

File

CITY OF SILVER LAKE COUNCIL MEETING

CITY HALL

November 20, 2023

5:30 P.M.

ORDER OF BUSINESS MEETING

Pledge of Allegiance

Public Comments

Minutes

Appropriation Ordinance

Business Items:

1. 2024 Silver Lake After-Prom Donation Request
2. 2024 Water/Sewer Rate Review
3. Backhoe Trade-In/2024 UTV Purchase
4. Public Works Assistant Salary Review Ordinance
5. 2024 Salary Ordinance

****PLEASE NOTE: This agenda is subject to additions or changes as may be necessary.

DRAFT
City of Silver Lake
Regular Session Minutes
Monday, November 6, 2023

The Governing Body of the City of Silver Lake met in regular session at City Hall on Monday evening November 6, 2023, with Mayor Mack Smith conducting the meeting and the following Councilmembers present: Brad Bryant, Jake Fisher, Steve Pegram, Heath Robinson, and Larry Ross (5). Absent: None(0). Also present were Public Works Superintendent Cary Deiter, Police Chief Marc McCune, City Clerk Liz Steckel, and Assistant Clerk Marie Beam.

During public comment Amber Jackson from the Silver Lake Community Food Bank announced that their food bank is open on the 1st and 3rd Saturdays of each month. She mentioned that the Food Bank relies entirely on community contributions and expressed their willingness to accept ARPA Fund donations if the City is seeking places to allocate those funds. Mrs. Jackson informed the Council about her new Facebook Page, with aspirations of becoming a newspaper. She inquired about any existing ordinances regarding newspaper delivery within the city. City Attorney Luckman clarified that there are currently no such ordinances in place.

A motion was made by Councilmember Pegram to approve the Regular Meeting minutes of the October 16, 2023 meeting as amended. The motion was seconded by Councilmember Bryant and carried.

Councilmember Bryant presented the monthly financial report.

Claim vouchers in the amount of 20375.35 dollars were submitted to the Council for appropriation. An Ordinance entitled "An Ordinance Appropriating Money to Pay Certain Claims" was introduced. A motion was made by Councilmember Ross and seconded by Councilmember Bryant that said Ordinance be accepted as read and was then placed on final passage by a roll call vote: AYE: Brad Bryant, Jake Fisher, Steve Pegram, Heath Robinson, and Larry Ross.(5) NAY: None. With no further discussion the Ordinance was declared passed and was given No. 2585.

Mayor Mack Smith presented the quarterly financial report to Council, which was prepared by City Clerk Steckel.

Councilmember Ross made a motion to pass an ordinance adopting the 2023 City of Silver Lake Code Book. The motion was seconded by Councilmember Fisher and was then placed on final passage by a roll call vote: AYE: Brad Bryant, Jake Fisher, Steve Pegram, Heath Robinson, and Larry Ross. (5). NAY: None(0). With no further discussion the Ordinance was declared passed and was given No. 2586.

Cheryl Workman, residing at 304 Mercury, was present to express concerns about the increase in her sewer bill over the past 11 months. Mayor Smith clarified that rates were stable for an extended period, and last year's adjustment aimed to catch up for necessary revenue in the water department. City Clerk Steckel highlighted the current correlation between water and sewer usage. For example, if 2,000 gallons of water are used, the sewer bill reflects the same. Bob Pfannenstiel, owner of Silver Lake Car Wash requested a flow meter, emphasizing low water usage. City Attorney Luckman said the City would not have the resources to install flow meters, clarifying that water consumption determines the sewer rate.

Water and sewer rates for 2024 were discussed. Public Works Superintendent Cary Deiter, a lifelong resident, expressed his personal opinion that it might not be advisable to raise rates at this time, considering public sentiment. Councilmember Fisher motioned to table the 2024 Rate Discussion until the next meeting. He highlighted the upcoming vote on the 1% local sales tax in Silver Lake and encouraged residents to consider this when casting their ballots. Fisher emphasized that this is an opportunity for residents to share some of the burden of expenses with visitors. The motion was seconded by Councilmember Ross and carried.

Public Works Superintendent Deiter reiterated the need for a Utility Vehicle (UTV). Heritage Tractor has revised their trade-in offer for the City's Backhoe to 12,000.00 dollars from the previous 14,000.00 dollars. Deiter mentioned receiving offers from the public, but none matching Heritage Tractor's offer. The backhoe's current condition includes rust on the bucket, and various leaks, with the positive aspect being low motor hours. The City has allocated funds for the UTV purchase in 2024. City Attorney Luckman suggested exploring non-binding wording to facilitate an earlier purchase. Deiter emphasized the urgency, expressing a desire to order the UTV promptly due to uncertainties about stock availability. Mayor Smith advised caution. City Attorney Luckman was directed by the Council to communicate with Heritage Tractor to investigate the feasibility of using wording that would allow the purchase to proceed earlier than the initially budgeted 2024 timeframe.

A motion was made by Councilmember Fisher to purchase a new fire hydrant to replace one that was broken in an auto accident for an amount not to exceed 7,200.00 dollars. The motion was seconded by Councilmember Pegram and carried.

Tanya Negonsott-Rodvelt, caregiver of a resident at 308 Chestnut, was present to raise concerns about a two-week period without heat and hot water at the apartments, attributing the issue to the property management company, PMI Management Group. Residents faced challenges during freezing temperatures, resorting to leaving for showers and meals. The management allegedly blamed the City for gas service issues. City Attorney Luckman clarified no official City action has been taken.

Mrs. Negonsott-Rodvelt reported notifying the property owner, who seemed concerned. As of Friday night, hot water was restored. Mr. Luckman recommended that she explore K.S.A. 58-2559 for landlord contract issues. Mrs. Negonsott-Rodvelt praised the City office staff's friendliness and compassion.

Police Chief McCune updated Council on police vehicle procurement, emphasizing the cost-effectiveness of acquiring retired vehicles from the Kansas Highway Patrol, with mileage never exceeding 50,000 miles. The Mayor's preference for a 3-year replacement cycle to prevent major mechanical issues was highlighted. The last two police vehicles were sold on Purple Wave, with Chief McCune personally taking charge of decal removal to avoid hiring external services. The Challenger was purchased due to Durango unavailability, enhancing public relations, especially with young residents. The 2024 budget includes funds for another Durango, and Chief McCune is open to Council's preferences guiding future vehicle decisions.

Police Chief McCune presented the monthly activity report, highlighting a specific incident on the evening of Tuesday, October 17th. The report involved a 14-year-old non-resident juvenile who sustained a gunshot wound from a 22-year-old resident. The individuals were known to each other.

City Attorney Luckman left the meeting at 6:30 PM.

Public Works Superintendent Cary Deiter updated the Council on the salt and sand situation, noting that there are no local suppliers. After reaching out to an acquaintance in Topeka, the City of Topeka generously donated 14 tons of salt to aid us through the winter. Looking ahead, Deiter suggested considering future orders from Lyons, KS, and exploring potential partnerships with Rossville for joint purchases.

Councilmember Ross made a motion to move the meeting scheduled for Monday, December 18, 2023 at 5:30 PM, to the Silver Lake Community Center, at 404 E. Lake Street. The motion was seconded by Councilmember Pegram and carried.

City Clerk Steckel reminded Council and the public about the City's upcoming Annual Tree Lighting Celebration scheduled for Saturday, December 2, 2023, at the Silver Lake Police Station, 100 Beaubien. Festivities will run from 2:30 pm to 6:00 pm. This year's celebration has expanded with additional sponsors, food vendors, and community organizations participating. Highlights include two carriage rides, photo opportunities with Santa Claus, and Mayor Mack Smith's final reading of 'Twas the Night Before Christmas. A simultaneous Live Nativity, organized by the 1st Baptist Church, will take place at the Old Baptist Church. Hay Rack Rides will be available to transport attendees between the Nativity and the Police Station.

Mayor Mack Smith reported that USD #372 Superintendent Brad Womack has submitted a draft for a legal land swap.

The next meeting is scheduled for Monday, November 20, 2023. The following two meetings are schedule for Mondays, December 4, and December 18, 2023, both at 5:30 PM. The December 18, 2023 meeting will take place at the Silver Lake Community Center at 404 E. Lake Street.

Councilmember Ross made a motion that Council (along with Mayor Smith) recess into executive session for twenty (20) minutes, for the purpose of discussing non-elected personnel matters, and reconvene the meeting at 7:02 PM in the conference room at City Hall located at 218 West Railroad in Silver Lake, Kansas. Councilmember Fisher seconded the motion and it was placed on final passage by a roll call of the following vote: AYE: Brad Bryant, Jake Fisher, Steve Pegram, Heath Robinson, and Larry Ross. (5) NAY: None. With no further discussion, motion carried. City Clerk Steckel and Assistant Clerk Beam were dismissed from the meeting at 6:42 PM

The public meeting reconvened at 7:02 PM.

Motion was made by Councilmember Fisher to approve year-end bonuses for City employees as recommended by Council. Motion was seconded by Councilmember Ross and approved. Bonuses will be paid December 15, 2023.

Motion was made by Councilmember Pegram to approve salaries effective January 1, 2024 for City employees as recommended by Council. Motion was seconded by Councilmember Fisher and approved.

Council directed City Offices to close on Tuesday, December 26, 2023.

With no other business to come before Council, Councilmember Bryant moved to adjourn the meeting at 7:05 PM. Motion was approved by Councilmember Fisher and approved.

Liz Steckel, City Clerk

**City of Silver Lake
Record of Ordinance #2587
November 20, 2023**

An Ordinance making appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Silver Lake, Kansas. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

	Type	Name	Memo	Amount
General Operating				
General Fund				
8648	GEN	Jayhawk Software	Office Backup Service	-500.00
8652	GEN	Tarwater Farm & Home Supply	Chain Saw Oil and Chain	-47.00
8654	GEN	Logan Business Machines	Copy Contract	-238.19
8653	GEN	The Topeka Metro News	Publish Ordinance No. 2586	-151.06
EFT	GEN	Verizon	Cellular Service	-91.98
8651	GEN	Shawnee County Treasurer	2023 Real Estate Tax	-584.77
Total General Fund				-1,613.00
Law Enforcement				
EFT	LAW	Evergy	Electricity	-109.77
EFT	LAW	Verizon	Cellular Service	-243.85
Total Law Enforcement				-353.62
Park				
EFT	PRK	FreeState Electric Cooperative	Electricity	-109.50
Total Park				-109.50
Street Lighting				
EFT	STL	FreeState Electric Cooperative	Electricity	-189.50
EFT	STL	Evergy	Electricity	-1,554.75
Total Street Lighting				-1,744.25
Total General Fund				-3,820.37
Waterworks Fund				
EFT	WW	FreeState Electric Cooperative	Electricity	-413.00
EFT	WW	Jayhawk Software	Water Software	-550.00
EFT	WW	Evergy	Electricity	-1,575.14
8650	WW	RDR Excavating II, LLC	Leak Repair 11-10-2023 505 Mariner	-474.00
8650	WW	RDR Excavating II, LLC	New Fire Hydrant Installed	-6,711.51
EFT	WW	Verizon	Cellular Service	-81.47
8649	WW	Menards	Supplies	-165.91
Total Waterworks Fund				-9,971.03
TOTAL				-13,791.40

That this Ordinance shall take effect and be in force from and after its passage.

Passed this 20th day of November, 2023

Signed or Approved this 20th day of November, 2023

Attest:

City Clerk

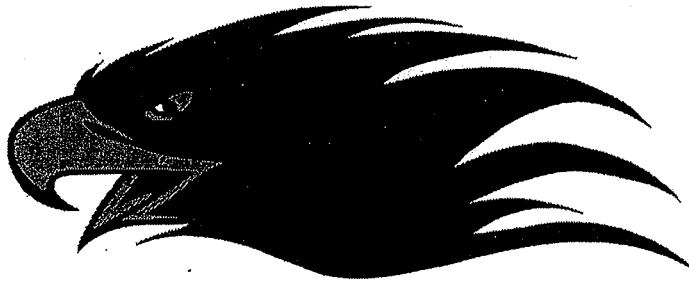
Mayor

SILVER LAKE JUNIOR – SENIOR HIGH SCHOOL

Ryan P. Luke, Principal
rluke@silverlakeschools.org

U.S.D.#372

P.O Box 39
Silver Lake, KS 66539
(785)582-4639



Dear Silver Lake High School Supporter,

We are writing to you on behalf of the Silver Lake High School After Prom Committee. We are seeking donations of money or prizes to be used for the cost associated with the planning and carrying out of the After Prom Party. The budget and fund-raising goal for 2024 After Prom is \$10,000.

After Prom is an alcohol and drug free party held at the high school from 12:00am to 4:00am on the night of April 20, 2024, after the dance. Your donations would provide food, entertainment and prizes. Each student in attendance also receives a prize.

Any donations in the form of cash, gift certificates, prizes or giveaways would be greatly appreciated. If you can not make a monetary contribution and are willing to donate a prize or sponsor an activity at After Prom please call or email me and I will make arrangements to pick up your donation.

You may mail a donation to the school at the address above in care of After Prom or Jess DeSerano. Please make checks payable to Silver Lake After Prom. Your generosity will be publicly acknowledged. All donations are tax deductible.

Thank you for your consideration in helping keep our students safe on Prom night.

Sincerely,

Silver Lake After Prom Committee

Jess DeSerano
jessicasmithssh@yahoo.com
(785)979-9058

Richelle Ray
rayrichelle75@gmail.com
(785)640-9082

City of Silver Lake



ORDINANCE NO. 2588

**AN ORDINANCE RELATING TO SALARIES AND
COMPENSATION OF OFFICERS AND EMPLOYEES OF THE
CITY OF SILVER LAKE, KANSAS, AND AMENDING SECTION 1, SUBSECTION (B) OF
ORDINANCE NO.
2549 AND ALL OTHER ORDINANCES OR
PARTS OF ORDINANCES IN CONFLICT THEREWITH**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SILVER LAKE, KANSAS:

Section 1. That Section 1, Subsection (B) of Ordinance No. 2549 is hereby amended to read as follows:

(B) Public Works Assistant, yearly \$53,040

Section 2. That the prior Section 1, Subsection (B) of Ordinance No. 2549 is hereby amended.

Section 3. Effective Date. This salary shall become effective **December 1st, 2023.**

PASSED BY THE COUNCIL, this 20th day of **November, 2023.**

APPROVED BY THE MAYOR, this 20th day of **November, 2023.**

MACK SMITH, Mayor

ATTEST:

Liz Steckel, City Clerk

City of Silver Lake



ORDINANCE NO. 2589

**AN ORDINANCE RELATING TO SALARIES AND
COMPENSATION OF OFFICERS AND EMPLOYEES OF THE
CITY OF SILVER LAKE, KANSAS, AND AMENDING
ORDINANCE NO.
2549 AND ALL OTHER ORDINANCES OR
PARTS OF ORDINANCES IN CONFLICT THEREWITH**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SILVER LAKE, KANSAS:

Section 1. Ordinance No. 2549 is hereby amended to read as follows:

(A) City Clerk, yearly	\$46,559.27
Assistant Clerk, yearly	\$44,223.84
(B) Public Works Superintendent, yearly	\$59,141.89
Public Works Assistant, yearly	\$55,161.60
Part-Time Public Works Employee/hourly	\$ 17.57
Part-Time Public Works Employee/hourly	\$ 17.67
(C) Chief of Police, yearly	\$64,246.82
Full-Time Police Officer, yearly	\$52,125.89
Part-Time Police Officer/hourly	\$ 26.00
Part-Time Police Officer/hourly	\$ 26.00
Part-Time Police Administrative Assistant/hourly	\$ 17.16
Municipal Judge, monthly	\$ 379.35

Section 2. Ordinance No. 2549 is hereby amended.

Section 3. Effective Date. This salary shall become effective **January 1st, 2024.**

PASSED BY THE COUNCIL, this 20th day of **November, 2023.**

APPROVED BY THE MAYOR, this 20th day of **November, 2023.**

MACK SMITH, Mayor

ATTEST:

Liz Steckel, City Clerk

REAL ESTATE CONTRACT

THIS CONTRACT is made this ____ day of December, 2023, Unified School District 372, (“**USD 372**” or “**Seller**”) and the City of Silver Lake (“**Silver Lake**” or “**Buyer**”)

WHEREAS, Silver Lake and USD 372 wish to exchange certain tracts of land located on adjacent properties as shown in Exhibit A.

WHEREAS, Silver Lake owns a certain 5.65 acres of land, as part of a larger tract located at 404 East Lake Street, which it intends to convey to USD 372, which is legally described as (“**Silver Lake Tract**”):

WHEREAS, USD 372 owns a certain 3.02 acres of land, as part of a larger tract located at 200 Rice Road adjacent to 404 East Lake Street, which it intends to convey to Silver Lake which is legally described as (“**USD 372 Tract**”):

WHEREAS, the parties have agreed that USD 372 will convey the USD 372 Tract to Silver Lake in consideration of Silver Lake conveying the Silver Lake Tract to USD 372, subject to the terms and conditions this Contract;

NOW, THEREFORE, in consideration of the covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SELLER’S AGREEMENT TO SELL:** Subject to the terms and provisions of this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the USD 372 Tract, including all rights, privileges and appurtenances owned by Seller and in any way related to the USD 372 Tract. Seller will deed the USD 372 Tract to Silver Lake at Closing.
2. **CONSIDERATION:** Buyer agrees to purchase the USD 372 Tract from Seller by the conveyance of the Silver Lake Tract to Seller, including all rights, privileges and appurtenances owned by Buyer and in any way related to the Silver Lake Tract. Buyer will deed the Silver Lake Tract to USD 372 at Closing.
3. **SELLER’S REPRESENTATIONS AND WARRANTIES:** Seller makes each of the following representations and warranties to the best of Seller’s knowledge, each of which shall constitute a material part of the consideration for this Contract, be accurate and true as of the date of this Contract and as of the Closing, and survive the Closing:

(a) Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated in this Contract on the date of closing, and the person who executes and delivers this Contract and all documents to be delivered to Buyer under this Contract is and shall be duly authorized to do so.

(b) Conveyance of the USD 372 Tract to Buyer and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

(c) Seller has not engaged any real estate agent or other advisor in connection with this transaction and that it has taken no other action which might expose the Buyer to any risk of having to pay any commission or other charge in connection with the Closing of this transaction. Seller shall indemnify and hold Buyer harmless from all claims and expenses (including attorney fees) resulting from the breach of the foregoing representation and warranty.

(d) Except as expressly provided in this Contract, no representation or warranties have been made by Buyer, or anyone in Buyer's behalf, to Seller as to the condition of the Silver Lake Tract; Seller has had or will have a full and complete opportunity to inspect the Silver Lake Tract, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on Silver Lake Tract as Seller deems necessary; Seller waives, from and after Closing, any and all objections to or complaints about physical characteristics and existing conditions of Silver Lake Tract, including, without limitation, structural conditions, environmental or subsurface conditions in, on, under, or related to, the Property, and compliance or non-compliance with the Americans with Disabilities Act of 1990, and purchases the Property "as is."

4. **BUYER'S REPRESENTATIONS AND WARRANTIES:** Buyer makes each of the following representations and warranties to the best of Buyer's knowledge, each of which shall constitute a material part of the consideration for this Contract, be accurate and true as of the date of this Contract and as of the Closing, and survive the Closing:

(a) Buyer has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transaction contemplated in this Contract, and the person who executes and delivers this Contract and all documents to be delivered to Seller under this Contract is and shall be duly authorized to do so.

(b) Conveyance of the Silver Lake Tract to Buyer and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

(c) Seller has not engaged any real estate agent or other advisor in connection with this transaction and that it has taken no other action which might expose the Buyer to any risk of having to pay any commission or other charge in connection with the Closing of this transaction. Seller shall indemnify and hold Buyer harmless from all claims and expenses (including attorney fees) resulting from the breach of the foregoing representation and warranty.

(d) Except as expressly provided in this Contract, no representation or warranties have been made by Buyer, or anyone in Buyer's behalf, to Seller as to the condition of the USD 372 Tract; Seller has had or will have a full and complete opportunity to inspect the USD 372 Tract, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on USD 372 Tract as Seller deems necessary; Seller waives, from and after Closing, any and all objections to or complaints about physical characteristics and existing conditions of USD 372 Tract, including, without limitation, structural conditions, environmental or subsurface conditions in, on, under, or related to, the Property, and compliance or non-compliance with the Americans with Disabilities Act of 1990, and purchases the Property "as is."

5. **THE CLOSING.** The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place on a date reasonably agreed by Seller and Purchaser but in no event later than December 31, 2023 ("**Closing Date**").

At the Closing, the following shall occur and each shall be conditions precedent to Closing: (a) Seller shall deliver to Buyer a General Warranty Deed for the USD 372 Tract; (b) Buyer shall deliver to Seller a General Warranty Deed for the Silver Lake Tract; (c) both parties shall execute and deliver such other documents and instruments as are reasonably required to consummate the transactions contemplated by this Agreement including, without limitation, a settlement statement; and, (d) both parties shall execute any documentary and other evidence as may be reasonably required by the Title Company evidencing the status and capacity of Buyer and Seller, and the authority of the person or persons who are executing the various documents.

6. **TERMINATION, DEFAULT AND REMEDIES:**

(a) **Permitted Termination.** If either party is unable to provide good and sufficient title prior to Closing, the other party may cancel this Contract by giving written notice of cancellation on or before the Closing (a "**Permitted Termination**").

(b) **Default by Seller.** Seller shall be in default under this Contract if any of Seller's warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or Seller shall fail to meet, comply with, or perform any material covenant, agreement, or obligation on Seller's part required, within the time limits and in the manner required in this

Contract, for any reason other than a Permitted Termination. If Seller defaults under this Contract, Buyer may either (a) enforce specific performance of this Contract and seek such other relief as may be provided by law, or (b) terminate this Contract by notice to Seller, and obtain a refund of Buyer's Earnest Money deposit thereby releasing Seller from all obligations under this Contract.

(c) Default by Buyer. Buyer shall be in default under this Contract if any of Buyer's warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or Buyer fails to meet, comply with or perform any material covenant, agreement, or obligation on Buyer's Contract, for any reason other than a Permitted Termination. Notwithstanding the foregoing, however, Buyer shall not be in default or failure to perform any covenant, agreement, or obligation required of Buyer under this Contract, the benefit of which accrues primarily to Buyer. If Buyer defaults under this Contract, Seller may either (a) seek specific performance of the contract, which Buyer hereby expressly agrees not to contest, (b) seek such relief as may be provided by law, or (c) terminate this Contract by notice to Buyer. Buyer agrees to pay reasonable costs incurred to enforce the Contract. This includes without limitation, attorneys' fees and other legal costs; and expenses incurred by Seller in exercising any remedy under this Contract or under the law.

7. CONSTRUCTION OF TERMS, WAIVERS AND AMENDMENTS:

(a) Paragraph heading are for convenience and shall not be used for interpretation or construction of this Contract.

(b) Feminine or neuter pronouns shall be substituted for masculine pronouns or vice-versa, and the plural shall be substitute for the singular or vice-versa in any place in which the context may require.

(c) No waiver of any breach of any provision of this Contract shall be construed to be a waiver of any subsequent breach of such provision or any other provision.

(d) This Contract may be modified or amended only in writing, signed by both Seller and Buyer.

(e) If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(f) This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

(g) If numeric number shall disagree with numbers spelled out, the numeric number shall control.

(h) The laws of the State of Kansas shall govern the validity, enforcement, and interpretation of this Contract.

8. **NOTICES:** Notices, demands, or other communications under this Contract shall be in writing and shall be deemed to have been given or submitted upon personal delivery or upon deposit in the United States mail by certified or registered mail, postage prepaid, with return receipt requested, addressed to Buyer or Seller, as the case may be, at the Buyer's or Seller's last known address. Notices shall be deemed received upon personal delivery or three (3) days following deposit in the mail, if mailed in accordance with this paragraph.

9. **SURVIVAL:** All warranties, representations, indemnifications, and agreements of Buyer and Seller contained or made in this Contract or any attachment or exhibit to this Contract shall survive delivery of the deed and the Closing of this Contract.

10. **INTEGRATION:** This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property.

11. **INVALID PROVISIONS:** If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

12. **FURTHER ACTS:** In addition to the acts recited in this Contract, Seller and Buyer agree to perform or cause to be performed at or after the Closing all such further acts as may be reasonably necessary to consummate the transactions contemplated by this Contract.

13. **TIME OF THE ESSENCE:** Time is of the essence with regard to the parties' performance under this Contract.

14. **CONTRACT BINDING:** It is mutually agreed that all of the covenants and agreements in this Contract shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller.

IN WITNESS WHEREOF, this Contract shall be effective from and after the last date this Contract is fully executed by all parties (the "**Effective Date**").

(signatures on next page)

BUYER:
Unified School District 372

SELLER:
City of Silver Lake, Kansas

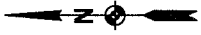
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DATE: _____

**DRAFT ONLY
NOT TO BE USED FOR
FINAL LEGAL
DESCRIPTIONS**



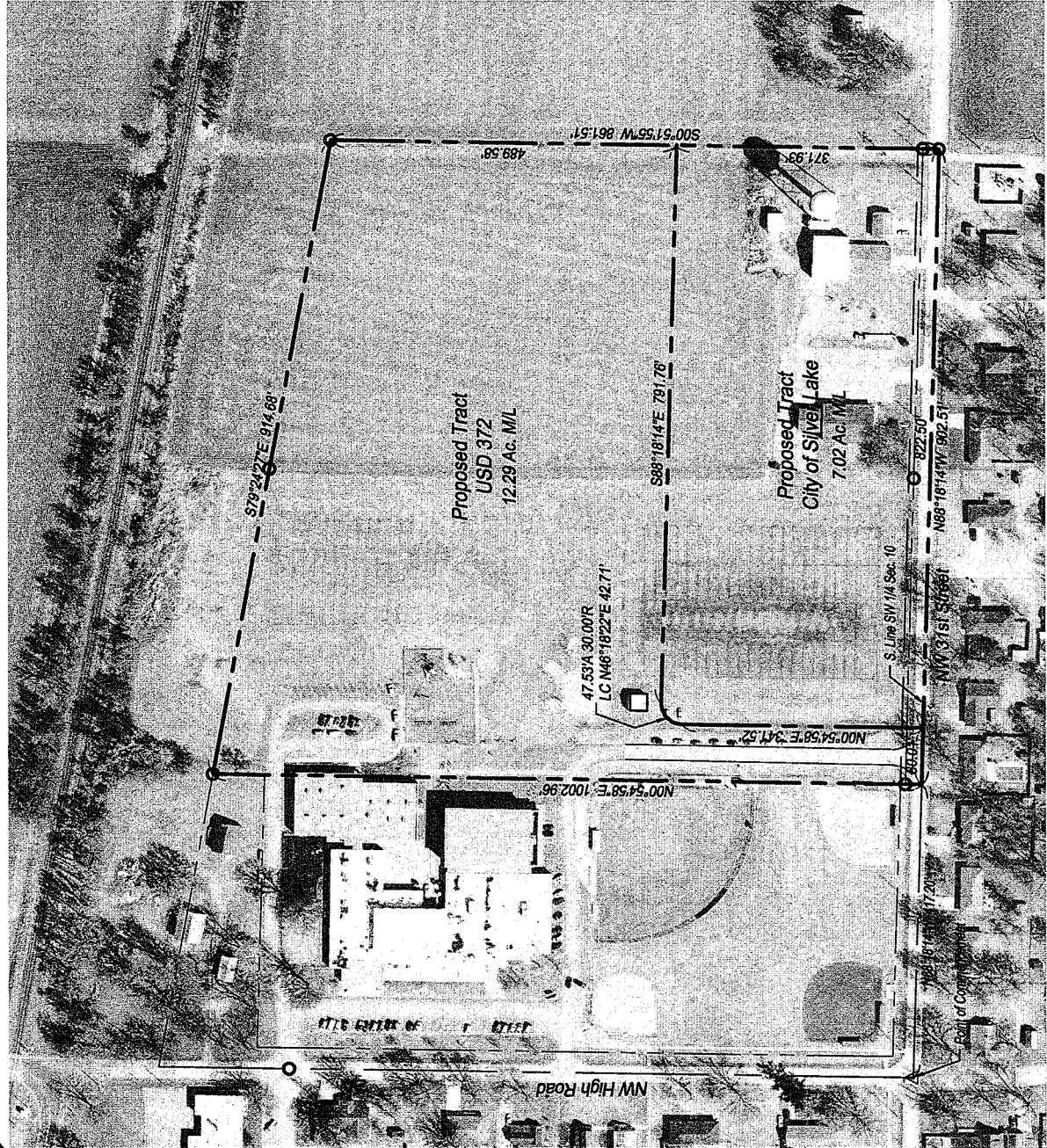
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Proposed Tract USD 372

A tract of land in the Southwest Quarter of Section 10, Township 11 South, Range 14 East of the 6th P.M. in Shawnee County, Kansas, being a part of a tract of land described on Book 2143, Page 230 (parent tract) on record at The Shawnee County Register of Deeds Office, and being described by Patrick Leo LaFontaine, PS 1690, on November 3, 2023, as follows: Commencing at the Southwest corner of said Southwest Quarter, thence S88°18'14"E (Deed Bearing) along the Southern boundary of said Southwest Quarter, thence 417.20 feet to the Southwest corner of said parent tract, said point being the POINT OF BEGINNING; thence N00°54'58"E along the Western boundary of said parent tract, 1002.96 feet to the Northwest corner of said parent tract, said point being on the Southern Right-of-Way of the Union Pacific Railroad; thence S79°24'27"E along the Northern boundary of said parent tract, 914.68 feet to the Northeast corner of a tract described on Book 2140, Page 674; thence S00°51'55"W along the Eastern boundary of said tract described on Book 2140, Page 674, 489.58 feet; thence N88°18'14"W parallel to the Southern boundary of said Southwest Quarter, 791.76 feet; thence along a tangent 30 foot radius curve left, an arc length of 47.53 feet, said curve having a long chord bearing S46°18'22"W, 42.71 feet; thence S00°54'58"W, 341.52 feet to a point on the Southern boundary of said Southwest Quarter; thence N88°18'14"W along said Southern boundary, 80.01 feet to the POINT OF BEGINNING. Containing 12.29 acres, more or less.

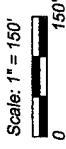
Proposed Tract City of Silver Lake

A tract of land in the Southwest Quarter of Section 10, Township 11 South, Range 14 East of the 6th P.M. in Shawnee County, Kansas, being a part of a tract of land described on Book 2140, Page 674 (parent tract) on record at The Shawnee County Register of Deeds Office, and being described by Patrick Leo LaFontaine, PS 1690, on November 3, 2023, as follows: Commencing at the Southwest corner of said Southwest Quarter, thence S88°18'14"E (Deed Bearing) along the Southern boundary of said Southwest Quarter, thence 497.21 feet to the POINT OF BEGINNING; thence N00°54'58"E, 341.52 feet; thence along a tangent 30 foot radius curve right, an arc length of 47.53 feet, said curve having a long chord bearing N46°18'22"E, 42.71 feet; thence S88°18'14"E parallel to the Southern boundary of said Southwest Quarter, 791.76 feet to a point on the Eastern boundary of said parent tract; thence S00°51'55"W along the Eastern boundary of said parent tract, 371.93 feet to the Southeast corner of said parent tract, said point being on the Southern boundary of said Southwest Quarter; thence N88°18'14"W along said Southern boundary, 822.50 feet to the POINT OF BEGINNING. Containing 7.02 acres, more or less.



Date: November 6, 2023
 Job No.: 23-168
SBB Engineering, LLC
 101 South Kansas Avenue | Topeka, Kansas 66603
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DESCRIPTIONS

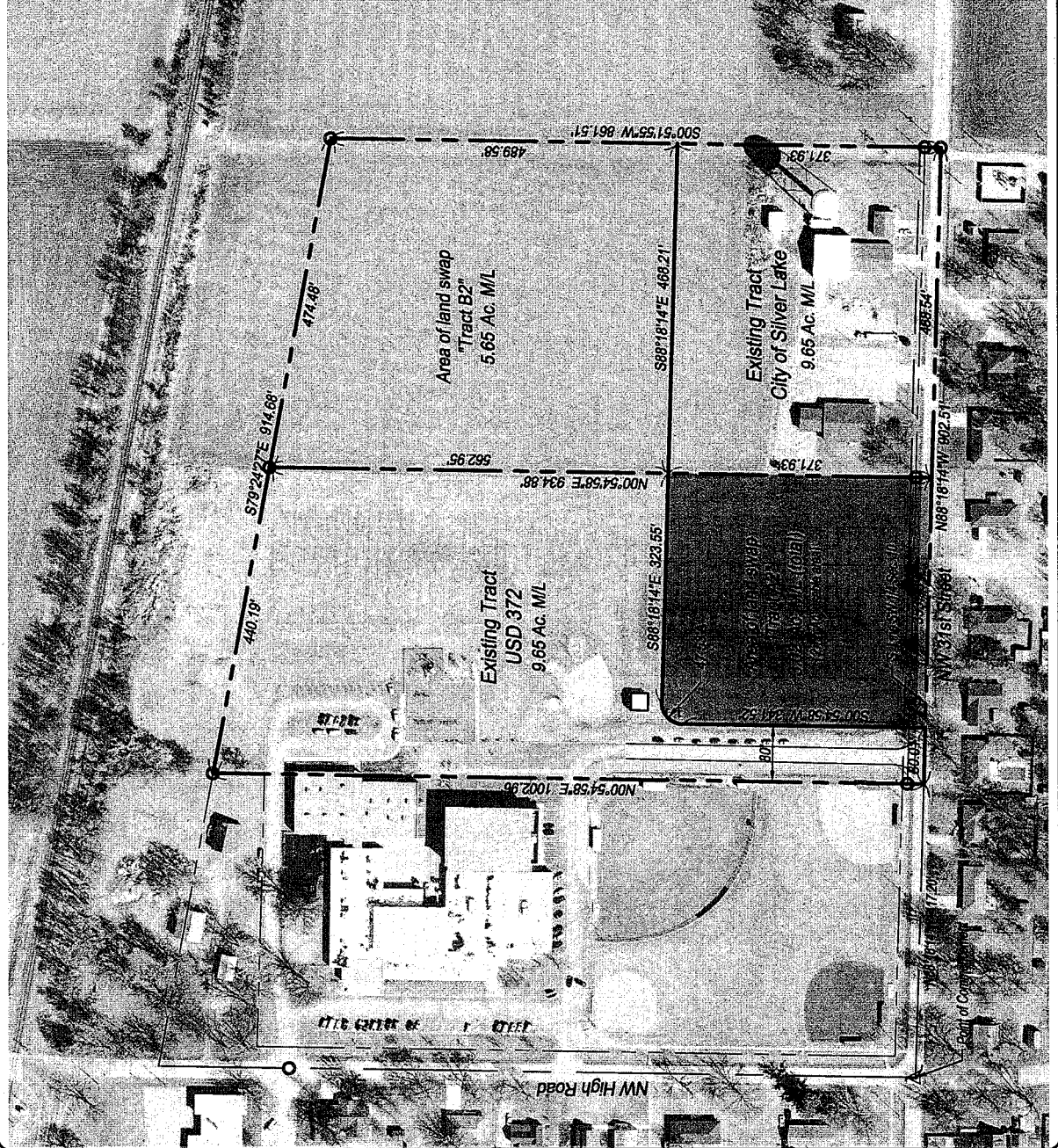


Tract A2

A tract of land in the Southwest Quarter of Section 10, Township 11 South, Range 14 East of the 6th P.M. in Shawnee County, Kansas, being a part of a tract of land described on Book 2143, Page 230 on record at The Shawnee County Register of Deeds Office, and being described by Patrick Leo LaFontaine, PS 1690, on November 3, 2023, as follows: Commencing at the Southwest corner of said Southwest Quarter, thence S88°18'14"E (Deed Bearing) along the Southern boundary of said Southwest Quarter, 417.20 feet to the Southwest corner of said tract described on Book 2143, Page 230; thence continuing S88°18'14"E along the Southern boundary of said Southwest Quarter, 80.01 feet to the POINT OF BEGINNING; thence N00°54'58"E, 341.52 feet; thence along a tangent 30 foot radius curve right, an arc length of 47.53 feet, said curve having a long chord bearing N46°18'22"E, 42.71 feet; thence S88°18'14"E parallel to the Southern boundary of said Southwest Quarter, 323.55 feet to a point on the Eastern boundary of said tract described on Book 2143, Page 230; thence S00°54'38"W along said Eastern boundary, 371.93 feet to the Southeast corner of said tract described on Book 2143, Page 230, said point also being on the Southern boundary of said Southwest Quarter; thence N88°18'14"W along said Southern boundary, 353.96 feet to the POINT OF BEGINNING. Containing 3.02 acres, more or less.

Tract B2

A tract of land in the Southwest Quarter of Section 10, Township 11 South, Range 14 East of the 6th P.M. in Shawnee County, Kansas, being a part of a tract of land described on Book 2140, Page 674 on record at The Shawnee County Register of Deeds Office, and being described by Patrick Leo LaFontaine, PS 1690, on November 3, 2023, as follows: Commencing at the Southwest corner of said Southwest Quarter, thence S88°18'14"E (Deed Bearing) along the Southern boundary of said Southwest Quarter, 851.17 feet to the Southwest corner of said tract described on Book 2140, Page 674; thence N00°54'58"E along the Western boundary of said tract described on Book 2140, Page 674, 371.93 feet to the POINT OF BEGINNING; thence continuing N00°54'38"E along said Western boundary, 862.95 feet to the Northwest corner of said tract described on Book 2140, Page 674, said point being on the Southern Right-of-Way of the Union Pacific Railroad; thence S79°24'27"E along said Southern Right-of-Way, 474.48 feet to the Northeast corner of said tract described on Book 2140, Page 674; thence S00°51'55"W along the Eastern boundary of said tract described on Book 2140, Page 674, 489.58 feet; thence N88°18'14"W, 488.21 feet to the POINT OF BEGINNING. Containing 5.65 acres, more or less.



City of Silver Lake Annual Christmas Tree Lighting Celebration

SATURDAY, DECEMBER 2, 2023, 3-6PM

@ SILVER LAKE POLICE STATION

3:00-5:00PM:

- PICTURES WITH SANTA CLAUS
- FREE CARRIAGE RIDES
- CHRISTMAS GOODIES AND HOT COCOA
- SMALL TOWN CHRISTMAS PHOTO OPPORTUNITIES
- HAY RACK RIDES TO LIVE NATIVITY AT OLD BAPTIST CHURCH FROM 4-6PM
- 'Twas THE NIGHT BEFORE CHRISTMAS READING @4:45PM
- FOOD TRUCKS FROM 3-6:30PM; SOMETHING FOR EVERYONE!
- DELIGHT IN A PERFORMANCE BY SILVER LAKE HIGH SCHOOL'S SELECT CHOIR, FOLLOWED BY COMMUNITY CHRISTMAS CAROLS @5:15PM.
- MAYOR MACK SMITH WILL LIGHT UP THE TREE WITH HOLIDAY MAGIC AROUND 5:30!

**DONT MISS THIS JOYOUS CELEBRATION WITH
YOUR COMMUNITY!**

