



CITY OF COUNCIL GROVE · 205 UNION STREET · PO BOX 313

COUNCIL GROVE, KS 66846 · 620-767-5417 · COUNCILGROVE.COM

**City Council Agenda
Oct. 5, 2021
5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT PERIOD

Items not already on the agenda may be brought before the Governing Body. Persons must sign in to be eligible. (Three-minute maximum time limit). After three minutes, items will then be voted on to see whether to place the item on the next agenda.

CONSENT AGENDA:

- Minutes from the Previous meeting: Pages 2 – 4
- Appropriations:
- Lake Cabin Transfer: E-21 Pages 5 - 22

| Motion: | Seconded: | Action: | Abstention: | Este. Cost: | Appd. | Cost: |
|---------|-----------|---------|-------------|-------------|-------|-------|
|---------|-----------|---------|-------------|-------------|-------|-------|

OLD BUSINESS:

| Motion: | Seconded: | Action: | Abstention: | Este. Cost: | Appd. | Cost: |
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- North Riverwalk Extension Update:

| Motion: | Seconded: | Action: | Abstention: | Este. Cost: | Appd. | Cost: |
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NEW BUSINESS:

- Viking Industrial Painting – Rick Pinner – Water Tower Pages 23 – 34

| Motion: | Seconded: | Action: | Abstention: | Este. Cost: | Appd. | Cost: |
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- Swab Eaton Addendum – Preliminary Engineering Report – City Lake Pages 35

| Motion: | Seconded: | Action: | Abstention: | Este. Cost: | Appd. | Cost: |
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- Executive Session – City Lake

| Motion: | Seconded: | Action: | Abstention: | Este. Cost: | Appd. | Cost: |
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Governing Body Comments:

Adjournment:

City Council Meeting Minutes
September 21, 2021

WELCOME AND CALL TO ORDER

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Keith Wessel, Mark Berner, Sharon Haun, Larry Siegrist, City Administrator Nick Jones, and City Attorney Bill Halvorsen were also present. Others attending were Mindy Andres, Marcus Hernandez, Larry Fisher, Beth Watts, Cindy Jensen, Lindsay Gant, Stephen McKnight. Councilperson Mark Brooks was absent.

PUBLIC COMMENT PERIOD I

Beth Watts and Lindsay Gant presented an ideal for a “pop-up” dog park to gauge community interest in having a permanent dog park. City Administrator Nick Jones said that he would need to check into issues with insurance and covering a “pop-up” dog park sense it is not the City that is doing it but located on city property. Mrs. Watts and Mrs. Gant requested the use of the fencing used for events and the city crews set them up and take them down after the event, along with doggy bags for waste, benches, and trash cans. Two locations were suggested were Neosho Riverwalk Park and Fairgrounds Park next to the Aquatic Center. The other location that was brought up was Becker Park as a possible location for the “pop-up” dog park. No motion was made, but barring issues with insurance the Council did not have a problem with possible having a “pop-up” dog park.

CONSENT AGENDA

Councilperson Mark Berner made a motion to approve the Consent Agenda as presented in the packet. Councilperson Jason Booker seconded the motion. Motion Carried 4 – 0 with 1 abstention Larry Siegrist. The consent agenda consisted of:

- Sept 5, 2021, Minutes
- Sept 5, 2021, to Current Appropriations.
- Cabin Transfer: N/A

OLD BUSINESS

- **North Riverwalk Extension – Update:**
City Administrator Nick Jones reported that the new light pole that was hit by one of the sub-contractors will arrive on the 28th and that S & J Electric will install the pole and rewire the lights poles for LED lights soon after.

NEW BUSINESS

- **City Audit – Cindy Jensen:**
Cindy Jensen the City Auditor presented the 2020 city audit to the City Council. Mrs. Jensen reported the things are headed in the right direction and that she had a much easier time getting documents and completing the audit. Mrs. Jensen went through the various departments and line items noting that the city sales tax had done well in 2020.
- **Police and Fire Committee Recommendation: Appointment of Markese Godley**
Mayor Debi Schwartdfeger read the recommendation for the Police and Fire Committee to hire Markese Godley as a Class B Officer at a payrate of \$16.50 per hour with a 6 – month probationary period. The appointment is contingent on passing a drug test, physical, background check, and psychological examination. Mayor Schwartdfeger asked for a motion to approve the recommendation. A motion was made by Councilperson

Sharon Haun to approve the appointment of Markese Godley. The motion was seconded by Councilperson Mark Berner. Motion Carried 5 – 0

- **Police and Fire Committee Recommendation: Council Grove Fire Department Gear**
 City Administrator Nick Jones presented a recommendation from the Police and Fire Committee to the City Council to purchase Structural PPE, Wildland PPE, and Bunker Coat name tags in the amount of \$14,782 for the Council Grove Fire Department. City Administrator Jones noted that the current gear is at the end of its life or getting close to being outdated. After discussion Councilperson Jason Booker made a motion to approve the recommendation from the Police and Fire Committee to purchase gear for the Council Grove Fire Department to come out of equipment reserve. The motion was seconded by Councilperson Mark Berner. Motion Carried 5 – 0
- **TCW Camera Proposal – Riverwalk Park**
 City Administrator Nick Jones presented a proposal from Tri County Wireless (TCW) to purchase and install camera equipment at the Riverwalk Park in the amount of \$6,359.81. City Administrator Jones noted that there have been several issues with vandalism at the Riverwalk Park and a camera system would limit activity after hours at the park, while also providing video in the event there is more vandalism. After discussion Councilperson Mark Berner made a motion to approve the proposal from TCW in the amount of \$6,359.81 to come from Infrastructure. The motion was seconded by Councilperson Keith Wessel. Motion Carried 5 – 0
- **Executive Session – City Lake**
 Councilperson Keith Wessel made a motion to go into executive session concerning the City Lake, which include the City Council, Mayor, City Attorney, and City Administrator for 15 minutes. The motion was seconded by Councilperson Sharon Haun. Motion Carried 5- 0. On returning to the Council meeting no action was taken.

GOVERNING BODY COMMENTS

- **Councilperson Jason Booker** – asked about progress on Scenic Byway radio system. City Administrator Jones said he has been in contact with Ken Klamm who is working with the REA to install the system at their location.
- **Councilperson Mark Berner** – said that the Santa Fe Trail committee did a great job. Councilperson Berner also inquire about the 20mph sign next the courthouse. City Administrator Jones said that Police Chief Wangerin was waiting to hear back from KDOT.
- **Councilperson Keith Wessel** – said the Santa Fe Trail Committee did a fantastic job.
- **Councilperson Mark Brooks** – on Sunday the 19th Faith on the Trail service on the ruts.
- **Councilperson Larry Siegrist** – N/A
- **Councilperson Sharon Haun** – Thanked the Council for what was said about the Santa Fe Trail Committee. Thanked the City for their efforts for the Voices of the Wind Pageant.
- **City Attorney Bill Halvorsen** – N/A

Application for Cabin Site Transfer
COUNCIL GROVE CITY LAKE

Site Number: E-21 Date: _____, 2021

Name of Transferee: Michael B. + Brook K Woodward
Jurbs

Address: 1020 N. Mill Point Circle

City: Manhattan State KS Zip Code 66505-9838

Telephone Number: 785/317-4437

Name of Transferor: Russell D. Herr, JR

=====
OFFICE USE ONLY BELOW THIS LINE
=====

Septic tank checked: August 26th, 2021

The above application is approved:

this 29th day of September, 2021

Signed James Mast
Building Inspector

ately fill in date, site number, sign and return to City of Council Grove, P.O. Box 313, Kansas 66846, or deliver to City Hall at 205 N Union Street, Council Grove.

GROUND LEASE AGREEMENT

(Modified and Effective October 2, 2018)

This lease pertains to a building on leased ground, pursuant to K.S.A. 79-412.

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 22nd day of September 2021, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Michael B. + Brook K Woodward, JWROS, hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder

as joint tenants and not as tenants in common, ~~_____~~

as tenants in common. (check the desired box; only one can apply.)

WHEREAS, the City is the owner of the real estate described within the Final Plat, Council Grove Lake Park, an addition to Morris County, Kansas, also referred to herein as the Council Grove City Lake Park, and;

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section E., Lot E - 21, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

WHEREAS, the City desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from the City; and,

WHEREAS, the Council Grove City Lake Association (the "CGCLA") is a Kansas not for profit corporation formed for the purpose of representing the interests of the residents of the Council Grove City Lake Park; and,

WHEREAS, the parties hereto recognize the CGCLA as an official representative of the leaseholders at the Council Grove City Lake Park for the purposes set forth herein, provided that the membership includes the majority of all leaseholders.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties here to do agree as follows:

1. **USE OF PREMISES:** The Leased Premises are only to be used for the construction and use of a residential building designed as a single family living unit along with the normal appurtenances associated therewith.

2. **DEMISE:**

a. The City does hereby lease to the Lessee, and Lessee does hereby accept from the City, subject to the

terms and conditions set forth herein, the Leased Premises.

b. The actual boundaries of the Leased Premises have been previously established and are as set forth in Final Plat, Council Lake Park, to Morris County, Kansas, which is of record at the Morris County Register of Deeds office.

c. As a part of the grant of the Leased Premises, if Leased Premises abut the Council Grove City Lake, the Lessee is hereby granted access, to and from the Leased Premises to the Council Grove City Lake.

3. **MODIFICATION OF THIS LEASE:** Other than the term of this lease as set forth in paragraph 4 and modification of rent as set forth in paragraph 5, the City may, if reasonably necessary, with consultation with the CGCLA, modify terms and conditions of the Lease and the Lessee agrees to be bound by any such modification.

4. **TERM:** The term of this Lease shall expire on December 31, 2041, regardless of its commencement date. Provided, however, this Lease, upon its expiration, shall automatically renew for a period of thirty years, and shall continue to renew for successive terms of thirty years perpetually. Notwithstanding the perpetual nature of this Lease, nothing herein shall be construed as divesting Lessor of legal title to the Leased Premises.

5. **RENT:** The Lessee agrees to pay the City rental for this Lease as follows:

a. For the year 2012, the sum of \$1,000.00; for the year of 2013, the sum of \$1,100.00; and for the year of 2014 the sum of \$1,200.00 per year. Said rental amount has been determined based upon the historical expenses (the "Expenses") incurred by the City, related to the Council Grove City Lake Park, and for matters that directly and specifically benefit the Residential Lots, such as, security, road repair and maintenance, maintenance to common areas, equipment costs, caretaker salary and that portion of general services apportioned to such purposes. It is estimated the recent annual cost of such historical expenses has been approximately \$261,000.00, which has resulted in the established rent. The rent for all subsequent three year periods shall remain at an amount equal to the third year amount of the preceding three year period, unless adjusted as set forth hereinafter.

b. Subject to the provisions of subparagraph (c), in the event there is a significant increase in the Expenses, or if there are other factors that occur which reasonably and in good faith should require an increase in rent, the City may, within reason and good faith, require an adjustment of the rent for the second three year period of the Lease and may also require adjustments to the rent for any three year period thereafter under the same factors and requirements. Prior to implementing any adjustment, the City shall notify Lessee, and also the CGCLA, of its intention to modify the rent, and the proposed new annual rental amount. Such notice shall be delivered, in writing at least 180 days prior to the end of the current three year period of the Lease. Such notice shall include the basis of the proposed increase which shall include:

1. The actual annual itemized Expenses for the period commencing January 1 and ending December 31, every year the Lease is effective.
2. Calculated average of the annual Expenses applicable to such period and a comparison of that average to the average annual Expenses during the period when the current Rent was established.
3. An itemization of all other factors which the City relies upon to justify the modification.

The proposed modified rent shall go into effect on January 1 of the year following the notice. The CGCLA may request to negotiate the proposed amount, provided they do so within sixty (60) days of receipt of the notice, in writing, to the City Clerk. Upon such request the City and CGCLA shall enter into good faith negotiations to establish a fair and equitable annual rental amount by forming a committee of three lake leaseholders, appointed by the CGCLA, three City Council members, appointed by the City Council, one representative from Ward 1, Ward 2, and Ward 3 who are not lake leaseholders, appointed by the City Council and three Council Grove business people who are not lake leaseholders, appointed by the City Council. During such negotiations the factors set forth above shall provide the criteria upon which the Committee shall base its recommendation. The Committee shall recommend a fair and equitable rent to the City Council and the City Council shall thereafter reasonably and in good faith establish a rental amount, however the City Council shall not be bound to follow the committee's recommendation. Written notice of the new Rent shall be provided to Lessee and shall become effective on January 1 of the year following such notice.

c. The City shall only be entitled to modify the Rent, as set forth in subparagraph (b), if, from the commencement of the current three year period until the notification of the modified Rent, the City has:

1. Provided the CGCLA with accurate annual itemizations of both Expenses and Rental Revenue generated by the Residential Lots; and,
2. After the first year, set aside 10% of the Revenue in a special fund designated for use only as capital improvements at the Council Grove City Lake Park. Expenditures from this fund shall be reviewed and recommended by a committee established for such purpose and including representatives from the CGCLA. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the Committee's recommendation.
3. Beginning in 2014, 10% of the 10% referred to in Paragraph 5c2 above, shall be set aside by the City for a capital improvement fund to be held as a contingency fund for future major projects mutually agreed upon by the CGCLA Board of Directors and the City Council.

d. Rental payments shall be made to the Office of the City Clerk of the City. The Lessee has an option to pay one-half of a given year's rent on or before January 15 of that year and the second half on or before July 15 of that year. If at least one-half of the rent is not paid by February 15 of each year then the entire year's rent will be immediately due and payable, plus a late payment penalty in the amount of \$75.00. If the lessee makes timely payment of the first half rent, but does not make the second half payment by July 15, a \$75.00 late payment fee shall be due to Lessor. If Lessee fails to make the rental payments required hereunder, the amount due shall accrue interest at the rate of 5% per annum from and after such date, and may be collected by the City under terms of the default provisions set forth hereinafter. The City shall have a first and prior lien on the Leased Premises for all Rent due hereunder.

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

a. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all buildings and improvements on the premises, as security for any indebtedness of Lessee, however such encumbrance shall be subject to the obligations of the Lessee to the City as set forth herein. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved

in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease.

b. If Lessee shall encumber its leasehold interest in the Leased Premises, the Lessee or the holder of the indebtedness secured by the encumbrance, shall give written notice to the City of the existence of the encumbrance. The notice shall state the name, address and telephone number of the holder of the indebtedness. The holder of the indebtedness may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

c. Lessee may sell, transfer, assign, gift, devise by will or other instrument, its interest in this Lease, but only with prior approval of the Lessor. The transferee of any lease must sign a lease with the City and pay a transfer fee prior to approval of the transfer. The transferor must be in full compliance with City requirements before the transfer is approved. In addition, Lessee's interest in this Lease shall pass by the laws of intestate succession and descent and distribution, pursuant to the laws of the state of Kansas.

7. LIENS:

a. Lessee shall keep all and every part of the Leased Premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics, material suppliers, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify Lessor and all of the Leased Premises and all buildings and improvements on the Leased Premises from and against any and all such liens and claims of liens and suits, including reasonable attorney fees, or other proceedings pertaining to the premises.

b. Lessor does not consent to any such lien attaching to the Leased Premises. In the event of a breach of this section by Lessee, Lessor shall have the rights and remedies set forth in the section on Default hereinafter.

8. TAXES AND ASSESSMENTS:

a. **IMPROVEMENTS TAXES.** As long as the county assesses taxes against the improvements separately from the real estate, Lessee shall be obligated to pay, when due, all taxes assessed against the improvements placed upon the Leased Premises. Lessee shall hold Lessor harmless from all such taxes. In the event Lessor, as owner of the land, shall receive notice of taxes due on the improvements, Lessor shall promptly notify Lessee of such notice within a time, and in a manner, allowing Lessee to make the payments, when due.

b. **TAXES IMPOSED ONLY UPON THE LAND.** Beginning with the year 2017, with the platting of the lots within the Council Grove City Lake Park, the County is assessing each lot therein separately. However, because the City is the owner of all of said lots, the Valuation Notice, as well as the statement

for taxes due, for all of said lots is provided only to the City. Therefore, the City shall, within ten (10) business days after receipt of the Valuation Notice, the statement for taxes due, or any other communication related to the taxes upon the land, mail a copy of such via first class mail to the Primary Lessee. It shall be the Lessee's responsibility to make sure they obtain the tax statement within a time frame necessary to pay the taxes in a timely manner. It shall be Lessee's obligation to pay all taxes due from the City, and related to the Leased Premises. Lessee shall pay such taxes in one of two methods, depending upon how the County will accept such payments. Under the first method, beginning in 2018 and continuing each year thereafter as long as the County will accept this method, Lessee shall make such payment directly to the County, on or before the due date set forth in the County's statement to the City. Lessee may pay such taxes in the same manner as the City could make such payment, i.e., Lessee may pay one-half of said taxes on, or before, the due date in December, and one-half of said taxes on, or before, the due date in May. If Lessee fails to make any such payment when due, the City may make such payment and recover such amounts, plus penalties, interest and attorney fees from Lessee, pursuant to Section 12 of this Lease. Under the second method, if, and when, the county has indicated that the tax payment must be made by the City the Lessee shall be obligated to pay, in full, to Lessor, within thirty days after the City gives notice of such amount being due, all taxes on the leasehold real estate which are assessed to the Lessor, as set forth on the tax statement, and the Lessor shall use such payment to pay the taxes due on the land within the time frames required. Provided, however, in the event the due date of such taxes is less than thirty days after the City gives notice of such amount, Lessor shall make such payment at least ten (10) days prior to their due date, as long as the City has provided such notice at least fifteen (15) days prior to the due date. If the City fails to provide such notice at least fifteen (15) days prior to the due date, Lessor shall make such payment within five (5) days after receipt of the notice. (The payments made by Lessee, as set forth in the preceding sentence, shall only be made to Lessor. The Lessee shall not make such payments directly to the County.) It shall be the City's obligation to determine how the county will accept the tax payment, and to notify Lessee of which method is applicable if that method has changed from the previous year, at the time the City provides notice of the amount due. Under the first method, Lessee shall have full authority to pay any, or all, of such taxes under protest, and Lessee may do so in the name of the City, to the extent any such taxes are technically the city's responsibility. Under the second method, in the event directed to do so by the Lessee, or their agent(s), the City shall pay such taxes under protest; however, the City shall only be obligated to do so if the Lessee has fulfilled their obligations to make the payment required hereunder. Lessee shall be responsible for any penalties and interest incurred by reason of their failure to pay any taxes when due. Since the Lessee is responsible hereunder for all taxes imposed upon the land, the City hereby authorizes the Lessee, or the Lessee's authorized agent(s), including but not limited to the CGCLA, to appeal the Valuation or classification of their lot, as well as any taxes imposed thereon, on behalf of and in the name of the City, without any further action of the City authorizing such appeal. The Lessee and/or their authorized agent shall have full authority, and responsibility, for filing the appeal and paying all fees and costs associated therewith and shall hold the City harmless from any obligations related thereto. The City shall have no responsibility to pursue any such appeal; however, the City agrees to cooperate, in good faith, with the Lessee, or their authorized agent(s), in their pursuit of any such appeal. The rights to appeal granted herein shall include the right to pursue such appeal throughout the statutory process, including any judicial review.

c. In the unlikely event the taxing authority does not itemize taxes by leasehold, and the Lessor only receives a tax bill for the total amount due at the Lake Park, such taxes shall be distributed 1/350 to each of the 350 leasehold lots.

d. Any assessments made by the county or other taxing authority, made by reason of the use of the premises by Lessee shall be reimbursed by Lessee within thirty (30) days after the City gives notice of such amount being due.

e. In the event the CGCLA pursues an appeal pursuant to the authority granted herein, CGCLA agrees to indemnify, and hold harmless, the Lessor from any claims of leaseholders arising from such appeal, except to the extent such claims arise from the actions or omissions of the Lessor.

9. **NO MANAGEMENT AUTHORITY:** No Lessee may individually, nor acting on behalf of any organization or entity, at any time represent that they have authority over the management or maintenance of the Council Grove City Lake Park.

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

a. All construction, repair and maintenance of any improvement upon the Leased Premises shall comply with the duly adopted Building Codes of the City, in effect at the time of such construction, repair and maintenance, the same as though the Leased Premises were located within the corporate limits of the City. Lessee shall be required to obtain any permit, and pay any fee, associated with such construction, repair and maintenance as though the Leased Premises were located within the corporate limits of the City.

b. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the Leased Premises, and all appurtenances to the Leased Premises, in good, sanitary, and neat order, condition and repair, and except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

c. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Leased Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction or remove such building or improvement & restore property to a clean condition.

d. In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of damage or destruction to improvements on the Leased Premises, to an extent that they are no longer useable by Lessee, Lessee may elect to terminate this Lease by written notice to Lessor; however, such termination shall not be effective until Lessee shall have either removed all of the improvements from the Leased Premises, and restored the property to a clean, sanitary and safe condition, or if Lessor at its sole discretion has waived in writing such action by Lessee.

e. The Lessor does not contemplate black-topping or hard-surfacing any of the roads at the Council Grove City Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition for hard-surfacing of roads serving that section, the Lessor shall have the right to make a special assessment against the leaseholders receiving the benefit of such improvements. Such assessment shall be on a "per lot" basis, or any other means the Lessor deems appropriate and payment of that special assessment is in addition to any other obligations herein.

f. The Lessor does not contemplate making any improvements for a sewage disposal system in the Council Grove Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition the Lessor for such a sewage disposal system, then the Lessor shall have the right to make a special assessment upon the leaseholders for payment for any and all costs and expenses for such system. Such special assessments shall be based upon a "per lot" basis or any other manner as the Lessor deems appropriate, and shall be in addition to any other obligations set forth herein.

11. UTILITIES: Lessee shall fully and promptly pay all monthly service charges for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the leased premises throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the leased premises and all activities conducted on the Leased Premises, and Lessor shall have no responsibility of any kind for any such costs and expenses.

12. DEFAULT:

a. Lessee shall be in default under the terms of this Lease if he/she/it shall fail to comply with any provision hereunder, and such failure continues for a period of sixty (60) days after Lessor has provided notice of such default, in writing. Such notice, on the part of Lessor, shall provide Lessee with a description of the default, the actions necessary to remedy the default, and shall allow the Lessee sixty (60) days within which to correct the default.

b. Except for a default by Lessee regarding the payment of rent under Section 5, or reimbursement of taxes and assessments under Section 8, Lessor shall have the right, upon the expiration of sixty (60) days following delivery of the notice set forth above, to either proceed to remedy the default itself and to assess the cost of such action against the Lessee, or bring an injunctive action, requesting a court of competent jurisdiction to order the Lessee to correct the default. In the event Lessor takes action, it shall be entitled to recover its actual costs, including reasonable attorney fees, plus an administrative fee of five percent of those costs. The administrative fee shall not exceed \$500.00. The costs and administrative fee imposed by the Lessor shall be billed to the Lessee and if not paid within thirty (30) days of such billing, Lessor shall be entitled to file notice of such costs with the Morris County Register of Deeds and such shall become a lien on the Leased Premises. If Lessor elects to bring an injunctive action to enforce the provisions hereunder, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.

c. If Lessee is in default for failure to pay rent, or other fees, pursuant to Section 5, or reimbursement of taxes and assessments under Section 8, upon expiration of sixty (60) days following delivery of the notice set forth above, Lessor shall be entitled to bring an action in a court of competent jurisdiction to recover such amounts and to also foreclose its first and prior lien on the Leased Premises, and shall be entitled to recover its costs, including reasonable attorney fees.

13. QUIET ENJOYMENT/LESSORS RIGHT OF ENTRY: Lessor covenants that Lessor is seized of the Leased Premises, in fee simple, and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the leased premises and improvements during the term of this Lease. Lessee shall permit Lessor and the agents and employees of Lessor to enter upon the unimproved portion of the leased premises at any time. Lessor and the agents and employees of the

Lessor may enter improvements at all reasonable times, with prior reasonable notice to the Lessee, for the purpose of inspecting the leased premises and improvements, inspecting for compliance with this Lease and any ordinances, or for the purpose of posting any notices.

14. SPECIAL OBLIGATIONS OF THE CITY:

a. The city shall maintain all main roads within the Council Grove City Lake subdivision in order to provide the Leased Premises with access to public right-of-ways, consistent with the policy used within the City limits.

b. The City agrees to work with CGCLA and any leaseholders to establish an Advisory Committee to the City Council on matters pertaining to the City Lake Park.

c. The City shall maintain the Park, including the lake, and its supporting infrastructure, in compliance with all applicable statutes, laws, rules and regulations. However nothing herein shall require the maintenance of the infrastructure which would be contrary to the best interest of the City.

d. The Lake is the primary water source for the City and the City shall have the right to impose such ordinances, rules and regulations as it deems necessary to protect the water supply.

e. The City agrees to compile and make public a semi-annual accounting of all revenues generated by, and expenses incurred for, the Council Grove City Lake Park. After the first year, the City further agrees to set aside and reserve 10% of the lease rent fee to be placed in a special Capital Improvement Fund to help finance improvements at the Council Grove City Lake Park that provide benefit to the Lessees and public access facilities. A committee, including representatives of CGCLA, shall be established for the purpose of reviewing and recommending expenditures from this fund. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the committee's recommendations.

f. Notice of any new ordinances enacted by the Lessor applicable to the Council Grove City Lake Park shall be sent, at the end of each calendar year to the Lessee.

15. SPECIAL OBLIGATIONS OF THE LESSEE:

a. Lessee shall not do, or permit, anything upon the leased premises that will jeopardize the water supply of the City.

b. This Lease does not, and is not intended to, contain all matters regarding the Lake Park and each leasehold. Lessee shall obtain, read and comply with all applicable laws, statutes, ordinances, rules and regulations regarding the use of the Leased Premises.

c. Lessee shall not use the premises so as to constitute a nuisance.

d. Lessee shall be responsible for removal of garbage, rubbish, other waste and waste disposal from the Leased Premises, at Lessee's expense.

e. Chemicals may only be used on leased premises with a Chemical Permit as set forth by city ordinance.

f. On all cabins, homes, residences or dwellings located upon the lease site, there shall be displayed, clearly visible to the public, both the section number and lot number. The letters shall be at least three (3) inches in size.

g. Nothing in this Lease shall be deemed to lease any tenant any surface water nor does it permit any Tenant to pump water out of the lake for any use without the approval of the City Council.

h. Lessee may not make any new roads or ways of access to any leasehold in, upon or across the Lake Park or any part thereof.

i. Before any building or improvement is placed upon the leasehold, the Lessee shall submit to the Lessor an application in writing setting forth a description of the outside dimensions of the building or improvement, the material to be used, the type of construction, and whether the same is new material or used material and such other information as may be requested by the Lessor.

16. EMINENT DOMAIN: In the event all, or any significant portion, of the Leased Premises is taken by an entity, using the entity's power of eminent domain, this Lease shall terminate. In such event, the parties hereto shall each be entitled to make claim against the condemning authority for the amount of any damages they have sustained as a result of such taking.

17. VOLUNTARY SURRENDER: Lessee, at any time during the term of this Lease, as long as Lessee is not in default of any provision hereunder, may voluntarily surrender its rights hereunder to Lessor, and upon doing so this Lease shall terminate, and both parties shall be released from the terms hereof. In order to voluntarily surrender its rights, Lessee shall notify Lessor of its intention to do so, in writing, and shall also file such notice with the Morris County Register of Deeds. Lessor shall have 60 days, from the date the notice is filed with the Register of Deeds, within which to either deny or accept such voluntary surrender, or to notify Lessee of any existing defaults that must be corrected by Lessee before such is acceptable. If Lessor fails to notify Lessee of any such defaults within such time, Lessor shall have been deemed to accept the voluntary surrender on the date the notice was filed with the Register of Deeds. If Lessor notifies Lessee of defaults to be corrected, such notice shall also be filed with the Register of Deeds. In the event Lessor notifies Lessee of defaults to be corrected, this Lease shall not terminate until such defaults are corrected and both parties have filed a consent to terminate the Lease with the Register of Deeds.

18. RIGHT OF FIRST REFUSAL: If at any time during the term of this Lease, Lessor shall receive from any third party a bona fide offer to purchase an individual leasehold the property to which this Lease is subject at a price and on terms acceptable to Lessor, Lessor shall give written notice of the price and terms to Lessee, and Lessee shall have thirty (30) days thereafter in which to execute a written agreement with Lessor for the purchase of such property at that price and on those terms. If Lessor shall so notify Lessee and Lessee shall fail to execute such agreement within the 30 day period, Lessor shall thereafter be free to sell the Property to the third party making the offer on the same terms and conditions set forth in the offer, subject to the terms of this Lease. Nothing herein shall be construed to require a right of first refusal if the Lake real estate is being sold in its entirety.

19. **REGISTER OF DEEDS:** As soon as practical after the execution of this Lease, the parties shall cooperate in its filing with the Morris County Register of Deeds. Lessee shall be responsible for all costs associated with such filing.

20. **NOTICES:** Any notices given by the Lessor to the Lessee will be given to the Primary Leaseholder designated herein at the address to which such Primary Leaseholder authorizes notice until such time, if any, the Primary Leaseholder authorizes a change in such by notice in writing. Any notices to the Lessor shall be given to the City Clerk at the Office of the City clerk of the City of Council Grove, Kansas. Notices or other communication pursuant to this lease shall be given by first class mail, postage prepaid, to:

the City: City of Council Grove
Attn: City Clerk
P.O. Box 313
Council Grove, KS 66846

Primary Lessee: Michael B. Woodward
1020 N. Mill Point Circle
Manhattan, KS 66503-9838

21. **GENERAL TERMS:**

a. **NO WAIVER:** The waiver of either party, or the failure to take action by that party, with the respect to any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition contained in this Lease, nor will it bar enforcement of any term.

b. **BINDING:** The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

c. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

d. **PARAGRAPH HEADINGS:** Paragraph headings are for convenience only and are not to be used in construing this agreement.

e. **GOVERNING LAW:** This Lease is entered into, and shall be governed by, the laws of the State of Kansas.

f. **ENTIRE AGREEMENT:** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any prior written leases, whether oral or written, between the parties hereto, regarding the Leased Premises are hereby deemed to be null and void.

g. MODIFICATION: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. This provision shall not apply to modifications of this Lease pursuant to paragraph 3 hereof.

IN WITNESS WHEREOF, the parties have set their hands the date set forth above.

CITY OF COUNCIL GROVE, KANSAS

By:
Mayor _____

ATTEST:

City Clerk

LESSEE:

MBW

Primary Leaseholder

[Signature]

Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

1020 N. Mill Point Circle

Manhattan, KS 66503-9838

The 911 Mailing address for this Leasehold address is as follows:

118 Flint Hills Loop

Council Grove, KS 66846

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, I/we the undersigned Grantor(s), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations do, at the time of closing of the contract between the two parties, I/we do GRANT, SELL, TRANSFER AND DELIVER unto Michael B. and Brook K. Woodward, JWROS

~~and/or his/her heirs, executors, administrators, and assigns, hereinafter referred to as Grantee(s), the following existing goods and chattels, to wit: 2002 Skyline Limited 28x44 MH -Serial # 2N51-0121-P A & B with stove, refrigerator and micro wave, misc. furniture.~~

~~Lake home and related improvements located in Final Plat, Council Grove Lake Park, Section E Lot E - 21, to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, lake home, dock, boathouse and contents thereof, as well as the assignment of all of the grantors' rights under a Lease Agreement with the City of Council Grove.~~

TO HAVE AND TO HOLD, all and singular, the said goods and chattels forever; And the said grantor hereby covenants with said grantee(s) that he/she/they are the lawful owner(s) of said goods and chattels; that they are free from all liens and encumbrances; that he/she/they have good right to sell the same as aforesaid, and that he/she/they will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands this 21st day of August, 20 21 .

Russell D. Hern, Jr.

STATE OF Kansas, Morris COUNTY, ss.

BE IT REMEMBERED, That on this 21st day of August, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Russell D. Hern, Jr.

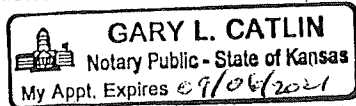
who are/is personally known to me to be the same person(s) who executed the foregoing bill of sale, and such person(s) duly acknowledged the execution of the same.

IN TESTIMONY THEROF, I have hereunto set my hand and affixed my notary seal on the day and year last above written.



www.CGLakeside.net

Gary L. Catlin
Notary Public



CERTIFICATION OF DEATH RECORD

CITY OF BELVIDERE CITY CLERKS OFFICE BELVIDERE, ILLINOIS MEDICAL CERTIFICATE OF DEATH

STATE FILE NUMBER 2015 0068420

DATE ISSUED 9/1/2015

| | | | | |
|--|---------------------------------------|---|---|--|
| DECEDENT'S LEGAL NAME PHYLLIS F HERN | | SEX FEMALE | DATE OF DEATH AUGUST 29, 2015 | |
| COUNTRY OF DEATH BOONE | AGE AT LAST BIRTHDAY 73 YEARS | DATE OF BIRTH AUGUST 31, 1941 | | |
| CITY OR TOWN POPLAR GROVE | | HOSPITAL OR OTHER INSTITUTION NAME 158 COLUMBIA STREET NORTHWEST | | |
| PLACE OF DEATH DECEDENT'S HOME | | | | |
| BIRTHPLACE FORT RILEY CAMP WHITESIDE, KS | SOCIAL SECURITY NUMBER 513-42-2700 | STATUS AT TIME OF DEATH MARRIED | SURVIVING SPOUSE/CIVIL UNION PARTNER'S MAIDEN NAME RUSSELL HERN | EVER IN U.S. ARMED FORCES? NO |
| RESIDENCE 158 COLUMBIA STREET NORTHWEST | | APT. NO. | CITY OR TOWN POPLAR GROVE | INSIDE CITY LIMITS? NO |
| COUNTY BOONE | STATE IL | ZIP CODE 61065 | FATHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION WILLARD CHILDRES | MOTHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION ELZADA GOAD |
| INFORMANT'S NAME RUSSELL HERN | | RELATIONSHIP HUSBAND | MAILING ADDRESS 158 COLUMBIA STREET NORTHWEST, POPLAR GROVE, IL, 61065 | |
| METHOD OF DISPOSITION CREMATION | | PLACE OF DISPOSITION FITZGERALD FUNERAL HOME AND CREMATORY | LOCATION - CITY OR TOWN AND STATE ROCKFORD, IL | DATE OF DISPOSITION SEPTEMBER 02, 2015 |
| FUNERAL HOME FITZGERALD FUNERAL HOME, 1860 SOUTH MULFORD ROAD, ROCKFORD, IL, 61108 | | | | |
| FUNERAL DIRECTOR'S NAME TARA C. TAYLOR | | FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER 034016725 | | |
| LOCAL REGISTRAR'S NAME SHAUNA DENISE ARCO | | DATE FILED WITH LOCAL REGISTRAR SEPTEMBER 1, 2015 | | |
| CAUSE OF DEATH - PART I | | ADENOID CYSTIC CARCINOMA | | |
| IMMEDIATE CAUSE (Final disease or condition resulting in death) | | Due to (or as a consequence of): | | |
| | | CORD COMPRESSION | | |
| | | Due to (or as a consequence of): | | |
| | | Due to (or as a consequence of): | | |
| | | Due to (or as a consequence of): | | |
| PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I. | | WAS AN AUTOPSY PERFORMED? NO | | |
| | | WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? N/A | | |
| FEMALE PREGNANCY STATUS NOT PREGNANT WITHIN LAST YEAR | | MANNER OF DEATH NATURAL | | |
| DATE OF INJURY | TIME OF INJURY | PLACE OF INJURY | INJURY AT WORK? | |
| LOCATION OF INJURY | | | | |
| DESCRIBE HOW INJURY OCCURRED: | | | IF TRANSPORTATION INJURY, SPECIFY: | |
| ATTEND THE DECEASED? YES | DATE LAST SEEN ALIVE JULY 21, 2015 | WAS MEDICAL EXAMINER OR CORONER CONTACTED? YES | DATE PRONOUNCED: | TIME OF DEATH 01:20 AM |
| CERTIFIER PHYSICIAN | | | DATE CERTIFIED: SEPTEMBER 01, 2015 | |
| NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH AJAZ KHAN, 5666 EAST STATE STREET, ROCKFORD, ILLINOIS, 61108 | | | PHYSICIAN'S LICENSE NUMBER 036122000 | |

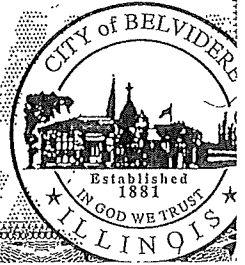
APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH

4 YEARS

1 MONTHS

This is to certify that this is a true and correct copy from the official death record filed with the Illinois Department of Public Health.

Shauna D. Arco
Shauna D. Arco
Belvidere City Clerk and Local Registrar





SEPTIC SYSTEM INSPECTION RESULTS

Section: E Site: E-21 Date: August 31, 2021

Address: 116 FLINTHILLS LOOP

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 1000 GALLON

Septic Tank Material: Concrete: (X) Steel: ()

Lift Pump: Yes: () No: (X)

Pumped By: GLEN SISSION Date: 8-26-2021

Inspected By: JAMES MASTERS Date: 8-26-2021

Inspected By: _____ Date: _____

Septic System Approved: Yes: (X) No: ()

Comments:

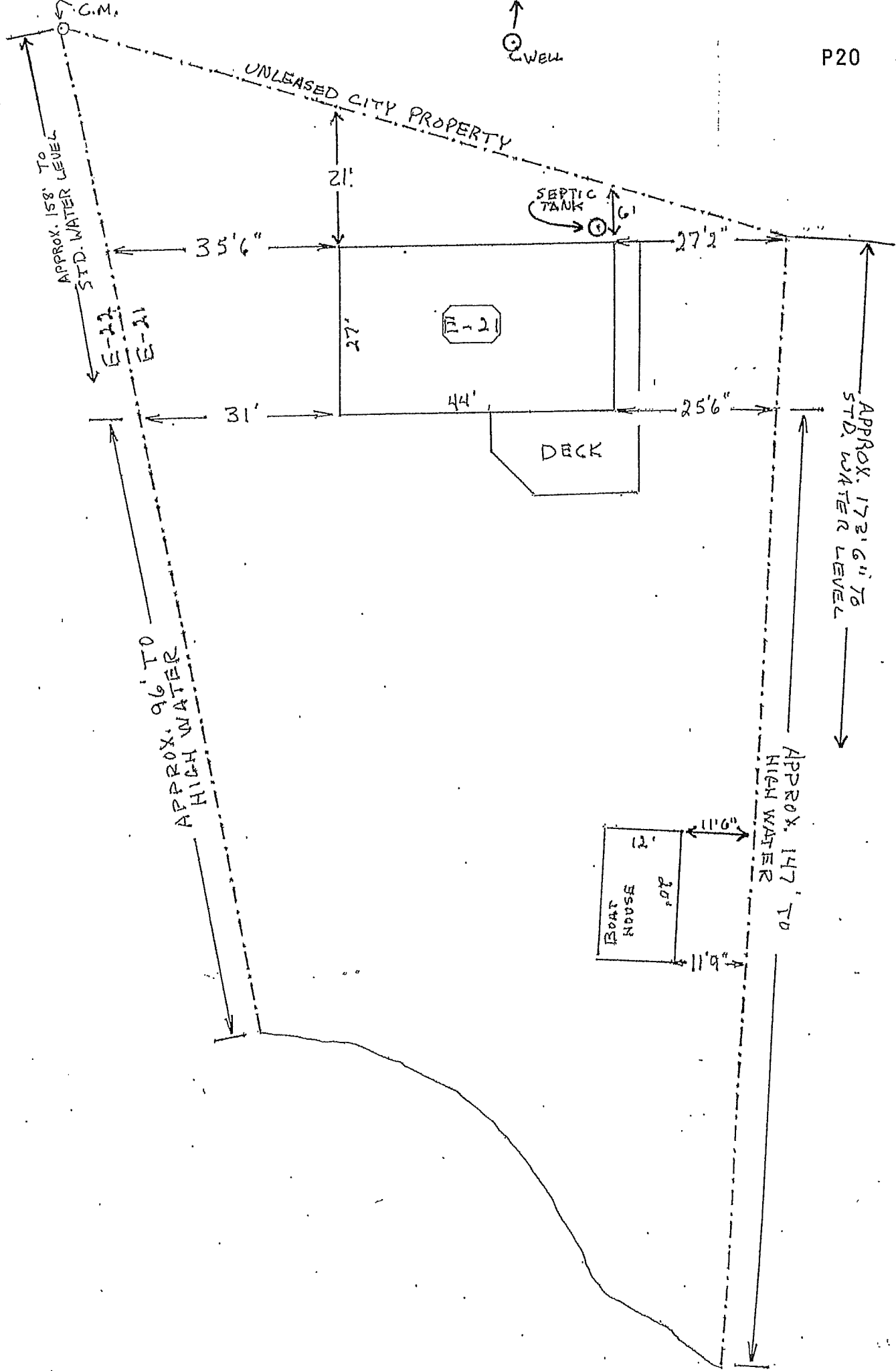
Sincerely,

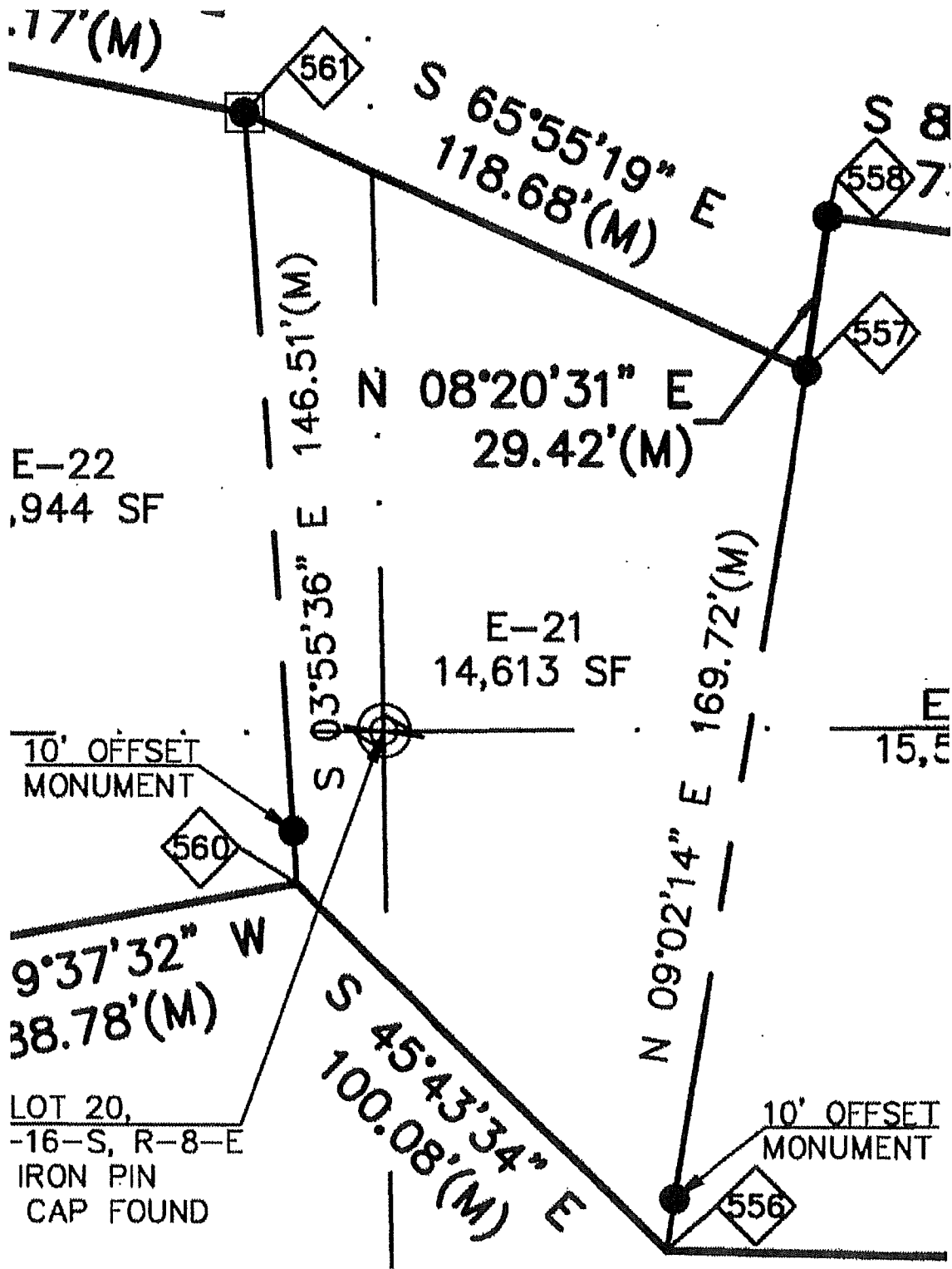
James Masters
City Inspector

E-21

1 IN. = 20 FT.
DO NOT SCALE
DRAWING

P20





| BOUNDARY CORNER COORDINATES | | | | |
|--|-------------|--------------|---|--------------|
| ◇ | NORTHING | EASTING | LATITUDE | LONGITUDE |
| 535 | 126131.0204 | 1719910.8928 | N38.67082844 | W96.57245442 |
| 536 | 125864.8953 | 1719652.7254 | N38.67010900 | W96.57337318 |
| 537 | 126041.8480 | 1719665.1470 | N38.67059426 | W96.57331992 |
| 538 | 125872.0563 | 1719578.3902 | N38.67013187 | W96.57363310 |
| 539 | 126127.9557 | 1719609.0906 | N38.67083308 | W96.57351148 |
| 540 | 126139.5958 | 1719610.3360 | N38.67086499 | W96.57350647 |
| 541 | 126114.1822 | 1719670.3018 | N38.67079262 | W96.57329788 |
| 542 | 125879.7144 | 1719480.6427 | N38.67015713 | W96.57397498 |
| 543 | 126105.3013 | 1719526.2050 | N38.67077447 | W96.57380299 |
| 544 | 126138.3681 | 1719532.9707 | N38.67086496 | W96.57377747 |
| 545 | 125919.4280 | 1719368.8185 | N38.67027099 | W96.57436439 |
| 546 | 126138.8596 | 1719440.0975 | N38.67087033 | W96.57410268 |
| 547 | 126010.8566 | 1719311.9285 | N38.67052445 | W96.57455857 |
| 548 | 126156.2378 | 1719336.0777 | N38.67092253 | W96.57446599 |
| 549 | 126185.7224 | 1719455.1356 | N38.67099833 | W96.57404743 |
| 550 | 126007.4166 | 1719236.5888 | N38.67051826 | W96.57482260 |
| 551 | 126164.9740 | 1719258.5011 | N38.67094987 | W96.57473718 |
| 552 | 126034.2558 | 1719170.1870 | N38.67059482 | W96.57505365 |
| 553 | 126065.4119 | 1719168.2244 | N38.67068043 | W96.57505881 |
| 554 | 126195.4874 | 1719184.8638 | N38.67103682 | W96.57499337 |
| 555 | 126190.6915 | 1719262.2495 | N38.67102031 | W96.57472263 |
| † 556 | 126035.9553 | 1719081.4900 | N38.67060331 | W96.57536417 |
| † 557 | 126203.5708 | 1719108.1494 | N38.67106233 | W96.57526157 |
| 558 | 126232.6754 | 1719112.4171 | N38.67114204 | W96.57524502 |
| 559 | 126224.1160 | 1719187.3175 | N38.67111531 | W96.57498320 |
| † 560 | 126105.8206 | 1719009.8310 | N38.67079821 | W96.57561126 |
| † 561 | 126251.9890 | 1718999.7976 | N38.67119993 | W96.57563835 |
| 562 | 126089.8328 | 1718922.4998 | N38.67075809 | W96.57591797 |
| 563 | 126287.9125 | 1718915.1110 | N38.67124730 | W96.57593404 |
| 564 | 126075.5874 | 1718852.4163 | N38.67072201 | W96.57616418 |
| 565 | 126262.6271 | 1718841.1263 | N38.67123599 | W96.57619342 |
| 566 | 126041.3142 | 1718777.3918 | N38.67063115 | W96.57642880 |
| 567 | 126193.4031 | 1718767.0451 | N38.67104914 | W96.57645666 |
| 568 | 126253.6510 | 1718762.9470 | N38.67121472 | W96.57646770 |
| 569 | 126010.3264 | 1718709.6777 | N38.67054900 | W96.57666764 |
| 570 | 126206.8454 | 1718689.6095 | N38.67108939 | W96.57672710 |
| 571 | 126004.0295 | 1718622.2061 | N38.67053549 | W96.57697430 |
| 572 | 126236.3633 | 1718614.1034 | N38.67117368 | W96.57698989 |
| 573 | 126238.2410 | 1718686.1729 | N38.67117573 | W96.57673740 |
| 574 | 126014.5990 | 1718541.6462 | N38.67056798 | W96.57725584 |
| 575 | 126231.1901 | 1718540.9786 | N38.67116263 | W96.57724626 |
| 576 | 126315.2818 | 1718433.1182 | N38.67139815 | W96.57761935 |
| 577 | 126325.1115 | 1718540.4770 | N38.67142050 | W96.57724284 |
| 578 | 126520.3273 | 1718429.3719 | N38.67196123 | W96.57762119 |
| 579 | 126358.0101 | 1718378.2726 | N38.67151782 | W96.57780907 |
| 580 | 126410.3223 | 1718282.6520 | N38.67166556 | W96.57814105 |
| 581 | 126558.7361 | 1718340.7034 | N38.67207050 | W96.57792960 |
| 582 | 126420.5493 | 1718216.3034 | N38.67169649 | W96.57837284 |
| 583 | 126588.1353 | 1718269.3761 | N38.67215429 | W96.57817777 |
| 584 | 126524.5721 | 1718123.1326 | N38.67198609 | W96.57869341 |
| 585 | 126642.8058 | 1718159.3114 | N38.67230913 | W96.57856021 |
| 586 | 126623.3219 | 1718280.5083 | N38.67225041 | W96.57813685 |
| STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET | | | LATITUDE & LONGITUDE DECIMAL DEGREES | |



P.O. Box 2416

Mr. Nick Jones

September 1, 2021

City of Council Grove

205 Union

Council Grove, KS 66846

RE: Water Tower Proposal

Dear Nick,

Enclosed you will find the following:

- Water tank assessment report with pictures describing the recommended work to be performed using AWWA, KDHE and OSHA guidelines.
- Viking Industrial Painting Company Profile including qualifications and case histories.
- Letters of recommendations and a list of completed projects over the last three years.
- Proposed logo diagrams
- Two copies of a proposal for the recommended work to be performed.

As we discussed, I am happy to meet with you and your council at any time to discuss and answer any questions. Please let me know if there are any changes that might need to be considered.

If you should decide to proceed with the proposed work, please sign both copies and send one copy back to me in the self-addressed envelope.

Thanks for your consideration of Viking Industrial Painting.

Sincerely,

Rick Penner



VIKING
INDUSTRIAL PAINTING

P.O. Box 24162
Omaha, NE 68124

vikingindustrialpainting.com

PROPOSAL

P24

Please sign and date both copies and return one (1) copy to our office.

CONTACT DETAILS

| | | | |
|-----------------------|-----------------------------------|---------------------|-----------------------------------|
| Proposal Submitted To | City of Council Grove | Contact | Nick Jones |
| Address | 205 Union Council Grove, KS 66846 | E-mail | citycg@tctelco.net |
| Client Phone | (620)767-5417 | Contact Phone | (785)466-6775 |
| Job Location | 399 Chautauqua St. | Tank Name | City Elevated Water Tank |
| Job Name | Int/Ext Coatings/Repairs/Upgrades | Tank Size and Style | 500,000 Gallon Double Ellipsoidal |

SERVICES

Viking Industrial Painting, Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

500,000 Gallon Tank Exterior Coatings:

1. Surface Preparation: Entire tank exterior will be power-washed to remove contaminants. Affected areas will be power tool cleaned per SSPC-SP3.
2. Spot Prime: Affected areas will be "spot primed" with Tnemec Series 37H Chem-Prim HS.
3. Finish Coat: Entire tank exterior will receive one full coat of Tnemec Series 43-236 Fast Dry Aluminum.
4. Lettering/Logo: New logo/lettering design will be installed (see attach) will be installed to two sides of the tank using Tnemec Series 73U Endura-Shield.

500,000 Gallon Tank Interior Coatings:

1. Surface Preparation: Entire tank interior will be abrasive blasted per SSPC-SP10 Near White Blast
2. Primer: Entire tank interior will receive one full coat of Tnemec Series 91H20 Tneme-Zinc.
3. Stripe Coat: All seams, corners and edges at tank interior will receive brush and roll "stripe" coat of Tnemec Series 20 Pota-Pox Epoxy.
4. Intermediate Coat: Entire tank interior will receive one full coat of Tnemec Series 20-1255(beige) Pota-Pox Epoxy.
5. Finish Coat: Entire tank interior will receive one full coat of Tnemec Series 20-15BL(tank white) Pota-Pox Epoxy.

500,000 Gallon Tank Upgrades and Repairs:

1. Contractor will install 24" high pressure multi-bolt hinged manway opposite the existing manway at the base of the tanks riser column to comply with OSHA confined space entry standards.
2. Contractor will remove existing vent and install 24" fan-flanged opening at the peak of the tank roof to comply with OSHA confined space entry standards.
3. Contractor will install flanged 24" Vent at tank roof. Vent shall be KDHE compliant with Fail-Safe design.
4. Contractor will install approximately 10' of new ladder to the base of the existing tank leg ladder.
5. Contractor will install Aluminum lockable ladder gate to base of the new ladder at the tank leg.
6. Contractor will install ANSI cable safety climb system to exterior leg ladder.
7. Contractor will remove existing 6" overflow pipe at the tank interior and seal weld penetration opening at tank bottom.
8. Contractor will install new 6" overflow pipe at exterior of tank bowl and connect to existing overflow pipe at tank leg at the bottom of the balcony to comply with KDHE standards.
9. Contractor will extend the existing overflow pipe at the lower end to 12-24" from ground level. Pipe end will be fitted with a removable screen and flapper to comply with KDHE standards. City will be responsible for splash pad.
10. Contractor will install OSHA compliant handrail at the bottom of the bowl interior/top of riser transition.
11. Contractor will install a "mid-rail" at the balcony handrail.
12. Contractor will attach roof ladder to tank roof by using standoffs every 8'.
13. Contractor will seal weld 1/4" steel plates to all existing cathodic protection port openings.

COST

Total Cost of Materials and Labor

\$241,500.00

Payment Terms

Payment to be made in full upon completion of work – plus all applicable taxes.

AGREEMENT TERMS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

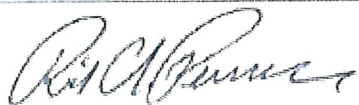
Authorized Preparer Printed Name

Rick Penner

Date Submitted

September 1, 2021

Authorized Preparer Signature



Price is good for 60 days from date submitted

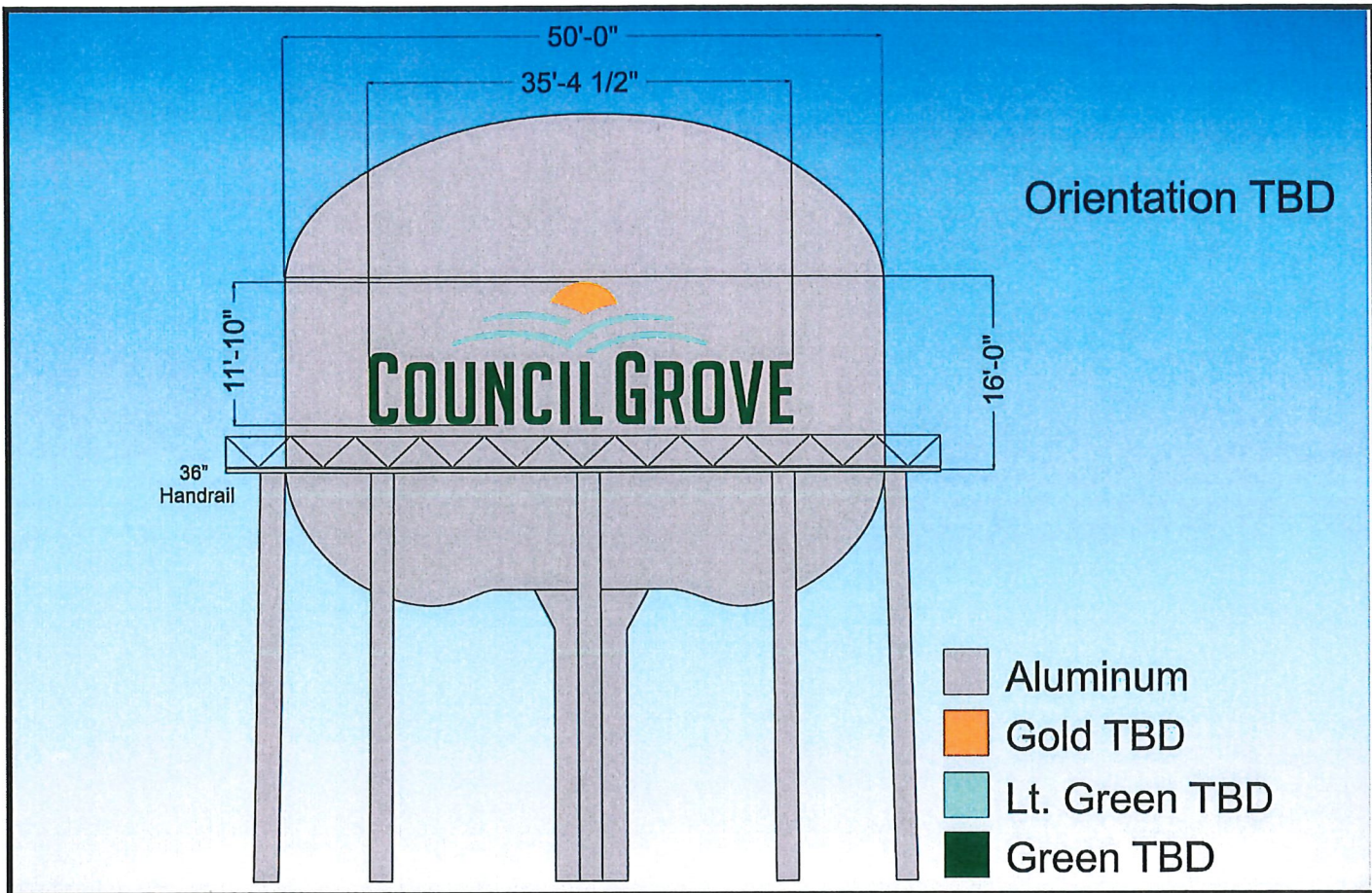
ACCEPTANCE OF PROPOSAL

By accepting this proposal, you agree to the above prices, specifications and conditions. Viking Industrial Painting, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Client Printed Name

Date of Acceptance

Authorized Client Signature



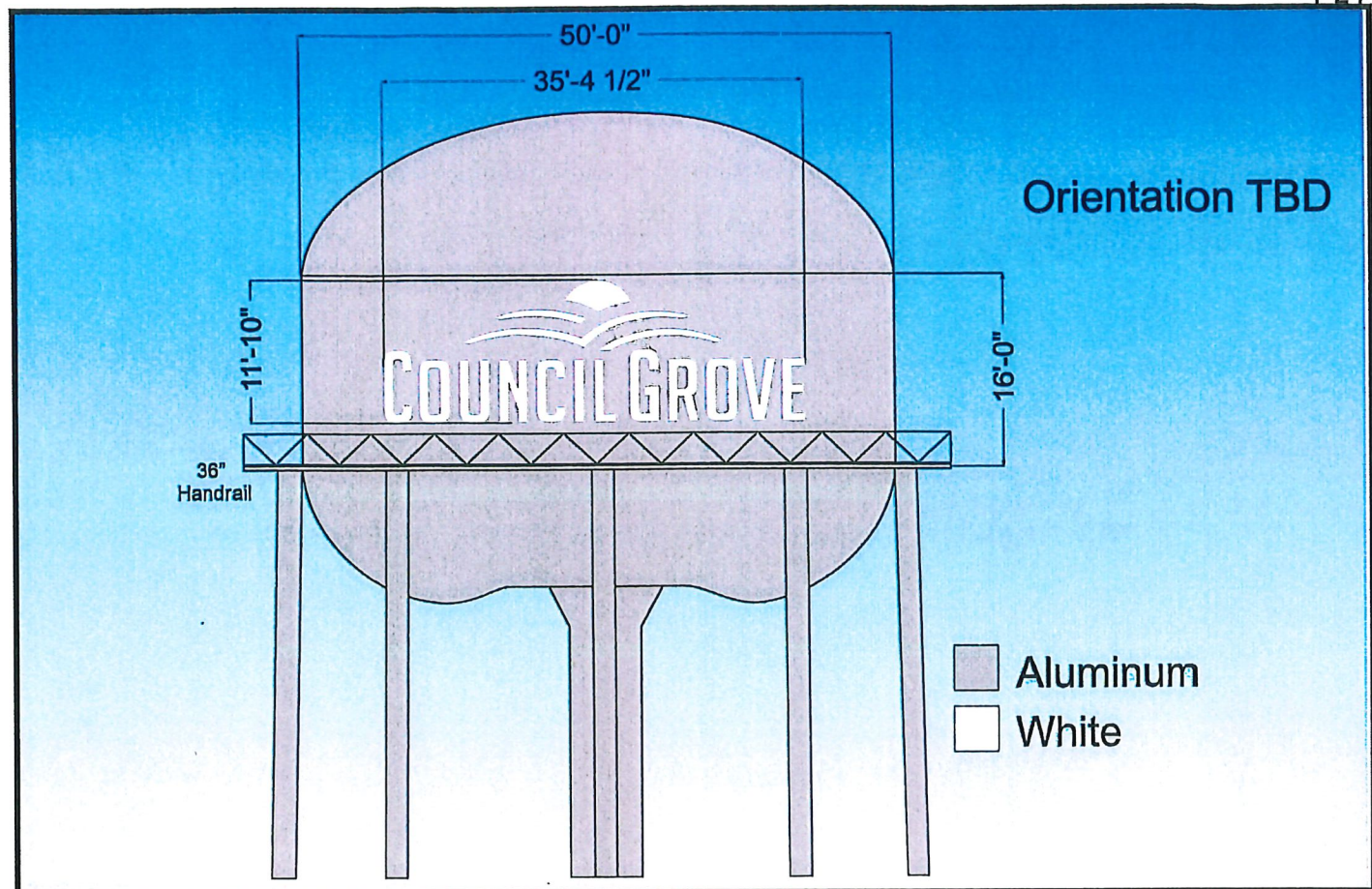
LAS
LAKE AREA SIGN CO., LLC

Danny McKinney / Owner
1375 N. Beglis Pkwy
Sulphur, LA 70663
(337) 625-4179
(337) 794-1564
dannymc@lakeareesignco.com

Client: *Viking Industrial Painters*
Design: *Council Grove (Draft 2)*
Designer: *Danny McKinney*
8/31/21

Date: _____
Signature: _____
 Approved Resubmit

Notice:
Colors shown are close approximations.
Printers and media variations may affect
colors from actual printed colors slightly.
Measurements are approximations and are
provided for a visual aid.
Field verify tasks and heights before
installing patterns.



LAS
LAKE AREA SIGN CO., LLC

Danny McKinney / Owner
1375 N. Beglis Pkwy
Sulphur, LA 70663
(337) 625-4179
(337) 794-1564
dannymo@lakeareesignco.com

Client: Viking Industrial Painters
Design: Council Grove (Draft 3)
Designer: Danny McKinney
8/31/21

Date: _____
Signature: _____
 Approved Resubmit

Notice:
Colors shown are close approximations.
Printers and media variations may distort
colors from actual print colors slightly.
Measurements are approximations and are
provided for informational use.
Field work by installers will be required
resulting permits.

Water Tank Condition Assessment Report Prepared For:

City of Council Grove, KS

December 2020

PREPARED BY: Rick Penner

PHONE: (316)651-6164

EMAIL: rick@viptanks.com



Tank Size and Style: 500,000 Gallon Double Ellipsoidal



Overall view of tank exterior.



Peeling of existing coatings and corrosion present.



Existing non-compliant riser manway.



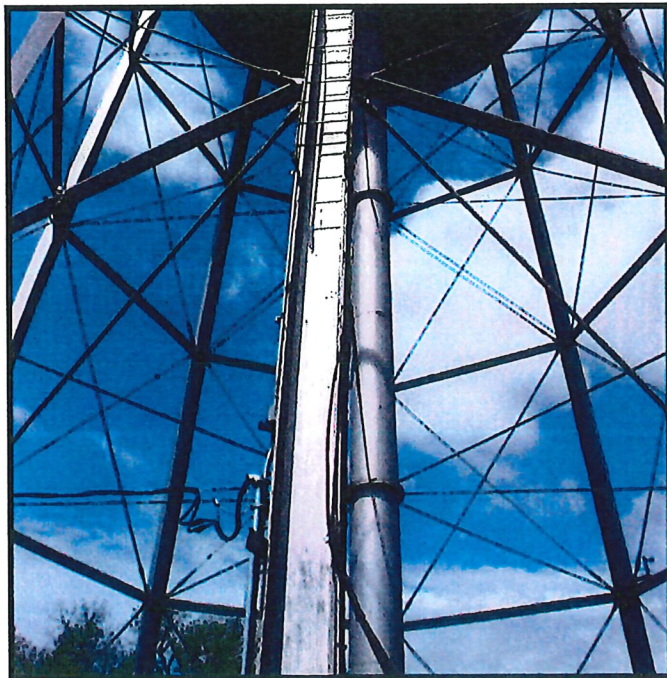
OSHA standards state that opening needs to be 24" diameter minimum.



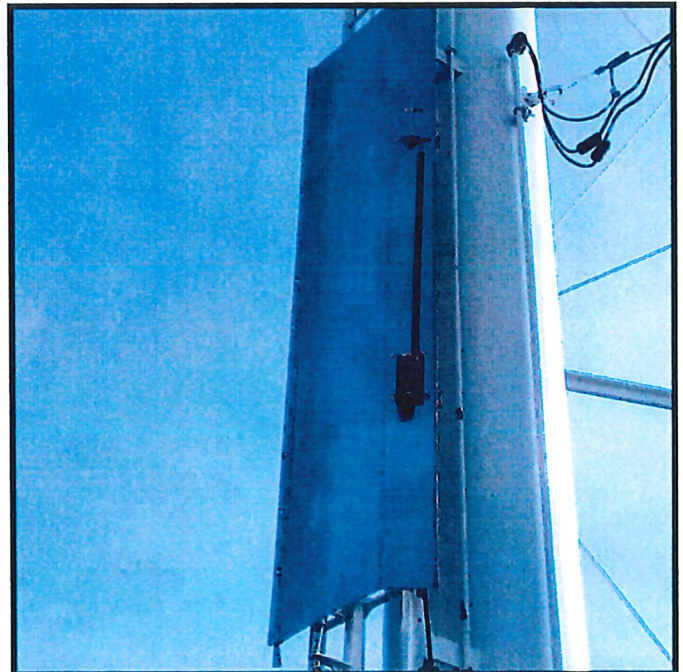
Corrosion at tank leg. Note the overflow pipe attached to leg.



Existing overflow pipe is 54" from ground. AWWA/ KDHE standards state that overflow should be 12-24" from ground with screen and flapper.



Existing leg ladder is 20' from ground and does not have a lockable ladder gate.



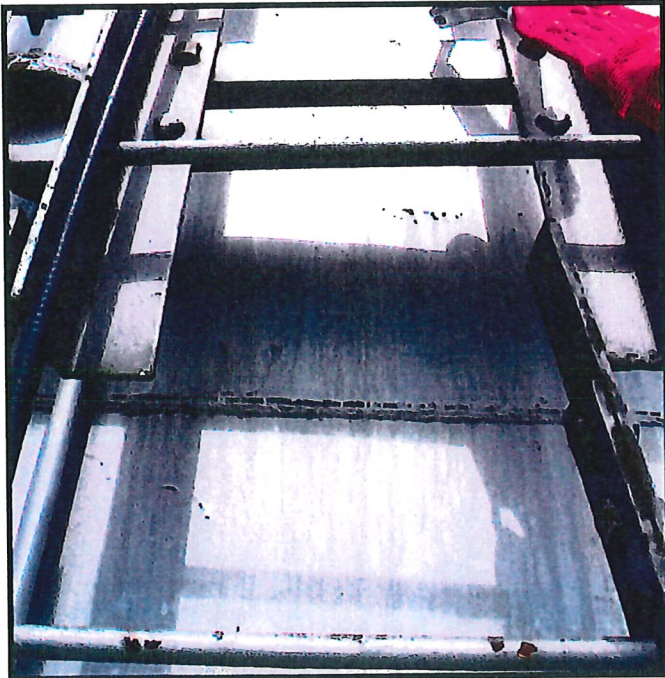
Recommend adding 10' to ladder to better access tank. Also recommend to install lockable gate (see above pic).



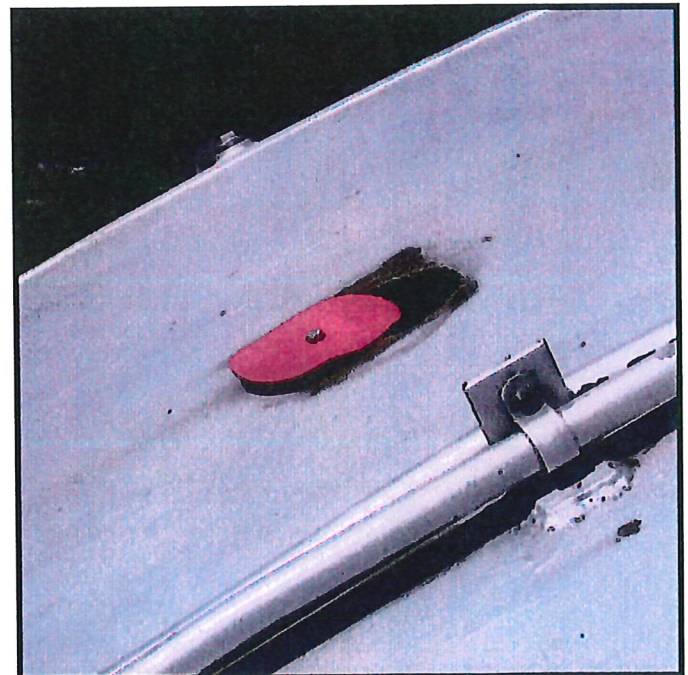
No safety climb device is present at ladder. Recommend to install cable style safety climb device.



Openings at handrail exceed OSHA measurement standards (max round 19"). Recommend installing a "mid-rail" to meet OSHA standard.



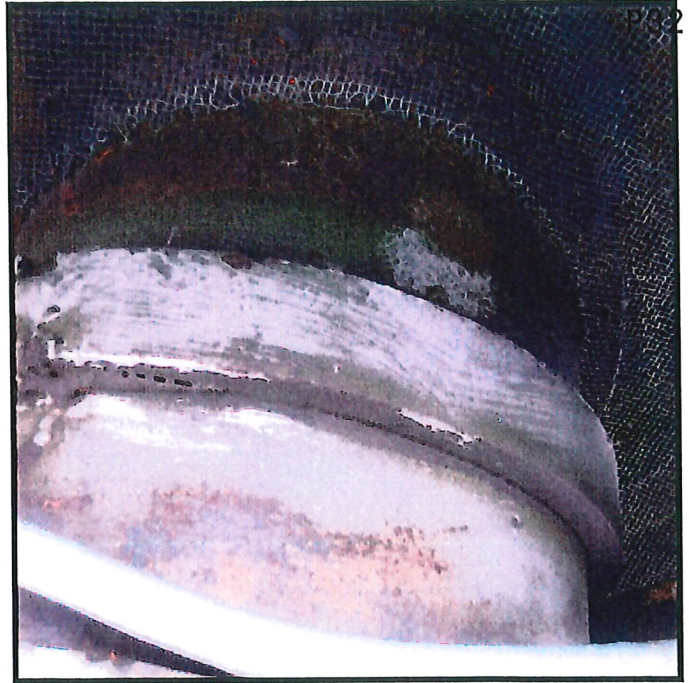
Upper rolling dome ladder is not secured (attached) to tank. Recommend installing standoffs to properly secure ladder to tank.



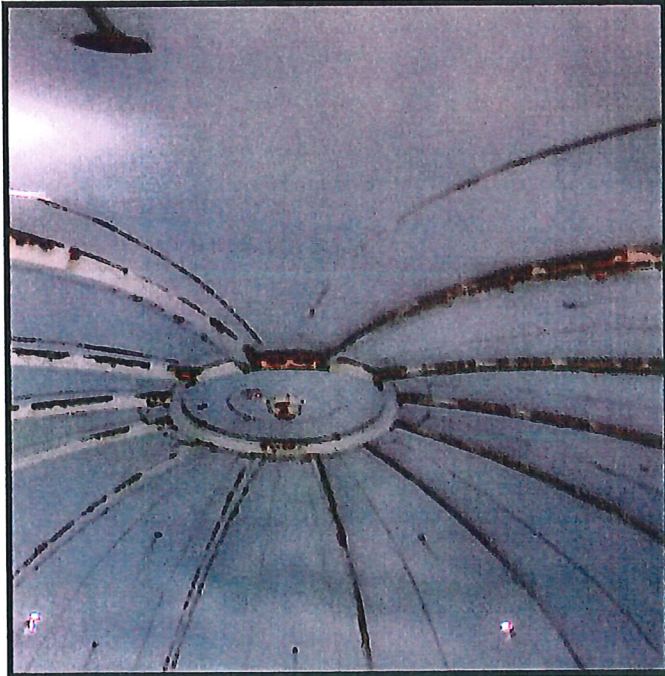
Cathodic protection ports are not in use and damaged. These openings should be plated and seal welded.



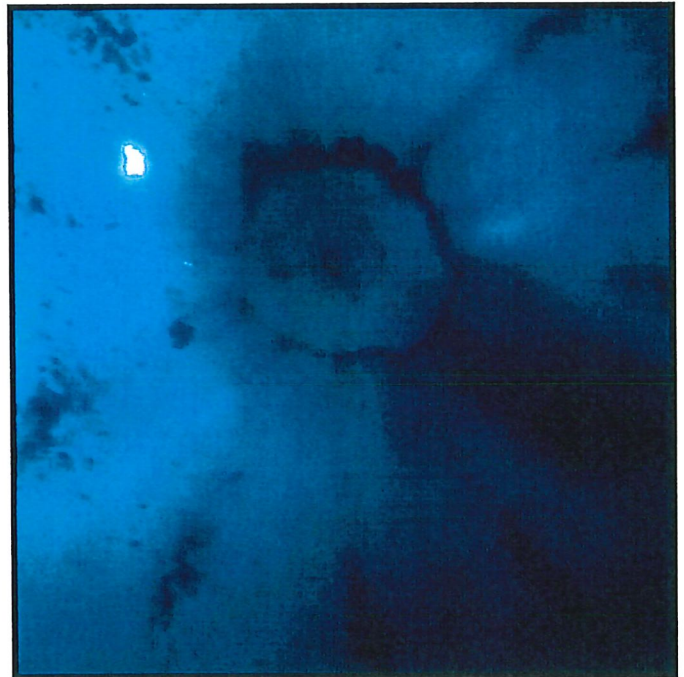
Roof vent should be replaced to meet AWWA/ KDHE "fail-safe" standards.



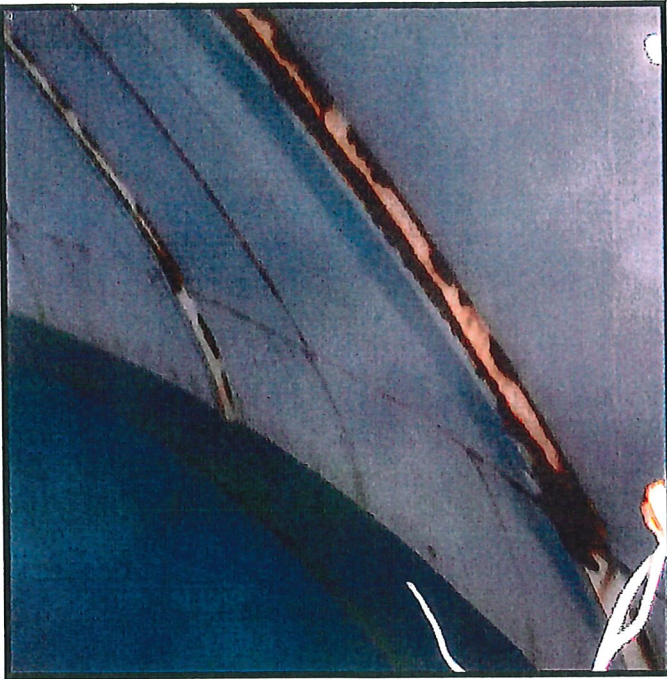
Underside view of vent and screen.



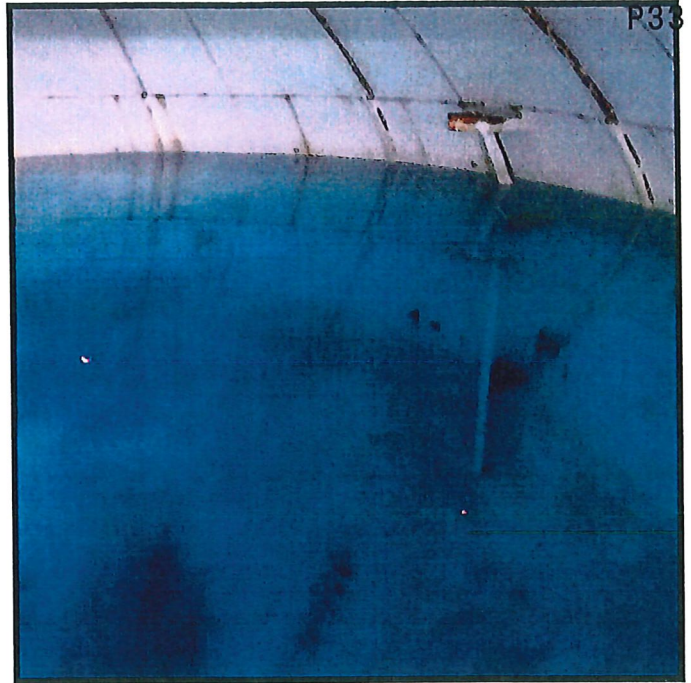
Tank interior wet area. Note that there is no secondary access entrance into the tank.



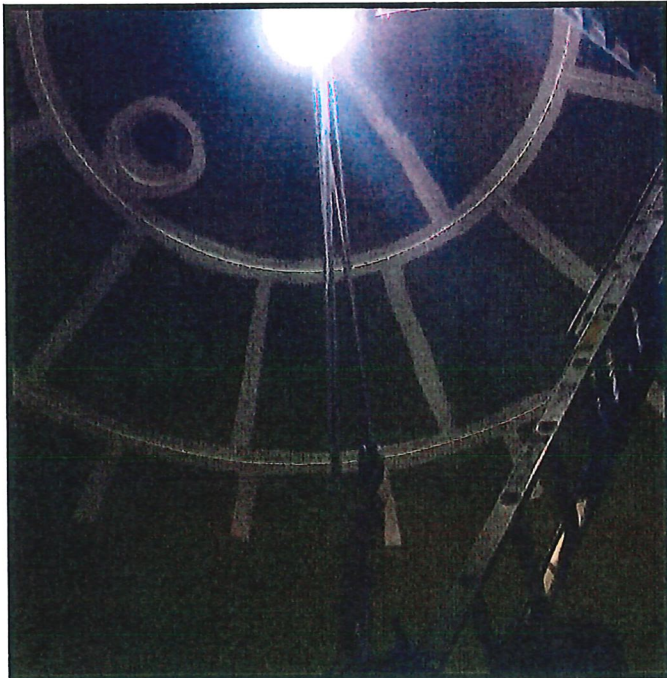
No grate is covering opening to riser at bottom of the tank bowl. Recommend installing grate to meet OSHA standards.



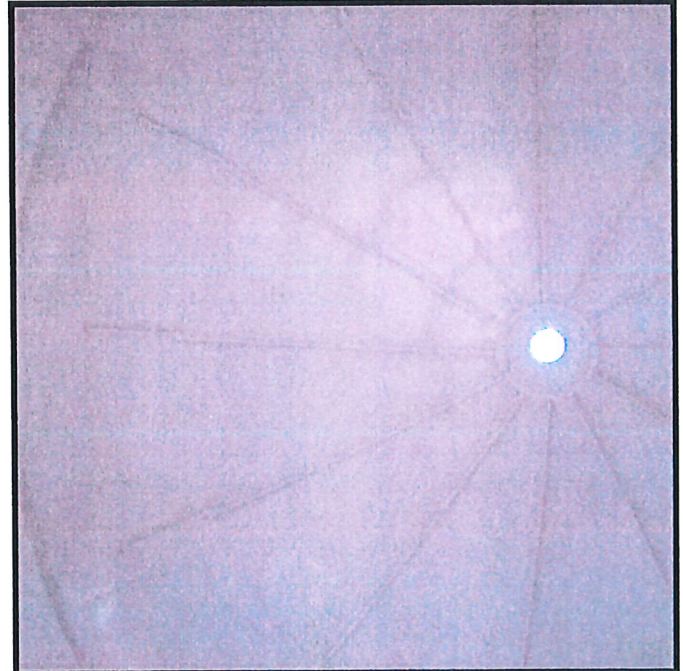
Corrosion at tank interior.



View of overflow pipe at tank interior. Overflow pipe is to be located on the outside of the structure per KDHE Chapter VI,



Example of zinc primer with stripe coat of epoxy prior to finish coats.



Completed tank interior of a 500,000 Gallon tank that is same style and age as Council Grove Tank.

Summary & Recommendations

A visual inspection has been performed by Rick Penner with Viking Industrial Coatings. The purpose of the inspection was to determine the condition of the **coatings** and **structure**, and to evaluate the tank for compliance with **sanitation** guidelines, **safety & security** regulations and guidelines in accordance with AWWA, KDHE and OSHA organizations.

Based on current condition as well as coating history, I would project the following maintenance schedule:

Coatings (exterior):

- Properly prepare exterior by power-washing and tool cleaning affected areas. Spot priming of affected areas would be followed by a full coat of aluminum coating. Lettering would be re-installed as is. (lettering could be changed if needed).

Coatings (interior):

- Abrasive blast interior wet area to SSPC-SP10 Near White Blast Standard. Apply full coat of zinc primer to entire tank. Apply stripe coat of epoxy to all corners, edges and weld seams followed by 10-14 mils dft of epoxy to entire surface.

Repairs and OSHA, KDHE Upgrades:

- Add 10' to bottom of leg ladder.
- Install cable safety climb device to exterior ladder.
- Install lockable ladder gate at bottom of leg ladder.
- Install compliant manway at lower end of riser column opposite the existing manway per OSHA guidelines
- Install secondary tank access to the tank at the roof to comply with OSHA standards.
- Install new vent to meet "fail-safe" standards per KDHE guidelines.
- Install plates at all CP ports and seal weld.
- Extend the existing overflow to 12-24" from ground level. A flanged screen and flapper will be included. (owner is responsible for splash pad) Per KDHE guidelines.
- Remove overflow from tank interior and replace to tank exterior per KDHE guidelines
- Install handrail at the present opening at the bottom of the tank bowl per OSHA guidelines.
- Install "mid-rail" at the balcony handrail.
- Install standoffs at rolling roof ladder to secure ladder to tank shell/roof.

ADDENDUM TO THE AGREEMENT FOR ENGINEERING SERVICES

Between

SCHWAB-EATON, P.A., CONSULTING ENGINEERS

And

CITY OF COUNCIL GROVE, KANSAS

This is an Addendum to the Agreement for Engineering services previously entered into by the City of Council Grove, Kansas, (City) and Schwab-Eaton, P.A., (Consulting Engineers), dated March 12, 2019, for the purpose of studying the viability of a sanitary sewer system around the Council Grove City Lake and preparing a corresponding Preliminary Engineering Report (PER). The project has since expanded to include a proposed potable water system around the Lake.

The following items are being added to the original Agreement:

Article I.3 – Change the contract amount from an hourly *not-to-exceed* amount of \$28,500.00 to \$43,000.00 in order to develop a USDA Rural Development style Preliminary Engineering Report (PER) for water and sanitary sewer system improvements around the Council Grove City Lake. The PER will be uploaded to the RD Apply application portal. The PER will include a comprehensive description of the project, utilize previously developed cost estimates and drawings for the water and sanitary sewer system around the Lake, compile population data, estimate projected O&M costs and short lived assets, and other pertinent supporting documentation as required for the submittal of a comprehensive USDA RD PER. In addition to the preparation of the aforementioned documents, such services include conducting a site visit to gather additional information as necessary for the preliminary engineering report, coordination with Midwest Assistance Program (MAP) for the environmental review and attendance at up to three (3) additional meetings with City, City Lake, and/or funding agency personnel.

The City further agrees that this Addendum to the Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the present governing body and their successors in conformity with the applicable sections of current statutes of the State of Kansas.

Approved by the City Council of the City of Council Grove, Kansas, this ____ day of _____, 2021.

IN WITNESS WHEREOF: said parties have caused this Agreements to be signed by their duly authorized officers as of the date of approval.

CITY OF COUNCIL GROVE, KANSAS

**SCHWAB-EATON, P.A.
CONSULTING ENGINEERS**



By: _____
Mayor

By: _____
Stuart Porter, Project Manager

ATTEST:

By: _____
City Clerk