



City Council Agenda
January 18, 2022
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: A-7 Pages 5 - 28

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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OLD BUSINESS:

- N/A

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

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Police and Fire Committee Recommendation: Fire Equipment Pages 29 - 31

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Police and Fire Committee Recommendation – Viktor Massie Class A Officer Pages 32 - 33

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
January 4, 2022

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 Brooks, Sharon Haun, Larry Siegrist, Sean Honer (Sworn in after Old Business) City Administrator Nick Jones. Others attending were Angie Schwerdtfeger, Marcus Hernandez, Brian Foster, Susan Harris Alicia Wessel.

CONSENT AGENDA

Councilperson Sharon Haun made a motion to approve the Consent Agenda as presented in the packet. Councilperson Jason Booker seconded the motion. Motion Carried 6 – 0. The consent agenda consisted of:

- Jan. 4, 2022, Minutes
- Jan. 4, 2022, to Current Appropriations.
- Cabin Transfer: B-40

OLD BUSINESS

- **BG Consultants: Water and Sewer Infrastructure Improvements Proposal**
Brian Foster with BG Consultants presented to the City Council two scopes of service for water and sewer Preliminary Engineering Reports (PER). Mr. Foster went through the scope of service for the water PER and said that BG Consultants would meet with city staff to obtain system information and options to include in the PER. Mr. Foster detailed the development of a hydraulic model of existing system utilizing WaterCAD software using KRWA GIS information, so the city has mapping of the waterlines. The cost of evaluating the trouble area of waterlines and mapping is \$16,500. Mr. Foster then presented the scope of services for sewer PER and said BG consultants would go through the same process of meeting with city staff and obtaining system information. Mr. Foster did point out that in order to do mapping of the sewer lines that they would have to be video recorded since there is not existing mapping. Utilities Superintendent Derrick Craige has identified 10,500ft of sewer line that are problem areas that need to be addressed. Mr. Foster suggested videoing the 10,500ft of sewer line to start. Mr. Foster said BG Consultants can get bids from a few companies that video sewer lines and working with City Administrator Nick Jones to get the bids to start the mapping process. The cost for the PER without the mapping was \$5,500. Mr. Foster said he will work up a new cost of the mapping of the sewer lines and send it to City Administrator Jones. After discussion Councilperson Jason Booker made a motion to approve \$22,000 from the HEROS money the city received for the water PER and Mapping (\$16,500) and the PER for the sewer (\$5,500). The motion was seconded by Councilperson Mark Berner. Motion Carried 6 – 0

SWEARING IN OF COUNCIL MEMBERS & MAYOR

- Following Old Business Mayor Debi Schwerdtfeger presented out going council member Mark Brooks with a plaque thanking him for his 13 years of dedicated service to the City of Council Grove. Councilmen Mark Brooks said “It has been an honor to serve a town I absolutely love and wished good luck to incoming council member Sean Honer.
- City Administrator Nick Jones swore in returning council members Mark Berner and Keith Wessel and new council member Sean Honer and had them sign their Oath’s of Office. City Administrator Jones then swore in returning Mayor Debi Schwerdtfeger and had her sign the Oath of Office.

NEW BUSINESS

- **City Lake Committee Recommendation: B-52 Dredging**
City Administrator Nick Jones presented the City Lake Committee recommends to the Council to approve the tree removal and dredging between B-52 and C-W4 for Anthony and Amy Deboer, B-52. Councilperson/Committee member Larry Siegrist spoke in detail of the dredging and access to the area. Shawn Dooly with PMI will be doing the dredging and tree removal. The Corp of Engineers has determined that the material to be removed is silt that has washed into the lake over the years. The Corp of Engineers has issued a special permit for removal of the materials. After discussion Councilperson Mark Berner made a motion to approve the Lake Committee Recommendation for tree removal and dredging. The motion was seconded by Councilperson Larry Siegrist. Motion Carried 6 – 0.

- **Committee Appointments:**

Mayor Debi Schwerdtfeger presented to the city council her committee appointments and Fire Department Appointments for 2022.

Public Works - Utilities: Sean Honer, Mark Berner

Public Works - Roads & Parks: Keith Wessel, Jason Booker

Police & Fire: Sharon Haun, Keith Wessel

Parks & Rec: Mark Berner, Larry Siegrist

Office: Jason Booker, Keith Wessel

Council President: Keith Wessel

GMDC: Debi Schwerdtfeger, Nick Jones

Chamber Rep: Sharon Haun

Flint Hills Regional Rep: Sharon Haun

Sales Tax Grant: Keith Wessel, Mark Berner, Angie Schwerdtfeger, Dawn Palmquist, Mark Brooks

City Economic Development: Jason Booker, Debi Schwerdtfeger, Angie Schwerdtfeger, Cody Catlin,

Rick Hemmy, Denise Hartman, Tracy Henry, Susan Harris, Zoey Bond, Ryan McDonald, Chad Farr,

Kevin Leeper, Mika Dornbos, Lucas Cosgrove, Jesse Knight

City Lake, City Lake Advisory & City Lake Sewer: Larry Siegrist, Keith Wessel, Sean Honer

Historic Sites: Mark Brooks, Sharon Haun

Riverwalk: Sharon Haun, Mark Brooks, Debi Schwerdtfeger, Julie Hower, Daryl Byrant, Scott Allen,

Jeff Blosser, Mark Lamberson, Cheryl Hayes, Diana Wolfe, Tim Tyner, Mike Luce, Jesse Knight, Angie

Schwerdtfeger

July 4: Jason Booker, Larry Siegrist, Mark Berner, Sean Honer

Blighted Structure: Larry Siegrist, Jason Booker, Sean Honer

Comp Plan: Keith Wessel, Jason Booker

Santa Fe Trail: Mark Brooks, Sharon Haun, Diane Wolfe, Jan Siacca, Kelley Judd

Scenic By-ways: Diane Wolfe, Zoey Bond, Susan Harris

City Lake Annexation Committee: Keith Wessel, Jason Booker, Debi Schwerdtfeger

City Rec Committee: Steve White, Dusty Manson, Jeff Blosser, James Crosby, Jackie Mills, Larry

Siegrist, Sean Honer, Mark Berner

East Side Street Scape Committee: Dee Gieswein, Carolyn Culp, Kathy Morris Hannah, Erin Erichsen,

Maggie Adams

Fire Department Appointments:

Bo Bell - Chief

Brian Brown - Deputy Chief/ Public Information Officer

Tyson Stevenson - Captain

Neil Julian - Captain

Zach Tyner - Training Officer

Jerry Koch - Secretary

Colby Patnode - Treasure

Matt Sigle - Truck maintenance

Shane Miller - Building maintenance

Board of Trustees

Brian Brown

Jerry Koch

Neil Julian

Zach Tyner

John Scarce

GOVERNING BODY COMMENTS

- **Councilperson Jason Booker** – Welcomed new council member Sean Honer with a “Ditto of what other council members said”
- **Councilperson Mark Berner** – Welcomed new council member Sean Honer and look forward to working with you.
- **Councilperson Keith Wessel** – Welcomed new council member Sean Honer and Happy New Year.
- **Councilperson Sean Honer** – Excited to get to work and help the city.
- **Councilperson Larry Siegrist** – Welcomed new council member Sean Honer
- **Councilperson Sharon Haun** – Welcomed new council member Sean Honer and Happy New Year
- **City Attorney Bill Halvorsen** – Absent

- **City Administrator Nick Jones** – Welcomed new council member Sean Honer and looks forward to working with him.
- **Mayor Debi Schwerdtfeger** – Welcomed new council member Sean Honer and asked the council to think about ways to recycle.

Councilperson Keith Wessel made a motion to adjourn. Councilperson Sharon Haun seconded the motion. Motion carried 6 – 0

Debi Schwerdtfeger Mayor

ATTEST:

Nick Jones City Administrator

Application for Cabin Site Transfer
COUNCIL GROVE CITY LAKE

Site Number: A7 Date: 01/03~~12~~, 20 22

Name of Transferee: Vista Lago, LLC

Address: 2110 Little Kitten Ave

City: Manhattan State KS Zip Code 66503

Telephone Number: 785-341-1856

Name of Transferor: Jennifer *
Joshua Walker

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OFFICE USE ONLY BELOW THIS LINE
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Septic tank checked: August 4th, 2021

The above application is approved:

this 12th day of January, 20 22

Signed James Masten
Building Inspector

Please immediately fill in date, site number, sign and return to City of Council Grove, P.O. Box 313, Council Grove, 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 ~~01~~ 3 day of January 2022 by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Vista Lago, LLC ~~Westside Properties~~, 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, or

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 A, Lot A - 7, 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 statues, 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, statues, 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: Vista Lago
2110 Little Kitten Ave
Manhattan, KS 66503

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:

Vista Lago, LLC
Primary Leaseholder

Donna W. Miller, Trustee
Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

2110 Little Kitten Ave

Manhattan, KS 66503

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

112 Prairie View Cove

Council Grove, KS 66846

IN THE DISTRICT COURT OF RILEY COUNTY, KANSAS

IN THE MATTER OF THE MARRIAGE OF)
JENNIFER L. WALKER,)
Petitioner,)
and)
JOSH G. WALKER,)
Respondent,)

Case No. RL 2019 DM 000032

TITLE TO
REAL
ESTATE
INVOLVED

SEPARATION, PROPERTY SETTLEMENT, AND
CHILD CUSTODY AGREEMENT

THIS AGREEMENT is made and entered into by and between Jennifer L. Walker, hereinafter referred to as "PETITIONER," and Josh G. Walker, hereinafter referred to as "RESPONDENT."

RECITALS

1. The parties hereto were married on May 25, 1996, and ever since have been, and are now, husband and wife.
2. PETITIONER and RESPONDENT have one (1) remaining minor child of the marriage, namely: C.J.W., male, age 16, born 2004.
3. As a result of disputes and differences between the parties, they have agreed to an immediate and permanent separation.
4. PETITIONER and RESPONDENT intend, and it is the purpose of this Agreement, to make a complete and final settlement of all claims that one may have against the other for maintenance and support; to provide fairly and adequately for support and maintenance; to memorialize the separation of the parties and their agreement to remain separated; to finalize their agreement as to the division of property, both real and personal, owned by them or either of them; and to provide for the custody, support and maintenance of their minor children.
5. In order to insure the full information and advice of both PETITIONER and RESPONDENT, each has retained and has been represented by independent legal counsel or has

MORRISON,
FROST, OLSEN,
IRVINE &
SCHARTZ, LLP
Attorneys at Law
323 Payne St Suite 204
Wichita, KS 67202
(785) 776-9200
Fax: (785) 776-9212

Jennifer L. Walker
Initials: *JLW*
Date: *8/12/20*

Josh G. Walker
Initials: *JGW*
Date: *8/12/20*

been advised to retain and be represented by independent legal counsel in connection with the negotiations for and the drafting of this Agreement in consideration of the respective rights, duties and obligations of the parties. PETITIONER is represented by Kitra R. Schartz of Morrison, Frost, Olsen, Irvine & Schartz, LLP. RESPONDENT is represented by V. Linnea Alt.

6. An action for divorce of the parties is now pending in the District Court of Riley County, Kansas.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, PETITIONER and RESPONDENT agree as follows:

SECTION I. LIVING SEPARATE. PETITIONER and RESPONDENT may and shall hereafter live separate and apart, each free from all dominion, restraint and control by the other, whether direct or indirect, fully as if unmarried. Each party may hereafter reside at such place or places as he or she may select or determine.

SECTION II. NO MOLESTATION OR INTERFERENCE. Neither party shall molest or interfere with the other, nor compel or attempt to compel the other to cohabit or dwell with him or her by any means whatsoever, by legal action or otherwise.

SECTION III. DIVISION OF PROPERTY - PROPERTY APPORTIONED TO PETITIONER. There is hereby apportioned, set aside, transferred and confirmed to PETITIONER, free and clear of all claim and demand of RESPONDENT, the following property: all personal property currently in her possession including her personal items, clothing, and effects; all household goods and furnishings located at the lake house at Council Gove; the

[REDACTED]

[REDACTED] subject to any indebtedness thereon. The household goods and furnishings located at the marital residence shall be divided as agreed upon by the parties. In the event of a disagreement, the parties agree that the Court shall retain jurisdiction to address issues related to the division of personal property.

Each item of property set aside and transferred to PETITIONER is assigned to and taken by PETITIONER with all encumbrances and other obligations to which said items may be subject, unless set out to the contrary in the section entitled "Debts and Obligations." PETITIONER shall pay and discharge all such encumbrances and obligations not set out in said section and hold RESPONDENT free and harmless therefrom.

Jennifer L. Walker
Initials: *JLW*
Date: *1/11/10*

Josh G. Walker
Initials: *JGW*
Date: *1/11/10*

SECTION IV. DIVISION OF PROPERTY - PROPERTY APPORTIONED TO RESPONDENT. There is hereby apportioned, set aside, transferred and confirmed to RESPONDENT, free and clear of all claim and demand of PETITIONER, the following property: all personal property currently in his possession, including his personal items, clothing, and effects. RESPONDENT shall also have his [REDACTED] subject to any indebtedness thereon. The household goods and furnishings located at the marital residence have been divided and the RESPONDENT shall receive [REDACTED]

[REDACTED] The parties will attempt to agree on other household items that RESPONDENT requests but any request by the RESPONDENT for additional personal property must be made within fourteen (14) days from execution of this agreement. In the event of a disagreement, the parties agree that the Court shall retain jurisdiction to address issues related to the division of personal property.

Each item of property set aside and transferred to RESPONDENT is assigned to and taken by RESPONDENT with all encumbrances and other obligations to which said items may be subject, unless set out to the contrary in the section entitled "Debts and Obligations." RESPONDENT shall pay and discharge all such encumbrances and obligations not set out in said section and hold PETITIONER free and harmless therefrom.

SECTION V. EXECUTION OF INSTRUMENTS. Each party shall promptly execute and deliver to the other party or any nominee or nominees of the other party, all instruments that may be necessary, convenient, or appropriate to carry into effect, fully and fairly, all the provisions of this Agreement for division and confirmation of property and mutual releases thereof.

SECTION VI. RELEASE OF PROPERTY RIGHTS. Each party releases, quit claims and assigns to the other party, all his or her right, title and interest, present and prospective, in each item of the property herein apportioned, set aside, transferred and confirmed to the other party.

SECTION VII. FULL DISCLOSURE OF PROPERTY INTERESTS. Each party represents and warrants that he or she has made a full disclosure of all his or her property and that neither has knowledge of any other property of any kind in which the parties so representing has any beneficial interest.

SECTION VIII. RELEASE OF ESTATE RIGHTS. Each party releases all right to share in the estate of the other, or to serve as executor or administrator of the estate of the other,

Jennifer L. Walker
Initials: *JLW*
Date: *5/1/10*

Josh G. Walker
Initials: *JGW*
Date: *5/1/10*

except only as provided by Will or Codicil to Will, executed subsequent to the date of this Agreement.

SECTION IX. SEPARATE PROPERTY. Each party shall retain, have, and enjoy, independently of any claim, right or demand of the other party, all property of every kind, nature and description, and wherever situated, which is now owned or held or is hereafter acquired by him or her, or stands in his or her name.

SECTION X. ATTORNEY FEES. The parties hereby agree that each party shall be responsible for paying their own attorney's fees, and PETITIONER shall be responsible for paying the court costs associated with the action. The parties shall each pay one-half of the fees associated with the settlement conference held on June 25, 2020.

SECTION XI. DEBTS AND OBLIGATIONS. Each of the parties shall pay and discharge all debts incurred by him or her after the date of the filing of the divorce petition herein, and indemnify the other party against liability therefore.

PETITIONER shall be responsible for the [REDACTED]
[REDACTED] The RESPONDENT shall be responsible for the [REDACTED]

In the event either party neglects their duty to pay debts set aside to that party herein and the other party is called upon to make those payments, then the party required to make such payment shall have an interest-bearing judgment against the party who failed to pay the creditor effective from the date of the payment.

The PETITIONER shall continue to pay for the minor child, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SECTION XII. CHILD CUSTODY. The parties shall have joint custody of their minor child, with PETITIONER designated as residential custodian. The parties further agree that the Agreed Parenting Plan is in the best interests of the children and should be approved by the Court.

SECTION XIII. CHILD SUPPORT. Until the month following the sale of the marital residence identified in Section XV below, the RESPONDENT shall continue to deposit money into the parties' joint bank account as he has been doing during the pendency of this action to

Jennifer L. Walker
Initials: JW
Date: 2/11/20

Joshi G. Walker
Initials: JW
Date: 2/11/20

provide for the minor child and PETITIONER and to pay the monthly installment indebtedness, mortgage and household bills associated with the residence. Once the marital residence has sold and the parties have closed on the sale of the residence, [REDACTED]

[REDACTED] This RESPONDENT'S first payment of child support shall begin the first of the month following the sale of the marital residence, and continuing due and payable on the first of each month thereafter in accordance with the laws of the State of Kansas until the minor child reaches eighteen (18) years of age, becomes legally emancipated, or dies, except as may be otherwise extended to the child's graduation from high school in June of their 18th year. All payments shall be made directly to the Kansas Payment Center, P.O. Box 758599, Topeka, Kansas, 66675-8599, identified as RL19DM000032 and denominated for child support. The Kansas Payment Center shall then forward said payment to the PETITIONER at the address she provides.

SECTION XIV. HEALTH CARE. RESPONDENT shall continue to provide health insurance coverage for the parties' children until such point as it is no longer permissible by law. All uninsured medical, dental, orthodontic, optometric and co-pay expenses for the parties' minor child C.W. shall be paid [REDACTED]

SECTION XV. INCOME TAX FILING AND DEPENDENCY INCOME TAX EXEMPTION. [REDACTED]

[REDACTED] The parties shall file 2020 income tax returns separately and be responsible for any income taxes owed. The RESPONDENT shall claim the minor child each year for income tax purposes.

SECTION XVI. REAL ESTATE. Real estate located at 5230 Grand Luxe Drive, Manhattan, Riley County, KS, is jointly owned by the parties. The legal description to said property is as follows:

Lot One (1), in Grand Luxe Addition, an Addition to the City of Manhattan, Riley County, Kansas.

The home shall be placed on the market for sale. Proceeds from the sale shall be used to pay off the first and second mortgages, with any remaining proceeds being equally divided, or the parties being equally responsible for any deficiency owed. The parties shall continue to pay bills and maintain the property as they have done while the divorce has been pending.

Jennifer L. Walker
Initials: JLV
Date: 4/1/20

Josh G. Walker
Initials: JGW
Date: 4/1/20

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

If RESPONDENT cannot transfer the funds to PETITIONER for tax free

Jennifer L. Walker
Initials: *JLW*
Date: *9/1/00*

Josh G. Walker
Initials: *JGW*
Date: *9/1/00*

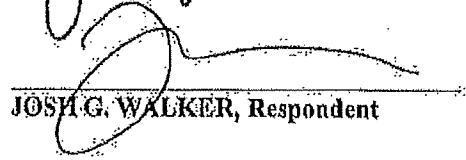
[REDACTED]

SECTION XX. DIVORCE. Should a divorce be decreed in any action or proceeding between the parties, this Agreement shall be submitted to the Court for its approval, and provisions hereof shall, if the court approves, be incorporated in, be merged with, and become a part of such decree, and shall be enforceable as a part thereof.

SECTION XXI. MODIFICATION AND BINDING EFFECT OF AGREEMENT.
The parties and their counsel attended mediation with Michael Montoya acting as the mediator. At the conclusion of the mediation the parties signed a preliminary agreement that may be used as evidence to clarify the terms further set forth herein should that clarification be necessary. Once this agreement is adopted by a Court, this Agreement shall not be modified, except by a court of competent jurisdiction. The issues of custody and child support remain under the jurisdiction of and may be modified by a court of competent jurisdiction. This Agreement shall be binding upon the parties, their respective heirs, executors, administrators and assigns.

EXECUTED on this 11th day of August 2020.


JENNIFER L. WALKER, Petitioner


JOSH G. WALKER, Respondent

Jennifer L. Walker
Initials: OW
Date: 8.11.20

Josh G. Walker
Initials: JG
Date: 8.11.20

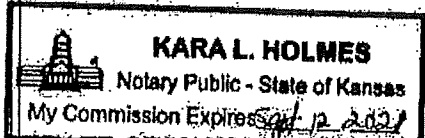
ACKNOWLEDGMENTS

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED that on this 11th day of August 2020, before me, the undersigned, a notary public in and for the state and county aforesaid, came Jennifer L. Walker, who is personally known to me to be the same person who executed the foregoing Separation, Property Settlement and Child Custody Agreement, and such person duly acknowledged the execution of the same as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Kara L. Holmes
Notary Public

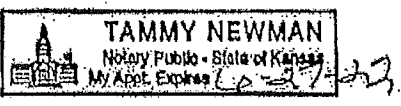


STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED that on this 7th day of AUG 2020, before me, the undersigned, a notary public in and for the state and county aforesaid, came Josh G. Walker, who is personally known to me to be the same person who executed the foregoing Separation, Property Settlement and Child Custody Agreement, and such person duly acknowledged the execution of the same as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Tammy Newman
Notary Public



Jennifer L. Walker
Initials: _____
Date: _____

Josh G. Walker
Initials: JG
Date: 8/11/20



SEPTIC SYSTEM INSPECTION RESULTS

Section: A Site: A-7 Date: August 4, 2021

Address: 112 PRAIRIE VIEW COVE

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: CAT CANS Date: 8-4-2021

Inspected By: JAMES MASTERS Date: 8-4-2021

Inspected By: _____ Date: _____

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

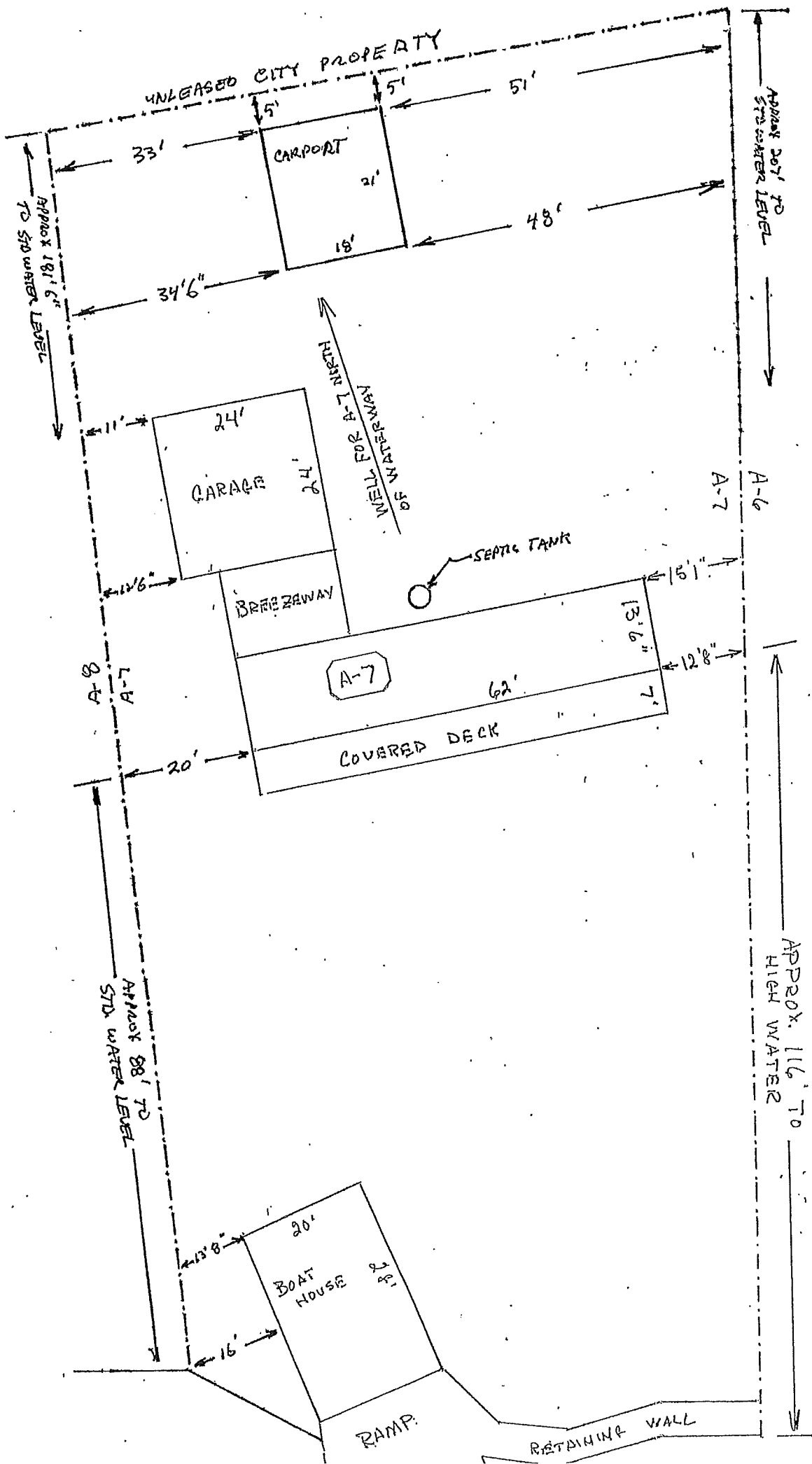
Comments:

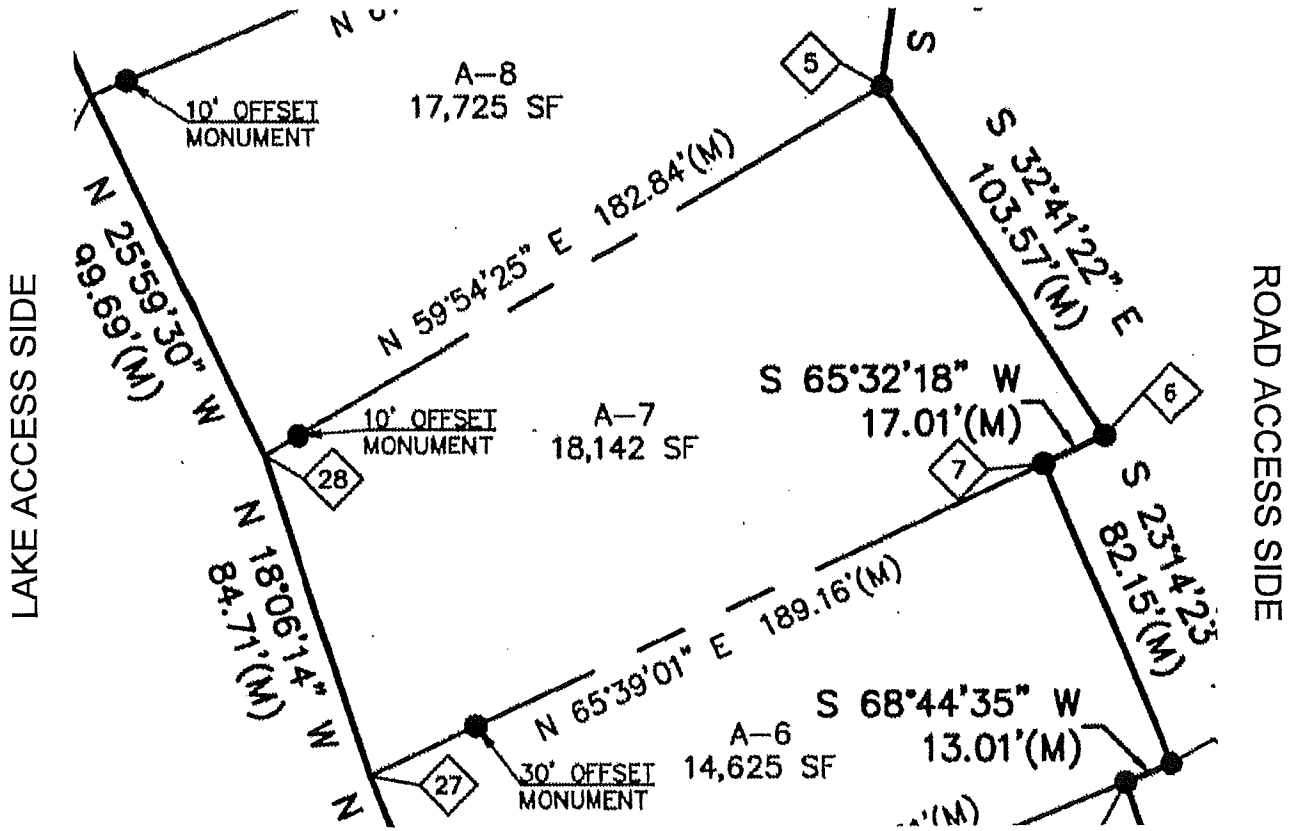
Sincerely,

James Masters
City Inspector

A-7

1 IN. = 20 FT.
DO NOT SCALE
DRAWING





BOUNDARY CORNER COORDINATES					
◇	NORTHING	EASTING	LATITUDE	LONGITUDE	
1	131393.1755	1723912.2290	N38.68510088	W96.55814861	
2	131316.9519	1723937.2513	N38.68489053	W96.55806521	
3	131336.0041	1723981.7991	N38.68494089	W96.55790812	
4	131272.6548	1724004.6849	N38.68476597	W96.55783149	
+	5	131186.9807	1723991.7377	N38.68453133	W96.55788162
+	6	131099.8152	1724047.6743	N38.68428958	W96.55789056
+	7	131092.7726	1724032.1933	N38.68427093	W96.55774518
8	131017.2836	1724064.6099	N38.68406226	W96.55763585	
9	131012.5654	1724052.4814	N38.68404964	W96.55767859	
10	130931.9353	1724081.5361	N38.68382721	W96.55758132	
11	130928.7139	1724070.4429	N38.68381885	W96.55762036	
12	130831.1419	1724103.8202	N38.68354952	W96.55750890	
13	130826.7459	1724090.4278	N38.68353804	W96.55755605	
14	130744.6240	1724107.7513	N38.68331183	W96.55749995	
15	130758.5013	1724139.8444	N38.68334852	W96.55738677	
16	130677.5310	1724212.6864	N38.68312305	W96.55713616	
17	130669.1517	1724194.5175	N38.68310084	W96.55720026	
18	130582.8363	1724241.7707	N38.68286180	W96.55703958	
19	130558.6037	1724245.2677	N38.68279512	W96.55702868	
20	130488.8273	1724075.0715	N38.68261101	W96.55762869	
21	130571.6939	1724016.0077	N38.68284109	W96.55783094	
22	130629.1049	1724110.7303	N38.68299456	W96.55749597	
23	130685.5165	1723971.8709	N38.68315550	W96.55797918	
24	130778.3608	1723943.9668	N38.68341161	W96.55807173	
25	130876.1352	1723915.2805	N38.68368129	W96.55816676	
26	130948.1328	1723887.3957	N38.68386017	W96.55826041	
+	27	131014.7832	1723859.8643	N38.68406435	W96.55835312
+	28	131095.3024	1723833.5405	N38.68428656	W96.55844083
29	131184.9092	1723789.8523	N38.68453447	W96.55858886	
30	131242.7848	1723764.3107	N38.68469447	W96.55867509	
31	131309.7351	1723741.2323	N38.68487928	W96.55875220	
STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET			LATITUDE & LONGITUDE DECIMAL DEGREES		



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

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

Police and Fire Committee Recommendation

The Police and Fire Committee recommend the City Council approve the quote from Casco for \$19,703.10 for replacement of worn or obsolete fire gear for the Council Grove Fire Department.



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING KANSAS

SOLD TO: Council Grove VFD 500 East Main Council Grove, KS. 66846		SHIP TO: Council Grove VFD 500 East Main Council Grove, KS. 66846	
ATTN: Brian Brown PHONE: EMAIL: brianfss@outlook.com		ATTN: Brian Brown PHONE: EMAIL: brianfss@outlook.com	

CREDIT CARD:		DIST	CUST PO NUMBER	SALES REP	SALES REP REF #	
NAME/EXP DATE				167		
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ADD	1/4/2021	QUOTE

ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		TAN CLXJ/PIONEER/DEFENDER M/GORE RT7100	\$ -	7		\$ 1,292.00	\$ 9,044.00
			\$ -			\$ -	\$ -
2		TAN CLXP/PIONEER/DEFENDER M/GORE RT7100	\$ -	7		\$ 806.00	\$ 5,642.00
			\$ -			\$ -	\$ -
3		Per Letter Cost for CGFD and Fire Fighters name	\$ -	73		\$ 1.70	\$ 124.10
			\$ -			\$ -	\$ -
4		Cairns 1044 W/NFPA Complaint Bourkes, Black, Deluxe Leather W/ Crown Pad, Yellow Nomex Earlap, Nomex Chinstrap W/ Quick Release & Postman Slide, Lime/Yellow Reflexite, 6" Carved Brass Eagle, C-TRD-71M411221A00	\$ -	7		\$ 294.00	\$ 2,058.00
			\$ -			\$ -	\$ -
5		Globe Shadow XF 14" Pull-on Boot, 1501420	\$ -	7		\$ 405.00	\$ 2,835.00
			\$ -			\$ -	\$ -
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			\$ -			\$ -	\$ -
		Quote does not include shipping fees.	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -

ADDITIONAL COMMENTS BELOW			DIST TOTAL: \$	-	Subtotal	\$	19,703.10
					ADD	Tax	\$ -
						Freight	\$ -
					TOTAL	\$	19,703.10

	2022 CGFD Structural PPE Replacement	Each	Total
7	Tan CLX Jacket/Pioneer/Defender M/Gore RT 1700	\$1,292.00	\$9,044.00
7	Tan CLX Pant/Pioneer/Defender M/Gore RT 1700	\$806.00	\$5,642.00
7	Cairns Fire Helmets	\$294.00	\$2,058.00
7	Globe Shadow XF 14 ' Boot	\$405.00	\$2,835.00
73	Per Letter Cost for CGFD and FF's Name	\$1.70	\$124.10
TOTAL			\$19,703.10



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

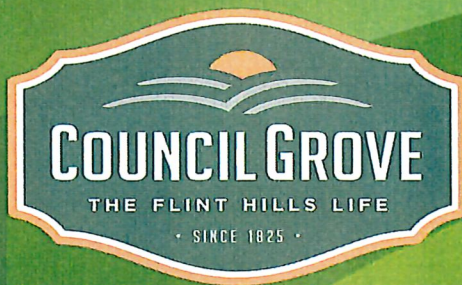
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Police and Fire Committee Recommendation

The Police and Fire Committee recommend promoting Viktor Massie from Class B Officer to Class A Officer at a payrate of \$18.32 an hour. Officer Massie has successfully completed his 6 month probationary period and has proven to be very proactive and developed relationships with the public.

COUNCIL GROVE POLICE DEPARTMENT

P33



Chief Shawn Wangerin
205 North Union
Council Grove, KS 66846
(620) 767-5200

Officer Viktor Massie began his full-time employment for the Council Grove Police Department on July 21st, 2021. Officer Massie attended the Kansas Law Enforcement Training center and graduated in November of 2021. Since Officer Massie has been back from the academy, he has proven to be an extremely proactive police officer. He has conducted numerous traffic stops on a regular basis and has made multiple arrests since that time. In addition to that, he has made part of his routine to stop into the hospital, nursing home and the Council Grove Jr./Sr. High school to check on the employees and students, and in the process has built a rapport with these citizens. I therefore request that Officer Viktor Massie be promoted to a class A officer at a starting pay of \$18.32/hr.

A handwritten signature in black ink, appearing to read "Shawn Wangerin". The signature is fluid and cursive, written in a professional style.