. Amendment. Except as expressly provided herein, neither this Pooling Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing executed by each party to this Pooling Contract. KMEA may not amend the terms of any Pooling Contract without the express written consent of a majority of the Participants. The parties hereto agree to submit any proposed amendments or supplements to Western, which shall review such amendments or supplements for consistency with its Marketing Initiative and Reclamation laws.

Section 14. Relationship to and Compliance with Other Instruments.

(a) It is recognized by the parties hereto that KMEA must comply with the requirements of the Power Sales Contract, any firm transmission service contract, and of all necessary licenses, permits and regulatory approvals (including those of the Commission), and it is therefore agreed that this Pooling Contract is made subject to the terms and provisions of the Power Sales Contract, any firm transmission service contract, and all such licenses, permits and regulatory approvals. In this regard, and in recognition of the national and Western goals (1) to conserve and to promote conservation of domestic fossil fuels, (2) to reduce fuel imports, and (3) to develop solar and other renewal energy resources, KMEA has agreed under the terms of the Power Sales Contract, and the City hereby expressly agrees under this Pooling Contract to comply with the terms, conditions and provisions of the Power Sales Contract and the Marketing Initiative, as from time to time requested by Western, with respect to the parties' conservation activities.

(b) It is further the intent of KMEA and the Participants that the provisions of the Pooling Contracts be fully consistent with those of the Power Sales Contract and any firm transmission service contract; therefore, in the event of any inconsistency between the Pooling Contracts and any or all of the Power Sales Contract or any firm transmission service contract, the provisions of the Power Sales Contract or such firm transmission service contract shall be controlling.

(c) It is further expressly understood by the parties hereto that KMEA is acting hereunder, and with respect to the LAO Power Project, as the Participants' agent, in accordance with and subject to the provisions, conditions and limitations of the Act.

Section 15. Assignment. This Pooling Contract shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto; *provided, however*, that neither this Pooling Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent, in writing, (a) of the other party hereto, which consent shall not be unreasonably withheld, and (b) if and as necessary, of Western.

Section 16. Notices. Any notice, demand or request, required or authorized to be given by this Pooling Contract, shall be properly given if mailed, postage prepaid, to: (a) KMEA at 6300 W. 95th Street, Overland Park, KS 66212, Attention: General Manager, and (b) to the City at: 1 Morgan Dr. Oberlin, Kansas 67749, Attention: City Clerk. The foregoing addresses may be changed by similar notice at any time.

Section 17. Waivers.

(a) Any waiver at any time by either party hereto of its rights with respect to a default or any matter arising in connection with this Pooling Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

(b) The failure of either party hereto to enforce, at any time, any of the provisions of this Pooling Contract, or to require at any time performance by the other party hereto of any of the provisions hereof, shall not be construed to be a waiver of such provisions or in any way to affect the validity of this Pooling Contract, or the right of such party thereafter to enforce each and every provision hereof.

Section 18. Severability. In the event that any of the terms, covenants or conditions of this Pooling Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person(s)

or circumstance(s) by any court having jurisdiction, the remainder of this Pooling Contract and the application of its terms, covenants or conditions to such person(s) or circumstance(s) shall not be affected thereby.

Section 19. Applicable Law. This Pooling Contract shall be governed by, and be construed in accordance with, the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Hydro Power Pooling Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

KANSAS MUNICIPAL ENERGY AGENCY

(SEAL)

By _____
President

ATTEST:

By _____
Secretary

CITY OF OBERLIN, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

KMEA Participants' Hydro Entitlements

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		<u>WINTER</u>	<u>SUMMER</u>	<u>WINTER</u>	<u>SUMMER</u>
		(kW)		(kWh)	
Arcadia*	14-RMR-2574	60	60	99,369	108,703
Arma	14-RMR-2575	344	384	518,342	628,090
Ashland	14-RMR-2576	303	406	446,681	657,990
Baldwin City	14-RMR-2577	462	520	773,731	954,278
Belleville	14-RMR-2578	287	441	1,160,598	1,491,059
Beloit	14-RMR-2579	1,334	1,519	1,960,378	2,455,919
Burlingame	14-RMR-2580	254	280	425,455	510,807
Cawker City	14-RMR-2581	142	175	208,388	282,821
Centralia	14-RMR-2582	92	94	153,396	170,269
Chapman	14-RMR-2583	114	157	166,042	252,162
Cimarron	14-RMR-2584	744	950	1,118,377	1,554,727
Colby	14-RMR-2585	1,579	1,672	2,322,160	2,705,070
Dighton*	14-RMR-2586	308	335	517,108	611,814
Enterprise	14-RMR-2587	123	148	205,492	269,352
Eudora	14-RMR-2588	465	605	678,031	976,750
Garden City	14-RMR-2589	1,930	2,298	2,816,233	3,704,803
Gardner	14-RMR-2590	591	699	989,837	1,281,349
Garnett	14-RMR-2591	719	893	1,204,012	1,637,279
Glasco	14-RMR-2592	139	177	204,528	286,668
Glen Elder	14-RMR-2593	120	144	175,585	231,836
Goodland	14-RMR-2594	827	964	1,206,087	1,554,241
Herington*	14-RMR-2595	688	738	1,152,881	1,352,535
Hill City*	14-RMR-2596	478	573	799,780	1,051,437
Holton	14-RMR-2597	803	940	1,343,901	1,721,932
Horton	14-RMR-2598	213	268	311,218	431,662
Jetmore	14-RMR-2599	201	280	301,817	458,186
Lakin	15-RMR-2664	408	432	599,112	698,392
Lincoln	15-RMR-2665	166	408	243,118	660,876
Lindsborg	15-RMR-2666	685	897	1,007,202	1,452,580

Exhibit A

KMEA Participants' Hydro Entitlements

ORIGINAL ALLOCATION HOLDER	ASSIGNMENT AGREEMENT NO.	CONTRACT RATE OF DELIVERY		SEASONAL ENERGY	
		<u>WINTER</u>	<u>SUMMER</u>	<u>WINTER</u>	<u>SUMMER</u>
		(kW)		(kWh)	
Lucas	15-RMR-2667	113	135	165,937	218,368
Mankato	15-RMR-2668	286	322	420,633	522,352
Meade	15-RMR-2669	212	307	310,723	493,722
Norton	15-RMR-2670	891	1204	1,310,135	1,950,883
Oberlin	15-RMR-2671	514	624	756,366	1,010,072
Osage City	15-RMR-2672	630	757	1,057,369	1,388,128
Osawatomie	15-RMR-2673	742	852	1,243,567	1,559,358
Osborne	15-RMR-2674	503	567	738,037	918,685
Ottawa	15-RMR-2675	2,463	3,042	4,124,320	5,573,676
Pomona	15-RMR-2676	169	217	254,634	355,544
Russell	15-RMR-2677	4,947	4,985	7,442,376	8,157,015
Saint Francis	15-RMR-2678	392	413	574,994	667,610
Seneca	15-RMR-2679	575	650	963,789	1,191,885
Sharon Springs	15-RMR-2680	263	262	385,901	425,193
Stockton	15-RMR-2681	359	430	527,720	696,469
Troy	15-RMR-2682	101	118	149,524	190,933
Wamego	15-RMR-2683	776	861	1,299,523	1,577,636
Washington*	15-RMR-2684	315	381	527,720	697,431
TOTALS:		28,830	33,584	45,362,127	57,748,547

* WAPA "B" Cities as of January 1, 2016

Exhibit B

Class A Participants' Combined Hydro Entitlements & Class C CROD (kW)

City	Summer Capacity			Winter Capacity				
	Class A	Class B	Class C	Total Summer CROD	Class A	Class B	Class C	Total Winter CROD
Arma			384	384			344	344
Ashland	406	59		465	303	51		354
Baldwin City			520	520			462	462
Belleville	441	188		629	287	165		452
Beloit	1,519	163		1,682	1,334	145		1,479
Burlingame			280	280			254	254
Cawker City	175	45		220	142	40		182
Centralia			94	94			92	92
Chapman	157			157	114			114
Cimarron	950	67		1,017	744	65		809
Colby	1,672	178		1,850	1,579	160		1,739
Enterprise			148	148			123	123
Eudora			605	605			465	465
Garden City	2,298			2,298	1,930			1,930
Gardner			699	699			591	591
Garnett			893	893			719	719
Glasco	177	45		222	139	40		179
Glen Elder	144	45		189	120	39		159
Goodland			964	964			827	827
Holton			940	940			803	803
Horton			268	268			213	213
Jetmore	280			280	201			201
Lakin			432	432			408	408
Lincoln	408	44		452	166	35		201
Lindsborg	897	171		1,068	685	162		847
Lucas	135	16		151	113	14		127
Mankato	322	69		391	286	62		348
Norton	1,204	130		1,334	891	112		1,003
Meade	307			307	212			212
Oberlin	624	348		972	514	304		818
Osage City			757	757			630	630
Osawatomie			852	852			742	742
Osborne	567	62		629	503	54		557
Ottawa			3,042	3,042			2,463	2,463
Pomona	217			217	169			169
Russell	4,985			4,985	4,947			4,947
St. Francis	413	271		684	392	238		630

Exhibit B

**Class A Participants' Combined Hydro Entitlements & Class C
CROD (kW)**

City	Summer Capacity				Winter Capacity			
	Class A	Class B	Class C	Total Summer CROD	Class A	Class B	Class C	Total Winter CROD
Seneca			650	650			575	575
Sharon								
Springs	262	139		401	263	123		386
Stockton	430	47		477	359	40		399
Troy			118	118			101	101
Wamego			861	861			776	776
Totals	18,990	2,087	12,507	33,584	16,393	1,849	10,588	28,830

Exhibit B cont.

**Class A Participants' Combined Hydro Entitlements & Class C
Total Energy (kWh)**

City	Summer Energy				Winter Energy			
	Class A	Class B	Class C	Total Summer Energy	Class A	Class B	Class C	Total Winter Energy
Arma			628,090	628,090			518,342	518,342
Ashland	657,990	106,222		764,212	446,681	85,357		532,038
Baldwin City			954,278	954,278			773,731	773,731
Belleville	1,491,059	354,018		1,845,077	1,160,598	287,360		1,447,958
Beloit	2,455,919	287,227		2,743,146	1,960,378	231,882		2,192,260
Burlingame			510,807	510,807			425,455	425,455
Cawker City	282,821	86,916		369,737	208,388	70,274		278,662
Centralia			170,269	170,269			153,396	153,396
Chapman	252,162			252,162	166,042			166,042
Cimarron	1,554,727	116,034		1,670,761	1,118,377	96,115		1,214,492
Colby	2,705,070	316,300		3,021,370	2,322,160	255,889		2,578,049
Enterprise			269,352	269,352			205,492	205,492
Eudora			976,750	976,750			678,031	678,031
Garden City	3,704,803			3,704,803	2,816,233			2,816,233
Gardner			1,281,349	1,281,349			989,837	989,837
Garnett			1,637,279	1,637,279			1,204,012	1,204,012
Glasco	286,668	86,931		373,599	204,528	70,290		274,818
Glen Elder	231,836	86,577		318,413	175,585	70,145		245,730
Goodland			1,554,241	1,554,241			1,206,087	1,206,087
Holton			1,721,932	1,721,932			1,343,901	1,343,901
Horton			431,662	431,662			311,218	311,218
Jetmore	458,186			458,186	301,817			301,817
Lakin			698,392	698,392			599,112	599,112
Lincoln	660,876	75,230		736,106	243,118	59,192		302,310
Lindsborg	1,452,580	319,212		1,771,792	1,007,202	279,122		1,286,324
Lucas	218,368	28,567		246,935	165,937	23,184		189,121
Mankato	522,352	130,584		652,936	420,633	106,591		527,224
Norton	1,950,883	228,593		2,179,476	1,310,135	182,684		1,492,819

Exhibit B cont.

**Class A Participants' Combined Hydro Entitlements & Class C
Total Energy (kWh)**

City	Summer Energy				Winter Energy			
	Class A	Class B	Class C	Total Summer Energy	Class A	Class B	Class C	Total Winter Energy
Meade	493,722			493,722	310,723			310,723
Oberlin	1,010,072	646,877		1,656,949	756,366	516,058		1,272,424
Osage City			1,388,128	1,388,128			1,057,369	1,057,369
Osawatomie			1,559,358	1,559,358			1,243,567	1,243,567
Osborne	918,685	107,811		1,026,496	738,037	86,663		824,700
Ottawa			5,573,676	5,573,676			4,124,320	4,124,320
Pomona	355,544			355,544	254,634			254,634
Russell	8,157,015			8,157,015	7,442,376			7,442,376
St. Francis	667,610	506,718		1,174,328	574,994	406,335		981,329
Seneca			1,191,885	1,191,885			963,789	963,789
Sharon Springs	425,193	258,554		683,747	385,901	206,164		592,065
Stockton	696,469	79,549		776,018	527,720	63,553		591,273
Troy			190,933	190,933			149,524	149,524
Wamego			1,577,636	1,577,636			1,299,523	1,299,523
TOTALS:	31,610,610	3,821,920	22,316,017	57,748,547	25,018,563	3,096,858	17,246,706	45,362,127

Exhibit C

Formula to Re-allocate Assigned Hydro Entitlements of the Class B Participants to the Class A Participants

Total energy is calculated by adding both the Summer and Winter Seasons as follows:

$$\begin{aligned} X &= \text{New Class C Cities Summer Energy} / \text{Total Class B Summer Energy} \\ \text{New B Cities Summer allocation} &= (1 - X) * \text{Existing B Cities Summer allocations} \\ &+ \\ Y &= \text{New Class C Cities Winter Energy} / \text{Total Class B Winter Energy} \\ \text{New B Cities Winter allocation} &= (1 - Y) * \text{Existing B Cities Winter allocations} \\ &= \\ &\text{Total Energy} \end{aligned}$$

KMEA reserves the right to adjust such additional or reduced Allocations to the nearest MW in order to facilitate transmission.

Exhibit D

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

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**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.	15-RMR-2671	Effective Date:	JUL 17 2015
---------------	-------------	-----------------	-------------

ORIGINAL ALLOCATION HOLDER ("ALLOTTEE"): (To be completed by ALLOTTEE)

Company/Municipality Name:		City of Oberlin	
Type of Organization:		Municipal	
Street Address:	1 Morgan Dr.	Point of Contact:	Karen Larson
City:	Oberlin	Title:	City Administrator
State:	Kansas	Office Phone Number:	785-475-2217
Zip:	67749	Cell Phone Number:	
State Formed/Organized Under:		E-mail:	klarson@oberlinkansas.gov

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

- 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: Rob R McFee

Title: Mayor

Signature: Rob R McFee

Date: 2-5-2015

ASSIGNEE:

Name: Bob Poehling

Title: General Manager

Signature: Robert Poehling

Date: 2/9/15

WESTERN AREA POWER ADMINISTRATION:

Name: Mark A. Gabriel

Title: Administrator and CEO

Signature: Mark A. Gabriel

Date: 7/17/15

RESOLUTION No. 685
(To be completed by ALLOTTEE)

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

that Rob McFee, Mayor is hereby authorized to execute for and on behalf of the
(Name of Official Signing Agreement on Behalf of City/Town)

Oberlin, the attached Firm Electric Service Allocation
(Official Name of City/Town)

Assignment Agreement (Agreement), among the Western Area Power Administration, ASSIGNEE,

and Oberlin, 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 Decatur)
(Insert County)

I, Sandy Rush, the duly appointed and qualified City Clerk of the
(Name of City Clerk)

Oberlin, 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 Oberlin, held on February 5, 2015.
(Official Name of City/Town) (Month and Day) (Year)

Dated: 2-5-15

By: Sandy Rush
(Signature of City Clerk)

(SEAL)



Title: City Clerk

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: 2/9/15

Exhibit F

Delivery Points

<u>Point of Delivery</u>	CROD	
	<u>Winter</u> (kW)	<u>Summer</u> (kW)
NPPD.MEAN.LD	28,376	32,954
Sidney East Substation (for Belleville, KS)	<u>454</u>	<u>630</u>
TOTAL:	28,830	33,584

Exhibit G

Oberlin's Hydro Entitlement

Summer CROD (Demand):	624	kW
Winter CROD (Demand):	514	kW
Summer Energy:	1,010,072	kWh
Winter Energy:	756,366	kWh

	<u>MONTHLY</u> <u>ENERGY</u> (kWh)	<u>PERCENT</u> <u>OF</u> <u>SEASONAL</u> <u>ENERGY</u> (%)
<u>Winter Season</u>		
October	127,826	16.9
November	127,826	16.9
December	139,928	18.5
January	136,146	18.0
February	107,404	14.2
March	<u>117,237</u>	<u>15.5</u>
TOTAL WINTER SEASONAL ENERGY:	756,366	100.0

	<u>MONTHLY</u> <u>ENERGY</u> (kWh)	<u>PERCENT</u> <u>OF</u> <u>SEASONAL</u> <u>ENERGY</u> (%)
<u>Summer Season</u>		
April	147,471	14.6
May	154,541	15.3
June	177,773	17.6
July	222,216	22.0
August	177,773	17.6
September	<u>130,299</u>	<u>12.9</u>
TOTAL SUMMER SEASONAL ENERGY:	1,010,072	100.0

	<u>MONTHLY</u> <u>CAPACITY</u> (kW)	<u>PERCENT</u> <u>OF</u> <u>CROD</u> (%)
<u>Winter Season</u>		
October	476	92.6
November	469	91.2
December	514	100.0
January	500	97.3
February	465	90.4
March	421	82.0

	<u>MONTHLY</u> <u>CAPACITY</u> (kW)	<u>PERCENT</u> <u>OF</u> <u>CROD</u> (%)
<u>Summer Season</u>		
April	515	82.6
May	484	77.5
June	580	93.0
July	624	100.0
August	548	87.9
September	533	85.4

Reports

Reports

Mayor's Report

Administrator's Report

Next Council Meeting – May 5

Keep Oberlin Beautiful – Community Cleanup Day – April 22nd

Now advertising for City Pool Lifeguards.

Pool Concession Stand

Tribal Knowledge

Treasurer

Police

Other Reports



OBERLIN POLICE DEPARTMENT

107 W. Commercial
P O Box 237
Oberlin KS. 67749-0237
oberlinpd4@ruraltel.net



MONTHLY ACTIVITY REPORT TO COUNCIL MONTH OF MARCH 2016

CITY COURT: FINES COLLECTED FOR: MAR. 2016, \$3973.00 Y.T.D.: \$12297.00

CITY COURT CASES FILED

- 1 – RED LIGHT
- 1 - NO MOTOR VEHICLE LIABILITY INSURANCE
- 1 – DRIVING WHILE LICENSE SUSPENDED
- 2 – ILLEGAL TAGS
- 1 – DISORDERLY CONDUCT
- 1 – THEFT

DISTRICT COURT CASES / OTHER FILED

- 1 – FELONY INTERFERENCE WITH LAW ENFORCEMENT
- 1 – FELONY INSURANCE FRAUD
- 2 – FELONY WARRANT ARRESTS
- 1 – CRIMINAL THREAT
- 1 – DOMESTIC BATTERY
- 1 – CRIMINAL TRESPASS
- 1 – AGGRAVATED BURGLARY
- 1 – CRIMINAL DAMAGE
- 1 – VIOLATION OF PROTECTION ORDER
- 1 – AGGRAVATED ENDANGERING A CHILD
- 1 – INTERFERENCE WITH LAW ENFORCEMENT
- 3 – WARRANT ARRESTS (M)

ANIMAL CONTROL:

CODE ENFORCEMENT: