

COUNCIL MEETING PACKET
For

December 15, 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
December 15, 2016
5:00 PM

Meeting Called to Order – Mayor Ladd Wendelin

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

PLEDGE OF ALLEGIANCE to the Flag

PROCLAMATIONS

BOARD APPOINTMENTS

Tree Board Councilmember

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. Emergency Mitigation Plan (Jacque Boultinghouse)
2. Tree Rebate Program (Jeremy Tally)
3. Mowing Contract (Hirsch)

New Business

1. CMB License Approvals (Mayor)
 - Cobblestone Inn & Suites
 - Crossroads Express
 - Oberlin-Decatur EDC – Sunflower Recreation Center & Bowling Alley
 - The Re-Load
 - Rayes Grocery
2. FAA Grant Pay Request #6 Authorization (Mayor)
3. New Councilmember Orientation (Hirsch)

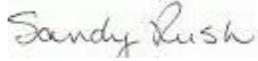
REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

- Mayors Report
 - Next Council Meeting December 29
- 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 **December 13, 2016** at 4:00 p.m. and remained so posted continuously preceding the scheduled time of said meeting.

A handwritten signature in cursive script that reads "Sandy Rush".

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.

REGULAR COUNCIL MEETING –November 30, 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, Brandon Oien and Rusty Addleman. Majority of the Body Present.

Absent: Jim Marchello

Others Present: City Attorney Steve Hirsch, City Administrator Troy Haas, City Foreman David Sporn, Water Supervisor Willard Perrin, City Treasurer Steve Zodrow, Marilyn Black, Heather McDougal, Deb Lohofener, Jacque Boultinghouse, Brice Meitl, Lavern Rippe, Abby Hissong and City Clerk Sandy Rush. Jamie Peterson with the Oberlin Herald and Caleb Peterson arrived at 5:30.

PUBLIC COMMENT – Jacque Boultinghouse, Emergency Manager for Decatur County, said the mitigation plan the Council received previously would be presented by her at the next council meeting. She asked them to review and bring questions for discussion and she would be asking them for approval and adoption of the plan.

CONSENT AGENDA

Approval of minutes – for November 2, 2016 regular Council meeting.

Appropriation Ordinance - Payment of Bills.

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

OLD BUSINESS

Appointment of Councilmember – Williby moved, second by Addleman to approve Mayor Wendelin’s recommendation of appointing Deb Lohofener as Councilmember. This is replacing the vacancy left by Marilyn Horn. **Motion carried.** The oath was administered by Mayor Wendelin to the new councilwoman, Deb Lohofener, term to end January 2018.

Opening Bids for City Mowing Contract – Administrator Haas presented the two sealed bids received for city mowing to Mayor Wendelin. Wendelin opened the bids and read them out loud. The bids were both from Larry Fought. One for the city parks properties and one for the airport. After the readings, Administrator Haas commented that there was a very small increase in the bid amounts on city parks properties and the same bid on the airport property. After a short discussion, it was decided to table the decision until it was made clear, how many contract years Mr. Fought was considering before a contract would be written up.

NEW BUSINESS

Review Utility Rates – City Treasurer Steve Zodrow discussed results of the annual water and electric rate analysis from the past year. He presented different scenarios showing the effects of no rate changes versus the minimum increases versus what it would take to start rebuilding the reserves. Mr. Zodrow explained he wanted the Council to understand and consider what it would take to achieve the desired revenue needed for the operation and maintaining of the city’s facilities, make capital improvements and service outstanding debt. It was suggested that Mr. Zodrow determine the number of customers using the first 500 cubic feet of water and up to 1000 cubic feet of water. He stated the waste water rates would not be evaluated until April. He reported that so far 38% of the electric and water meters had been switched over to radio read meters. Lavern Rippe expressed his concerns of the current citizens being responsible of paying for the lack of long-term planning by past administrators. No decision was needed tonight, Mr. Zodrow said, but he did want them to have the information so in the near future the Council could decide what needed to be done.

Grow Decatur County & Community Clean-up Grant Information – Abby Hissong from the Grow Decatur County foundation played a promotional video for the council and discussed a \$50,000 matching offer from the Dane G. Hansen Foundation. The matching offer is for December 2016 only. The video was produced by a High School class and the Foundation committee intends to donate back to the school. Mrs. Hissong discussed the Community Clean-Up Grant that the Dane G. Hansen Foundation will help to aid in cleaning up Oberlin, and the other communities in Decatur County.

#1 Executive Session -At 6:05 pm Williby moved, second by Addleman to have a five minute executive session for attorney-client privilege to include the City Administrator, Mayor, City Attorney and Council. **Motion carried.** Back in session at 6:10 with no action taken.

#2 Executive Session – At 6:10 pm Williby moved, second by Oien to have another executive session for fifteen minutes for an attorney-client privilege to include the City Administrator, Mayor, City Attorney and Council. **Motion carried.** Back in session at 6:25 pm. Oien moved, second by Williby to extend the executive session for five minutes. **Motion carried.** Back in session at 6:30 pm with no action taken.

REPORTS

Airport Report – Manager Brice Meitl reported on the meeting the airport advisory board had with Olsson’s engineer, Diane Hofer. He said Ms. Hofer was working on the five-year airport capital improvement plan and in 2018, they were wanting to increase the apron size. This would be funded using the annual Federal Aviation Administration Grant funds of \$150,000. Also discussed, was the Grass Runway that Kansas Department of Transportation (KDOT) had approved a grant for land acquisition. He said the board had inquired whether or not they could use the KDOT grant for the purchase of a new Automated Weather Observing System (AWOS) for the airport. This was to be asked of KDOT.

Mayor Report – Wendelin reported

- Thanked Ms. Lohoefer for volunteering for the position of council member.

Administrators Report – Haas reported

- Read Thank-You’s from the families of Marilyn Horn and Ron McDougal.
- Reported that Shayla Williby would be presenting a presentation on the Sappa Park Trails in the future.
- Next meeting is Wednesday, December 15th.

Public Works Report

- City Foreman report attached.

Treasurers Report

- Sales Tax report attached.

Councilman Oien

- Thanked the city crew for entering a float in the Light Parade.

ADJOURNMENT

At 6:45 pm Williby moved, second by Addleman to adjourn. **Motion carried.**

Sandy Rush, City Clerk

Ladd Wendelin, Mayor

Rules and Guidelines

To be eligible for the reimbursement of half of the cost of a newly planted tree (including tax) with the maximum reimbursement of \$50.00 OR for reimbursement of half of the cost of a tree removal (including tax) with the maximum reimbursement of \$100.00, the following guidelines must be followed:

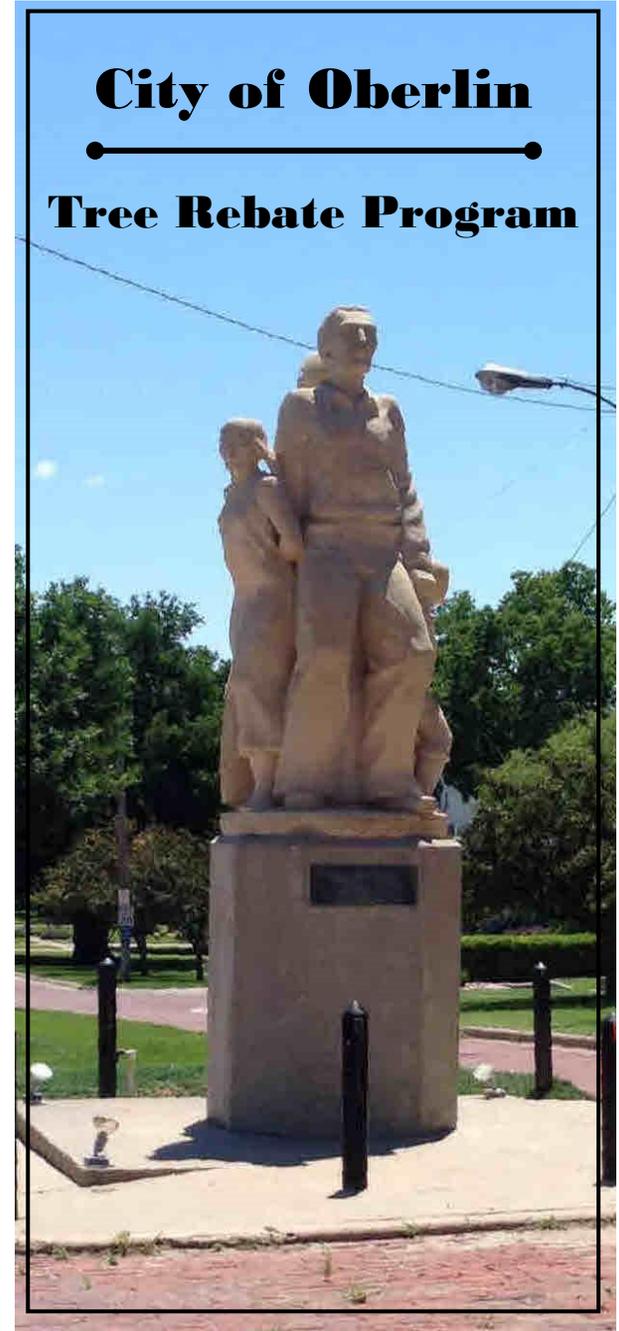
1. All trees planted must be on the preferred or acceptable tree list. Deciduous trees must be a minimum of 6 feet tall and Spruce, Pine, and Juniper trees must be a minimum 2 feet tall.
2. Limit of 2 rebates for newly planted trees and 2 rebates for tree removal per property owner per calendar year. Only properties within the City limits of Oberlin are eligible for a rebate. Only trees located in the city right-of-way are eligible for the tree removal rebate.
3. Trees must be purchased from reputable dealer. Tree removal must be performed by a business that is licensed to perform tree removal in Oberlin. A list of licensed tree trimmers may be obtained by contacting the City Office.
4. Funds are limited and will be allocated on a first come/first-rebated basis.
5. No street trees other than those trees listed as small trees may be planted under or within 20 lateral feet of any overhead utility line. No trees may be planted closer than 5 lateral feet from any underground utility. Small street trees must be planted at least 30 feet apart, medium trees, 40 feet, and large trees at least 50 feet. A clear space distance between the curb and sidewalk must be 4 feet for small trees, 5 feet for medium trees and 6 feet for large trees. Trees must be planted 20 feet from any intersection of a 20 mph street, and 30 feet from any 30 mph street intersection. Trees cannot be planted closer than 10 feet from any fireplug. Property owners are required to call Kansas One Call (Dig Safe) at (800) 344-7233 prior

6. Trees may be planted anywhere on private property as long as that location is visible to the public. The front yard is still the preferred location.
7. Upon planting the tree, the property owner shall mulch around the base of the tree a diameter of 3 feet and 2 inches deep, with shredded wood or wood chip type mulching material. The cost of this mulching material may be included in the cost of the tree provided that the cost does not exceed the maximum rebate amount.
8. Spring trees must be purchased between April 1 and June 1, and rebate requests received by June 15 to be eligible. Fall trees must be purchased between September 1 and November 30, with the rebate request returned by Dec. 10.
9. Trees must be planted in accordance with the Oberlin Tree Policy Guidelines.
10. All trees planted in the street right-of-way must be approved prior to planting using the Street Tree Permit. Copies can be found at the city office or www.oberlinkansas.gov.
11. In order to receive a rebate, the purchaser must present the rebate form accompanied by a sales slip stating the type, size and cost of the tree to the City Clerk at the Oberlin City Office.



City of Oberlin

1 Morgan Dr.
Oberlin, Kansas 67749
Phone: 785-475-2217
Fax: 785-475-2925



Rebate Form

Date:

Property Owner Name

Address

Mailing Address (if different from above)

Home Phone Number Cell Phone Number

Quantity Purchased or Removed (Circle One)

Location in Yard

Species

Cost (Including Tax)

Dealer

Signature

Complete the above portion of this form and attach a copy of your receipt that shows the cost of each tree, species and size. By signing, the above-named purchaser hereby agrees to plant the tree(s) in compliance with the guidelines set out under the Tree Rebate Program. Mail or deliver to:

City of Oberlin
1 Morgan Dr.
Oberlin, Kansas 67749

FOR TREE BOARD USE

Representative

Approved Not Approved

Amount of Rebate

Preferred Tree List

<u>Common Name</u>	<u>Size</u>	<u>DT</u>	<u>Scientific Name</u>
Coffeetree, Kentucky	[M]	[DT]	Gymnocladus dioicus
Crabapple, Red	[S]	[DT]	(Malus sp.)
Crabapple, White	[S]	[DT]	(Malus sp.)
Elm, American	[L]	[DT]	Ulmus americana
Elm, Asian (hybrids)	[L]	[DT]	Ulmus ...
Elm, European & Eurasian (hybrids)	[L]	[DT]	Ulmus...
Elm, Lacebark	[L]		Ulmus parvifolia
Goldenraintree	[S]	[DT]	Koelreuteria paniculata
Hackberry, Common	[L]	[DT]	Celtis occidentalis
Hawthorn, Cockspur (thornless)	[S]	[DT]	Crataegus crusgalli
Hawthorn, Green	[S]	[DT]	Crataegus viridis
Linden, American	[L]		Tilia americana
Linden, Littleleaf	[M]		Tilia cordata
Oak, Heritage	[L]		Quercus macrocarpa x robur
Oak, Bur	[L]	[DT]	Quercus macrocarpa
Oak, Chinkapin	[L]	[DT]	Quercus muehlenbergii
Osage Orange (fruitless/thornless)	[M]	[DT]	Maclura pomifera
Redbud, Eastern	[S]	[DT]	Cercis canadensis

Acceptable Tree List

Birch, River	[M]		Betula nigra
Catalpa, Northern	[L]		Catalpa speciosa
Cherry, Canada Red	[M]		Prunus virginiana
Hawthorne	[S]		Crataegus phaenopysum
Hornbeam, European	[M]		Carpinus betulus
Locust, Thornless Honey	[M]	[DT]	Gleditsia triacanthos
London Plantree	[L]		Plantanus x acerifolia
Oak, English	[L]		Quercus robur
Oak, Northern Red	[L]		Quercus rubra
Oak, Sawtooth	[L]		Quercus acutissima
Oak, Shingle	[L]		Quercus imbricaria
Oak, Shumard	[L]		Quercus shumardii
Oak, Texas Red	[L]		Quercus texana
Pear, Callery (All species except 'Bradford')	[M]		Pyrus...
Dogwood, Flowering	[S]		Cornus florida
Mulberry, Red (Male)	[M]		Morus rubra Styphnolobium
Japanese Pagoda Tree	[M]		Styphnolobium japonicum
Sycamore, American	[L]		Platanus occidentalis

[S] = Small (20'-30') [M] = Medium (30'-45') [L] = Large (Over 45') [DT] = Drought Tolerant

Independent Contractor Work Agreement

This is an Agreement executed this _____ day of December 2016, by and between:

The **City of Oberlin**, Kansas, organized and existing under the laws of the State of Kansas, with usual place of business at 1 Morgan Drive, Oberlin, KS 67749 (hereinafter called the “City”),

And

Larry Fought, of 711 West Commercial Street, Oberlin, KS 67749 (hereinafter called the “Independent Contractor”).

Effective March 1, 2017, the City contracts for services of the Independent Contractor, and the Independent Contractor agrees to serve the City, under the following terms and conditions:

1. **Scope of Work.** The Independent Contractor shall be responsible for lawn maintenance at the following city park locations:

- A. City Park
- B. North State Park
- C. South State Park
- D. Zodrow Park
- E. Boy Scout Park
- F. Ball fields
- G. Airport Lights
- H. Airport Right-of-Way
- I. Balance of Airport

Lawn maintenance is defined as mowing, trimming, and general cleanup so as the lawn looks well groomed and cared for. The Independent Contractor is responsible for completing the task with his or her own equipment and in the manner he or she deems appropriate. An appointed city employee shall have the responsibility and authority to ensure work meets above standard. If work fails to meet the standard, the appointed city employee shall make recommendation to discontinue the contract. All communication and coordination is to occur between the appointed city employee and the Independent Contractor.

2. **Duration.** This Agreement is valid for the period: March 1, 2017 to October 31, 2019.

3. **Compensation:**

- a. The Independent Contractor shall be paid according to the following list for each time lawn maintenance is performed:

- | | | |
|----|-----------------------|-----------|
| A. | City Park: | \$393.00 |
| B. | North State Park: | \$181.00 |
| C. | South State Park: | \$121.00 |
| D. | Zodrow Park: | \$121.00 |
| E. | Boy Scout Park: | \$146.00 |
| F. | Ball Fields: | \$303.00 |
| G. | Airport Lights: | \$ 100.00 |
| H. | Airport Right-of-Way: | \$ 100.00 |
| I. | Balance of Airport | \$1200.00 |

In addition, third party expenses incurred on behalf of the City are billed at cost. All third party expenses require pre-approval from the City. The Independent Contractor will provide regular invoices detailing the tasks undertaken, the amount due for such services, and any third party expenses incurred.

- b. Payments shall be preceded by an invoice from the Independent Contractor, and the City shall then pay in the ordinary course. Payment should be made in the form of a check payable in US dollars to: Fought Enterprises, 711 W. Commercial Street, Oberlin, KS 67749.
 - c. Further, the Independent Contractor shall not be entitled to participate in any of the City's benefits, including without limitation, any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing services under this Agreement. All such costs shall be Independent Contractor's responsibility.
4. **Conflict of Interest.** The Independent Contractor agrees to inform the City of all the Independent Contractor's interests, if any, which may be or which the Independent Contractor has reason to believe may be, incompatible with the interests of the City. In addition to the foregoing, the Independent Contractor agrees not to make improper use of any information that comes to himself or his agents or representative in the performances of services under this Agreement.
5. **Relationship.** The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit the City to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of the City.
6. **Warranties and Indemnification.**
 - a. The Independent Contractor represents and warrants that the services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry; and the Independent Contractor shall obtain any and all necessary permits or permissions required to comply with such laws, rules or regulations.
 - b. The Independent Contractor and the City have full power and authority to enter into and perform their obligations under this Agreement; this Agreement is a legal, valid and binding obligation of Independent Contractor, enforceable against it in accordance with its terms.
 - c. The Independent Contractor will perform the services in accordance with the specifications established by the City.

- d. The Independent Contractor shall comply with all of the City's standards and procedures when working on-site at the City, including without limitations, standards relating to security.
- e. The City shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or other assistants in the course of performing this Agreement.
- f. The Independent Contractor hereby indemnifies and holds harmless the City, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever which may in any way arise from the services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The City shall retain control over the defense of, and any resolution or settlement relating to, such loss. The Independent Contractor will cooperate with the City and provide reasonable assistance in defending any such claim.

7. Termination.

- a. Either party may terminate this Agreement prior to the expiration date set forth in paragraph 2 above by giving the other notice in writing, which notice shall specify the date upon which such termination becomes effective. In the event either party gives such notice, this Agreement shall terminate upon the date specified, and the parties hereto shall be released from any and all liability hereunder except such liability as, by the terms hereof, may be accrued prior to, or may extend beyond, such termination.
- b. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any causes beyond the control of such party.

8. Damages and Remedies.

- a. In the event of termination of this Agreement by the City pursuant to Section 7, the City shall have all remedies available to it at law and in equity. Any and all materials prepared for and/or delivered to the City prior to termination shall remain the property of the City.
- b. In the event of termination pursuant to Section 7, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid pursuant to Section 2 and the City's sole obligation shall be to pay Independent Contractor the amount due for services already acceptably performed and materials already accepted, pro rata. In no event shall the City be liable for any lost profits or consequential, incidental or special damages.

- c. The Independent Contractor waives any and all right to injunctive relief in the event of any dispute with the City, and the Independent Contractor's sole remedy in such a dispute shall be at law.

9. General Terms.

- a. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas applicable to contracts made and fully performed therein, and the state courts located in Decatur County, Kansas, shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.
- b. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties. The Agreement is not valid until and unless the City Council of Oberlin, Kansas, votes to approve the contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Independent Contractor

Independent Contractor

Date

The City of Oberlin, Kansas

Troy Haas
City Administrator
City of Oberlin, Kansas

Date

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

RETAIL

FEE, \$ 75.00

NO. _____

DEALER'S

2017

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **COBBLESTONE INN & SUITES** to sell at retail

CEREAL MALT BEVERAGES

On-Premise Retailer

At 507 W Elm St, Oberlin KS 67749

In the City of **OBERLIN** in **DECATUR COUNTY, KANSAS**.

Application therefore, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This license will expire **December 31, 2017**, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this ____ 15th _____

(Seal)

Day of **December, 2016**

Ladd Wendelin, Mayor

Countersigned:

Steve Zodrow, City Treasurer

Sandy Rush, City Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

RETAIL

FEE, \$ 75.00

NO. _____

DEALER'S

2017

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **CROSSROADS EXPRESS** to sell at retail

CEREAL MALT BEVERAGES

Off-Premise Retailer

At 602 W Frontier Parkway, Oberlin KS 67749

In the City of **OBERLIN** in **DECATUR COUNTY, KANSAS**.

Application therefore, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This license will expire **December 31, 2017** unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this _____ 15th _____

(Seal)

Day of **December, 2016**

Ladd Wendelin, Mayor

Countersigned:

Steve Zodrow, City Treasurer

Sandy Rush, City Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

RETAIL

FEE, \$ 75.00

DEALER'S

2017

NO. _____

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to
Oberlin-Decatur Area Economic Development Corp-
Sunflower Recreation Center & Bowling Alley to sell at retail

CEREAL MALT BEVERAGES

On-Premise Retailer

At 220 N Penn, Oberlin KS 67749

In the City of **OBERLIN** in **DECATUR COUNTY, KANSAS**.

Application therefore, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This license will expire **December 31, 2017**, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 15th

(Seal)

Day of **December, 2016**

Ladd Wendelin, Mayor

Countersigned:

Steve Zodrow, City Treasurer

Sandy Rush, City Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

RETAIL

FEE, \$ 75.00

NO. _____

DEALER'S

2017

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **The Re-Load / Mick & Rhonda Barth** to sell at retail

CEREAL MALT BEVERAGES

On-Premise Retailer

At 133 S Penn, Oberlin KS 67749

In the City of **OBERLIN** in **DECATUR COUNTY, KANSAS**.

Application therefore, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This license will expire **December 31, 2017**, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 15th

(Seal) Day of December, 2016 _____

Ladd Wendelin, Mayor

Countersigned:

Steve Zodrow, City Treasurer

Sandy Rush, City Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

RETAIL

FEE, \$ 75.00

NO. _____

DEALER'S

2017

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **Rayes Grocery, Inc. / Kirk Brown** to sell at retail

CEREAL MALT BEVERAGES

Off-Premise Retailer

At 119 W Commercial, Oberlin KS 67749

In the City of **OBERLIN** in **DECATUR COUNTY, KANSAS**.

Application therefore, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This license will expire **December 31, 2017** unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 15th

(Seal) Day of **December, 2016** _____

Ladd Wendelin, Mayor

Countersigned:

Steve Zodrow, City Treasurer

Sandy Rush, City Clerk

INVOICE SUMMARY (Cumulative)

GRANT RECIPIENT INFORMATION

Name: City of Oberlin
 Airport: Oberlin Municipal Airport
 Address: #1 Morgan Drive
 City/State: Oberlin, Kansas 67749

PROJECT INFORMATION

AIP Grant Number: 3-20-0061-010-2015 ~ \$736,200
 Description: Extend Runway 17/35
 Date: 11/23/2016
 Reimbursement No. 6 Federal Share %: 90%

(1a) Vendor/Class/Description	(1b) Contract / Budget	(1c) Previous Payments	N e w	(2) Invoice Number	(3) Invoice Date	(4) Due Date	(5) Invoice Amount	(6) AIP Eligible Costs	(7) Non-Participating Costs	(8) AIP Share	
Administrative	\$5,400.15	3,685.15									
Rood & Associates - Independent Fee Estimate				OIN-004	10/20/14	11/19/14	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 2,700.00	
The Oberlin Herald Newspaper Ad - bidding				307359	4/22/15	5/22/15	\$ 305.15	\$ 305.15	\$ -	\$ 274.64	
Hirsch & Mahoney, LLP Legal review of agreements				1	11/25/15	12/25/15	\$ 285.00	\$ 285.00	\$ -	\$ 256.50	
Hirsch & Mahoney, LLP - Legal review of agreements				2	5/26/15	6/25/15	\$ 95.00	\$ 95.00	\$ -	\$ 85.50	
Engineering - Design, Geotechnical & Bidding											
Olsson Associates (November 19, 2014)	\$64,560.00	\$63,817.30									
Design Services				221623	12/10/14	1/9/15	\$ 5,670.00	\$ 5,670.00	\$ -	\$ 5,103.00	
Design & Geotechnical Services				223178	1/7/15	2/6/15	\$ 10,091.35	\$ 10,091.35	\$ -	\$ 9,082.22	
Design Services				224714	2/10/15	3/12/15	\$ 36,855.00	\$ 36,855.00	\$ -	\$ 33,169.50	
Design & Geotechnical Services				228765	4/16/15	5/16/15	\$ 5,800.95	\$ 5,800.95	\$ -	\$ 5,220.86	
Bidding Services				230593	5/18/15	6/17/15	\$ 5,400.00	\$ 5,400.00	\$ -	\$ 4,860.00	
Engineering - Construction & Close Out Services											
Olsson Associates (November 19, 2014)	\$71,611.00	\$52,949.70									
Construction Services through 12/14/15				243136	12/14/15	1/13/16	\$ 1,703.23	\$ 1,703.23	\$ -	\$ 1,532.91	
Construction Services through 7/19/16				256560	7/19/16	8/18/16	\$ 2,283.39	\$ 2,283.39	\$ -	\$ 2,055.05	
Construction Services through 8/17/16				258578	8/17/16	9/16/16	\$ 19,733.24	\$ 19,733.24	\$ -	\$ 17,759.92	
Construction Services through 9/10/16				261351	9/10/16	10/10/16	\$ 29,229.84	\$ 29,229.84	\$ -	\$ 26,306.86	
Construction Services through 10/19/17			X	263064	10/8/16	11/7/16	\$ 7,097.51	\$ 7,097.51	\$ -	\$ 6,387.76	
Construction											
Smoky Hill	\$676,428.85	\$600,622.07									
Extend Runway 17/35				1		9/1/16	\$ 324,060.71	\$ 324,060.71	\$ -	\$ 291,654.64	
Extend Runway 17/36				2			\$ 276,561.36	\$ 276,561.36	\$ -	\$ 248,905.22	
Total:	\$818,000.00	\$721,074.22					\$ 728,171.73		TOTAL	\$ 655,354.00	
										PREVIOUS REIMBURSEMENTS	\$648,966.00
										AMOUNT OF THIS REIMBURSEMENT	\$ 6,388.00

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due, which has not been previously requested and that all work is in accordance with the terms of the award.

Signature _____ Date _____

Invoice



601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

October 19, 2016
 Invoice No: 263064

Invoice Total \$7,097.51

Troy Haas
 City Administrator
 City of Oberlin KS
 #1 Morgan Dr
 Oberlin, KS 67749

OA Project No. 014-2588 Oberlin, KS Runway Extension
 AIP Project No. 3-20-0061-10

Professional services rendered through October 8, 2016 for work completed in accordance with agreement dated November 19, 2014.

Phase 500 Design

Fee						
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing	
Design	51,000.00	100.00	51,000.00	51,000.00	0.00	
Design	0.00	100.00	0.00	0.00	0.00	
Design	5,700.00	100.00	5,700.00	5,700.00	0.00	
Total Fee	56,700.00		56,700.00	56,700.00	0.00	
Subtotal					0.00	
Total this Phase					0.00	

Phase 600 Bidding

Fee						
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing	
Bidding	5,400.00	100.00	5,400.00	5,400.00	0.00	
Total Fee	5,400.00		5,400.00	5,400.00	0.00	
Subtotal					0.00	

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Total this Phase 0.00

Phase 610 Construction

Labor

	Hours	Amount	
Senior Engineer	17.50	765.10	
Senior Technician - Field	107.00	2,316.55	
Associate Technician - Field	.50	8.13	
Senior Administrative Coordinator	.25	5.43	
Totals	125.25	3,095.21	
Total Labor			3,095.21

Reimbursable Expenses

Meals		301.71	
Lodging and Other travel		509.73	
Telephone		81.46	
Total Reimbursables		892.90	892.90

Additional Fees

Overhead	176.84 % of 3,095.21	5,473.57	
Total Additional Fees		5,473.57	5,473.57

Billing Limits

	Current	Prior	To-Date	
Total Billings	9,461.68	52,949.70	62,411.38	
Limit			59,200.00	
Over Limit Adjustment				-3,211.38

Total this Phase \$6,250.30

Phase 620 Construction Testing

Consultants

Mid-State Engineering and Testing Inc				
8/31/2016	Mid-State Engineering and Testing Inc	13370	380.00	
Total Consultants			380.00	380.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	380.00	0.00	380.00	
Limit			6,611.00	
Balance Remaining			6,231.00	

Total this Phase \$380.00

Phase 630 Closeout

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Labor

	Hours	Amount	
Senior Engineer	2.50	109.30	
Totals	2.50	109.30	
Total Labor			109.30

Reimbursable Expenses

Personal Vehicle Mileage		103.68	
Total Reimbursables		103.68	103.68

Additional Fees

Overhead	176.84 % of 109.30	193.29	
Fixed Fee	15.00 % of 406.27	60.94	
Total Additional Fees		254.23	254.23

Billing Limits

	Current	Prior	To-Date
Total Billings	467.21	0.00	467.21
Limit			5,800.00
Balance Remaining			5,332.79

Total this Phase \$467.21

AMOUNT DUE THIS INVOICE \$7,097.51

Outstanding Invoices

	Number	Date	Balance
	261351	9/23/2016	29,229.84
Total			29,229.84

Authorized By: Curtis Christianson

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

OLSSON ASSOCIATES INVOICE SUMMARY

Date: 10/19/2016

Sponsor:

City of Oberlin, KS
#1 Morgan Dr
Oberlin, KS 67749

Invoice: 263064

Project: 3-20-0061-10

Consultant:

Olsson Associates
PO Box 84608
Lincoln, NE 68501

OA Project No.: 014-2588

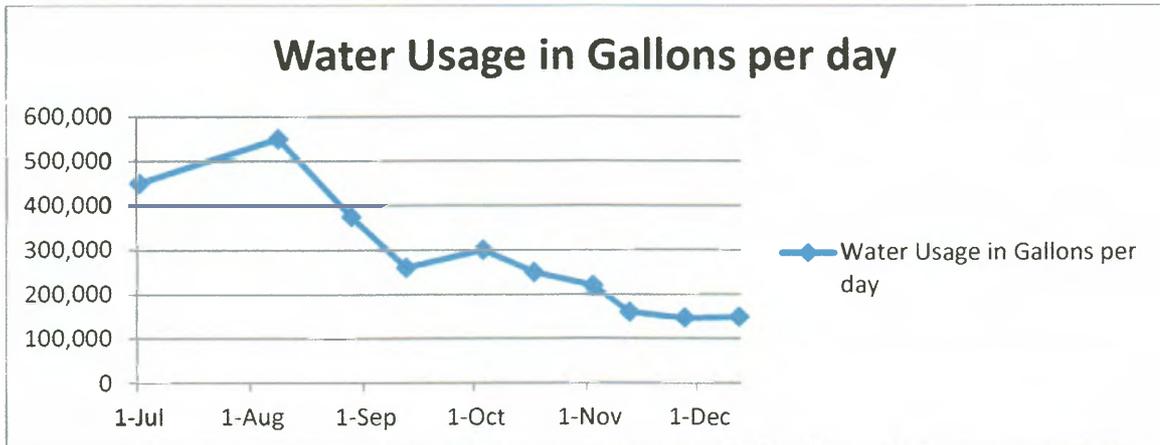
Date of Contract: 11/19/2014

Item No.	Description	Contract Quantities	Percent Complete	Billed to Date	Previous Billing	Current Billing
1	Design	\$56,700.00	100%	\$56,700.00	\$56,700.00	\$0.00
2	Geotechnical Services	\$2,460.00	TMNTE	\$1,717.30	\$1,717.30	\$0.00
3	Bidding Phase	\$5,400.00	100%	\$5,400.00	\$5,400.00	\$0.00
4	Construction Observation Phase		TMNTE			
	Professional Personnel - Direct Labor	<i>See Attached Invoice</i>		\$17,353.04	\$14,257.83	\$3,095.21
	Overhead			\$30,687.13	\$25,213.56	\$5,473.57
	Less OverLimit Amount			-\$3,211.38	\$0.00	-\$3,211.38
	Reimbursable Expenses	<i>See Attached Invoice</i>		<u>\$7,482.45</u>	<u>\$6,589.55</u>	<u>\$892.90</u>
	Not-To-Exceed / Subtotal to Date	\$52,311.24		\$52,311.24	\$46,060.94	\$6,250.30
	Fixed Fee	<u>\$6,888.76</u>		<u>\$6,888.76</u>	<u>\$6,888.76</u>	<u>\$0.00</u>
	Total: Construction Observation	\$59,200.00		\$59,200.00	\$52,949.70	\$6,250.30
5	Construction Testing	\$6,611.00	TMNTE	\$380.00	\$0.00	\$380.00
6	Close Out Phase		TMNTE			
	Professional Personnel - Direct Labor	<i>See Attached Invoice</i>		\$109.30	\$0.00	\$109.30
	Overhead			\$193.29	\$0.00	\$193.29
	Reimbursable Expenses	<i>See Attached Invoice</i>		<u>\$103.68</u>	<u>\$0.00</u>	<u>\$103.68</u>
	Not-To-Exceed / Subtotal to Date	\$5,151.16		\$406.27	\$0.00	\$406.27
	Fixed Fee	<u>\$648.84</u>		<u>\$60.94</u>	<u>\$0.00</u>	<u>\$60.94</u>
	Total: Close Out Phase	\$5,800.00		\$467.21	\$0.00	\$467.21
	TOTALS	\$136,171.00		\$123,864.51	\$116,767.00	\$7,097.51
Total Due Olsson Associates						\$7,097.51

To: Mayor and Oberlin City Council

From: City Foreman David Sporn

1. Our equipment has been serviced and is ready for snow removal.
2. The Street Dept. vacancy has been filled by Joe Carter.
3. Average Water Usages:



- a. 450,000 gpd, 7-1-16
 - b. 550,000 gpd, 8-8-16
 - c. 375,000 gpd, 8-28-16
 - d. 260,000 gpd, 9-12-16
 - e. 300,000 gpd, 10-3-16
 - f. 250,000 gpd, 10-17-16
 - g. 220,000 gpd, 11-2-16
 - h. 160,000 gpd, 11-12-16
 - i. 147,000 gpd, 11-27-16
 - j. 149,000 gpd, 12-12-16
4. No permits issued.

Questions/Comments