

COUNCIL MEETING PACKET
For

June 16, 2016
5:00 P.M.

Council Meeting

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

AGENDA
CITY COUNCIL MEETING
Gateway 1 & 2 – Oberlin, Kansas
June 16, 2016
5:00 PM

Meeting Called to Order – Council President Josh Williby

ROLL CALL of the Members of the City Council and determination of quorum.
Williby_____ Addleman _____ Marchello _____Horn_____ Oien_____

PLEDGE OF ALLEGIANCE to the Flag

PROCLAMATIONS

BOARD APPOINTMENTS

PUBLIC COMMENT

- Oral Communications from the Audience

CONSENT AGENDA: Discussion and possible action by motion to approve the following items and or reports:

- Approval of minutes of previous meetings
- Appropriation Ordinance (Payment of Bills)
Motion_____ Second_____

OLD BUSINESS

1. Swim Meet Update (Stephanie Blau, Swim Team Coach)
2. Library Update regarding Dane Hansen Grant (Jeannie Lavers)
3. Park Benches Update and estimates (Deb Klima, Park Committee)
4. Airport Update (Diane Hofer, Olsson Associates)
5. Modifications to Ordinance #514 that Established a Tree Board (Jeremy Tally)
6. Ordinance Setting Fees for Itinerant Merchants (Hirsch)
7. CDBG Special Activities Project Discussion (Zodrow)

New Business

1. Ordinance granting a Communications System Franchise Agreement with Nex-Tech (Steve Riat, Ron Ellis, Mendi Alexander) (Hirsch)
2. Natural Gas Hedging Options with Secure Energy Consulting, Inc. (Hirsch)
3. Dane Hansen Grant Request for Gun Club Property (Williby)
4. Pool Guidelines for Closing the Pool, Private Lessons and Snack Shack Usage (Zodrow)
5. Proposal to replace and/or dispose of 1977 Chevy Truck with dump bed (Sporn)
6. #1 Executive Session for non-elected personnel. (Hirsch)
7. #2 Executive Session for preliminary discussion for the acquisition of land. (Hirsch)
8. #3 Executive Session on matters deemed privileged in attorney-client relationship.

REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

- Public Works Department
- Treasurers Report
- Other Reports

ADJOURNMENT

- Action – Motion to Adjourn
Motion _____ Second _____

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 **June 13, 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.

Consent Agenda

REGULAR COUNCIL MEETING – June 2, 2016 – 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 - Josh Williby, Rusty Addleman, Brandon Oien and Jim Marchello.
Majority of the Body Present.

Absent – Marilyn Horn

Others Present – City Attorney Steve Hirsch (left at 6:05), City Foreman David Sporn, Marilyn Black, Mike Dempewolf, Valisha Raile, Amanda Sowers, Deb Klima, Jessica Whitaker, Mike & Bernita Gawith, Megan Ketterl and City Clerk Sandy Rush.

PROCLAMATIONS – none

APPOINTMENTS – none

PUBLIC COMMENT – none

CONSENT AGENDA –

Approval of the minutes of the May 19, 2016 regular Council meeting.

Appropriations Ordinance – Payment of Bills

Oien moved, second by Addleman to approve the Consent Agenda. **Motion carried.**

Old Business

Discussion and possible action of City Administrator Salary Range and Advertisement – City Attorney Hirsch presented the proposed advertisement from the League of Kansas Municipalities. After a discussion Marchello moved, second by Williby to approve advertising the salary as \$55,000 or higher, depending on qualifications. **Motion carried.** A Special Meeting shall be called after the league reviews the applicants and has a packet ready to present for the Council's review.

New Business

Discussion regarding the Oberlin Mile Event to be held July 4. – Amanda Sowers with the Soles on the Sappa organization presented flyers and asked the Council's blessing for the Oberlin Mile to be held on the 4th of July beginning downtown on Penn Ave. Ms. Sowers said this year they would use tape for markings instead of paint as requested. She also told them of their plans to have a 5K run on August 6th and hoped to hold a triathlon in the future. Williby moved, second by Addleman to support their events. **Motion carried.**

Discussion and possible action regarding the use of Dane Hansen Grant to paint the stage in the Gateway Auditorium. – Ladd Wendelin requested the Council consider his request to apply for a Hansen Grant to fund repainting the gateway auditorium stage and also look into new light and sound equipment. President Williby asked if there were any oppositions to the request and Addleman moved, second by Oien to approve the request. **Motion carried** and a letter of approval was signed by the President.

Discuss and request approval for the City to apply for a Community Development Block Grant (CDBG) for a "Special Activities" – Valisha Raile, Deb Klima and Jessica Williby with the parks/playground committee asked the Council to consider allowing them to apply for a CDBG round of the Special Activities grant. This is a one-time opportunity that could help them fund the City Park playground equipment. She also said the City would need to choose either a special activities grant or the regular grant from CDGB, but not both this year. A memo explaining the process and what the City had in mind for this year was reviewed by the Council from City Treasurer, Steve Zodrow. After a discussion, Marchello moved, second by Williby to table the item until further explanations could be heard from Zodrow. **Motion carried.**

Executive Session #1 – At 5:40 pm Oien moved, second by Addleman to enter into executive session for 15 minutes for consultation with City Attorney on matters deemed privileged in an attorney-client relationship to include Mayor, Council, City Attorney and City Clerk. **Motion carried.**

Back at 5:55 pm with no action taken.

Executive Session #2 – At 5:55 pm Oien moved, second by Williby to enter into another executive session for 10 minutes for consultation with City Attorney on matters deemed privileged in an attorney-client relationship to include Mayor, Council, City Attorney and City Clerk. **Motion carried.**

Back at 6:05 pm with no action taken.

Consider and possible action on bid for Gateway West doors. – A discussion was held on bids presented for the west doors of the Gateway. Mayor Wendelin explained they have been sticking and causing frustration for those trying to enter. The attached bids for replacing the doors with insulated glass doors and installation were as follows:

1. Norton Glass - \$3561.00
2. Colby Glass - \$3675.00
3. McCook Glass – no response

After a short discussion Marchello moved, second by Addleman to table the decision until it is discovered if the doors are repairable or not. **Motion carried.**

Mayors Report – Mayor Wendelin reported he would be gone at the next Council meeting. He thanked all of the community for stepping up and volunteering for all the projects going on in town.

Public Works – City Foreman David Sporn’s report attached. He explained the problems with the lagoons had been reviewed with Chris Miller with Miller & Associates and the City was following his recommendations.

Other Reports – Councilman Williby commended Larry Fought for his contracted work with the City and how well the City Park looked for the coming Bike Across Kansas event.

Councilman Marchello requested the Airport Manager be at any Council meetings when an update on the Airport might be made by the engineers.

ADJOURNMENT -At 6:20 pm Addleman moved, second by Williby the meeting be adjourned. **Motion carried.**

City Clerk

Mayor

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
Oberlin Municipal Airport
Oberlin, Kansas
FY2016-2018

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The *City of Oberlin* owner of the Oberlin Municipal Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The *City of Oberlin* has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the *City of Oberlin* has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the *City of Oberlin* to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

City Administrator has been delegated as the DBE Liaison Officer. In that capacity, *City Administrator* is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Oberlin in its financial assistance agreements with the Department of Transportation.

City of Oberlin has disseminated this policy statement to all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The distribution is included in the bid specification.

Signature

Date

PUBLIC NOTICE

The City of Oberlin hereby announces its fiscal years 2016 through 2018 goal of 0% for Disadvantaged Business Enterprise (DBE) airport construction Contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at the city offices, #1 Morgan Drive, Oberlin, KS 67749 for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

City Administrator, City of Oberlin, #1 Morgan Drive, Oberlin, KS 67749

AND

Ofelia Medina, FAA Office of Civil Rights, AWP-9
P.O. Box 92007, Los Angeles, CA 90009-2007
Phone: 310-725-3945
E-Mail: ofelia.medina@faa.gov

Contract Goals

The *City of Oberlin* will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of RN means.

The *City of Oberlin* will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage *of the Federal share of a DOT-assisted contract*.

3rd Draft 3/7/16

AN ORDINANCE ESTABLISHING A TREE BOARD FOR THE CITY OF OBERLIN, KANSAS, THE DUTIES AND RESPONSIBILITIES OF ITS MEMBERS, TERMS OF OFFICE, REGULATIONS REGARDING PLANTING OF TREES; REGULATING ARBORISTS, PROVIDING FOR LICENSE; PENALTIES REVIEW; REPEALING ORDINANCES IN CONFLICT HEREWITH.

ORDINANCE NO. 514

Be It Ordained by the City Council of the City of Oberlin, Kansas:

Section 1. Definitions. Street Trees: "Street Trees" are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways with the City.

Park Trees: "Park Trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the City, or to which the public has free access as a park.

Section 2. Creation and Establishment of a City Tree Board. There is hereby created and established a City Tree Board for the City of Oberlin, Kansas, which shall consist of five (5) members, citizens and residents of this city, who shall be appointed by the Mayor with the approval of the Council.

Section 3. Term of Office. The term of the five persons to be appointed by the Mayor shall be three (3) years except that the term of two of the members appointed to the first board shall be for only one year and the term of two members of the first board shall be for two years. In the event that a vacancy shall occur during the term of any member, his successor shall be appointed for the unexpired portion of the term.

Section 4. Compensation. Members of the Board shall serve without compensation.

Section 5. Duties and Responsibilities. It shall be the responsibility of the Board to study, investigate, advise and develop and/or update annually a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. Such plan will be presented annually to the City Council and upon their acceptance and approval shall constitute the official comprehensive City tree plan for the City of Oberlin, Kansas.

The City of Oberlin, or its Agent, shall be responsible for the planting, pruning, and removal of all trees located within the parks of the City. The City Tree Board shall oversee the planting and removal of all trees, bushes and shrubs located within the street rights-of-way, easements and alleys of the city. The owner of land abutting on any street may, when acting within the provisions of this ordinance, prune, spray, plant or remove trees, shrubs and bushes in that part of the street abutting his land not used for public travel. A street tree permit shall be required when the owner of property intends to plant and/or remove trees, shrubs and bushes within street rights-of-way, easements and alleys. The permit may be obtained from the City Office or from the Oberlin Tree Policy Guidelines.

The Board, when requested by the City Council, shall consider, investigate, make finding, report and recommend upon any special matter or question coming within the scope of its work.

Section 6. Operation. The Board shall choose its own officers, make its own rules and regulations and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business.

Section 7. Street Tree Species to be Planted. A list of preferred and acceptable trees shall be provided by the tree board in the Oberlin Tree Policy Guidelines. All trees planted within street rights-of-way must be from the approved list, or be approved by the tree board.

Section 8. Spacing. The spacing of street trees will be in accordance with the three species size classes listed in the approved street trees of the Oberlin Tree Policy Guidelines, and no trees may be planted closer together than the following: Small Trees, 30 feet; Medium Trees, 40 feet; and Large Trees, 50 feet.

Section 9. Distance from Curb and Sidewalk. The distance trees may be planted from curbs or curblines and sidewalks will be in accordance with the three species size classes listed in the approved street trees of the Oberlin Tree Policy Guidelines, and no trees may be planted closer to any curb or sidewalk than the following: Small Trees, 4 feet; Medium Trees, 5 feet; and Large Trees, 6 feet.

Section 10. Distance from Street Corners and Fireplugs. No street trees, shrubs or bushes shall be planted closer than 20 feet of any street corner on a 20 mph street, 30 feet of any street corner on a 30 mph street, and so forth, measured from the point of nearest intersecting curbs or curblines.

No Street Tree shall be planted closer than 10 feet to any fireplug.

Section 11. Utilities. No Street Trees, other than those species listed as Small Trees in the approved street trees of the Oberlin Tree Policy Guidelines may be planted under or within 20 lateral feet of any overhead utility wire, or over or within 5 lateral feet of any underground water line, sewer line, transmission line or other utility. Medium Trees may be planted no closer than 20 lateral feet of any overhead utility wire, and large trees may be planted no closer than 50 lateral feet.

Section 12. Public Tree Care. The City shall have the right to plant, trim, spray, preserve and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes squares and public grounds, as may be necessary to insure safety when servicing City utilities or to preserve the symmetry and beauty of such public grounds. The City Tree Board may remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas line, water lines or other public improvements, or is affected with any injurious fungus, insect or other pest.

Section 13. Trimming; Corner Clearance. Every owner of any tree over-hanging any street or right-of-way within the City shall be responsible to trim the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of twelve feet (12) above the surface of the street or right-of-way. Said owners shall remove

all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The City shall have the right to trim any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign, such trimming to be confined to the area immediately above the right-of way.

Section 14. Dead or Diseased Tree Removal on Private Property. The City shall have the right to cause the removal of any dead or diseased trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitutes a potential threat to other trees within the City. The City Tree Board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice.

Section 15. Interference with City Tree Board. It shall be unlawful for any person to prevent, delay or interfere with the City Tree Board, or any of his agents, or servants, while engaging in and about the planting, cultivating, mulching, pruning, spraying or removing of any street trees, park trees, or trees on private grounds, as authorized in this ordinance.

Section 16. Arborists License and Bond. It shall be unlawful for any person or firm to engage in the business or occupation of trimming, pruning, treating, or removing street or park trees within the City without first applying for and procuring a license. The license fee shall be **\$25.00** annually in advance; provided, however, that no license fee shall be required of any public service company or City employee doing such work in the pursuit of their public service endeavors. Before any license shall be issued, each applicant shall first file evidence of possession of liability insurance in the minimum amount of \$25,000 for bodily injury and \$5,000 property damage indemnifying the City or any person injured or damaged resulting from the pursuit of such endeavors as herein described.

Section 17. Review by City Council. The City Council shall have the right to review the conduct, acts and decisions of the City Tree Board. Any person may appeal from any ruling or order of the City Tree Board to the City Council who may hear the matter and make final decision.

Section 18. Penalty. Any person violating any provision of this ordinance shall be, upon conviction or a plea of guilty, subject to a fine not to exceed **\$500.00**.

Section 19. Repealing. All ordinance or parts of ordinances in conflict herewith are hereby repealed.

ORDINANCE # _____

AN ORDINANCE SETTING FEES FOR ITINERANT MERCHANTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OBERLIN:

Section 1: Oberlin City code section 8-102 is amended as follows:

TAXES LEVIED. (a) Peddlers, street vendors, solicitors, book agents, magazine salesmen or saleswomen, itinerant merchants and dealers, and transient vendors of merchandise, and each and every employee thereof, who intend to, or do, peddle, canvass or solicit from place to place, from house to house, on the streets of the city, or from vehicles in the city, for the purpose of selling or taking orders for goods, wares, merchandise, books or magazines, and owners, operators and employees of each temporary street stand, temporary place of business, or vehicle, on or adjacent to any street in the city at which goods, wares or merchandise are offered for sale shall pay the sum of \$25 per day for the privilege of operating within the corporate boundaries of the city, except as provided in section (b).

(b) Itinerant merchants, who operate from a single location and who do not solicit sales door to door in the city, may apply for a license which shall allow operation from that fixed single location within the city for the sum of \$100 per calendar year.

(c) No license issued under this article shall authorize the holder thereof to perform any acts other than in compliance with Article 2 of this chapter.

(d) No license shall be required for the sale or delivery of daily newspapers.

Section 2: All ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect and be in full force from and after its publication in the official city newspaper.

Passed by the Council and approved by the Mayor on this 16th day of June, 2016.

Mayor _____

Attest:

City Clerk _____

City of Oberlin
Proposed CDBG Special Activities Project
Downtown Curb, Gutter and Sidewalk Replacement Project
Estimated Project Costs

	<u>Linear Ft</u>	<u>Cost Per</u>	<u>Estimated Cost</u>
Curb & Gutter (24" Wide):			
East Side	248	\$25.00	\$ 6,200.00
West Side	410	\$25.00	\$ 10,250.00
 Total Curb & Gutter	 <u>658</u>		 <u>\$ 16,450.00</u>
Sidewalk (14' Wide):			
East Side	543	\$112.00	\$ 60,816.00
West Side	579	\$112.00	\$ 64,848.00
 Total Curb & Gutter	 <u>1,122</u>		 <u>\$ 125,664.00</u>
 Total Estimated Replacement Cost			 \$ 142,114.00
 Estimated Grant Administration (10%)			 \$ 14,211.40
 Estimated Engineering (10%)			 \$ 14,211.40
 Total Estimated Costs			 <u>\$ 170,536.80</u>
 50% Match			 <u>\$ 85,268.40</u>
 Proposed Source of Funds:			
Special Street Carryover Funds			\$ 29,904.74
Consolidated Streets Capital Outlay			\$ 55,363.66
 Total Proposed Source of Funds:			 <u>\$ 85,268.40</u>



Nex-Tech Oberlin Project

What we have done to date in the town of Oberlin:

We started by purchasing a central office building at 217 Penn Street in 2010. In 2011, we plowed fiber from Norton to Oberlin, then also plowed fiber from Oberlin to Jennings with a tap to feed the NTW tower south of Oberlin along US Highway 83. Along with this fiber project, we built a WiMax system in the City and surrounding rural area to provide state-of-the-art wireless broadband coverage. These two projects provided better fixed and mobile wireless coverage to the town of Oberlin and the surrounding rural areas. We also placed conduit and fiber to the water tower for the same reason. At a later date we plowed fiber from the Gateway to the state line north of Oberlin to provide connectivity options for enhanced traffic routing.

In the town of Oberlin, we placed fiber directly to the following Anchor Institutions:

Gateway Civic Center / Oberlin City Offices – 1 Morgan Drive
Decatur County Courthouse / Decatur County Sheriff's Department – 120 E. Hall / 194 S. Penn Ave.
Oberlin City Library – 104 E. Oak
USD #294 Oberlin District Office – 131 E. Commercial Street
Decatur Health Systems / Decatur County Hospital) – 810 W. Columbia
Decatur County Health Department – 902 W. Columbia
City Police Department – 107 W. Commercial
Community Building – 220 N. Penn Avenue
Hospitality House – 806 W. Columbia
Decatur Area Chamber of Commerce & Oberlin-Decatur Area Economic Dev. Corp. – 104 S. Penn Ave.
Decatur County Last Indian Raid Museum – 258 S. Penn Avenue
We were also able to reach two separate business locations with this same fiber route.

2016 plan for additional build-out in the town of Oberlin:

Our 2016 proposal is to place conduit, mainline fiber and fiber drops to 8 more businesses that have asked for our services to help them be more efficient and to have enough bandwidth to serve their business both now and in the future.

With fiber connectivity to these businesses, they will have enough bandwidth to be able to grow without technology limitations. Fiber helps future proof any growth and bandwidth needs for all types of transactions. Looking forward, equipment may need to be changed out to accommodate bandwidth growth, but the fiber stays in place.

Technology:

Comparing technologies, there are several ways copper or coax can provide higher bandwidth, but they are very distance sensitive. For example; VDSL is only good up to 3,800 feet before it turns into ADSL2+ with much lower speeds and it does not provide symmetrical bandwidth. With Coax plant, you continually have to balance the plant in order to have a two-way system and the more equipment you add also adds noise, which means lower throughput. Coax is also non symmetrical, so if you are wanting to upload files to the cloud or another branch office you will be slow in doing so. In a fiber system, these bandwidth limitations go away as it is symmetrical and can have up to 1 Gig of symmetrical service today and grow even higher in the future as needed.

Total Investment in Oberlin to Date: over \$1 million

ORDINANCE

AN ORDINANCE GRANTING TO THE KANSAS CORPORATION OF NEX-TECH, INC. AND ITS WHOLLY OWNED SUBSIDIARIES SUCCESSORS, TRANSFEREES AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO ERECT, MAINTAIN AND OPERATE A COMMUNICATIONS SYSTEM WITHIN THE CITY OF OBERLIN, KANSAS, PRESCRIBING THE TERMS AND CONDITIONS THEREOF AND PROVIDING FOR PAYMENTS TO BE MADE TO THE CITY OF OBERLIN, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OBERLIN, DECATUR COUNTY, KANSAS:

ARTICLE I

Definitions

For the purpose of the grant of this franchise, the following terms shall have the meaning as described herein:

1. “City” shall mean the City of Oberlin, Kansas, and shall include, when appropriate, the context of the territorial boundaries of the City of Oberlin, Kansas, as they now or shall hereafter exist.
2. “Council” shall mean the present governing body of the City of Oberlin, Kansas, or any successor to the legislative powers of the present City Council.
3. “Franchise” shall mean the permission, license or authority given hereunder to conduct and operate a communications system in the City of Oberlin, Kansas, pursuant to the ordinance passed by the City Council.
4. “Grantee” shall mean Nex-Tech, Inc., its wholly owned subsidiaries, successors, transferees or assigns of the Franchise granted herein.
5. “Gross Revenue” shall mean the monthly revenues received by Grantee for the basic service rates from subscribers of the Grantee’s local telephone service provided, however, that such phrase shall not include: (i) revenues received from any advertising carried on the communications system; (ii) revenues from optional calling features; (iii) any taxes on communications service which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency; or (iv) any revenues derived from installation charges.
6. “Street” shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, drive or other easement now or hereafter held by the City of Oberlin, Kansas, for the purpose of public travel and shall include such other easements or right-of-ways as shall be now

- held or hereafter held by the City of Oberlin, which shall within their proper use and meaning entitle the City of Oberlin and its Grantee to use for the purpose of installing or transmitting communications transmissions over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a communications system.
7. “Property of Grantee” shall mean all property owned and installed or used by the Grantee in the conduct of its communications business in the City of Oberlin and under the authority of the Franchise granted herein.
 8. “Communications System” shall mean all equipment used to transport audio and video signals (voice, video, data, radio and cable television) to consumers including, but not limited to any cable, electronics, fiber optics or other types of necessary equipment.
 9. “Subscriber” shall mean any person or entity receiving for any purpose all or one of the services offered within the Grantee’s communications system.
 10. “Person” shall mean any individual or association of individuals, or any firm, corporation or other business entity.
 11. “Facilities of Grantee” or “Communications Facilities” shall mean property of the Grantee used in operation of the Communications System.

ARTICLE II

Grant of Franchise

SECTION 1: General Grant. The City hereby grants to Grantee the right and privilege to construct, erect, operate and maintain a communications system within the City and in so doing to use the streets of the City by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, under, upon or across any such street, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and pertinent to a communications system within the City of Oberlin, Kansas.

SECTION 2: Conditions for Grant. Grantee must be authorized by the State of Kansas to provide telephone service within the boundaries of the state and shall provide the City with a copy of its State Certificate upon request.

SECTION 3: Non-exclusivity. The authority given to Grantee in the above section is not and shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar non-exclusive franchises to other persons, firms or corporations and allow them to use the streets of the City within the same or other areas of the City as Grantee at any time; provided, however, that such other franchises do not interfere or create interference with Grantee’s communications system already established and said other franchisees shall not be extended preferential treatment over Grantee.

SECTION 4: Notice concerning complaints. Notice of the procedures for reporting and resolving complaints will be given to each subscriber at the time of the initial subscription to the communications system.

SECTION 5: Modifications. Any modification of the provisions of the federal franchise standards resulting from an amendment of the standards by the Federal Communications Commission must be incorporated into this Franchise within one year of the adoption of the modification, or at the time of renewal, whichever occurs first. It shall also be the policy of the City to amend this Franchise, upon application of Grantee, when necessary to enable Grantee to take advantage of any developments in the field of telecommunications which would afford it an opportunity to more effectively, efficiently or economically serve its customers, and to enable Grantee to conform to the Rules and Regulations of the Kansas Corporation Commission and the Federal Communications Commission as they may be amended from time to time.

ARTICLE III

Term

The term of this ordinance shall be for ~~onefive~~ (15) years and successive terms of five (5) years unless written notice is given by either the City or the Grantee to the other, 90 days or more prior to the expiration of the initial term, or any successive term, of its intention to terminate the same at the expiration of the then current term.

ARTICLE IV

Forfeiture

In addition to all other rights and powers reserved or pertaining to the City, the City reserves as an additional and as a separate and distinct remedy the right to revoke this Franchise and all rights and privileges of the Grantee hereunder for any of the following reasons:

1. Grantee fails after thirty (30) days prior written notice to comply with any of the provisions of the ordinance granting this Franchise or has, by act or omission, violated any term or condition thereof;
2. Any provision of such ordinance shall be finally adjudged by a court of law as invalid or unenforceable, and the City Council further finds that such provision constitutes at that time a consideration material to the continuance of the Franchise granted herein;
3. The Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;
4. The Grantee attempts to or does practice any fraud or deceit in its conduct or relations with the City or subscribers, under this Franchise; or
5. The City condemns all of the Property of the Grantee within the City by lawful exercise of eminent domain.

ARTICLE V

Ordinance of Revocation

No revocation provided for in the previous paragraph except for reasons of condemnation, shall be effective unless or until the City Council provides written notice to Grantee, and Grantee is given at least 30 days to cure any alleged breach of Article IV herein. If after the expiration of the time to cure, City Council believes Grantee has failed to cure, the City Council must adopt an ordinance setting forth the cause and reason for the revocation and the effective date thereof in order to effectuate any revocation. Such ordinance shall not be adopted without thirty (30) days prior written notice thereof to the Grantee and an opportunity for the Grantee to be heard on the proposed adoption of said proposed ordinance. If the revocation as proposed in said ordinance depends upon a finding of fact, such finding of fact must be made by the City Council after a conclusive hearing is provided, if requested by the Grantee.

ARTICLE VI

Compensation

In consideration of the grant of the Franchise to the Grantee, the Grantee shall pay to the City, in arrears zero percent (0%) of the basic service rates from subscribers of the Grantee's local telephone service annual Gross Revenue from the operation of the business in said City. The franchise percentage is subject to change after the initial term of the agreement upon 90 days written notice from the City to the Grantee. Such payment shall be made in one (1) payment, on or before the first day of February of each year during the terms of this ordinance. The City agrees to accept this sum as full and fair compensation.

ARTICLE VII

Indemnification

The Grantee shall, concurrently with the filing of the acceptance of this Franchise, furnish to the City and file with the City Clerk a liability insurance policy in the amount of One Million Dollars (\$1,000,000) with a company approved by the City of Oberlin and in a form satisfactory to the City Attorney indemnifying and defending the City, its officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liabilities to others and against any loss, costs, expense or damages resulting therefrom, arising out of the exercise or enjoyment of this Franchise.

ARTICLE VIII

Use and Installation

SECTION 1: Degree of Care. The Grantee or any persons, firm or corporation erecting, constructing or maintaining any of the property used by or for the Grantee shall at all times employ due care or the highest degree of care required by law under the facts and circumstances and shall maintain and install the property of the Grantee in accordance with commonly accepted methods and principals so as to prevent failures and accidents likely to damage, injure or create a public nuisance.

SECTION 2: Location of Facility. All communications facilities shall be located so as to cause minimum interference with the proper use of streets and the rights and reasonable convenience of property owners abutting the streets. In no event shall such facilities be located so as to substantially interfere with the usual public travel on any street of the City.

SECTION 3: Damage to Public Property. Whenever Grantee or any person on its behalf causes any injuries or damage to any public property or street by or because of the installation, maintenance or operation of the communications facilities, such injury or damage shall be immediately remedied in such fashion as directed by the City Superintendent.

SECTION 4: Tree Trimming. Grantee shall have authority to trim trees upon and over the streets of the City so as to prevent the branches of such trees from coming in contact with wires, cables and other facilities of Grantee. All trimming shall be done under the supervision of the City Superintendent at the expense of the Grantee.

SECTION 5: Facilities Upgrades/Changes. Grantee shall exercise its right to place, remove, construct and reconstruct, extend and maintain its plant and appurtenances as the business and purposes for which may from time to time require along, across, on, over, through, above and under any public right of way including, but not limited to, streets, avenues, alleys, bridges and the public grounds and places within the limits of the City.

ARTICLE IX

Removal and Abandonment of Property

If the Franchise is terminated or revoked, the Grantee shall promptly, upon ninety (90) days written notice, remove from the streets all its facilities other than that which the City of Oberlin, Kansas, may permit to be abandoned in place. In the event of such removal, the Grantee shall promptly return the street to the like or similar condition which it was in before the facilities were placed.

ARTICLE X

Operation and Maintenance

Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable Grantee to exercise its rights and perform its services under this Franchise and to assure an uninterrupted service to all of its customers. Grantee shall render efficient service, make repairs promptly and only interrupt

service for good cause for the shortest time possible. In order to limit failure and malfunctions of the communications system and to enable prompt correction at all times after notice of malfunction or failure, Grantee shall consistently maintain a listed telephone, which shall be operated to receive complaints, requests for repairs or adjustments because of malfunctions at any time of day Sunday through Saturday, including holidays.

Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary action shall be paid by the person requesting the same, and Grantee shall have the authority to require advance payment. Grantee shall be given no less than forty-eight hours advance notice to arrange for such temporary wire changes.

ARTICLE XI

Compliance with the Law

Grantee shall, at all times during the term of this Franchise, be subject to all lawful exercises of the police power of the City and to such reasonable regulations as the City shall prescribe for the general conduct of persons providing communications service within the City.

ARTICLE XII

Sale or Lease of Franchise

The Franchise shall be deemed a privilege to be held in personal trust by the Grantee. It may not be sold, transferred, leased, assigned or disposed of in whole or in part either by force of voluntary sale, consolidation or otherwise without prior notification to the City Council.

ARTICLE XIII

Grantee Without Recourse

Grantee shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of any of the provisions or requirements of this Franchise or because of the enforcement thereof by the City, nor for the failure of the City to have the authority to grant all or any part of the Franchise.

ARTICLE XIV

Grantee's Rates and Regulations

Grantee shall have the right and power to fix, charge, collect and receive reasonable rates for the services it provides through its Communications System; provided, that such rates shall not be established on a discriminatory basis.

ARTICLE XV

Notices

Whenever, under the terms of this Franchise, either party shall be required or permitted to give notice to the other, such notice shall be in writing and if to be served upon the City it shall

be delivered by certified mail to the Mayor & City Council c/o City Clerk, [#1 Morgan Drive408 Russell Ave.](#), Oberlin, KS 67672. If to the Grantee, it shall be delivered by certified mail to Chief Financial Officer, 145 N. Main, Lenora, Kansas 67645.

Bonds and other Surety. Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of Grantee are sufficient to afford compliance with the terms of the Franchise and the enforcement thereof. Grantee and Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Communications Services. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that one is required in the future, the Franchising Authority agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

ARTICLE XVI

Miscellaneous Provisions

SECTION 1: Binding Effect. All provisions of this ordinance shall be binding upon Grantee and all successors, lessees and assigns of Grantee whether expressly stated herein or not.

SECTION 2: Force Majeure. The Grantee shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

PASSED AND ADOPTED by the Governing Body of the City of Oberlin, Kansas, on this 16th day of June, 2016.

EFFECTIVE DATE: June 16, 2016.

CITY OF OBERLIN, KANSAS

By:

ATTEST:

To whom it may concern,

The Oberlin Gun Club would like to inform you of our intention to do some minor renovation, and the purchase of new equipment. With your permission, we would like to demolish one of the trap houses, and construct a new one with appropriate dimensions to house a new trap machine. The current one has structural issues and leakage with precipitation. We have applied for, and are hoping to receive a Hansen community improvement grant to cover the cost of the project. All, construction, materials and labor would be supplied by the Oberlin Gun Club, and its members, at no cost to the city of Oberlin.

Thank You for your consideration,
The Oberlin Gun Club
Gary Bruggeman, president
Phone # 785-470-1689

Pool Staff and Supervision Standards

Every Class A swimming pool must have on duty whenever the pool is open, 1 lifeguard per each 1-100 bathers or 2,000 square feet of water surface area, whichever is the lesser number. The number of lifeguards on duty must be sufficient to permit periodic relief or rest periods.

A lifeguard must not simultaneously guard more than one pool unless the area under surveillance can be continuously monitored with a clear unobstructed view and immediate assistance can be rendered if needed.

A lifeguard must be in position to view all areas of the pool that s/he is responsible for watching.

A lifeguard must wear a distinguishing swim suit or emblem while on duty.

At water slides, drop slides, or water features where the discharge area of the slide is not clearly visible by the patron about to ride the feature, one lifeguard is required within 50 feet of the discharge point of the slide. This lifeguard must be responsible for guarding the plunge area for the feature and no other areas and must be in voice or visual communication with the attendant or lifeguard at the top of the slide or feature. One lifeguard may monitor up to three slides and no other areas if they are adjacent to and discharge to the same plunge area.

At water slides, drop slides or water features where the discharge area of the slide is clearly visible by the patron about to ride the feature, one lifeguard is required to monitor the discharge area and must be in voice or visual communication with the patron.

Class A pools where swimming classes or swimming meets are conducted are exempt from the lifeguard requirement during classes or meets, if the class or meet in session is under the direct supervision of an individual responsible for supervising the group and capable of taking the necessary actions in the case of an emergency.

All Class A swimming pools, and those Class B and F swimming pools which elect to have a lifeguard on duty, must provide a lifeguard chair for each 2,000 square feet of water surface area.

<u>Water Surface Area</u>	<u>Minimum Number</u>
<u>in Sq. Ft. (meters)</u>	<u>of Chairs</u>

Less than 2,000 (<186)	0
2,000 to 3,999 (187-372)	1
4,000 to 5,999 (373-557)	2
6,000 to 7,999 (558-743)	3

At least one chair must be located so the lifeguard is able to maintain surveillance of all pool floor area having a depth of 5 feet or greater.

All lifeguard chairs must be:

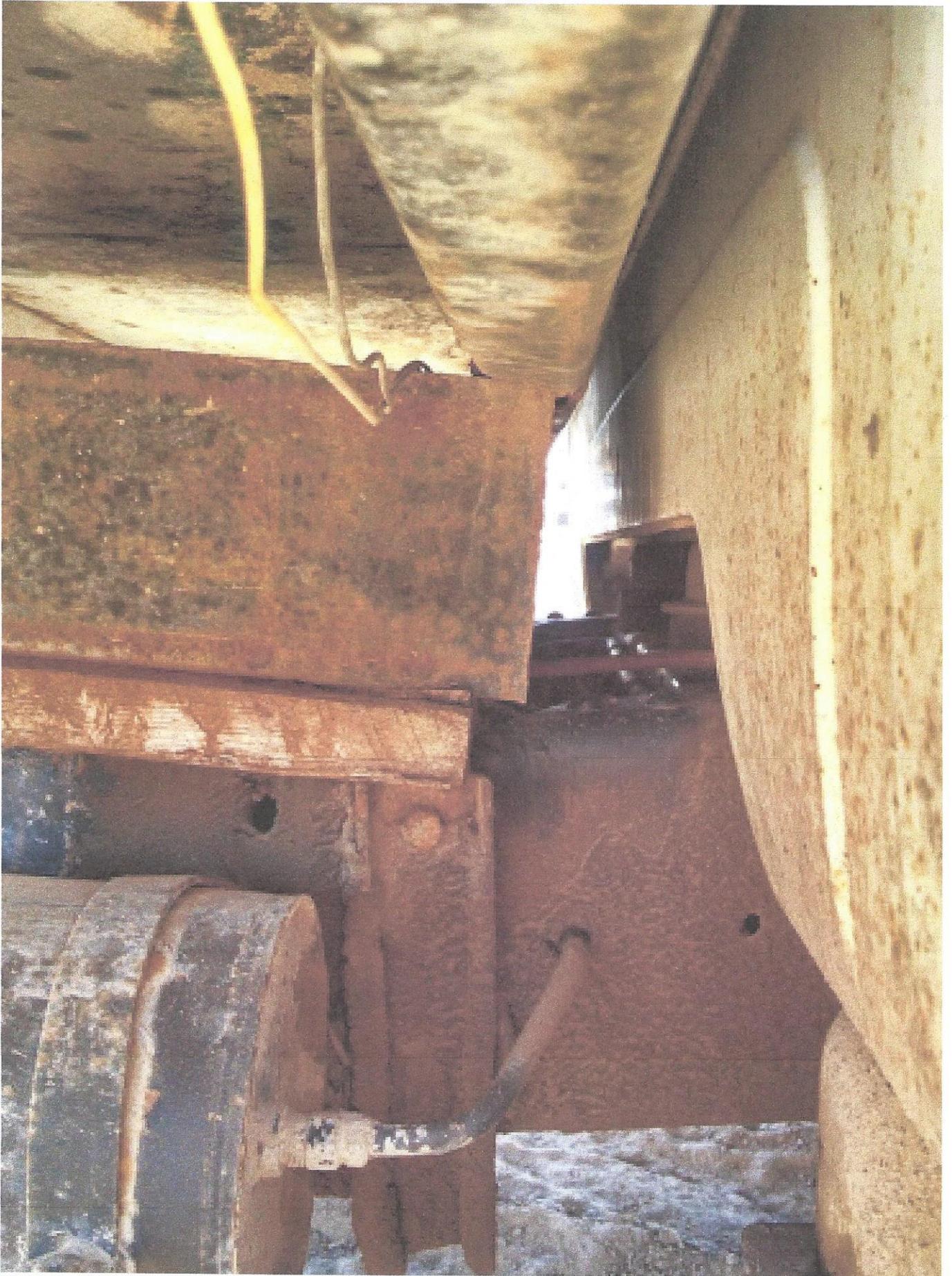
1. Located so the guard is not required to protect a segment greater than 180°;
2. Placed at waterside in locations to minimize the effect of glare on the water; and
3. Placed to give complete coverage of the pool(s).

Bathhouses must be kept in good repair and kept free from dirt and algae. They must be kept clean at all times and disinfected at least once each day.

Liquid or powdered soap dispensers and soap must be provided.

(Excerpts from Department of Health & Human Services Nebraska, Title 178 NAC2 Operation and Management of Public Swimming Pools)











1999 INTERNATIONAL 4700 DUMP TRUCK in Kansas City, MO

FINANCE

SHARE THIS

CONTACT SELLER



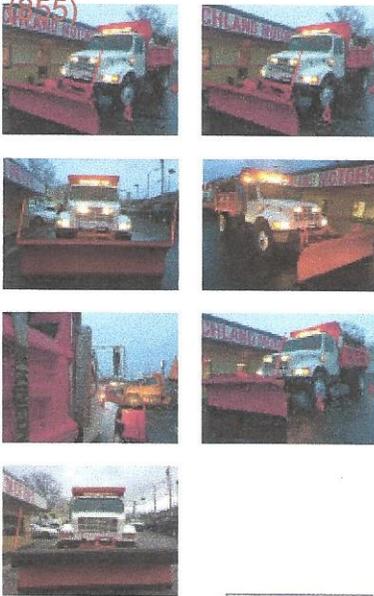
Price: \$23,000

Best Offer

Specification

Year: 1999
Make: INTERNATIONAL
Model: 4700
Class: CLASS 7 (GVW 26001 - 33001)
Category: Dump Truck
Engine Make: International
Mileage: ~~133095~~ 64,492
See More Info: [Additional Details from the Dealer](#)
New/Used: U
Color: Red
Interior Color: tan
Weight: 26001-33000
Max Torque: 400-620
Engine Model: International T444E 7.3L V8 160-230hp 400-620ft. lbs.
Max Horsepower: 160-230
Fuel Type: Diesel
Transmission Make: Allison
Axles: 4x2
Rear Axles: DRW
Brake Type: Air
Drivetrain: 4X2
VIN: 1HTSCABN5XH685514
Price: \$23,000

Contact this seller now: 207-3069 [View Larger](#)



Less

Features

Air Conditioning, AM/FM Radio, Air Seat, Fog Lights, Block Heater, Locking Differential

Description

International 4900, Allison automatic, automatic roll tarp, air gate, good rubber, excellent mechanical condition. Come drive! For more info. and pricing call 816 896 2360.

[Get a CarFax Record Report](#)

Seller Information

Commercial Truck Sales

[\(855\) 207-3069](#)

Reference Stock #: EQ265

Less

2003 INTERNATIONAL 4300 CONTRACTOR TRUCK, DUMP TRUCK, LANDSCAPE TRUCK in Montgomery City, MO

FINANCE

SHARE THIS

CONTACT SELLER



Price: \$32,000

Specification

Year: 2003
Make: INTERNATIONAL
Model: 4300
Class: CLASS 6 (GVW 19501 - 26000)
Category: Contractor Truck, Dump Truck, Landscape Truck
Mileage: 229000
New/Used: U
Front Tire Size: 22.5
Engine Model: DT466
Fuel Type: Diesel
Rear Axles: 8000
Front Axle: 17500
Number of Rear Axles: Single
Brake Type: No
Price: \$32,000

▲ Less

Contact this seller now: [343-1127](tel:343-1127) [View Larger](#)



Description

4300, Medium Duty Trucks - Dump Trucks, DT466, Automatic, NEW 11 FT DUMP, rear plate and reece hitch, under CDL, Horse Power, Suspension, All Steel Wheels, 166 Wheel Base, 22.5, Single Axle, Ratio, Commercial

Seller Information

Montgomery Sales, Inc

(877) 343-1127
Reference Stock #: 51

1816 Hwy 161 South
Montgomery City,
MO
63361 [\(Map\)](#)

[See All Inventory](#) | [Visit Dealer Web Site](#)

Contact Seller

*required

2004 INTERNATIONAL 4300



For Sale Price: USD \$32,500

Contact Information

Reed Company LLC
Wamego, Kansas
Phone: +1 785-456-7333
Fax: +1 785-456-6714
Contact: Don



Get a free quote! Choose an option below.

Description

New 10' Crown bed w/New Harsh RLE55 scissor hoist, New Aluminum wheels, Fresh engine, Refurbished seat, Nice Clean truck

Power Steering

Specifications

Quantity	1
Year	2004
Model	4300
Condition	Used
Engine	International
Manufacturer	
Horsepower	215
Transmission	Automatic
Length	10 ft
Wheels	Aluminum
Gross Vehicle Weight	25,500 lb
Front Axle Weight	8,000 lb

Stock Number	12186
Manufacturer	INTERNATIONAL
Location	Wamego, Kansas
Cab	Standard Cab
Engine Type	DT466
Fuel Type	Diesel
Mileage	276,515 mi
Suspension	Air Ride
Tires	11R22.5
Number of Rear Axles	Single
Rear Axle Weight	17,500 lb
Drive Side	Right Hand Drive