

Oberlin City Council meeting
5:00 pm
February 21, 2019



AGENDA
CITY COUNCIL MEETING
Gateway 1 & 2 – Oberlin, Kansas
February 21, 2019
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 _____ Lohoefer____ Gawith _____ McHugh _____

PLEDGE OF ALLEGIANCE to the Flag

PUBLIC COMMENT

- Ballfield Improvement and Recreation Director – Rec Committee

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 March 7, 2019
2. ESP Update
3. KDHE Fines
4. Conference Schedule

OLD BUSINESS

1. Signing of Contract for CDBG Award for Water Main Project

NEW BUSINESS

1. Approval of CMB temporary permit for MMA March 23, 2019
2. Highway Access on the property located at the intersection of Hwy 83 & 36
3. Installation of Septic System or Sewer on the property located at the intersection of Hwy 83 & 36
4. Discussion and Bids on Two New Pickup Purchases
5. Well #11 Emergency Status (Selenium Violation) – David Sporn and Jeremy Tally
6. Approval of Police Car

REPORTS OF OTHER OFFICERS, BOARDS AND COMMITTEES

- Mayors Report
- Public Works Department – Foreman Sporn 2/4/19 and 2/18/19 Report
- Treasurers Report – Sales and Use Tax History Report
- Police Report – Chief Burmaster Police Jan 2019 Report
- Board Reports – Library Jan 2019 Minutes
- Other Reports

ADJOURNMENT

- Action – Motion to Adjourn
Motion_____ Second_____

REGULAR COUNCIL MEETING – January 17, 2019 2018 – GATEWAY – 5:00 P.M.

CALL TO ORDER – Mayor Ladd Wendelin called the meeting to order at 5:00 pm and the Pledge of Allegiance to the Flag was recited.

Roll Call of the Members of the City Council - Deb Lohofener, Jim Marchello, Scott Gawith and Kristin McHugh. Majority of the Body Present.

Absent: Brandon Oien

Others Present - City Administrator Halley Roberson, City Attorney Steve Hirsch, City Treasurer Steve Zodrow, City Foreman, Dave Sporn, Police Chief Brad Burmaster, Water Supervisor Jeremy Tally, Airport Manager Brice Meitl, Dayna Mannebach with the Oberlin Herald, Troy Haas, Ruth Miesner, Heather McDougal, Marilyn Black, Shayla Williby, Audrey Johnson, Sue Madigan, Ken Badsky, John Sater, Danielle Wasson, Carrie Morford, Mark Starr, Britton Scott and City Clerk Sandy Rush.

PUBLIC COMMENT – Sheriff Ken Badsky with the Economic Development Commission (EDC) said the county had contributed \$55,757 to the EDC, Northwest Planning and Development Commission, and the Rural Opportunity Zone (ROZ) program, which all benefits the city.

APPOINTMENTS

Oberlin Dog Park: Lohofener moved, second by Marchello to appoint Roz Avery to replace Jo Mason to the Dog Park committee, term ending Dec 2020. **Motion carried.**

Public Building Commission (PBC): Lohofener moved, second by Marchello to appoint Penny Fringer to the PBC to replace Sarah Howland, term ending Jun 2020. **Motion carried.**

CONSENT AGENDA

Approval of minutes of January 3, 2018 regular council meeting and the approval of bills. Marchello moved, second by Gawith to approve the Consent Agenda. **Motion carried.**

ADMINISTRATORS REPORT

1. Next Council Meeting will be on February 7, 2019.
2. Tours for the energy audit will be Jan. 29. The staff will tour three facilities as part of the energy audit. The tour will stop in Salina, Russell, and Hill City.
3. Ms. Roberson reminded people to shovel sidewalks in front of their homes and businesses for safety reasons. It's required by city ordinance within 24 hours, even the unoccupied businesses. City Foreman Sporn commented routes necessary to provide emergency vehicles access would be announced that an emergency condition exists for the street areas marked by "Emergency Snow Route" signs.
4. Administrator Roberson gave the Council highlights from the 2018 Gateway Events. Roberson said the city had come out about \$2,087 ahead for the four events the city put on. Ms. Roberson commented it was her understanding when she was hired the Council wanted her to try to turn things around for the Gateway by utilizing the CVB money better and make the Gateway a priority when she started.

NEW BUSINESS

Ordinance 908 - Marchello moved, second by Lohofener to approve Ordinance 908 regulating the sale of CMB and Beer containing not more than 6% Alcohol, Repealing Ordinance 662. **Motion carried.**

Airport DBE Goal - Lohofener moved, second by Gawith to approve the Airport Disadvantaged Business Enterprise (DBE) goal. **Motion carried.**

KMEA Board of Directors - Marchello moved, second by Lohofener to approve Halley Roberson as Director 1 and Ladd Wendelin as Director 2 to the KMEA Board of Directors. **Motion carried.**

OLD BUSINESS

Marketing Assistant Position – Roberson presented again, the three options for funding a marketing assistant position. 1) Use the budgeted amount of \$14 an hour plus benefits to hire an assistant. 2) Combine the position with EDC and fund with \$35,400 of EDC's allocation and \$5,000 from CVB. 3) Make no changes. Gawith mentioned the position used to be part of the city and it was moved to downtown to EDC. Mayor Wendelin read an email from Councilman Oien stating he is not in favor of cutting the EDC funding. Wendelin said there were two decisions to be made. Should we hire a new marketing director to promote the Gateway and how should this be funded? Marchello reminded them the EDC had stated they were not event planners. Lohofener encouraged them to look at all the EDC handles before voting. Mark Starr with the EDC remarked if the council does vote on the Hybrid option and it doesn't work, then what? Since it is budgeted for the EDC, it could cripple them.

EDC Appropriation - Marchello moved, second by Gawith to approve paying the EDC appropriation this quarter at the budgeted amount of \$10,650 and amend the hybrid option to hire an assistant to be paid 60% of the total EDC budget, resulting in \$32,760 and the EDC's new annual appropriation total from the city to be \$9840. **Motion carried with 3 yes's and Lohofener opposing.**

EXECUTIVE Sessions

Session #1: Mayor called for a 10 minute Executive Session to discuss items pursuant to personnel matters of nonelected personnel, KSA 75-4319(b)(1). To include the mayor, administrator, city attorney, city foreman and the council starting at 6:10 pm.

Gawith moved, second by Marchello. **Motion carried.** Council resumed regular session at 6:20 pm.

Marchello moved, second by McHugh to approve the performance measure model for employee evaluations. **Motion carried.**

Roberson reported the parking variance requested from the Board of Zoning Association had been approved at the property located at the intersection of Highway 83 and 36.

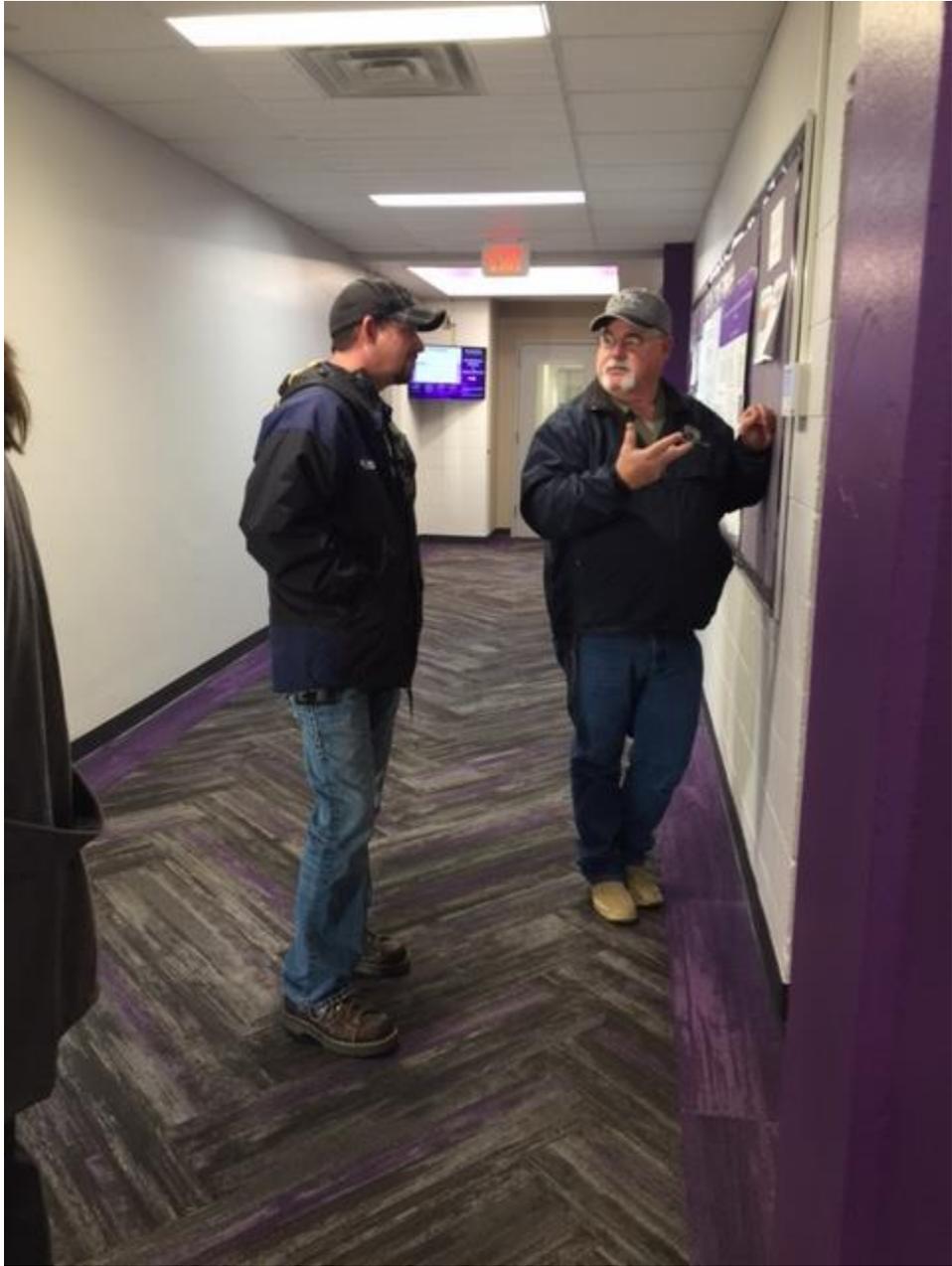
Marchello moved, second by Gawith to adjourn the meeting at 6:30 pm. **Motion carried.**

Energy Solutions Professionals (ESP), which is the company who is doing our energy audit, has done several energy savings and facility improvement projects in the area. We toured a few of these facilities last week. This gave us the opportunity to see the types of improvements and savings that others were able to achieve and it was another avenue to research ESP as a company before we choose to move forward with an energy project for the city. We had a full day and toured three facilities that had outstanding results-Russell Regional Hospital, Russel, KS which was recognized by American Society for Healthcare Engineering for Energy Star 100 achievement; K-State Polytechnic in Salina which has both wind and solar improvements in addition to traditional energy conservation improvements of lighting, water, HVAC, controls, building envelope; and Graham County Hospital who graciously spent time answering our questions about their experience in working with ESP.

Included is literature with more details on each of the facilities we toured and have attached a few pictures of our experience.















Kansas State Polytechnic University

Solar Power and Energy-Efficiency Improvements

Salina, Kansas

Summary

Kansas State Polytechnic University is teaming with Energy Solutions Professionals (ESP) to make campus-wide facility improvements targeted at saving utility and operating costs. The \$2.8 million project was approved unanimously by the State Board of Regents.

The University had a desire to make renewable energy an area of focus, so a key feature of the project will be a solar array that will not only provide clean energy to the campus, but will serve as a teaching and instructional tool for students. Some of the other improvements include interior and exterior LED lighting, water saving devices, reductions in building infiltration, expanded and enhanced building controls, wi-fi programmable thermostats, variable frequency drives on motors, air destratification, new chillers and boilers, and variable refrigeration flow (VRF) heating and cooling.

ESP will also provide customized conservation training and energy guidelines to staff and students in order to build awareness around campus about how each individual can contribute to saving energy on campus, and at home.

In total, the project will save the University nearly \$137,000 annually on utility and operating costs. The carbon footprint of the campus will be reduced by 2.7 million pounds of CO₂e annually, which is equivalent to the electric use of 184 homes each year.

Construction began in late March and is expected to be completed by September.

Energy Conservation Measures

- solar photovoltaic system
- LED lighting - interior and exterior
- water saving devices
- reduced building infiltration
- expanded and enhanced building controls
- wi-fi programmable stats
- variable frequency drives on motors and pumps
- air destratification
- chillers
- boilers
- variable refrigerant flow heating and cooling
- energy conservation training



Quick Facts

Completion: 2017 (currently in progress)

Total Square Feet: 319,000

Number of Buildings: 18

Total Project Cost: \$2,800,000

Annual Savings: \$137,000

Utility Savings: 22%

RUSSELL REGIONAL HOSPITAL

Energy-Efficiency Improvements



RUSSELL REGIONAL HOSPITAL

Energy-Efficiency Improvements

Russell, Kansas

ENERGY STAR® Score

100

Background

Located in north central Kansas, Russell Regional Hospital is a 25 bed Critical Access Hospital that provides high quality and compassionate care to the local community and surrounding areas. It has 24 hour physician coverage of the Emergency Department, a 21 bed long-term care facility, and a Physicians Clinic located on campus.

Challenge

Russell Regional Hospital was originally built in 1942, and has been added on to several times throughout the years. The hospital was faced with aging mechanical systems, increasing operating costs, and an emergency generator and associated components that were well past their expected useful life.

The existing generator was only sized to meet critical lighting egress loads and some heating loads, leaving the hospital in a potentially compromised state if there were an emergency or disaster where utility power was lost.

#1 Hospital in the Nation for Energy Savings

American Society of Healthcare Engineers (ASHE) - 2016

Solution

ESP worked with the hospital to expedite the installation of two new emergency generators that provide a backup power source for critical hospital needs as well as the clinic, administrative offices and other non-critical areas.

New heating and air conditioning systems were installed; with dual fuel capability added to the boiler to increase resiliency of the hospital infrastructure. Other improvements included upgrades to buildings controls, more efficient lighting and plumbing fixtures, variable speed drives, and energy conservation training for hospital personnel.

“We found ESP to be very reliable, used competent subcontractors, completed work on time, and were very mindful of our need to continue to treat patients.”

- Harold Courtois, CEO, Russel Regional Hospital

Benefits

In addition to energy savings and comfort improvements, the hospital was able to address future maintenance costs with a planned and controlled approach, rather than having a nasty surprise some time down the road.

Enhancing the hospital's infrastructure will allow it to be a community safe haven in the event of crisis. The new emergency generators were put to the test shortly after installation due to a brief power outage, and performed without a flaw.

Client Contact

Harold Courtois, CEO
Russell Regional Hospital
(785) 483-3131

Energy Solutions Professionals
9218 Metcalf, Ave. Suite 274
Overland Park, KS 66212
(913) 381-2800
www.energysp.com



Quick Facts

Completion: 2015

Total Square Feet: 84,472

Number of Buildings: 2

Total Project Cost: \$2,000,000

Annual Savings: \$168,000 (47%)

Improvements

- Emergency generators
- Lighting retrofits
- Water efficiency
- Energy management system upgrades
- Duel-fuel boiler replacement
- Chiller replacement
- Condensing unit replacement
- Multi-zone to VAV conversion
- Variable speed pumping
- Energy conservation training
- Floating head pressure controls





Graham County Hospital

Energy-Efficiency Improvements

Hill City, Kansas

Summary

Graham County Hospital exists to assure available healthcare services for area residents. Their purpose is to work with other community providers toward the prevention and treatment of diseases and injury, to maintain a health learning environment and to promote the health of the general community.

The hospital engaged Energy Solutions Professionals (ESP) to perform a detailed energy audit that would uncover opportunities for energy-efficiency improvements that would pay for themselves in a reasonable time frame. The audit recommended \$648,000 of facility improvements that would improve building comfort, reduce maintenance headaches, and save \$38,000 in annual costs.

A major focus of the project is replacing and consolidating the hospital's aging boilers. The existing equipment, some of which dates back to the 1950s, was at the end of its useful life and scattered in various buildings. In order to ease maintenance and reduce energy use, new high efficiency dual-fuel condensing boilers were installed in a central plant.

The project also includes state-of-the-art lighting and lighting controls that will automatically turn off lights in unoccupied rooms, enhancements to the existing energy management control system, piping replacements, new windows, and the replacement of window air-conditioning units with more efficient mini-split systems.

The program is expected to cut Graham County Hospital's utility usage by 27 percent and reduce carbon emissions by 242 metric tons, equal to the annual emissions from electricity use of more than 36 homes.

Energy Solutions Professionals is also working with the hospital to develop energy guidelines, establish optimal settings for temperatures, and set equipment operating schedules in a manner that maintains occupant comfort while maximizing the potential energy savings.

"The fact that we can address so many areas of need by leveraging our utility savings really made this a key opportunity to improve our facilities."

Melissa Atkins
Chief Executive Officer
Graham County Hospital



Quick Facts

Scheduled Completion: 2013

Total Square Feet: 36,700

Number of Buildings: 2

Total Project Cost: \$648,000

Annual Savings: \$38,000

Energy Conservation Measures

- Lighting retrofits
- Energy management system controls expansion
- Boiler plant upgrades
 - Plant consolidation
 - Dual fuel condensing boilers
- Piping replacements
- Low-E double pane argon filled windows
- Mini-split AC units
- Schedule & set point optimization
- Energy guidelines

	City of Oberlin Municipal Power Plant				
	Source ID: 0390009				
	Case # 18-E-2 BOA				
	January 25, 2019				

Citation	Violation Summary	Base Penalty	Instances	Penalty Assessed
1	Failure to conduct a timely performance test for engine; 40 CFR 60.4213	\$2,000	5	\$10,000
2	Failure to install or operate required emissions control equipment.	\$3,000	5	\$15,000
3	Failure to submit a timely report and notification	\$1,000	5	\$0
	Total			\$25,000
	SEP Project			\$24,500
	95% Reduction for SEP			\$23,750
	Total			\$1,250
	25% reduction for cooperation			\$313
	Total			\$938

Economic Benefit to the City of Oberlin : Saved costs of not installing control equipment, not conducting ini

January 18, 2019

The Honorable Ladd Wendelin
Mayor, City of Oberlin
1 Morgan Drive
Oberlin, KS 67749

RE: Grant No. 19-PF-016
CFDA #14.228

Dear Mayor Wendelin:

I am pleased to award the City of Oberlin a Community Improvement grant of \$600,000 through the Kansas Small Cities Community Development Block Grant program. This award will provide the needed financing for your water project.

The CDBG funds you are being awarded are contingent upon our receipt of funds from the U.S. Department of Housing & Urban Development.

The Department of Commerce will be contacting you to outline the necessary steps for completing the grant agreement between the City and State. This award is contingent upon successful completion of appropriate contractual conditions.

The Community Development Block Grant program has been successful in meeting community needs for more than 35 years. Congratulations on developing a fine project that will help your community prosper!

Sincerely,



Laura Kelly
Governor of the State of Kansas

LK:GE:cav

CDBG Water Main Project

7 Blocks

Maple & York → Hwy

- 4 main breaks
- Original 1880

13 Blocks

Mill & Beaver → water tower past Oberlin Inn

- Excessive sediment build-up
- Known leaks but because of build-up no loss of water supply
- No main breaks
- Original 1880 pipe
- Some road demo for replacement

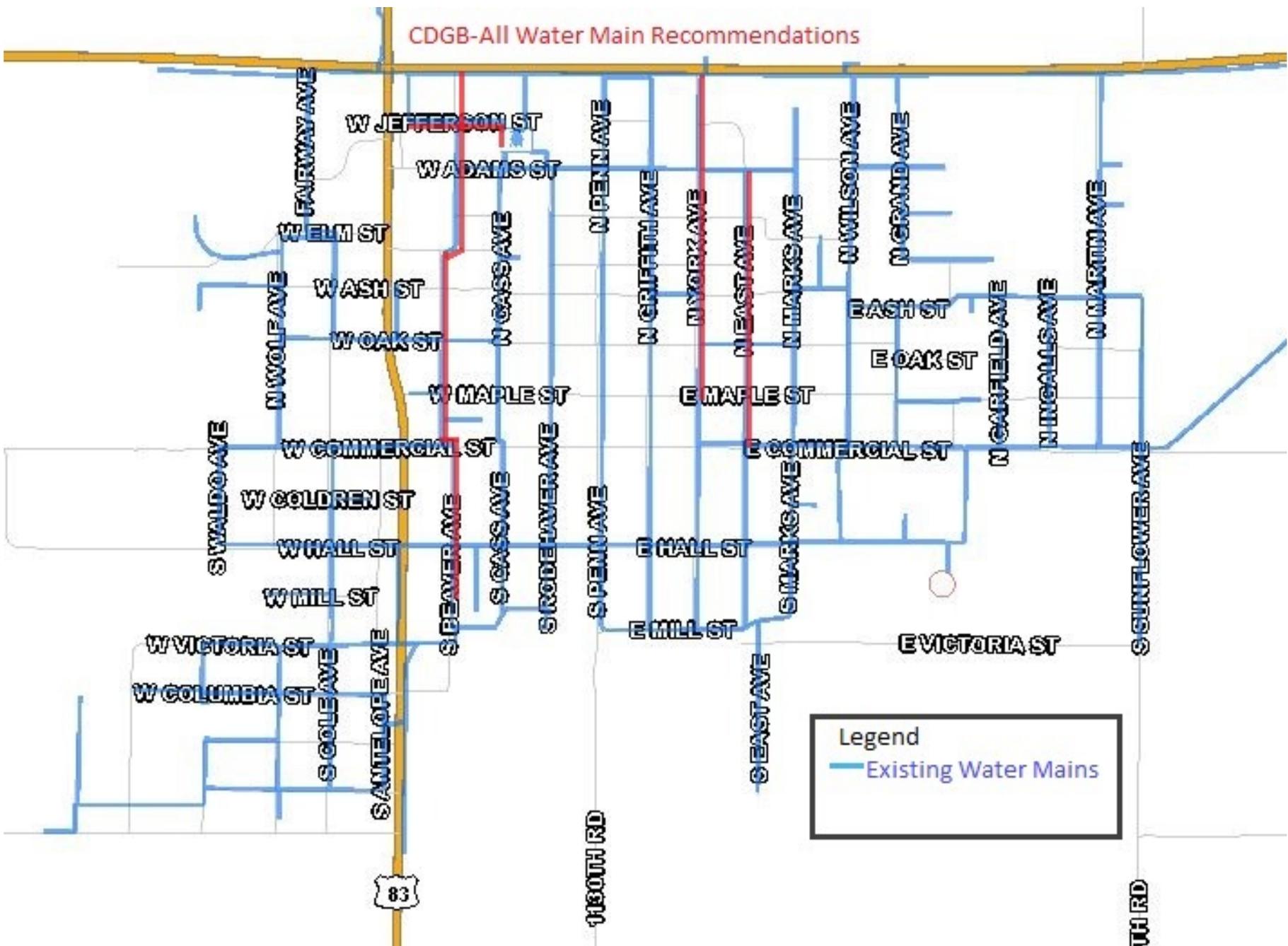
6 Blocks

East → Commercial → N. to Adams 3 blocks north of Ash

- 1 main break (Washington)
- 3 main breaks at Ash & East intersection
- Potential for road demo and replacement



CDGB-All Water Main Recommendations



STATE OF KANSAS
GRANT AGREEMENT NO. 19-PF-016
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

CITY OF OBERLIN

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the CITY OF OBERLIN, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated JANUARY 18, 2019, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

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

III. Description of Activities

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

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on MARCH 15, 2019, hereinafter called the "Commencement Date," and shall be complete on MARCH 14, 2021, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of \$600,000 in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide \$475,045 in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of \$600,000. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

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

VI. Indemnification

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

VII. Obligations of Grantee

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

VIII. Environmental Review Compliance

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

IX. Program Costs

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

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

X. Requisition of Grant Funds

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

XI. Depositories for Program Funds

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

XII. Financial Management

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

XIII. Monitoring and Reporting

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

XIV. Procurement Procedures

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

XV. Bonding Requirements

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

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

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

XVII. Program Close-out Procedures

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

XVIII. Termination for Convenience

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

XIX. Suspension or Termination-for-Cause

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

XX. Audit Requirements

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

XXI. Retention of and Access to Records

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

XXII. Conflict of Interest

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

XXIII. Equal Opportunity

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

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

XXIV. Waiver of Enforcement

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

XXV. Reversion of Assets

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

XXVI. Budget Amendments and Other Changes

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

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

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

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

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

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

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

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

«CityCO» Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

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

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 18, 2019**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **MARCH 14, 2021** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JUNE 14, 2021**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

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

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

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

Date

Official

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

GRANTEE NAME: City of Oberlin

GRANT NUMBER: 19-PF-016

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Construction)	\$ 580,000	\$ 346,495	CDBG/Local	\$ 926,495
g. Acquisition, including easements				\$ -
h. Engineering Design		\$ 69,800	Local	\$ 69,800
i. Construction Inspection		\$ 57,950	Local	\$ 57,950
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ 580,000	\$ 474,245	CDBG/Local	\$ 1,054,245
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities	\$ 20,000	\$ 800	CDBG/Local	\$ 20,800
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ 20,000	\$ 800	CDBG/Local	\$ 20,800
ALL ACTIVITIES TOTAL	\$ 600,000	\$ 475,045	CDBG/Local	\$ 1,075,045

AUTHORIZED SIGNATURE FORM

Grantee Name: _____ Grant No.: _____

Street Address: _____

City, State, Zip: _____

AUTHORIZED SIGNATURES FOR REQUEST FOR PAYMENT

Typed Name and Title

Name: _____

Title: _____

(Signature)

Typed Name and Title

Name: _____

Title: _____

(Signature)

Typed Name and Title

Name: _____

Title: _____

(Signature)

Typed Name and Title

Name: _____

Title: _____

(Signature)

I hereby certify that the above signatures are authorized to sign the Request for Payment of CDBG funds (Form No. RP-1).

Typed Name and Title

Date: _____

Name: _____

Title: _____

(Signature of Certifying Official)

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

RETAIL

FEE, \$ 75.00

TEMPORARY LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to

GATEWAY CIVIC CENTER

to sell at retail

CEREAL MALT BEVERAGE

Consumption on Premises

At **The Gateway 1 Morgan Drive , Oberlin KS 67749**

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

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

Duration of Special Event: March 23, 2019 from 4:30 PM to 11:30 PM

Given under our hands and the corporate seal of said City, this 7th day of February, 2019

(Seal)

Countersigned:

Sandy Rush City Clerk

Ladd Wendelin, Mayor

KANSAS DEPARTMENT OF TRANSPORTATION
APPLICATION FOR HIGHWAY ACCESS

Date received by KDOT Area Office
 (KDOT use only):

Instructions:

**Please print
 or type**

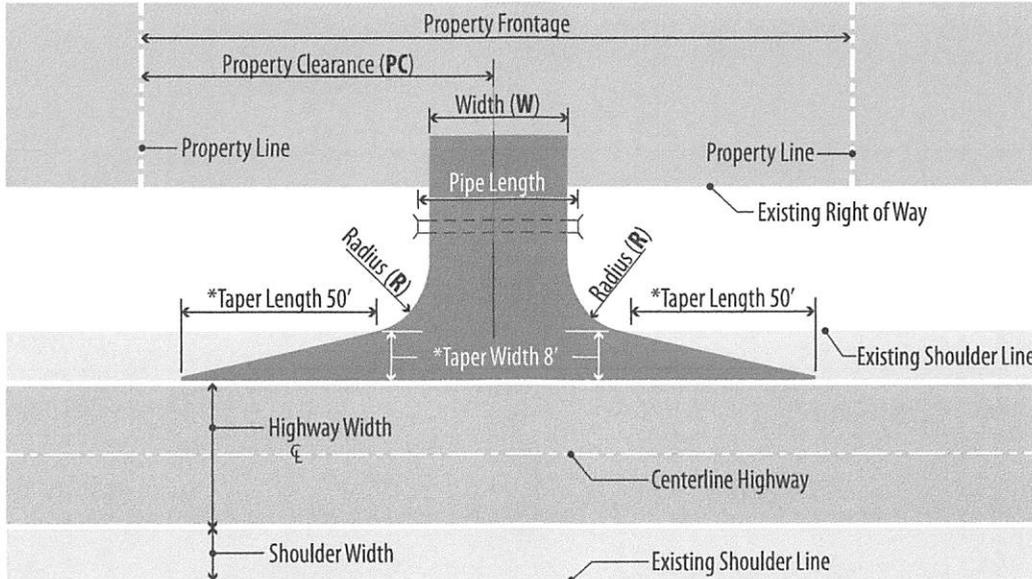
- Contact Kansas Department of Transportation's (KDOT) Area Permit Coordinator to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the KDOT Area Permit Coordinator.
- If the property is within City Limits the permit needs to have City concurrence on the application prior to submittal.
- Submit an application for each access affected.
- If you have any questions contact the KDOT Area Permit Coordinator.
- For additional information see KDOT's Access Management website at www.ksdot.org/accessmanagement

1) Property owner (Permittee) (max 62 char) Colby 2018, LLC - Tyler Oliver		2) Applicant or Contact for permittee (if different from property owner) (max 62 char) Abeln & Associates Architects - Mark Abeln	
Street address (max 62 char) 13356 Metcalf Ave		Mailing address (max 62 char) 11827 W. 112th St, Suite 102	
City, state & zip (max 32 char) Overland Park, KS 66213	Phone No. (###-###-####) 913.738.9100	City, state & zip (max 32 char) Overland Park, KS 66210	Phone No. (###-###-####) 913-345-8833
E-mail address (max 62 char) <input type="checkbox"/> Preferred method of communication tyler@colbycapital.com		E-mail address if available (max 62 char) <input type="checkbox"/> Preferred method of communication mabeln@abelnarchitects.com	
3) Address of property to be served by permit (max 62 char) TBD		Business name (max 62 char) Dollar General	
4) Legal description of property: county section township range Decatur 35 2 29		5) Is access to be shared? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes	
6) From which State Highway are you requesting access? Highway 83		7) What side of the highway? <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
8) How far to the proposed access from the nearest mile marker? _____ miles (<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W) of mile marker: _____		9) How far is the proposed access from the nearest highway or major cross street? 192± <input checked="" type="checkbox"/> feet <input type="checkbox"/> miles (<input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W) from highway or major cross street: Highway 36	
10) Is the proposed access within City Limits? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes		11) Is access on highway frontage road? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes	
12) What is the highway speed limit? 30 mph		13) What is the highway section? <input checked="" type="checkbox"/> curb and gutter or <input type="checkbox"/> open ditch	
14) What is the estimate date you would like to begin construction? Spring 2019 How long do you anticipate construction taking? 3 months			
15) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> improvement to existing access <input type="checkbox"/> temporary access (duration anticipated: _____) <input checked="" type="checkbox"/> change in access use <input type="checkbox"/> relocation of an existing access			
16) Describe in detail existing property use: (max 460 char) Used automobile sales.			
17) Does the property owner own or have any interests in any adjacent property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes—please describe: (max 130 char)			
18) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes—list them on your plans and indicate the proposed and existing access points. (Proposed access? Property Use? Thoughts?)			
19) Do you have any other alternative access serving this property, or adjacent properties in which you have a property interest? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if permit is available provide permit number and a copy: _____.			
20) Describe proposed access property use: (max 258 char) Commercial retail store			
21) Provide the following vehicle information. Leaving the property then returning counts as two (2) trips.			
# of vehicles per day 142	# of vehicles in the peak hour 10	Most common vehicle type Passenger car	
Largest vehicle type to use access regularly SUV/Pickup Trucks		Frequency of usage (# of vehicles) 142 per <input checked="" type="checkbox"/> day <input type="checkbox"/> week <input type="checkbox"/> month <input type="checkbox"/> year	

22) Check with KDOT's Area Permit Coordinator to determine which of the following documents are required to complete the review of your application.

- | | | |
|---|--|---|
| a) Property map indicating other access, bordering roads and streets. | d) Map and letters detailing utility locations before and after development in and along the right-of-way. | g) Parcel and ownership maps including easements. |
| b) Highway and driveway plan profile. | e) Subdivision, zoning, or development plan. | h) Traffic studies. |
| c) Drainage plan showing impact to the highway right-of-way. | f) Proposed access design. | i) Proof of ownership. |
| | | j) Proof of insurance. |

23) Provide the following geometric information regarding the proposed access. An attached drawing may be needed if the proposed access requires improvements in addition to those shown on the drawing below. (Note: Measurements along and on the highway should not be completed by the applicant without prior notification and approval by KDOT.)



Proposed Access Drainage: Mound Entrance Valley Gutter Pipe/Culvert—Provide Pipe/Culvert Type _____

Access Information: **W**-Width: 30 feet **R**-Radius: _____ feet Pipe Diameter: _____ inches

Access Surface: Asphalt Concrete Gravel Other: _____ Access Thickness (depth): _____ inches

PC-Property Clearance: 150' ± feet

*Note: Taper Length and Taper Width not applicable in areas with curb and gutter. Use standard taper unless auxiliary lane or other improvement is determined needed by KDOT.

If an access permit is issued, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of law, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

Notification to Applicant: KDOT will contact you when your application has been reviewed. If additional documents are required to continue the application process you will be contacted. When all of the necessary documents have been received, the application will be deemed complete. If your completed application is approved, a Highway Access Permit will be issued.

Insurance provided Insurance not required (governmental entities only)

Applicant signature	Print name	Date
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If the applicant is not the property owner, the applicant must have property owner's consent prior to submitting the application. The property owner or property owner's legal agent will be required to sign the approved permit.

I am the property owner or property owner's legal agent I have the property owner's consent to make this application

When the access location is on a state highway within a city limit, the city needs to support the request for access.

The City of _____ is in support of this request for access, as acknowledged by

Name of City Representative Date

Mayor City Manager City Engineer Other (max 40 char) _____

KANSAS DEPARTMENT OF TRANSPORTATION
APPLICATION FOR HIGHWAY ACCESS

Date received by KDOT Area Office
 (KDOT use only):

Instructions:

**Please print
 or type**

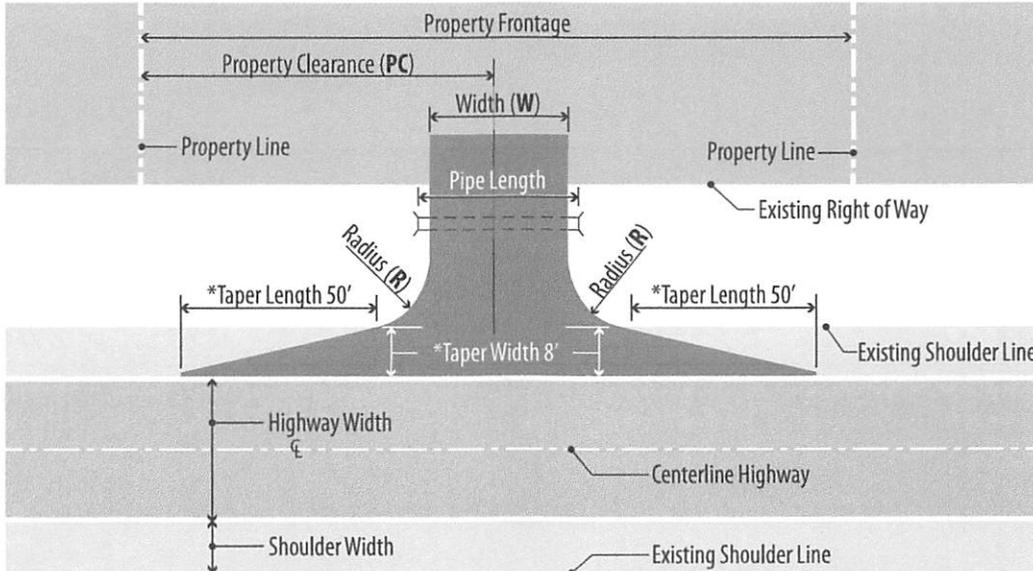
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E-mail address (max 62 char) <input type="checkbox"/> Preferred method of communication tyler@colbycapital.com		E-mail address if available (max 62 char) <input type="checkbox"/> Preferred method of communication mabeln@abelnarchitects.com	
3) Address of property to be served by permit (max 62 char) TBD		Business name (max 62 char) Dollar General	
4) Legal description of property: county Decatur section 35 township 2 range 29		5) Is access to be shared? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes	
6) From which State Highway are you requesting access? Highway 83		7) What side of the highway? <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
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- | | | |
|---|--|---|
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Name of City Representative _____ Date _____

Mayor City Manager City Engineer Other (max 40 char) _____



Rusty Eck Ford
7310 E Kellogg, Wichita, Kansas, 67207
Office: 316-689-4461

Customer Proposal

Prepared for:

Mr. David Sporn
City Foreman, City of Oberlin
Oberlin, KS

Prepared by:

Troy Pfaff
Office: 316-689-4461
Email: tpfaff@rustyeckford.com

Date: 02/08/2019

Vehicle: 2019 F-150 XL
4x2 Regular Cab Styleside 8' box 141" WB



PICTURE IS JUST FOR GENERAL PURPOSE

2019 FORD F150 2WD V6

PRICE \$21,980.00



Selected Options

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	\$28,455.00
Packages		
100A	Equipment Group 100A Base <i>Includes:</i> - Engine: 3.3L V6 PDFI Includes auto start-stop technology and flex-fuel capability. - Transmission: Electronic 6-Speed Automatic Includes selectable drive modes: normal/tow-haul/sport. - 3.55 Axle Ratio - GVWR: 6,170 lbs Payload Package - Tires: P245/70R17 BSW A/S - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/4 Speakers Includes auxiliary audio input jack (not available with SYNC).	N/C
Powertrain		
99B	Engine: 3.3L V6 PDFI <i>Includes auto start-stop technology and flex-fuel capability.</i>	Included
446	Transmission: Electronic 6-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/sport.</i>	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,170 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: P245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
141WB	141" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack (not available with SYNC).</i>	Included
53B	Class IV Trailer Hitch Receiver	\$95.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Rusty Eck Ford
 7310 E Kellogg, Wichita, Kansas, 67207
 Office: 316-689-4461

2019 F-150, Regular Cab Styleside
 4x2 Regular Cab Styleside 8' box 141" WB
 XL(F1C)
 Price Level: 950

Selected Options (cont'd)

Code	Description	MSRP
	<p>Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.</p> <p><i>Includes towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</i></p>	
Interior Colors		
AG_02	Medium Earth Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C
SUBTOTAL		\$28,550.00
Destination Charge		\$1,595.00
TOTAL		\$30,145.00

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Prepared for: Mr. David Sporn, City Foreman, City of Oberlin
 By: Troy Pfaff Date: 02/08/2019



Rusty Eck Ford
7310 E Kellogg, Wichita, Kansas, 67207
Office: 316-689-4461

Customer Proposal

Prepared for:

Mr. David Sporn
City Foreman, City of Oberlin
Oberlin, KS

Prepared by:

Troy Pfaff
Office: 316-689-4461
Email: tpfaff@rustyeckford.com

Date: 02/07/2019

Vehicle: 2019 F-250 XL
4x4 SD Regular Cab 8' box 142" WB SRW



PICTURE IS JUST FOR GENERAL PURPOSE

PRICE \$25,181.00

\$2,920.00 FLAT BED ECONOMY

TOTAL \$28,101.00



Selected Options

Code	Description	MSRP
Base Vehicle		
F2B	Base Vehicle Price (F2B)	\$35,945.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes digital clock and 4 speakers.	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i>	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
512	Spare Tire, Wheel, Carrier & Jack Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	\$295.00
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description	MSRP
66D	Pickup Box Delete <i>Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Includes: - Rear Bumper Delete</i>	-\$625.00
587	Radio: AM/FM Stereo <i>Includes digital clock and 4 speakers.</i>	Included

Emissions

425	50-State Emissions System	STD
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Interior Colors

AS_01	Medium Earth Gray	N/C
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Primary Colors

Z1_01	Oxford White	N/C
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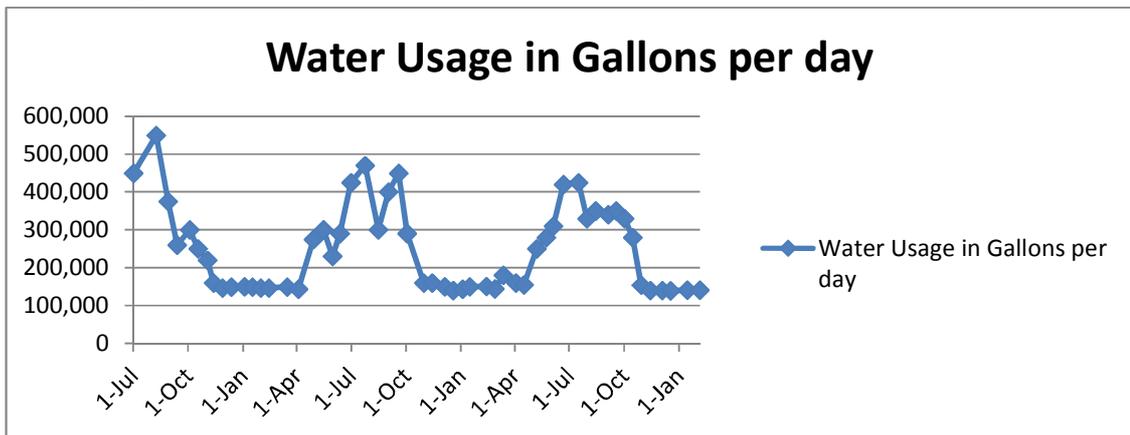
SUBTOTAL	\$35,615.00
Destination Charge	\$1,595.00
TOTAL	\$37,210.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

To: Mayor and Oberlin City Council

From: City Foreman David Sporn

1. City crews have been removing snow and ice, maintaining equipment, and working on the following:
 - a. Line- line clearing/tree trimming
 - b. Water- upgrading water meters/locating utilities
 - c. Parks/Cemetery- maintain cemetery roads/burials
 - d. Cross- cleaning engines at the Power Plant/assisting the street dept
 - e. Street- repairing potholes/maintaining dirt streets
2. I have been creating my yearly documents and planning for this years tasks. If the Mayor and/or City Council would like to see any of the Utilities planned duties, equipment evaluations/plans, or related, I will be glad to produce a copy.
3. Water Usage:

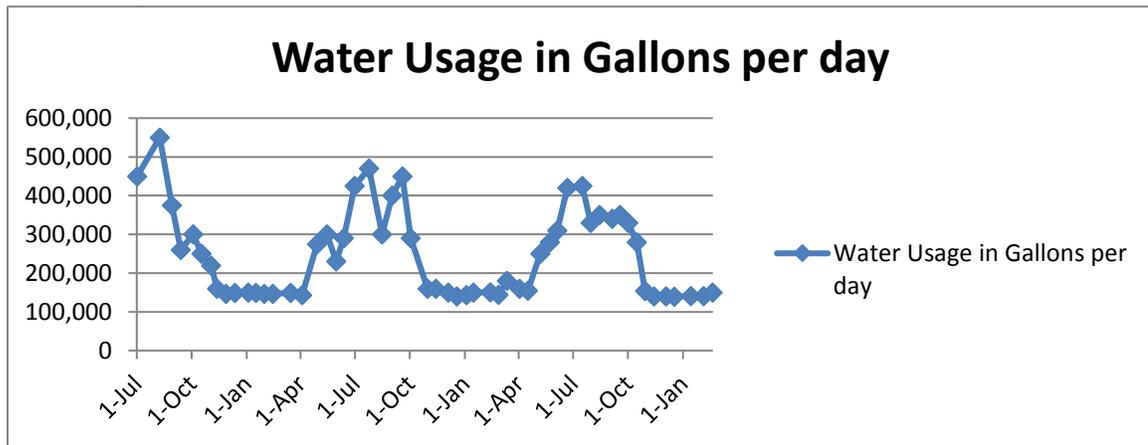


Questions/Comments?

To: Mayor and Oberlin City Council

From: City Foreman David Sporn

1. The Elect. and Water Depts. have been installing radio read meters steadily. Radio meters are installed through the year but at this time the crews utilize time as a “change-out” program. There is 98% of 1251 electric meters that are now radio read and 58% of 966 water meters are now radio read.
2. Our loader, which has been retired by one of our backhoes, and two pickup trucks have been listed on an online auction site called Gavel Roads. We have used this auction provider in the past and have good luck. The two pickups are planned to be replaced with new 2019 pickups utilizing budgeted funds.
3. I have been updating and reviewing all of my safety plans. There are several of these pertaining to different aspects of the utilities. This is a yearly thing for me.
4. Water Usage:



Questions/Comments?

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

	Compensating Use Tax										Monthly Average
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
Jan	2,162.10	1,928.89	2,392.53	2,707.47	2,002.94	3,155.46	2,012.71	2,408.53	3,492.17	2,669.08	2,493.19
Feb	1,586.04	1,701.94	5,510.95	3,844.13	2,456.52	3,716.75	3,359.24	2,609.32	2,651.06		3,048.44
Mar	1,378.28	3,196.88	2,972.13	3,127.11	2,849.19	2,784.87	1,864.45	690.91	2,424.20		2,365.34
Apr	1,443.17	2,815.25	1,883.10	2,305.04	2,343.70	1,887.34	1,734.48	2,937.15	2,348.93		2,188.68
May	1,688.05	2,114.40	2,312.55	3,272.42	3,699.88	4,053.90	2,818.76	2,781.28	2,734.02		2,830.58
Jun	1,689.68	1,985.61	2,219.02	3,086.82	2,950.93	3,022.07	2,154.28	2,438.86	2,256.97		2,422.69
Jul	1,627.12	1,622.84	810.36	1,716.47	5,424.82	2,431.50	2,952.70	2,086.98	3,106.39		2,419.91
Aug	1,745.17	2,338.23	1,223.59	3,036.72	10,391.85	2,628.84	1,969.53	3,548.13	2,873.95		3,306.22
Sep	1,032.55	1,657.63	3,235.03	2,034.62	2,222.39	2,468.43	3,753.76	1,644.49	4,095.12		2,460.45
Oct	1,633.45	3,086.81	4,550.85	2,484.72	2,652.33	2,024.88	2,107.17	3,145.15	3,155.83		2,760.13
Nov	1,788.18	5,262.71	3,121.62	2,739.65	3,781.95	3,056.61	2,960.89	3,120.74	3,645.99		3,275.37
Dec	1,929.73	4,283.98	2,338.04	2,772.63	2,068.52	3,461.62	3,257.06	2,033.23	3,450.53		2,843.93
	19,703.52	31,995.17	32,569.77	33,127.80	42,845.02	34,692.27	30,945.03	29,444.77	36,235.16	2,669.08	

Total Compensating Use Tax Received 294,227.59
Overall Monthly Average 109 Months 2,699.34

	Sales Tax										Monthly Average
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
Jan	6,898.40	8,056.73	7,895.44	9,705.66	8,715.07	8,802.89	7,449.68	7,728.77	7,204.60	7,926.52	8,038.38
Feb	8,853.85	7,563.12	9,806.50	8,910.41	8,026.28	10,467.31	10,852.16	7,425.74	7,777.25		8,853.62
Mar	8,175.61	8,025.64	9,039.17	9,740.19	9,921.30	8,586.58	10,654.30	8,135.63	8,873.91		9,016.93
Apr	5,566.57	7,868.51	7,334.29	7,052.35	8,248.39	8,043.10	6,099.57	8,101.92	7,370.69		7,298.38
May	8,428.02	7,849.85	7,747.17	8,925.45	16,125.51	8,313.16	9,017.49	7,528.82	8,099.84		9,115.03
Jun	7,031.11	7,338.35	8,742.74	8,371.29	9,444.98	10,594.33	6,453.21	7,325.01	7,085.21		8,042.91
Jul	6,221.77	6,740.09	8,168.76	9,177.94	9,552.90	7,783.04	8,286.20	9,574.70	8,266.62		8,196.89
Aug	9,208.47	9,027.57	9,165.68	9,269.31	9,578.27	9,385.60	8,742.22	9,643.26	9,970.76		9,332.35
Sep	7,143.11	8,258.66	8,582.63	8,742.66	12,166.72	8,729.10	7,535.60	7,276.80	9,916.53		8,705.76
Oct	7,194.20	9,120.12	9,241.01	9,468.34	10,086.17	9,475.65	9,912.94	8,949.90	10,814.89		9,362.58
Nov	8,309.46	8,763.37	7,867.79	9,035.33	12,054.47	9,953.30	8,225.62	8,548.72	8,943.74		9,077.98
Dec	7,330.68	8,064.92	7,383.97	9,046.04	8,402.04	8,144.67	9,498.09	7,446.89	7,315.95		8,070.36
	90,361.25	96,676.93	100,975.15	107,444.97	122,322.10	108,278.73	102,727.08	97,686.16	101,639.99	7,926.52	

Total Sales Tax Received 936,038.88
Overall Monthly Average 109 Months 8,587.51

	Combined Total Compensating Use and Sale Tax										Monthly Average
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
Jan	9,060.50	9,985.62	10,287.97	12,413.13	10,718.01	11,958.35	9,462.39	10,137.30	10,696.77	10,595.60	10,531.56
Feb	10,439.89	9,265.06	15,317.45	12,754.54	10,482.80	14,184.06	14,211.40	10,035.06	10,428.31	-	11,902.06
Mar	9,553.89	11,222.52	12,011.30	12,867.30	12,770.49	11,371.45	12,518.75	8,826.54	11,298.11	-	11,382.26
Apr	7,009.74	10,683.76	9,217.39	9,357.39	10,592.09	9,930.44	7,834.05	11,039.07	9,719.62	-	9,487.06
May	10,116.07	9,964.25	10,059.72	12,197.87	19,825.39	12,367.06	11,836.25	10,310.10	10,833.86	-	11,945.62
Jun	8,720.79	9,323.96	10,961.76	11,458.11	12,395.91	13,616.40	8,607.49	9,763.87	9,342.18	-	10,465.61
Jul	7,848.89	8,362.93	8,979.12	10,894.41	14,977.72	10,214.54	11,238.90	11,661.68	11,373.01	-	10,616.80
Aug	10,953.64	11,365.80	10,389.27	12,306.03	19,970.12	12,014.44	10,711.75	13,191.39	12,844.71	-	12,638.57
Sep	8,175.66	9,916.29	11,817.66	10,777.28	14,389.11	11,197.53	11,289.36	8,921.29	14,011.65	-	11,166.20
Oct	8,827.65	12,206.93	13,791.86	11,953.06	12,738.50	11,500.53	12,020.11	12,095.05	13,970.72	-	12,122.71
Nov	10,097.64	14,026.08	10,989.41	11,774.98	15,836.42	13,009.91	11,186.51	11,669.46	12,589.73	-	12,353.35
Dec	9,260.41	12,348.90	9,722.01	11,818.67	10,470.56	11,606.29	12,755.15	9,480.12	10,766.48	-	10,914.29
	110,064.77	128,672.10	133,544.92	140,572.77	165,167.12	142,971.00	133,672.11	127,130.93	137,875.15	10,595.60	

Total Combined Compensating Use and Sales Tax Received 1,230,266.47
Overall Monthly Average 109 Months 11,286.85



OBERLIN POLICE DEPARTMENT

107 W. Commercial
P O Box 237
Oberlin KS. 67749-0237
oberlinpd3@ruraltel.net



MONTHLY ACTIVITY REPORT TO COUNCIL MONTH OF JANUARY, 2019

CITY COURT: FINES COLLECTED IN JANUARY, 2019 - \$6,449.80 –YTD \$6,449.80
.....

CITY COURT CASES FILED

- 3 – POSSESSION OF MARIJUANA
- 3 – POSSESSION OF DRUG PARAPHERNALIA
- 5 – ILLEGAL TAGS
- 8 – MAXIMUM SPEED LIMITS
- 2 – SEATBELTS
- 2 – NO DRIVER'S LICENSE
- 4 – MOTOR VEHICLE LIABILITY INSURANCE
- 2 – MISDEMEANOR WARRANT ARRESTS

DISTRICT COURT CASES / OTHER FILED

- 1 – MISDEMEANOR WARRANT ARREST
- 1 – POSSESSION OF A CONTROLLED SUBSTANCE
- 1 – POSSESSION OF DRUG PARAPHERNALIA
- 1 – FELONY WARRANT ARREST
- 1 - THEFT

- ANIMAL CONTROL: 1 – DOG AT LARGE
1 – NO CITY DOG TAGS
1 – NUISANCE ANIMAL

CODE ENFORCEMENT: NONE

2019 Board Meeting Notes for Month of January

Attending: Matt Barnes Vicky Ray Ruth Wolfram Ronda Schroer Linda Dixon

Warren Bainter Violet Shaw

Minutes from previous month approval:

Motioned by: Ruth

Seconded by: Linda

Passed or Opposed: Passes

Financial Statement Approval: For Dec and Jan

Motioned by: Warren

Seconded by: Vicky

Passed or Opposed: Passes

Donations:

\$79.80 from FoOLs for Story Hour

4425.78 from FoOLs for basement camera. It is all paid for.

Personnel:

Sherry Bergling has given her notice but will stay on until a replacement can be found. It was motioned by Linda And 2nd by Vicky to put an ad in the Herald, put it on Facebook and in the newsletter to find someone to do the bookkeeping.

Facility and Maintenance:

The city has the company ESP, an energy company, and look at the library lighting, windows doors and furnaces/ac Units, in order to see how they could save money on electricity. No report from them was available.

Financials:

Sherry Bergling has completed the financials and reconciliation and checks were signed. The cash drawer is locked and Ronda will be the only one with the key.

Miscellaneous:

*Warren will finish Sharyn Bodfield's term in April and has said he will continue with his first full term

*Ruth's term is up in April and she has agreed to continue for another term also.

*Rotary has informed Ronda that the grant for the new computer has been approved. Ronda will notify Dave Fischer to order the computer. Ronda will pick up the grant check at the next Rotary meeting.

*First National bank certificate will automatically renew on 2/2/19. It was motioned by Vicky and seconded by Ruth to keep it as is.

*The state report is completed. This will qualify us for a grant from the state to purchase books and DVDs.

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

Next meeting February 25, 2019 at 5 p.m.