

Oberlin City Council meeting
5:00 pm
June 18, 2020



**AGENDA
CITY COUNCIL MEETING
Gateway 1 & 2 - Oberlin, Kansas
June 18, 2020, 5:00 PM**

Meeting Called to Order – Mayor Garret McDougal

ROLL CALL of the Members of the City Council and determination of a quorum.
Dempewolf ____ Marchello ____ Lohoefener____ Gawith ____ McHugh ____

PLEDGE OF ALLEGIANCE to the Flag

CLOSE REGULAR MEETING, OPEN PUBLIC HEARING TO VACATE A SECTION OF MAPLE STREET

CLOSE PUBLIC HEARING, OPEN REGULAR MEETING

PUBLIC COMMENT

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

- Approval of Minutes of Special Meeting held May 26, 2020
- Approval of Minutes of the previous meeting held June 4, 2020
- Appropriation Ordinance (Payment of Bills)
Motion_____ Second_____

UPDATES

1. Next Council Meeting July 2, 2020
2. Board of ZONING Update – Steve Hirsch

NEW BUSINESS

1. CARES CDBG grant contract

Community Discussion

1. Community discussion regarding the cemetery

REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

- Mayors Report
- Public Works Department – Foreman Sporn Report
- Treasurer Report – Treasurer Zodrow Report
- EDC Minutes & Reports

ADJOURNMENT

- Action – Motion to Adjourn
Motion_____ Second_____

PETITION FOR VACATION OF ~~ALLEY~~ STREET

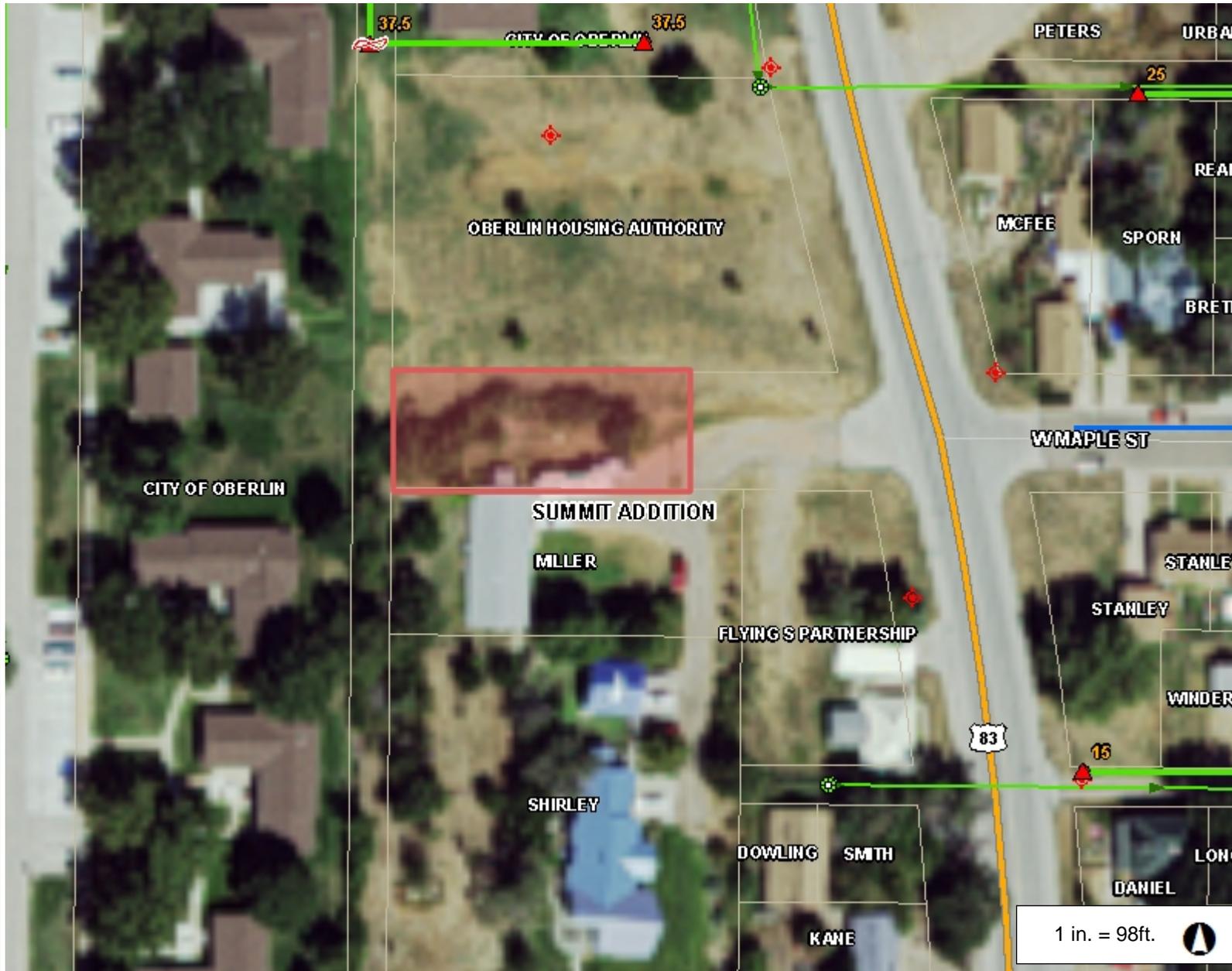
COMES NOW Dale and Francy Millere, and would petition the Governing Body of the City of Oberlin, Kansas, to vacate the west 150 feet of Maple Street between Blocks 11 and 14 of Summit Addition to the City of Oberlin

Petitioner is the owner of the property on the south side of the street, and states that no private rights would be injured or endangered by such vacation; that the public will suffer no loss or inconvenience thereby; and that in justice to the petitioner the prayer of the petition should be granted.

WHEREFORE, the petitioner would request that the above-stated street portion be vacated.

Dale A Miller,

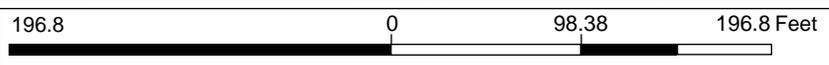
Miller, Vac. of a portion of plated Maple St.



Legend

- Pad Feature
- Capacitor Bank
- Electric Station
- <all other values>
- Substation
- Power Plant
- Switch
- Overhead Transformer
- Power Pole
- Street Light
- Primary Electric Line
- <all other values>
- Transmission Overhead
- One Phase OH
- Three Phase OH
- Three Phase UG
- Two Phase OH
- Two Phase UG
- Light Series Wire
- Manhole
- Lift Station
- Lamp Hole
- Gravity Main
- Sewer Service Line
- Lagoon
- Water Structure

1 in. = 98ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

The red box indicates the proposed portion to be vacated

SPECIAL COUNCIL MEETING – May 26, 2020 – GATEWAY, Room 3 - 5:00 pm.

CALL TO ORDER

Mayor Garret McDougal opened the meeting with the Pledge of Allegiance.

Roll Call Mayor – Garret McDougal
Councilmember – Kristin McHugh
Councilmember – Scott Gawith
Councilmember – Mike Dempewolf

Absent Councilmember – Deb Lohofener
Councilmember – Jim Marchello

Call to Order – Mayor Garret McDougal called the special meeting to order at 5:00 pm. He announced the purpose of the meeting was to discuss the city is applying for CDBG-CV funds through the Kansas Department of Commerce. The funds are CARE funds provided through the Coronavirus Aid, Relief, and Economic Security (CARES) ACT. The program opened on 5/12/2020, and funds are first come-first served bases State-Wide. \$9,092,815 is available for issues triggered by the COVID-19 virus and when no other funds are available. Only non-entitlement cities and counties can directly apply.

- The economic development side is to help local businesses retain jobs for LMI persons.
- The meal program is to supplement various programs that provide access to nutritious foods during the crisis. The community must be an LMI community.

The city can apply for up to \$400,000. \$300,000 to businesses (grants – not loans), and \$100,000 for meal programs.

- For businesses with 1-5 employees, up to \$25,000 per FTE can be awarded, with maximum funding of \$30,000 per company.
- For businesses with 6-50 employees, up to \$35,000 per FTE can be awarded, with maximum funding of \$50,000 per company.

Our community is applying for \$100,000 to be used for the business portion and \$30,000 for the meal program. Our goal is to submit the completed application today, and we will know within 15-20 days. Costs can be retroactive to March 1, 2020. If funded, the city will create their plan of how to prioritize funding. Businesses must make their applications for funding directly with the city where they are located. Businesses must have been in existence as of March 1, 2020.

Mayor McDougal opened the meeting for any citizen comments, and there were none.

Dempewolf moved, second by Gawith.
Approve signing the contract. **The motion carried 3/0.**

McHugh moved, Gawith second.
Adjourn the meeting at 5:10 pm. **The motion carried 3/0.**

Sandy Rush, City Clerk

Mayor Garret McDougal

REGULAR COUNCIL MEETING – June 4, 2020 – GATEWAY, Room 1 & 2 - 5:00 pm

CALL TO ORDER

Mayor Garret McDougal opened the meeting with the Pledge of Allegiance.

Roll Call Mayor – Garret McDougal
Councilmember – Deb Lohofener
Councilmember – Kristin McHugh
Councilmember – Mike Dempewolf

Absent Councilmember – Scott Gawith
Councilmember – Jim Marchello

Others Present - City Administrator Halley Roberson, City Attorney Steve Hirsch, and his Intern Dan Hagedorn, City Foreman David Sporn, City Treasurer Steve Zodrow, Gateway Marketer Susan Unger, Police Officers Troy Haas and Damon Andrews, Heather McDougal, Ruth Miesner, Francy and Dale Miller, Susan Nelson, Penny Fringer, and City Clerk Sandy Rush. Via Zoom: Cynthia Haynes with the Oberlin Herald, Chris Miller with Miller & Associates,

PUBLIC COMMENT – None

CONSENT AGENDA

Approval of minutes of May 21, 2020, regular Council meeting.
Appropriation Ordinance – Payment of Bills.

McHugh moved, second by Lohofener,
Accept the consent agenda, as presented. **The motion carried. 3/0**

ADMINISTRATORS REPORT

Next Council Meeting – Will be June 18, 2020, at the regular meeting place of the Gateway.

CARES Act – Administrator Roberson updated the Council; Oberlin was awarded the CARES Grant for \$80,600 for economic recovery and meal programs. The Kansas Department of Commerce and Northwest Kansas Planning and Development Commission will be assisting when the funding guidelines are available.

CDBG Water Main Phase 1 Improvements Update – Administrator Roberson told the council the water-main project is making good progress, and notifications are made to the public when disruptions will happen. She encouraged all to respond to the Low-Moderate Income (LMI) surveys to be coming out soon, as the old survey has expired, and this is the mechanism to qualify for CDBG grant funding for city improvements.

Airport Update – Smoky Hill, from Salina, KS, has finalized the airport apron and taxiway. Final payments for the project will be made once the engineers and the FAA have approved the project completion.

Pool Update – Administrator Roberson presented the council with a COVID-19 Ad Astra framework pool guideline just in case it was needed. The framework is for the Gateway as well. She thanked all the crew for the hard work to get the pool opened on June 3 with three part-time managers, eleven certified lifeguards, and seven waiting to get certified. The city is still accepting applications for a full-time manager.

IES Update – Administrator Roberson informed the council IES Commercial from Holdrege NE is here and working on the 2019 electric infrastructure repairs. The city crew has already completed most of the 2020 project except one pole located at the hospital.

NEW BUSINESS

Street Vacate Request – Francy and Dale Miller requested the city consider vacating the west 150 feet of Maple Street between Blocks 11 and 14 of Summit Addition to put up an 8-foot by 10-foot storage shed for their gardening equipment and lawnmower. City Attorney Hirsch said it would require a public hearing, which is for the next council meeting on June 18.

Dog Park – Susan Nelson and Penny Fringer with the Dog Park committee presented rules for the park they would like posted. They have planted trees at the dog park and would like to preserve them as much as possible with rocks or concrete to protect them. Administrator Roberson will look into what is needed.

Lohoefener moved, second by McHugh,
Accept the rules as presented. **The motion carried 3/0.**

Mrs. Nelson also told the council more funds would be needed, and they would like approval to do fundraising events such as a July 4th Dog Walk and end of the pool year Doggy Dunk.

McHugh moved, second by Lohoefener,
Approve both fundraisers. **The motion carried 3/0.**

Pay Request for Phase 1 CDBG – Administrator Roberson presented two payment requests for the Water Main Improvement Project and a request for a drawdown of CDBG funds for the grant share of the expenses.

- #1 McHugh moved, second by Lohoefener.
Approve payment of \$298,800.25 to BSB Construction. **The motion carried 3/0.**
- #2 Dempewolf moved, second by McHugh.
Approve payment of \$5,000 for work done on the CDBG application for the 2nd installment of the administrative contract. **The motion carried 3/0.**
- #3 McHugh moved, second by Lohoefener.
Approve pay request from the state Department of Commerce for \$197,048.96 from the block grant to cover the state's share of the payment to BSB and NWKPDC. **The motion carried 3/0.**

Pick Up Bids – David Sporn told the council he had received three bids for a new pickup. With the government discount, the bids came in at \$6,000 below budget, and he would like approval to purchase the low bid of \$24,671 from Tubbs and Sons of Colby.

Lohoefener moved, second by McHugh,
Approve purchasing pickup. **The motion carried 3/0.**

OLD BUSINESS - None.

EXECUTIVE SESSION – Mayor McDougal called for a 10-minute Executive Session under the attorney-client relationship exception. KSA 75-4319(b) (2). To include the mayor, administrator, city attorney, and council starting at 5:40 pm.

Dempewolf moved, second by Lohoefener.
Approve going into executive session for 10-minutes. **The motion carried 3/0.**

The meeting resumed at 5:50 pm.

Lohoefener moved, second by McHugh.
Approve city staff to negotiate a trade of city-owned land at the golf course for property currently in private ownership. **The motion carried 3/0.**

REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

Mayors Report – none

Public Works Department Report - Presentation of 5-28-20 report by Foreman Sporn.

Treasurer report – Presentation of Sales and Use Tax Report by Treasurer Steve Zodrow.

ADJOURNMENT

At 5:55 pm, Dempewolf moved, second by Lohoefener.

Adjourn meeting. **The motion carried 3/0.**

Sandy Rush, City Clerk

Garret McDougal, Mayor

CARES – CDBG \$80,600

Award breakdown

Business recovery	\$44,100
Food	\$30,000

When the contracts are completed there will a maximum of 1 year to complete the relief program(s).

STATE OF KANSAS
GRANT AGREEMENT NO. **20-CV-049**
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Oberlin

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Oberlin**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION (incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. Funding for this Agreement was made available through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)(Public Law 116-136) for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants).
- C. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Coronavirus Response Program.
- D. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- E. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **JUNE 15, 2020**, hereinafter called the "Commencement Date," and shall be complete on **JUNE 15, 2021**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$80,600** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$0** in other sources of funds to this Community Development Coronavirus Response Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$80,600**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. In the event any portion of any funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total “Small Cities CDBG-CV Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to ensure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Coronavirus Response Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Coronavirus Response Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Coronavirus Response Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Coronavirus Response Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
- A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of this Agreement and the receipt of assistance under the Community Development Coronavirus Response Program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year Grantee was awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this _____ day of _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Oberlin Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JUNE 2, 2020**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **JUNE 15, 2021** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **SEPTEMBER 14, 2021**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

ORDINANCE NO.843

An Ordinance Regarding the Oberlin Cemetery

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

Section 1. NAME. The cemetery grounds shall hereafter be known as the Oberlin Cemetery, and when the word "cemetery" is hereafter used in this article, it shall mean the Oberlin Cemetery.

Section 2. SEXTON. The City Administrator shall hire a sexton for the cemetery. The sexton, under the supervision and direction of the mayor and city council, shall have charge of the care, upkeep and maintenance of the cemetery and all work in connection therewith. The cemetery sexton shall have general and immediate control and supervision of all digging and excavating for graves or removal of bodies made in the cemetery, shall locate all lots and graves when requested by any person.

Section 3. CEMETERY SECRETARY. The City Clerk shall, by virtue of the office, be the custodian of the cemetery records and transactions respecting the sale of any lots. All money received from the sale of cemetery lots and burials permits shall be paid into the City treasury and deposited in the Cemetery Fund.

Section 4. GRAVES; DIGGING, EXCAVATING (a) No person shall do any digging or excavating for graves unless the same shall be with knowledge and consent and under the supervision of the Sexton.

(b) Any burials which shall occur in the Oberlin City Cemetery from January 10, 1996, shall be interred in at minimum a two-piece concrete box or steel grave container. The only exceptions to this article shall be (i) funeral which have been prepaid prior to passage of Ordinance No. 703, (ii) burials of indigent persons, or (iii) burials of cremains.

(c) Only human bodies shall be interred in said cemetery. All burial vaults must be at least three feet (3') below the surface of the ground, except in the use of an individual surface mausoleum which shall be so constructed as to have a sealed joint which is no less than six inches (6") below the natural surface of the ground and shall be covered with a four inch (4") thick single piece of stone which shall be flush with the natural level of the ground. No grave shall hereafter be covered with anything except marble or granite or soil and sod.

Section 5 PURCHASE OF LOTS. The purchase price of lots for residents and nonresidents of the City of Oberlin shall be determined and properly set by policy of the City Council. Payment shall be settled or made at time of purchase. The City Clerk shall issue a certificate of purchase to the purchaser. If in the event a burial space or spaces is purchased by a resident and thereafter a nonresident other than the original purchaser is in fact buried in said space then in that event an additional \$50.00 cost will be charged to the estate of the nonresident and/or his proper legal representative.

Section 6. GRAVE OPENING AND CLOSING CHARGE. Fees for the opening and closing of any grave shall be set by policy of the City Council and shall be paid in the office of the city clerk.

(a) If the service is held on Saturday, Sunday or a holiday an additional fee may be charged.

(b) If the City Clerk's office does not receive notice of a Monday morning funeral by 10:00 a.m. of the previous Friday, an additional fee may be charged.

Section 7. LOT REGULATIONS. Each lot shall contain two (2) full burial spaces. There shall not be more than two (2) full burials per lot. Each lot shall also be used for cremation burials. Up to four (4) cremations can be placed on one half (1/2) of a lot, if there is no headstone and footstone present. If a headstone or footstone are present, only three (3) cremations are allowed per one half (1/2) of a lot. A cremation may also be placed at the foot of any one (1) full burial, if no footstone is present. Cremations shall not be placed on top of a full burial. Lots will not be broken into two (2) burial spaces.

Section 8. PLANTING AND ADORNMENT. It shall be unlawful to erect or construct any fences, coping or curbing of wood, stone, brick, cement or other material on or around any lot or part of lot or any grave. Flowers and shrubs shall only be permitted when planted on the north and south sides of the headstone only. The sexton of the cemetery shall at all times have the right to remove all natural or artificial flowers, plants, wreaths, baskets, receptacles, decoration, trees, shrubs and plantings whenever in his/her judgment shall become wilted, dead or unsightly or are of such type, kind or nature as to obstruct or hinder the proper maintenance of the cemetery or are not approved by the City Council. Any glass objects are not permitted for decoration. The cemetery will not be held responsible for any article left on cemetery property or for any stones or anything on any lot damaged or destroyed by fires, vandalism, acts of God, or other damages accruing to private property.

Section 9. TREES. All trees must have the approval of the sexton before any planting may occur. Trees may be planted on individual lots if the following criterions are met:

- (a) Owner shall receive written permission from all lot owners within a 20 foot radius of proposed tree location. If said lot owners are deceased, permission must be received from all family members within two degrees of consanguinity.
- (b) All lots within said 20 foot radius must either have all burials completed and/or have no intention of any burials.
- (c) City owned trees are exempt from aforementioned rule.

Section 10. MONUMENT PERMITS, CONSTRUCTION AND REGULATIONS. It shall be unlawful for any person, firm or corporation to place, construct or set any grave marker or monument, or the foundation therefore, in said cemetery without first having obtained a foundation permit from the City Clerk and having such foundation approved by the caretaker before any monument or marker or other structure is placed thereon. All materials and monuments must be unloaded from the nearest street and the lots properly planked and protected from injury. All dirt and refuse of the job shall be immediately removed from the lot and the cemetery by the parties erecting any structure or memorial. All monuments and markers must be set inside the lot line and true to the line, also level and plumb, and if not so placed,

the governing body shall have the power to have such stones and work changed so as to conform to this regulation, and the costs and expense thereof shall be charged to and collected from the dealer erecting the work; and any person, firm or corporation who fails, neglects or refuses to comply with this or any other provision of this article may be refused permission by the City Council to place any more work in said cemetery. Any person, firm or corporation failing or refusing to correct any defective work done by any such person, firm or corporation in said cemetery, or who shall refuse to pay the expense incurred by the City of Oberlin in correcting defective work, shall be debarred from doing any work or placing any stones in said cemetery until all of the regulations of this article shall have been complied with and all expenses paid.

Specifications for monument construction and installation of same shall be as follows:

- A. All foundations for monuments and markers must be a minimum of five inches (5") longer and five inches (5") wider than the base of the monument or marker and shall be constructed of concrete.
- B. All foundations shall be built no higher than the level of ground on the high side. All memorials shall be set in the center of such foundations.
- C. All foundation work shall be done when the ground is free from frost and not during freezing weather.
- D. Temporary markers placed on graves shall not be the responsibility of the cemetery to maintain.
- E. All monument locations will be staked by the cemetery caretaker. A fee of \$15.00 per monument location will be paid to the City of Oberlin before a permit to set a stone or monument shall be issued.

Section 11. PUBLIC OFFENSES. It shall be unlawful for any person willfully to make any unnecessary noise or disturbance, or to cut down, deface, mutilate or injure any lot, tomb, monument, marker, railing, tree, shrub, flower, decoration or grave in said cemetery, No person shall drive any vehicle faster than 10 miles per hour or obstruct any drive or path therein. No person shall enter or leave the cemetery except at the gates thereof. The police power of the City is hereby extended to, and over, said cemetery.

Section 12. SEXTON; POWERS. The sexton shall have police power to enforce the provisions of this article.

Section 13. PENALTY. Any person violating any of the provisions of this article shall, upon conviction thereof, be fined no less than \$100 nor more than \$500, and may be confined and imprisoned for up to 1 year.

Section 14. RULES, REGULATIONS. The city council shall have power to prescribe suitable and necessary rules and regulations for the sexton and cemetery in accordance with the terms of this article.

Section 15. REPEAL. All ordinances or city code sections in conflict herewith are hereby repealed.

Section 16. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Passed by the City Council this 6th day of October 2011.

Approved by the Mayor this 6th day of October 2011.

William Reidel, Mayor

ATTEST:

Karen Larson, City Administrator

No. _____ \$ _____

_____, 20 _____

To _____

Lots _____ Block _____

Received this certificate _____, 20 _____

No. _____

\$ _____

Certificate of Purchase

Permit Required For Tree or Shrub Planting.

Oberlin, Decatur County, Kansas, _____ 20 _____

This certifies that _____ has

Purchase, and _____ is the owner of Lots _____ Block _____, in the Oberlin Cemetery, for the

purpose of Interment, for which he has this day paid _____ Dollars,

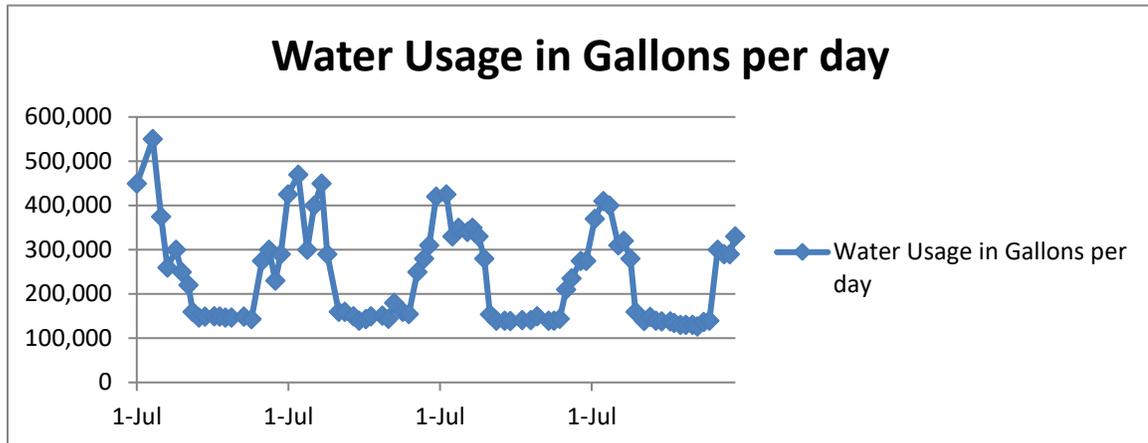
the receipt whereof is hereby acknowledged.

_____ City Clerk. _____ Mayor.

To: Mayor and Oberlin City Council

From: City Foreman David Sporn

1. The most recent lightning storm had caused a few issues with utilities in town. There was one house fire which we disconnected power for, several fuse cut-outs were blown in town, and there was one residence where the secondary power line was hanging low due to an anchor point being pulled from the house. The cause of all of this damage is due to the heavy winds and the lightning.
2. The "help wanted" add has been posted in several areas to recruit street project specific employees. I hope to have 3 to 4 employees hired by June 19th.
3. Short current dept duties;
 - a. Line- rebuilding line, prep for the IES project
 - b. Street- curb painting, equipment maintenance, mowing
 - c. Water- CDGB project assist, water service install, locates
 - d. C/P- mowing, weed eating, spraying
 - e. Foreman- CDGB project supervision, chip seal project planning, assist water dept
4. Water Usage;



**Oberlin-Decatur County Economic Development
Meeting Minutes
January 14, 2020**

Members Present	Mark Starr, Chairman; Matt Ostmeyer, Vice-Chairman; Danielle Wasson, Secretary; John Sater, Treasurer; Ken Badsky; Lisa Votapka
Guests Present	Shayla Williby, EDC Marketing Director; Halley Roberson, Oberlin City Administrator; Wayne Hackney; Jacob Fortin
Call to Order	Meeting called to order at 5:30 pm.
Consent Agenda	Ken moved to approve the minutes as presented; Lisa seconded the motion. Motion carried by unanimous board approval.
Hackney/Fortin Presentation	<p>Wayne and Jacob presented a business plan for ProForm Precast, LLC. The business would utilize the leftover concrete from Oberlin Concrete jobs to cast such items as cattle feed bunks, concrete block forms, and eventually spread into such items as burial vaults and others. They would like the lot north of town to build their business, as they could create, store, and sell the products from a site with highway frontage. They would like to build a 50' X 60' building within a couple of years so that the pouring could be continued through winter months and the concrete would be able to cure faster. The closest competition for their business would be Finley's in Atwood, but the current owners are about to retire, opening the market. There is already electric and water services on site, a septic system would need to be installed but that isn't necessarily immediately. If the land is acquired, Wayne and Jacob intend to have the approach and a concrete slab to work on poured within a few weeks.</p> <p>Ken moved to offer the following options to Wayne and Jacob: 1.) sign a seven-year contract with prorated repayment if the business closes or moves prior to the seven years; or 2.) offer the ground with an asking price of \$21,000 for an immediate sale. Danielle seconded the motion. Motion carried by unanimous board approval.</p>
General Business Update	Rick Feltenburger is working on a large purchase. Shayla is dealing with another transaction which she may have a conflict of interest; she would like the assistance of a couple of board members to remove herself from the situation. She is still working on the corner lot business prospect.
BEE Building	Kerry Dunker has moved into the former barn art office area. The prospective interior designer is interested in the basement but would like to have a wall built for a separate lockable office area. Shayla will get some bids for this project. She has also had requests from businesses for use of the back door. At this point the door should be replaced. Shayla will get a bid on that as well. Matt will call Jeff Davis at Davis Floor Covering to measure Jill's office, as there are holes in the carpet and the flooring should be replaced.
USDA Grant Update	The USDA grant is due February 28 th for office incubators, Shayla will apply. She has also found a grant that could provide renovations and add \$20,000 to the operating budget for three years. That application is open ended and has no specific deadline.
Election of Officers	<p>Chairman: Lisa nominated Matt Ostmeyer for the position of chairman; Ken moved that nominations cease and Matt be appointed as board chairman. Motion carried by unanimous approval.</p> <p>Vice Chairman: Danielle nominated Ken Badsky for the position of vice chairman; John moved that nominations cease and Ken be appointed as board vice chairman. Motion carried by unanimous approval.</p> <p>Secretary: Mark nominated Danielle Wasson for the position of secretary; Lisa moved that nominations cease and Danielle be appointed as board secretary. Motion carried by unanimous approval.</p>

**Oberlin-Decatur County Economic Development
Meeting Minutes
January 14, 2020**

	Treasurer: Matt nominated Mark Starr for the position of treasurer; Danielle moved that nominations cease and Mark be appointed as board treasurer. Motion carried by unanimous approval.
Insurance for Rec Center	The board agreed to not ask for repayment on the rec center's insurance from the bowling alley and movie theater for any months in 2019. Tasha will begin to pay the monthly insurance premium on those properties beginning this month. Mark will speak with Karen Larson regarding the insurance payments for the Golden Age Center.
Rental Agreements	Shayla has collected all but three of the updated rental agreements.
Prairie Sky Day Spa Rent Increase	With the rent increase that was agreed upon beginning in January 2020, the rent for Prairie Sky Day Spa is now \$350 and that may be difficult for Cindy. Danielle suggested following the proposed rent assistance proposal and rebating \$50 in rent monthly if Cindy agrees to assistance with her business plan and marketing and quarterly review of profit and loss statements. Shayla will approach Cindy with the suggestion.
Other Business	None.
Adjournment	Meeting adjourned at 7:12 pm. The next meeting is scheduled for Monday, February 10, 2020 at 5:30 pm at the BEE Building.

Respectfully Submitted,

Danielle Wasson
Secretary

**Oberlin-Decatur County Economic Development
Meeting Minutes
February 10, 2020**

Members Present	Mark Starr, Chairman; Matt Ostmeyer, Vice-Chairman; Danielle Wasson, Secretary; John Sater, Treasurer; Ken Badsky; Lisa Votapka
Guests Present	Shayla Williby, EDC Marketing Director; Mike Dempewolf, Oberlin City Council; Tim Gish; Andrew Wade
Call to Order	Meeting called to order at 5:29 pm.
Consent Agenda	Ken moved to approve the minutes as presented; Lisa seconded the motion. Motion carried by unanimous board approval.
General Business Update	<p>Ron Mockelman, who wants to place a refrigerated truck business on the eastern-most lot on Highway 36, may want to purchase the property outright. Ken moved to offer the property to Mr. Mockelman for \$10,000 with a request that business be established in one year and EDC be listed as the first right of refusal should he wish to sell the property for any reason; Mark seconded the motion. Motion passed with unanimous board approval.</p> <p>Kevin Brown had previously inquired about purchasing the small lot directly east of his business. Ken moved to offer this property for sale to Kevin for a price of \$5,000; Danielle seconded the motion. Motion carried by unanimous board approval.</p> <p>The contract with Wayne Hackney for transfer of the highway frontage lot on Highway 36 has been signed. Wayne will take possession of the storage container currently on the property as well. The contract will be filed with the Register of Deeds until the seven years is complete, then the deed will be filed. Shayla will call to order the title insurance.</p> <p>Maury Zodrow has not completed the financing application yet; Shayla informed him that a special meeting could be called to discuss his application, once submitted, if necessary.</p> <p>The Coffee, Tea & Me store downtown is listed for sale at \$32,000. A couple is currently looking at purchasing the business.</p>
Floor in Jill's Office	Item tabled until after tax season.
BEE Building Back Door	Chris Wilson submitted a bid for \$1,600 for a door with a window, including the frame and installation of lighting for the exterior around the door. The board requested Shayla seek additional bids for the project.
Wall in Mike's Former Office	The board toured the office and reviewed Chris Wilson's plans for installing a wall in that office to create a hallway between the lobby and back offices. The creation of the wall would eliminate previous issues with the current doorway being uncompliant with ADA guidelines. Also discussed with the rent amount to request of that location. Considering the size and additional work to be completed, a monthly rent of \$350 was discussed. Mark moved to accept Chris Wilson's bid of \$3,600 and offer monthly rent to Susan Plunk at \$350/month with a minimum one-year contract; Ken seconded the motion. Motion carried by unanimous board approval.
Hallway Safe/Room	Shayla would like to offer the current safe/room in the south hallway for rent to Leta Meitl for a tanning room. The door would need to be removed and the board thought the idea of trying to sell all of the vault doors upstairs would be a good idea. Shayla will list the vault doors for sale on Nex-Tech. Decision on renting the space was tabled until the March meeting.
Back Counter Ideas	Should the rental contract be signed by Susan Plunk for the office, she does not want to keep the counter that is currently located in that space. It is large and cannot be moved until after the demolition of the current wall begins. Should Susan sign the rental contract, the back counter could be listed for sale. The board thought \$1,000 would be appropriate, considering its size.
Downtown Sound System Project	Shayla reported that the cost of the downtown sound system came in lower than initially thought, at \$9,500 instead of \$28,000. The Chamber of Commerce has offered to put in \$500 for the sound

**Oberlin-Decatur County Economic Development
Meeting Minutes
February 10, 2020**

	<p>system, Shayla asked the board if the EDC would be able to also contribute \$500. Danielle moved to contribute \$500 toward the downtown sound system; Ken seconded the motion. Motion carried by unanimous board approval.</p>
Other Business	<p>Ken serves on the CASA board and they are holding their annual fundraiser. Last year the EDC donated a \$40 gift certificate to Sunflower Recreation as a prize, Ken asked if EDC would be willing to donate 2-\$20 gift certificates to Sunflower Recreation this year. Danielle moved to donate two \$20 gift certificates to Sunflower Recreation toward the CASA fundraiser; Mark seconded the motion. Motion carried by unanimous board approval with Ken abstaining.</p> <p>Andrew Wade would like to join the board in the currently vacant at-large position previously held by Jack Kanak, and Jackie Neff before that. Mark moved to approve Andrew Wade as the new at-large board member; Ken seconded the motion. Motion carried by unanimous board approval.</p>
Adjournment	<p>Meeting adjourned at 6:37 pm. The next meeting is scheduled for Monday, March 9, 2020 at 5:30 pm at the BEE Building.</p>

Respectfully Submitted,

Danielle Wasson
Secretary

**Oberlin-Decatur County Economic Development
Meeting Minutes
March 9, 2020**

Members Present	Matt Ostmeyer, Chairman; Ken Badsky, Vice-Chairman; Mark Starr, Treasurer; John Sater; Lisa Votapka; Andrew Wade
Guests Present	Shayla Williby, EDC Marketing Director; Mike Dempewolf, Oberlin City Council; Tim Gish.
Call to Order	Meeting called to order at 5:30 pm.
Consent Agenda	Ken moved to approve the minutes as presented; Andrew seconded the motion. Motion carried by unanimous board approval.
General Business Update	<p>Kevin Brown had previously inquired about purchasing the small lot directly east of his business. Ken moved to offer this property for sale to Kevin for a price of \$5,000; Danielle seconded the motion. Motion carried by unanimous board approval. ***The land was sold for \$3,500. Contract is signed and paperwork filed by Mark Starr.</p> <p>Susan Plunk office rental space. She plans to be here toward the end of March. Chris Wilson is to start renovations soon.</p> <p>BEE carpeting in the common area. Mark will pursue a local grant.</p> <p>Mark gave a brief update on the hospital community meeting.</p> <p>Planter in front of BEE was hit. Wayne Hackney has been contacted to see if he can pour a new one, repair this one or haul it off.</p> <p>Multiple businesses consulting</p>
Rutilio Martinez-- Website	Rutilio presented the need for a website that is business centric, specifically Chamber that would work with Google for all county businesses. He recommends Blue Host for the email and server. The costs would be \$1,100 for design, \$500 for a Google account and \$150/month maintenance. The EDC could also purchase a domain spot when the Chamber did, to lessen costs in the future. The board was encouraged to look at several businesses in McCook and Kearney that Rutilio has done. This will be discussed more after the Chamber has decided what they want to do.
BEE Building Back Door	Shayla has asked Randy Davis for an estimate.
NWKPD—Hill City	Northwest Kansas Planning and Development sent a letter requesting the EDC continue membership for a \$250 annual fee. The board felt they have asked repeatedly for housing assistance that was not forthcoming. Also, that NWKPD already receives county economic development mill levy funds, the board feels could be better spent locally. The board is not interested in a membership at this time.
Cynthia Haynes— Oberlin Herald/Magazine Ad	Instead of doing a Highway 36 newspaper insert as in the past, this year the Oberlin herald will be doing a glossy magazine with the information. The counties covered will be from Cheyenne to Smith. They plan to print 8,000 copies that will be placed in travel centers and Chambers of Commerce's. Cynthia asked if the EDC, Chamber, CVB and Museum would purchase a page together as they had in the past. The cost will be \$300 for each entity. Ken moved to approve John second. Motion passed unanimously.
Executive Session	Board members and Cynthia Haynes. No action was taken
Adjournment	Meeting adjourned at 6:35 pm. The next meeting is scheduled for Monday, March 9, 2020 at 5:30 pm at the BEE Building.

Respectfully Submitted by, Shayla Williby in Danielle Wasson's absence.

OBERLIN DECATUR AREA ECONOMIC
104 S PENN AVE
OBERLIN, KS 67749
Date Range Balance Sheet
For the period ending 01/01/2020 - 01/31/2020

01/01/2020 - 01/31/2020

ASSETS	
Current Asset	
CKG - THE BANK - 110100811 - EDC	24,918.03
SVGS - THE BANK - EDC	42,780.57
CKG - FB&T - 2102007 - REV LOAN	100,905.26
CKG - FNB - 700018779 - SUNFLOWER	31,372.55
SVGS - FNB - SUNFLOWER	6,859.06
Total Current Asset	206,835.47
Fixed Asset	
LAND & BLDGS	50,437.75
BLDG - 104 S PENN	50,000.00
HWY 36 PROPERTY	19,888.07
BLDG - SENIOR CTR/CINEMA/BOWLING	544,242.49
EQUIPMENT	209,690.79
Total Fixed Asset	874,259.10
Other Asset	
N/R REVOLVING LOAN #5	6,050.42
N/R REVOLVING LOAN #7	7,686.07
INSURANCE ON R/E	(6,771.83)
Total Other Asset	6,964.66
Total ASSETS	1,088,059.23
LIABILITIES	
Current Liability	
N/P FB&T - SUNFLOWER REC	(16,346.44)
N/P - THE BANK - SUNFLOWER REC	(93,400.14)
Total Current Liability	(109,746.58)
Long Term Liability	
SUSPENSE	65.98
GIFT CARD BALANCE	(2,707.91)
Total Long Term Liability	(2,641.93)
Total LIABILITIES	(112,388.51)
CAPITAL	
Capital	
NET WORTH	(975,670.72)
Total CAPITAL	(975,670.72)
Total Liabilities and Capital	(1,088,059.23)

OBERLIN DECATUR AREA ECONOMIC
104 S PENN AVE
OBERLIN, KS 67749
Year to Date Balance Sheet
For the period ending 04/30/2020

04/30/2020

ASSETS	
Current Asset	
CKG - THE BANK - 110100811 - EDC	11,833.55
SVGS - THE BANK - EDC	42,780.57
CKG - FB&T - 2102007 - REV LOAN	101,757.38
CKG - FNB - 700018779 - SUNFLOWER	27,121.67
SVGS - FNB - SUNFLOWER	6,859.06
Total Current Asset	190,352.23
Fixed Asset	
LAND & BLDGS	50,437.75
BLDG - 104 S PENN	50,000.00
HWY 36 PROPERTY	19,888.07
BLDG - SENIOR CTR/CINEMA/BOWLING	544,242.49
EQUIPMENT	209,690.79
Total Fixed Asset	874,259.10
Other Asset	
N/R REVOLVING LOAN #5	5,596.52
N/R REVOLVING LOAN #7	7,424.92
Total Other Asset	13,021.44
Total ASSETS	1,077,632.77
LIABILITIES	
Current Liability	
N/P FB&T - SUNFLOWER REC	(16,101.79)
N/P - THE BANK - SUNFLOWER REC	(91,457.13)
Total Current Liability	(107,558.92)
Long Term Liability	
SUSPENSE	65.98
GIFT CARD BALANCE	(2,810.75)
Total Long Term Liability	(2,744.77)
Total LIABILITIES	(110,303.69)
CAPITAL	
Capital	
NET WORTH	(967,329.08)
Total CAPITAL	(967,329.08)
Total Liabilities and Capital	(1,077,632.77)

OBERLIN DECATUR AREA ECONOMIC

104 S PENN AVE

OBERLIN, KS 67749

Year to Date Balance Sheet

For the period ending 03/06/2020

03/06/2020

ASSETS	
Current Asset	
CKG - THE BANK - 110100811 - EDC	25,299.07
SVGS - THE BANK - EDC	42,780.57
CKG - FB&T - 2102007 - REV LOAN	101,473.12
CKG - FNB - 700018779 - SUNFLOWER	31,540.30
SVGS - FNB - SUNFLOWER	6,859.06
Total Current Asset	207,952.12
Fixed Asset	
LAND & BLDGS	50,437.75
BLDG - 104 S PENN	50,000.00
HWY 36 PROPERTY	19,888.07
BLDG - SENIOR CTR/CINEMA/BOWLING	544,242.49
EQUIPMENT	209,690.79
Total Fixed Asset	874,259.10
Other Asset	
N/R REVOLVING LOAN #5	5,823.54
N/R REVOLVING LOAN #7	7,424.92
Total Other Asset	13,248.46
Total ASSETS	1,095,459.68
LIABILITIES	
Current Liability	
N/P FB&T - SUNFLOWER REC	(16,184.23)
N/P - THE BANK - SUNFLOWER REC	(92,866.70)
Total Current Liability	(109,050.93)
Long Term Liability	
SUSPENSE	65.98
GIFT CARD BALANCE	(2,753.65)
Total Long Term Liability	(2,687.67)
Total LIABILITIES	(111,738.60)
CAPITAL	
Capital	
NET WORTH	(983,721.08)
Total CAPITAL	(983,721.08)
Total Liabilities and Capital	(1,095,459.68)