

**Oberlin City Council meeting**  
**5:00 pm**  
**August 16, 2018**



**AGENDA**  
**CITY COUNCIL MEETING**  
Gateway 1 & 2 – Oberlin, Kansas  
August 16, 2018  
5:00 PM

**Meeting Called to Order** – Mayor Ladd Wendelin

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

**PLEDGE OF ALLEGIANCE to the Flag**

**BOARD APPOINTMENTS**

**Library Board:** Appoint Warren Bainter to replace Sharyn Bodfield to finish her term ending April 2019.

**Arts & Humanities:** Reappoint Joanne Wendelin, term ending July 2021 and appoint Susan Nelson to replace Amanda Grafel, term ending July 2021

**Planning & Zoning:** Reappoint Chris Koerperich and Glen Stragey, term ending August 2021. Appoint Nikki Sauvage to replace Chris Mastin, term ending August 2021.

**PUBLIC COMMENT**

- Oral Communications from the Audience

**PUBLIC HEARING August 16** – CDBG Water Main Project Resolution 708 & 709

**PUBLIC HEARING August 16** – 2019 Budget

**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\_\_\_\_\_

**ADMINISTRATORS REPORT**

1. Next Council Meeting September 6, 2018
2. KAIC Hays Meeting Update
3. Bids for Shop Building & Energy Audit

**New Business**

1. Verizon Lease Options
2. Hail Damage Bid for Gateway

**EXECUTIVE Sessions**

#1 Executive Session for non-elected personnel

**REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES**

- Mayors Report
- Public Works Department - Report Available for Discussion
- Treasurers Report - Cash Flow Statement Available for Discussion
- Police Report – Report Available for Discussion
- Board Reports – EDC Weekly Updates 7-9-18 to 8-3-18 and Strategic Planning
- Other Reports

**ADJOURNMENT**

- Action – Motion to Adjourn  
Motion\_\_\_\_\_ Second\_\_\_\_\_

AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES  
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT made this 16th day of August, 2018 by and between THE NORTHWEST KANSAS PLANNING AND DEVELOPMENT COMMISSION (NWKP&DC), hereinafter referred to as “ADMINISTRATIVE CONSULTANT”, and the City of Oberlin of the State of Kansas, hereinafter referred to as “City”.

Whereas, City is submitting a 2018 Small Cities Community Development Block Grant Application for the purpose of Water Main Improvements, and

Whereas, if funded, the project requires Community Development Block Grant Funds for completion;

Now, therefore, City engages the services of a state certified Administrative Consultant upon the following terms and conditions:

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, either party shall fail to fulfill in timely and proper manner their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the Parties shall thereupon have the right to terminate this Contract by giving written notice to the other of such termination and specifying the effective date thereof. This notice shall not be less than thirty days prior to the effective date. In such event, all finished or unfinished documents, studies and reports prepared by the Administrative Consultant under this Contract shall become the property of the Administrative Consultant, who shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract.

2. CHANGES

The City may, from time to time, request changes in the scope of the services of the Administrative Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrative Consultant’s compensation, which are mutually agreed upon by and between the City and the Administrative Consultant, shall be incorporated in written amendments to this Contract.

3. PERSONNEL

- A. The Administrative Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

- B. All of the services required hereunder will be performed by the Administrative Consultant or under his/her supervision and all personnel shall be fully qualified to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF THE ADMINISTRATIVE CONSULTANT

Services outlined in this proposal are those necessary to effectively administer a CDBG Grant for Community Improvement. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by the NWKP&DC. The service is divided into eight phases which are Grant Award, Environmental Procedure, Procurement of Professional Services, Civil Rights/Procurement Policy, Financial Management, Bidding, Construction, and Close-Out.

Grant Award

- 1. Handles and furnishes any details that KDOC may require.
- 2. Provides file labels for grantees files.

Environmental Procedures

- 1. Determine and discuss with KDOC the environmental category that applies to the project.
- 2. Prepares the required Environmental Assessment Report, Categorical Exclusion, or Exemption Certificate for the project.
- 3. If an Environmental Impact Statement is required, assist the City in the securing of professional services for the report.
- 4. Sends to all required agencies the environmental information so that the environmental review can be cleared. Refers all questioned responses to the proper party.
- 5. Drafts and furnishes the City all legal notices required to meet KDOC's environmental publication requirements.
- 6. Instructs the City staff throughout the environmental review process.
- 7. Conducts with the City any public hearings that may be necessary.
- 8. Prepares for the City the Request for Release of Funds Notice.
- 9. Prepares for the City the Finding of No Significant Impact Notice.
- 10. Prepares for the City the Environmental Certification Form.
- 11. Processes all forms and mails to KDOC field representative.

### Procurement of Professional Services

1. Assist the City in the procurement of architectural or engineering services if necessary.
2. Send Requests for Qualifications to Engineers or Architects, including minority bidders.
3. Answer project questions raised by professionals.
4. Attend opening and award of professional services by the City.
5. Educate local officials about the rating system and provide rating form.
6. Notify all firms of the outcome.
7. No member of the NWKP&DC staff will participate in the selection of the professional.

### Civil Rights/Procurement Policy

1. Complete Civil Rights Demographics Form prior to the first Quarterly Report.
2. Prepare Notice of Fair Housing/Civil Rights Contact Person Form prior to the first Quarterly Report.
3. Assist the City in identifying the proper Civil Rights Activity to be performed by the City. NWKP&DC will not conduct this Civil Rights Activity; it is the responsibility of the City.
4. Assists the City in the development and adoption of the required local Procurement Policy, if necessary.
5. Assist the City in adopting a procedure in handling Fair Housing complaints.

### Financial Management

1. Assists City in the establishment of a Financial Management System (Grant Accounting System).
2. Prepares all Requests for Funds (Drawdowns) for City action. Presents drawdowns to the City on an as-needed basis. If not presented, drawdowns will be mailed or faxed to the City for approval and signatures.
3. Prepares the Actual Cash Disbursements Reports along with Drawdown requests.
4. Prepares Quarterly Reports.
5. Reviews all payment requests including back-up invoices to assure compliance with the grant.
6. Delivers or mails all back-up invoices to the City for record retention.
7. Prepares for the City a disbursement sheet for each pay request to assist in bill payment.

### Bidding

1. Will apply for and furnish Davis-Bacon wage rates for all required contracts.
2. Assists in the preparation of bid documents. Furnishes required Labor, Civil Rights, and other federal standards.
3. Reviews bid documents for federal compliance.
4. Review legal notices and monitors to assure bid procedure compliance.
5. Attends bid opening when possible to review and confirm General Contractor eligibility.
6. Reviews all contracts for compliance with CDBG standards.

### Construction

1. Attends pre-construction conference and reviews Labor Standard Requirements. Prepare minutes of this conference for City's file.
2. Prepares and forwards all notices and forms to KDOC covering bids, pre-construction conference, awards, start dates, and contracts.
3. Trains and assists the appointed Labor Standards Officer. Assists officer in the maintenance of records and files.
4. Receive and review employee payroll and interview sheets. Review for Labor Standards Compliance and deliver to the City for the pertinent file.
5. Maintains constant contact with KDOC. Attends all KDOC monitoring visits and assists City with KDOC compliance letters.
6. Reports any major changes in schedule to the City.
7. Coordinates payments and schedules with engineer/architect.

### Close-Out

1. Upon completion of the project, the Administrative Consultant shall complete the KDOC close-out packet.
  2. Assure that a final inspection is made.
  3. Assist the City in the procurement of a qualified auditing firm if necessary.
  4. Prepare the Legal Notice for the Performance Public Hearing and attends the hearing.
5. RECORDS AND AUDITS

The Administrative Consultant and the City shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative. Following completion of the audit and the closing of the grant, the records will be returned to the City Clerk for the City's retention.

The Administrative Consultant shall assist the City in developing a Financial Management System which will meet the KDOC's standards and in particular those which will comply with Common Rule. This will include the designation of a local depository for grant funds and the establishment of the letter-of-credit fund drawdown system.

The City will be responsible for having the records audited by a Certified Public Accountant at the completion of the construction project, if required. The expense for this audit will be a responsibility of the City.

6. COMPLIANCE WITH LOCAL LAWS

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments.

7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Administrative Consultant agrees as follows:

- A. The Administrative Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, religion, age, national origin, or family status. The Administrative Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, religion, age, national origin, or family status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, religion, age, national origin, or family status.
- C. The Administrative Consultant will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Contract so said provisions will be binding upon each subcontractor.
- D. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the Secretary of Labor.

8. The Administrative Consultant will comply with Title VI of the Civil Rights Act of 1964; no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. The Administrative Consultant will comply with Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601).

10. The Administrative Consultant will comply with Section 504 of the Rehabilitation Act of 1973 (Pub. L. 83-112), as amended and implementing regulations when published for effect.

11. The Administrative Consultant will comply with the Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published or effect.

12. The Administrative Consultant will comply with all provisions of the Fair Housing Amendments Act of 1988, which establishes an administration enforcement mechanism, provides stiffer penalties than the present act, and expands its coverage to include handicapped persons and families with children.

13. The Administrative Consultant will comply with Executive Order 11063 as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107.

14. The Administrative Consultant will comply with the provisions of the Kansas Act Against Discrimination, and shall not discriminate against any persons in the performance of work done under this contract or not provide full and equal housing because of race, religion, color, sex, physical handicapped, national origin, ancestry, or family status. In all solicitations or advertisement to employees, the Debtor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the State Civil Rights Commission.

15. The Administrative Consultant will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u.

16. The Administrative Consultant will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60.

17. Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, amended Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

18. Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment.

19. The Administrative Consultant will comply with Title I of the Housing and Community Development Act of 1974, as amended.

20. The Administrative Consultant will comply with Section 519, Public Law 101-144 (the 1990 HUD Appropriation Act).

21. Restriction on Lobbying Contracts over \$100,000, NWKP&DC has not paid, or agreed to pay, to any firm, organization of persons (other than a bonafide employee working solely for the NWKP&DC any fee, contribution, donation, or consideration of any kind for, or in consideration with, procuring or carrying out this agreement.

22. INTEREST OF MEMBERS OF A CITY

No members of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrative Consultant shall take appropriate steps to insure compliance.

23. INTEREST OF AMINISTRATIVE CONSULTANT AND EMPLOYEES

The Administrative Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrative Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

24. FEES

The City agrees to pay the Administrative Consultant a fee for the services outlined on a per item basis, to be paid with CDBG funds:

Completion of Contracts /Grant Conditions	20%
First Drawdown of funds for construction	30%
50% construction Drawdown of CDBG funds	25%
Prior to final close-out paperwork, when Monitoring findings are cleared.	15%
Close-out	<u>10%</u>
PROJECT COMPLETED	100%

Total Fee under this contract will not exceed \$20,800 (\$20,000 CDBG and \$800 Local for Environmental Review).

This contract is contingent upon 2019 CDBG funding and will be considered null and void if 2019 CDBG funding is not awarded,

IN WITNESS WHEREOF, the parties have signed this Agreement **August 16, 2018.**

By \_\_\_\_\_  
Ladd Wendelin, Mayor

Attest: (Seal)

By \_\_\_\_\_  
Sandy Rush , City Clerk

ADMINISTRATIVE CONSULTANT

By \_\_\_\_\_  
Randall J. Hrabe, Executive Director

**Form B – Project Budget Form:**

Activity	CDBG Funds	Other Funds	Total Cost	Source of Other Funds
<b>1. <u>Public Facilities proposed:</u> (whole dollars)</b>				
a.) Construction	580,000	346,495	926,495	CDBG/Local
b.)				
c.)				
d.) Acquisition, including easements				
e.) Engineering Design		69,800	69,800	Local
f.) Construction Inspection		57,950	57,950	Local
g.) Architectural Services				
h.) Other Professional Services*				
<b>Total, Public Facility Activities</b>	<b>580,000</b>	<b>474,245</b>	<b>1,054,245</b>	<b>CDBD/Local</b>
<b>2. <u>Reserved for Housing Activities:</u></b>				
<b>Total, Housing Activities</b>				
<b>3. <u>Administration:</u></b>				
a.) Administrative Activities	20,000	800	20,800	CDBG/Local
b.) Legal**				
c.) Audit				
<b>Total, Administration</b>	<b>20,000</b>			
<b>4. Total, All Activities</b>	<b>600,000</b>	<b>475,045</b>	<b>1,075,045</b>	<b>CDBG/Local</b>

\*Other professional services; please explain: \_\_\_\_\_

\*\* Provide explanation of need of these expenses: \_\_\_\_\_

THE CITY/COUNTY OF OBERLIN, KANSAS

RESOLUTION NO. 708

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2019 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR/COMMISSIONER  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Oberlin, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Oberlin, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Oberlin, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Oberlin, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$475,045 in cash funds toward this project and \$0 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF Oberlin, KANSAS, this 16th day of August, 2018.

APPROVED \_\_\_\_\_  
MAYOR/COMMISSIONER

ATTEST \_\_\_\_\_

(SEAL)

THE CITY/COUNTY OF Oberlin, KANSAS

**August 16, 2018**

**Kansas Department of Commerce  
CDBG Program Administrator  
1000 S.W. Jackson Street, Suite 100  
Topeka, KS 66612-1354**

**To Whom It May Concern,**

The purpose of this letter is to certify the City of Oberlin has funds available and on deposit in The Bank, Oberlin, Kansas in the amount of \$475,045.

This amount will be used as cash leverage, which has been committed for the 2019 Community Development Block Grant application for water system improvements. These funds have no other encumbrances and are hereby pledged and encumbered as leverage in this application.

**Sincerely,**

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**Ladd Wendelin, Mayor  
City of Oberlin**

CITY/COUNTY OF OBERLIN, KANSAS

RESOLUTION NO. 709

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE WATERMAIN SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of Oberlin is applying for Small Cities Community Development Block Grant funds under the Water/Sewer Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of Oberlin wishes to utilize this funding for the purpose of constructing improvements to the city's/county's watermain system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of Oberlin has determined that the annual operation and maintenance costs of the watermain system improvements are anticipated to be approximately \$717,832; and,

WHEREAS, The annual water operation budget has been determined to be adequate to fund the operation and maintenance of the watermain system,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Oberlin, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF OBERLIN, KANSAS THIS 16<sup>th</sup> DAY OF August, 2018.

ATTEST:

\_\_\_\_\_  
MAYOR/COMMISSIONER

\_\_\_\_\_  
CITY CLERK/COUNTY CLERK

(SEAL)

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will comply with the provisions of 24-CFR-200.
  - (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Ladd Wendelin
Signature, Chief Elected Official	Name (typed or printed)
Mayor	<b>August 16, 2018</b>
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Oberlin, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

None

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Oberlin on the 16th day of August, 2018.

Date: \_\_\_\_\_ Signature – Chief Elected Official: \_\_\_\_\_

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

**Applicant/Recipient Information** Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Oberlin 1 Morgan Drive, Oberlin, KS 67749 (785) 475-2217	2. Social Security Number or Employer ID Number: 48-6014612
3. HUD Program Name Not Yet Funded	4. Amount of HUD Assistance Requested/Received \$600,000
5. State the name and location (street address, City and State) of the project or activity: Beaver & Neill Ave (Just north of Victoria St. to Jefferson St.) E. Ave (Commercial St. to Adams St.) Jefferson St. & Cass	

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
City of Oberlin, 1 Morgan Drive, Oberlin, KS 67749	Cash	\$475,045	Construct, Eng, Design, ER

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Hrabe, Randall/NWKP&DC PO Box 248, Hill City, KS 67642	48-0798426	Administration	\$28,000/2.6%
Miller, Chris/Miller & Associates 1111 Central Avenue, Kearney, NE 68847	47-0659366	Design/Inspection	\$127,750/11.8%

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy)  08/16/2018
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Kansas Department of Commerce  
Community Development Block Grant (CDBG) Program  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612-1354

**DETERMINATION OF LEVEL OF REVIEW**

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Oberlin - Not Yet Funded

Project Location: Locations for replacement include Beaver & Neill Avenue (Just north of Victoria St. to Jefferson St.), East Avenue (Commercial St. to Adams St.) and Jefferson St. & Cass Avenue (Neill Ave. to Cass Ave.) in the City Limits of Oberlin, KS.

Project Description: The project involves replacing existing waterlines. Locations for replacement include Beaver & Neill Avenue (Just north of Victoria St. to Jefferson St.) replacing 3,700 feet, East Avenue (Commercial St. to Adams St.) replacing 1,950 feet and Jefferson St. & Cass Avenue (Neill Ave. to Cass Ave.) replacing 500 feet. Work includes replacement of the old cast iron mains with 6 (six) inch PVC pipe, new valves, thirteen new fire hydrants and new services to the property line. The City will be upgrading 140 meters as they complete the distribution main replacement project. No land acquisition or easements will be required. The proposed funding is \$475,045 City, & \$600,000 of CDBG funds. Construction is estimated to begin in July 2019 and be complete in December 2019

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(\_\_\_)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(\_\_\_)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(1)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

_____ Chief Elected Official (print name/title)	_____ Chief Elected Official's Signature
_____ Date	

## **REGULAR COUNCIL MEETING – August 2, 2018 – GATEWAY – 5:00 P.M. - UNAPPROVED**

**CALL TO ORDER** – Acting Mayor Brandon Oien called the meeting to order at 5:00 pm and the Pledge of Allegiance to the Flag was recited.

**Roll Call of the Members of the City Council** - Brandon Oien, Scott Gawith, Jim Garner, Deb Lohofener. Majority of the Body Present.

**Absent:** Mayor Ladd Wendelin, Jim Marchello and City Attorney Steve Hirsch.

**Others Present** - City Administrator Halley Roberson, City Foreman David Sporn, Police Chief Brad Burmaster, City Treasurer Steve Zodrow, Airport Manager Brice Meitl, Cynthia Haynes with the Oberlin Herald, Ruth & Jim Miesner, Marilyn Black, Troy Haas, and City Clerk Sandy Rush.

**BOARD APPOINTMENTS** – Oberlin Housing Authority: Gawith moved, second by Lohofener to appoint Joy Russell to replace Dori Pauls to finish her term ending May 2021. **Motion carried.**

### **CONSENT AGENDA**

Approval of minutes of July 19, 2018 regular council meeting and the approval of bills. Gawith moved, second by Lohofener to approve the Consent Agenda. **Motion carried.**

### **ADMINISTRATORS REPORT**

Administrator Roberson reported the next regular council meeting is scheduled for August 16, 2018. She said the advertisement for bids to construct a city storage building and the Energy Conservation Project were still out. Roberson encouraged people to watch the website for the flexible pool schedule and they planned on staying open until Labor Day. With inconsistent water test results, the pool was closed for two days until it was confirmed they were normal. Roberson informed council IES Commercial & Industrial from Holdrege would be in town August 6<sup>th</sup> to start the electric infrastructure plan. Also, the city crew will be replacing the last of the 136 old meters to radio read digital meters. Advised council that all the Way-finding signs had been put up. The Convention and Visitor's Bureau has a brochure almost ready to go.

### **OLD BUSINESS**

**Street Project** – City Foreman David Sporn requested permission for the crew to put in a concrete strip 209-foot long, 8-foot wide and 6-inches deep in the 200 block of Grand Avenue. Sporn said they would do both sides of the 24-foot street wide street, leaving an 8-foot asphalt strip to be done later if they want. The crown would be 3 inches high on paved streets and 6 inches on unpaved ones, which is needed for drainage. He said the cost to complete this project would be \$9,350 instead of \$150,000 for a contractor to do 3 ½ blocks. Gawith moved, second by Garner to approve the test strip. **Motion carried.**

### **NEW BUSINESS**

**UPOC Ordinance No. 904** – Lohofener moved, seconded by Gawith to approve Ordinance No. 904, incorporating Uniform Public Offense Code (UPOC) for the purpose of regulating public offenses. **Motion carried.**

**STO Ordinance No. 905** - Lohofener moved, seconded by Gawith to approve Ordinance No. 905, incorporating Standard Traffic Ordinance (STO) for the purpose of regulating traffic. **Motion carried.**

**United Rebel Sprint Series CMB License** – Lohofener moved, second by Garner to approve the Cereal Malt Beverage (CMB) license for Rick Salem DBA United Rebel Sprint Series LLC at the fairgrounds for the Bob Salem Memorial Races to be held August 18-19, 2018. **Motion carried.**

**Acting Mayor Report** – Oien commented about the Thank You from the Swim Club for the use of the pool for their swim meet.

**Public Works Department** – Foreman report available for discussion.

**Treasurer Report** – Sales tax report available for discussion.

**Board Reports** – Minutes from CVB and the Library July board meetings are available for discussion. Lohofener moved, second by Gawith to adjourn the meeting at 5:30 p.m. **Motion carried.**

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Sandy Rush, City Clerk

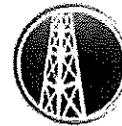
Ladd Wendelin, Mayor



**AMERICAN TOWER**

February 27, 2018

City of Oberlin KS  
1 Morgan Dr  
Oberlin, KS 67749



**TOWER  
ALLIANCE**

American Tower Site: Site Number 419779 Oberlin #2

Dear Steve :

As you may already be aware, American Tower Corporation, through one or more affiliates, recently entered into a transaction with Verizon Wireless pursuant to which American Tower manages, operates, and maintains, as applicable, a telecommunications site located on your property. As a leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with landlords. Over the past several years, an increasing number of landlords have contacted us about taking advantage of the equity in the tower located on their property by selling their lease agreement for a lump sum payment. In connection with this interest and our own desire to establish a long term relationship with you, American Tower is pleased to present you with the following conditional offers:

- **Option 1: Full Monetization**
  - Lump sum cash payment of **\$72,000.00** in exchange for a perpetual easement interest in your property paid at closing in lieu of rent.
  
- **Option 2: Installment Plan**
  - Approximately **120 monthly payments** of approximately **\$771.00** in exchange for a perpetual easement interest in your property in lieu of rental payments.
  - Total value of payments over plan period of approximately **\$92,563.00**; or
  - An installment structure personalized to fit your short and/or long-term financial needs.
  
- **Option 3: Lease Extension**
  - A one-time signing bonus of **\$25,000.00**
  - Extend your current lease for an additional five (5) years beyond the current expiration date with options to renew for seven (6) additional five (5) year termsAll rental payments and escalations to remain in full force and effect through the extended term

If you are interested in discussing any of these options or have been approached by other companies interested in purchasing your lease, ***we want to hear from you!*** We can likely match or exceed any offers you receive and will work with you to structure a plan best suited to meet your financial goals.

Kind Regards,

Sincerely,  
Shannon Walsh  
Lease Consultant, Tower Alliance LLC (An Authorized Vendor of American Tower)  
561-705-0149 Office  
swalsh@toweralliancellc.com

**\*\*PLEASE NOTE:** This conditional offer expires on January 31<sup>st</sup> 2018, and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.

## LAND LEASE AGREEMENT

This Agreement, made this 24 day of June, 2011 between **CITY OF OBERLIN, KANSAS**, with its principal offices located at 1 Morgan Drive, Oberlin, Kansas 67749, hereinafter designated LESSOR and **ALLTEL COMMUNICATIONS, LLC D/B/A VERIZON WIRELESS**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 501 E. Victoria Street, Oberlin, Kansas 67749, and being described as a 40' x 60' parcel containing 2,400 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, East Victoria Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Decatur County as parcel number 020-141-12-0-00-00-001.00 and is further described in Deed Book A94, at Page 323, as recorded in the Office of the Register of Deeds for Decatur County.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

### 3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time

rental payments shall commence and be due at a total annual rental of Four Thousand Eight Hundred and 00/100ths Dollars (\$4,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rent for each (5) year extension term shall increase fifteen (15%) percent over the annual rent due for the immediately preceding five (5) year term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any

taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility, including but not limited to a communications tower not to exceed two hundred thirty (230') feet in height (this height shall be exclusive of appurtenances such as a lightning rod), and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above.

LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

#### 10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence

and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with Five Million and 00/100ths (\$5,000,000.00) Dollars combined single limit coverage for bodily injury and property damage. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. In the event that LESSEE terminates the Agreement pursuant to this Paragraph 12, LESSEE shall pay to LESSOR a termination fee in an amount equal to three (3) months' rent at the then current rate. Said termination fee shall be paid to LESSOR within forty-five (45) days of termination of the Agreement.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Premises as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Premises for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Oberlin, Kansas  
1 Morgan Drive  
Oberlin, Kansas 67749

LESSEE: Alltel Communications, LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

## 27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement

and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

## 29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that

such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be

considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**CITY OF OBERLIN, KANSAS**

Loren Larson  
WITNESS

By: Joe Stanley  
Name: Joe Stanley  
Its: Mayor  
Date: 3-28-11

**LESSEE:**

**ALLTEL COMMUNICATIONS, LLC  
D/B/A VERIZON WIRELESS**

[Signature]  
WITNESS

By: Beth Ann Drohan  
Beth Ann Drohan  
Its: Area Vice President Network  
Date: 6/24/11

**Exhibit "A"**

**[METES AND BOUNDS DESCRIPTION OF PREMISES]**

**DESCRIPTION: Parent Parcel**

The South One-half of the Southeast Quarter (S/2SE/4) of Section One (1); the North One-half of the Northeast Quarter (N/2NE/4) of Section Twelve (12); the Southwest Quarter of the Northeast Quarter (SW/4NE/4) of Section Twelve (12); and the Northwest Quarter of the Southeast Quarter (NW/4SE/4) of Section Twelve (12), ALL in Township Three (3) South, Range Twenty-nine (29) West of the 6th P.M. in Decatur County, Kansas.

**DESCRIPTION: Land Space**

A tract of land in the Southeast Quarter of Section 1, Township 3 South, Range 29 West of the Sixth Principal Meridian, Decatur County, Kansas described as follows:

Beginning at a point that is N 01°59'05" E 1230.52 feet and S 88°00'55" E 39.74 feet from the Southwest Corner of the Northeast Quarter of said Section 1, being Corner 1, marked by a 1/2" rebar; thence

N 52°27'19" E 60.00 feet to Corner 2, marked by a 1/2" rebar; thence

S 27°32'41" E 40.00 feet to Corner 3, marked by a 1/2" rebar; thence

S 52°27'19" W 60.00 feet to Corner 4, marked by a 1/2" rebar; thence

N 27°32'41" W 40.00 feet to the point of beginning, containing 2,400 square feet.

Subject to easements and restrictions of record.

**DESCRIPTION: Access and Utility Rights of Way**

A tract of land in the Southeast Quarter of Section 1, Township 3 South, Range 29 West of the Sixth Principal Meridian, Decatur County, Kansas described as follows:

Beginning at a point that is N 01°59'05" E 1142.50 feet from the Southwest Corner of the Southeast Quarter of said Section 1, said point being on the West Line of the Southeast Quarter of said Section 1; thence

N 01°59'05" E 11.49 feet along the West Line of the Southeast Quarter of said Section 1; thence

N 52°27'19" E 62.30 feet; thence

N 27°32'41" W 67.00 feet; thence

N 52°27'19" E 30.00 feet; thence

N 27°32'41" W 38.68 feet to the South right of way line of East Victoria Street; thence

S 88°00'55" E 22.59 feet along the South right of way line of East Victoria Street; thence

S 27°32'41" E 27.35 feet; thence

N 52°27'19" E 20.00 feet; thence

S 27°32'41" E 20.00 feet to the Northeasterly Corner of the above described tract; thence

S 52°27'19" W 60.00 feet to the Northwesterly Corner of the above described tract; thence

S 27°32'41" E 47.00 feet; thence

N 52°27'19" E 206.56 feet to the South right of way line of East Victoria Street; thence

S 88°00'55" E 20.29 feet along the South right of way line of East Victoria Street; thence

S 52°27'19" W 302.17 feet to the point of beginning, containing 5,435 square feet.

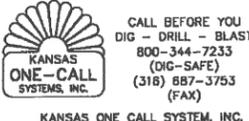
Subject to easements and restrictions of record.

Exhibit "B"

**[BOUNDARY SURVEY OF PREMISES]**

(See Attached.)

**EXHIBIT B**



The utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

**TITLE REPORT EASEMENTS:**  
This survey is based on a title report prepared by Fidelity National Title Insurance Company, File Number 12296585, dated December 6, 2010.  
There are no easements or other encumbrances listed that affect the land space or rights of way.

**TITLE REPORT EASEMENTS:**  
This survey is based on a title report prepared by Fidelity National Title Insurance Company, File Number 12518892, dated March 1, 2011.  
2. Railroad Right of Way, Instrument No. 144. Right of way described as a triangular piece of land lying North of a line 150 feet South of and parallel with the center line of the railroad. Railroad lies North of Victoria Avenue. Does not affect the land space or rights of way.

4. Findings by The Chief Engineer, Division of Water Resources, Department of Agriculture, Book A82, Page 586. Document is for the installation of water flow meters on water wells located within the Beaver Creek and Sappa Creek Subbasins in Decatur County, including Section 1, T3S, R29W. There are no water wells located on the land space or rights of way. Does not affect the land space or rights of way.

5. Partial Assignment Agreement, Book A84, Page 825. Agreement between KN Energy, Inc and Midwest Energy, Inc for the purchase of all rights of way, easements and permits for natural gas distribution operations in Section 1, T3S, R29W. No location of gas lines or appurtenances given. Could affect the land space and rights of way.

**FLOOD INFORMATION NOTE:**  
According to the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Flood Number 200073 0001 B, Dated January 17, 1985, the land space and rights of way are located in Zone A20. Zone A20 is defined as "An area inundated by 100 year flooding, for which no base flood elevations have been established".

**NOTES:**  
No gaps or overlaps exist.  
Bearings used for this survey were based on the west line of the East Half of Section 1, T3S, R29W, being assumed N 01°59'05" E.  
There are no lines of possession that affect this survey.

**ZONED:** AG (AGRICULTURE)  
SE 1/4 SEC. 1, T3S, R29W

**NOTES:**  
1. Land Space = 2,400 Square Feet or 0.055 Acres  
2. Title Source: Decatur County Register of Deeds; Book A94, Page 323  
3. Title Owner: City of Oberlin  
#1 Morgan Drive  
Oberlin, KS 67749  
4. Tax Assessor's Parcel Number: 020-141-12-0-00-001.01

**DESCRIPTION: Parent Parcel**  
The South One-half of the Southeast Quarter (S/2SE/4) of Section One (1); the North One-half of the Northeast Quarter (N/2NE/4) of Section Twelve (12); the Southwest Quarter of the Northeast Quarter (SW/4NE/4) of Section Twelve (12); and the Northwest Quarter of the Southeast Quarter (NW/4SE/4) of Section Twelve (12), ALL in Township Three (3) South, Range Twenty-nine (29) West of the 6th P.M. in Decatur County, Kansas.

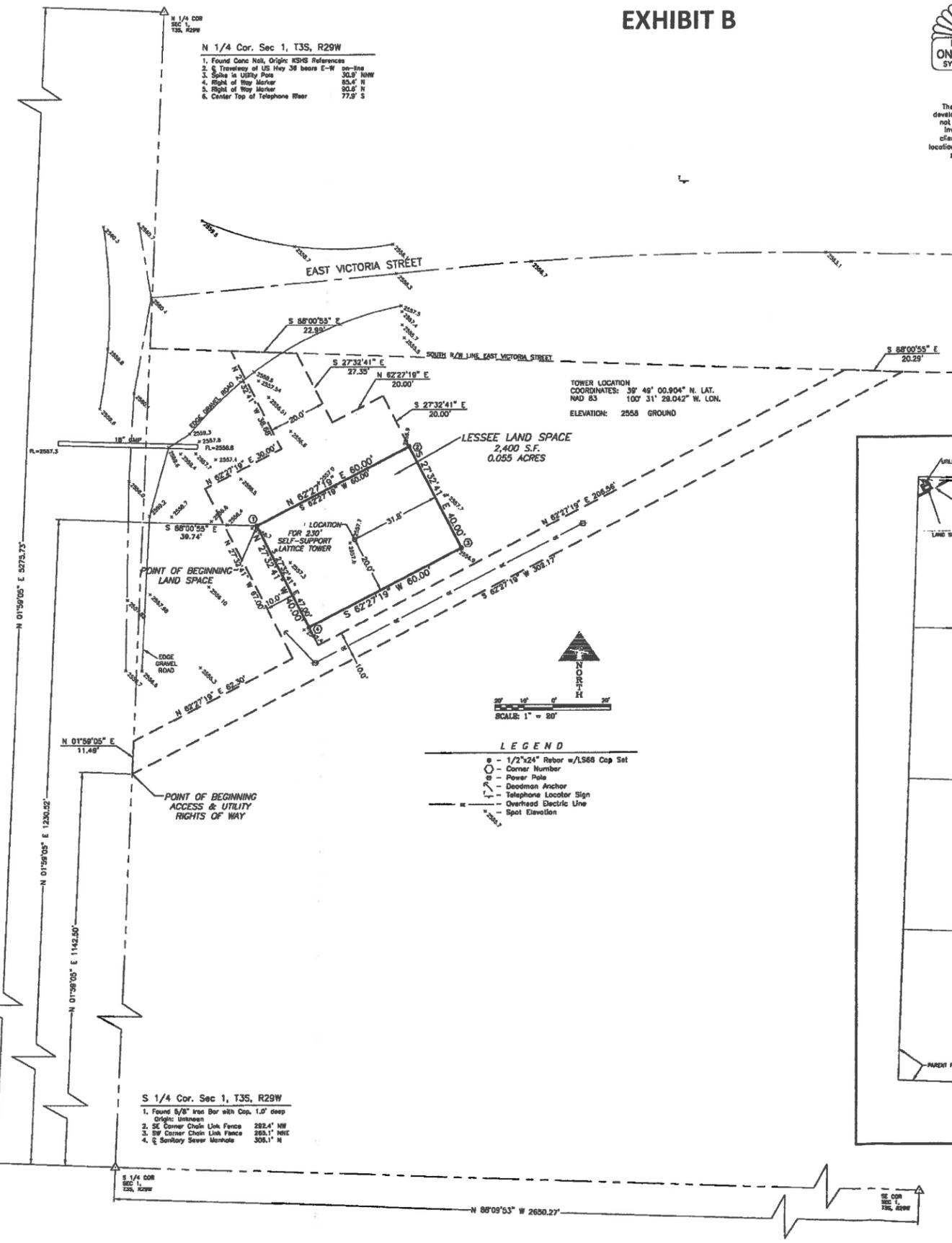
**DESCRIPTION: Land Space**  
A tract of land in the Southeast Quarter of Section 1, Township 3 South, Range 29 West of the Sixth Principal Meridian, Decatur County, Kansas described as follows:  
Beginning at a point that is N 01°59'05" E 1230.52 feet and S 88°00'55" E 39.74 feet from the Southwest Corner of the Northeast Quarter of said Section 1, being Corner 1, marked by a 1/2" rebar; thence  
N 62°27'19" E 60.00 feet to Corner 2, marked by a 1/2" rebar; thence  
S 27°32'41" E 40.00 feet to Corner 3, marked by a 1/2" rebar; thence  
S 62°27'19" W 60.00 feet to Corner 4, marked by a 1/2" rebar; thence  
N 27°32'41" W 40.00 feet to the point of beginning, containing 2,400 square feet.  
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N 27°32'41" W 67.00 feet; thence  
N 62°27'19" E 30.00 feet; thence  
N 27°32'41" W 38.88 feet to the South right of way line of East Victoria Street; thence  
S 88°00'55" E 22.98 feet along the South right of way line of East Victoria Street; thence  
S 27°32'41" E 27.35 feet; thence  
N 62°27'19" E 20.00 feet; thence  
S 27°32'41" E 20.00 feet to the Northeastly Corner of the above described tract; thence  
S 62°27'19" W 60.00 feet to the Northwestly Corner of the above described tract; thence  
S 27°32'41" E 47.00 feet; thence  
N 62°27'19" E 208.56 feet to the South right of way line of East Victoria Street; thence  
S 88°00'55" E 20.29 feet along the South right of way line of East Victoria Street; thence  
S 62°27'19" W 302.17 feet to the point of beginning, containing 5,435 square feet.  
Subject to easements and restrictions of record.

**CERTIFICATION:**  
We hereby certify the tract of land as shown on this drawing was surveyed by us or under our direct supervision during the month of November, 2010.

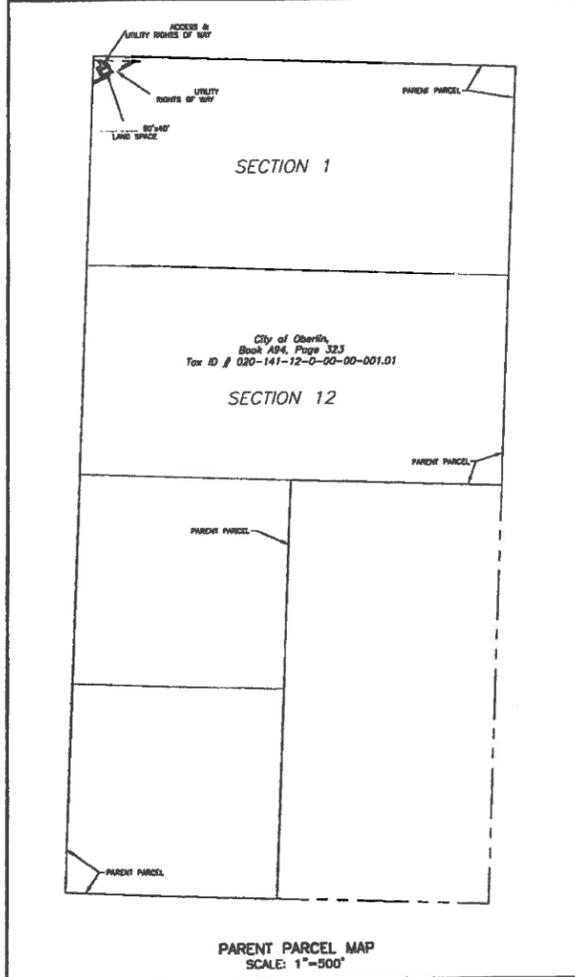


**SE Cor. Sec 1, T3S, R29W**  
1. Found 5/8" Iron Bar with Cap, 1.0" deep  
Origin: Unknown  
2. SE Corner Chain Link Fence 282.4" NW  
3. SW Corner Chain Link Fence 281.1" NE  
4. E Sanitary Sewer Manhole 308.1" N



**N 1/4 Cor. Sec 1, T3S, R29W**  
1. Found Conc Nails, Origin: KSHS References  
2. S Travelway of US Hwy 38 bears E-W on-line  
3. Spike in Utility Pole 30.0' NW  
4. Right of Way Marker 65.0' N  
5. Right of Way Marker 90.0' N  
6. Center Top of Telephone Pole 77.0' S

**S 1/4 Cor. Sec 1, T3S, R29W**  
1. Found 5/8" Iron Bar with Cap, 1.0" deep  
Origin: Unknown  
2. SE Corner Chain Link Fence 282.4" NW  
3. SW Corner Chain Link Fence 281.1" NE  
4. E Sanitary Sewer Manhole 308.1" N



VERIZON WIRELESS - KS01 OBERLIN #2  
OBERLIN #2 CELLULAR TOWER SITE  
SE 1/4 SECTION 1, T3S, R29W, DECATUR COUNTY, KANSAS

**SMH CONSULTANTS**  
4201B Anderson Avenue, Suite 2 • Merriam, Kansas 66203  
(785) 776-0541 • FAX: 776-8760 • Email: info@smhconsultants.com

PROJECT NO.	101130AS
DATA FILE NO.	85
REVISED: DATE:	12/20/10
CHECKED BY:	TS
DRAWN BY:	DBA
DATE:	12/16/10
SHEET NO.	1
TOTAL SHEETS	1

Verizon Tower Lease  
Lease Option Comparison Worksheet

Date	Current Contract				Option 2		
	Pmts	Renewal	Received	Cumulative	Pmts	Received	Cummulative
Jan-13	1	Original	\$ 400.00	\$ 400.00			
Feb-13	2		\$ 400.00	\$ 800.00			
Mar-13	3		\$ 400.00	\$ 1,200.00			
Apr-13	4		\$ 400.00	\$ 1,600.00			
May-13	5		\$ 400.00	\$ 2,000.00			
Jun-13	6		\$ 400.00	\$ 2,400.00			
Jul-13	7		\$ 400.00	\$ 2,800.00			
Aug-13	8		\$ 400.00	\$ 3,200.00			
Sep-13	9		\$ 400.00	\$ 3,600.00			
Oct-13	10		\$ 400.00	\$ 4,000.00			
Nov-13	11		\$ 400.00	\$ 4,400.00			
Dec-13	12		\$ 400.00	\$ 4,800.00			
Jan-14	13		\$ 400.00	\$ 5,200.00			
Feb-14	14		\$ 400.00	\$ 5,600.00			
Mar-14	15		\$ 400.00	\$ 6,000.00			
Apr-14	16		\$ 400.00	\$ 6,400.00			
May-14	17		\$ 400.00	\$ 6,800.00			
Jun-14	18		\$ 400.00	\$ 7,200.00			
Jul-14	19		\$ 400.00	\$ 7,600.00			
Aug-14	20		\$ 400.00	\$ 8,000.00			
Sep-14	21		\$ 400.00	\$ 8,400.00			
Oct-14	22		\$ 400.00	\$ 8,800.00			
Nov-14	23		\$ 400.00	\$ 9,200.00			
Dec-14	24		\$ 400.00	\$ 9,600.00			
Jan-15	25		\$ 400.00	\$ 10,000.00			
Feb-15	26		\$ 400.00	\$ 10,400.00			
Mar-15	27		\$ 400.00	\$ 10,800.00			
Apr-15	28		\$ 400.00	\$ 11,200.00			
May-15	29		\$ 400.00	\$ 11,600.00			
Jun-15	30		\$ 400.00	\$ 12,000.00			
Jul-15	31		\$ 400.00	\$ 12,400.00			
Aug-15	32		\$ 400.00	\$ 12,800.00			
Sep-15	33		\$ 400.00	\$ 13,200.00			
Oct-15	34		\$ 400.00	\$ 13,600.00			
Nov-15	35		\$ 400.00	\$ 14,000.00			
Dec-15	36		\$ 400.00	\$ 14,400.00			
Jan-16	37		\$ 400.00	\$ 14,800.00			
Feb-16	38		\$ 400.00	\$ 15,200.00			
Mar-16	39		\$ 400.00	\$ 15,600.00			
Apr-16	40		\$ 400.00	\$ 16,000.00			
May-16	41		\$ 400.00	\$ 16,400.00			
Jun-16	42		\$ 400.00	\$ 16,800.00			
Jul-16	43		\$ 400.00	\$ 17,200.00			
Aug-16	44		\$ 400.00	\$ 17,600.00			
Sep-16	45		\$ 400.00	\$ 18,000.00			
Oct-16	46		\$ 400.00	\$ 18,400.00			
Nov-16	47		\$ 400.00	\$ 18,800.00			
Dec-16	48		\$ 400.00	\$ 19,200.00			
Jan-17	49		\$ 400.00	\$ 19,600.00			
Feb-17	50		\$ 400.00	\$ 20,000.00			
Mar-17	51		\$ 400.00	\$ 20,400.00			
Apr-17	52		\$ 400.00	\$ 20,800.00			
May-17	53		\$ 400.00	\$ 21,200.00			
Jun-17	54		\$ 400.00	\$ 21,600.00			
Jul-17	55		\$ 400.00	\$ 22,000.00			
Aug-17	56		\$ 400.00	\$ 22,400.00			
Sep-17	57		\$ 400.00	\$ 22,800.00			
Oct-17	58		\$ 400.00	\$ 23,200.00			
Nov-17	1	Ext #1	\$ 460.00	\$ 23,660.00			
Dec-17	2		\$ 460.00	\$ 24,120.00			
Jan-18	3		\$ 460.00	\$ 24,580.00			
Feb-18	4		\$ 460.00	\$ 25,040.00			
Mar-18	5		\$ 460.00	\$ 25,500.00			
Apr-18	6		\$ 460.00	\$ 25,960.00			
May-18	7		\$ 460.00	\$ 26,420.00			
Jun-18	8		\$ 460.00	\$ 26,880.00			
Jul-18	9		\$ 460.00	\$ 27,340.00			

Verizon Tower Lease  
Lease Option Comparison Worksheet

Date	Current Contract				Option 2		
	Pmts	Renewal	Received	Cumulative	Pmts	Received	Cummulative
Aug-18	10		\$ 460.00	\$ 460.00	1	\$ 771.35	\$ 771.35
Sep-18	11		\$ 460.00	\$ 920.00	2	\$ 771.35	\$ 1,542.70
Oct-18	12		\$ 460.00	\$ 1,380.00	3	\$ 771.35	\$ 2,314.05
Nov-18	13		\$ 460.00	\$ 1,840.00	4	\$ 771.35	\$ 3,085.40
Dec-18	14		\$ 460.00	\$ 2,300.00	5	\$ 771.35	\$ 3,856.75
Jan-19	15		\$ 460.00	\$ 2,760.00	6	\$ 771.35	\$ 4,628.10
Feb-19	16		\$ 460.00	\$ 3,220.00	7	\$ 771.35	\$ 5,399.45
Mar-19	17		\$ 460.00	\$ 3,680.00	8	\$ 771.35	\$ 6,170.80
Apr-19	18		\$ 460.00	\$ 4,140.00	9	\$ 771.35	\$ 6,942.15
May-19	19		\$ 460.00	\$ 4,600.00	10	\$ 771.35	\$ 7,713.50
Jun-19	20		\$ 460.00	\$ 5,060.00	11	\$ 771.35	\$ 8,484.85
Jul-19	21		\$ 460.00	\$ 5,520.00	12	\$ 771.35	\$ 9,256.20
Aug-19	22		\$ 460.00	\$ 5,980.00	13	\$ 771.35	\$ 10,027.55
Sep-19	23		\$ 460.00	\$ 6,440.00	14	\$ 771.35	\$ 10,798.90
Oct-19	24		\$ 460.00	\$ 6,900.00	15	\$ 771.35	\$ 11,570.25
Nov-19	25		\$ 460.00	\$ 7,360.00	16	\$ 771.35	\$ 12,341.60
Dec-19	26		\$ 460.00	\$ 7,820.00	17	\$ 771.35	\$ 13,112.95
Jan-20	27		\$ 460.00	\$ 8,280.00	18	\$ 771.35	\$ 13,884.30
Feb-20	28		\$ 460.00	\$ 8,740.00	19	\$ 771.35	\$ 14,655.65
Mar-20	29		\$ 460.00	\$ 9,200.00	20	\$ 771.35	\$ 15,427.00
Apr-20	30		\$ 460.00	\$ 9,660.00	21	\$ 771.35	\$ 16,198.35
May-20	31		\$ 460.00	\$ 10,120.00	22	\$ 771.35	\$ 16,969.70
Jun-20	32		\$ 460.00	\$ 10,580.00	23	\$ 771.35	\$ 17,741.05
Jul-20	33		\$ 460.00	\$ 11,040.00	24	\$ 771.35	\$ 18,512.40
Aug-20	34		\$ 460.00	\$ 11,500.00	25	\$ 771.35	\$ 19,283.75
Sep-20	35		\$ 460.00	\$ 11,960.00	26	\$ 771.35	\$ 20,055.10
Oct-20	36		\$ 460.00	\$ 12,420.00	27	\$ 771.35	\$ 20,826.45
Nov-20	37		\$ 460.00	\$ 12,880.00	28	\$ 771.35	\$ 21,597.80
Dec-20	38		\$ 460.00	\$ 13,340.00	29	\$ 771.35	\$ 22,369.15
Jan-21	39		\$ 460.00	\$ 13,800.00	30	\$ 771.35	\$ 23,140.50
Feb-21	40		\$ 460.00	\$ 14,260.00	31	\$ 771.35	\$ 23,911.85
Mar-21	41		\$ 460.00	\$ 14,720.00	32	\$ 771.35	\$ 24,683.20
Apr-21	42		\$ 460.00	\$ 15,180.00	33	\$ 771.35	\$ 25,454.55
May-21	43		\$ 460.00	\$ 15,640.00	34	\$ 771.35	\$ 26,225.90
Jun-21	44		\$ 460.00	\$ 16,100.00	35	\$ 771.35	\$ 26,997.25
Jul-21	45		\$ 460.00	\$ 16,560.00	36	\$ 771.35	\$ 27,768.60
Aug-21	46		\$ 460.00	\$ 17,020.00	37	\$ 771.35	\$ 28,539.95
Sep-21	47		\$ 460.00	\$ 17,480.00	38	\$ 771.35	\$ 29,311.30
Oct-21	48		\$ 460.00	\$ 17,940.00	39	\$ 771.35	\$ 30,082.65
Nov-21	49		\$ 460.00	\$ 18,400.00	40	\$ 771.35	\$ 30,854.00
Dec-21	50		\$ 460.00	\$ 18,860.00	41	\$ 771.35	\$ 31,625.35
Jan-22	51		\$ 460.00	\$ 19,320.00	42	\$ 771.35	\$ 32,396.70
Feb-22	52		\$ 460.00	\$ 19,780.00	43	\$ 771.35	\$ 33,168.05
Mar-22	53		\$ 460.00	\$ 20,240.00	44	\$ 771.35	\$ 33,939.40
Apr-22	54		\$ 460.00	\$ 20,700.00	45	\$ 771.35	\$ 34,710.75
May-22	55		\$ 460.00	\$ 21,160.00	46	\$ 771.35	\$ 35,482.10
Jun-22	56		\$ 460.00	\$ 21,620.00	47	\$ 771.35	\$ 36,253.45
Jul-22	57		\$ 460.00	\$ 22,080.00	48	\$ 771.35	\$ 37,024.80
Aug-22	58		\$ 460.00	\$ 22,540.00	49	\$ 771.35	\$ 37,796.15
Sep-22	59		\$ 460.00	\$ 23,000.00	50	\$ 771.35	\$ 38,567.50
Oct-22	60		\$ 460.00	\$ 23,460.00	51	\$ 771.35	\$ 39,338.85
Nov-22	1 Ext #2		\$ 529.00	\$ 23,989.00	52	\$ 771.35	\$ 40,110.20
Dec-22	2		\$ 529.00	\$ 24,518.00	53	\$ 771.35	\$ 40,881.55
Jan-23	3		\$ 529.00	\$ 25,047.00	54	\$ 771.35	\$ 41,652.90
Feb-23	4		\$ 529.00	\$ 25,576.00	55	\$ 771.35	\$ 42,424.25
Mar-23	5		\$ 529.00	\$ 26,105.00	56	\$ 771.35	\$ 43,195.60
Apr-23	6		\$ 529.00	\$ 26,634.00	57	\$ 771.35	\$ 43,966.95
May-23	7		\$ 529.00	\$ 27,163.00	58	\$ 771.35	\$ 44,738.30
Jun-23	8		\$ 529.00	\$ 27,692.00	59	\$ 771.35	\$ 45,509.65
Jul-23	9		\$ 529.00	\$ 28,221.00	60	\$ 771.35	\$ 46,281.00
Aug-23	10		\$ 529.00	\$ 28,750.00	61	\$ 771.35	\$ 47,052.35
Sep-23	11		\$ 529.00	\$ 29,279.00	62	\$ 771.35	\$ 47,823.70
Oct-23	12		\$ 529.00	\$ 29,808.00	63	\$ 771.35	\$ 48,595.05
Nov-23	13		\$ 529.00	\$ 30,337.00	64	\$ 771.35	\$ 49,366.40
Dec-23	14		\$ 529.00	\$ 30,866.00	65	\$ 771.35	\$ 50,137.75
Jan-24	15		\$ 529.00	\$ 31,395.00	66	\$ 771.35	\$ 50,909.10
Feb-24	16		\$ 529.00	\$ 31,924.00	67	\$ 771.35	\$ 51,680.45
Mar-24	17		\$ 529.00	\$ 32,453.00	68	\$ 771.35	\$ 52,451.80
Apr-24	18		\$ 529.00	\$ 32,982.00	69	\$ 771.35	\$ 53,223.15
May-24	19		\$ 529.00	\$ 33,511.00	70	\$ 771.35	\$ 53,994.50
Jun-24	20		\$ 529.00	\$ 34,040.00	71	\$ 771.35	\$ 54,765.85

Verizon Tower Lease  
Lease Option Comparison Worksheet

Date	Current Contract			Option 2		
	Pmts	Renewal	Cumulative	Pmts	Received	Cumulative
Jul-24	21		\$ 529.00	72	\$ 771.35	\$ 55,537.20
Aug-24	22		\$ 529.00	73	\$ 771.35	\$ 56,308.55
Sep-24	23		\$ 529.00	74	\$ 771.35	\$ 57,079.90
Oct-24	24		\$ 529.00	75	\$ 771.35	\$ 57,851.25
Nov-24	25		\$ 529.00	76	\$ 771.35	\$ 58,622.60
Dec-24	26		\$ 529.00	77	\$ 771.35	\$ 59,393.95
Jan-25	27		\$ 529.00	78	\$ 771.35	\$ 60,165.30
Feb-25	28		\$ 529.00	79	\$ 771.35	\$ 60,936.65
Mar-25	29		\$ 529.00	80	\$ 771.35	\$ 61,708.00
Apr-25	30		\$ 529.00	81	\$ 771.35	\$ 62,479.35
May-25	31		\$ 529.00	82	\$ 771.35	\$ 63,250.70
Jun-25	32		\$ 529.00	83	\$ 771.35	\$ 64,022.05
Jul-25	33		\$ 529.00	84	\$ 771.35	\$ 64,793.40
Aug-25	34		\$ 529.00	85	\$ 771.35	\$ 65,564.75
Sep-25	35		\$ 529.00	86	\$ 771.35	\$ 66,336.10
Oct-25	36		\$ 529.00	87	\$ 771.35	\$ 67,107.45
Nov-25	37		\$ 529.00	88	\$ 771.35	\$ 67,878.80
Dec-25	38		\$ 529.00	89	\$ 771.35	\$ 68,650.15
Jan-26	39		\$ 529.00	90	\$ 771.35	\$ 69,421.50
Feb-26	40		\$ 529.00	91	\$ 771.35	\$ 70,192.85
Mar-26	41		\$ 529.00	92	\$ 771.35	\$ 70,964.20
Apr-26	42		\$ 529.00	93	\$ 771.35	\$ 71,735.55
May-26	43		\$ 529.00	94	\$ 771.35	\$ 72,506.90
Jun-26	44		\$ 529.00	95	\$ 771.35	\$ 73,278.25
Jul-26	45		\$ 529.00	96	\$ 771.35	\$ 74,049.60
Aug-26	46		\$ 529.00	97	\$ 771.35	\$ 74,820.95
Sep-26	47		\$ 529.00	98	\$ 771.35	\$ 75,592.30
Oct-26	48		\$ 529.00	99	\$ 771.35	\$ 76,363.65
Nov-26	49		\$ 529.00	100	\$ 771.35	\$ 77,135.00
Dec-26	50		\$ 529.00	101	\$ 771.35	\$ 77,906.35
Jan-27	51		\$ 529.00	102	\$ 771.35	\$ 78,677.70
Feb-27	52		\$ 529.00	103	\$ 771.35	\$ 79,449.05
Mar-27	53		\$ 529.00	104	\$ 771.35	\$ 80,220.40
Apr-27	54		\$ 529.00	105	\$ 771.35	\$ 80,991.75
May-27	55		\$ 529.00	106	\$ 771.35	\$ 81,763.10
Jun-27	56		\$ 529.00	107	\$ 771.35	\$ 82,534.45
Jul-27	57		\$ 529.00	108	\$ 771.35	\$ 83,305.80
Aug-27	58		\$ 529.00	109	\$ 771.35	\$ 84,077.15
Sep-27	59		\$ 529.00	110	\$ 771.35	\$ 84,848.50
Oct-27	60		\$ 529.00	111	\$ 771.35	\$ 85,619.85
Nov-27	1 Ext #3		\$ 608.35	112	\$ 771.35	\$ 86,391.20
Dec-27	2		\$ 608.35	113	\$ 771.35	\$ 87,162.55
Jan-28	3		\$ 608.35	114	\$ 771.35	\$ 87,933.90
Feb-28	4		\$ 608.35	115	\$ 771.35	\$ 88,705.25
Mar-28	5		\$ 608.35	116	\$ 771.35	\$ 89,476.60
Apr-28	6		\$ 608.35	117	\$ 771.35	\$ 90,247.95
May-28	7		\$ 608.35	118	\$ 771.35	\$ 91,019.30
Jun-28	8		\$ 608.35	119	\$ 771.35	\$ 91,790.65
Jul-28	9		\$ 608.35	120	\$ 772.35	\$ 92,563.00
Aug-28	10		\$ 608.35			
Sep-28	11		\$ 608.35			
Oct-28	12		\$ 608.35			
Nov-28	13		\$ 608.35			
Dec-28	14		\$ 608.35			
Jan-29	15		\$ 608.35			
Feb-29	16		\$ 608.35			
Mar-29	17		\$ 608.35			
Apr-29	18		\$ 608.35			
May-29	19		\$ 608.35			
Jun-29	20		\$ 608.35			
Jul-29	21		\$ 608.35			
Aug-29	22		\$ 608.35			
Sep-29	23		\$ 608.35			
Oct-29	24		\$ 608.35			
Nov-29	25		\$ 608.35			
Dec-29	26		\$ 608.35			
Jan-30	27		\$ 608.35			
Feb-30	28		\$ 608.35			
Mar-30	29		\$ 608.35			
Apr-30	30		\$ 608.35			
May-30	31		\$ 608.35			
Jun-30	32		\$ 608.35			

Option 1

Verizon Tower Lease  
Lease Option Comparison Worksheet

Date	Current Contract				Option 2		
	Pmts	Renewal	Received	Cumulative	Pmts	Received	Cummulative
Jul-30	33		\$ 608.35	\$ 75,275.55			
Aug-30	34		\$ 608.35	\$ 75,883.90			
Sep-30	35		\$ 608.35	\$ 76,492.25			
Oct-30	36		\$ 608.35	\$ 77,100.60			
Nov-30	37		\$ 608.35	\$ 77,708.95			
Dec-30	38		\$ 608.35	\$ 78,317.30			
Jan-31	39		\$ 608.35	\$ 78,925.65			
Feb-31	40		\$ 608.35	\$ 79,534.00			
Mar-31	41		\$ 608.35	\$ 80,142.35			
Apr-31	42		\$ 608.35	\$ 80,750.70			
May-31	43		\$ 608.35	\$ 81,359.05			
Jun-31	44		\$ 608.35	\$ 81,967.40			
Jul-31	45		\$ 608.35	\$ 82,575.75			
Aug-31	46		\$ 608.35	\$ 83,184.10			
Sep-31	47		\$ 608.35	\$ 83,792.45			
Oct-31	48		\$ 608.35	\$ 84,400.80			
Nov-31	49		\$ 608.35	\$ 85,009.15			
Dec-31	50		\$ 608.35	\$ 85,617.50			
Jan-32	51		\$ 608.35	\$ 86,225.85			
Feb-32	52		\$ 608.35	\$ 86,834.20			
Mar-32	53		\$ 608.35	\$ 87,442.55			
Apr-32	54		\$ 608.35	\$ 88,050.90			
May-32	55		\$ 608.35	\$ 88,659.25			
Jun-32	56		\$ 608.35	\$ 89,267.60			
Jul-32	57		\$ 608.35	\$ 89,875.95			
Aug-32	58		\$ 608.35	\$ 90,484.30			
Sep-32	59		\$ 608.35	\$ 91,092.65			
Oct-32	60		\$ 608.35	\$ 91,701.00			
Nov-32	1 Ext #4		\$ 699.60	\$ 92,400.60			
Dec-32	2		\$ 699.60	\$ 93,100.20	Option 2		
Jan-33	3		\$ 699.60	\$ 93,799.80			
Feb-33	4		\$ 699.60	\$ 94,499.40			
Mar-33	5		\$ 699.60	\$ 95,199.00			
Apr-33	6		\$ 699.60	\$ 95,898.60			
May-33	7		\$ 699.60	\$ 96,598.20			
Jun-33	8		\$ 699.60	\$ 97,297.80			
Jul-33	9		\$ 699.60	\$ 97,997.40			
Aug-33	10		\$ 699.60	\$ 98,697.00			
Sep-33	11		\$ 699.60	\$ 99,396.60			
Oct-33	12		\$ 699.60	\$ 100,096.20			
Nov-33	13		\$ 699.60	\$ 100,795.80			
Dec-33	14		\$ 699.60	\$ 101,495.40			
Jan-34	15		\$ 699.60	\$ 102,195.00			
Feb-34	16		\$ 699.60	\$ 102,894.60			
Mar-34	17		\$ 699.60	\$ 103,594.20			
Apr-34	18		\$ 699.60	\$ 104,293.80			
May-34	19		\$ 699.60	\$ 104,993.40			
Jun-34	20		\$ 699.60	\$ 105,693.00			
Jul-34	21		\$ 699.60	\$ 106,392.60			
Aug-34	22		\$ 699.60	\$ 107,092.20			
Sep-34	23		\$ 699.60	\$ 107,791.80			
Oct-34	24		\$ 699.60	\$ 108,491.40			
Nov-34	25		\$ 699.60	\$ 109,191.00			
Dec-34	26		\$ 699.60	\$ 109,890.60			
Jan-35	27		\$ 699.60	\$ 110,590.20			
Feb-35	28		\$ 699.60	\$ 111,289.80			
Mar-35	29		\$ 699.60	\$ 111,989.40			
Apr-35	30		\$ 699.60	\$ 112,689.00			
May-35	31		\$ 699.60	\$ 113,388.60			
Jun-35	32		\$ 699.60	\$ 114,088.20			
Jul-35	33		\$ 699.60	\$ 114,787.80			
Aug-35	34		\$ 699.60	\$ 115,487.40			
Sep-35	35		\$ 699.60	\$ 116,187.00			
Oct-35	36		\$ 699.60	\$ 116,886.60			
Nov-35	37		\$ 699.60	\$ 117,586.20			
Dec-35	38		\$ 699.60	\$ 118,285.80			
Jan-36	39		\$ 699.60	\$ 118,985.40			
Feb-36	40		\$ 699.60	\$ 119,685.00			
Mar-36	41		\$ 699.60	\$ 120,384.60			
Apr-36	42		\$ 699.60	\$ 121,084.20			
May-36	43		\$ 699.60	\$ 121,783.80			
Jun-36	44		\$ 699.60	\$ 122,483.40			

Verizon Tower Lease  
Lease Option Comparison Worksheet

Date	Current Contract				Option 2		
	Pmts	Renewal	Received	Cumulative	Pmts	Received	Cummulative
Jul-36	45		\$ 699.60	\$ 123,183.00			
Aug-36	46		\$ 699.60	\$ 123,882.60			
Sep-36	47		\$ 699.60	\$ 124,582.20			
Oct-36	48		\$ 699.60	\$ 125,281.80			
Nov-36	49		\$ 699.60	\$ 125,981.40			
Dec-36	50		\$ 699.60	\$ 126,681.00			
Jan-37	51		\$ 699.60	\$ 127,380.60			
Feb-37	52		\$ 699.60	\$ 128,080.20			
Mar-37	53		\$ 699.60	\$ 128,779.80			
Apr-37	54		\$ 699.60	\$ 129,479.40			
May-37	55		\$ 699.60	\$ 130,179.00			
Jun-37	56		\$ 699.60	\$ 130,878.60			
Jul-37	57		\$ 699.60	\$ 131,578.20			
Aug-37	58		\$ 699.60	\$ 132,277.80			
Sep-37	59		\$ 699.60	\$ 132,977.40			
Oct-37	60		\$ 699.60	\$ 133,677.00			

<a href="#">NPV @ 2.50% APR</a>	\$ 104,080.88	Current (Potential cash stream beyond 10/31/2037)
	\$ 72,000.00	Option 1 (No potential cash stream beyond present)
	\$ 81,392.84	Option 2 (No potential cash stream beyond 07/31/2028)
	\$ 129,080.88	Option 3 (Potential cash stream beyond 10/31/2037)

Current Contract and Option 1 are = only if lease cancelled after 12/31/2031  
Current Contract and Option 2 are = only if lease cancelled after 09/30/2033)

Option 3 is best option for the City; however, I do not understand the financial motivation for tower company to offer the \$25,000 signing bonus. There are already provisions in the current contract to extend the lease beyond the fourth five year extension.



All Funds Cash Flow  
(Cash Basis)

Date: 7/31/2018  
FY remaining: 42%

Fund	Description	Type	2018 Beginning Cash Balance	2018 YTD Actual Revenue	2018 Budget Revenue	Percent of Budget Remaining	2018 YTD Actual Expenses	2018 Budget Expenses	Percent of Budget Remaining	Current Cash Balance
20	General	B	\$ 79,183	\$ 715,492	\$ 872,175	18.0%	\$ 541,213	\$ 945,885	42.8%	\$ 253,462
21	Police Special	N	\$ 34,123	\$ 55			\$ 1,528			\$ 32,650
22	Airport Project	N	\$ 26,507	\$ 51,150			\$ 39,290			\$ 38,367
23	Airport Operating	B	\$ 6,292	\$ 40,617	\$ 76,548	46.9%	\$ 39,728	\$ 81,718	51.4%	\$ 7,181
24	Cemetery & Parks	B	\$ 56,679	\$ 113,081	\$ 120,593	6.2%	\$ 82,305	\$ 125,742	34.5%	\$ 87,455
25	Playground Equipment	N	\$ 35,010	\$ 22,111			\$ 47,411			\$ 9,710
29	Consolidated Streets	B	\$ 163,249	\$ 166,248	\$ 307,741	46.0%	\$ 102,777	\$ 457,300	77.5%	\$ 226,720
31	Library	B	\$ 1,628	\$ 61,123	\$ 72,808	16.0%	\$ 56,950	\$ 73,003	22.0%	\$ 5,801
33	Hansen Community Grant	N	\$ -	\$ 36,800			\$ 537			\$ 36,263
34	Risk Management	N	\$ 100,033	\$ -			\$ 500			\$ 99,533
36	Memorials	N	\$ 5,944	\$ 100			\$ -			\$ 6,044
37	Tourism	B	\$ -	\$ 28,654	\$ 25,000	-14.6%	\$ 3,619	\$ 25,000	85.5%	\$ 25,035
42	Airport Memorials	N	\$ 1,385	\$ -			\$ -			\$ 1,385
43	Community Development	B	\$ 11,326	\$ -	\$ -	0.0%	\$ 11,326	\$ 11,326	0.0%	\$ -
44	Pool Operating	B	\$ 291,061	\$ 211,064	\$ 385,700	45.3%	\$ 153,110	\$ 398,980	61.6%	\$ 349,015
45	Pool Donations	N	\$ 8,081	\$ -			\$ -			\$ 8,081
46	Pool Equipment Reserve	N	\$ 125,000	\$ -			\$ -			\$ 125,000
47	Pool Debt Reserve	N	\$ 234,507	\$ 50,000			\$ -			\$ 284,507
51	Multi Yr Capital Outlay	N	\$ 25,098	\$ 8,450			\$ 17,467			\$ 16,081
52	Equipment Fund	N	\$ -	\$ -			\$ -			\$ -
53	Gateway Civic Center	B	\$ 48,248	\$ 90,497	\$ 157,600	42.6%	\$ 99,748	\$ 166,703	40.2%	\$ 38,997
54	Gateway Donation	N	\$ 77,276	\$ 131			\$ -			\$ 77,407
55	Gateway Advance Receipts	N	\$ 1,000	\$ 25,187			\$ 25,187			\$ 1,000
56	Gateway Events	B	\$ -	\$ 46,756			\$ 43,783			\$ 2,973
60 & 61	Payroll Agency Funds	N	\$ 10,443	\$ 38,805			\$ 57,123			\$ (7,875)
65	Insurance Proceeds Trust	N	\$ 6,807	\$ -			\$ -			\$ 6,807
69	Refuse Collection	B	\$ 13,922	\$ 100,572	\$ 170,000	40.8%	\$ 100,185	\$ 170,000	41.1%	\$ 14,309
70	Electric Utility	B	\$ 632,147	\$ 1,385,407	\$ 2,440,150	43.2%	\$ 1,250,618	\$ 2,269,001	44.9%	\$ 766,936
71	Electric Reserve	N	\$ 951,245	\$ 37,500			\$ -			\$ 988,745
72-74 & 98	Customer Agency Accounts	N	\$ 73,102	\$ 12,964			\$ 8,543			\$ 77,523
80	Sewer Utility	B	\$ 136,398	\$ 178,231	\$ 322,692	44.8%	\$ 142,030	\$ 361,876	60.8%	\$ 172,599
81	Sewer Reserve	N	\$ 973,602	\$ 12,500			\$ -			\$ 986,102
82	Sewer Project	N	\$ -	\$ 27,876			\$ 27,876			\$ -
90	Water Utility	B	\$ 806,917	\$ 396,130	\$ 818,500	51.6%	\$ 552,457	\$ 919,511	39.9%	\$ 650,590
91	Water Reserve	N	\$ 578,579	\$ 75,000			\$ -			\$ 653,579
			<b>\$ 5,514,792</b>	<b>\$ 3,932,501</b>	<b>\$ 5,769,507</b>		<b>\$ 3,405,311</b>	<b>\$ 6,006,045</b>		<b>\$ 6,041,982</b>

DEBT

Year		Description	Rate	Beginning Balance	Loan Proceeds	Principal Payments	Ending Balance	Interest Paid
Issued	Matures							
2004	2026	KDHE Water Pollution	2.770%	\$ 738,868	\$ 27,876	\$ 38,846	\$ 727,898	\$ 10,233
2012	2052	GO Water System Impr	2.125%	\$ 989,280	\$ -	\$ -	\$ 989,280	\$ -
2014	2028	Pool Lease - PBC	0.5% - 3.9%	\$ 1,630,000	\$ -	\$ -	\$ 1,630,000	\$ 24,770
2015	2055	GO Water System Impr A	2.125%	\$ 5,080,198	\$ -	\$ 88,287	\$ 4,991,911	\$ 107,954
2015	2055	Go Water System Impr B	2.750%	\$ 631,539	\$ -	\$ 9,638	\$ 621,901	\$ 17,367
				<b>\$ 9,069,885</b>	<b>\$ 27,876</b>	<b>\$ 136,771</b>	<b>\$ 8,960,990</b>	<b>\$ 160,324</b>

**All Funds Cash Flow**  
(Cash Basis)

Month: July 2018

Fund	Description	Type	Month Beginning Cash Balance	Monthly Revenue	Monthly Expenses	Month Ending Cash Balance
20	General	B	\$ 298,425	\$ 22,380	\$ 67,343	\$ 253,462
21	Police Special	N	\$ 32,640	\$ 10	\$ -	\$ 32,650
22	Airport Project	N	\$ 38,367	\$ 27,790	\$ 27,790	\$ 38,367
23	Airport Operating	B	\$ 9,262	\$ 3,918	\$ 5,999	\$ 7,181
24	Cemetery & Parks	B	\$ 100,817	\$ 1,541	\$ 14,903	\$ 87,455
25	Playground Equipment	N	\$ 9,710	\$ -	\$ -	\$ 9,710
29	Consolidated Streets	B	\$ 229,700	\$ 12,068	\$ 15,048	\$ 226,720
31	Library	B	\$ 6,601	\$ -	\$ 800	\$ 5,801
33	Hansen Community Grant	N	\$ 36,800	\$ -	\$ 537	\$ 36,263
34	Risk Management	N	\$ 99,533	\$ -	\$ -	\$ 99,533
36	Memorials	N	\$ 6,044	\$ -	\$ -	\$ 6,044
37	Tourism	B	\$ 21,686	\$ 4,754	\$ 1,405	\$ 25,035
42	Airport Memorials	N	\$ 1,385	\$ -	\$ -	\$ 1,385
43	Community Development	B	\$ -	\$ -	\$ -	\$ -
44	Pool Operating	B	\$ 339,797	\$ 35,898	\$ 26,680	\$ 349,015
45	Pool Donations	N	\$ 8,081	\$ -	\$ -	\$ 8,081
46	Pool Equipment Reserve	N	\$ 125,000	\$ -	\$ -	\$ 125,000
47	Pool Debt Reserve	N	\$ 284,507	\$ -	\$ -	\$ 284,507
51	Multi Yr Capital Outlay	N	\$ 15,251	\$ 1,200	\$ 370	\$ 16,081
52	Equipment Fund	N	\$ -	\$ -	\$ -	\$ -
53	Gateway Civic Center	B	\$ 46,828	\$ 4,198	\$ 12,029	\$ 38,997
54	Gateway Donation	N	\$ 77,383	\$ 24	\$ -	\$ 77,407
55	Gateway Advance Receipts	N	\$ 600	\$ 400	\$ -	\$ 1,000
56	Gateway Events	B	\$ 2,973	\$ -	\$ -	\$ 2,973
60 & 61	Payroll Agency Funds	N	\$ 399	\$ 24,680	\$ 32,954	\$ (7,875)
65	Insurance Proceeds Trust	N	\$ 6,807	\$ -	\$ -	\$ 6,807
69	Refuse Collection	B	\$ 14,213	\$ 14,309	\$ 14,213	\$ 14,309
70	Electric Utility	B	\$ 725,615	\$ 216,479	\$ 175,158	\$ 766,936
71	Electric Reserve	N	\$ 988,745	\$ -	\$ -	\$ 988,745
72-74 & 98	Customer Agency Accounts	N	\$ 78,390	\$ 3,141	\$ 4,008	\$ 77,523
80	Sewer Utility	B	\$ 159,206	\$ 25,987	\$ 12,594	\$ 172,599
81	Sewer Reserve	N	\$ 986,102	\$ -	\$ -	\$ 986,102
82	Sewer Project	N	\$ -	\$ -	\$ -	\$ -
90	Water Utility	B	\$ 615,506	\$ 73,853	\$ 38,769	\$ 650,590
91	Water Reserve	N	\$ 653,579	\$ -	\$ -	\$ 653,579
			<b>\$ 6,019,952</b>	<b>\$ 472,630</b>	<b>\$ 450,600</b>	<b>\$ 6,041,982</b>

**DEBT**

Year		Description	Rate	Month Beginning Balance	Monthly Loan Proceeds	Monthly Principal Payments	Month Ending Balance	Monthly Interest Paid
Issued	Matures							
2004	2026	KDHE Water Pollution	2.770%	\$ 727,898	\$ -	\$ -	\$ 727,898	\$ -
2012	2052	GO Water System Impr	2.125%	\$ 989,280	\$ -	\$ -	\$ 989,280	\$ -
2014	2028	Pool Lease - PBC	0.5% - 3.9%	\$ 1,630,000	\$ -	\$ -	\$ 1,630,000	\$ -
2015	2055	GO Water System Impr A	2.125%	\$ 4,991,911	\$ -	\$ -	\$ 4,991,911	\$ -
2015	2055	Go Water System Impr B	2.750%	\$ 621,901	\$ -	\$ -	\$ 621,901	\$ -
				<b>\$ 8,960,990</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,960,990</b>	<b>\$ -</b>



# OBERLIN POLICE DEPARTMENT

107 W. Commercial

P O Box 237

Oberlin KS. 67749-0237

oberlinpd3@ruraltel.net



## MONTHLY ACTIVITY REPORT TO COUNCIL MONTH OF JULY, 2018

**CITY COURT: FINES COLLECTED IN JULY, 2018 - \$4,896.00 – YTD \$34,909.00**  
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### CITY COURT CASES FILED

- 1 – STOP SIGN
- 1 – FAIL TO YIELD
- 5 – ILLEGAL TAGS
- 1 – LEFT OF CENTER
- 2 – NO DRIVER'S LICENSE
- 11 – MAXIMUM SPEED LIMITS
- 1 – DRIVER'S LICENSE IN POSSESSION
- 1 – MISDEMEANOR WARRANT ARREST
- 3 – MOTOR VEHICLE LIABILITY INSURANCE

### DISTRICT COURT CASES / OTHER FILED

- 1 – FUGITIVE FROM JUSTICE
- 1 – MISDEMEANOR WARRANT ARREST
- 1 – POSSESSION OF STOLEN PROPERTY
- 1 – FELONY POSSESSION OF MARIJUANA
- 1 – VIOLATION OF A PROTECTIVE ORDER
- 1 – POSSESSION OF DRUG PARAPHERNALIA
- 2 – BATTERY ON A LAW ENFORCEMENT OFFICER
- 1 – FELONY INTERFERENCE WITH LAW ENFORCEMENT
- 1 – ATTEMPTED AGGRAVATED ESCAPE FROM CUSTODY

- ANIMAL CONTROL: 2 – DOGS AT LARGE
- 1 – NO CITY DOG TAGS
  - 1 – BREAKING POUND

CODE ENFORCEMENT: NONE

### **Weekly Update Highlights-- July 9-13—EDC/Chamber**

Nick Thompson—for annual magnet advertising, this makes year 3. We go over new and/or expanded businesses who may want to advertise. In years past they have been mailed to all county residents. This year they will also be mailed to all businesses. This has become a great tool to have all of a communities often used telephone numbers in one place, since our phone books have changed so much.

Ongoing grant information and applications; for dental equipment, the county and 3 private individuals working on projects.

EDC board meeting

Bob Gaines with the city was in. He has been heading up putting up the wayfinding signs. We are lacking one for Wilson street west and a duplicate one of another sign. The guys have all the rest up and I am very appreciative of them all. When CVB meets, I will ask them what they want to do about the Wilson street missing one.

Realtor meeting for available property for a bakery and a laundromat. Pros and cons of purchase or renting. Highway locations are nonexistent, or at such a premium it is not cost effective for a startup business.

Business plans for one of the above possibilities, with Mariel of KSBDC.

Numerous calls for rental lists this week. Retired couple currently living in Topeka has requested photos of Oberlin, namely the downtown businesses, grocery store and medical facilities.

Hansen Webinar regarding what Osborne, Trego/Ellis and Decatur County has done to grow our county foundations during match months. Kris Mathews spoke for Decatur County.

Showed the available office spaces to two potential businesses. One is tentatively booked for August 1, that we discussed at our last board meeting.

Searched for private/construction companies to build homes.

Collected the remaining rents.

Collected sponsorship funds for Up in Smoke and Sappa Fest.

One SBA webinar and one tourism webinar.

There is a newer concept development for rural communities, and one I have agreed with since its inception. With a lack of workforce and available housing, entities need to be centered on the existing businesses' and making or expanding what is present, better. Enticing small industry is on every community's wish list; however it is not uncommon for the businesses to use incentives then move on to another location and other better incentives. Most of us rural communities have few to no incentives to start with. Emphasis needs to be centered on assisting those who choose to live, work and raise their

families or retire in the community, to help start up, expand, or with business successions. The quality of life type of model, to make what we have the best it can be for all ages.

Ordered a banner for the snack shack at the swimming pool to hopefully get more park traffic.

Numerous calls and walk-ins every day.

I only had one real butt chewing this week. From a lady I do not know and it was not aimed at me directly. She was angry with the “town” as somebody needs to tell the Golden Age to do this, tell the business to do that, and it went on. I simply asked what service clubs or organizations she was in, that are working toward making our community better. I hear SO often how “somebody” should do this or that. I have commissioned a lovely sign by some local young women that will be put on the planter in front of the office that simply says, “YOU Are That Somebody”. ☺ Hopefully an encouraging subliminal message? TBD.

Have a great weekend all!

Hours for the week—45.5 plus

## WEEKLY UPDATE

### **July 23-27, 2018**

GROW board meeting—3 community grants approved; high school basketball equipment, shooting sports archery equipment and Oberlin Grade School (SOS) playground cover.

Electrical repair in Anderson, Reichert and Anderson office, Suite 1.

EMC Risk Management Assessment of EDC properties—re-scheduled.

State of Kansas—Bureau of Labor—inquiring about the history of our home owned carnival.

Two grant applications submitted.

Foundation Marketing webinars x3 for GROW and Hansen Community Decatur County grants.

Contractors that build houses in McCook—to see if there is an interest to build some here and discussed what incentives we have available.

Ongoing communication with the dentist family, that will be here fair week.

Visited at length with Barnes circus about a May 2019 possible show in Oberlin. I asked them to please call Halley about the Gateway use etc.

Office calls; night for fair armbands, dates of the fair, available lodging in town for fair; houses and hotels, beauty shop names and phone numbers, County bus contact for pick-up, camping spots and which have electrical and water, rentals in town, gift certificates for the theater and bowling alley, calls about Copperhead Construction and food pantry resources are a few of the calls received.

Many walk-ins!

### **July 29-Aug 3, 2018**

Chamber phone line, AT&T repair

Individual from Oakley looking for furniture stores in the area.

Started on goals and strategies for housing, to have ready for the monthly board meeting

Leta Meitl is renting Suite 5 in the BEE. Working with her on how she wants to remodel etc. Rental agreement signed and first month paid.

Worked with Megan Ketterl at the city, to share consumer safety information resources for local Facebook pages.

Gilliam's building information to the Teels, with photos and contact. Per Jane and Lee's request.

South office front window replaced--finally.

Posted cell phone service check for Farm Bureau to show we lack coverage in many areas in Northwest Kansas. It is posted on the Oberlin-Decatur EDC page. Please take a moment to run the test if you can, as this may potentially open up funding to increase coverage in our areas.

The desired location for the potential bakery business will not be available for sale for 4-6 months. They are looking around but that is the location and price point they like. (Always a plan B ha—if for some reason the Teel's want a larger location, the dental office might work for the desired bakery or even a drive thru business).

Collected monthly rents and loan payments.

The city purchased some Rec Center gift certificates for the summer employees.

Ballasts and bulbs need changed at the BEE—will call Ace Manning on Monday.

The new air conditioners have not been put up yet.

Multiple calls for camping spots at Sappa Park—I think this is something we need to take photos and place them on the local websites and Facebook pages, as we receive more and more calls about Sappa Park.

The office space rented to Copperhead Construction on July 17th has not been used. Our contract says that a business must be maintained in the rented space. To date there has been nothing moved in and I have only had one phone call from them in over a week.

Numerous calls and walk-ins; available houses—sent on to realtors, rental landlords—sent form by email or handed out, nobody looking for food pantry resources this week, multiple fair related questions, travelers asking about dining options, Aflac reps wanting to host a community meeting in coming weeks, beginning stage planning for a local benefit to assist a woman with medical expenses, said we will happily share the organized benefit posters.

I have not heard from Andersons or Widders, but did hear on the street that the Decatur Implement sale fell through.

Lovely older gentleman (he will be 85 on Sept. 8<sup>th</sup>), that lives at Brookwood Apartments—has no family here and has gently attached himself to the BEE people and us to him. He would love a ride to McCook to Walmart every now and then during day hours. I believe it is more for a road trip with somebody, more than to pinch pennies. If you are interested, let me know.

\*\*\*This has not occurred, but we need to get the Fredrickson signs down off the dental building. Gary does not want them, so they can be hauled to the trash.\*\*\*

**2018 Oberlin- Decatur Economic Development Implementation Plan  
Goals and Strategies**

<b>Identified Need</b>	<b>EDC Initiative</b>	<b>Primary Objective of the Initiative</b>	<b>Key Performance Metrics and Outcomes</b>	<b>Key Partners, Stakeholders, and Resources</b>	<b>Evaluation Dates</b>	<b>Comments</b>
<p><b>Housing project</b></p> <p>Single Family Homes</p> <p>Duplexes</p> <p>Small Home Complex</p>	<p>Catalog available lots; private and city for both single family homes and duplexes. Seek private entities and/or NWKPD that will build. Advise of incentives.</p> <p>Seek location; both private and city owned</p>	<p>Plan for new build minimum of two single family homes.</p> <p>Plan for new build minimum of two duplexes.</p> <p>Build a community/social based complex for tiny homes. Shared garden space, storm shelter.</p>	<p>Adequate city utilities, road maintenance etc.</p>	<p>City of Oberlin, Decatur County, NWKPD and Oberlin-Decatur Economic Development</p>	<p>Semi-annually with all available parties/June and December.</p>	

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<p align="center"><b>LAND AQUISITION</b></p>	<p>Possible main street expansion north</p> <p>Seek additional build sites; commercial</p>	<p>Site purchase and development for additional businesses or expansion of existing</p>		<p>EDC, City and County</p>	<p>Semi-annual in June and December</p>	

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Goals and Strategies**

<b>Identified Need</b>	<b>EDC Initiative</b>	<b>Primary Objective of the Initiative</b>	<b>Key Performance Metrics and Outcomes</b>	<b>Key Partners, Stakeholders, and Resources</b>	<b>Evaluation Dates</b>	<b>Comments</b>
<p><b>BAKERY/COFFEE SHOP, STEAK HOUSE OR RESTAURANT</b></p>	<p>Catalog available real estate spots and incentives for anyone interested in opening an eatery.</p> <p>Advertise the local desire on social media for additional dining options.</p> <p>Seek potential investors</p>	<p>Pair locations and options to individuals interested.</p>		<p>Oberlin-Decatur EDC</p> <p>City Of Oberlin</p>	<p>Semi-annual in June and December</p>	