

**Oberlin City Council meeting**  
**5:00 pm**  
**April 18, 2019**



**AGENDA**  
**CITY COUNCIL MEETING**  
Gateway 1 & 2 – Oberlin, Kansas  
March 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 \_\_\_\_\_ Lohofener\_\_\_\_ Gawith \_\_\_\_ McHugh \_\_\_\_\_

**PLEDGE OF ALLEGIANCE to the Flag**

**PUBLIC COMMENT**

**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 May 2, 2019
2. Curbside Pickup April 29, 2019
3. Wastewater Lagoon
4. Sappa Intern

**NEW BUSINESS**

1. Western Kansas Child Advocacy – Jonathan Herald
2. CDBG Environmental Review
3. Resolution No. 711 Authorizing Execution of SWPA Project Agreement
4. KMEA Southwestern Power Administration (SPA) Extension Agreement
5. SWPA & KMEA Contract Extension from 2019 to 2033

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

- Mayors Report
- Public Works Department – Foreman Sporn 4-15-19 Report
- Treasurers Report – Report
- Police Report – Chief Burmaster Police Mar 2019 Report
- Chamber Report - March 2019 Meeting, Special 3-15-19 Minutes, April 2019 Agenda
- EDC Report – 4-15-19 Agenda
- Other Reports

**EXECUTIVE SESSION**

#1 Executive Session for non-elected personnel.

**ADJOURNMENT**

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

## **REGULAR COUNCIL MEETING – April 04, 2019 – GATEWAY – 5:00 P.M. - UNAPPROVED**

**CALL TO ORDER** – Council President Brandon Oien, in the absence of Mayor Ladd Wendelin, called the meeting to order at 5:04 pm and the Pledge of Allegiance to the Flag was recited.

**Roll Call of the Members of the City Council** - Brandon Oien, Deb Lohofener and Kristin McHugh. Majority of the Body Present. Scott Gawith arrived at 5:10 pm.

Absent: Ladd Wendelin and Jim Marchello

**Others Present** - City Administrator Halley Roberson, City Treasurer Steve Zodrow, City Foreman Dave Sporn, Airport Manager Brice Meitl, Dayna Mannebach with the Oberlin Herald, Troy Haas, Heather McDougal, and Marilyn Black. City Attorney Steve Hirsch arrived at 5:25 pm.

**PROCLAMATIONS** - None

**PUBLIC COMMENT** - None

**APPOINTMENTS** – None

### **CONSENT AGENDA**

Approval of minutes of March 21, 2019 regular Council meeting.  
Appropriation Ordinance – Payment of Bills.

Lohofener moved, second by McHugh to approve the Consent Agenda. **Motion carried.**

### **ADMINISTRATORS REPORT**

1. Next Council Meeting will be on April 18, 2019.
2. The MMA Event on March 23, 2019 was well attended with attendance estimated at around 900.
3. Ads for seasonal help have been put out for Streets, Parks and the Swimming Pool. A few applications have been received and the application period is still open.
4. Updated the Council on Amendment #8 for the loan with KDHE on the Wastewater Treatment Facility. The phone call with KDHE did take place and the City was informed that although it is not specifically stated in any of the loan documents nor any of the denials to the City's request for reimbursement of interest incurred on the loan during the Lagoon #4 construction; the funding is from a federal loan program that does not permit grants. KDHE is allowed, however, to forgive 100% of the principal advanced on approved projects. The program rules state that principal cannot be forgiven before a 30 day period has passed and that the interest on the loan during that 30 day period cannot be forgiven. What this boils down to is the City is going to be liable for this interest even though the project had been presented as being no cost to the City. The amount of interest due will be dependent upon the size and number of the remaining loan advances. The project is nearing the end and it is anticipated that the total interest the City will incur will be less than \$3,000.
5. Administrator Roberson gave a slide presentation covering the Pratt Conference she and Foreman Sporn attended and how that all relates to the Energy Study that ESP is conducting for the City. Pratt, Kansas has the largest solar power field in the State of Kansas covering 37 acres. The slide show is incorporated into the Council Packet. To summarize the presentation she views the ESP Study as two separate projects. One pertaining to energy efficiency through metering, lighting, HVAC system and window improvements. The other pertaining to power generation improvements through either solar or wind or a combination of the two. Both would increase available revenues for the City. These revenues could then be used to finance capital projects

without raising taxes or utility rates. The bulk of the slide presentation detailed what is involved in entering into a power purchase agreement.

## **OLD BUSINESS - NONE**

## **NEW BUSINESS**

**KDOT Airport Grant Agreement – Height and Hazard Study:** Administrator Roberson informed the Council that the City had been approved for a KDOT grant to fund a \$40,000 Height and Hazard Study for Local Airspace for the Oberlin Municipal Airport. The grants are funded on a 95%/5% cost basis so the City's share of this project cost would be \$2,000. She reminded the Council that this project is needed in order to finish the Runway Extension Project. The FFA required a more in depth study than what was performed by Olsson Associates.

Gawith moved, second by Lohofener to enter into the agreement with KDOT for the grant to fund the height and hazard study. **Motion carried.**

**Resolution No. 711 Authorizing Execution of SWPA Project Agreement:** Administrator Roberson asked for this to be tabled to a future meeting as she had some questions pertaining to the contract she would like to have addressed prior to entering into the agreement.

**KMEA Southwestern Power Administration (SPA) Extension Agreement:** The discussion and signing of this agreement was tabled to a future meeting.

**Right of Way Access Permission for Groundwater Monitoring Wells:** Administrator Roberson explained that KDHE was requesting permission to add some additional monitoring wells. Milco Environmental Services, Inc. handles this monitoring for the City. A map was presented showing where the current monitoring wells are located and where KDHE would like to put the additional wells.

Gawith moved, second by McHugh to enter into the agreement with Milco Environmental Services, Inc. to allow the placement of the new monitoring wells within the City's Right of Ways at the locations indicated on the map provided with the proposal. **Motion carried.**

**2019 Pool Fees:** Administrator Roberson presented the pool pamphlet she was proposing for 2019 which shows the pool fees the same as were charged in 2018. She does not propose making any changes to the fees or the fee structure. Council member Lohofener inquired as to how much revenue was generated in 2018 from admission fees. Treasurer Zodrow responded that \$17,990 had been collected from admissions in 2018 and that \$6,963 had been taken in for concessions. He reported that there were 101 potential days for the pool to be open for the 2018 season. Out of those days the pool was open for 79 day swims and 54 evening swims. Average attendance for the day swim was 76 patrons and the evening swim was 24 patrons. Of the 22 days the pool was not open, 8 of those days was due to weather conditions, 1 for other events, 2 for contamination and 11 due to school being in session. Of the 47 evenings the pool was not open, 11 of those days was due to weather conditions, 10 for other events, 4 for contamination, 12 for Saturday evenings and 10 due to school being in session.

Lohofener moved, second by Gawith to keep the 2019 pool fees the same as last year. **Motion carried.**

## **Reports of Other Officers, Boards and Committees:**

### **Mayors Report: None**

**Public Works Department:** Foreman Sporn's report was available as part of the packet. He had nothing to add and inquired if the Council had any questions. Oien inquired that since the pool prep was being pushed back from the normal time if the pool would be ready to open by Memorial Day. Sporn replied that the pool should still be ready to open on time. Councilman Gawith commented that with all the wet weather the weeds were already getting a good head start.

**Treasurer's Report:** Treasurer Zodrow went over the Sales and Use Tax Report that was included in the packet. The Council had no questions.

**Police Report:** Police Chief Burmaster had recently taken some time off and a report was not included in the packet.

**EXECUTIVE SESSION:**

Council President Oien called for a 7 minute Executive Session to discuss items pursuant to personnel matters of nonelected personnel, KSA 75-4319(b)(1). To include himself, administrator, city attorney and the council starting at 5:45 pm.

Gawith moved, second by McHugh. **Motion carried.**

Council resumed regular session at 5:52 pm. No action taken.

Council President Oien then went around the table offering each Council Member a chance to make any statements they wished. All expressed their appreciation for the effort being made to deal with the damage created to the city streets by the winter weather. Oien expressed his appreciation for the Library Board minutes being made available in the packet.

Lohofener moved, second by Gawith to adjourn. **Motion carried.**

Oien adjourned the meeting at 5:59 pm.

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City Clerk

Mayor



## STATUTORY CHECKLIST

Use this worksheet for projects that are Categorical Excluded under 24 CFR §58.35(a).

PROJECT NAME: City of Oberlin - Waterlines

ERR FILE # 19-PF-016 (optional)

An "ERR Determination" form should be provided as a cover to this checklist.

This checklist is a component of the Environmental Review Record (ERR) [§58.38]. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

### 24 CFR §58.5 – NEPA-Related Federal Statutes and Authorities

**DIRECTIONS** – For each authority, check one of the appropriate boxes under "Status."

"A box" The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to WHY the authority is not implicated, or HOW compliance is met; OR

"B box" The project requires an additional compliance step or action, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

**IMPORTANT:** Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order, Regulation or Policy cited at 24 CFR §58.5	STATUS		Compliance Documentation
	A	B	
<b>1. Air Quality</b> [Clean Air Act sections 176(c) & (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This project is not located in an EPA-designated nonattainment area. Compliance Met.
<b>2. Airport Hazards</b> (Clear Zones and Accident Potential Zones) [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AirNav.com - closest airport is 1 mile northwest of Oberlin, which exceeds the threshold (2,500 feet) for action for clear zones. 1 mile = 5,280 feet.  Brice Meitl, Manager, City of Oberlin Airport noted on 3/5/19 there will be no impact in regards to airport hazards. Compliance Met.
<b>3. Coastal Zone Management</b> [Coastal Zone Management Act sections 307(c) & (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No coastal zone management programs exist in the states of HUD Region VII, as established by Nat'l Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Manag't. ( <a href="http://coastalmanagement.noaa.gov/mystate/welcome.html">http://coastalmanagement.noaa.gov/mystate/welcome.html</a> )
<b>4. Contamination and Toxic Substances</b> [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See attachment.

<b>5. Endangered Species</b> [50 CFR 402]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	KDWPT-No impacts to crucial wildlife habitats; no special mitigation measures necessary by Mark Van Scoyoc on 3/8/19. US Fish & Wildlife - no concerns/comments by Christopher Thorton on 3/6/19. Compliance Met.
<b>6. Environmental Justice</b> [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project area is zoned in zone "R"- Single and Two Family Dwelling District. The public had opportunity for involvement at a legal hearing on 8/20/18. EJ concerns are not present due to the fact the entire City will benefit from the water system improvements. There are no major env. concerns. Compliance Met.
<b>7. Explosive and Flammable Operations</b> [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project is not new construction nor is it conversion of land use. No action is required. Compliance Met.
<b>8. Farmland Protection</b> [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No farmland will be impacted by this project. All streets are existing and are within the city limits of Oberlin. Compliance Met.
<b>9. Floodplain Management</b> [24 CFR 55, Executive Order 11988]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The City's water lines is not located within a FEMA designated flood zone area. See attached flood map.
<b>10. Historic Preservation</b> [36 CFR 800]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kansas State Historical Society - No adverse affect per Patrick Zollner on 3/14/19. Tribes were not required to be consulted under Section 106.
<b>11. Noise Control</b> [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not a noise sensitive land use project. Compliance met.
<b>12. Water Quality (Sole Source Aquifers)</b> [40 CFR 149]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No SSA designated in State. The project does not involve acquisition of undeveloped land, change of land use or new construction. Therefore no threshold for action is required.
<b>13. Wetland Protection</b> [24 CFR 55, Executive Order 11990]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not involve acquisition or disposition of undeveloped land, change of land use, new construction or expansion of a building footprint. No threshold for action is required.
<b>14. Wild and Scenic Rivers</b> [36 CFR 297]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kansas does not have Wild & Scenic rivers.

**DETERMINATION:**

- Box "A" has been checked for all authorities.** The project can convert to Exempt, per §58.34(a)(12), since the project does not require any compliance measure (e.g., consultation, mitigation, permit or approval) with respect to any law or authority cited at §58.5. The project is now made Exempt and **funds may be drawn down; OR**
- Box "B" has been checked for one or more authority.** The project cannot convert to Exempt since one or more authority requires compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7105.15), and obtain HUD's Authority to Use Grant Funds (HUD-7015.16) per §§ 58.70 & 58.71 **before committing funds; OR**
- The unusual circumstances of this project may result in a significant environmental impact. The project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

**Part 58.6 Requirements** [24 CFR §58.6]

Complete the following table for all projects.

<b>§58.6 Requirements</b>	<b>Status (Y/N)</b>	<b>Source Documentation</b>
Flood Disaster Protection Act [Flood Insurance] [§58.6(a)]	YES	The City's water lines is not located within a FEMA designated flood zone area. See attached flood map.
Coastal Barrier Resources Act/Coastal Barrier Improvement Act [§58.6(c)]	Y E S	No Coastal Barrier Resource Areas in MO/KS/NE/IA. <a href="http://coastalmanagement.noaa.gov/mystate/welcome.html">http://coastalmanagement.noaa.gov/mystate/welcome.html</a>

Airport Runway Clear Zone Disclosure & Notification [§58.6(d)]	YES	AirNav.com - closest airport is 1 mile northwest of Oberlin, which exceeds the threshold (2,500 feet) for action for clear zones. 1 mile = 5,280 feet. Brice Meitl, Manager, City of Oberlin Airport noted on 3/5/19 there will be no impact in regards to airport hazards.
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**PREPARER:**

SIGNATURE: Justine Benoit DATE: 5/18/19

PREPARER NAME & TITLE: Justine Benoit, economic development coordinator

PREPARER'S AGENCY (If Different from Responsible Entity):

NWKP&DC

**RESPONSIBLE ENTITY APPROVING OFFICIAL:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVING OFFICIAL NAME & TITLE: Ladd Wendelin, Mayor

Environmental Review – Oberlin #19-PF-016

4. KDHE- Commented: has no identified contaminated Drycleaner or Superfund sites whining project site. to review Technical Guidance Document and ensure all waste property is disposed. Connie Illis commented if the old pipes have in asbestos and drilling or swainging into them, made the asbestos friable. KDHE gave clearance of the project should not be delayed but the applicant should address and claify the question or concern. The demo and waste for replacing the lines will not have asbestos involved therefore, it is not a mitigation but, will still be included throughout the plans. Miller and Associates (engineering firm) indicated there should not be any asbestos but, will include the information in the plans and specificaitons so all bidders to be informed. Halley Roberson, City Administrator signed no potenital impact for enviornmental concerns on 3/5/19.

**RESOLUTION NO. 711**

**A RESOLUTION OF THE CITY OF OBERLIN, KANSAS  
AUTHORIZING THE EXECUTION OF THE SWPA PROJECT  
AGREEMENT BETWEEN THE CITY AND THE KANSAS MUNICIPAL  
ENERGY AGENCY; AND AUTHORIZING ANY OTHER ACTIONS OF  
THE CITY RELATED THERETO.**

**WHEREAS**, the Kansas Municipal Energy Agency ("KMEA") consists of members (the "Members") which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

**WHEREAS**, KMEA is authorized by K.S.A. 12-885 *et seq.*, as amended, to plan, finance and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

**WHEREAS**, the City of Oberlin, Kansas (the "City") owns and operates a municipal electric system and is a Member in good standing of KMEA; and

**WHEREAS**, K.S.A. 12-825j authorizes the City to contract to buy from KMEA for the purchase of capacity and energy and related products to meet City's present and future requirements for a period not in excess of forty (40) years; and

**WHEREAS**, City has received allocations of Federal hydroelectric power and associated energy pursuant to the terms and conditions of the Southwestern Power Administration Final Power Allocations (1980-1988) 45 F.R. 19032 (1980); and

**WHEREAS**, KMEA intends to enter into a power sales contract to acquire hydroelectric power and energy from the United States of America, represented by the Secretary of Energy, acting by and through the Administrator, Southwestern Power Administration ("SWPA") for a period of fifteen (15) years commencing on June 1, 2019 (the "KMEA-SWPA PSC"), whereunder KMEA will purchase, on a combined basis and on behalf of certain cities in the State of Kansas, including the City (collectively, the "Participants"), the Participants' allocations of hydroelectric power and energy from reservoir projects, constructed and operated by the U.S. Corps of Engineers, as such power and energy become available; and

**WHEREAS**, the SWPA Project Agreement (the "Project Agreement") is intended to enable KMEA to pass through a share of the benefits and obligations of the KMEA-SWPA PSC to City, such that neither KMEA nor City obtains a benefit or incurs a burden or obligation due to a drafting or other difference between the Project Agreement and the KMEA-SWPA PSC; and

**WHEREAS**, City desires to utilize its allocation of federal hydroelectric power from SWPA by participating in the SWPA Project, pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, be it resolved by the governing body of the City of Oberlin, Kansas, as follows:

**Section 1. Approval of Project Agreement.** The City hereby finds and determines it to be advisable and in the best interests of the City and its inhabitants to enter into the Project Agreement with KMEA regarding the City's allocation of federal hydroelectric power and associated energy from SWPA.

**Section 2. Execution of Documents.** The Mayor and the City Clerk are hereby authorized and directed to execute and affix the seal of the City to the Project Agreement with KMEA in substantially the form presented with this Resolution and to execute any other ancillary documents related thereto for and on behalf of, and as the act and deed of, the City.

**Section 3. Further Authority.** The officials, officers, agents and employees of the City are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Resolution and to carry out and perform the duties of the Issuer with respect to the Project Agreement.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the City.

**ADOPTED** by governing body of the City of Oberlin, Kansas, and signed by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2019.

City of Oberlin, Kansas

\_\_\_\_\_  
Mayor Ladd Wendelin

(Seal)

Attest:

\_\_\_\_\_  
City Clerk Sandy Rush

**SWPA Project Agreement**

**between**

**Kansas Municipal Energy Agency**

**and**

**City of Oberlin, Kansas**

This SWPA Project Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Kansas Municipal Energy Agency, a municipal energy agency organized and existing under the laws of the State, including particularly the Act (hereinafter “KMEA”) and City of Oberlin, Kansas, a municipal corporation organized and existing under the laws of the State (hereinafter “City”), (KMEA and City hereinafter referred to collectively as “Parties” or, at times, individually as “Party”).

**WITNESSETH:**

**WHEREAS**, KMEA consists of members (the “Members”) which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

**WHEREAS**, KMEA is authorized by the Act to plan, finance and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

**WHEREAS**, City owns and operates a municipal electric system and is a Member in good standing of KMEA; and

**WHEREAS**, City is authorized under the laws of the State, including particularly K.S.A. 12-825j and the Act, to contract to buy from KMEA capacity and energy and related products to meet City’s present and future requirements for a period not in excess of forty (40) years; and

**WHEREAS**, City has received allocations of Federal hydroelectric power and associated energy pursuant to the terms and conditions of the Southwestern Power Administration Final Power Allocations (1980-1988) 45 F.R. 19032 (1980); and

**WHEREAS**, KMEA intends to enter into a power sales contract to acquire hydroelectric power and energy from the United States of America, represented by the Secretary of Energy, acting by and through the Administrator, Southwestern Power Administration (“SWPA”) for a period of fifteen (15) years commencing on the Delivery Start Date (as defined herein) (the “KMEA-SWPA PSC” as defined below in Section 1.16 below), whereunder KMEA will purchase, on a combined basis and on behalf of

certain cities in the State of Kansas, including the City (collectively, the “Participants”), the Participants’ allocations of hydroelectric power and energy from reservoir projects, constructed and operated by the U.S. Corps of Engineers, as such power and energy become available; and

**WHEREAS**, this Agreement is intended to enable KMEA to pass through a share of the benefits and obligations of the KMEA-SWPA PSC to City, such that neither KMEA nor City obtains a benefit or incurs a burden or obligation due to a drafting or other difference between this Agreement and the KMEA-SWPA PSC; and

**WHEREAS**, City desires to utilize its allocation of federal hydroelectric power from SWPA by participating in the SWPA Project, pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

#### **ARTICLE ONE: DEFINITIONS**

Any capitalized words used but not defined in this Agreement or its Schedules shall have the meaning as defined in the KMEA-SWPA PSC or the SPP Open Access Transmission Tariff.

Act shall mean K.S.A. 12-885, *et seq.*, as amended, and all laws amendatory or supplemental thereto.

Agreement shall mean this SWPA Project Agreement between City and KMEA.

Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State.

City shall mean City of Oberlin, Kansas and its permitted successors and assigns.

City Entitlement shall mean 200 kilowatts, which is the City’s individual allocation of Federal Power as set forth in Schedule 4.1, and as may be adjusted pursuant to this SWPA Project Agreement. Beginning on the first day of the month following the date that all six generating units at the Harry S. Truman project have been declared in commercial operation by Southwestern at full capacity (160,000 kilowatts) without operational constraints which would restrict the generating capability of such project and that such units are interconnected with the System of Southwestern, the City Entitlement shall include the additional 100 kilowatt entitlement associated with the Harry S. Truman project as set forth in Schedule 4.2(c), and as may be adjusted pursuant to this SWPA Project

Agreement.

City Percentage shall mean the fraction equal to the City Entitlement divided by KMEA's purchase amount under the KMEA-SWPA PSC (defined therein as the Peaking Contract Demand), expressed as a percentage.

Contract Year shall mean the 12-month period beginning on June 1st of each year and extending through May 31st of the following year.

Delivery Start Date shall mean June 1, 2019.

Effective Date shall mean the date as of which this Agreement has been executed by both Parties, as reflected on the signature page(s).

Event of Default shall have the meaning assigned to it in Section 11.1.

FERC shall mean the Federal Energy Regulatory Commission, or its successor in function.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.

Governmental Authority shall mean (a) any federal, state, local, municipal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority (including SPP, FERC, NERC and any applicable regional reliability entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power.

KMEA shall mean the Kansas Municipal Energy Agency, and its permitted successors and assigns.

KMEA Board of Directors shall mean the KMEA board of directors appointed by each Member pursuant to the provisions of Article V of the KMEA Bylaws and authorized in accordance with Article VII of the Second Amended and Restated Agreement to Create a Municipal Energy Agency.

KMEA-SWPA PSC shall mean the Power Sales Contract between KMEA and SWPA for the period commencing on June 1, 2019, as amended from time to time.

Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily. In the event that the prime lending rate is no longer published in *The Wall Street Journal*, KMEA and the Participants will select an appropriate replacement source for the prime rate.

Members shall mean all members of KMEA, including City, all being municipal corporations or boards of public utilities, in either case (a) organized and existing under the laws of the State and (b) authorized, under the laws of the State, to engage in the local distribution and sale of electric power and energy.

NERC shall mean the North American Electric Reliability Corporation.

Participant(s) shall mean City and/or one or more other Members who have executed a SWPA Project Agreement that is then in effect.

Payment Default shall have the meaning assigned to it in Section 11.1(a).

Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

SPP shall mean Southwest Power Pool, Inc., or any successor thereto.

SPP Tariff shall mean the Open Access Transmission Tariff of SPP, as it may be amended from time to time.

State shall mean the State of Kansas.

SWPA shall mean the United States of America, represented by the Secretary of Energy, acting by and through the Administrator, Southwestern Power Administration.

SWPA Project Agreement shall mean this Agreement or any substantially identical agreement entered into by KMEA with another Participant.

Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

Uncontrollable Force shall mean any force which is not within the control of the Party affected, including, but not limited to, failure of water supply, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, war, act of war, terrorist acts, or restraint by court of general jurisdiction, which by exercise of due diligence and foresight

such Party could not reasonably have been expected to avoid.

## **ARTICLE TWO: TERM**

2.1 Term. This Agreement shall be effective and binding upon execution by both of the Parties as reflected on the signature page(s) below, and (absent earlier termination as permitted hereunder) shall continue in effect until termination of the KMEA-SWPA PSC. Deliveries shall commence on the Delivery Start Date and continue through the end of the Term.

### 2.2 Termination.

(a) The Parties acknowledge that under the KMEA-SWPA PSC, if the rates and/or terms and conditions set forth in SWPA's Schedule 13 (which sets forth the rates and terms and conditions for Hydro Peaking Power, Peaking Energy, and Supplemental Peaking Energy) are increased, decreased, modified or superseded, KMEA has the right to terminate the KMEA-SWPA PSC. KMEA agrees not to terminate the KMEA-SWPA PSC without the concurrence of a majority of the Participants.

(b) If there is a change in the rates and/or terms and conditions set forth in SWPA's Schedule 13 and KMEA does not exercise its right to terminate the KMEA-SWPA PSC within the time period for doing so set forth in the KMEA-SWPA PSC, the City shall have the option of terminating its City Entitlement either (1) pursuant to Section 9.2, or (2) coincident with the effective date of a commensurate reduction in the amount of KMEA's purchases under the KMEA-SWPA.

(c) For any reason, the City shall have the option of terminating its City Entitlement either (1) pursuant to Section 9.2, or (2) coincident with the effective date of a commensurate reduction in the amount of KMEA's purchases under the KMEA-SWPA PSC.

(d) If the City seeks to terminate its City Entitlement pursuant to Sections 2.2(b), 2.2(c), or 9.2, it shall provide written notice to KMEA.

## **ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS**

3.1 Other SWPA Project Agreements. Except for the identity of the Participants and each City Entitlement and City Percentage (and, as applicable, other information specific to each individual Participant), this Agreement is and shall remain identical to the other SWPA Project Agreements.

3.2 Relationship to SPP Markets. The Parties agree that this Agreement is premised on the continuing ability of KMEA to transmit through the SPP transmission system Federal Power and Federal Energy purchased by KMEA from SWPA under the KMEA-SWPA PSC and the operation of SPP's centralized markets. If, during the Term, the City's load will no longer be located within SPP

then the Parties agree to undertake in good faith negotiations to amend this Agreement to provide for physical delivery to the City of its properly allocable share of the products available from the SWPA System, or otherwise to provide City with its properly allocable share of benefits from the SWPA Project, through means consistent with then-applicable tariffs. The Parties acknowledge that no such amendments shall diminish City's obligation to make payments to KMEA as required pursuant to Article Five.

3.3 Transmission. KMEA will arrange transmission service for delivery of the City Entitlement and associated energy from the SWPA System to the City.

#### **ARTICLE FOUR: SWPA PROJECT AND CITY PARTICIPATION**

4.1 City's Entitlement. Beginning on the Delivery Start Date, City shall purchase its City Percentage of the Federal Power and Federal Energy that KMEA purchases pursuant to the terms and conditions of the KMEA-SWPA PSC. It is the intent of KMEA and the City that the City's City Percentage of the benefits and obligations accruing to KMEA under the KMEA-SWPA PSC shall be flowed through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the KMEA-SWPA PSC, the Parties to this Agreement shall look to the terms of the KMEA-SWPA PSC to attempt to resolve such conflict. The City Entitlements and City Percentages of all Participants shall be set forth in Schedules 4.1 and 4.2(c) attached to this Agreement. KMEA will update Schedules 4.1 and 4.2(c) periodically as necessary, including without limitation to reflect changes resulting from actions taken pursuant to Sections 2.2, 9.2, 11.4, 12.2, 12.3 and/or any other applicable provision of this Agreement.

#### 4.2 SWPA Operations.

(a) KMEA shall schedule Federal Energy purchased under the KMEA-SWPA PSC on behalf of Participants with the aim of optimizing the use of Federal Energy available under the KMEA-SWPA PSC for the Participants as a group.

(b) The Parties acknowledge that under the KMEA-SWPA PSC, KMEA is to provide written notice to SWPA within 30 days of issuing or receiving a notice of termination of any Participant's SPA Project Agreement. The effect of such termination shall be determined pursuant to the terms of the KMEA-SWPA PSC, which provides that in such instances an adjustment of sales will be at SWPA's sole option and in SWPA's sole judgment.

(c) The Parties acknowledge that pursuant to the KMEA-SWPA PSC, beginning on the first day of the month following the date that all six generating units at the Harry S. Truman project have been declared in commercial operation by SWPA at full capacity (160,000 kilowatts) and

interconnected with the System of SWPA without operational constraints which would restrict the generating capability of such project, KMEA shall increase its purchase of Hydro Peaking Power under the KMEA-SWPA PSC by 3,700 kilowatts. As of the effective date of such increase, each Participant's City Entitlement and City Percentage shall be as set forth in Schedule 4.2(c).

#### 4.3 SPP Operations.

(a) Federal Energy scheduled by KMEA under the KMEA-SWPA PSC will be treated as imports in the SPP Integrated Marketplace, and KMEA will settle with SPP for all related charges and revenues. All such revenues received by KMEA and costs incurred by KMEA in connection with the KMEA-SWPA PSC will be allocated among the Participants based on their City Percentages, subject to Section 11.3 and other relevant provisions of Article Eleven if a Participant is in default under this Agreement. Each month, KMEA shall distribute to City its share of net revenues received by KMEA from SPP in connection with the KMEA-SWPA PSC in the form of a credit on the monthly invoice rendered pursuant to Section 6.1.

(b) KMEA shall cooperate as necessary with SWPA, SPP, and, to the extent KMEA is not the load responsible entity ("LRE") for all of the Participants, each LRE Participant (or the Market Participant representing it) to have the KMEA-SWPA PSC recognized as "Firm Power" serving the Participants for purposes of compliance with the resource adequacy provisions set forth under Attachment AA to the SPP Tariff. KMEA shall provide a copy of the KMEA-SWPA PSC to SPP in compliance with Attachment AA to the SPP Tariff.

### **ARTICLE FIVE: COST RESPONSIBILITY**

5.1 General Principle. It is the Parties' intention that City will be responsible for its allocable share (as determined pursuant to this Article Five) of (a) the Federal Power and Federal Energy charges KMEA incurs in connection with the KMEA-SWPA PSC, (b) any other charges KMEA incurs under or in connection with the KMEA-SWPA PSC, and (c) KMEA's administrative and other reasonable costs associated with its operation of the SWPA Project (which shall include an allocable share of KMEA's general costs of providing services that are not directly assignable to any given project). City's obligation to pay for its allocable share of such costs shall be effective upon the Delivery Start Date and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, the availability of the Federal Power and Federal Energy, or the taking of any action permitted by this Agreement. The provisions that follow are intended to implement, but not to narrow, this intention.

5.2 Cost Responsibility for SWPA Project Costs. Starting with the first month following the Delivery Start Date, City shall pay Federal Power and Federal Energy charges, transmission charges and administrative charges that reflect its properly allocable share of all of KMEA's net costs related to the SWPA Project.

(a) Each month, City's SWPA Project capacity and energy charges shall be calculated as the City Percentage of the total of KMEA's payments to SWPA for Federal Power and Federal Energy under the KMEA-SWPA PSC. The Parties acknowledge that the rates to be paid by KMEA to SWPA for Federal Power and Energy (except Excess Energy, if any) shall consist of the Capacity Charge, the Energy Charge, and any other applicable charges specified in, and assessed by SWPA against KMEA pursuant to, SWPA's then-effective Rate Schedule enumerating its Wholesale Rates for Hydro Peaking Power and Seasonal Peaking Power. The Parties acknowledge that the rates to be paid by KMEA to SWPA for Excess Energy, if any, shall consist of the Excess Energy Charge, and any other applicable charges specified in, and assessed by SWPA against KMEA pursuant to, SWPA's then-effective Rate Schedule enumerating its Wholesale Rates for Excess Energy. KMEA shall provide to all Participants timely notification of any revisions to the rates and/or terms and conditions of SWPA's Rate Schedule enumerating its Wholesale Rates for Hydro Peaking Power and Seasonal Peaking Power and/or Rate Schedule enumerating its Wholesale Rates for Excess Energy.

(b) Each month, City's SWPA Project transmission charge shall be its properly allocable share of all transmission-related costs paid by KMEA for the month that are directly related to the SWPA Project and that are not otherwise reimbursed to KMEA by the City pursuant to any other agreement between the Parties. Such transmission-related costs may include, without limitation, costs of upgrades, charges to fund credits to upgrade sponsors under Attachment Z2 of the SPP tariff, and any costs associated with Auction Revenue Rights, Transmission Congestion Rights or Long-Term Congestion Rights, in each case arising in connection with the SWPA Project.

(c) City's administrative charge each month shall be (i) an amount established by KMEA from time to time based on KMEA's budget, plus (ii) where applicable, City's portion of KMEA's costs incurred in the prior month that are related to the SWPA Project but were not included in KMEA's budget.

## **ARTICLE SIX: BILLING AND PAYMENTS**

6.1 Timing and Method of Invoices. KMEA shall bill the City monthly for the charges due KMEA under this SWPA Project Agreement. KMEA shall prepare and render such monthly invoices based on (a) its actual payment of

charges assessed to KMEA for the preceding month for Federal Power and Federal Energy under the KMEA-SWPA PSC, (b) its settlement of market charges and credits under the SPP Tariff related to imports of such Federal Energy, and (c) SPP invoices to KMEA for transmission service. KMEA shall provide each monthly invoice by e-mail to the City on or before the 20<sup>th</sup> calendar day of the month

6.2 Timing and Method of Payments. City shall pay the invoiced amount by the last Business Day of the month (provided, however, that the City shall not have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to KMEA's bank account in accordance with the instructions provided in writing by KMEA. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

6.3 True-Ups. To the extent any portion of a monthly invoice is based on KMEA's budget, SPP market settlements that are subject to further adjustment, or other estimates or projections, KMEA shall true up the related charges as soon as it has the necessary information regarding actual costs. Any overpayments by City shall be credited on the next invoice provided to City, and any underpayments shall be added to the next invoice provided to City.

6.4 Disputes. If City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to KMEA. Any such protest shall be subject to the limitations set forth in Section 6.6. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

6.5 Audits. Not more than once a year, one or more of the Participants may conduct an audit of (i) records maintained by KMEA in connection with the SWPA Project, and (ii) all costs charged to each Participant. If City wishes to initiate such an audit, it shall offer the other Participants the opportunity to participate. The costs of such audits shall be borne by the Participants that agree to participate in the audit, either directly or through reimbursement to KMEA. KMEA shall cooperate with one such audit in any given twelve-month period, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

6.6 Restriction on Challenges.

- (a) No challenge may be raised by the City with respect to the validity of costs incurred by KMEA under the KMEA-SWPA PSC (including challenges to the correctness and/or prudence of such costs) except to the

extent that KMEA can in turn raise the challenge under the KMEA-SWPA PSC, and the resolution of any such challenge under the KMEA-SWPA PSC shall be dispositive as between City and KMEA.

(b) No challenge may be raised by the City with respect to the validity of (i) market charges and credits under the SPP Tariff for imports of Federal Energy under the KMEA-SWPA PSC or (ii) if applicable, SPP transmission charges, except to the extent that KMEA can in turn raise the challenge under the SPP Tariff, and the resolution of any such challenge under the SPP Tariff PSC shall be dispositive as between City and KMEA.

#### 6.7 Pass-Through of Refunds.

(a) If, pursuant to the KMEA-SWPA PSC, KMEA receives any refund (as opposed to credits against its monthly bills, which will simply reduce KMEA's costs to be passed through to City hereunder) of any of its SWPA Project costs, it shall promptly pay to City an allocable share of such refund based on the same methodology and percentage or billing determinant(s) that were originally used to collect from City the charges to which the refund relates.

(b) If, pursuant to the SPP Tariff, KMEA receives any refund (as opposed to credits that simply reduce KMEA's costs to be passed through to the City hereunder) of any market charges or transmission charges under the SPP Tariff, it shall promptly pay to City an allocable share of such refund based on the same methodology and percentage or billing determinant(s) that were originally used to collect from City the charges to which the refund relates.

6.8 Unconditional Nature of Payment Obligation. All amounts payable by City under this Agreement shall be due irrespective of the actual availability of Federal Energy associated with the Federal Power, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of KMEA or any other person under this Agreement or any other agreement for any cause whatsoever.

### **ARTICLE SEVEN: INFORMATION REGARDING SWPA PROJECT**

7.1 Provision of Information on SWPA Project. KMEA will make reasonable efforts to obtain any information requested by City regarding the SWPA Project.

7.1 KMEA Budgets. KMEA's annual budget will include allocations to the SWPA Project. City shall have the right to review and have input on the KMEA budget via the KMEA Board of Directors.

## **ARTICLE EIGHT: LIABILITY AND INDEMNIFICATION**

8.1 General Indemnification of KMEA. City expressly agrees, proportionate to the City's Percentage and to the fullest extent permitted by law, to indemnify, hold harmless and defend KMEA against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the KMEA-SWPA PSC, KMEA's participation in the SWPA Project, and/or the generation, transmission or distribution of capacity and energy from the SWPA System, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMEA or its employees acting within the course and scope of their employment.

8.2 Waiver of Indirect Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

8.3 Waiver of Sovereign Tort Immunity. Nothing herein shall be construed as a waiver by City of the sovereign tort immunity granted to City under the laws of the State.

## **ARTICLE NINE: ASSIGNMENT**

9.1 Assignment. This SWPA Project Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Parties; provided, however, that neither this SWPA Project Agreement nor any interest herein shall be transferred or assigned by either Party except with the consent, in writing, (a) of the other Party, which consent shall not be unreasonably withheld, and (b) if and as necessary, of SWPA.

9.2 Voluntary Transfer of City Entitlement to Other Participant(s). For any reason, the City shall have the option of seeking to terminate its City Entitlement by transferring its City Entitlement to one or more other Participants. In this event, KMEA shall undertake or cause to undertake the following actions in the order indicated:

- (a) KMEA shall offer to allow each Participant that is not in default to acquire a pro-rata portion of the City Entitlement of the Participant seeking to terminate. Any part of the City Entitlement of the Participant seeking to terminate that shall be declined by any non-defaulting Participant shall be reoffered pro rata to the non-defaulting Participants that have accepted in full the first such offer. Such reoffering shall be repeated until the City Entitlement of the Participant seeking to terminate shall have been reallocated in full or until all non-defaulting Participants shall have declined to take any additional portion of such defaulting Participant's City Entitlement.

- (i) If the City Entitlement of the Participant seeking to terminate has been fully reallocated to one or more non-defaulting Participants, that Participant shall be permitted to terminate its City Entitlement.
- (ii) If the City Entitlement of the Participant seeking to terminate has not been fully reallocated to one or more non-defaulting Participants, that Participant shall have the option of terminating its City Entitlement provided that (1) KMEA is able to reduce its purchases under the KMEA-SWPA PSC by an amount equal to the portion of the City Entitlement not reallocated to one or more non-defaulting Participants, and (2) the termination of the City Entitlement does not take effect until such reduction to KMEA's purchases under the KMEA-SWPA PSC becomes effective.

(b) If, at the time of such offers described in Section 9.2(a) above, all six generating units at the Harry S. Truman project have been declared in commercial operation without operational constraints which would restrict the generating capacity of such project and such units are interconnected with the System of SWPA, then such offers shall include the additional entitlement associated with the Harry S. Truman Project in the City Entitlement. Otherwise, it is understood and agreed that any Participant's increased City Entitlement voluntarily acquired pursuant to Section 9.2(a) above shall carry with it the obligation to purchase a commensurate additional entitlement associated with the Harry S. Truman Project if and when the capacity and energy purchased by KMEA is increased pursuant to the KMEA-SWPA PSC as a result of the commercial operation of the Harry S. Truman project, as provided in Section 4.2(c)

(c) In the event of a termination of any Participant and reallocation of its City Entitlement pursuant to this Section 9.2, KMEA shall prepare a revised Schedule 4.1 and 4.2(c) reflecting the revised City Entitlements and City Percentages of all Participants.

## **ARTICLE TEN: DISPUTE RESOLUTION**

10.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

10.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 10.1.

10.3 Involvement of Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.4 Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 10.5, be resolved solely and exclusively by binding arbitration, using the following procedures (absent agreement of the Parties to different procedures).

(a) The arbitration shall be conducted before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect, except as modified herein. The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the “Demand”), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Unless the dispute uniquely affects just one Participant, each other Participant that is affected by the dispute shall, for purposes of a particular arbitration, declare which Party it supports. In applying the provisions of this Section 10.4, each reference to a “Party” will be deemed to include all aligned Participants, and the aligned parties shall act in a collective manner to exercise their rights and fulfill their obligations hereunder. A Participant that elects not to participate will nonetheless be bound by the outcome of the arbitration.

(c) Arbitration shall be held in Johnson County, Kansas. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq. Notwithstanding references herein to use of the AAA Commercial Arbitration Rules and possible AAA selection of arbitrators, it is not the Parties’ intention to require use of AAA or any other organization to administer any arbitration.

(d) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within ten (10) days of the receipt of the Demand, or if such Party fails to make such selection within ten (10) days from the receipt of the Demand, the AAA shall make such appointment upon the written request of the other Party. The two arbitrators thus appointed shall select the third arbitrator, who shall act as

the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the AAA shall make such appointment.

(e) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(f) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(g) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to (1) consider or award any form of damages barred by Section 8.2, or any other multiple or enhanced damages, whether under statutory or common law, or (2) require any modifications to this Agreement.

(h) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 10.4 or an arbitration award.

10.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 10.4, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

## **ARTICLE ELEVEN: DEFAULT AND REMEDIES**

11.1 Events of Default. The following shall be Events of Default under this Agreement:

- (a) The failure of City to make a payment when due under this Agreement (a "Payment Default"); or
- (b) Assignment of this Agreement by City, other than as permitted pursuant to Article Nine or any other action or omission by City that would cause KMEA to be in breach of any provision of the KMEA-SWPA PSC; or
- (c) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; *provided, however*, that if such default cannot

be cured within such 60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(d) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

11.2 Remedies. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity (except as limited in Section 8.2 and Section 11.5, and subject to the provisions of Section 10.4). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

11.3 Suspension of City Entitlement. If City has committed a Payment Default, KMEA may temporarily suspend City's right to receive its City Entitlement and the associated City Percentage of revenues and benefits. Such suspension shall continue until the earlier of (i) City shall have cured such Payment Default, (ii) the City shall have voluntarily transferred its City Entitlement to non-defaulting Participant(s) pursuant to Section 9.2, or (iii) KMEA shall have reduced its purchases under the KMEA-SWPA PSC by an amount equal to the City Entitlement.

11.4 Termination of Participation. If at any time City fails to cure a Payment Default within sixty (60) days after notice of City's non-payment has been provided by KMEA, KMEA may terminate the City's right to its City Entitlement; provided, however, City's obligation to make payments under this Agreement shall not be eliminated or reduced until such time as KMEA is able to reduce its obligations under the KMEA-SWPA PSC or the City shall have voluntarily transferred its City Entitlement to non-defaulting Participant(s) pursuant to Section 9.2. KMEA shall promptly provide notice of any such termination to all Participants.

11.5 No Termination by City. In response to any Event of Default by KMEA, City shall not have the right to terminate this Agreement unless such termination is undertaken pursuant to Section 2.2(b), 2.2(c), or 9.2 of this Agreement.

## **ARTICLE TWELVE: TRANSFER OF CITY ENTITLEMENT FOLLOWING TERMINATION FOR DEFAULT**

In the event of a default by any Participant and termination of such Participant's City Entitlement (plus its entitlement to Peaking Energy and Supplemental Peaking Energy, if any) pursuant to Section 11.4 of its SWPA Project Agreement, the following provisions shall be implemented to reallocate the City Entitlement of the defaulting Participant during the time period from the effective date of termination of the defaulting Participant's SWPA Project Agreement until the earlier of (i) the effective date of a related reduction in the amount of Hydro Peaking Power to be made available to KMEA by a quantity equal to the Federal Power entitlement then applicable to the defaulting Participant (if and when agreed to by SWPA in its sole discretion), or (ii) the termination of this Agreement.

The defaulting Participant's City Entitlement shall be offered to all non-defaulting Participants in the manner described in Section 9.2 above.

In the event that less than all of a defaulting Participant's City Entitlement shall be voluntarily accepted, pursuant to Section 12.2 above, by the non-defaulting Participants, KMEA shall be relieved of any further obligation to attempt to dispose of the remaining part of such defaulting Participant's City Entitlement for the remaining months of KMEA's continued receipt of such defaulting Participant's City Entitlement; however, in such event, KMEA shall transfer pro rata (based upon then-current City Entitlement), to all other Participants which are not in default, the remaining part of such defaulting Participant's City Entitlement until such time as KMEA is able to reduce its purchases of Federal Capacity and Federal Energy pursuant to the KMEA-SWPA PSC in an amount equal to the unclaimed portion of the defaulting Participant's City Entitlement.

Any part of the Hydro Peaking Power and Peaking Energy of a defaulting Participant voluntarily or involuntarily transferred pursuant to this Article Twelve to a non-defaulting Participant shall become a part of, and shall be added to, the City Entitlement of each transferee Participant, and the transferee Participant shall be obligated to pay for its City Entitlement increased as aforesaid, as if the City Entitlement of the transferee Participant, increased as aforesaid, had been stated originally as the City Entitlement of the transferee Participant in its SWPA Project Agreement. Provided, however, that with respect to any involuntary transfer pursuant to Section 12.3, the foregoing shall apply only to the period prior to any reduction of KMEA's purchases of Federal Capacity and Federal Energy pursuant to the KMEA-SWPA PSC in an amount equal to the unclaimed portion of the defaulting Participant's City Entitlement.

A defaulting Participant shall remain liable for all payments required to be made by it under its SWPA Project Agreement, except that the obligation of the defaulting Participant to pay KMEA shall be reduced to the extent that payments

shall be received by KMEA for that part of the defaulting Participant's City Entitlement which is voluntarily transferred to, and voluntarily accepted by, other Participants as provided in Section 12.2 of this Agreement.

#### **ARTICLE THIRTEEN: UNCONTROLLABLE FORCE**

If, for any reason of Uncontrollable Force, either of the Parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this SWPA Project Agreement, other than the obligations of the City to make the payments required under the terms of this SWPA Project Agreement and to increase its City Entitlement as required by Sections 12.2 and 12.3 of this Agreement, then, if such Party shall give notice and the full particulars of such reasons, in writing, to the other Party within a reasonable time after the occurrence of the event or cause specified, the obligation of the Party giving such notice, insofar as it is caused by such Uncontrollable Force, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Under no circumstances shall Uncontrollable Force be a defense to, or in any way affect, the City's obligations either to make payments required by this SWPA Project Agreement or to increase its City Entitlement as required by Sections 12.2 and 12.3 of this Agreement.

#### **ARTICLE FOURTEEN: REPRESENTATIONS AND WARRANTIES**

14.1 KMEA's Representations. KMEA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

- (a) KMEA is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by KMEA of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of KMEA, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of KMEA, threatened action or proceeding affecting KMEA before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMEA's sole continuing covenant with respect to this Section 14.1(d) shall be to take all necessary and reasonable actions to defend the

enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

14.2 City's Representations. City hereby makes the following representations, warranties and covenants to KMEA as of the Effective Date and through the end of the Term:

- (a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) City has received an allocation of Federal hydroelectric power and associated energy pursuant to the terms and conditions of SWPA's Final Power Allocations (1980-1988) 45 F.R. 19032 (1980).
- (c) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.
- (d) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.
- (e) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 14.2(e) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.
- (f) City is and shall remain throughout the term of this Agreement a Member of KMEA.
- (g) City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.
- (h) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue any evidence

of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

(i) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with KMEA, and to keep accurate records and accounts.

(j) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its City Entitlement or any or all of its interests under this Agreement, except upon the approval of KMEA, such approval not to be unreasonably withheld or delayed.

(k) City's electric utility system shall not be made a part of an integrated utility system subsequent to the Effective Date of this Agreement if, in the opinion of a consulting engineer of national reputation selected by KMEA, the revenues of any other utility system(s) to be so integrated would not reasonably be expected to equal or exceed the costs and expenses thereof.

#### **ARTICLE FIFTEEN: CREDITWORTHINESS**

City shall provide such financial information and operating data as KMEA is required to obtain from City under the KMEA-SWPA PSC or any rules or regulations applicable to KMEA related to the SWPA Project.

#### **ARTICLE SIXTEEN: MISCELLANEOUS**

16.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State, without regard to conflicts of law doctrines.

16.2 Jury Trial. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

16.3 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in

the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to KMEA:

Kansas Municipal Energy Agency  
6300 West 95th Street  
Overland Park, KS 66212  
Email: mahlberg@kmea.com

Attention: General Manager

For notice to City:

City of Oberlin, Kansas  
1 Morgan Dr.  
Oberlin, KS 67749

Attention: City Administrator

16.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

16.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16.6 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

16.7 Third-Party Beneficiaries. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

16.8 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

16.9 Headings and Table of Contents. Section headings and the table of contents used in this Agreement (including headings used in any schedules and/or

exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

16.10 Schedules and Exhibits. The schedules and exhibits hereto, together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

16.11 Amendments and Waivers.

(a) Except as expressly provided with respect to updates of Schedules 4.1 and 4.2(c), this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

16.12 Survival. Except for Articles Eight, Ten, and Eleven, and Articles Five and Six (to the extent applicable to obligations arising prior to termination), which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement.

16.13 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Party, all as may be reasonably necessary to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

KANSAS MUNICIPAL ENERGY AGENCY

By: \_\_\_\_\_  
Name: Paul N. Mahlberg  
Title: General Manager  
Dated: \_\_\_\_\_

CITY OF OBERLIN

By: \_\_\_\_\_  
Name:  
Title: Mayor

[SEAL]

Attest: \_\_\_\_\_  
Name:  
Title: City Clerk  
Dated: \_\_\_\_\_

**SCHEDULE 4.1**

<b>City</b>	<b>City Entitlement (kilowatts)</b>	<b>City Percentage</b>
Anthony	300	5.88%
Baldwin City	100	1.96%
Colby	500	9.80%
Garnett	300	5.88%
Herington	300	5.88%
Holton	300	5.88%
Horton	200	3.92%
La Crosse	200	3.92%
Lindsborg	300	5.88%
Neodesha	400	7.84%
Norton	300	5.88%
Oberlin	200	3.92%
Osawatomie	300	5.88%
Ottawa	900	17.64%
Saint Francis	100	1.96%
Sharon Springs	100	1.96%
Wamego	300	5.88%
<b>Total</b>	<b>5,100</b>	<b>100%</b>

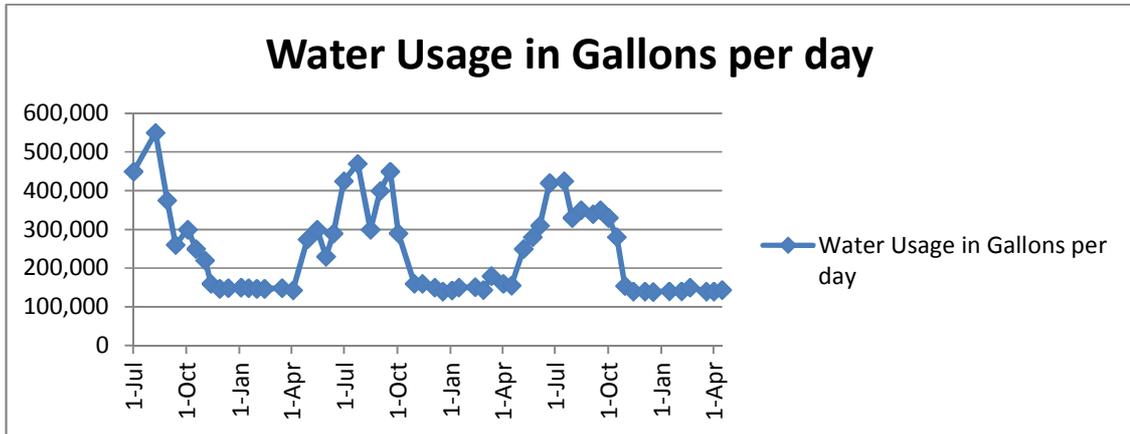
**SCHEDULE 4.2(c)**

<b>City</b>	<b>Additional Entitlement Associated with Harry S. Truman Project(kilowatts)</b>	<b>Total Entitlement (kilowatts)</b>	<b>City Percentage</b>
Anthony	600	900	10.23%
Baldwin City	100	200	2.27%
Colby	400	900	10.23%
Garnett	300	600	6.82%
Herington	100	400	4.55%
Holton	300	600	6.82%
Horton	100	300	3.41%
La Crosse	100	300	3.41%
Lindsborg	100	400	4.55%
Neodesha	200	600	6.82%
Norton	300	600	6.82%
Oberlin	100	300	3.41%
Osawatomie	100	400	4.55%
Ottawa	500	1,400	15.91%
Saint Francis	100	200	2.27%
Sharon Springs	-	100	1.14%
Wamego	300	600	6.82%
<b>Total</b>	<b>3,700</b>	<b>8,800</b>	<b>100%</b>

To: Mayor and Oberlin City Council

From: City Foreman David Sporn

1. The street test strip has been progressing. I had hopes to have it poured with enough time to open it before the council meeting for further discussion, unfortunately I don't believe it will be open.
2. We have scheduled our City Curb Cleanup for April 29<sup>h</sup>. The details will be available in the Oberlin Herald April 16<sup>th</sup> and 23<sup>th</sup>. There are no changes made to the procedure or process.
3. The washed out water main south of town is scheduled to be covered early this week. The county is going to roll dirt to the trench and the city will pack it. After this is complete the road can be opened and the portion of future prevention planning will begin. We have had additional alarms installed after this incidence to alert city employees within a reasonable amount of time of a potential problem.
4. Water Usage:



Questions/Comments?



# OBERLIN POLICE DEPARTMENT

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



## MONTHLY ACTIVITY REPORT TO COUNCIL MONTH OF MARCH, 2019

**CITY COURT: FINES COLLECTED IN MARCH, 2019 - \$4,337.00 -YTD \$15,753.80**

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### CITY COURT CASES FILED

- 1 - SEATBELT
- 14 - MAXIMUM SPEED LIMITS
- 3 - MOTOR VEHICLE LIABILITY INSURANCE
- 3 - ILLEGAL TAGS
- 1 - NO DRIVER'S LICENSE
- 1 - MISDEMEANOR WARRANT ARREST
- 1 - THEFT

### DISTRICT COURT CASES / OTHER FILED

- 1 - FELONY WARRANT ARREST
- 1 - DOMESTIC BATTERY

ANIMAL CONTROL: NONE

CODE ENFORCEMENT: 1 - HEALTH AND WELFARE

Decatur County Chamber Meeting  
March 13, 2019

Members Present: Cynthia, Chris, Carolyn, Shayla, Dayna, Ruth, Lisa, Brad, Jill & Judy Marietta

Meeting was called to order by President Cynthia Haynes

Minutes from last meeting were discussed.

Amend the Prom Fair Committee to add Lisa, Brenda & Cynthia

Motion to accept amended minutes -Chris & Carolyn -Motion carried

Jill gave the financial reports

\$8,361.58 Savings

\$10,800.72 Checking

Old Business:

Discussion on the Bylaws

Committee needed to update bylaws - Cynthia & Carolyn

Need to check with Jill on our Corporate status-Nonprofit has to be filed by April 15th

Lisa reported that the Prom Fair was well attended & we had 9 Vendors

Discussed possibly having it even earlier next year, possibly having Pizza, having it from 4-6, only one Vendor per product allowed next year, possibly charging the vendors \$10-15 & not have door prizes provided by the Vendors use part of entry fee to purchase only a few door prizes.

Administrative Assistance Luncheon was discussed. It will be held at the Landmark on April 24th.

Gary will charge us \$12.95 a plate. Gary's chamber membership will be paid out of this.

Discussion on what to charge

Carolyn moved that we charge \$17 per person, Seconded by Lisa, motion carried

Cynthia has been in contact with Ladd Wendelin about having the Forensics Club be the entertainment. We will give a donation to the Forensics club.

Cynthia will talk to Carrie and see if there is a letter that they used to send to business owners & she will get some sent out ASAP

**NEW BUSINESS:**

Ribbon Cuttings need done for:

Davis Furniture

Bella Rustique Salon & Spa

Oberlin Farm & Supply

R&M Service Center

Inno Native

Prairie Sky Spa

Discussion: Would like to do 3 in one day and do these in 2 days. Carolyn will talk to 3 of them and set up the first ones to be done in April.

Donation Requests:

Judy Marietta (Oberlin American Legion)

Judy said the Legion/Women's Auxiliary will be putting on the Easter Egg Hunt this year and it will be done on April 20th @ 1 pm in the City Park. They are asking for a donation from the Chamber. Judy left the meeting. Discussion: Carolyn made a motion to give them \$25, seconded by Lisa, motion carried

Decatur County Shooting Sports are doing the American flags again this year and asked if we wanted some in the planters again. Discussion: Asked Shayla to discuss at the next EDC meeting about Chamber paying half

& EDC paying for half of one flag and then having the businesses in the BEE building paying for another one.  
Will table till the next meeting

Farm Bureau Coupon Book:

Need more information on this. Last year we gave a coupon for a free individual membership. Discussion. Carolyn made a motion to give a coupon for 1/2 off an individual new membership, seconded by Chris, motion carried.

SW Nebraska Visitors Guide is doing ads again. Last year we did one for \$200 Discussion: Chris made a motion to not do an ad this year since the CVB does one that pretty much covers Oberlin, seconded by Carolyn, motion carried

Discussion on the phone provider -table until the next meeting

Planters on main - table till the next meeting

Shayla left the meeting

Discussion on whether or not to keep paying the EDC \$6,000 for administration fees. (April-April contract with EDC) Money goes towards a storage room and Shaylas pay. Discussion

Carolyn made a motion to pay \$4,000 till the end of the year, then look at renewing a contract at the beginning of the year, seconded by Chris, motion carried. Cynthia will check to see if we have a job description for Shayla.

Shayla returned to the meeting

Membership drive- table till next meeting

Discussion on when to have the meetings

Our next meeting will be on April 10th @ 5 @ the BEE building.

Cynthia called a special meeting to discuss the DAD account Friday (March 15) @ 5 @ BEE building.

Chris will plan a spring ladies shopping day on May 4th (Cinco De Mayo).

Need to discuss upcoming events

Car Show, Craft Fair & etc

The Bargain Box will be having their 25th Anniversary on Oct 1st

With no other business to discuss the meeting was adjourned.

Chamber Special Meeting  
March 15, 2019 @ 5 pm

Present: Kem Bryan, Carolyn Hackney, Heather McDougal, Ruth Meisner, Troy Haas, Chris Hackney, Haley Roberson & Cynthia Haynes

Meeting was called to order by President Cynthia Haynes to discuss DAD account.

Cynthia opened the floor up for discussion on the DAD Account.

Kem expressed concern as to why the DAD account was pulled from the Chamber & a committee was appointed.

Ruth explained that with the possibility of the Chamber folding at the end of last year they didn't want the DAD account to go by the way side too, as too much money is being used through the DAD account. Therefore, at a Chamber meeting a committee was formed consisting of Heather, Ruth & Troy Haas.

Heather explained that they have digital record keeping and that \$75,000 was channeled through the DAD account last year. Records & applications are available at the City & County offices. The application is also available on the city's website.

Cynthia said she would like to bring the Chamber back in to the DAD account and then the chamber appoint a committee for the DAD account. The DAD committee was ok with this idea.

Discussion

Chris made a motion that the Chamber take over the DAD account & the President of the chamber appoint a committee, with the committee providing quarterly & annual reports to the Chamber. Motion was seconded by Carolyn, motion carried.

President Cynthia then appointed Ruth, Heather & Troy to the DAD committee. The committee accepted Cynthia's appointments.

Meeting was adjourned

# Chamber Board Meeting

April 10, 2019

## 1. Attendance

## 2. Financials

Payment to EDC

## 3. Past Events

## 4. Future Events

Executive Assistants Luncheon April 24 Cynthia Haynes

Cinco de Mayo May 4 Chris Hackney

Ribbon Cuttings

Farmers Market food sales possible money maker

Planters Keeley Wilson and 4H Club

List of upcoming events

## 5. Old/New Business under Chamber

Speaker system under canopies grant

Christmas decorations Heather McDougal

DAD Account

Shayla gone from May 20-24 for vacation

Bylaws Cynthia and Carolyn Hackney

Other business???

**Oberlin-Decatur County Economic Development  
Meeting Agenda  
April 15, 2019**

- Attending** Mark Starr, Chairman \_\_\_\_\_; Matt Ostmeyer, Vice-Chairman \_\_\_\_\_; Danielle Wasson, Secretary \_\_\_\_\_; John Sater, Treasurer \_\_\_\_\_; Ken Badsky \_\_\_\_\_; Lisa Votapka \_\_\_\_\_; Jack Kanak \_\_\_\_\_; Shayla Williby, Marketing Director \_\_\_\_\_
- Guest** 1.) Keith Jurey – Veteran’s Housing  
2.) Quinton Cook – Diesel Shop
- Consent Agenda** 3.) Minutes March 18, Meeting  
4.) March Treasurer Report & Financials
- Approval of Expenditures** None
- Old Business** 1.) Dental Update  
2.) USDA Grant Update  
3.) Veterans Housing – John & Shayla  
4.) Bankruptcy Update
- New Business** 1.) Zoning for Downtown Businesses  
2.) Contract for Property Acquisition  
3.) Garman Tarp Building  
4.) BEE Building Rental Rates/Agreement  
5.) Ken Badsky Continuation of Board Membership
- Executive Session** Non-Elect Personnel
- Next Meeting** May 13, 2019 at 5:30 p.m.

Shayla requests to use May 20-24 for vacation