

Oberlin City Council meeting
5:00 pm
August 6, 2020



AGENDA
CITY COUNCIL MEETING
Gateway 1 & 2 - Oberlin, Kansas
August 6, 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 BUDGET HEARING

CLOSE BUDGET HEARING, OPEN REGULAR MEETING

- Approval of the 2021 Proposed Budget

PUBLIC COMMENT

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

- Approval of Minutes of the previous meeting held July 16, 2020
- Appropriation Ordinance (Payment of Bills)
Motion_____ Second_____

Pool Team Lead REPORT – Cindy Sheaffer

SAPPA & FARMERS MARKET INTERN REPORT – Matt Barnes & Garrett Craig

ADMINISTRATORS REPORT

1. Next Council Meeting August 20, 2020
2. Spark update
3. Burn Pile
4. Ricochet Event
5. IES 2020 Update

NEW BUSINESS

1. Approve Drawdown #3 in the amount of \$47,136.76. This draw includes the pay application from BSB and an invoice from NWKP&DC

OLD BUSINESS

1. Approve Energy Performance Contract with Energy Solutions Professionals (ESP) for the purpose of providing comprehensive energy services designed to save energy, water and other operating costs.
2. ESP financing project approval of The Bank

REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

- Mayors Report – Mayor McDougal
- Public Works Department – Foreman Sporn 7-29-20 Report
- Treasurer Report – Treasurer Zodrow Sales and Use Tax History Report
- Library Minutes from July 2020

ADJOURNMENT

REGULAR COUNCIL MEETING – July 16, 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
Councilmember – Jim Marchello by Zoom at 5:05 pm

Others Present - City Administrator Halley Roberson, City Attorney Steve Hirsch, Treasurer Steve Zodrow, Police Chief Brad Burmaster, Police Officer Troy Haas, GROW Intern Raenee Patterson, Gateway Manager Chris Ward, Gateway Marketer Susan Unger, Heather McDougal, Dan Hagedorn, Ruth Miesner, Francy Miller, Cynthia Haynes with the Oberlin Herald, and City Clerk Sandy Rush.

PUBLIC COMMENT – None

CONSENT AGENDA

Approve the minutes of July 2, 2020, regular Council meeting.
Appropriation Ordinance – Payment of Bills.

Gawith moved, second by Lohofener,
Accept the consent agenda, as presented. **The motion carried. 4/0**

ADMINISTRATORS REPORT

The next council meeting will be August 6, 2020, at the Gateway. Administrator Roberson reported the progress made with the CARES grant. A meeting is scheduled for Tuesday, July 21, in the Gateway auditorium for the Strengthening People and Revitalizing Kansas (SPARK) funds. Representatives from Area county towns will attend, and it will be Facebook live. Roberson updated the council on the CDBG water main project, informing them 3,335 feet of water main has been replaced, along with 36 meters changed out.

Sappa Park CMB License – Administrator Roberson told the council organizers from the Corn Hole Tournament to be held at the Sappa on July 31 had come to her and inquired about the Gateway selling beer at it for them. She is working with the county to obtain a permit for the Sappa Park. Mayor McDougal asked if any of the council was against it, and all said no.

Burn Pile – County Commissioners are uncomfortable with the burn pile at the current location and asked Administrator Roberson for the City to consider an alternative location. Roberson and Foreman Sporn presented a map of proposed locations. Of the areas, Roberson said the best possible site was at the old laboratory, south of the Coop. Other options were for the City to haul to the Landfill and pay \$30 per load or individuals to haul their own. Either way, the county would need to prepare at the Landfill beforehand. The City has stopped burning at the burn pile for now, until a solution is found, according to Roberson. Posted signs state not to dump as the site is currently closed. Foreman Sporn said the City would like to continue providing the service. Roberson will be meeting with the County Commissioners and will report back at the next meeting.

Ricochet Event – Roberson reported an opportunity opened up when the Ricochet Band called inquiring about holding a concert at the Gateway. The Gateway booked them for July 24. Roberson told the council she had received a few phone calls from citizens regarding COVID concerns. The Gateway will be providing masks, gloves, and hand sanitizer for all. Also, Roberson is considering making it mandatory for masks in the upper-level. Gawith commented not to worry about it. She asked the council for thoughts on moving forward, and there were no concerns voiced.

GROW INTERN REPORT - Raenee Patterson, the Grow Intern, working with Grow Decatur County from Norton, presented her report for the summer. She said she has set up a database and updated the logo for GROW. Besides attending meetings and working on legacy society planning, she hopes to get a website in place. Raenee thanked the council for the office space at the city offices, the community for welcoming her, and the support from the GROW board.

NEW BUSINESS

CDBG Drawdown #2

Gawith moved, seconded by Lohoefer.

Approve the CDBG Drawdown #2 with the Kansas Department of Commerce for \$63,880.16. **The motion carried. 5/0**

BSB Pay Request #2

Lohoefer moved, seconded by McHugh.

Approve BSB Construction Inc. pay request #2 for \$103,032.52. **The motion carried 5/0.**

OLD BUSINESS

2020 Water Conservation Plan

Gawith moved, seconded by Lohoefer.

Approve the revised 2020 Water Conservation Plan as presented. **The motion carried 5/0.**

Cemetery Ordinance

Gawith moved, seconded by Lohoefer.

Approve Ordinance 917, regarding the cemetery, changing the Planting and Adornment section. **The motion carried. 5/0**

2021 Budget

Dempewolf moved, seconded by McHugh.

Approve the proposed budget for publication with the Budget Hearing to be held August 6, at 5:00 pm. **The motion carried. 5/0**

EXECUTIVE SESSION - Mayor called for a 3-minute Executive Session under the non-elected personnel matter exception, KSA 75-4319(b) (1), to include the mayor, administrator, city attorney, and council, starting at 5:42 pm.

Gawith moved, second by Lohoefer.

Approve entering into executive session. **The motion carried. 5/0**

Back in session at 5:45 pm with no action taken.

CORRESPONDENCE – A thank-you card from visitors from Overland Park to the community for the Swimming Pool.

REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

Mayors Report - None

Public Works Department - Foreman Sporn 7-9-2020 report attached.

Library Board - June 2020 Minutes attached.

Councilmember Gawith commented he liked all the activities going on with each of the city departments and how busy all of them have been.

ADJOURNMENT

At 5:50 pm, Dempewolf moved, seconded by McHugh.

Adjourn meeting. **The motion carried 5/0.**

Sandy Rush, City Clerk

Garret McDougal, Mayor



Date: July 22, 2020

Mr. Scott Gegg
City of Oberlin Kansas
#1 Morgan Drive
Oberlin, KS 67749

Re: Electric Utility Upgrades

IES is pleased to quote the following rates for replacing approximately 1 distribution junction pole, down guys and anchors as required, identified by Owner's personnel of not being structural sound as discussed with Mr. Gegg on May 6, 2019. These rates shall also apply to any type of construction on your system, transmission, distribution or substation. These rates will be in effect through December 31, 2020, (Not to exceed \$15,000)

A flat rate of \$120.50 per man hour will apply to all hours worked, billed semimonthly. This is an all-inclusive "blended" rate. This rate includes all equipment, tools, labor (up to a forty hour work week), and supervision to perform the work requested. New construction will be in accordance with the Owner's standard practice. The Owner will be responsible for establishing ROW, easements and staking line routes & anchors and arrange with outages. Note that 4-6 hour outages may be required in order to replace a few poles in a Safe & Timely manner which may require a Saturday or Sunday schedule in order to accommodate local businesses. Documentation of hours worked can be provided with the billings. Any applicable sales taxes will be added to the billings.

Typically, a 5 or 6 man crew will consist of the following:

- 1 – Superintendent (as needed)
- 1 – Foreman
- 3 – Linemen
- 1-2 – Groundman

Dennis Riek

Project Manager | IES Commercial, Inc.
120 South Lincoln | Holdrege, NE 68949
Phone (308) 995-4462 EXT 1133
Fax (308) 995-8771
Mobile (308) 991-5948
dennis.riek@iesci.net | www.iesci.net



IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
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F: 308 995 8771
www.ies-co.com

All necessary digger/derrick(s), aerial basket(s), wire stringing equipment, wire reels, trailers, tools, and support vehicles.
Any assistance provided by City personnel with pole hauling, retired material disposition, tree trimming, etc. will allow our crews to perform a greater amount of work and reduce the overall cost of the project. The City will provide all material and any necessary permits and utility locates needed for the project, due to the inability to accurately locate sewer lines IES will not be responsible for damage when installing poles/anchors. IES can provide assistance with the material takeoff and will provide a certificate of insurance prior to any work being performed. Work could commence this spring or mid-summer, pending on current project completions. Feel free to contact us with any questions or concerns.

Clarifications, Inclusions, and Exclusions

Clarifications

1. Pricing based on the following documents: Phone discussion with Scott Gegg
2. Work to be done during normal business hours.
3. This quote is based on owner furnished materials. Sufficient material shall be on hand prior to commencement to allow for an uninterrupted completion.
4. Contractor will supply a certificate of insurance prior to commencement.
5. Sufficient storage space will be provided at no cost to us to store material and equipment.
6. If performance and payment Bond is required add 1% to base bid.
7. Pricing firm for (30) days from date of proposal.
8. This quote is conditioned upon the use of a contract acceptable to IES.
9. IES reserves the right to modify or negotiate the final contract.
10. Short outages may be required during cutover process and will be scheduled with the Owner.

Inclusions

1. Sales tax at a rate of 9%.
2. Pole Change Out, Installing any new conductor, anchors, guys or any other associated hardware on this pole.
3. Return all salvage, and any leftover material back to owner.



IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com

Exclusions

1. Material (All required material will be owner furnished.)
2. Removal of all boulders, concrete, or any other unforeseen materials other than dirt not included.
3. Repairs of any sanitary sewer lines damaged during pole/anchor installation due to inability of utility to locate.
4. Landscaping.
5. Tree trimming or removal.
6. Cutting and Patching of concrete, asphalt, and any other roadway surfaces.
7. Applicable State and local tax will be added to the final contract amount.
8. Final cleaning for owner occupation. We will clean up our construction Materials per our normal practice and dispose waste to construction container or trash facility provided by Owner.
9. Any deletions or additions will be negotiated.
10. Handling or disposing of hazardous materials.

Terms and Conditions:

1. Our pricing reflects sufficient allotment of time for installation of electrical systems, prior to placement of but not limited to concrete slabs, wall or ceiling covering
2. All equipment furnished by owner or other contractors must be supplied with all necessary accessories (i.e.-fuses, lamps, thermal overloads, circuit breakers, etc...), supplied in a timely manner, and comply with all required codes
3. This proposal is based upon a material and workmanship warranty of one year
4. Written notification of acceptance of this proposal prior to any contractual performance by IES Commercial.
5. IES Commercial will not indemnify, defend, and hold harmless the owner, general contractor or other parties for their negligence.
6. This proposal excludes the assumption of risk of nonpayment to the general contractor.
7. Scheduled overtime due to delays in work caused by other trades
8. Under no circumstances shall Bidder be liable for consequential damages arising from this work.
9. Payments shall be made each thirty days as the work progresses. The entire amount of the contract shall be paid within thirty days after completion.
10. Service and Finance Charges are applicable on past due accounts at the rate of 1 ½ percent per month on amounts thirty (30) days past due, which is equal to an annual percentage rate of 18 percent. Such charges are shown as "service charge".
11. Any alteration or deviation from the above specifications involving extra cost of material and/or labor will only be executed upon written orders for same,



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and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

- 12. The contractual agreement from acceptance of this Proposal is to be based on the AIA Document A401-2017 Standard Form of Agreement Between Contractor and Subcontractor. All terms and conditions of this Proposal are to be incorporated by reference in such Agreement. "It is IES policy not to accept consequential damages, indirect damages, or liability for economic loss of any kind." IES reserves the right to modify or negotiate these terms from our contracts.
- 13. To the extent IES's scope of work is delayed or otherwise impacted due to events outside of IES's control, including but not limited to Acts of God, epidemics, pandemics and/or global health emergencies, illness of Contractor's workforce, restrictions on activities or travel by any local, county, state or federal governmental order and/or unavailability of labor, materials, supplies, parts or other products due to such events, IES will be entitled to an adjustment in the contract schedule and potentially contract pricing should any schedule adjustment or impact on materials and equipment availability impact IES's costs to perform its scope as originally bid
- 14. **Note: This Proposal may be withdrawn by us if not accepted within 30 days of proposal date.**

Dennis Riek
Project Manager | IES Commercial, Inc.
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Phone (308) 995-4462 EXT 1133
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Mobile (308) 991-5948
dennis.riek@iesci.net | www.iesci.net

Accepted by: Electric Power Systems

Accepted by: IES

Title: _____

Title: _____

Print Name _____

Print Name _____

Signature _____

Signature _____

Date _____

Date _____

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Oberlin

GRANT NO. 19-PF-016

STREET ADDRESS 1 Morgan Drive

REQUEST NO. 3

PO BOX N/A

srush@oberlinkansas.gov

CITY, STATE, ZIP Oberlin, KS 67749

Grantee's - E-mail address for notifying about ACH deposit

nwkpdc@ruraltel.net

Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

	AMOUNT
1 PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>47,136.76</u>
2 CDBG GRANT AWARD	<u>600,000.00</u>
3 PROGRAM INCOME AND OTHER RECEIPTS	<u>.</u>
4 TOTAL FUNDS (2 + 3)	<u>600,000.00</u>
5 CDBG FUNDS RECEIVED TO DATE	<u>197,048.96</u>
6 TOTAL (1 + 5)	<u>244,185.72</u>
7 REMAINING CDBG FUNDS (4 - 6)	<u>355,814.28</u>

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE 8/6/2020 SIGNATURE _____ TITLE _____

DATE 8/6/2020 SIGNATURE _____ TITLE _____

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: _____

2. AUTHORIZED SIGNATURE: _____

3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA

4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE _____ DATE _____

ECONOMIC DEVELOPMENT SPECIALIST _____ DATE _____

ADMINISTRATIVE/ COMPLIANCE _____ DATE _____

FISCAL _____ DATE _____

CASH DISBURSEMENT REPORT

(For Economic Development Grants, please attach a copy of summary of payment)

GRANTEE: City of Oberlin
 GRANT NUMBER: 19-PF-016
 REPORTING PERIOD: 7/9/2020 - 7/24/2020
 REPORT NUMBER: 3

Kansas Dept of Commerce
 1000 SW JACKSON STREET, SUITE 100
 TOPEKA, KS 66612-1354

CDBG-F-CD
 6/2017 (REV)

NO.	ACTIVITY NAME (As on Budget Form)	BUDGET		TOTAL COST	CDBG \$			LOCAL/OTHER \$		
		CDBG	LOCAL		EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE
1a	Construction	580,000.00	346,495.00	926,495.00	42,136.76	293,065.88	286,934.12	25,174.36	176,078.01	170,416.99
1h	Engineering Design		69,800.00	69,800.00					69,800.00	
1i	Construction Insp.		57,950.00	57,950.00					13,325.05	44,624.95
3a	Administation	20,000.00	800.00	20,800.00	5,000.00	15,000.00	5,000.00		750.00	50.00
TOTALS		600,000.00	475,045.00	1,075,045.00	47,136.76	308,065.88	291,934.12	25,174.36	259,953.06	215,091.94

Total Expended this DD, CDBG and Local

Total Expended

Total Invoices this DD \$67,311.12

\$72,311.12

\$568,018.94

CDBG/Local Ratio 56% 44% 100% 54% 46% 100%

**NORTHWEST KANSAS PLANNING
& DEVELOPMENT COMMISSION**
P.O. Box 248
Hill City, Kansas 67642
(785) 421-2151

STATEMENT

DATE: 8/6/2020

**Oberlin
1 Morgan Drive
Oberlin, KS 67749**

CDBG 19-PF-016

ADMINISTRATION CONTRACT AMOUNT:

CDBG \$20,000.00 LOCAL \$750
CDBG Env. Review

DATE	CHARGES AND CREDITS	BALANCE
July 19, 2019	100% Environmental Review	\$ 750.00 PAID
September 30, 2019	25% Receipt of Signed State Grant Agreement	5000 PAID
June 1, 2020	25% First Drawdown of funds for construction	5000 PAID
August 6, 2020	25% 50% construction Drawdown of CDBG funds	\$5,000.00 DUE
	15% Final Const. Drawdown/clearance of monitoring	
	10% Close out	
	TOTAL AMOUNT DUE:	\$5,000.00 DUE

APPLICATION FOR PAYMENT

PROJECT: Phase 1 Distribution Services

ENGINEER: Miller & Associates, Consulting Engineers, P.C.

ENGINEER'S PROJECT NO. 245-C1-011

TO: (OWNER) CITY OF OBERLIN
1 Morgan Drive
Oberlin, KS 67749

CONTRACTOR: BSB Construction, Inc.

CONTRACT FOR:

APPLICATION DATE: July 24, 2020

APPLICATION NO.: 3

ATTN:

FOR WORK ACCOMPLISHED THROUGH THE DATE OF: July 24, 2020

CHANGE ORDER SUMMARY:

Application is made for payment, as shown below in connection with the Contract.

Continuation sheets are attached.

Change orders approved in previous month by Owner.

The present status of the account is as follows:

CO #	DATE	ADDITIONS	DEDUCTIONS
1	4/21/20	\$155,802.50	
2			
3			
4			
5			
TOTAL		155,802.50	0.00
NET CHANGE		155,802.50	

ORIGINAL CONTRACT PRICE.....	\$	733,182.50
Net Change by Change Orders & Written Amendments	\$	155,802.50
CURRENT CONTRACT PRICE.....	\$	888,985.00
TOTAL COMPLETED & STORED TO DATE.....	\$	521,270.98
LESS RETAINAGE : 10%	\$	(52,127.10)
TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE	\$	469,143.88
LESS PREVIOUS APPLICATION FOR PAYMENT.....	\$	401,832.77
AMOUNT DUE THIS APPLICATION.....	\$	67,311.12

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered _____, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

CONTRACTOR: BSB Construction, Inc.

ENGINEER: MILLER & ASSOCIATES

By: [Signature]

Date: 7/24/20

By: [Signature]

OWNER: City of Oberlin

BY: _____

Attested by: [Signature]

Date: 7/24/2020

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	

APPLICATION AND CERTIFICATE FOR PAYMENT-CONTINUATION SHEET

APPLICATION NUMBER: 3
 APPLICATION DATE: 24-Jul-20
 FOR WORK ACCOMPLISHED THROUGH : 24-Jul-20
 ENGINEER'S PROJECT #: 245-C1-011

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED	STORED TO DATE	TOTAL COMPLETED AND STORED TO DATE
1	Mobilization	1	L.S.	\$51,415.00	1	\$ 51,415.00		\$ 51,415.00
2	Furnish & Install C900 Water Main, Including Tracer Wire and Locating Taper, per Specifications, complete in place							
	a. 4" Diameter	100	L.F.	\$24.50	2	\$ 49.00	\$ 198.39	\$ 245.39
	b. 6" Diameter	1080	L.F.	\$27.30	277	\$ 7,582.10	\$ 4,353.90	\$ 11,916.00
	c. 8" Diameter	100	L.F.	\$30.75		\$ -	\$ 684.70	\$ 684.70
	d. 10" Diameter	180	L.F.	\$37.00	147	\$ 5,439.00	\$ -	\$ 5,439.00
3	Furnish & Install Horizontal Directional Drill Water Main w/Tracer Wire							
	a. 6" Diameter	5580	L.F.	\$33.00	3081	\$ 101,873.00	\$ 23,379.64	\$ 125,052.64
	b. 8" Diameter	450	L.F.	\$43.00		\$ -	\$ 11,051.65	\$ 11,051.65
4	Furnish & Install Fire Hydrant							
	a. 4 1/2 Ft Bury	10	Each	\$2,924.00	4	\$ 11,886.00	\$ 11,850.97	\$ 23,346.97
	b. 6 1/2 Ft Bury	1	Each	\$3,415.00		\$ -	\$ 2,076.87	\$ 2,076.87
	c. .5 Ft Extension (To Establish Bld Price)	1	Each	\$906.00	1	\$ 906.00	\$ -	\$ 906.00
	d. 1.0 Ft Extension (To Establish Bld Price)	1	Each	\$981.00	1	\$ 981.00	\$ -	\$ 981.00
5	Furnish & Install Ductile Iron Pipe Fittings, complete in place							
	a. 4" M.J. Plug	2	Each	\$383.00		\$ -	\$ 119.59	\$ 119.59
	b. 4" 45 Degree Bend	8	Each	\$389.00		\$ -	\$ 877.88	\$ 877.88
	c. 6"x4" Wye	2	Each	\$562.00		\$ -	\$ 454.35	\$ 454.35
	d. 6" 45 Degree Bend	6	Each	\$477.00	3	\$ 1,431.00	\$ 838.09	\$ 2,089.09
	e. 6" 11.25 Degree Bend	2	Each	\$432.00		\$ -	\$ 158.99	\$ 158.99
	f. 6"x4" Reducer	4	Each	\$485.00		\$ -	\$ 672.56	\$ 672.56
	g. 6"x6" Tee	14	Each	\$555.00	3	\$ 1,665.00	\$ 1,871.75	\$ 3,536.75
	h. 6"x4" Tee	1	Each	\$520.00	1	\$ 520.00	\$ -	\$ 520.00
	i. 6"x6" Cross	3	Each	\$812.00	2	\$ 1,624.00	\$ 191.67	\$ 1,815.67
	j. 6" M.J. Plug	7	Each	\$376.00	4	\$ 1,504.00	\$ 141.13	\$ 1,645.13
	k. 6" 45 Degree Bend	2	Each	\$551.00		\$ -	\$ 358.72	\$ 358.72
	l. 8" 90 Degree Bend	1	Each	\$808.00		\$ -	\$ 184.98	\$ 184.98
	m. 8"x4" Reducer	0	Each	\$313.00		\$ -	\$ -	\$ -
	n. 8"x6" Reducer	3	Each	\$450.00	1	\$ 450.00	\$ 219.86	\$ 669.86
	o. 8"x8" Tee	2	Each	\$870.00		\$ -	\$ 387.37	\$ 387.37
	p. 10"x10" Tee	1	Each	\$837.00	1	\$ 837.00	\$ -	\$ 837.00
	q. 10"x8" Tee	1	Each	\$882.00	1	\$ 882.00	\$ -	\$ 882.00
	r. 10"x8" Reducer	1	Each	\$535.00	1	\$ 535.00	\$ -	\$ 535.00
	s. 10" 90 Degree Bend	1	Each	\$833.00	1	\$ 833.00	\$ -	\$ 833.00
	t. 10" 45 Degree Bend	2	Each	\$462.00	2	\$ 924.00	\$ -	\$ 924.00
	u. 10" M.J. Plug	1	Each	\$589.00	1	\$ 589.00	\$ -	\$ 589.00
6	Furnish & Install Valves and Box, complete in place							
	a. 4" Valve	1	Each	\$1,111.00	1	\$ 1,111.00	\$ -	\$ 1,111.00
	b. 6" Valve	25	Each	\$1,189.00	9	\$ 10,701.00	\$ 10,979.42	\$ 21,680.42
	c. 6" Valve Restrained	6	Each	\$1,182.00	1	\$ 1,182.00	\$ 3,083.27	\$ 4,265.27
	d. 8" Valve	4	Each	\$1,489.00		\$ -	\$ 3,888.62	\$ 3,888.62
	e. 10" Valve	2	Each	\$2,027.00	2	\$ 4,054.00	\$ -	\$ 4,054.00
7	Furnish & Install Concrete Plug	14	Each	\$223.00	1	\$ 223.00	\$ -	\$ 223.00
8	Furnish & Install Line Stop, Complete in Place (To Establish A Bld Price)							
	a. 4" Diameter	1	Each	\$3,380.00		\$ -	\$ -	\$ -
	b. 6" Diameter	1	Each	\$4,186.00		\$ -	\$ -	\$ -
	c. 8" Diameter	1	Each	\$4,680.00		\$ -	\$ -	\$ -
	d. 10" Diameter	1	Each	\$7,780.00		\$ -	\$ -	\$ -
9	Furnish & Install Connections							
	a. 4" Connection	7	Each	\$928.00		\$ -	\$ 453.06	\$ 453.06
	b. 6" Connection	3	Each	\$882.00		\$ -	\$ 524.88	\$ 524.88
	c. 8" Connection	2	Each	\$1,084.00	1	\$ 1,084.00	\$ 124.15	\$ 1,188.15
	d. 10" Connection	2	Each	\$1,138.00	2	\$ 2,276.00	\$ -	\$ 2,276.00
10	New Service Connection, Complete in place							
	a. New 3/4" Meter in New Pit	73	Each	\$2,103.00	36	\$ 75,708.00	\$ 36,344.27	\$ 112,052.27
	b. Existing 3/4" Meter in New Pit	22	Each	\$2,180.00		\$ -	\$ 17,437.34	\$ 17,437.34
	c. Existing 1" Meter in New Pit	2	Each	\$1,773.00		\$ -	\$ 1,585.22	\$ 1,585.22
	d. New 1" Meter in New Pit	3	Each	\$2,339.00		\$ -	\$ 3,121.81	\$ 3,121.81
11	Service Reconnections							
	a. 1" Diameter	8	Each	\$816.00		\$ -	\$ 862.54	\$ 862.54
12	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 3+78, Complete in place	1	L.S.	\$6,177.00	1	\$ 6,177.00	\$ -	\$ 6,177.00
13	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 15+36 78' RT, Complete in place	1	L.S.	\$3,213.00		\$ -	\$ 1,128.98	\$ 1,128.98

14	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 15+51 140' RT, Complete in place	1	L.S.	\$4,608.00		\$ -	\$ 1,128.98	\$ 1,128.98
15	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 17+16, Complete in place	1	L.S.	\$4,270.00		\$ -	\$ 996.69	\$ 996.69
16	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 17+17, Complete in Place	1	L.S.	\$5,399.00		\$ -	\$ 792.60	\$ 792.60
17	Furnish & Install 2-New Service Connections with New Meters in New Pits @ Sta. 18+60 195' & 345' Lt, Complete in place	1	L.S.	\$9,160.00		\$ -	\$ 1,789.30	\$ 1,789.30
18	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 19+10 125' RT, Complete in Place	1	L.S.	\$13,015.00		\$ -	\$ 1,046.81	\$ 1,046.81
19	Furnish & Install 2-New Service Connections with New Meters in New Pits @ Sta. 19+13 175' & 260' LT, Complete in place	1	L.S.	\$7,865.00		\$ -	\$ 1,838.41	\$ 1,838.41
20	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 25+87, Complete in place	1	L.S.	\$3,335.00		\$ -	\$ 792.60	\$ 792.60
21	Furnish & Install New Service Connection with New Meter in New Pit @ Sta. 26+30, Complete in place	1	L.S.	\$8,175.00		\$ -	\$ 996.69	\$ 996.69
22	Furnish & Install New Service Connection with Existing Meter in New Pit @ Sta. 53+08, Complete in place	1	L.S.	\$5,980.00		\$ -	\$ 996.69	\$ 996.69
23	Furnish & Install New Service Line From Existing Pit @ Sta. 53+08, Complete in Place	1	L.S.	\$7,015.00		\$ -	\$ 996.69	\$ 996.69
24	Furnish & Install New Service Connection with Existing Meter in New Pit @ Sta. 55+08, Complete in place	1	L.S.	\$7,450.00		\$ -	\$ 996.69	\$ 996.69
25	Remove & Salvage							
	a. 8" Fitting	2	Each	\$305.00		\$ -		\$ -
	b. 6" Fitting	1	Each	\$285.00		\$ -		\$ -
	c. 4" Fitting	2	Each	\$230.00		\$ -		\$ -
	d. Fire Hydrant	5	Each	\$885.00		\$ -		\$ -
	e. Meter Pit	6	Each	\$815.00		\$ -		\$ -
26	Abandon Valve							
	a. In Place	12	Each	\$320.00		\$ -		\$ -
	b. With Plug	3	Each	\$305.00	1	\$ 305.00		\$ 305.00
27	Removal & Replacement							
	a. 4" Thick Concrete Sidewalk	590	S.F.	\$10.90	335.5	\$ 3,666.95		\$ 3,666.95
	b. 6" Thick Concrete Sidewalk	200	S.F.	\$12.25		\$ -		\$ -
	c. 6" Thick Concrete Pavement	460	S.Y.	\$96.00	106.35	\$ 5,955.80		\$ 5,955.80
	d. Brick Surfacing	100	S.Y.	\$180.00	24.66	\$ 3,945.60		\$ 3,945.60
28	Erosion Control							
	a. Install, Maintain and Remove Silt Fence	60	L.F.	\$4.95		\$ -		\$ -
	b. Sedimentation and Erosion Control, Recordkeeping and Inspections	1	L.S.	\$3,140.00		\$ -		\$ -
29	Furnish & Apply Seeding	0.34	Acres	\$11,850.00		\$ -		\$ -
30	Construction Staking	1	L.S.	\$7,500.00	0.5	\$ 3,750.00		\$ 3,750.00
A	Furnish & Install Restrained Joint Pipe							
	a. 8" Diameter	100	L.F.	\$88.00	70	\$ 4,760.00		\$ 4,760.00
B	Jack & Bore Steel Encasement							
	a. 12" Diameter Casing	70	L.F.	\$774.00	60	\$ 46,440.00		\$ 46,440.00
C	Furnish & Install 6" 90 Degree Bend	1	Each	\$495.00		\$ -	\$ 181.06	\$ 181.06
D	Furnish & Install 8" Plug	1	Each	\$480.00		\$ -		\$ -
E	Furnish & Install New Service Connection with New Meter in New Pit @ 217 S Cass Ave, Complete in place	1	L.S.	\$6,410.00	1	\$ 6,410.00	\$ -	\$ 6,410.00
F	Furnish & Install New Service Connection with Existing Meter in New Pit @ Sta. 80+84, Complete in Place	1	L.S.	\$6,745.00		\$ -	\$ 792.01	\$ 792.01
G	Remove & Rebuild Storm Sewer Inlet (If Required)	2	Each	\$3,535.00		\$ -		\$ -
H	Furnish & Apply Gravel Surfacing	5	Tons	\$45.00		\$ -		\$ -
TOTALS						\$ 389,034.25	\$ 152,236.73	\$ 621,270.98

ENERGY PERFORMANCE CONTRACT

This Energy Performance Contract (“Contract”) is made and entered into by and between **Energy Solutions Professionals, LLC** (“ESCO”), a Kansas company, having its principal offices at 6400 W. 95th Street, Suite 202, Overland Park, KS 66212, and **City of Oberlin, KS** (“Client”) for the purpose of providing comprehensive energy services designed to save energy, water and other operating costs.

This Contract shall be effective immediately upon execution by both parties.

ESCO has prepared and the Client has approved and accepted the Schedules as set forth below, copies of which are attached hereto and made a part of this Contract by reference.

Schedule A	Terms and Conditions
Schedule B	Client Premises
Schedule C	Scope of Work
Schedule D	Compensation to ESCO
Schedule E	Baseline Utility Consumption
Schedule F	Savings Guarantee
Schedule G	Savings Measurement, Calculation Formulae, and Baseline Adjustments
Schedule H	Funding
Schedule I	Standards of Comfort / Operating Parameters
Schedule J	Construction and Installation Schedule
Schedule K	Training Responsibilities
Schedule L	Maintenance Responsibilities
Schedule M	Certificates of Completion
Schedule N	Project Closeout Documents
Schedule O	Warranty
Schedule P	Investment Grade Audit

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized officers.

ESCO:
Energy Solutions Professionals, LLC

CLIENT:
City of Oberlin, KS

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

TERMS AND CONDITIONS

RECITALS

WHEREAS, Client owns and operates the facilities described in *Schedule B (Client Premises)* (“Premises”), and is in need of energy saving and facility improvement services designed to reduce utility consumption and associated costs at said Premises;

WHEREAS, ESCO has completed a comprehensive study (the “Investment Grade Audit” which is attached hereto as *Schedule P*) of the Premises under a separate contract and is willing to design and install certain facility improvement measures (the “Equipment”), and measure their performance;

WHEREAS, Client desires to retain ESCO to provide services for the design and installation of certain equipment of the type or class described in *Schedule C (Scope of Work)*, and to provide other services for the purpose of achieving cost reductions within Premises, as more fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Client and ESCO hereto covenant and agree as follows:

SECTION 1. DEFINITIONS

- 1.1 “**Actual Utility Savings**” shall mean the amount of annual Utility Savings accruing to the Client after the Guarantee Commencement Date as calculated by the ESCO using the processes and procedures described in Schedule G.
- 1.2 “**Avoided Future Costs**” shall mean planned or budgeted expenses for the replacement of systems or equipment that would have occurred had the Work not been performed, and are agreed to at Contract execution. Avoided Future Costs, if any, are shown in *Schedule F, Energy Savings Guarantee*.
- 1.3 “**Baseline**” shall mean the representative energy use during a twelve (12) calendar month period of the Premises' pre-retrofit energy consumption and the variables that contribute to that consumption as specified in *Schedule E (Baseline Energy Consumption)*.
- 1.4 “**Change Order**” shall mean a document signed by ESCO and Client reflecting an agreement between the parties changing the Work, the Turnkey Installed Price, or adjusting the schedule set forth in Schedule J.
- 1.5 “**Client**” shall mean the owner and its duly authorized agents and employees. The address of Client is 1 Morgan Drive, Oberlin, KS 67749.
- 1.6 “**Construction Period**” is the period beginning with the first day that Equipment is first installed and continuing until the Guarantee Commencement Date.
- 1.7 “**Construction Period Savings**” shall mean the Total Actual Savings that occurs during the Construction Period.
- 1.8 “**Contract**” shall mean the Energy Performance Contract and shall include all schedules attached thereto.
- 1.9 “**Contract Start Date**” shall mean the date the Contract is fully executed and is in full force and effect.

- 1.10 “**Day**” or “**days**”, unless otherwise expressly defined in the Contract, shall mean a calendar day or days of twenty-four (24) hours each.
- 1.11 “**Debt Service**” shall mean the Client’s total annualized cost for the Work spread over the Term as more fully described in Section 3.1, including, if applicable, all interest and principal payments, or all lease payments, as stated on an annual basis in Schedule H.
- 1.12 “**Energy Conservation Measure**” or “**ECM**” shall mean a specific portion of the Work as detailed in *Schedule C (Scope of Work)*.
- 1.13 “**Equipment**” shall be the equipment to be installed on the Premises as described in *Schedule C (Scope of Work)*.
- 1.14 “**ESCO**” shall mean Energy Solutions Professionals, LLC, and its duly authorized agents, contractors and employees. The mailing address of Energy Solutions Professionals, LLC is 9218 Metcalf Ave, Suite 274, Overland Park, KS 66212.
- 1.15 “**Final Completion**” shall mean the date the Project is fully completed including completion of all punch list items, and the documents identified in *Schedule N (Project Closeout Documents)* have been delivered to Client as mutually agreed by Client and ESCO, all of which is evidenced by the execution of a Certificate of Final Completion per *Schedule M (Certificates of Completion)*.
- 1.16 “**Guarantee Commencement Date**” shall mean the first day of the first month following the date of Final Completion.
- 1.17 “**Guarantee Year**” is each successive one-year period following the Guarantee Commencement Date, plus, if applicable, the Construction Period which is noted as Guarantee Year 0 on Schedule F), which period may be longer than 12 months.
- 1.18 “**Guaranteed Utility Savings**” shall mean the amount of annual Utility Savings calculated by the ESCO and shown on Schedule F.
- 1.19 “**Lease Agreement**” shall mean the agreement between the Client and the third-party financier/leasing company, if any.
- 1.20 “**Operational Savings**” shall mean those non-utility savings resulting from the implementation of energy conservation measures at the Premises (e.g., costs for parts, outsourced repair/maintenance, service agreements, etc.) and/or those non-utility savings resulting from the Client not incurring those costs at a later date by having the cost of those improvements included in this Contract, and are agreed to at contract execution. Operational Savings, if any, are shown in *Schedule F, Energy Savings Guarantee*.
- 1.21 “**Premises**” shall mean the property upon which the Project is being constructed as identified in *Schedule B*.
- 1.22 “**Project**” shall be the construction and installation of Equipment described in the Scope of Work as set out in *Schedule C* for the facilities described in *Schedule B (Premises)*.
- 1.23 “**Savings Guarantee**” is an amount each year equal to the lesser of the annual Total Guaranteed Savings for

that year as shown on Schedule F, or Client's annual Debt Service for that year as shown on Schedule H. If the Debt Service on Schedule H is shown as zero, the Savings Guarantee shall be the Total Guaranteed Savings.

- 1.24 “**Substantial Completion**” shall mean the date determined by the ESCO and mutually agreed to by Client when the Work or designated portion thereof is complete in accordance with the Contract, so the Client may beneficially utilize the equipment and occupy the Premises or designated portion thereof for its intended use. Execution of a Certificate of Substantial Completion per *Schedule M (Certificates of Completion)* shall signify Substantial Completion.
- 1.25 “**Term**” shall mean the duration of the Contract as stated in Schedule F, commencing on the Guarantee Commencement Date.
- 1.26 “**Total Actual Savings**” shall mean the total of all Actual Utility Savings, Operational Savings, and Avoided Future Costs.
- 1.27 “**Total Guaranteed Savings**” shall mean the total of all Guaranteed Utility Savings, Operational Savings, and Avoided Future Costs.
- 1.28 “**Turnkey Installed Price**” shall mean the total contract price(s) payable to ESCO as detailed in *Schedule D (Compensation to ESCO)*.
- 1.29 “**Work**” shall mean the labor, materials, equipment, and services furnished by the ESCO under the Contract to complete the ESCO's obligations detailed in *Schedule C (Scope of Work)*.
- 1.30 “**Utility Savings**” shall mean electric energy reduction, fossil fuel energy reduction (e.g., natural gas, propane, fuel oil, etc.) and water and sewer reduction, etc., as calculated per Schedule G.

SECTION 2. PRINCIPAL TERMS

ESCO agrees to perform the Work described herein and guarantee the savings described herein in exchange for Client's agreement to pay ESCO the compensation described in *Schedule D* hereto in the amounts and manner described in *Schedule D*.

SECTION 3. FINANCIAL INFORMATION

- 3.1 It is hereby agreed by ESCO and the Client that ESCO's obligation to perform under this Contract is expressly contingent upon the Client securing financing or furnishing reasonable evidence satisfactory to ESCO that the Client has adequate funds available and allocated to fulfill Client's obligations under the Contract. Upon execution of this Contract, the Client will have thirty (30) days to furnish evidence of such financing or funds. If financing is not secured within such period, this Contract may be terminated by ESCO or the Client and the Client shall immediately pay the cost of the Investment Grade Audit unless the Parties mutually agree in writing to extend such period. The annual payments due on such financing, or the total annual lease payments if financing is obtained through a Lease Agreement, shall be stated on Schedule H as the Debt Service.
- 3.2 If Client is entering into a Lease Agreement to finance the Work, a copy of the Lease Agreement shall be attached to this Contract as part of *Schedule H (Funding)*. In the event the Lease Agreement is terminated because of Client's default or non-payment of the same, this Contract shall immediately terminate and ESCO will have no further obligations to Client hereunder.

SECTION 4. DUTIES

4.1 ESCO Duties.

(a) Performance of the Work. ESCO shall install the Equipment and perform the Work in the manner set forth herein. ESCO shall proceed in accordance with the construction schedule set out in **Schedule J**.

(b) Training by ESCO. ESCO shall deliver detailed operations and maintenance manuals and also conduct the training program described in **Schedule K**, which shall be completed prior to acceptance of the Work by Client. ESCO agrees that Client may video or otherwise record any training for its own use.

4.2 Client Duties.

(a) Service by Client. Except for any maintenance obligations reserved to the ESCO as stated in **Schedule L (Maintenance Responsibilities)**, Client shall be responsible for maintaining the Equipment. Client shall operate service and maintain the Equipment in the manner required by the ESCO and in the manner required by the manufacturer of the Equipment as set out in the Operations and Maintenance manuals delivered to Client. Client shall notify ESCO as soon as reasonably possible if it knows of (a) any material malfunction in the operation of the Equipment, (b) the existence of any emergency or dangerous condition affecting the Equipment, or (c) any interruption or alteration of the energy supply to the Premises.

(b) Client shall ensure that the Equipment is operated in a manner that results in the Premises conforming to the Standards of Comfort in Schedule I and otherwise in accordance with the energy conservation procedures established by the ESCO.

(c) Maintenance of Premises and Existing Systems. Client agrees to maintain the Premises and all existing mechanical systems, equipment and other energy consuming systems located on the Premises in good repair, in the same condition or better condition, reasonable wear and tear excepted, as existed prior to construction of the Project, and to protect and preserve the building envelope and the operating condition and standard of performance of all mechanical systems, equipment and other energy consuming systems located on the Premises. Client's maintenance obligations under this Section 4.2(c) shall include, but not be limited to, the specific requirements set out on Schedule L, if any. Client may not remove, alter or change in any material way the Equipment, or any part thereof, without first consulting ESCO, except in an emergency.

(d) Client agrees that ESCO shall have the right to periodically, with prior notice, inspect the Premises to determine if Client is complying with its obligations as set forth above in this Section 4.2. Client shall make the Premises available to ESCO for and during each inspection, and shall have the right to witness each inspection or record any inspection and any measurements taken or records made.

SECTION 5. ESCO GUARANTEE

5.1 Guarantee. The ESCO guarantees to Client that the Total Actual Savings each year will exceed the Savings Guarantee after all adjustments allowed in this Contract. Client agrees that the amount by which the Total Actual Savings in any year exceeds the Savings Guarantee for that year shall be carried forward to the succeeding year such that the Savings Guarantee for the succeeding year shall be reduced by that amount. If there is no Savings Guarantee for the Construction Period, the Total Actual Savings for the Construction Period shall be added to the Total Actual Savings for year 1 in determining whether the Savings Guarantee has been met in year 1.

5.2 Measurement and Verification of Savings. The ESCO will determine the annual Total Actual Savings. ESCO will utilize the processes and procedures described in Schedule G to calculate the annual Total Actual Savings. The rates identified in Schedule F are then applied to these savings values to determine the associated dollar savings amount, which will then be compared to the Savings Guarantee – on an individual energy conservation measure and aggregate savings basis. The measured parameter(s), the number of times and/or duration of measurements, and the quantity of devices to be measured are specified in Schedule G.

1. If the calculation that is based upon measured criteria demonstrates that the Savings Guarantee has been

met or exceeded for each individual measure, then no further calculations are necessary. In this case, ESCO will tabulate the measurements and computed savings into a report and deliver the same to Client.

2. In the event that the measurement-based computations indicate that the Savings Guarantee has not been achieved for an individual energy conservation measure, the ESCO will calculate an aggregate savings for all measures, and determine whether the aggregate savings meets or exceeds the Savings Guarantee. If the aggregate savings meets or exceeds the Savings Guarantee the ESCO will tabulate all measurements and calculations into a report and deliver the same to Client.
3. In the event that measurement-based calculated aggregate savings does not meet or exceed the Savings Guarantee, the ESCO shall pay the Client the amount of the savings shortfall on an annual basis at the anniversary of the Guarantee Commencement Date for as long as the savings shortfall persists; said payment to be made within 60-days of the anniversary of the Guarantee Commencement Date.
 - a. Client, at its discretion, may elect to have ESCO provide services, in lieu of receiving a payment for the savings shortfall.
 - b. ESCO, at its discretion, may:
 1. Implement field adjustments and/or equipment modifications or replacements (at the ESCOs cost) that facilitate bringing the field measurement calculations to a level that ensures the Savings Guarantee is achieved in future years
 - a) ESCO will, at its cost, take additional measurements and readings to prove the results of any such adjustments, modifications or replacements, and Client may witness the measurements.
 - b) Any adjustments, modifications and/or equipment replacements will meet the Standards of Comfort in **Schedule I**, and may not adversely affect the operation of the Client equipment or facilities.
 2. Or, in lieu of making adjustments and taking additional measurements, ESCO may present-value the savings shortfall for the Term and make one payment to finalize all of ESCO's Contract obligations.
- 5.3 If Client fails to materially comply with its duties under Section 4.2 hereof or Client takes other action for which the Savings Guarantee may be changed hereunder, the Savings Guarantee shall be reduced by the cost of the excess energy consumed by Client as a result of its failure. The amount of the reduction shall be determined by the ESCO. ESCO will not be responsible under the Savings Guarantee for any loss of Total Actual Savings due to a material malfunction in the operation of the Equipment, an alteration of energy supply to the Premises, or any failure of Client to fulfill all terms of this Contract.
- 5.4 Independent Audit. If Client disputes any calculation by the ESCO in determining the Total Actual Savings or any adjustments to the Savings Guarantee under this Section 5, Client shall be required to obtain an independent audit of the calculations used by the ESCO in making such determinations. In such case, the Client and ESCO shall mutually agree upon an independent auditor to complete the audit. The audit shall follow all methods, procedures, calculations and formulas identified in this Contract, and the auditor shall submit its findings to the parties in a written report, which findings shall be deemed final for purposes of determining the annual Total Actual Savings and any Savings Guarantee adjustment. If the audit determines that the Total Actual Savings are equal to or greater than those calculated by the ESCO, then the Client shall pay the cost of the audit. If the audit determines that the Total Actual Savings are less than those calculated by the ESCO, then the ESCO shall pay the cost of the audit. If either party disputes the results of the audit, they may use the remedies identified in Section 16.

SECTION 6. ESCO COMPENSATION AND FEES.

- 6.1 The Client agrees to pay compensation to ESCO for the Work and any other energy services provided through this Contract in the amount set forth in *Schedule D (Compensation to ESCO)*.
- 6.2 Billing Information Procedure. Payments due to ESCO shall be calculated in accordance with the completion of the Work in this Contract and compensated as defined in *Schedule D (Compensation to ESCO)* in the following manner:
- (a) Payment for the IGA. Payment for the IGA will be invoiced upon the signing of this Contract.
 - (b) Progress Payment Application. By no later than the 5th day of each month, ESCO shall submit an application for payment (the "Payment Application") to the Client; each application will represent, on an ECM by ECM basis, the amount of Equipment purchased by ESCO and the Work completed through the end of the previous month less the amounts requested in previous Payment Applications. The Payment Application shall subtract the correct amount of Retainage. Each Application for Payment shall be accompanied by a partial lien waiver from the ESCO.
 - (c) Final Payment Application. Upon execution of Final Completion, ESCO shall submit a final application for payment (the "Final Payment Application") to the Client; Final Payment Application will represent the amount of all Equipment purchased by ESCO and the Work completed that was not included in previous Payment Applications as well as the amount of Retainage that has not been billed in previous Payment Applications. The Application for Final Payment shall be accompanied by a final lien waiver from the ESCO.
- 6.3 Payment. The ESCO's invoice shall be due and payable within thirty days of Client's receipt of the same. If the ESCO's invoices are not paid within 30 days, a \$150 late fee will be assessed. All checks shall be mailed to:
- Energy Solutions Professionals
9218 Metcalf Ave., Suite 274
Overland Park, KS 66212
- (a) If Client reasonably disputes some or all of the ESCO's invoice, Client must pay the undisputed portion of the invoice per above and notify ESCO in writing, within seven (7) days of receipt of the invoice, of its disagreement with the invoice and describe to ESCO with reasonable detail its basis for its disagreement. Within seven (7) days of Client's notification of disagreement with an invoice, Client and ESCO shall meet at the site or other agreeable location to discuss and resolve issues concerning the invoice. Payment shall be due within 20 days of resolution of the disputed portion of the invoice.
 - (b) Client is not in breach of its obligations to make payment to ESCO if the basis for non-payment is the lender's failure to fund due to inadequacies in the Work performed by ESCO or the failure to provide lien waivers, and not due to the act or omission of the Client.
- 6.4 Retainage. Client shall retain five (5%) percent of each progress payment application. Upon Substantial Completion of each ECM, Retainage will be reduced to one-half (1/2%) percent for the portion of the Turnkey Installed Price attributable to the ECM, and ESCO will invoice and Client will pay all Retainage in excess of one-half (1/2%) percent for that portion of the Turnkey Installed Price. Client will pay ESCO the final one-half (1/2%) percent Retainage upon Final Completion of an ECM.
- 6.5 Late Payment. Amounts not paid to ESCO when due will accrue interest at the rate of 12% per annum from the due date until the amount due is paid in full.

SECTION 7. PERMITS AND APPROVALS; COORDINATION

- 7.1 Permits and Approvals. Client shall use its best efforts to assist ESCO in obtaining all necessary permits and approvals for installation of the Equipment. In no event shall Client be responsible for payment of any permits. The equipment installed by ESCO shall conform to all federal, state and local code requirements. ESCO shall furnish copies of each permit or license which is required to perform the Work to the Client before ESCO commences the portion of the Work requiring such permit or license.
- 7.2 Coordination. Client and ESCO shall coordinate the activities of ESCO's equipment installers with those of the Client, its employees, and agents. ESCO shall not commit or permit any act which will interfere with the performance of business activities conducted by the Client or its employees without prior written approval of the Client.

SECTION 8. EQUIPMENT

- 8.1 Ownership of Existing Equipment Ownership of the equipment and materials existing at the Premises at the time of execution of this Contract shall remain the property of the Client even if it is replaced or its operation made unnecessary by work performed by ESCO pursuant to this Contract. If applicable, ESCO shall advise the Client in writing of all equipment and materials to be replaced at the Premises and the Client shall have thirty days to designate in writing to ESCO which equipment and materials that are not to be disposed of off-site by ESCO. It is understood and agreed to by both Parties that the Client shall be responsible for and designate the location and storage for any equipment and materials that are not be disposed of off-site. ESCO shall be responsible for the disposal of all equipment and materials not designated by the Client for retention in accordance with all applicable laws and regulations regarding such disposal. If Client fails to make any designation regarding disposal of equipment and materials within the required thirty days, the ESCO may dispose of all equipment and materials off-site.
- 8.2 New Equipment. All Equipment and materials incorporated in the Work shall become the property of the Client upon installation. The ESCO warrants to the Client that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The ESCO further warrants that the Equipment will conform to the requirements of the Contract Documents and will be free from defects.
- 8.3 Startup and Equipment Commissioning. At Substantial Completion, the ESCO shall conduct a thorough and systematic performance test of each element of the installed Equipment to ensure that the Equipment operates in the manner necessary to achieve the Standards of Comfort in ***Schedule I***. The ESCO shall provide notice to the Client of the scheduled test(s) and the Client and/or its designees shall have the right to be present at any or all such tests conducted by ESCO and/or manufacturers of the Equipment, as well as to video or otherwise record the testing. ESCO shall be responsible for correcting and/or adjusting all deficiencies in the Equipment that may be observed during Equipment commissioning procedures.
- 8.4 Storage, location, and access. Client shall provide mutually satisfactory rent-free space for storing the Equipment and materials, for installation and operation of the Equipment, and for completing the Work. Client shall protect the Equipment and materials in the same careful manner that Client protects its own property, and Client shall be responsible for any loss or damage to the same caused by the Client or its agents. Client shall provide access to the Premises for ESCO and its contractors or subcontractors during regular business hours, or such other hours as may be requested by ESCO and reasonably acceptable to Client, to adjust, inspect, maintain and repair the Equipment and to otherwise complete the Work and other duties and responsibilities under this Contract. ESCO shall have free access to the Premises to correct any emergency condition.
- 8.5 Service by ESCO. If Client requests ESCO to perform maintenance or repairs for any reason other than ESCO's failure to perform its duties and obligations under the Contract, including but not limited to any act, error, omission, negligence or willful misconduct of Client or any employee or other agent of Client, ESCO has the right to charge Client for the reasonable and customary time and materials cost of maintenance or repair.

8.6 Upgrading or Altering of Equipment by ESCO. ESCO shall have the right at all times during construction and measurement & verification period, subject to Customer's prior written approval which shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the Equipment, or implement other energy saving actions in the Premises, provided that:

- such replacements, modifications, or additions to the Equipment, and any operational changes or new procedures implemented, are necessary to enable the ESCO to achieve the Savings Guarantee at the Premises and;
- after any such changes, the Equipment will operate in the manner necessary to achieve the Standards of Comfort set forth in *Schedule I (Standards of Comfort / Operating Parameters)*.

All replacements, deletions, substantial alterations, or additions of equipment or revisions to the prescribed procedures shall be described in an additional schedule to be attached hereto and identified as Schedule C-2 or C-3, and so forth. Replacements, substantial alterations, or additions of Equipment shall belong to and become the property of Client upon installation, and shall be part of the Equipment for purposes of this Contract. Any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of the ESCO unless they are required by either unforeseen conditions or Client requested changes to the Scope of Work, in which case the Turnkey Installed Price will be adjusted by Change Order. No modifications, additions or replacements of the Equipment shall occur without Client's reasonable consent.

8.7 Damage or Destruction of Equipment. If after installation any significant item of Equipment or part of the Work is irreparably damaged by casualty or by the negligence or willful misconduct of the Client, its agents, employees, invitees, or guests, Client shall repair or replace said item within a reasonable period of time, not to exceed 120 days, and ESCO will not be responsible for lost Total Actual Savings. If Client fails to repair or replace such damaged Equipment, ESCO may elect to: a) adjust the Savings Guarantee to reflect any reduction in savings associated with the missing or damaged Equipment, or b) terminate this Contract by delivery of a written notice to Client, whereupon both parties shall have no further liability to each other.

SECTION 9. WARRANTIES

ESCO shall provide a one-year full parts and labor warranty on the Equipment and the Work from the Substantial Completion Date. Client may have longer warranties on the Equipment as provided in *Schedule O*. Warranty start and end dates shall be documented and provided to the Client by ESCO at the completion of construction. All manufacturer warranties on the Equipment shall be transferred to and extend to the Client. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

SECTION 10. PERFORMANCE BY ESCO

10.1 Performance by ESCO. ESCO shall complete the Work in such a manner so as not to harm the structural integrity of the Premises or its operating systems. ESCO shall repair and restore to its original condition any area of damage caused by ESCO's performance under this Contract. All costs to repair damage caused by ESCO's performance of the Work shall be borne by ESCO. ESCO shall remain responsible for the professional and technical accuracy of all services performed, whether by the ESCO or its contractors, subcontractors, or others on its behalf, throughout the term of this Contract.

10.2 Standards of Comfort. The Equipment, when installed, shall perform in the manner necessary to achieve the Standards of Comfort as set forth in *Schedule I*.

SECTION 11. MATERIAL CHANGE

11.1 Material Change Defined. A Material Change shall be defined as any change in or to the Premises or the use thereof, whether structural, operational or otherwise in nature, which reasonably could be expected, in the

reasonable judgment of the ESCO, to increase or decrease annual energy consumption (“Material Change”). If a Material Change occurs, ESCO shall determine, in its sole discretion, whether the Material Change is temporary (“Temporary Material Change”) or permanent (“Permanent Material Change”) in nature. Material Change includes but is not limited to, the following changes:

- (a) manner of use of the Premises by the Client;
- (b) hours of operation for the Premises or for any equipment or energy using systems operating at the Premises;
- (c) changes in the operation of the Equipment such that the Standards of Comfort set forth in *Schedule I (Standards of Comfort / Operating Parameters)* are not complied with;
- (d) occupancy of the Premises;
- (e) structure of the Premises;
- (f) types and quantities of equipment used at the Premises;
- (g) modification, renovation or construction at the Premises;
- (h) the Client's failure to properly maintain and repair to the Equipment as required;
- (i) the information provided by Client to the ESCO for use in determining the Baseline is not accurate, as determined by the ESCO; or
- (j) any other conditions other than climate affecting energy use at the Premises.

11.2 Reported Material Changes; Notice by Client: The Client shall use its best efforts to deliver to ESCO a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises which could reasonably be expected to affect energy consumption within the Premises or ESCO's determination of the Baseline. The written notice shall be delivered to the ESCO at least thirty (30) days before any actual or proposed Material Change is implemented, or as soon as practicable after an emergency or other unplanned event or error in the information provided to ESCO for the Baseline is discovered. Notice to ESCO of Material Changes resulting from a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Client within thirty (30) days after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Client to have occurred.

11.3 Unreported Material Change. If there is a material increase in energy use at the Premises and Client has not reported a Material Change, the increased energy use shall be deemed to be caused by a Material Change, unless Client can establish to the ESCO's satisfaction otherwise.

11.4 Effect of Material Changes: ESCO shall determine the excess energy usage caused by the Material Change in accordance with Schedule G, and the Savings Guarantee shall be reduced in an amount determined by ESCO. If in the ESCO's discretion the Material Change is a Temporary Material Change, then an appropriate adjustment will be made to the Savings Guarantee for the current year only. If in the ESCO's discretion the Material Change is a Permanent Material Change, then ESCO will make an appropriate adjustment to the Savings Guarantee for the current year and all future years. If Client disagrees with ESCO's adjustments resulting from a Material Change, Client shall utilize the Independent Audit procedure described in Section 5.4 to contest the same.

SECTION 12. INDEMNIFICATION / LIMITED LIABILITY / INSURANCE / BONDS

12.1 Indemnification. ESCO and Client (each an Indemnifying Party) agree to indemnify, defend and hold the other Party and its employees, directors, offices, managers, members shareholder and agents harmless from and against any and all third party claims, actions, costs, expenses, damages and liabilities (including reasonable attorneys' fees) resulting from bodily injury or damage to property of others, arising out of, connected with or resulting from the negligence or misconduct of the Indemnifying Party or its employees or other agents in connection with its activities within the scope of this Contract. If the parties are both at fault,

the obligation to indemnify shall be per the applicable state's comparable fault laws. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to termination or for a period of two (2) years after such expiration or early termination. It is agreed that in performing the Work, ESCO is not an insurer, and does not guarantee that no damage or injury to persons or property will occur.

12.2 Limited Liability. To the extent Client has a claim against ESCO not otherwise covered by insurance, ESCO's total liability to Client for damages or injury to persons or property that may be caused by or arise through performing any obligation under the Contract shall be limited only to losses proximately caused by ESCO's negligence. Notwithstanding any provision in this Contract to the contrary, neither party, nor its officers, employees, agents, or affiliates shall be liable to the other party, its officers, employees, agents, partners, affiliates or contractors, for incidental, indirect, consequential, exemplary, punitive or other special damages, including but not limited to damages for loss of anticipated profits (except as derived from payment or other compensation due for performance hereunder), loss of use or revenue, losses by reason of cost of capital connected with or resulting from any performance or lack of performance hereunder regardless whether a claim is based on contract, tort (including negligence) or theory of strict liability. Neither party shall have any remedy at law or in equity which is inconsistent with any provision of this Contract, and neither party shall have a right to terminate this Contract except as specifically and explicitly set forth in this Contract.

12.3 Insurance

- (a) At all times during the term of this Contract, ESCO shall maintain coverage in full force and effect at its expense, as identified in (1) through (4) below:
- (1) General Liability Insurance, with Client named as an additional insured: \$2,000,000 aggregate, \$1,000,000 per occurrence.
 - (2) Installation Floater on Equipment on premises: \$2,000,000 limit per location and per disaster.
 - (3) Workmen's Compensation Insurance sufficient to cover all of the employees of ESCO working to fulfill this Contract.
 - (4) Professional Liability Insurance (Errors & Omissions Insurance): \$1,000,000 aggregate, \$1,000,000 per occurrence.
- (b) Prior to commencement of the Work under this Contract, ESCO will be required to provide Client with current certificates of insurance specified above.
- (c) ESCO shall notify client at least thirty (30) days prior to any change or cancelation of the coverage afforded under the policies.
- (d) Upon Substantial Completion, Client shall provide ESCO with evidence of insurance on the property installed.
- (1) In the event of a casualty that damages or destroys installed Equipment or completed Work, Client shall utilize proceeds from Client's own insurance to pay the ESCO to restore the damaged Work and replace the damaged Equipment.
 - (2) In such case, the parties shall execute a mutually agreed Change Order extending the completion date in Schedule J, and increasing the Turnkey Installed Price in an amount to cover the ESCO's cost in performing such work.

12.4 Performance and Payment Bonds: Prior to commencing the Work, ESCO shall provide a Performance Bond and a statutory/public works Payment Bond each in the sum of one hundred percent (100%) of the Turnkey

Installed Price. The Performance Bond shall apply to the performance of the Work, and the Payment Bond shall apply to and cover those providing labor, materials, equipment, supplies and services in connection with the performance of the Work. The Bonds shall be maintained in full force and effect until Final Completion. The bonds are not being furnished to cover the performance of any energy guaranty or guaranteed savings under this Contract, and exclude any work, warranties, performance guarantees, etc. not identified in this Contract. Client agrees that upon Final Completion, the Performance and Payment Bonds shall be released and all obligations arising thereunder shall be terminated.

SECTION 13. HAZARDOUS MATERIALS; DIFFERING SITE CONDITIONS

- 13.1 **Hazardous Materials.** Client recognizes that in connection with the Work, ESCO may encounter, but is not responsible for, (a) asbestos and materials containing asbestos, (b) pollutants, petroleum, urea formaldehyde, hazardous wastes, hazardous materials or contaminants, (c) lamps and ballasts containing PCB's & DEHP, (collectively, clauses (a), (b) and (c) constitute "Hazardous Materials"), and (d) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal or containment thereof. The materials and activities listed in the foregoing sentence are referred to as "Excluded Materials and Activities." Client acknowledges that Client is the sole generator of any Excluded Materials and Activities and is solely responsible for every aspect of the Excluded Materials and Activities. Client agrees that if performance of Work involves any Excluded Materials and Activities, ESCO may perform or arrange for the performance of such Work but Client shall bear the sole risk and responsibility therefore. Furthermore, in handling any of Client's property, including, without limitation, Client's lighting ballasts that may contain PCBs or DEHP and Clients fluorescent tubes, ESCO does not take title to any such property, nor does ESCO assume any responsibility for the storage, handling, use, transportation, treatment, disposal, discharge, leakage, detection, removal or containment of such property. Client shall be solely responsible for disposing of its Hazardous Materials in a timely manner and in accordance with all federal, state and local laws, statutes and regulations applicable thereto. At ESCO's option, certain costs associated with Work related to Excluded Materials and Activities necessary for the implementation of the Equipment may be included in the Turnkey Installed Price, notwithstanding the fact that such costs are the responsibility of Client and shall be incurred by Client. In furtherance of the foregoing Client agrees to release, indemnify, defend and hold harmless ESCO, its directors, consultants, contractors, and officers, agents, assignees and employees of and from all costs, claims, damages and liability arising out of or relating to Excluded Materials and Activities, acts or omissions of ESCO or third parties relating thereto, or injury caused thereby, excepting only such costs, claims, damages or liability as are the direct result of any gross negligence or willful misconduct of ESCO. Upon disposition of Hazardous Materials by Client, Client shall provide to ESCO copies of all manifests or other evidence or confirmation of removal of such Hazardous Materials showing Client as the sole generator of such Hazardous Materials upon ESCO's request for the same.
- 13.2 **Differing Site Conditions.** ESCO shall promptly notify Client in writing upon discovery of any: (a) subsurface or latent physical conditions at the Premises differing materially from those indicated in the Contract or Investment Grade Audit, or (b) theretofore unknown physical conditions at the Premises, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Scope of Work of the character provided for in the Contract. Client shall investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the Client's cost of, or the time required for, performance of any part of the Work, and which could not have reasonably been anticipated by ESCO, whether or not changed as a result of such conditions, an equitable adjustment shall be made in the Turnkey Installed Price, time of completion and/or other terms and conditions of the Contract, and the Contract shall be modified in writing accordingly by Change Order.

SECTION 14. CONDITIONS BEYOND CONTROL OF THE PARTIES

If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of God, insurrections or riots, or similar events, this Contract shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the performing party, in which event neither party shall have any further liability to the other with the exception of payments as defined in **Schedule D** for Services completed up to the time of termination.

SECTION 15. EVENTS OF DEFAULT

- 15.1 Events of Default by Client. Each of the following events or conditions shall constitute an "Event of Default" by Client:
- (a) any failure by Client to pay ESCO any undisputed sum due within ten days after written notification by ESCO that Client is delinquent in making payment and provided that ESCO is not in default in its performance under the terms of this Contract; or
 - (b) any other failure by Client to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty days after written notice to Client demanding that such failures to perform be cured or if such cure cannot be effected in thirty days, Client shall be deemed to have cured default upon the commencement of a cure within thirty days and diligent subsequent completion thereof;
 - (c) any representation or warranty furnished by Client in this Contract which was false or misleading in any material respect when made.
- 15.2 Events of Default by ESCO. Each of the following events or conditions shall constitute an "Event of Default" by ESCO:
- (a) the Standards of Comfort set forth in *Schedule I (Standards of Comfort / Operating Parameters)* are not provided due to failure of ESCO to properly design, maintain, repair or adjust the Equipment per the terms of this Contract except that such failure, if corrected or cured within thirty days after written notice by Client to ESCO demanding that such failure be cured, shall be deemed cured for purposes of this Contract.
 - (b) any representation or warranty furnished by ESCO in this Contract is false or misleading in any material respect when made;
 - (c) any other failure by ESCO to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty days after written notice by the Client to ESCO demanding that such failure to perform be cured;
 - (d) the filing of a bankruptcy petition whether by ESCO or its creditors against ESCO which proceeding shall not have been dismissed within sixty days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of ESCO;
 - (e) any failure by ESCO to pay Client any sum due within ten days after written notification by Client that ESCO is delinquent in making payment and provided that Client is not in default in its performance under the terms of this Contract

SECTION 16. REMEDIES UPON DEFAULT; DISPUTES; MEDIATION; ARBITRATION

- 16.1 Remedies upon Default. Any controversy, claim or dispute of whatever nature arising between the parties in connection with this Contract, including those arising out of or relating to any agreement between the parties, or the breach, termination, enforceability, scope or validity thereof, whether such claim existed prior to or arises on or after the date of this Contract (a "Dispute"), shall be resolved by good faith negotiations between ESCO and Client, by mediation or, failing mediation, by binding arbitration in accordance with this Section 16. ESCO shall continue with the performance of the Work during the pendency of any claim, dispute or controversy or arbitration, nonbinding mediation, or other proceeding to resolve such claim, dispute or controversy. The Client shall continue to make payments of undisputed amounts to ESCO in accordance with the Contract Documents, but the Client shall be under no obligation to make payments to ESCO of disputed

amounts or for claims, disputes, or controversies during the pendency of any arbitration, nonbinding mediation or other proceeding to resolve such claims, disputes or controversies.

- 16.2 Mediation. Neither party shall commence an arbitration proceeding pursuant to the provisions set forth below unless such party shall first give a written notice (a "Dispute Notice") to the other party setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the American Arbitration Association ("AAA") mediation procedures in effect at the time of this Contract. If the parties cannot agree on the selection of a mediator within 20 days after receipt of the Dispute Notice, the mediator will be selected in accordance with the AAA procedures. The expenses of the mediation shall be borne equally by the parties to the mediation, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel.
- 16.3 Arbitration. If any Dispute is not settled by mediation, upon the request of any party involved (and without regard to whether or not any provision of this Contract expressly provides for arbitration), such Dispute shall be submitted by either party to and settled by arbitration in the state of the location of the Premises in conformance with rules of the American Arbitration Association then in effect (or at any other place or under any other forum or arbitration mutually acceptable to the parties). Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of a forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel.
- 16.4 Remedies. Notwithstanding the provisions in this Section 16, the parties recognize that certain business relationships could give rise to the need for one or more of the parties to seek emergency, provisional or summary relief and for temporary injunctive relief. Immediately following the issuance of any such relief, the parties agree to the stay of any judicial proceedings pending mediation or arbitration of all underlying claims between the parties.

SECTION 17. ASSIGNMENT

- 17.1 Assignment by ESCO. ESCO acknowledges that the Client is induced to enter into this Contract by, among other things, the professional qualifications of the ESCO. The ESCO agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the Client. Notwithstanding the forgoing, ESCO may, with prior written approval of the Client, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize contractors, provided that any assignee(s), delegate(s), or contractor(s) shall fully comply with the terms of this Contract. ESCO shall remain jointly and severally liable with its assignees(s), or transferee(s) to the Client for all of its obligations under this Contract.
- 17.2 Assignment by Client. Client may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Premises or an interest therein so long as the successor or purchaser assumes Client's obligation hereunder in writing.

SECTION 18. REPRESENTATIONS AND WARRANTIES

Each party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organizational instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

- (c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- (d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder

SECTION 19. ADDITIONAL REPRESENTATIONS OF THE PARTIES

19.1 Client hereby warrants, represents and promises that it has provided or shall provide timely to ESCO, all records relating to energy usage and energy-related maintenance of Premises requested by ESCO, including all information provided to the ESCO during the Investment Grade Audit, and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects.

19.2 ESCO hereby warrants, represents and promises that:

- a. it shall have provided proof and documentation of required insurance pursuant to Section 12.3 of this Contract;
- b. it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;
- c. that ESCO is authorized and licensed to perform all Work under this contract that that it shall use qualified subcontractors and delegates, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;
- d. that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.
- e. it shall complete the Work in compliance with the Contract and without any liens attaching to the Premises.

SECTION 20. APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State where the Premises is located.

SECTION 21. COMPLIANCE WITH LAW AND STANDARD PRACTICES

ESCO shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Client relative to the Premises. ESCO shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

SECTION 22. INDEPENDENT CAPACITY OF THE ESCO

The parties hereto agree that ESCO, and any agents and employees of ESCO, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the Client.

SECTION 23. NO WAIVER

The failure of ESCO or Client to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ESCO or Client.

SECTION 24. SEVERABILITY

SCHEDULE B

CLIENT PREMISES

Description of Premises

The following buildings are included as part of this contract. The buildings affected are listed below.

Building Name	Bldg. Code	Square Feet
Gateway	GAT	26,250
Library	LIB	2,821
Main Warehouse	WAR	6,000
Police	POL	1,428

SCHEDULE C

SCOPE OF WORK

General notes to all scope:

1. Work hours shall consist of Monday – Friday from 8:00 AM – 5:00 PM.
2. Comply with all local codes and regulations.
3. Acquire all required permits necessary to complete the work.
4. ESCO shall exclude all sales taxes from the proposal to complete the scope of work as the project is tax exempt. Client will provide ESCO with a tax exemption certificate after execution of the EPC.
5. Provide a performance and payment bond for 100% of the amount of this Agreement.
6. Asbestos abatement if necessary, will be completed by others and is not included in this scope. ESCO will however assist in identifying specific locations that need to be abated by others to complete ESCO’s work. (No monies have been included in the price of the project to cover abatement).
7. All material and equipment shall be provided per the manufacturer’s requirements and industry best practices.
8. ESCO shall provide a one-year parts and labor warranty for all equipment provided by the ESCO as defined in this agreement.
9. The work is intended to be a turnkey scope of work. ESCO shall provide all equipment and installation necessary for a complete and optimally functioning system for the ECMs and Work identified in this Schedule C.

The list of ECMs is shown in the table below, followed by a description of the detailed scope of work.

ECM #	Energy Conservation Measure and Associated Building
1	GAT-Lighting Upgrade
2	LIB-Lighting Upgrade
3	WAR-Lighting Upgrade
4	POL-Lighting Upgrade
5	GAT-Water Conservation Measures
6	LIB-Water Conservation Measures
7	GAT-Building Envelope Improvements
8	LIB-Building Envelope Improvements
9	POL-Building Envelope Improvements
10	GAT-Window Film
11	LIB-Window Film
12	GAT-Programmable WiFi Thermostats
13	LIB-Programmable WiFi Thermostats

LIGHTING UPGRADES

The detailed lighting scope is listed in the following table.

Area Name	Measure Tyj	ECM	QTY
Gateway Gateway; 1 Morgan Dr. 2nd floor lobby	Lamp	FF-T84-A2-WAB-10-40	6
Gateway Gateway; 1 Morgan Dr. 2nd floor lobby	Lamp	Par38-20w-30K 90CRI	5
Gateway Gateway; 1 Morgan Dr. 2nd floor lobby	Lamp	FF-T84-A2-WAB-10-40	12
Gateway Gateway; 1 Morgan Dr. 2nd floor lobby	Lamp	FF-T84-A2-WAB-10-40	2
Gateway Gateway; 1 Morgan Dr. 2nd floor lobby Bathrooms M F	Lamp	FF-T84-A2-WAB-10-40	16
Gateway Gateway; 1 Morgan Dr. Arena	Luminaire	SYHU-HB-P10521-D-N-50	20
Gateway Gateway; 1 Morgan Dr. Arena	Retrofit Kit	LM-A30-4-15X4-50K-D	30
Gateway Gateway; 1 Morgan Dr. City office	Lamp	FF-T84-A2-WAB-10-40	8
Gateway Gateway; 1 Morgan Dr. City office	Lamp	FF-T84-A2-WAB-10-40	32
Gateway Gateway; 1 Morgan Dr. Elevator	Lamp	FF-T84-A2-WAB-10-40	2
Gateway Gateway; 1 Morgan Dr. Elevator Room 1st floor	Lamp	FF-T84-A2-WAB-10-40	2
Gateway Gateway; 1 Morgan Dr. Exterior	Luminaire	MAL0445W27V50KDT3	5
Gateway Gateway; 1 Morgan Dr. Exterior	Luminaire	WP70W27V50KYY	1
Gateway Gateway; 1 Morgan Dr. Exterior	Luminaire	SB2-100-AW-50K-D30-SAA	5
Gateway Gateway; 1 Morgan Dr. Exterior	Luminaire	WM25W27VXXYY	6
Gateway Gateway; 1 Morgan Dr. Exterior	Retrofit Kit	LM-A30-4-15X4-50K-D	1
Gateway Gateway; 1 Morgan Dr. Kitchen	Lamp	FF-T84-A2-WAB-10-40	56
Gateway Gateway; 1 Morgan Dr. Kitchen	Lamp	FF-T84-A2-WAB-10-40	56
Gateway Gateway; 1 Morgan Dr. Kitchen	Lamp	FF-T84-A2-WAB-10-40	4
Gateway Gateway; 1 Morgan Dr. Kitchen	Lamp	FF-T84-A2-WAB-10-40	2
Gateway Gateway; 1 Morgan Dr. Kitchen Cooler freezer	Lamp	A19-8.5w-27K	2
Gateway Gateway; 1 Morgan Dr. Kitchen Elect rm	Lamp	FF-T84-A2-WAB-10-40	2
Gateway Gateway; 1 Morgan Dr. Kitchen Pantry	Lamp	FF-T84-A2-WAB-10-40	12
Gateway Gateway; 1 Morgan Dr. Kitchen Storage	Lamp	FF-T84-A2-WAB-10-40	12
Gateway Gateway; 1 Morgan Dr. Level 1 hall	Lamp	FF-T84-A2-WAB-10-40	24
Gateway Gateway; 1 Morgan Dr. Level 1 hall Bathrooms M F	Lamp	FF-T84-A2-WAB-10-40	16
Gateway Gateway; 1 Morgan Dr. Level 1 hall Bathrooms M F	Lamp	FF-T82-A2-WAB-7-40	20
Gateway Gateway; 1 Morgan Dr. Level 1 hall Bathrooms M F	Lamp	FF-T84-A2-WAB-10-40	24
Gateway Gateway; 1 Morgan Dr. Main entrance	Lamp	PT2-40W-30K-E39	5
Gateway Gateway; 1 Morgan Dr. Meeting rooms	Lamp	FF-T84-A2-WAB-10-40	80
Gateway Gateway; 1 Morgan Dr. Meeting rooms	Lamp	A19-8.5w-27K	12
Gateway Gateway; 1 Morgan Dr. Meeting rooms Linen and laundry	Lamp	FF-T84-A2-WAB-10-40	8
Gateway Gateway; 1 Morgan Dr. Meeting rooms Storage and sink room	Lamp	FF-T84-A2-WAB-10-40	12
Gateway Gateway; 1 Morgan Dr. Mgr	Lamp	FF-T82-A2-WAB-7-40	2
Gateway Gateway; 1 Morgan Dr. Mgr	Lamp	FF-T84-A2-WAB-10-40	36
Gateway Gateway; 1 Morgan Dr. Stairwells front n back	Lamp	FF-T84-A2-WAB-10-40	24
Gateway Gateway; 1 Morgan Dr. Supplies	Lamp	FF-T84-A2-WAB-10-40	32
Gateway Gateway; 1 Morgan Dr. Theatre	Lamp	PLT-11025	2
Gateway Gateway; 1 Morgan Dr. Theatre	Lamp	Par38-20w-30K 90CRI	6
Gateway Gateway; 1 Morgan Dr. Theatre	Lamp	Par38-20w-30K 90CRI	16
Gateway Gateway; 1 Morgan Dr. Theatre	Lamp	Par38-20w-30K 90CRI	9
Gateway Gateway; 1 Morgan Dr. Theatre	Lamp	A19-15W-30K	9
Gateway Gateway; 1 Morgan Dr. Theatre	Lamp	Par30-112W-30K	4
Gateway Gateway; 1 Morgan Dr. Theatre	Lamp	A19-8.5w-27K	4
Gateway Gateway; 1 Morgan Dr. Theatre Dressing & Restroom	Lamp	FF-T84-A2-WAB-10-40	4
Gateway Gateway; 1 Morgan Dr. Theatre Dressing & Restroom	Lamp	FF-T84-A2-WAB-10-40	8
Gateway Gateway; 1 Morgan Dr. Theatre lobby & Entrance ceiling cans 9"	Lamp	Par38-20w-30K 90CRI	8
Library Library 104 E Oak Lower Level	Lamp	FF-T84-A2-WAB-10-40	2
Library Library 104 E Oak Lower Level	Lamp	FF-T84-A2-WAB-10-40	39
Library Library 104 E Oak Lower Level	Lamp	GREENCREATIVE-97973	6
Library Library 104 E Oak Lower Level	Lamp	Luxrite LR20580 FC12T9/CW 32-Watt 12 IN	2
Library Library 104 E Oak Main floor	Lamp	FF-T84-A2-WAB-10-40	4
Library Library 104 E Oak Main floor	Lamp	A19-8.5w-27K	6
Library Library 104 E Oak Main floor	Lamp	FF-T84-A2-WAB-10-40	68
Library Library 104 E Oak Main floor	Retrofit Kit	LM-A30-4-15X4-50K-D	6
Library Library 104 E Oak Main floor Main Bathrooms	Lamp	A19-8.5w-27K	4
Police Police 107 W. Commercial	Lamp	FF-T84-A2-WAB-10-40	36
Police Police 107 W. Commercial	Lamp	FF-T84-A2-WAB-10-40	2
Police Police 107 W. Commercial	Lamp	A19-8.5w-27K	1
Police Police 107 W. Commercial	Lamp	SATCO-S8647	2
Police Police 107 W. Commercial	Lamp	FF-T84-A2-WAB-10-40	2
Police Police 107 W. Commercial	Lamp	FF-T84-A2-WAB-10-40	2
Warehouse Main Whse 213 S. Rodehaver	Luminaire	SYHU-HB-P10521-D-N-50	1
Warehouse Main Whse 213 S. Rodehaver	Retrofit Kit	LM-A30-4-15X4-50K-D	13
Warehouse Main Whse 213 S. Rodehaver bldg B	Lamp	PLT-11025	5

Water Conservation Measures

The detailed water scope is listed in the following table.

Building	Retrofit	Room Type	Fixture	Qty	Existing Flow Rate	New Flow Rate	Units
Totals				38			
Gateway	Reduced Flow Toilet Flush-o-Meter	Lower Level Men's Room	Toilets	4	3.50	1.28	gpf
Gateway	Reduced Flow Urinal Flush-o-Meter	Lower Level Men's Room	Urinals	5	2.00	0.13	gpf
Gateway	Reduced Flow Sink Aerators	Lower Level Men's Room	Sinks	3	1.50	0.50	gpm
Gateway	Reduced Flow Toilet Flush-o-Meter	Lower Level Women's Room	Toilets	9	3.50	1.28	gpf
Gateway	Reduced Flow Sink Aerators	Lower Level Women's Room	Sinks	4	1.50	0.50	gpm
Gateway	Reduced Flow Sink Aerators	Office Next to Kitchen	Sinks	1	1.25	0.50	gpm
Gateway	Reduced Flow Sink Aerators	Upper Level Meeting Room	Sinks	1	0.94	0.50	gpm
Gateway	Reduced Flow Toilet Flush-o-Meter	Upper Level Men's Room	Toilets	1	3.50	1.28	gpf
Gateway	Reduced Flow Sink Aerators	Upper Level Men's Room	Sinks	1	1.50	0.50	gpm
Gateway	Reduced Flow Toilet Flush-o-Meter	Upper Level Women's Room	Toilets	1	3.50	1.28	gpf
Gateway	Reduced Flow Sink Aerators	Upper Level Women's Room	Sinks	1	0.83	0.50	gpm
Library	Reduced Flow Toilet Flush-o-Meter	Upper Level Restroom	Toilets	1	3.50	1.28	gpf
Library	Reduced Flow Sink Aerators	Upper Level Restroom	Sinks	1	1.07	0.50	gpm
Library	Reduced Flow Toilet Flush-o-Meter	Lower Level Men's Room	Toilets	1	3.50	1.28	gpf
Library	Reduced Flow Urinal Flush-o-Meter	Lower Level Men's Room	Urinals	1	2.00	0.13	gpf
Library	Reduced Flow Sink Aerators	Lower Level Men's Room	Sinks	1	1.50	0.50	gpm
Library	Reduced Flow Toilet Flush-o-Meter	Lower Level Women's Room	Toilets	1	3.50	1.28	gpf
Library	Reduced Flow Sink Aerators	Lower Level Women's Room	Sinks	1	1.25	0.50	gpm

Building Envelope Improvements

The specific types of building envelope measures are listed below.

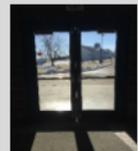
- Gateway:

TYPE OF MEASURES:	Building Level	quantity or distance
Ext. Door(s) to be weather-stripped & sealed.	All Levels	6 Doors
Ext. Door(s) to be weather-stripped & sealed.	All Levels	11 Doors

AIR LEAKAGE:	feet	inches		
Doors	120	1/16	0.63	sq ft
Doors	220	3/32	1.72	sq ft
Totals	-		2.34	sq ft
			0.22	sq meter

ASSUMPTIONS & CALCULATIONS:			
Power Rate		50.100	per Kwh
Heating Fuel	100% Natural Gas	50.540	perTherm
Building K	130		

Example Calculation

$$\frac{(\text{leakage} \times \text{bldg "K"}) \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243)}{100,000 \times \text{System Efficiency\%}}$$


- Library:

TYPE OF MEASURES:				Building Level	quantity or distance
Ext. Door(s) to be weather-stripped & sealed.				All Levels	3 Doors
<hr/>					
AIR LEAKAGE:					
	feet	inches			
Doors	60	1/16	0.31	sq ft	
<hr/>					
Totals	-		0.31	sq ft	
			0.03	sq meter	
ASSUMPTIONS & CALCULATIONS:					
Power Rate			\$0.100	per Kwh	
Heating Fuel	100% Natural Gas		\$0.890	perTherm	
Building K	130				
Example Calculation					
$\frac{(\text{leakage} \times \text{bldg "K"}) \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243)}{100,000 \times \text{System Efficiency\%}}$					






- Police:

TYPE OF MEASURES:				Building Level	quantity or distance
Ext. Door(s) to be weather-stripped & sealed.				All Levels	2 Doors
<hr/>					
AIR LEAKAGE:					
	feet	inches			
Doors	40	3/32	0.31	sq ft	
<hr/>					
Totals	-		0.31	sq ft	
			0.03	sq meter	
ASSUMPTIONS & CALCULATIONS:					
Power Rate			\$0.100	per Kwh	
Heating Fuel	100% Natural Gas		\$0.930	perTherm	
Building K	120				
Example Calculation					
$\frac{(\text{leakage} \times \text{bldg "K"}) \times (\text{wind P factor}) \times (\text{HDD} \times 24 \times 60) \times (.075) \times (.243)}{100,000 \times \text{System Efficiency\%}}$					



Window Film

The specific buildings and windows to receive the window film are listed below for each of the two buildings.

Building Name	Qty of Windows	Total Sq. Ft. of Film
Gateway	242	1896
Library	10	319
Total Project	252	2,215

Film to be installed:
Llumar E1220 SR CDF (Silver)

WiFi Programmable Thermostats

1. Provide and install programmable thermostats for the equipment identified in the table below.
2. Remove all existing thermostats and dispose of properly. The Client may retain any existing thermostats if they desire.
3. Provide startup of thermostats verifying proper equipment operation.

Building	HVAC Description	Qty
Library	Single Zone Split Systems - Furnace	3
Main Warehouse	Unit Heaters	2
Main Warehouse	Furnace	1
Gateway	Single Zone Rooftop Unit	10

SCHEDULE D

COMPENSATION to ESCO

Following is a table showing the total installed cost for the Energy Conservation Measure (ECM) included in Schedule C – Scope of Work. The ECM Summary table below provides a synopsis of the measures included in the scope of work and identifies what the total cost will be for each scope item included. The total cost is the Turnkey Installed Cost which is due and payable to the ESCO under the terms set out in Section 6 of Schedule A.

Energy Conservation Measure and Associated Building	Turnkey Installed Price
GAT-Lighting Upgrade	\$41,063
LIB-Lighting Upgrade	\$5,816
WAR-Lighting Upgrade	\$2,541
POL-Lighting Upgrade	\$1,517
GAT-Water Conservation Measures	\$13,704
LIB-Water Conservation Measures	\$2,858
GAT-Building Envelope Improvements	\$7,266
LIB-Building Envelope Improvements	\$1,287
POL-Building Envelope Improvements	\$869
GAT-Window Film	\$9,756
LIB-Window Film	\$1,194
GAT-Programmable WiFi Thermostats	\$8,976
LIB-Programmable WiFi Thermostats	\$2,693
Bonds	\$2,046
Energy Awareness & WR	\$5,324
PROJECT TOTALS (for selected measures)	\$106,910

NOTES:

1. The Turnkey Installed Cost includes all Construction Costs (Labor, Material, associated installation costs), Design and Energy Engineering, Construction Management, Project Management, System Commissioning, Training, as well as Measurement & Verification to quantify and prove savings are achieved. The table above identifies costs for each individual scope of work included in Schedule C.
2. The Turnkey Installed Cost is a Guaranteed Max price that ensures no ESCO or Subcontractor-initiated change-orders. Any overage in the Total Installed Cost for the selected energy conservation measures; with scope of work as defined in Schedule C, shall be the responsibility of the ESCO.
3. ESCO will provide Payment and Performance Bonds for 100% of the Contract Sum.
4. This project pricing was put together based on the Scope of Work being tax exempt, so taxes have not been included in the above pricing.

5. This project is exempt from paying prevailing wages.
6. The anticipated Draw Schedule for the base project is shown below.

City of Obelin, KS
Projected Draw Schedule

Application for Payment (AFP)	AFP Date	AFP Amount	Notes
IGA Fee	8/31/2020	\$ 17,363.00	Separate IGA Agreement
AFP#1	8/31/2020	\$ 26,727.56	Mobilization
AFP#2	9/30/2020	\$ 69,491.64	Mobilization
AFP#3	10/31/2020	\$ 10,691.02	Progress Payment

SCHEDULE E

BASELINE ENERGY CONSUMPTION

The ESCO has completed a detailed utility analysis of the Client’s facility, and established a baseline for each individual building. Refer to Utility Analysis of Schedule P – Investment Grade Audit Report for comprehensive analysis regarding the utility consumption, graphical depiction of historical consumption and detailed information on each individual site.

Baseline

City of Oberlin
Total

BASELINE ENERGY USAGE						
Month	ELECTRIC		Gas	WATER	Sewer	\$
	kW	kWh	therms	kgals	kgals	Cost
JAN	-	82,904	8,728	1,709	-	\$ 12,860
FEB	-	67,806	6,810	2,218	-	\$ 10,309
MAR	-	65,492	5,951	3,270	-	\$ 9,552
APR	-	64,391	4,535	2,187	-	\$ 8,480
MAY	-	57,145	4,728	1,675	-	\$ 7,903
JUN	-	67,363	4,268	43,883	-	\$ 10,092
JUL	-	63,045	2,032	18,997	-	\$ 7,870
AUG	-	74,177	3,997	12,434	-	\$ 9,710
SEP	-	63,666	2,636	5,591	-	\$ 7,801
OCT	-	49,540	5,089	995	-	\$ 7,395
NOV	-	58,291	6,074	1,125	-	\$ 9,142
DEC	-	70,168	8,135	1,357	-	\$ 11,549
TOTALS	-	783,986	62,983	95,440	-	\$ 112,664

City of Oberlin
Gateway

BASELINE ENERGY USAGE						
Month	ELECTRIC		Gas	WATER	Sewer	\$
	kW	kWh	therms	kgals	kgals	Cost
JAN	-	14,600	2,416	920	-	\$ 2,708
FEB	-	12,880	1,596	370	-	\$ 2,094
MAR	-	13,360	1,180	1,726	-	\$ 1,972
APR	-	11,240	577	768	-	\$ 1,386
MAY	-	11,960	432	895	-	\$ 1,417
JUN	-	21,360	131	924	-	\$ 2,231
JUL	-	20,680	93	504	-	\$ 2,125
AUG	-	21,520	110	512	-	\$ 2,221
SEP	-	17,720	112	434	-	\$ 1,841
OCT	-	12,960	587	772	-	\$ 1,602
NOV	-	13,280	1,030	1,101	-	\$ 1,882
DEC	-	18,160	2,375	1,343	-	\$ 3,124
TOTALS	-	189,720	10,636	10,269	-	\$ 24,601

The electric baseline period is defined as the 12-month period of Jan 2018 thru Dec 2018.

The gas baseline period is defined as the average use between Jan 2016 thru Dec 2017.

The water baseline period is defined as the 12-month period of Jan 2018 thru Dec 2018.

City of Oberlin
Library

BASELINE ENERGY USAGE						
Month	ELECTRIC		Gas	WATER	Sewer	\$
	kW	kWh	therms	kgals	kgals	Cost
JAN	-	1,647	377	-	-	\$ 396
FEB	-	1,413	287	-	-	\$ 324
MAR	-	1,376	180	-	-	\$ 249
APR	-	1,397	129	-	-	\$ 213
MAY	-	1,382	72	-	-	\$ 182
JUN	-	2,287	39	-	-	\$ 253
JUL	-	2,646	34	-	-	\$ 287
AUG	-	2,831	38	-	-	\$ 310
SEP	-	2,270	33	-	-	\$ 250
OCT	-	1,584	70	-	-	\$ 201
NOV	-	1,415	219	-	-	\$ 282
DEC	-	1,411	368	-	-	\$ 391
TOTALS	-	21,658	1,845	-	-	\$ 3,338

The electric baseline period is defined as the average use between Jan 2017 thru Dec 2018.

The gas baseline period is defined as the average use between Jan 2016 thru Dec 2018.

City of Oberlin
Main Warehouse

BASELINE ENERGY USAGE						
Month	ELECTRIC		Gas	WATER	Sewer	\$
	kW	kWh	therms	kgals	kgals	Cost
JAN	-	1,201	1,153	-	-	\$ 706
FEB	-	1,098	934	-	-	\$ 565
MAR	-	995	619	-	-	\$ 389
APR	-	931	355	-	-	\$ 245
MAY	-	730	136	-	-	\$ 133
JUN	-	732	16	-	-	\$ 84
JUL	-	723	14	-	-	\$ 79
AUG	-	798	15	-	-	\$ 87
SEP	-	777	15	-	-	\$ 84
OCT	-	756	211	-	-	\$ 179
NOV	-	838	688	-	-	\$ 459
DEC	-	1,020	1,073	-	-	\$ 674
TOTALS	-	10,597	5,227	-	-	\$ 3,683

The electric baseline period is defined as the average use between Jan 2017 thru Dec 2018.

The gas baseline period is defined as the average use between Jan 2016 thru Dec 2018.

City of Oberlin
Police

BASELINE ENERGY USAGE						
Month	ELECTRIC		Gas	WATER	Sewer	\$
	kW	kWh	therms	kgals	kgals	Cost
JAN	-	501	242	-	-	\$ 209
FEB	-	415	205	-	-	\$ 176
MAR	-	352	146	-	-	\$ 131
APR	-	376	109	-	-	\$ 102
MAY	-	310	56	-	-	\$ 64
JUN	-	965	18	-	-	\$ 108
JUL	-	1,377	12	-	-	\$ 145
AUG	-	1,547	10	-	-	\$ 160
SEP	-	1,246	12	-	-	\$ 135
OCT	-	431	36	-	-	\$ 64
NOV	-	323	140	-	-	\$ 117
DEC	-	416	149	-	-	\$ 136
TOTALS	-	8,256	1,132	-	-	\$ 1,547

The electric baseline period is defined as the average use between Jan 2017 thru Dec 2018.

The gas baseline period is defined as the average use between Jan 2016 thru Dec 2018.

SCHEDULE F

SAVINGS GUARANTEE

A. Magnitude of Savings Guarantee

The table below identifies the amount of the annual Savings Guarantee in units of energy and associated dollar savings. The amounts identified for Operational Savings and Avoided Future Costs have been agreed to by Client and ESCO.

ENERGY CONSERVATION MEASURE	PROJECTED UTILITY SAVINGS					GUARANTEED UTILITY SAVINGS					OPERATIONAL SAVINGS	TOTAL GUARANTEED SAVINGS
	kWh	ccf	water kgal	sewer kgal	\$	kWh	ccf	water kgal	sewer kgal	\$	\$	\$
Lighting Upgrades												
GAT-Lighting Upgrade	48,359	-	-	-	\$ 4,836	46,425	-	-	-	\$ 4,643	\$ 580	\$ 5,223
LIB-Lighting Upgrade	6,431	-	-	-	\$ 643	6,174	-	-	-	\$ 617	\$ 77	\$ 694
WAR-Lighting Upgrade	1,743	-	-	-	\$ 174	1,673	-	-	-	\$ 167	\$ 21	\$ 188
POL-Lighting Upgrade	2,567	-	-	-	\$ 257	2,464	-	-	-	\$ 247	\$ 31	\$ 278
Water Conservation Measures												
GAT-Water Conservation Measures	-	60	152	152	\$ 1,453	-	58	146	146	\$ 1,395	\$ -	\$ 1,395
LIB-Water Conservation Measures	-	-	32	32	\$ 297	-	-	31	31	\$ 285	\$ -	\$ 285
Building Envelope Improvements												
GAT-Building Envelope Improvements	2,108	815	-	-	\$ 619	2,024	782	-	-	\$ 594	\$ -	\$ 594
LIB-Building Envelope Improvements	281	109	-	-	\$ 107	270	105	-	-	\$ 103	\$ -	\$ 103
POL-Building Envelope Improvements	258	93	-	-	\$ 85	248	89	-	-	\$ 82	\$ -	\$ 82
Window Film												
GAT-Window Film	8,764	794	-	-	\$ 1,273	8,413	762	-	-	\$ 1,222	\$ -	\$ 1,222
LIB-Window Film	2,630	58	-	-	\$ 305	2,525	56	-	-	\$ 293	\$ -	\$ 293
Programmable WiFi Thermostats												
GAT-Programmable WiFi Thermostats	6,474	322	-	-	\$ 808	6,215	309	-	-	\$ 776	\$ -	\$ 776
LIB-Programmable WiFi Thermostats	1,015	59	-	-	\$ 144	974	57	-	-	\$ 138	\$ -	\$ 138
TOTALS	80,630	2,310	184	184	\$ 11,001	77,405	2,218	177	177	\$ 10,561	\$ 709	\$ 11,270

B. Term of Guarantee

The term of the Energy Savings Guarantee is 13.25 Years.

C. Utility Rates Used to Calculate Utility Savings

The dollar savings values have been derived by applying average utility rates costs for each building to the calculated units of energy savings in each building.

The average rates that have been applied for calculating the dollar magnitude of savings are as follows:

City of Oberlin	Electric Demand (\$/kW)	Electric Consumption (\$/kWh)	Natural Gas (\$/ccf)	Water (\$/kgallon)	Sewer (\$/kgallon)
Gateway	\$ -	\$ 0.1000	\$ 0.500	\$ 5.00	\$ 4.34
Library	\$ -	\$ 0.1000	\$ 0.727	\$ 5.00	\$ 4.34
Warehouse	\$ -	\$ 0.1000	\$ 0.501	\$ 5.00	\$ 4.34
Police	\$ -	\$ 0.1000	\$ 0.638	\$ 5.00	\$ 4.34

These energy rates reflect the current utility costs for the Client.

SCHEDULE G

SAVINGS MEASUREMENT AND CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE

A. Savings Measurement & Methodology

The Measurement & Verification of all measures installed as part of this Project will follow either:

1. Federal Energy Management Program *M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 2.2.*, or
2. International Performance Measurement and Verification Protocol (*IPMVP Volume I EVO 10000-1:2012*), or
3. Engineering Calculations based on industry accepted standards, manufacturer data, and stipulated and/or measured values agreed to by the Client and ESCO.

The specific types of measurement and verification to be included in the Project are defined below:

- Engineering Calculations – savings have been calculated using standard engineering methods, manufacturer data, and stipulated and/or measured values during the Investment Grade Audit, and are agreed to by Client and ESCO. These savings are agreed to by the Client and ESCO for each measure listed as “Calculated”.
- IPMVP Option A – For each measure identified as using IPMVP Option A, the ESCO will utilize field measurements of the parameters that impact the savings for the given energy conservation measure. The ESCO will clearly identify the parameters to be measured, time of measurement and the number of measurements to be taken (i.e., verify the quantity of measurements that will be taken) to obtain an acceptable cross-sectional-percentage for each ECM. Both Client and ESCO will agree on an acceptable confidence and precision criteria.

(Note: All field measurements will be taken in the presence of Client and ESCO personnel and will be mutually signed-off on by both Client and ESCO staff.)

The table below provides a summary of the ECMs to be measured, the specific M&V methodology that will be utilized to verify the savings, the measured parameter(s), the number of times and/or duration of measurements, and the quantity of devices to be measured:

Table G.1: *Measurement & Verification Methodology by Energy Conservation Measure*

ECM Description	M&V Methodology	Measured Parameter	Number of times and/or duration measured
Lighting Upgrades			
LED Lamp Retrofits	Option A	kW	One-time
Arena Lighting Replacement			
Exterior Retrofits			
Water Conservation Measures			
Toilets	Option A	gallons	One-time
Urinals			
Sinks			
Building Envelope Improvements			
Weatherstripping./Sealing for Doors	Calculated	N/A	N/A
Window Film			
Controls			
Programmable WiFi Thermostats	Calculated	N/A	N/A

B. Measurement & Verification Reporting

The ESCO shall prepare and deliver a Measurement & Verification Report within 60-days following the signing of the Certificate of Final Completion in Schedule M. If there are seasonal items (i.e., boilers, chillers, etc.) that require a heating or cooling load for proper operation and measurement that the ESCO is unable to measure within the 60-day time period, ESCO will note those items in the report and submit a revised report when seasonal conditions allow for measurements.

The M&V Report will clearly identify the Guaranteed and Achieved savings levels for both the Construction Period (which may not necessarily be a one-year period) and Year 1, based on the M&V Plan identified here-in.

ESCO shall include a summary of all baseline adjustments, including calculations and assumptions used to derive each adjustment.

C. ECM Specific Measurement Methods

The ESCO will utilize the methods and formulae identified on the following pages to measure, calculate and verify savings for each ECM identified above as “Measured”.

The formulae and measurement parameters for each Measured ECM are as follows:

- a. Lighting savings will be verified by directly measuring the actual wattage consumption for a representative cross-sectional percentage of the retrofits. These measured values will then be compared to the values that were used for calculating the savings. When the average measured wattage value (for each representative fixture type measured) is less than the value used for savings calculations, the guaranteed savings values are being achieved.

There are numerous different retrofit applications for the Customer project (reference the lighting scope in the Construction Contract). The ESCO will identify the retrofit type that represents the vast majority of the energy savings, and will focus measurement endeavors on those fixture types. Savings for the measures that represent a very small percentage of the total lighting savings will be agreed to by the Customer and ESCO.

We will take M&V measurements of 10% of the fixtures that produce 90% of the lighting savings. Locations will be determined during the design & submittal phase.

Some criteria for the measurements:

- Where applicable – when multiple fixtures of the same type are on one switch, the power may be measured at the switch and then divided by the number of fixtures on the switch circuit to determine the wattage

per fixture.

- If there are voltage swings of a magnitude to necessitate adjustments, the readings will be scaled (using standard engineering calculations) back to a nominal value.
- The measured values will then be averaged and compared to the target wattage (i.e. the value used for the savings calculations). If the average measured wattage is less than the target wattage, the savings are achieved. If the average wattage is higher than the target value, then the steps identified in Schedule C – Guarantee – “Plan for Reconciling Savings Discrepancies” (Item D) will be followed.

b. Water Efficiency

- Water savings will be verified by directly measuring the actual water consumption for a representative cross-sectional percentage of the retrofits. These measured values will then be compared to the values that were used for calculating the savings. When the average measured water consumption value (for each representative fixture type measured) is less than the value used for savings calculations, the guaranteed savings values are being achieved.
- There are numerous different retrofit applications for the Customer project (reference the water scope in the Construction Contract). The ESCO will identify the retrofit type that represents the vast majority of the water savings, and will focus measurement endeavors on those fixture types. Savings for the measures that represent a very small percentage of the total water savings will be agreed to by the Customer and ESCO.

D. Measurement & Verification Templates

ESCO will work with the Client to develop templates of tables to utilize for verification of equipment performance. The Client’s staff will have the option to be present during all measurements and will have the opportunity to inspect all equipment and measurement devices utilized by ESCO in obtaining the field data that will be utilized to quantify the actual achieved energy saving levels for each measured ECM.

SCHEDULE H

FUNDING

The Client intends to sign, within 30 days of the date of signing the EPC agreement, a Lease Agreement, Escrow Agreement and/or other required documents with the Lessor that offers the best-value for the Client. The total annual lease payments under the Lease for purposes of Debt Service will be no more than \$11,393. These documents will be attached to this Energy Performance Contract as an addition to this Schedule H.

SAMPLE Cash Flow Table for Project

The Cash Flow table on the following page is provided as a reference to give the Client an understanding of how the financial parameters of the Energy Performance Contract will work. Actual Debt Service payment amounts will be per the Final Amortization Schedule in the Lease Agreement between Client and Lessor. The Final Amortization schedule must be structured such that annual Debt Service payments are less than the Total Funds Available for the project. If the rate and resulting Debt Service amount is LOWER than estimated in the Potential Cash Flow table then the Savings Guarantee will be reduced accordingly. If the rate is higher than estimated, the Term may need to be extended beyond the Financing Term reflected below, or perhaps a balloon payment plan may be utilized.

City of Oberlin
Potential Cash Flow for Energy Performance Contract Project (Energy)

Project Costs

Energy Measures Installed Cost	\$ 106,910
Investment Grade Audit Fee	\$ 17,363
Closing Costs / Legal Fees	\$ -
Utility Incentives	\$ -
Def.Maint/Capital Contribution	\$ -
Net Capitalized Costs	\$ 124,273

Projected Annual Savings

Utility Cost Savings	\$ 11,001
O&M Savings	\$ 709
Repair & Replace Savings	\$ -

Total Annual Savings \$ 11,710

Annual Costs

On-Going Technical Service / M&V	\$ -
Avoided Future Costs	\$ -

Finance Factors

Term (10 to 15 Year)	13.25 years
Rate (Range 2.8% to 3.8%)	2.85%
Escalation Rate	2.0%
Energy Escalation Rate	2.0%

YEAR	PROJECTED UTILITY COST SAVINGS	GUARANTEED UTILITY COST SAVINGS	OPER & MAINT / R&R COST SAVINGS	AVOIDED FUTURE COST	TOTAL FUNDS AVAILABLE	DEBT SERVICE	ON-GOING TECHNICAL SERVICE FEE	GUARANTEED PROGRAM COST	PROJECTED EXCESS SAVINGS
Interim	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
1	\$11,001	\$10,561	\$709	\$0	\$11,270	\$11,393	\$0	\$11,393	\$318
2	\$11,221	\$10,772	\$723	\$0	\$11,495	\$11,393	\$0	\$11,393	\$551
3	\$11,445	\$10,987	\$737	\$0	\$11,724	\$11,393	\$0	\$11,393	\$789
4	\$11,674	\$11,207	\$752	\$0	\$11,959	\$11,393	\$0	\$11,393	\$1,033
5	\$11,907	\$11,431	\$767	\$0	\$12,198	\$11,393	\$0	\$11,393	\$1,281
6	\$12,145	\$11,660	\$782	\$0	\$12,442	\$11,393	\$0	\$11,393	\$1,534
7	\$12,388	\$11,893	\$798	\$0	\$12,691	\$11,393	\$0	\$11,393	\$1,793
8	\$12,636	\$12,131	\$814	\$0	\$12,945	\$11,393	\$0	\$11,393	\$2,057
9	\$12,889	\$12,374	\$830	\$0	\$13,204	\$11,393	\$0	\$11,393	\$2,326
10	\$13,147	\$12,621	\$847	\$0	\$13,468	\$11,393	\$0	\$11,393	\$2,601
11	\$13,410	\$12,873	\$864	\$0	\$13,737	\$11,393	\$0	\$11,393	\$2,881
12	\$13,678	\$13,130	\$881	\$0	\$14,011	\$11,393	\$0	\$11,393	\$3,166
13	\$13,952	\$13,393	\$899	\$0	\$14,292	\$11,393	\$0	\$11,393	\$3,458
14	\$14,231	\$13,661	\$0	\$0	\$13,661	\$0	\$0	\$0	\$14,231
15	\$14,516	\$13,934	\$0	\$0	\$13,934	\$0	\$0	\$0	\$14,516
16	\$14,806	\$14,213	\$0	\$0	\$14,213	\$0	\$0	\$0	\$14,806
17	\$15,102	\$14,497	\$0	\$0	\$14,497	\$0	\$0	\$0	\$15,102
18	\$15,404	\$14,787	\$0	\$0	\$14,787	\$0	\$0	\$0	\$15,404
19	\$15,712	\$15,083	\$0	\$0	\$15,083	\$0	\$0	\$0	\$15,712
20	\$16,026	\$15,385	\$0	\$0	\$15,385	\$0	\$0	\$0	\$16,026
TOTALS	\$267,290	\$256,593	\$10,403	\$0	\$266,996	\$148,104	\$0	\$148,104	\$129,589

Notes:

- 1) ESP guarantees the energy savings identified in column 3 will be achieved. 100% of excess savings used at Client's discretion.
- 2) Escalation rates are conservative estimates to reflect increased utility and maintenance costs/savings over time.
- 3) Maintenance savings represent reduced costs for outsourced maintenance and materials costs, but no internal labor savings.

SCHEDULE I

STANDARDS OF COMFORT / OPERATING PARAMETERS

Listed below are the standards of comfort / operating parameters at which the savings calculations and the subsequent guaranteed energy savings are based upon.

Temperature Set Points	Heating	Cooling
Occupied	70	72
Unoccupied	65	80

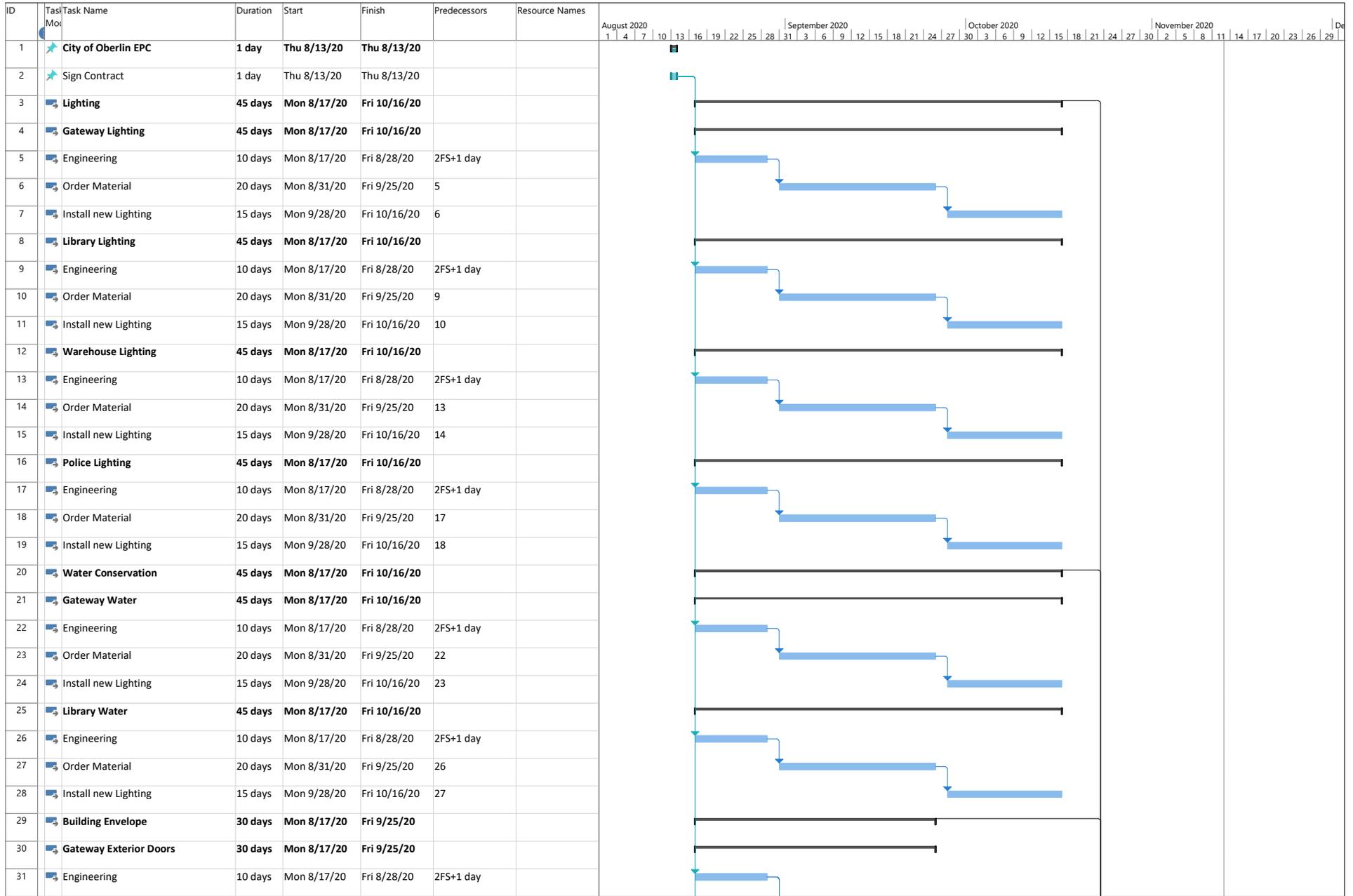
The typical occupied schedules for each building while school is in session is as follows:

Building	Occupied	Day of Week	Notes
Gateway	8-12 hours/day	S-S	Offices and Mixed-Use Building
Library	10-11 hours/ day 8 hours/day 4 hours/day	M-Th F-S Sunday	
Warehouse	7 am – 5 pm	M-F	Intermittent Occupancy and Use
Police	8-10 hours per day	S-S	

SCHEDULE J

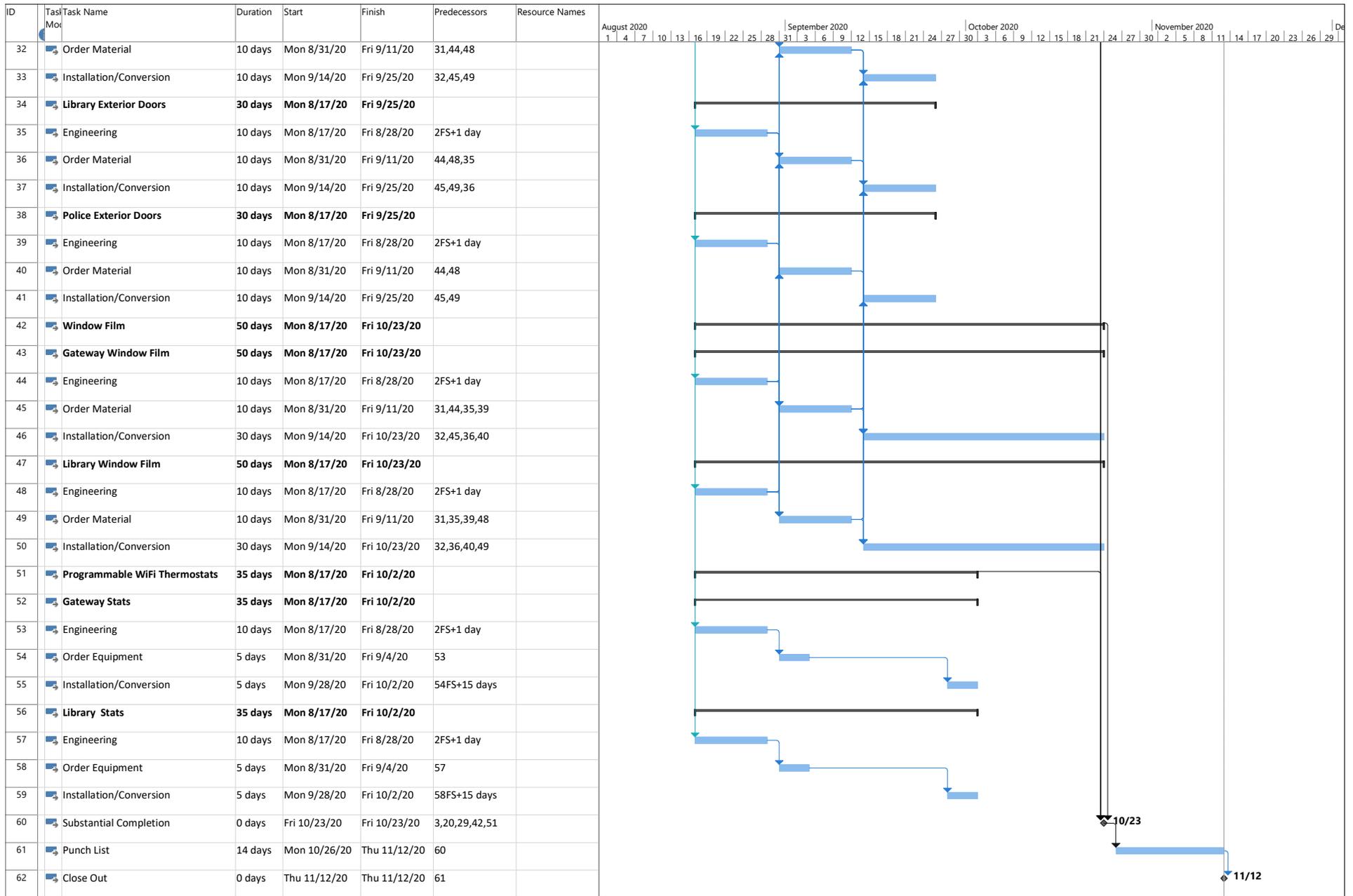
CONSTRUCTION & INSTALLATION SCHEDULE

See next page for full construction schedule. The actual start date of the schedule will be adjusted to match the Contract Start Date and/or the date that proof of financing or funding is in place.



Project: City of Oberlin
Date: Tue 7/21/20

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	



Project: City of Oberlin
Date: Tue 7/21/20

Task	Project Summary	Manual Task	Start-only	Deadline	Progress
Split	Inactive Task	Duration-only	Finish-only	Manual Summary Rollup	External Tasks
Milestone	Inactive Milestone	Manual Summary	External Milestone	Manual Progress	External Tasks
Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress	External Tasks

SCHEDULE K

TRAINING RESPONSIBILITIES

ESCO will provide Client with the following training in order to ensure that Client staff fully understands how to operate and maintain the equipment for optimal energy efficiency.

OVERVIEW

Following the conclusion of construction, ESCO will meet with building staff to describe warranty management support for energy conservation measures during the first year of operation. During this meeting ESCO will also identify any concerns from building staff about the scope of the Energy Performance Contract.

In consultation with the Client, ESCO will design and lead an energy awareness outreach workshop to the community that summarizes all energy conservation measures put in place. ESCO will provide energy conservation resources for the Client to use in communications with the local community.

SCHEDULE L

MAINTENANCE RESPONSIBILITIES

ESCO Maintenance Responsibilities

The Client has elected not to have ESCO provide any on-going maintenance services as part of this Contract, so ESCO does not have any responsibilities with respect to maintaining the equipment over time.

SCHEDULE M

CERTIFICATES OF COMPLETION

The Certificates of Completion presented in this schedule will serve as templates for approval and sign-off by Client and ESCO for Substantial Completion and Final Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION BY SCOPE OF WORK

LOCATION	SCOPE OF WORK	SUBSTANTIAL COMPLETION DATE	SIGN-OFF (INITIALS)	
			CLIENT	ESCO

The Scope of Work to which this Certificate applies has been inspected by authorized representatives of the Client and ESCO and found as itemized and dated above to be substantially complete.

A "Punch-List" of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the ESCO to complete all of the Scope of Work in accordance with this Contract. The items in the tentative list shall be completed or corrected by the ESCO within _____ days of the above date of Substantial Completion.

ESCO:

_____ By _____
 Date
 Print Name: _____
 Title: _____

CLIENT:

_____ By: _____
 Date
 Print Name: _____
 Title: _____

CERTIFICATE OF FINAL COMPLETION

The undersigned hereby certifies:

1. All work including work required under change order(s) has been performed in accordance with the terms of this Contract.
2. All changes to the work (except minor modifications and field adjustments) have been authorized in writing by the Client.
3. The Punch List items as agreed upon at Substantial Completion have all been remedied.
4. The Project Closeout Documents as defined in Schedule N have been provided to the Client.

ESCO:

_____ By _____
Date
Print Name: _____
Title: _____

CLIENT:

_____ By: _____
Date
Print Name: _____
Title: _____

SCHEDULE N

PROJECT CLOSEOUT DOCUMENTS

1. ESCO shall provide to the Client an electronic copy of the items identified in the table below:

PROJECT CLOSEOUT DOCUMENTATION					
	Approved Submittals	O&M Manuals	Warranty Information	Sequence of Operation	As-Built Drawings
ECM					
GAT-Lighting Upgrade	X	X	X		
LIB-Lighting Upgrade	X	X	X		
WAR-Lighting Upgrade	X	X	X		
POL-Lighting Upgrade	X	X	X		
GAT-Water Conservation Measures	X	X	X		
LIB-Water Conservation Measures	X	X	X		
GAT-Building Envelope Improvements	X	X	X		
LIB-Building Envelope Improvements	X	X	X		
POL-Building Envelope Improvements	X	X	X		
GAT-Window Film	X	X	X		
LIB-Window Film	X	X	X		
GAT-Programmable WiFi Thermostats	X	X	X		
LIB-Programmable WiFi Thermostats	X	X	X		

2. ESCO shall provide a summarized ECM matrix that details all the start and end dates for the warranties as well as the associated contractors and manufacturers that apply.
3. Complete printed sets of the documentation can be provided to the Client at a cost of \$500 per set.

SCHEDULE O

WARRANTIES

The following items carry warranties from the manufacturer or others that are separate and in addition to the one-year parts and labor warranty provided by the ESCO. All warranties start at the time of Substantial Completion unless otherwise noted:

ECM	Components	Warranty
LED Lighting	LED Lamp	2% Replacement Stock Provided at time of installation. Extended Warranties Vary (5-10 years depending on product)
	New LED Fixtures	
Water Conservation	Toilets Urinals Sinks	3 years Warranty on Toilets and Urinals. Lifetime MFG Warranty on Aerators
Window Film	Window Film	10 Year limited Warranty
Building Envelope	Seals for Doors	Caulks, sealants – 40 year Warranty

SCHEDULE P

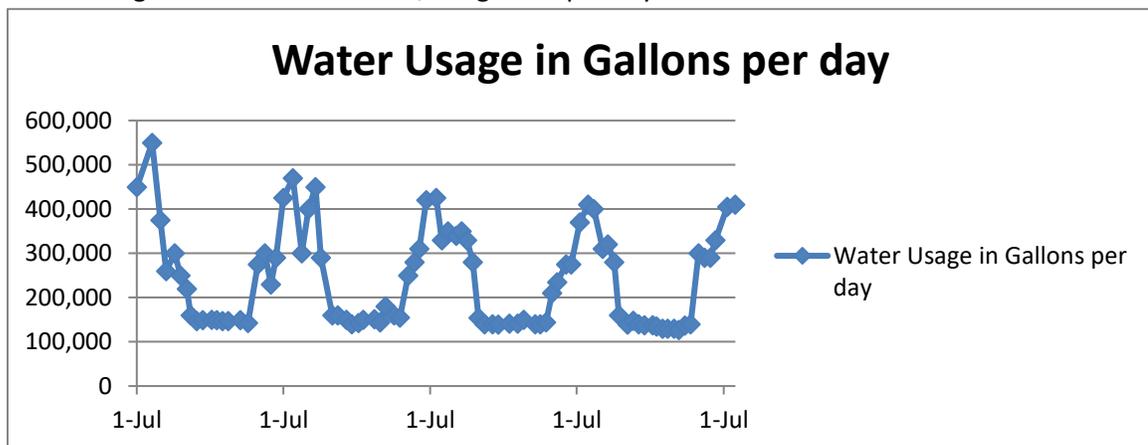
INVESTMENT GRADE AUDIT

The ESCO has completed a comprehensive Investment Grade Audit of Client facilities. The findings of this report are included as support documentation for the Energy Performance Contract, and the IGA Report is submitted under separate cover.

To: Mayor and Oberlin City Council

From: City Foreman David Sporn

1. To-date we still have not received enough applicants to begin the Street project. I plan to keep advertising in hopes to at least get one street done this year.
2. The IES line improvement project has been progressing well. I estimate that they have about one to one and a half weeks of work left in Oberlin before they are completed with this project.
3. The water project has been progressing also. They have nearly 2 blocks installed of new water main and water services.
4. I have been working on the KDHE permitting of proposed the new burn pile location. I am in the early stages but hope that KDHE will honor our current permit for the new location. If not, a permit application and an onsite inspection will have to occur and as a result, possible tighter restrictions may be imposed.
5. Short current dept duties;
 - a. Line- assist with the IES project, line component rebuilding
 - b. Street- brick replacement, street sweeping, grading
 - c. Water- CDGB project assist, street valve install, locates
 - d. C/P- mowing, weed eating, spraying
 - e. Foreman- CDGB project supervision, assist water dept, burn pile approval
6. Water Usage has been around 400,000 gallons per day.



Questions/Comments?

City of Oberlin
City Share of County 1% Local Sales Tax Receipts

	Combined Total Compensating Use and Sale Tax										Monthly
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Average</u>
Jan	9,985.62	10,287.97	12,413.13	10,718.01	11,958.35	9,462.39	10,137.30	10,696.77	10,595.60	11,643.20	10,632.62
Feb	9,265.06	15,317.45	12,754.54	10,482.80	14,184.06	14,211.40	10,035.06	10,428.31	11,730.02	12,770.76	11,965.40
Mar	11,222.52	12,011.30	12,867.30	12,770.49	11,371.45	12,518.75	8,826.54	11,298.11	9,730.12	11,506.90	11,243.40
Apr	10,683.76	9,217.39	9,357.39	10,592.09	9,930.44	7,834.05	11,039.07	9,719.62	12,365.25	13,671.01	10,129.07
May	9,964.25	10,059.72	12,197.87	19,825.39	12,367.06	11,836.25	10,310.10	10,833.86	10,770.72	10,546.40	11,711.61
Jun	9,323.96	10,961.76	11,458.11	12,395.91	13,616.40	8,607.49	9,763.87	9,342.18	11,154.81	10,433.28	10,525.32
Jul	8,362.93	8,979.12	10,894.41	14,977.72	10,214.54	11,238.90	11,661.68	11,373.01	10,551.30	10,748.53	10,622.82
Aug	11,365.80	10,389.27	12,306.03	19,970.12	12,014.44	10,711.75	13,191.39	12,844.71	9,785.39	-	12,353.25
Sep	9,916.29	11,817.66	10,777.28	14,389.11	11,197.53	11,289.36	8,921.29	14,011.65	12,595.25	-	11,309.11
Oct	12,206.93	13,791.86	11,953.06	12,738.50	11,500.53	12,020.11	12,095.05	13,970.72	11,539.88	-	12,064.43
Nov	14,026.08	10,989.41	11,774.98	15,836.42	13,009.91	11,186.51	11,669.46	12,589.73	12,157.65	-	12,333.78
Dec	12,348.90	9,722.01	11,818.67	10,470.56	11,606.29	12,755.15	9,480.12	10,766.48	12,010.79	-	11,023.94
	<u>128,672.10</u>	<u>133,544.92</u>	<u>140,572.77</u>	<u>165,167.12</u>	<u>142,971.00</u>	<u>133,672.11</u>	<u>127,130.93</u>	<u>137,875.15</u>	<u>134,986.78</u>	<u>81,320.08</u>	
	Total Combined Compensating Use and Sales Tax Received									1,435,977.73	
	Overall Monthly Average									127 Months	11,306.91

City of Oberlin
Pool Sales Tax 1.5%

	Combined Compensating Use and Sales Taxes										Monthly
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Average</u>
Jan	-	-	-	25,113.79	27,878.94	25,071.42	28,050.89	27,304.57	28,654.58	28,080.94	27,165.02
Feb	-	-	-	25,812.17	35,654.30	38,949.35	27,276.00	26,193.54	30,136.30	33,989.44	31,144.44
Mar	-	-	-	26,557.20	29,240.90	33,459.39	23,601.06	26,250.03	26,330.45	24,910.52	27,192.79
Apr	-	-	-	25,361.14	25,126.89	21,767.04	29,859.93	24,359.68	27,703.58	30,227.49	26,343.68
May	-	-	1,467.26	29,197.14	27,105.35	32,218.75	27,549.71	29,431.59	27,379.99	27,964.00	28,901.97
Jun	-	-	24,886.18	29,873.34	33,842.30	24,013.85	26,235.58	26,581.55	32,222.62	28,204.84	28,232.53
Jul	-	-	24,921.71	29,566.17	29,120.74	29,477.11	31,657.01	29,115.06	29,251.07	28,726.19	25,388.61
Aug	-	-	28,367.49	31,204.89	29,646.03	27,381.82	29,792.86	36,510.06	24,932.23	-	29,690.77
Sep	-	-	27,807.99	32,435.03	29,933.21	29,188.82	26,014.42	38,172.28	39,089.85	-	31,805.94
Oct	-	-	27,843.89	32,038.99	26,786.35	29,454.74	31,921.94	38,432.74	27,747.26	-	30,603.70
Nov	-	-	28,875.57	30,695.26	33,486.32	31,226.26	29,419.79	31,966.63	30,879.89	-	30,935.67
Dec	-	-	28,890.71	26,204.31	27,669.43	34,929.73	26,304.10	30,714.92	31,619.17	-	29,476.05
	-	-	193,060.80	344,059.43	355,490.76	357,138.28	337,683.29	365,032.65	355,946.99	202,103.42	

Total Combined Compensating Use and Sales Tax Received	2,510,515.62
Overall Monthly Average	86 Months 29,192.04

2020 Board Meeting Notes for Month of July

Attending: Matt Barnes Ruth Wolfram Ronda Schroer Warren Bainter Vicky Ray
Linda Dixon Sally Henningson Jim Wasson Marlene Moxter

Minutes from previous month approval:

Motioned by: Warren
Seconded by: Vicky
Passed or Opposed: Passes

Financial Statement Approval:

Motioned by: Warren
Seconded by: Jim
Passed or Opposed: Passes

Donations:

\$17,000 City Appropriation
\$800 Dane G. Hansen Grow Grant for classes. None scheduled at present time, Keely will schedule soon.

Personnel:

Nothing new to report

Facility and Maintenance:

- *Ronda is finalizing the Hansen Grant application for the parking lot.
- *Marcia Lohofener ask the board to look at the drainage pipe that comes out from the east side of the building. She lives in the house across the alley and the drainage from the library has never been completed. Several members will look after the meeting.

Financials:

Financials are completed and checks are ready to be signed.

Miscellaneous:

- *The Rotary Club has agreed to pay for the purchase of four new lounge chairs to replace the old ones. Ronda will order these.
- *George Seamon is planning to have zoom meeting to train board members this year. The tentative schedule is Wed. Aug 19th at 6pm for new board members (Sally Henningson). Sally will do this at the library. On Thurs. Aug. 20th at 6pm for update training and Tues. Aug. 25th at 6pm for a Q and A session. The link is on the NWKLS.org and Ronda will forward the info in the email to all board members.
- *Full System meeting will also be on zoom on Aug. 12th at noon Jody is the library representative.
- *It was discussed to not change any of the COVID-19 policies. The library will open on Saturdays again.
- *Talk series books have not arrived. The series will be planned for September to November.
- *State library of KS grant to help with COVID is being applied for. Ronda will put in for a lap top to use as an offsite librarian use. We currently do not have this access. Ronda will have this done by the end of the month.
- *Jim is working on keeping books stocked at Wheatridge. GSC is closed for us.
- *Marlene reported that the FoOLs have had a meeting. They will not meet again until next January. They cannot schedule a mystery theatre at this time. They thought they could help with snack money and money for the landscaping project. They will do a book sale this fall if it is possible.

Warren motioned for adjournment and Linda seconded. Meeting was adjourned.

Next meeting Monday August 24th, 2020 at 5 p.m.