



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

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

**City Council Agenda
December 20, 2022
5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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 – 3
- Appropriations:
- Lake Cabin Transfer: N/A
- License to sell Cereal Malt Beverages – Rays Apple Market Pages 4 - 9
- License to sell Cereal Malt Beverages – Pizza Hut Pages 10 - 14
- License to sell Cereal Malt Beverages - Saddle Rock Café Pages 15 - 22
- License to sell Cereal Malt Beverage for off premises consumption – Saddle Rock Café

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

- N/A

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

- City Lake Plat Proposal – Kaw Valley Engineering Pages 23 - 32

Motion:	Seconded:	Action:	Abstention:	Este. Cost:
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- Committee Appointments Discussion: Mayor Schwerdtfeger

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

Adjournment:

City Council Meeting Minutes
December 1, 2022

WELCOME AND CALL TO ORDER

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Sean Honer, Sharon Haun, and Denise Hartman, Larry Siegrist, Mark Berner (Late), also present was City Administrator Nick Jones and City Attorney Brian Henderson. Others attending were Jan Sciacca, Angie Schwerdtfeger, Deidra Knight, Johnny Messer.

PLEDGE OF ALLEGIANCE

INVOCATION

Johnny Messer

PUBLIC COMMENT PERIOD

N/A

CONSENT AGENDA

Councilperson Jason Booker made a motion to approve the Consent Agenda as presented in the packet. Councilperson Sean Honer seconded the motion. Motion Carried 5 – 0. The consent agenda consisted of:

- November 15, 2022, Minutes
- November 15, 2022, to Current Appropriations.
- Cabin Transfer: E-15

OLD BUSINESS

- N/A

NEW BUSINESS

- **Outstanding Checks Resolution #120622-01**
City Attorney Brian Henderson presented Resolution #120622-01 to the City Council. City Attorney Henderson said that K.S.A 10-816 provides a procedure to cancel warrants Issued against the City Treasurer. City Attorney Henderson said in his opinion that the Council should pass the resolution. After discussion Councilperson Sean Honer made a motion to pass Resolution #120622-01. The motion was seconded by Councilperson Sharon Haun. Motion passed 5 – 0
- **GAAP Waiver: Resolution #120622-02**
City Administrator Nick Jones presented Resolution #120622-02 to the City Council. Administrator Jones said that K.S.A 75-1120 allows the city to wave generally accepted accounting principles. After discussion Councilperson Jason Booker made a motion to approve GAAP Waiver Resolution #120622-02. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No. 16

DEALER'S RETAIL LICENSE

From January 1st, 2023 To December 31, 2023
Month Day Year Month Day Year

To All Whom It May Concern:
License is hereby granted to Ray's Apple Market to sell at

CEREAL MALT BEVERAGES

NOT for consumption on the premises
(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 115 E Main
(Give exact location, with street number, if any.)
in the City of Council Grove in Morris County, Kansas,

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

This License will expire December 31, 2023, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.



Given under our hands and the corporate seal of said City, this 20th

day of December, 2022
Countersigned:

[Signature] Mayor
[Signature] City Clerk

City Treasurer.

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Council Grove, Kansas 2023

SECTION 1 - LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-48-0939268F-02

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation <u>Floersch IGA, Inc</u>		FEIN	
Corporation Street Address <u>722 W. Crawford</u>	Corporation City <u>Clay Center</u>	State <u>KS</u>	Zip Code <u>67432</u>
Date of Incorporation <u>July 1982</u>	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name <u>Michael Floersch</u>	Phone No. <u>785 632 2168</u>		
Residence Street Address <u>722 W. Crawford</u>	City <u>Clay Center</u>	State <u>KS</u>	Zip Code <u>67432</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Ray's Apple Market #444</u>	Name		
Business Location Address <u>115 E. Main</u>	Address		
City <u>Council Grove</u> State <u>KS</u> Zip <u>66846</u>	City	State	Zip
Email Address(s) Please separate values with a comma.			
Business Phone No. <u>620 767 5219</u>	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) <u>Michael Floersch</u>			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name <u>Michael Floersch</u>	Position <u>owner</u>	Date of Birth <u>1-13-52</u>
Residence Street Address <u>1589 Navajo Road</u>	City <u>Clay Center</u> State <u>KS</u>	Zip Code <u>67432</u>
Spouse Name <u>Nelda Floersch</u>	Position <u>Secretary</u>	Date of Birth <u>4-10-52</u>
Residence Street Address <u>1589 Navajo Road</u>	City <u>Clay Center</u> State <u>KS</u>	Zip Code <u>67432</u>
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Age
Residence Street Address	City	State
Zip Code		
Name	Position	Date of Birth
Residence Street Address	City	State
Zip Code		
Spouse Name	Position	Age
Residence Street Address	City	State
Zip Code		

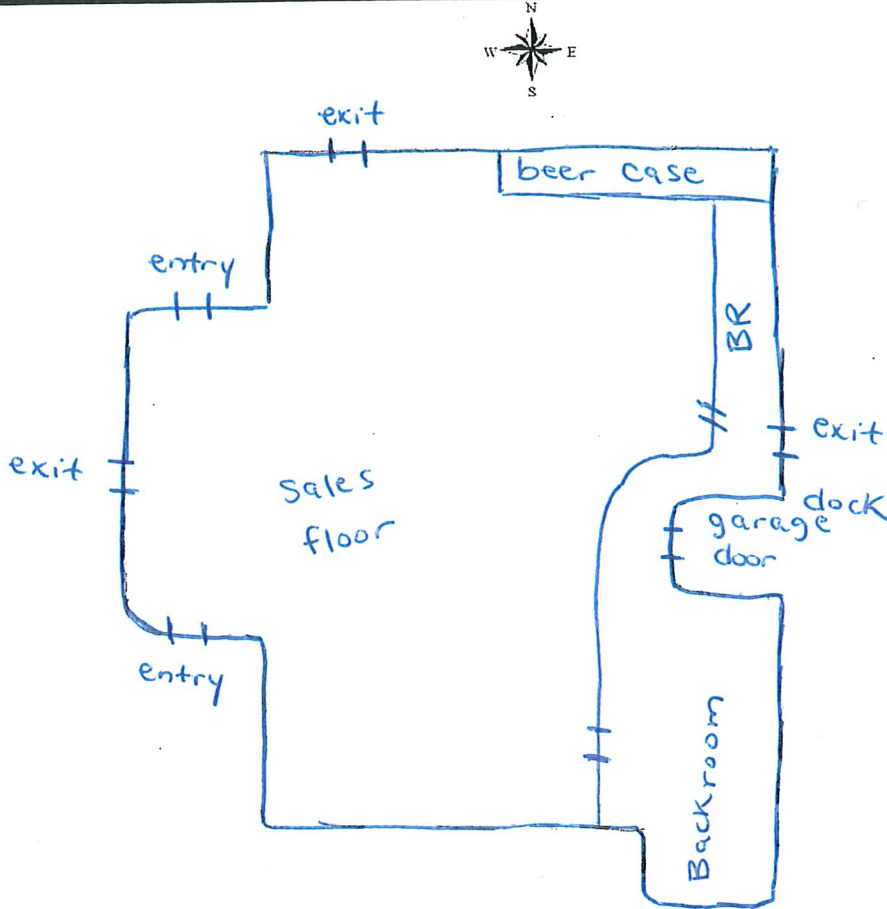
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)			
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
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Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name <i>Kelly Gant</i>	Phone No. <i>785 630 0488</i>	Date of Birth <i>5-4-61</i>
Residence Street Address <i>106 Lakeside Drive</i>	City and State <i>Council Grove KS</i>	Zip Code <i>66846</i>
Manager or Agent Spousal Information*		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code
SECTION 6 – QUALIFICATIONS FOR LICENSURE		
Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the person identified in Section 5 currently a resident of Kansas*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons identified in Sections 4 & 5 are at least 21 years old*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
All persons in Sections 4 & 5 have been a Kansas resident for at least <i>61</i> years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SECTION 7 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 - LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Michael Porsch DATE 11-22-2022

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date _____

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Clear Form

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee \$125.00

No. 4

DEALER'S RETAIL LICENSE

From January 1, 2023 To December 31, 2023
Month Day Year Month Day Year

To All Whom It May Concern:
License is hereby granted to Pizza Hut to sell at retail

CEREAL MALT BEVERAGES

For consumption on the premises
(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 15 Union Street
(Give exact location, with street number, if any.)
in Morris County, Kansas,

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

This License will expire December 31, 2023, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.



Given under our hands and the corporate seal of said City, this 20th

day of December 2022
Countersigned: _____ Mayor

City Treasurer City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Council Grove

SECTION 1 – LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):		004-931034319 F-01	
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application)			
Name of Corporation PH North, INC		FEIN 93-1034319	
Corporation Street Address 3048 West Stolley Park Rd		Corporation City Grand Island	State NE Zip Code 68801
Date of Incorporation 6/7/1990		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Quincy Krase		Phone No. 620-241-0303	
Residence Street Address 916 24th Ave		City Galva	State KS Zip Code 67443
SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Pizza Hut		Name Staab Management Company	
Business Location Address 15 Union St		Address PO Box 1866	
City Coucil Grove, KS 66846	State KS	City Grand Island, NE 68802	State NE Zip 68802
Email Address(s) Please separate values with a comma. kabraham@staabmgt.com			
Business Phone No. 620-767-5000		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) David Wayne Staab			
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name David Wayne Staab		Position President	
Residence Street Address 3103 Brentwood Blvd		City Grand Island	Date of Birth 7/10/1964 State NE Zip Code 68801
Spouse Name Jill Krista Staab		Position	
Residence Street Address 3103 Brentwood Blvd		City Grand Island	Date of Birth 11/4/1965 State NE Zip Code 68801
Name Michael Gerard Staab		Position Vice President	
Residence Street Address 1001 S 112th		City Lincoln	Date of Birth 10/22/1965 State NE Zip Code 68506
Spouse Name Susan Kiel Staab		Position	
Residence Street Address 1001 S 112th		City Lincoln	Age 8/3/1966 State NE Zip Code 68506
Name Curtis William Staab		Position Secretary	
Residence Street Address 5800 S 114th		City Lincoln	Date of Birth 9/22/1970 State NE Zip Code 68521
Spouse Name Lisa Marie Staab		Position	
Residence Street Address 5800 S 114th		City Lincoln	Age 1/19/1970 State NE Zip Code 68521

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)			
Name	Gary Tomas Staab	Position	Officer
Residence Street Address	20813 Jesse James Farm Rd	City	Kearney
Spouse Name	Lissi Lynne Staab	State	MO
Residence Street Address	20813 Jesse James Farm Rd	City	Kearney
Position		State	MO
Date of Birth	6/20/1967	Zip Code	64060
Name		Position	
Residence Street Address		City	
Spouse Name		State	
Residence Street Address		City	
Position		State	
Date of Birth		Zip Code	
Name		Position	
Residence Street Address		City	
Spouse Name		State	
Residence Street Address		City	
Position		State	
Date of Birth		Zip Code	
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Date of Birth		Zip Code	
Name		Position	
Residence Street Address		City	
Spouse Name		State	
Residence Street Address		City	
Position		State	
Date of Birth		Zip Code	

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name Sadie Cooper	Phone No. 620-381-0423	Date of Birth 2/22/1971
Residence Street Address 126 Pearl St	City and State Cottonwood Falls, KS	Zip Code 66845
Manager or Agent Spousal Information*		
Spouse Name Jeffrey Cooper	Phone No. 620-381-0423	Date of Birth 1/9/1973
Residence Street Address 126 Pearl St	City and State Cottonwood Falls, KS	Zip Code 66845
SECTION 6 – QUALIFICATIONS FOR LICENSURE		
Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.		
Are all persons identified in Sections 4 & 5 Citizens of the United States*?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the person identified in Section 5 currently a resident of Kansas*?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old*?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons in Sections 4 & 5 have been a Kansas resident for at least 5 years prior to submitting this application.**		
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SECTION 7 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



See Attachment

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *[Signature]* DATE 12.8.22

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date _____

Background Investigation Completed Date _____ Qualified Disqualified

Verified applicant has registered with the TTb as an Alcohol Dealer

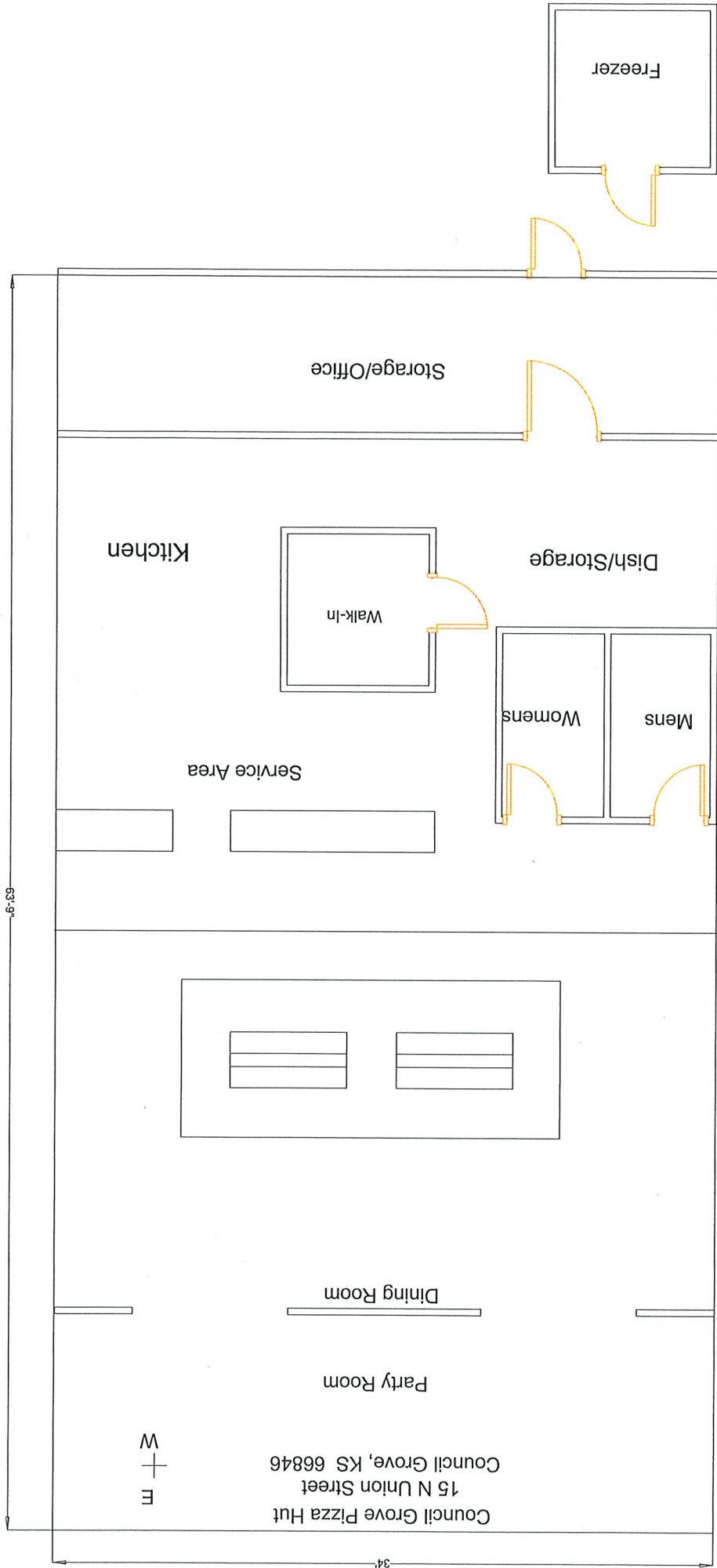
New License Approved Valid From Date _____ to _____ By: _____

License Renewed Valid From Date _____ to _____ By: _____

Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)



Council Grove Pizza Hut
 15 N Union Street
 Council Grove, KS 66846

W
 +
 E

63'-9"

34'

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee \$50.00

No. 17

DEALER'S RETAIL LICENSE

From January 1st, 2023 To December 31, 2023
Month Day Year Month Day Year

To All Whom It May Concern:
License is hereby granted to Saddlerock Cafe to sell at retail

CEREAL MALT BEVERAGES

FOR OFF PREMISE CONSUMPTION

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)
at 15 S. 6th

in the City of Council Grove in Morris County, Kansas,

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

This License will expire December 31, 2023, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.



Given under our hands and the corporate seal of said City, this 20th

day of December, 2022
Countersigned:

[Signature] Mayor.
[Signature] City Clerk.

City Treasurer.

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee \$125.00

No. 6

DEALER'S RETAIL LICENSE

From January 01, 2023
Month Day Year

To December 31, 2023
Month Day Year

To All Whom It May Concern:

License is hereby granted to Saddlerock Cafe to sell at retail

CEREAL MALT BEVERAGES

For consumption on the premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 15 S. 6th

(Give exact location, with street number, if any.)

in the City of Council Grove in Morris County, Kansas,

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

This License will expire December 31, 2023, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.



Given under our hands and the corporate seal of said City, this 20th

day of December 2022

Countersigned:

Mayor.

Phil Jones
City Clerk.

City Treasurer.

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Council Grove

SECTION 1 - LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 81-0933416

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation <u>SADDLEROCK INC</u>		Principal Place of Business <u>15 S 6th</u>	
Corporation Street Address <u>1564 S 700 RD</u>		Corporation City <u>Council Grove</u>	State <u>KS</u>
Date of Incorporation <u>12-28-2015</u>		Zip Code <u>66846</u>	
Resident Agent Name <u>SADDLEROCK INC.</u>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Residence Street Address <u>1564 S 700 RD</u>		Phone No. <u>785 466 1327</u>	
		City <u>Council Grove</u>	State <u>KS</u>
		Zip Code <u>66846</u>	

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>SADDLEROCK</u>	Name
Business Location Address <u>15 S 6th</u>	Address
City <u>Council Grove</u> State <u>KS</u> Zip <u>66846</u>	City State Zip
Business Phone No. <u>620-767-9000</u>	<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s) <u>BLUE BUILDING LLC.</u>	

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name <u>MARSHIA Seymour</u>	Position <u>President</u>	Date of Birth	
Residence Street Address <u>1564 S 700 RD</u>	City <u>Council Grove</u>	State <u>KS</u>	Zip Code <u>66846</u>
Spouse Name <u>SEE Below</u>	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Name <u>Michael Seymour</u>	Position <u>Sec.</u>	Date of Birth	
Residence Street Address <u>1564 S 700 RD</u>	City <u>Council Grove</u>	State <u>KS</u>	Zip Code <u>66846</u>
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code

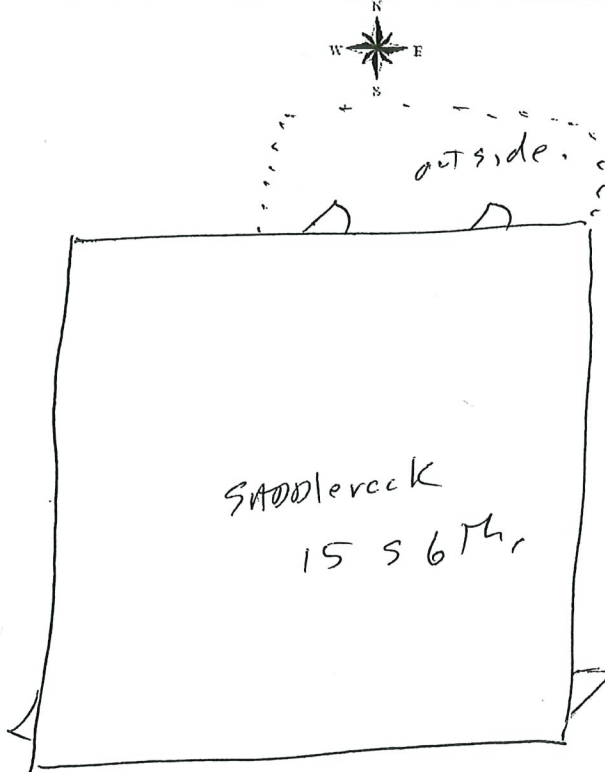
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)			
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information*		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
SECTION 6 – QUALIFICATIONS FOR LICENSURE		
<p>Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:</p> <p>(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:</p> <p>(1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 7 – DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Maura Simon DATE 12-8-2022

FOR CITY/COUNTY OFFICE USE ONLY:

- License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)
- \$25 CMB Stamp Fee Received Date _____
- Background Investigation Completed Date _____ Qualified Disqualified
- Verified applicant has registered with the TTB as an Alcohol Dealer
- New License Approved Valid From Date _____ to _____ By: _____
- License Renewed Valid From Date _____ to _____ By: _____
- Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), by and between **City of Council Grove**, located at **205 N. Union Street, Council Grove, Kansas 66846**, ("Client"), and **Kaw Valley Engineering, Inc.**, located at **2319 N. Jackson Street, Junction City, Kansas 66441**, ("KVE");

WHEREAS, Client intends to **replat the Council Grove Lake Park** located at **1205 Lake Road, Council Grove, Kansas 66846** (the "Project").

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that KVE shall provide the following services for the Client as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Scope of Services. Upon execution of this Agreement, KVE shall provide the following services (collectively, the "Services"):

Surveying Scope:

1. Platting per provided requirements.

1.02 Change in Scope. In the event there are changes in design criteria and/or geometrics that could not be anticipated by the Client or KVE, the scope of the Project and the Services could vary. If such conditions are encountered, KVE shall notify the Client and provide a revised scope of services.

ARTICLE II – CLIENT'S RESPONSIBILITIES

2.01 Client's Responsibilities. Client shall be responsible for, and KVE may rely upon, the accuracy and completeness, of Client's actions concerning the following in providing KVE's Services:

- A. Provide KVE with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, conditions and related documents for KVE to include in the bidding documents, when applicable.
- B. Furnish to KVE any other available information pertinent to the Project, including reports and data relative to previous designs, or investigations at or adjacent to the Project site.
- C. Give prompt written notice to KVE whenever Client observes or otherwise becomes aware of any conditions involving hazardous materials as defined herein or of any development that affects the scope or time of performance of KVE's services, or any nonconformance in KVE's Services or in the work of any other contractor on the Project.
- D. Arrange for the safe access to and make all provisions for KVE and KVE's employees and agents to enter upon public and private property as required for KVE to perform its Services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by KVE for the Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- F. Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by KVE and such reviews, approvals and consents from others as may be necessary for completion of each phase of the Project.
- G. The Client shall promptly report to KVE any defects or suspected defects in KVE's Services of which the Client becomes aware, so that KVE may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all Client contracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify KVE shall relieve KVE of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

ARTICLE III – BILLING AND PAYMENT

3.01 Method of Payment for Services of KVE.

- A. **For Basic Services.** The Client shall pay KVE for Basic Services according to the following schedule per scope item, plus Reimbursable Expenses, as set forth in the Standard Hourly Rate Schedule attached hereto as Exhibit A and incorporated herein by reference:

Surveying Fees.

1. Platting per provided requirements \$39,940.00

Total Lump Sum Fees.....\$39,940.00

- B. **For Additional Services.** Client acknowledges and agrees that any Additional Services are not included as part of the Services and shall be paid for by the Client in addition to payment for the Services. The Client shall pay KVE for Additional Services performed in accordance with the Standard Hourly Rate Schedule attached hereto as Exhibit A.

3.02 Payment Due. Invoices shall be submitted by KVE monthly, are due and payable upon Client's receipt and Client shall be in material default hereunder if such amount in an invoice is not paid within thirty (30) calendar days of the invoice date.

3.03 Retainer. Client shall make an initial payment of \$0.00 as a retainer, upon Client's execution of this Agreement. Upon receipt of this retainer payment, KVE shall commence the Services as provided for under this Agreement. The retainer shall be held by KVE and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, KVE shall refund the balance to Client with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due.

- 3.04 Late Fees.** If payment in full is not received by KVE within thirty (30) calendar days of an invoice date, the applicable amount due under such invoice shall bear late fees at one-and-one-half percent (1.5%) percent per month (or the maximum rate of interest permitted by law), which shall immediately accrue and be calculated from the invoice date. Any payment received from Client thereafter shall first be applied to accrued late fees and then to the unpaid amount due under the applicable outstanding invoice.
- 3.05 Disputed Invoices.** In the event of a disputed or contested invoice, Client shall promptly advise KVE in writing of the specific basis for doing so, may only withhold that portion so contested, and will pay any undisputed portion.
- 3.06 Suspension of Services.** If the Project or KVE's Services are suspended by the Client for more than thirty (30) days, either consecutively or in the aggregate, over the term of this Agreement, Client shall be liable for payment of all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client shall compensate KVE for expenses incurred as a result of the suspension and resumption of its Services, and KVE's schedule and fees for the remainder of the Project shall be equitably adjusted to account for such delay. If KVE's Services are suspended for more than ninety (90) days, either consecutively or in the aggregate, KVE may terminate this Agreement upon five (5) calendar days' written notice to the Client. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, KVE may, in its sole and absolute discretion, suspend performance of Services upon five (5) calendar days' written notice to the Client. KVE shall have no liability to the Client, and the Client agrees to make no claim, for any delay or damages as a result of such suspension caused by the Client. Upon receipt of payment in full of all outstanding amounts due from the Client, or its curing of the breach under this Agreement which caused KVE to suspend Services, KVE shall resume the Services and Client agrees that there shall be an equitable adjustment, in good faith, to the remaining Project schedule for the performance of such Services and the fees owed to KVE as a result of the suspension.
- 3.07 Payment Upon Termination.** In the event of any termination of this Agreement, KVE will be entitled to invoice the Client and Client shall immediately pay for all Services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

ARTICLE IV– GENERAL CONSIDERATIONS

4.01 Standards of Performance.

- A. The standard of care for all professional surveying/engineering and related services performed or furnished by KVE under this Agreement will be the care and skill ordinarily used by members of such engineer's/surveyor's profession practicing under similar circumstances at the same time and in the same locality. KVE makes no warranties, express or implied, under this Agreement or otherwise, in connection with KVE's Services and expressly disclaims same.
- B. While rendering services under this Agreement, KVE shall not supervise, direct, or have control over any other contractor's work performed for Client, nor shall KVE have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of any contractor to comply with applicable law to such contractor's furnishing and performing of its work on the Project.

- C. Client and KVE are aware that many factors outside KVE's control may affect KVE's ability to complete the Services to be provided under this Agreement. KVE will perform these Services with reasonable diligence and expediency consistent with sound professional practices.
- D. KVE neither guarantees the performance of any other contractor nor assumes responsibility for any contractor's failure to furnish and perform its work or services on the Project in accordance with Client's contract documents.
- E. KVE shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier associated with the Project, or of any of the contractor's agents or employees or any other persons (except KVE's own employees) at the Project site or otherwise furnishing or performing any work or material by such contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of the contract documents relating to the Project given by Client without consultations and advice of KVE.
- F. Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands and agrees that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to a contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of any other contractor's work or their adherence to the Project contract documents, and KVE's performance of testing, inspection, and observation Services hereunder shall not relieve any other subcontractor, or supplier in any way from its responsibility for defects discovered in its work or materials, or create a warranty or guarantee by KVE.

4.02 Site Safety. Neither the professional activities of KVE, nor the presence of KVE or its employees, agents and consultants at a Project site, shall relieve any other contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KVE and its personnel have no authority to exercise any control over any construction contractor or its employees, agents or subcontractors or suppliers in connection with their work or any health or safety programs or procedures. The Client agrees that the general contractor on the Project shall be solely responsible for Project site safety and warrants that this intent shall be carried out in the Client's contract with the general contractor. The Client also agrees that the Client will cause KVE, its employees, agents and consultants to be indemnified by the Client or general contractor, if any, and shall be made additional insureds under the general contractor's policies of general liability insurance to the same extent as Client.

4.03 Hazardous Materials. As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that KVE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event KVE or any other party encounters any hazardous or toxic materials, or it becomes known to KVE that such materials may be present

on or about the Project site or any adjacent areas that may affect the performance of KVE's Services, KVE may, at its sole option and without liability for consequential or any other damages, suspend performance of its Services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrants to KVE that the Project site is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless KVE, its officers, directors, stockholders, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

4.04 Authorized Project Representatives. Contemporaneous with the execution of this Agreement, KVE and Client shall designate specific individuals to act as KVE's and Client's respective representatives with respect to the services to be performed or furnished by KVE and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

4.05 Electronic Files, Deliverables, Submittals.

- A. KVE shall provide to the Client electronic drawing files. Such files shall contain plat and plan information and will be in Autocad Map compatible format. If KVE's work product exists in electronic or computerized format or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original, or may be a computer-generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents delivered by KVE under this Agreement.
- B. Any use or reuse of original or altered CADD design materials by Client, agents of Client, or other parties without the prior review and written approval of KVE shall be at the sole risk of Client. Further, Client agrees to defend, indemnify and hold KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants harmless from all claims, injuries, damages, losses, expenses and any attorney fees incurred by such indemnified parties arising out of the unauthorized use, re-use, or modification of these materials.
- C. Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, KVE shall submit to Client any deliverables which have been contractually agreed to on electronic media. Client shall have thirty (30) days to inspect such deliverables and notify KVE of any irregularities in the deliverables. KVE will correct any such irregularities detected by Client in order to complete the design in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, KVE shall submit a final set of sealed documents, and any additional services to be performed by KVE relative to the submitted electronic materials shall be considered additional work and shall be approved by Client prior to commencing such effort.

D. CADD submittals to or on behalf of Client will be prepared using Autocad Map and shall be considered within the Scope of Services in the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered additional work, and shall be approved by Client prior to commencing such effort.

4.06 Opinions of Probable Cost. KVE's opinions of Probable Cost (if any) are to be made based on KVE's experience and qualifications and represent KVE's good judgement as an experienced and qualified professional generally familiar with the industry. Client acknowledges and agrees that since KVE has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, KVE cannot and does not guarantee that proposals, bids, or actual construction costs for the Project will not vary from opinions of any Probable Cost prepared by KVE. Client acknowledges and agrees that if it desires greater assurance as to any Probable Cost, Client will employ an independent cost estimator as provided in Section 2.01.E. provided above.

4.07 Use of Documents.

- A. The parties agree that all KVE documents furnished by KVE to Client (the "Documents") are instruments of service. KVE shall retain an ownership and property interest therein (including the right of reuse at the discretion of KVE) whether or not the Project is completed.
- B. Copies of Documents that may be relied upon by the Client are limited to the printed copies (also known as "hard-copies") that are signed and sealed by KVE. Files in electronic media format of text, data, graphics, or of other types that are furnished by KVE to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days of receipt, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. KVE shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.
- D. KVE makes no representations or warranties when transferring any Documents in electronic media format, as to their compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by KVE at the beginning of the Project.
- E. Client may make and retain copies of Documents for information and reference in connection with use on this specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extension of the Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by KVE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to KVE or to KVE's Consultants. Client shall indemnify and hold harmless KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

- F. If there is a discrepancy between the electronic files and the hard copies of the Documents, the hard copies govern.
- G. Any verification or adaptation of the Documents for extensions of the Project for which they were prepared or for any other project will entitle KVE to further compensation at rates to be agreed upon by Client and KVE.

4.08 Insurance.

- A. KVE shall procure and maintain insurance as set forth in Exhibit B, SAMPLE Acord 25 – Certificate of Liability Insurance. KVE shall cause Client to be listed as an additional insured on any applicable general liability and automobile liability insurance policies carried by KVE.
- B. KVE shall deliver to Client certificate(s) of insurance evidencing the coverage indicated in Exhibit B. Such certificate(s) shall be furnished prior to commencement of KVE's services and at renewals thereafter during the life of the Agreement.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be cancelled until at least thirty (30) days' prior written notice has been given to Client.

- 4.09 Delays.** The Client agrees that KVE is not responsible for damages arising directly or indirectly from any delays for causes beyond KVE's direct control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or Client's contractors, subcontractors, suppliers, agents or consultants; or discovery of any hazardous materials or differing site conditions at the Project.

In addition, if the delays resulting from any such causes increase the cost or time required by KVE to perform its Services in an orderly and efficient manner, KVE shall be entitled to an equitable adjustment in schedule and/or compensation as determined in good faith between the parties.

- 4.10 Termination For Cause.** This Agreement may be terminated for cause by either party upon 30 days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the defaulting party through no fault of the terminating party. If this Agreement is so terminated, KVE shall be paid for all Services performed up to the effective date of termination.

- 4.11 Controlling Law.** The Client and KVE agree that this Agreement will be deemed to have been executed and delivered in the State of Kansas and will be governed by the laws of the State of Kansas (without regard to its conflict of laws' provision). Any action between the Client and KVE arising out of this Agreement or the performance of the Services shall exclusively and properly lie, and must be brought, in a state court of competent jurisdiction in the State of Kansas and the parties hereby consent to the exclusive jurisdiction and venue of such state courts.

4.12 Dispute Resolution.

- A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to create a lien upon the real estate on which the Project is located and the Services furnished to enforce KVE's mechanic's lien rights and remedies available to it under applicable law.
- B. The prevailing party to any litigation will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

4.13 Exclusion of Special, Incidental, Indirect and Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, KVE and its officers, directors, stockholders, employees, contractors, agents and consultants shall be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect or consequential damages whatsoever arising out of or connected in any way to the Project or to this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of KVE or its officers, directors, stockholders, members, partners, agents, employees. This waiver shall include, but is not limited to, loss of use of the Property or any improvements thereon, loss of profit, loss of business, loss of income, loss of reputation or any other similar damages that Client or anyone claiming by, through or under Client may assert.

4.14 No Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KVE. KVE's Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against KVE because of this Agreement or the performance or nonperformance of services hereunder. The Client and KVE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

4.15 Indemnification. Subject to the terms of this Agreement, KVE agrees to indemnify and hold harmless the Client and its designated representatives from and against any and all direct and actual loss, cost, damage or expense, including reasonable attorneys' fees, to the extent such loss, cost, damage or expense solely arises out of and is caused by the negligent performance of the Services under this Agreement. KVE shall not be obligated to indemnify Client or its designated representatives in any manner whatsoever for the negligence or alleged negligence of Client or any other party over whom KVE has no right of control.

4.16 Betterment. If due to KVE's negligence, a required item or component of the Project is omitted from KVE's construction documents, KVE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will KVE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

- 4.17 Notices.** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by facsimile; registered, certified, express or regular U.S. mail; or by courier service to the address (or facsimile number) listed in this Agreement. All notices shall be deemed delivered upon the date of receipt by any of the methods specified above to the address or fax number of the recipient listed in this Agreement. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
- 4.18 Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants customarily engaged by KVE shall be considered a permitted assignment for purposes of this Agreement.
- 4.19 Survival.** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 4.20 Severability.** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and KVE, who agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.21 Successors, Assigns, and Beneficiaries.** The Client and KVE each bind itself and his partners, successors, executor, administrators and permitted assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 4.22 Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 4.23 Statutes of Repose and Limitation.** The parties agree that all legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run upon the cessation of the KVE's Services, whether completed or terminated as provided herein.

ARTICLE V – AUTHORIZATION TO PROCEED

- 5.01 Authorization to Proceed.** By the timely execution and dating of this Agreement, Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all Exhibits, and authorizes KVE to proceed with the Services. In the event Client is not the owner of the Project, Client represents that Client is the duly authorized agent of owner and has obtained the appropriate consent of such owner for KVE to proceed with its Services.

ARTICLE VI – ENTIRE AGREEMENT

6.01 Entire Agreement. This Agreement, comprising pages 1 through 10, Standard Hourly Rate Sheet and Exhibit B, is the entire Agreement between the Client and KVE. It supersedes all prior communications, understandings and agreements, whether oral or written. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date below written.

KVE

CLIENT

Kaw Valley Engineering, Inc.

City of Council Grove

By: 

By: _____

Title: Chris Sederlin
Project Manager

Title: Nick Jones
City Administrator

Date: 12-05-2022

Date: _____

Address for Giving Notice:
Kaw Valley Engineering, Inc.

Address for Giving Notices:
City of Council Grove

2319 N. Jackson Street

205 N. Union Street

Junction City, Kansas 66441

PO Box 313

Council Grove, Kansas 66846

Authorized Project Representative:

Authorized Project Representative:

Name: Chris Sederlin

Name: Nick Jones

Title: Project Manager

Title: City Administrator

Phone: (785) 762-5040

Phone: (620) 767-5417

Fax: (785) 762-7744

Fax: (620) 767-6749

Email: sederlin@kveng.com

Email: cityadministrator@cityofcouncilgrove.com

Accounting / Accounts Payable:

Email: _____

(Email address where invoices can be sent electronically)



This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

2022 Standard Hourly Rate Schedule

Design Services

Principal	\$200.00
Project Manager	185.00
Structural Engineer	170.00
Senior Design Engineer	170.00
Design Engineer	145.00
Intern Engineer	115.00
Senior CADD Technician	110.00
CADD Technician	95.00
Administrative Assistant	65.00

Surveying Services

Project Manager / Survey Manager	\$135.00
Professional Land Surveyor / Department Supervisor	125.00
Survey Research and Computations	100.00
1 - Person Survey Crew with Standard Equipment	125.00
2 - Person Survey Crew with Standard Equipment	160.00
Senior CADD Technician	110.00
CADD Technician	95.00
GNSS Equipment	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning	45.00
GeoSLAM 3D LiDAR Scanning	55.00
UAS Drone Service	150.00
ATV Equipment	150.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$105.00
Geotechnical Engineer	165.00
Materials Engineer	160.00
Registered Geologist	100.00
Truck-Mounted Drill Rig with Crew	200.00
ATV-Mounted Drill Rig with Crew	225.00
Engineer Technician	75.00
Senior Engineer Technician	85.00
Non-Destructive Testing Technician	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	7.00 / sheet
Bond	2.50 / sheet
8½" x 11" (Black & White)	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color)	1.50 / sheet
11" x 17" (Color)	2.50 / sheet
Large Media	10.50 / sq. ft.

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$0.585 / mile
Vehicle Mileage (Drill Rig)	\$5.00 / mile

Hourly Rate Sheet 2022.docx.

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040 ▪ Fax: 785-762-7744
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858 ▪ Fax: 816-468-6651
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150 ▪ Fax: 913-894-5977
 742 Duvall Ave. ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400 ▪ Fax: 785-823-3411
 20 East Fifth Ave ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Kansas City 9393 W. 110th Street Suite 600 Overland Park KS 66210	CONTACT NAME: IMA Wichita Team PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No): E-MAIL ADDRESS: certs@imacorp.com														
License#: PC-1210733 KAWWALL-01	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Cincinnati Insurance Company	10677	INSURER B: Continental Casualty Company	20443	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 458427021** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ENP0538086	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			ENP0538086	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENP0538086	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC0538227	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Professional and Pollution Liability			AEH591941888	8/8/2020	8/8/2021	Each Claim \$3,000,000 Aggregate \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability Coverage includes Contractual Liability – Railroads and Coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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