

COUNCIL MEETING PACKET

For

March 1, 2018

Monday

5:00 P.M.

Council Meeting

City of Oberlin, Kansas

Gateway 1 & 2

Oberlin, Kansas

AGENDA
CITY COUNCIL MEETING
Gateway 1 & 2 – Oberlin, Kansas
March 1, 2018
5:00 PM

Meeting Called to Order – Mayor Ladd Wendelin

ROLL CALL of the Members of the City Council and determination of quorum.
Marchello _____ Oien _____ Lohofener _____ Gawith _____ Garner _____

PLEDGE OF ALLEGIANCE to the Flag

BOARDS

- Appoint Jim Wasson to replace Dave Olson on the Library Board for a term of 4 years, ending April 2022.

PUBLIC COMMENT

- Oral Communications from the Audience

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

- Approval of minutes of previous meetings
- Appropriation Ordinance (Payment of Bills)
Motion _____ Second _____

New Business

1. KDHE Grant for Expansion of Wastewater Treatment Lagoon System and Approval of Ordinance – Chris Miller
2. MILCO Environmental Services Remediation Agreement – Chris Miller
3. Update of Projects at Sappa Park and the Community by Pheasants Forever – Mike Neff
4. Farmer's Market Request – Amy Carman

EXECUTIVE Sessions

- #1 Executive Session on matters deemed privileged in attorney-client relationship 5 min.
- #2 Executive Session on matters deemed privileged in attorney-client relationship 5 min.

REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

- Mayors Report
- Administrators Report
 - Next Council Meeting October 5, 2017
 - Economic Impact Study of Airports
 - Update on water south of town
 - Event Update
 - Decatur Grows Grant Application
 - Bucket Truck
 - CVB
- Public Works Department
 - Report Available for Discussion
- Treasurers Report
 - Sales Tax
- Other Reports

ADJOURNMENT

- Action – Motion to Adjourn
Motion _____ Second _____

Division of Environment
Bureau of Water
Municipal Programs Section
Curtis State Office Building
1000 SW Jackson Street
Topeka, Kansas 66614-1376



Phone: 785-296-5527
Fax: 785.296.0086
Rod.Geisler@ks.gov
www.kdheks.gov

Darian P. Dernovich, Interim Secretary

Department of Health & Environment

Sam Brownback, Governor

January 26, 2018

Ms. Halley Roberson
City Administrator
City Hall
1 Morgan Dr.
Oberlin, KS 67749

Re: Oberlin, Kansas
Wastewater Treatment Lagoon
Wetlands Cell Improvement
KWPCRF Proj. No. C20 1529 01
Amendment No. 6 to the Loan Agreement

Dear Ms. Robinson:

We are pleased to forward two complete copies of the Sixth Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) loan to the City of Oberlin for the wastewater treatment improvements project. One additional copy of the signature page is also attached. An additional copy is attached for the city to share with the City Attorney, as the city must pass an ordinance and an opinion letter from the city attorney is also required for this action. This Sixth Amendment increases the Loan Amount by \$813,500 and provides principal forgiveness for certain costs of the Wastewater Treatment Facility Improvements also in the estimated amount of \$813,500, and also adjusts the repayment schedule in Exhibit B to reflect this increase in loan amount and the principal forgiveness. To briefly explain, the original design of the wastewater treatment lagoon was a "cutting edge" design for municipal domestic strength sewage utilizing plastic liners to assure protection of very shallow groundwater at the site as required by Kansas regulations adopted in 2004, and treatment performance to remove pollutants discharged with the effluent to the receiving stream was impaired. This was one of the first designs to utilize this technology and design, and the city has been cooperative and gracious in pursuing a long term improvement and solution. The KWPCRF is now in a financial position to provide additional funding for additional construction improvements, and also to provide principal forgiveness for the additional costs as will be incurred by the city.

The enclosed Amendment revises the original Loan Agreement. Section 2.01 Amount of the Loan has been revised from \$1,759,080.85 to \$2,572,580.85, and additional principal forgiveness in the estimated amount of \$813,500 is provided in the repayment schedule, increasing the principal forgiveness amount to \$902,952.93. The final actual amount of the loan and the principal forgiveness will be adjusted based on the final actual cost of additional improvements, and a small amount of temporary financing interest will be incurred by the city under the loan between the time of project cost payment and principal forgiveness action, and this interest expense can be paid by loan funds. The revised semiannual repayment amount is not changed at this time, but remains \$49,078.99 (\$98,157.98 per year).

We ask the City review the amendment and for all four copies of the signature page (page 3), the Mayor sign, the City Clerk attest by signature, date and affix the City seal. The copy marked City Copy is retained by the City and the copy marked KDHE copy which includes the extra signature pages must be returned to this office along with the following:

1. A copy of the adopted ordinance for the execution of a loan agreement between the municipality and KDHE. (This Form is available by e-mail transmittal in a Word or PDF Format, by contact Ms. Brenda Diegel at 785-296-4262.)
2. A copy of the Affidavit in Proof of Publication for the above mentioned ordinance.
3. An original copy of the excerpt of minutes indicated the date the above mentioned ordinance was adopted. (This Form is available by e-mail transmittal in a Word or PDF Format, by contact Ms. Brenda Diegel at 785-296-4262.)
4. The original Opinion of Counsel letter from the City Attorney. (This Form is available by e-mail transmittal in a Word or PDF Format, by contact Ms. Brenda Diegel at 785-296-4262.)

If you should have any questions, please contact me at 785-296-5527 or by e-mail at Rod.Geisler@ks.gov.

Sincerely yours,

Division of Environment



Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water

RRG:rw

Enclosure

Sixth Amendment (3 copies) and Signature Pages (1 add'l)

Pc: Miller & Assoc (C. Miller) w/ encl
NWDO
RG
2.1 file

SIXTH AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

OBERLIN, KANSAS
KWPCRF PROJECT NO.: C20 1529 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF MAY 25, 2004

AMENDMENT NO.: 6
EFFECTIVE AS OF JANUARY 5, 2018

Sixth Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and Oberlin, Kansas
Effective as of January 5, 2018

WHEREAS, the City of Oberlin, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of May 25, 2004 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 1529 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, this Sixth Amendment to the Loan Agreement has been duly authorized and approved by the Kansas Development Finance Authority (attached hereto as Exhibit 1).

WHEREAS, this Sixth Amendment to the Loan Agreement is entered into and effective as of January 5, 2018;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibit(s) A, B, C, D, F and G of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND OBERLIN, KANSAS are hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Sixth Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of January 5, 2018.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By: *Scott Anderson*
Acting Secretary

"KDHE"

Date: 1-24-18

OBERLIN, KANSAS

By: _____

Title: _____

(Seal)

ATTEST:

By: _____
Title: _____

Date: _____

The "Municipality"

CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE SIXTH AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND OBERLIN, KANSAS

WHEREAS, pursuant to the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 et seq. (the "Act"), the State of Kansas has established the Kansas Water Pollution Control Revolving Fund for the purposes of the Federal Water Quality Act of 1987 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement as amended, pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Wastewater Treatment Projects and to pledge the interest portion of the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective May 25, 2004, with Oberlin, Kansas (the Municipality) for the benefit of KWPCRF Project No. C20 1529 01; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a Sixth Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent, in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

- (1) The Authority acknowledges receipt of the Sixth Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Oberlin, Kansas effective as of January 5, 2018;
- (2) The Authority consents to the execution of the Sixth Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By *R. L. Ford*
Executive Vice-President

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~One Million Seven Hundred Fifty Nine Thousand Eighty dollars and Eighty Five cents [1,759,080.85]~~ Two Million Five Hundred Seventy Two Thousand Five Hundred Eighty dollars and Eighty Five cents [\$2,572,580.85] to the Municipality to pay the costs of the Project described in Exhibit A hereto. The project also receives up to ~~\$89,452.93~~ \$902,952.93 of principal forgiveness. The final actual amount of the Loan and the amount of principal forgiveness may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

EXHIBIT A

DESCRIPTION OF THE PROJECT

The project consists of construction of a new sewage pumping station and three cell discharging lagoon treatment system.

The project includes a separate contract to purchase and install solar powered mixers to the wastewater treatment lagoon, being funded with ARRA funds.

The project also includes construction of an additional wetland/lagoon treatment cell.

EXHIBIT B

LOAN REPAYMENT SCHEDULE
(See Page 8)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

Principal Forgiveness

The principal forgiveness amount is calculated at 50% of the final actual costs of construction and design costs of the "green components" of the project design, as defined by EPA and refined by KDHE in the guidance documents applicable to the ARRA Clean Water State Revolving Funds program, and is the amount of \$89,452.93. The "green components" of the project design are listed in Exhibit D of this Loan Amendment. The construction contract was awarded prior to the February 17, 2010 deadline as required by the ARRA funding for the Solar Mixers contract. The Sixth Amendment to the Loan Agreement provides up to \$813,500 Principal Forgiveness.

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Estimated Draws - Actual Interest Rate
 Amortization of Loan Costs - AMENDED
 Prepared for:
 City of Oberlin, Project No. C20 1529-01

Project Principal: 2,572,580.85
 Interest During Const.: 0.00
 Service Fee During Const.: 0.00
 Gross Loan Costs: 2,572,580.85
 Green Component: 178,905.85
 Principal Forgiveness: 902,952.93
 Amortization Amount: 1,669,627.92

1/4/2018
 Gross Rate: 2.77%
 Service Fee Rate: 0.25%
 Loan Interest Rate: 2.52%
 1st Payment Date: 9/1/2006
 Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Principal Added	Interest Payment	Principal Payment	Principal Forgiveness	Service Fee	Total Payment	Ending Balance
1	9/1/2006	414,775.00		1,045.23	95,665.14		103.69	96,814.06	319,109.86
2	3/1/2007	319,109.86	713,755.00	9,254.72	86,641.21		918.13	96,814.06	946,223.65
3	9/1/2007	946,223.65	254,770.00	13,470.97	82,006.68		1,336.41	96,814.06	1,118,986.97
4	3/1/2008	1,118,986.97	196,875.00	15,601.48	28,505.43		1,547.77	45,654.68	1,287,356.54
5	9/1/2008	1,287,356.54		16,220.69	27,824.79		1,609.20	45,654.68	1,259,531.75
6	3/1/2009	1,259,531.75		15,870.10	28,210.17		1,574.41	45,654.68	1,231,321.58
7	9/1/2009	1,231,321.58		15,514.65	28,600.88		1,539.15	45,654.68	1,202,720.70
8	3/1/2010	1,202,720.70		15,154.28	32,335.53		1,503.40	48,993.21	1,170,385.17
9	9/1/2010	1,170,385.17		14,746.85	29,444.85		1,462.98	45,654.68	1,140,940.32
	2/11/2011	1,140,940.32				89,452.93		89,452.93	1,051,487.39
10	3/1/2011	1,051,487.39	178,905.85	15,951.65	32,143.89		1,582.51	49,678.05	1,198,249.35
11	9/1/2011	1,198,249.35		14,972.71	32,620.89		1,485.39	49,078.99	1,165,628.46
12	3/1/2012	1,165,628.46		14,686.92	32,935.03		1,457.04	49,078.99	1,132,693.43
13	9/1/2012	1,132,693.43		14,271.94	33,391.18		1,415.87	49,078.99	1,099,302.25
14	3/1/2013	1,099,302.25		13,851.21	33,853.65		1,374.13	49,078.99	1,065,448.60
15	9/1/2013	1,065,448.60		13,424.65	34,322.53		1,331.81	49,078.99	1,031,126.07
16	3/1/2014	1,031,126.07		12,992.19	34,797.89		1,288.91	49,078.99	996,328.18
17	9/1/2014	996,328.18		12,553.74	35,279.84		1,245.41	49,078.99	961,048.34
18	3/1/2015	961,048.34		12,109.21	35,768.47		1,201.31	49,078.99	925,279.87
19	9/1/2015	925,279.87		11,658.53	36,263.86		1,156.60	49,078.99	889,016.01
20	3/1/2016	889,016.01		11,201.60	36,766.12		1,111.27	49,078.99	852,249.89
21	9/1/2016	852,249.89		10,738.35	37,275.33		1,065.31	49,078.99	814,974.56
22	3/1/2017	814,974.56		10,268.68	37,791.59		1,018.72	49,078.99	777,182.97
23	9/1/2017	777,182.97		9,792.51	38,315.00		971.48	49,078.99	738,867.97
24	3/1/2018	738,867.97		9,309.74	38,845.67		923.58	49,078.99	700,022.30
25	9/1/2018	700,022.30		8,820.28	39,383.68		875.03	49,078.99	660,638.62
	9/1/2018	660,638.62	813,500.00	1,708.35			169.48	1,877.83	1,474,138.62
	10/1/2018	1,474,138.62				813,500.00		813,500.00	660,638.62
26	3/1/2019	660,638.62		8,324.05	39,929.14		825.80	49,078.99	620,709.48
27	9/1/2019	620,709.48		7,820.94	40,482.16		775.89	49,078.99	580,227.32
28	3/1/2020	580,227.32		7,310.86	41,042.85		725.28	49,078.99	539,184.47
29	9/1/2020	539,184.47		6,793.72	41,611.29		673.98	49,078.99	497,573.18
30	3/1/2021	497,573.18		6,269.42	42,187.60		621.97	49,078.99	455,385.58
31	9/1/2021	455,385.58		5,737.86	42,771.90		569.23	49,078.99	412,613.68
32	3/1/2022	412,613.68		5,198.93	43,364.29		515.77	49,078.99	369,249.39
33	9/1/2022	369,249.39		4,652.54	43,964.89		461.56	49,078.99	325,284.50
34	3/1/2023	325,284.50		4,098.58	44,573.80		406.61	49,078.99	280,710.70
35	9/1/2023	280,710.70		3,536.95	45,191.15		350.89	49,078.99	235,519.55
36	3/1/2024	235,519.55		2,967.55	45,817.04		294.40	49,078.99	189,702.51
37	9/1/2024	189,702.51		2,390.25	46,451.61		237.13	49,078.99	143,250.90
38	3/1/2025	143,250.90		1,804.96	47,094.97		179.06	49,078.99	96,155.93
39	9/1/2025	96,155.93		1,211.56	47,747.24		120.19	49,078.99	48,408.69
40	3/1/2026	48,408.69		609.95	48,408.69		60.35	49,078.99	0.00
Totals			2,157,805.85	383,919.35	1,669,627.92	902,952.93	38,087.10	2,994,587.30	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:

The project consists of construction of a new sewage pumping station and three cell discharging lagoon treatment system.

The project includes a separate contract to purchase and install solar powered mixers to the wastewater treatment lagoon, being funded with ARRA funds.

The project also includes construction of an additional wetland/lagoon treatment cell.

- a. Advertising for bids within 30 days of authorization to advertise.
- b. Bid opening no sooner than 30 days after advertisement for bids.
- c. Contract award within 60 days of bid opening.
- d. Issuance of notice to proceed within 30 days of contract award.
- e. Initiation of operation no later than September 15, 2004.
- f. Project Performance Certification 365 days following Initiation of Operation.

No change may be implemented by the Municipality, which will delay or accelerate this schedule without prior approval of KDHE. KDHE must be promptly notified of any proposed changes.

The Sixth Amendment and the expanded scope of work it covers shall be initiated and completed by the Municipality based on the following schedule:

Construction of additional wetland/lagoon treatment cell.

- a. Advertising for bids within 30 days of authorization to advertise.
- b. Bid opening no sooner than 30 days after advertisement for bids.
- c. Contract award within 60 days of bid opening.
- d. Issuance of notice to proceed within 30 days of contract award.
- e. Initiation of operation within 120 days of notice to proceed or no later than September 30, 2019.
- f. Project Performance Certification 365 days following Initiation of Operation.

All other Conditions of the original Loan Agreement continue to apply to the Loan Amendment.

EXHIBIT D

USE OF LOAN PROCEEDS

The loan proceeds will be utilized to pay the costs of:

The project consists of construction of a new sewage pumping station and three cell discharging lagoon treatment system.

The project includes a separate contract to purchase and install solar powered mixers to the wastewater treatment lagoon, being funded with ARRA funds.

The project also includes construction of an additional wetland/lagoon treatment cell.

1. Construction: All actual construction costs of the wastewater collection, pumping, and treatment plant modifications.
2. Engineering: All actual costs of construction services including basic services, design, bidding, inspection, final plan of operation, user charge and sewer use ordinance development, one year project performance evaluation, and all items as included in the engineering contract.
3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project.
4. Green Components: All actual costs of Construction, Engineering, and Administration of the proposed project to provide purchase and installation of solar powered mixers to the wastewater treatment lagoon system, and all other work and appurtenances necessary, including financial audits.

Unallowable Costs: The costs of full time employees of the municipality and purchase of land and easements.

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OBERLIN, KANSAS
HELD ON [ORDINANCE DATE]

The Governing Body of the City met in [regular/special] session at the usual meeting place in the City, at [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN OBERLIN, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, Council member _____ moved that said Ordinance be passed. The motion was Sixth by Council member _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, Sixth and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE SIXTH AMENDMENT TO THE LOAN AGREEMENT BETWEEN OBERLIN, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE SIXTH AMENDMENT TO THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants,

to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Oberlin, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection, pumping, and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain an amendment to the loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project also includes construction of an additional wetland/lagoon treatment cell (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for an amendment to the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Two Million Five Hundred Seventy Two Thousand Five Hundred Eighty Dollars and Eighty Five cents [\$2,572,580.85] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Sixth Amendment to the Loan and to enter into a Sixth Amendment to the Loan Agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Sixth Amendment to the Loan Agreement.

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

Section 1. Authorization of the Sixth Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Sixth Amendment to the Loan Agreement, with an effective date of January 5, 2018 with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Sixth Amendment to the Loan Agreement") to finance the Project Costs (as defined in the Sixth Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Sixth Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Sixth Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and

additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Sixth Amendment to the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Sixth Amendment to the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**] by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

[City Attorney]

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Closing Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Sixth Amendment to the Loan Agreement effective as of January 5, 2018, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Oberlin, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Sixth Amendment to the Loan Agreement (the "Sixth Amendment"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Sixth Amendment to the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Sixth Amendment to the Loan Agreement) for repayment of the Loan evidenced by the Sixth Amendment to the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Sixth Amendment to the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Sixth Amendment to the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Sixth Amendment to the Loan Agreement;
- (c) Ordinance No. ___ of the Municipality (the "Ordinance") adopted on [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Sixth Amendment to the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Sixth Amendment to the Loan Agreement; and
- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Sixth Amendment to the Loan Agreement.
5. The Sixth Amendment to the Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Sixth Amendment to the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Sixth Amendment to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Sixth Amendment to the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Sixth Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of January 5, 2018.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By: *[Signature]*
Acting Secretary

"KDHE"

Date: 1-28-18

OBERLIN, KANSAS

By: _____

Title: _____

(Seal)

ATTEST:

By: _____
Title: _____

Date: _____

The "Municipality"



10

CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE SIXTH AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND OBERLIN, KANSAS

WHEREAS, pursuant to the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 et seq. (the "Act"), the State of Kansas has established the Kansas Water Pollution Control Revolving Fund for the purposes of the Federal Water Quality Act of 1987 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement as amended, pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Wastewater Treatment Projects and to pledge the interest portion of the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective May 25, 2004, with Oberlin, Kansas (the Municipality) for the benefit of KWPCRF Project No. C20 1529 01; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a Sixth Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent, in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

- (1) The Authority acknowledges receipt of the Sixth Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Oberlin, Kansas effective as of January 5, 2018;
- (2) The Authority consents to the execution of the Sixth Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By Rebecca F. [Signature]
Executive Vice-President

CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE SIXTH AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND OBERLIN, KANSAS

WHEREAS, pursuant to the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 et seq. (the "Act"), the State of Kansas has established the Kansas Water Pollution Control Revolving Fund for the purposes of the Federal Water Quality Act of 1987 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement as amended, pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Wastewater Treatment Projects and to pledge the interest portion of the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective May 25, 2004, with Oberlin, Kansas (the Municipality) for the benefit of KWPCRF Project No. C20 1529 01; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a Sixth Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent, in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

- (1) The Authority acknowledges receipt of the Sixth Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Oberlin, Kansas effective as of January 5, 2018;
- (2) The Authority consents to the execution of the Sixth Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By Reuven F. A.
Executive Vice-President

AGREEMENT
FOR ENVIRONMENTAL CONSULTING SERVICES

(MILCO PROJECT NUMBER M245-G1-10)

BETWEEN: MILCO ENVIRONMENTAL SERVICES, INC. AND 320 W. 4 th St. Colby, KS 67701	CITY of OBERLIN Attn: Halley Roberson 1 Morgan Drive Oberlin, KS 67749
Telephone: (785) 460-1956 Fax: (785) 460-4220	(785) 475-2217
(Hereinafter "Consultant")	(Hereinafter "Client")

THIS AGREEMENT is made and entered by and between "Client" and "Consultant." This Agreement consists of this document, which contains the general terms, and conditions to which the parties mutually agree and includes Schedule 'A' (Scope of Services) and Schedule 'B' (Compensation Provisions) attached to this document and by this reference incorporated herein as part of this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties agree:

ARTICLE 1: ENGAGEMENT

The Client hereby engages Consultant and Consultant hereby accept the engagement to perform certain professional environmental services described in Schedule A (hereinafter the "Project") for the Client at the site located at:

SITE LEGAL DESCRIPTION: NE ¼ NE ¼ SW ¼ SW ¼ of Sec 1, T3S, R29W
Decatur County, Kansas

SITE ADDRESS: City of Oberlin Power Plant, 217 S. Rodchaver Avenue, Oberlin, Kansas
hereinafter the "Site."

ARTICLE 2: SERVICES

- 2.1 Consultant's basic services consist of the specific activities set forth as Task I in Schedule 'A.'
- 2.2 Consultant will provide Client with a written report in connection with the services performed. The report will present such findings and conclusions with respect to the Project as Consultant may reasonably make in accordance with information developed during the course of the project.

In preparing the report, Consultant may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Consultant will not conduct an independent evaluation of the accuracy or completeness of such information and will rely on such entities therefor.

The report will be prepared for, and for the sole use of, the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of Consultant.

- 2.3 The Client acknowledges and agrees that Consultant does not make any representation to the Client that every

detectable environmental pollutant or contaminant will be discovered through the performances of services hereunder and that services to be performed by Consultant under this Agreement cannot wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with the site.

ARTICLE 3: RESPONSIBILITIES OF THE CLIENT

3.1 The Client shall provide all information in its possession, custody or control which relates to the Site or information which the Client has reason to suspect relates to the Site, its present and prior uses, or to activities at the Site which may bear upon the services of Consultant under this Agreement, including, but not limited to, the following:

- (i) A legal description of the Site, including boundary lines, topographics, easements, right of way surveys, zoning, deed and land use restrictions and a Site plan;
- (ii) Historical information as to the prior owners of the Site which shall include a title search of and a written title report on the site to be prepared by a registered abstractor;
- (iii) Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the Site, including available plans of the Site;
- (iv) A description of activities, which were conducted at the Site at any time by the Client or by any person or entity which would relate to the services provided by Consultant;
- (v) Known hazardous substances or conditions, or any other conditions requiring special care;
- (vi) Identification, by name, quantity, location, and date, of any release of hazardous substances known to have been released at the Site;
- (vii) Previous environmental assessments and audits.

3.2 The Client has selected the budget to be used by Consultant in performing the professional services under this Agreement, which budget is reflected in the compensation provisions set forth in Schedule B.

3.3 The Client shall arrange for Consultant, its agents and representatives, to have unrestricted access to the Site and all buildings and facilities thereon at reasonable times throughout contract performance by Consultant

3.4 Client acknowledges that it may be required to report regulated conditions at the Site to the appropriate public authorities, including the Environmental Protection Agency, in accordance with applicable law.

3.5 The services, information, and other data required by this article to be furnished by the Client shall be at the Client's expense, and Consultant may rely upon all data furnished by the Client.

ARTICLE 4: SERVICES EXCLUDED

4.1 Services not expressly set forth in writing in this Agreement are excluded from the scope of Consultant's services, and Consultant assumes no duty to the Client to perform such services.

4.2 Unless specifically listed in Schedule A, Consultant's services exclude testing for the presence of, monitoring of, storage of, treatment of, abatement of, disposal of, or removal of hazardous substances, hazardous material, hazardous wastes, or hazardous oils or petroleum by-products at or on the site.

ARTICLE 5: PAYMENT TO CONSULTANT

5.1 For services performed, the Client will pay Consultant the fees and charges set forth in Schedule B, Compensation Provisions.

5.2 Progress payments shall be made by Client for services rendered and costs incurred by Consultant as indicated within this Agreement and shall be due and owing within thirty (30) days of Consultant's submittal of invoice or statement for payment. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day of the date of Consultant's invoice or statement.

ARTICLE 6: PERIOD OF SERVICES

6.1 Consultant and Client shall promptly commence and diligently proceed with the performance of their obligations under this Agreement. Conditional upon full and prompt cooperation from Client and other agencies or parties from whom Consultant must rely upon for information or documentation in the performance of its services hereunder, Consultant estimates the services will be completed by February 1, 2020, subject to extensions of time granted or authorized by KDHE for any and all other appropriate reasons whatsoever.

6.2 In the event that Consultant, or any of its subcontractors, is delayed at any time in performing the tasks set forth herein by any act or neglect of the Client, or any representative, contractor, employee or agent of the Client, or by fire and other casualty, unusual delay in transportation, inclement weather, act of war or governmental preemption, or any delay in the review of specific tasks set forth herein, or any delay in approval by any federal, state or governmental agency or any other causes beyond Consultant's control, or by delay authorized by the Client pending resolution of a dispute, or any significant modification or changes in the extent of the work to be performed by Consultant, then the time for performance of the Project shall be extended by the same number of days as such occurrence delays such completion. Consultant shall not be responsible for, any expenses or other consequences resulting from any such occurrence or delays.

6.3 If the Client or others require significant modifications or changes to the scope of the Project or Consultant's services or if the Client or others substantially delay Consultants performance, the time of performance of Consultant's services and its compensation shall be adjusted appropriately.

ARTICLE 7: INDEPENDENT PARTY

7.1 Consultant is an independent contracting party and not an agent or employee of the Client. No aspect of this Agreement, nor any activities undertaken in relation to this Agreement, are intended to establish any relationship of employment, agency, partnership, or joint venture between Consultant and Client.

ARTICLE 8: STANDARD OF CARE

8.1 The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services under similar circumstances at the same time and in the same geographic area or locality the services are performed. Whenever applicable, the standard procedures described in the Monitoring (MON) bid package, Request For Proposal, for KDHE Bid No. 14022, will be utilized.

8.2 The Client agrees that no further warranty or guaranty, expressed or implied, is made by Consultant with respect to the services furnished hereunder, and all implied warranties are hereby disclaimed.

ARTICLE 9: INSURANCE

9.1 Consultant shall maintain, at its own expense, Workers Compensation Insurance and Comprehensive General Liability Insurance with limits of coverage set by Consultant and will, upon request, furnish insurance certificates to the

Client. Consultant agrees to indemnify the Client for the hazards covered by Consultant's insurance subject to the limitation of liability as set forth below.

ARTICLE 10: LIMITATION OF CONSULTANT'S LIABILITY

10.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, stockholders, employees, agents and representatives, or any of them (herein collectively referred to as "Consultant"), to Client and anyone claiming by, through or under Client, for any and all losses, costs or damages whatsoever arising out of, resulting from or in any way related to Consultant's work or services, the project for which such services were performed, or this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability, statutory liability or breach of contract, or warranty, express or implied, of Consultant or Consultant's officers, directors, stockholders, employees, agents or representatives, or any of them, shall not exceed the total compensation received by Consultant under this Agreement. Consultant's liability hereunder for any and all claims or actions, regardless of how arising, shall be limited to the total compensation received by Consultant from the Client. In no event shall Consultant be liable for incidental or consequential damages, including loss of profits or revenues resulting from negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

ARTICLE 11: INDEMNIFICATION

11.1 Client and Consultant recognize and agree that Consultant bears no responsibility whatsoever for the creation existence, presence, transportation, handling, disposal, storage and/or other operations or activities in relation to toxic, hazardous, radioactive, infectious or other dangerous gas, vapor, smoke, fumes, soot, acid, alkali, chemical, metal and/or biological, fluid, liquid, or solid irritant, contaminant, pollution, waste and/or other substance, material or condition in relation to the work, whether at the Site or otherwise; and, further, the Consultant's compensation is in no way commensurate with the risks of personal or bodily injury, death and/or property damage associated with such activities and/or substances.

ARTICLE 12: CHANGES

12.1 The total compensation constitutes Consultant's estimate of the effort and charges required to complete the Project as Consultant understands it to be defined. As the project progresses, the facts developed may dictate a change in direction, additional effort or suspension in effort, which may alter the scope. Consultant will use reasonable efforts to inform the Client of such situations when in Consultant's judgment negotiation of change in scope and adjustment to the time and cost of performance is appropriate.

12.2 In the event Consultant performs additional work, including but not limited to work due to changes in codes or regulations issued by any regulatory agency after execution of this Agreement, or performs other services not included herein, additional compensation shall be paid Consultant as is mutually agreed upon, in writing.

12.3 In no event shall Consultant be obligated to perform services which would result in billings exceeding the funding limitation set forth in Schedule B.

ARTICLE 13: SUSPENSION

13.1 Failure by Client to make timely payments of Consultant's invoice shall entitle Consultant to suspend performance of services under this Agreement. Unless payment in full is received by Consultant within seven (7) days of the date notice of the suspension is mailed to the Client by Consultant, the suspension shall take effect without further notice. Consultant shall not be liable for any damages or delays caused by such suspension.

ARTICLE 14: TERMINATION

14.1 Consultant may terminate this Agreement, in whole or in part, at its election upon seven (7) days' written notice to the Client upon one or more of the following events: (1) invoices for services remain unpaid for over thirty (30) days; (2) an "unexpected contingency" occurs, which shall mean (a) unavoidable accidents, acts of God or unavailability of transportation or restrictions on access to the Site; (b) any lawful order issued by the United States, state or local governmental authority; (c) the client becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency; (d) delay in receipt of information, documentation, or filings from governmental entities or other third parties; or (e) any other cause beyond Consultant's reasonable control which adversely affects Consultants ability to carry out its obligations herein.

14.2 Upon termination of this Agreement by Consultant under this section, Consultant shall be compensated for its services performed prior to the date of such termination, and for other expenses reasonably or necessarily incurred in connection with such termination.

ARTICLE 15: OWNERSHIP AND REUSE OF DOCUMENTS

15.1 All documents, including original drawings, estimates, specifications, field notes and other data prepared by Consultant pursuant to this Agreement are and remain the property of Consultant as instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to Consultant; and the Client shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

ARTICLE 16: ASSIGNMENT

16.1 The obligations of this Agreement shall be binding upon the successors, assigns, executors, administrators, and the legal representatives of both Consultant and the Client. Neither Client nor Consultant shall assign or transfer any rights or obligations under, or interest in, this Agreement without the written consent of the other, except that Consultant may assign this agreement to its affiliates or to subcontract any part or portion of the services to be performed hereunder.

ARTICLE 17: THIRD PARTY BENEFICIARIES

17.1 Nothing contained in this Agreement shall be construed to create any rights or benefits in this Agreement to anyone other than Client and Consultant, without the specific advance written consent and approval of both. Nothing in this Agreement is intended to, nor shall this Agreement create, a contractual relationship with or a cause of action in favor of any third person or entity against Client or Consultant.

ARTICLE 18: LITIGATION COMPENSATION

18.1 Client acknowledges that in the event of litigation and/or governmental investigations or regulatory procedures regarding the project, Consultant may be subpoenaed or otherwise compelled or called upon by parties to such litigation, or by governmental agencies, to provide testimony, documents, information, or other materials or matters relating to the site and that compensation paid to Consultant under this Agreement does not include compensation for such testimony or other involvement in such litigation or regulatory procedures relating to the site. Client therefore further agrees to compensate Consultant for any and all costs, expenses, obligations, or damages arising out of such litigation or such regulatory procedures with regard to the site, including, but not limited to, personnel costs of all employees of Consultant required to testify or provide information, documents or other materials (charged at Consultant's standard billing rates) and all out of pocket expenses for travel, duplication, telephone, and all other expenses reasonably and necessarily

incurred by consultant in the course of providing testimony, documents, information, or other materials relating to such matters.

ARTICLE 19: INTEGRATION; AMENDMENTS; MODIFICATIONS

19.1 This Agreement represents the entire and integrated agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written instrument signed by each party.

ARTICLE 20: SURVIVAL

20.1 The provisions of this Agreement shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

ARTICLE 21: NOTICE

21.1 Notices from either party to the other shall be in writing and deemed given upon delivery by hand or upon mailing by certified mail, return receipt requested and postage prepaid, to the respective parties at their addresses set forth herein or at such other address or addresses each may subsequently provide to the other, in writing. Notice given in any other fashion shall be deemed given and effective when actually received.

ARTICLE 22: LAWS

22.1 This Agreement, and all rights and obligations of the parties hereunder, and any disputes hereunder, shall be construed and governed by the law of the State of Kansas.

ARTICLE 23: PARTIAL INVALIDITY

23.1 If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

In witness whereof, the parties hereto have executed this Agreement the day and year following their signatures.

HALLEY ROBERSON
CITY OF OBERLIN

MILCO ENVIRONMENTAL SERVICES, INC.

By: _____

By: Chris Mills

Title: _____

Title President

Date: _____

Date: 2/10/18

AGREEMENT

This AGREEMENT entered into between **Halley Roberson, City of Oberlin, 1 Morgan Dr., Oberlin, KS 67749** (OWNER/OPERATOR) hereinafter referred to as the O/O; and **MILCO Environmental Services, Inc., 320 W. 4th St., Colby, KS 67701** (VENDOR), hereinafter referred to as the Vendor.

WHEREAS, **Halley Roberson, City of Oberlin**, (O/O) is in need of a Monitoring at the KDHE project City of Oberlin Power Plant Project Code U6-020-15009, located at 217 S. Rodehaver Ave., Oberlin, Kansas.

WHEREAS, the O/O has requested bids from qualified firms to provide said services, and

WHEREAS, the Vendor is qualified to provide the required services.

It is therefore mutually agreed as follows:

1. The Vendor shall perform all services called for under Request for Proposal in accordance with the specifications called for in said RFP. A copy of said RFP is attached hereto and incorporated herein.
2. The O/O shall compensate the Vendor for its services under the terms and conditions of said RFP, with payment to be made upon successful completion of the Project.
3. The provisions found in the Contractual Provisions attached hereto and executed by the parties to the AGREEMENT, are hereby incorporated in this AGREEMENT and made a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands below on the date specified.

Date

2/10/18

Date

City of Oberlin
Halley Roberson

Owner/Operator

Chris Amille

MILCO Environmental Services, Inc. Vendor

CONTRACTUAL PROVISIONS

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the Vendors standard contract form, then that form must be altered to contain the following provision:

"The provisions found in the Contractual Provisions, form # O/O 101, 7/92, which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contact and made a part hereof"

The parties agree that the following provisions are hereby incorporated into the contact to which it is attached and made a part thereof.

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed to according to the laws of the State of Kansas

3. ANTI-DISCRIMINATION CLAUSE

The Vendor should comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq) and to not discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age

4. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the required bonds and insurance certificates are received by the O/O.

5. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this document, the representative of the Vendor hereby represents that he/she is duly authorized by the Vendor to execute this document on behalf of the Vendor and that the Vendor agrees to be bound by the provisions thereof.

6. RESPONSIBILITY FOR TAXES

The Owner/Operator will not be responsible for, nor indemnify a Vendor for, any federal state or local taxes which may be imposed or levied upon the subject matter of this contract.

Date

2/10/18

Date

City of Oberlin
Halley Roberson

Owner/Operator

Chris A Miller

MILCO Environmental Services, Inc. Vendor

SCHEDULE A – SCOPE OF SERVICES

The Kansas Department of Health and Environment (KDHE) has requested monitoring at the City of Oberlin Power Plant site U6-020-15009, 217 S. Rodehaver Avenue, Oberlin, Kansas 67749.

Work at the City of Oberlin Power Plant site will include, but not be limited to, groundwater sampling and report preparation.

The work will be conducted in association with work performed at the City of Oberlin Warehouse site U6-020-00628; the scope of work for the City of Oberlin Warehouse site was described in a bid package for KDHE's Bid #14022 and is included for reference as Schedule B -- Compensation Provision.

SCHEDULE B – COMPENSATION PROVISIONS

Bid Proposal Sheets for the associated City of Oberlin Warehouse site, Bid Number 14022, are provided for reference as part of this Agreement.

MONITORING PROJECT BID PROPOSAL SHEET

KDHE PROJECT NAME: Oberlin, City of-Warehouse

VENDOR NAME: MILCO Environmental Services, Inc.

KDHE PROJECT CODE: U6-020-00628

KDHE PROJECT MGR: Matt Lawhon

BID NO: 14022

DUE: 4/25/14

<u>FIELD STAFF - MONITORING</u>	RATE	UNIT	X	QTY	KDHE use only				=	COST
Mobilization	\$0.50	Mile	X	400					=	\$200.00
Staff Travel Time	\$45.00	Hour	X	6					=	\$270.00
Sampling Technician	\$45.00	Hour	X	14					=	\$630.00
Per Diem (if applicable)	NC	Day	X						=	NC
Well Gauging*	\$5.00	Well	X	20					=	\$100.00
			X						=	
FIELD STAFF SUBTOTAL									=	\$1,200.00

* Well gauging as needed during scope of work in case of dry well, product in well or gw sample not required.

<u>GROUNDWATER SAMPLING & ANALYTICAL</u>		Method	Rate	Sample	X	QTY	KDHE use only				=	COST
BTEX		8260	\$33.00	Sample	X	28					=	\$924.00
1,2 DCA		8260	included	Sample	X	28					=	included
MtBE		8260	included	Sample	X	28					=	included
Naphthalene		8260	included	Sample	X	28					=	included
Trip Blanks (BTEX only)		8260	\$30.00	Sample	X	4					=	\$120.00
Laboratory Name:		Pace Analytical										
GROUNDWATER SAMPLING & ANALYTICAL SUBTOTAL											=	\$1,044.00

<u>WASTE HANDLING, TREATMENT & DISPOSAL</u>		Rate	Unit	X	QTY	KDHE use only				=	COST	
Wastewater		NC	Lump Sum	X	4					=	NC	
WASTE HANDLING, TREATMENT & DISPOSAL SUBTOTAL											=	\$0.00

<u>REPORT PREPARATION</u>		Rate	Unit	X	QTY	KDHE use only				=	COST	
MONITORING REPORT*		\$250.00	Lump Sum	X	4					=	\$1,000.00	
*Refer to the Monitoring RFP (Rev. 5, 4/08) for report contents and format.												
REPORT PREPARATION SUBTOTAL											=	\$1,000.00

<u>OTHER</u>		Rate	Unit	X	QTY	KDHE use only				=	COST	
Field Supplies*		\$5.00	Well	X	6					=	\$30.00	
* Bailers and twine to be replaced during the first event.												
OTHER SUBTOTAL											=	\$30.00

TOTAL PROJECT COST: \$3,274.00

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, We, the undersigned do hereby appoint MILCO Environmental Services, Inc. of 320 West 4th Street, Thomas County, Colby, Kansas to be my/our true and lawful attorney in fact as "Owner(s)/Operator(s)" as defined in the KDHE's Bid project Proposal in my place and stead, and for my use and benefit to represent me/us concerning all matters relating to KDHE projects City of Oberlin-Warehouse and City of Oberlin Power Plant, Project Codes U6-020-00628 and U6-020-15009, including but not limited to billing, collection, endorsement of checks for payment from KDHE, and distribution of those aforementioned funds and to ask, demand, collect, and receive all sums of money, debts, or other obligations of any kind whatsoever which are now or shall hereafter become due, owing, or payable, or otherwise belong to my/ourselves as "Owners/Operators" and to settle and compromise any such debts or obligations that may be due and to endorse in my/our name on any check or note payable to me/us or my/our order given in payment of any such debt or obligations and to take such other steps in connection with any such debt or obligation that MILCO Environmental Services, Inc. may deem necessary and proper and in my/our name to execute and deliver any receipts, releases, or discharges of any such debt or obligation with the same effect as if such receipts, releases, or discharges were executed by me/us personally or in behalf of me/us as "Owners/Operators" described above.

I/We further give and grant unto said attorney in fact, full power and authority to do everything necessary and proper to be done in the exercise of any of the foregoing powers as fully as I/we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirm all that the attorney shall lawfully do or cause to be done hereunder. Granting these powers do not relieve me/us of our obligations as defined the Consent Agreement signed between me/us and KDHE.

IN TESTIMONY WHEREOF, I have hereunder set my hand this ____ day of _____, 2018.

Signed
Halley Roberson City of Oberlin
Printed Name
1 Morgan Drive
Address
Oberlin, KS 67749
City/State/Zip

STATE OF KANSAS)
) ss:
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2018, before me, the undersigned, a notary public in and for the County and State aforesaid, came Halley Roberson, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My appointment expires: _____



AIRPORT SUMMARY

The Kansas Airport System

There is a strong relationship between Kansas' economy and aviation. The state's system of seven commercial service and 73 general aviation airports, listed in the National Plan of Integrated Airports System (NPIAS), provide the gateway to the nation's air transportation system and the world's economy. Airports support the Kansas economy by increased efficiency and productivity for all business activity, including the transportation of passengers for both recreational and business purposes. Airports are important economic catalysts, supporting thousands of jobs and billions of dollars in economic activity. Most of Kansas' largest employers - both large and small - rely on the state's aviation system to transport employees, customers, supplies, and products. Kansas' 80 NPIAS airports serve as the base of operations for a variety of businesses, including airlines, air cargo companies, flight instructors, charters, concessionaries, government entities, and many others. Kansas tourism industry also depends on the state's system of airports to accommodate thousands of visitors each year.

Study Process

The Kansas Department of Transportation, Division of Aviation, implemented this study through a Federal Aviation Administration (FAA) grant, to quantify the economic impact and relationship between the state's system of airports and the economy. The study follows an approved methodology that has successfully quantified the value of airports and airport systems throughout the United States.

The economic contribution of each NPIAS airport in Kansas was measured in terms of employment, payroll, and output. A comprehensive survey process was used to calculate the direct economic benefits related to on-airport businesses and government agencies, including the indirect benefits associated with visitor-related expenditures. Secondary, or induced, impacts from these airport activities were calculated using economic models specific to Kansas. For example, when an airport employee purchases goods and services, those dollars circulate through the local economy which results in additional economic activity in the region. The total economic impact is the sum of all direct, indirect, and multiplier impacts.

Statewide Impacts

Based on information gathered during the study, approximately 91,000 jobs are attributed to the aviation industry, including 42,000 from Aerospace Manufacturing. These employees receive more than \$4.4 billion in total payroll, and generate more than \$20.5 billion in total economic activity. In addition, the 80 NPIAS airports in Kansas provide a number of health, welfare, and safety benefits, including aerial agricultural spraying, medical transport and evacuation, emergency response, search and rescue, flight training, law enforcement, wildlife management, military training, search and rescue operations, and education.

Kansas' Total Annual Economic Benefits from Aviation

Total Jobs	91,279
Total Payroll	\$4.4 Billion
Total Output	\$20.6 Billion

Impact Measures

Employment measures the number of full-time equivalent (FTE) jobs related to airport activity including on-airport construction. A part-time employee counts as half a full-time employee.

Payroll measures the total annual wages and benefits paid to all workers whose salaries are directly attributable to airport activity.

Economic Activity (Output) measures the value of goods and services related to airports in Kansas. The output from on-airport business activity is assumed to be the sum of annual gross sales and average annual capital expenditures.

OBERLIN MUNICIPAL (OIN)

Oberlin Municipal Airport is nestled in the Sappa Valley in northwest Kansas at the intersections of U.S. Highways 36 and 83. The airport is included in the FAA's National Plan of Integrated Airport Systems (NPIAS), making it eligible to receive federal monies. Additionally, its role within the Kansas Aviation System Plan is identified as a Regional airport, which is intended to accommodate regional economic activities, connecting to state and national economies, and serve all types of general aviation aircraft.

The airport accommodates multi-engine aircraft and single-engine aircraft with its primary runway, Runway 17/35, which is 3,501 feet long. A turf crosswind runway, Runway 12/30, is 2,850 feet long. The airport's primary runway is equipped with a non-precision approach that provides access during most weather conditions. The airport is installing an AWOS III weather reporting system.

Oberlin Municipal Airport provides services that promote the well-being of the local community. The airport is frequently used for corporate aviation activity. Other aviation activities that occur regularly include air ambulance operations and medical doctor transports. EagleMed flies in on a weekly basis transporting ill or critically injured patients. Medical doctors from Hays, Kansas and Kearney, Nebraska use the airport on a regular basis to provide medical services to the residents of Oberlin and its surrounding community.

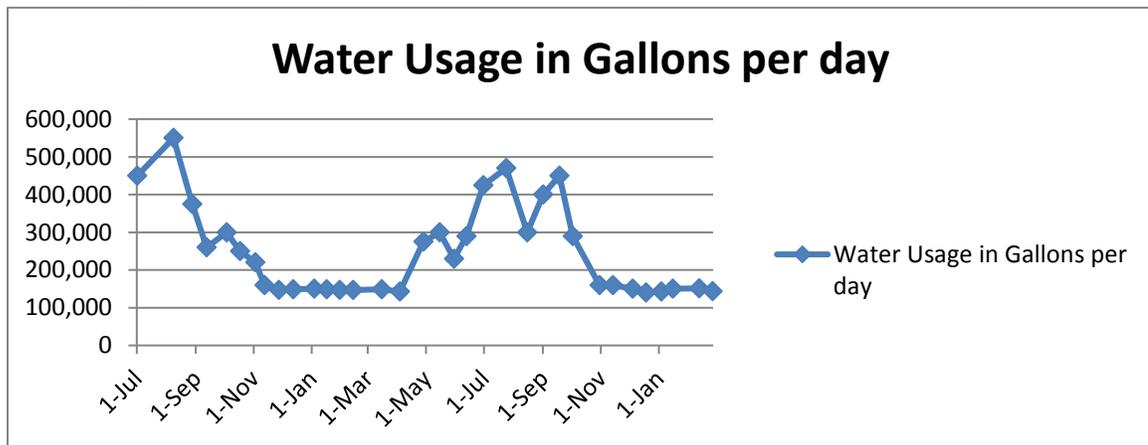
Other users of the airport include the highway patrol and hunters who fly in to bag deer and pheasant when they are in season. Other companies that use the airport include C&H Telephone Company, Decatur County Feed Yard, Trilobite Testing, Inc., Murfin Drilling Company, Inc, and L&H Enterprises. Every year, Oberlin Municipal Airport staff provide tours to area school children in the spring. This provides the airport the opportunity to educate the children about aircraft and the aviation industry.



To: Mayor and Oberlin City Council

From: City Foreman David Sporn

1. The Power Plant supplied the entire town with electricity for 4 hrs. on the morning of Feb. 26th, 2018 for the scheduled outage of maintenance to Sunflower Elect. (our power supplier). Everything went well. There is a one second interruption in elect. service on the east side of town when a scheduled run is conducted. This interruption is to provide a source of power to the Plant to sync the two systems together and only occurs shortly before Plant shut-down. The Plant is scheduled to supply the town again this Friday morn for another 4hrs.
2. The Gateway flag pole has been relocated to the lawn in the middle of the circle drive by the main entrance. The old flag base has been broken out and poured to match the existing sidewalk grade and the old flag light has been removed and the new flag light installed.
3. Water Usage:



4. Permits:
 - a. Building permit, Oletha Valtura, Hwy 36, for the construction of a storage shed
 - b. Right of Way, AT&T, for the installation of copper telecommunications cable and pedestals

Questions/Comments?

City of Oberlin
Pool Sales Tax 1.5%

Compensating Use Tax										Monthly
	<u>2010</u>	<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>Average</u>
Jan	-	-	-	-	3,273.42	5,693.34	5,178.81	5,357.11	5,482.90	4,997.12
Feb	-	-	-	-	3,406.36	8,595.69	7,839.05	6,213.08	5,721.64	6,355.16
Mar	-	-	-	-	3,202.04	6,718.57	3,896.71	1,019.48		3,709.20
Apr	-	-	-	-	4,306.31	3,782.91	3,314.47	7,774.72		4,794.60
May	-	-	-	260.73	4,120.15	5,567.14	6,850.93	5,923.89		5,680.71
Jun	-	-	-	4,517.95	4,508.65	6,387.42	5,031.03	4,741.64		5,037.34
Jul	-	-	-	3,213.45	3,826.20	7,099.27	7,426.05	4,178.71		5,148.74
Aug	-	-	-	4,569.01	5,350.64	5,678.73	3,750.80	6,914.16		5,252.67
Sep	-	-	-	4,660.57	5,893.64	6,423.74	7,199.36	4,807.65		5,796.99
Oct	-	-	-	5,095.84	5,173.01	4,151.69	4,650.30	6,360.96		5,086.36
Nov	-	-	-	3,967.26	6,178.37	8,051.46	6,364.75	6,168.23		6,146.01
Dec	-	-	-	5,767.39	4,271.00	7,472.93	9,257.81	4,605.65		6,274.96
	-	-	-	32,052.20	53,509.79	75,622.89	70,760.07	64,065.28	11,204.54	

Total Compensating Use Tax Received 307,214.77
Overall Monthly Average 57 Months 5,389.73

Sales Tax										Monthly
	<u>2010</u>	<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>Average</u>
Jan				-	21,840.37	22,185.60	19,892.61	22,693.78	21,821.67	21,686.81
Feb				-	22,405.81	27,058.61	31,110.30	21,062.92	20,471.90	24,421.91
Mar				-	23,355.16	22,522.33	29,562.68	22,581.58		24,505.44
Apr				-	21,054.83	21,343.98	18,452.57	22,085.21		20,734.15
May				1,206.53	25,076.99	21,538.21	25,367.82	21,625.82		23,703.84
Jun				20,368.23	25,364.69	27,454.88	18,982.82	21,493.94		22,732.91
Jul				21,708.26	25,739.97	22,021.47	22,051.06	27,478.30		23,799.81
Aug				23,798.48	25,854.25	23,967.30	23,631.02	22,878.70		24,025.95
Sep				23,147.42	26,541.39	23,509.47	21,989.46	21,206.77		23,278.90
Oct				22,748.05	26,865.98	22,634.66	24,804.44	25,560.98		24,522.82
Nov				24,908.31	24,516.89	25,434.86	24,861.51	23,251.56		24,594.63
Dec				23,123.32	21,933.31	20,196.50	25,671.92	21,698.45		22,524.70
	-	-	-	161,008.60	290,549.64	279,867.87	286,378.21	273,618.01	42,293.57	

Total Sales Tax Received 1,333,715.90
Overall Monthly Average 57 Months 23,398.52

Combined Compensating Use and Sales Taxes										Monthly
	<u>2010</u>	<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>Average</u>
Jan	-	-	-	-	25,113.79	27,878.94	25,071.42	28,050.89	27,304.57	26,683.92
Feb	-	-	-	-	25,812.17	35,654.30	38,949.35	27,276.00	26,193.54	30,777.07
Mar	-	-	-	-	26,557.20	29,240.90	33,459.39	23,601.06	-	28,214.64
Apr	-	-	-	-	25,361.14	25,126.89	21,767.04	29,859.93	-	25,528.75
May	-	-	-	1,467.26	29,197.14	27,105.35	32,218.75	27,549.71	-	29,384.55
Jun	-	-	-	24,886.18	29,873.34	33,842.30	24,013.85	26,235.58	-	27,770.25
Jul	-	-	-	24,921.71	29,566.17	29,120.74	29,477.11	31,657.01	-	28,948.55
Aug	-	-	-	28,367.49	31,204.89	29,646.03	27,381.82	29,792.86	-	29,278.62
Sep	-	-	-	27,807.99	32,435.03	29,933.21	29,188.82	26,014.42	-	29,075.89
Oct	-	-	-	27,843.89	32,038.99	26,786.35	29,454.74	31,921.94	-	29,609.18
Nov	-	-	-	28,875.57	30,695.26	33,486.32	31,226.26	29,419.79	-	30,740.64
Dec	-	-	-	28,890.71	26,204.31	27,669.43	34,929.73	26,304.10	-	28,799.66
	-	-	-	193,060.80	344,059.43	355,490.76	357,138.28	337,683.29	53,498.11	

Total Combined Compensating Use and Sales Tax Received 1,640,930.67
Overall Monthly Average 57 Months 28,788.26

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

Compensating Use Tax										Monthly
	<u>2010</u>	<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>Average</u>
Jan	2,162.10	1,928.89	2,392.53	2,707.47	2,002.94	3,155.46	2,012.71	2,408.53	3,492.17	2,085.63
Feb	1,586.04	1,701.94	5,510.95	3,844.13	2,456.52	3,716.75	3,359.24	2,609.32	2,651.06	2,753.88
Mar	1,378.28	3,196.88	2,972.13	3,127.11	2,849.19	2,784.87	1,864.45	690.91		2,357.98
Apr	1,443.17	2,815.25	1,883.10	2,305.04	2,343.70	1,887.34	1,734.48	2,937.15		2,168.65
May	1,688.05	2,114.40	2,312.55	3,272.42	3,699.88	4,053.90	2,818.76	2,781.28		2,842.66
Jun	1,689.68	1,985.61	2,219.02	3,086.82	2,950.93	3,022.07	2,154.28	2,438.86		2,443.41
Jul	1,627.12	1,622.84	810.36	1,716.47	5,424.82	2,431.50	2,952.70	2,086.98		2,334.10
Aug	1,745.17	2,338.23	1,223.59	3,036.72	10,391.85	2,628.84	1,969.53	3,548.13		3,360.26
Sep	1,032.55	1,657.63	3,235.03	2,034.62	2,222.39	2,468.43	3,753.76	1,644.49		2,578.41
Oct	1,633.45	3,086.81	4,550.85	2,484.72	2,652.33	2,024.88	2,107.17	3,145.15		3,097.91
Nov	1,788.18	5,262.71	3,121.62	2,739.65	3,781.95	3,056.61	2,960.89	3,120.74		3,690.34
Dec	1,929.73	4,283.98	2,338.04	2,772.63	2,068.52	3,461.62	3,257.06	2,033.23		3,163.54
	<u>19,703.52</u>	<u>31,995.17</u>	<u>32,569.77</u>	<u>33,127.80</u>	<u>42,845.02</u>	<u>34,692.27</u>	<u>30,945.03</u>	<u>29,444.77</u>	<u>6,143.23</u>	

Total Compensating Use Tax Received 261,466.58
Overall Monthly Average 98 Months 2,668.03

Sales Tax										Monthly
	<u>2010</u>	<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>Average</u>
Jan	6,898.40	8,056.73	7,895.44	9,705.66	8,715.07	8,802.89	7,449.68	7,728.77	7,204.60	7,250.29
Feb	8,853.85	7,563.12	9,806.50	8,910.41	8,026.28	10,467.31	10,852.16	7,425.74	7,777.25	7,989.49
Mar	8,175.61	8,025.64	9,039.17	9,740.19	9,921.30	8,586.58	10,654.30	8,135.63		9,034.80
Apr	5,566.57	7,868.51	7,334.29	7,052.35	8,248.39	8,043.10	6,099.57	8,101.92		7,289.34
May	8,428.02	7,849.85	7,747.17	8,925.45	16,125.51	8,313.16	9,017.49	7,528.82		9,241.93
Jun	7,031.11	7,338.35	8,742.74	8,371.29	9,444.98	10,594.33	6,453.21	7,325.01		8,162.63
Jul	6,221.77	6,740.09	8,168.76	9,177.94	9,552.90	7,783.04	8,286.20	9,574.70		8,188.18
Aug	9,208.47	9,027.57	9,165.68	9,269.31	9,578.27	9,385.60	8,742.22	9,643.26		9,252.55
Sep	7,143.11	8,258.66	8,582.63	8,742.66	12,166.72	8,729.10	7,535.60	7,276.80		9,776.47
Oct	7,194.20	9,120.12	9,241.01	9,468.34	10,086.17	9,475.65	9,912.94	8,949.90		10,492.62
Nov	8,309.46	8,763.37	7,867.79	9,035.33	12,054.47	9,953.30	8,225.62	8,548.72		10,394.01
Dec	7,330.68	8,064.92	7,383.97	9,046.04	8,402.04	8,144.67	9,498.09	7,446.89		9,331.04
	<u>90,361.25</u>	<u>96,676.93</u>	<u>100,975.15</u>	<u>107,444.97</u>	<u>122,322.10</u>	<u>108,278.73</u>	<u>102,727.08</u>	<u>97,686.16</u>	<u>14,981.85</u>	

Total Sales Tax Received 841,454.22
Overall Monthly Average 98 Months 8,586.27

Combined Total Compensating Use and Sale Tax										Monthly
	<u>2010</u>	<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>Average</u>
Jan	9,060.50	9,985.62	10,287.97	12,413.13	10,718.01	11,958.35	9,462.39	10,137.30	10,696.77	9,335.92
Feb	10,439.89	9,265.06	15,317.45	12,754.54	10,482.80	14,184.06	14,211.40	10,035.06	10,428.31	10,743.36
Mar	9,553.89	11,222.52	12,011.30	12,867.30	12,770.49	11,371.45	12,518.75	8,826.54	-	11,392.78
Apr	7,009.74	10,683.76	9,217.39	9,357.39	10,592.09	9,930.44	7,834.05	11,039.07	-	9,457.99
May	10,116.07	9,964.25	10,059.72	12,197.87	19,825.39	12,367.06	11,836.25	10,310.10	-	12,084.59
Jun	8,720.79	9,323.96	10,961.76	11,458.11	12,395.91	13,616.40	8,607.49	9,763.87	-	10,606.04
Jul	7,848.89	8,362.93	8,979.12	10,894.41	14,977.72	10,214.54	11,238.90	11,661.68	-	10,522.27
Aug	10,953.64	11,365.80	10,389.27	12,306.03	19,970.12	12,014.44	10,711.75	13,191.39	-	12,612.81
Sep	8,175.66	9,916.29	11,817.66	10,777.28	14,389.11	11,197.53	11,289.36	8,921.29	-	12,354.88
Oct	8,827.65	12,206.93	13,791.86	11,953.06	12,738.50	11,500.53	12,020.11	12,095.05	-	13,590.53
Nov	10,097.64	14,026.08	10,989.41	11,774.98	15,836.42	13,009.91	11,186.51	11,669.46	-	14,084.34
Dec	9,260.41	12,348.90	9,722.01	11,818.67	10,470.56	11,606.29	12,755.15	9,480.12	-	12,494.59
	<u>110,064.77</u>	<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>21,125.08</u>	

Total Combined Compensating Use and Sales Tax Received 1,102,920.80
Overall Monthly Average 98 Months 11,254.29

2018 Board Meeting Notes for Month of February

Attending:

Dave Olson Vicky Ray Ruth Wolfram Ronda Schroer Matt Barnes
Linda Dixon Sharyn Bodfield Guest: Gordon Pettibone, Chair of Friends of Oberlin Library

Minutes from previous month approval:

Motioned by: Violet

Seconded by: Sharyn

Passed or Opposed: Passes

Financial Statement Approval:

Motioned by: Vicky

Seconded by: Linda

Passed or Opposed: Passes

Donations:

\$30,000 came in from the City as operation funds

\$150 memorial from Joyce Rippe's mother, Rowena Cathcart.

\$290.04 from FoOLs for After School Program

\$109.53 from FoOLs for summer reading program.

\$375 from NWKLS for Special Program Grant. Jody is working on a program with performer for this summer.

\$800 from NWKLS for Courier Grant. This is for inter library loan book pickup and delivery.

\$487.90 for State Grant.

Personnel:

No report.

Facility and Maintenance:

City of Oberlin has given approval for basement renovation. Ronda has the approval letter.

Fax machine is not working and will need to be looked at, again.

Financials:

Sherry Bergling has completed January financials and reconciliation and checks are ready to be signed. Ruth and Vicky took care of signing this month's checks.

Miscellaneous:

*Sarah Bricker has donated a small refrigerator for staff use.

*Jim Wasson has agreed to be on the library board, pending city council approval. He may need to miss some meetings when out of town.

*We have received 2 checks from Dane G. Hansen Foundation. First, \$830 for summer reading program to pay for a special performer, a special drawing prize, books for collection development, books for prizes, candy and toys for prizes and the rental of Golden Age Center. The Theme is "Libraries Rock". Jody is planning a party at the Gazebo Park to kick off the event.

*The other check is for the renovation of the basement. This Grant is for \$21,150 for the Youth/ Adult Basement Renovation. This will include the electrical work. The board would like reading to be encouraged during the youth time frame, such as a reading "story" time and encourage to check out books to take home. The renovation committee was tasked to come up with a priority list of tasks to get started on this project and report back to the board. A complete budget was included in the board packet.

*Staff has asked the policy of age of children alone in the library be changed to 8yo. Matt moved and Sharyn Seconded. Motion passed.

*Jody gave a wonderful presentation on the library to Rotary last week. The text was included in the board packet. Janice Shobe has come by the library and informed Ronda that they do have some monies that can be used for book collection development and other similar areas.

*Gordon asked when the meeting of both the library board and FoOLs would be. Ronda will talk with Megan. This meeting will fulfill the yearly training obligation from NWKLS.

Vicky motioned for adjournment and Sharyn seconded. Meeting was adjourned.

Next meeting is March 26, 2018 at 7 p.m.