



CITY OF COUNCIL GROVE · 205 UNION STREET · PO BOX 313
COUNCIL GROVE, KS 66846 · 620-767-5417 · COUNCILGROVE.COM

**City Council Agenda
April 2, 2024
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. People must sign in to be eligible. (**Three-minute maximum time limit**). After three minutes, items will then be voted on to see whether to place the item on the next agenda.

CONSENT AGENDA:

- Minutes from the Previous meeting: Pages 2 – 4
- Appropriations:
- Cabin Transfers: E13-C, I-23 Page 5 - 29

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

- Update: Mill N Overlay – 4th Street to East City Limits

Motion:	Seconded:	Action:	Abstention:	Este. Cost:
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- Update: Water/Sewer Funding

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

- Special/Community Events Application: Time Stands Still Event Page 30 - 36

Motion:	Seconded:	Action:	Abstention:	Este. Cost
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- City Hall Deck Replacement:

Motion:	Seconded:	Action:	Abstention:	Este. Cost
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- City Hall Computer Software Upgrade: Discussion Pages 37 - 53

Motion:	Seconded:	Action:	Abstention:	Este. Cost
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- Executive Session Attorney Client Privilege – City Lake – Pat Riordan

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

Adjournment:

City Council Meeting Minutes
March 19, 2024

WELCOME AND CALL TO ORDER

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Mark Berner, Denise Hartman, Sean Honer, and Nathan Adams also present were the City Administrator Nick Jones and City Attorney Brian Henderson and Molly Priest, Others attending were Jan Sciacca, Josh Sciacca, Jim Crosby, Virginia B. Pastor Billy Kryger, Marty Wright, Shannon Ried – Wheat, Jamie Johnson, Pauline Sharp, Dave Loewensteir, Nellye Hight, James Pepper Henry, Vernon Hay.

PLEDGE OF ALLEGIANCE

INVOCATION:

Jake Errickson

PUBLIC COMMENT PERIOD

N/A

CONSENT AGENDA

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

- March 5, 2024, Minutes
- March 5, 2024, to Current Appropriations.

OLD BUSINESS

- **Chicken Ordinance #2266:**
City Brian Henderson presented Chicken Ordinance #2266, which changed the number of chickens allowed in the city limits from 4 chickens to 8 chickens per residents. After discussion Councilperson Mark Berner made an emotion to approve Ordinance #2266. The motion was seconded by Councilperson Nathan Adams. Motion carried 5 – 0

NEW BUSINESS

- **Pauline Sharp – Kaw Nation**
Pauline Sharp with the Kaw Nation introduced James Pepper Henry who announced the improvements being made at Allegawaho Memorial Heritage Park. Mr. Pepper Henry said the Sacred Red Rock will be put in place on Wednesday March 20th at 2pm and invited the Council and Mayor to attend the ceremony. Mr. Pepper Henry also said they will be adding shower facilities, camping spots, power and water for vendors and food trailers. They also plan on having a caretaker that is present most of the year, along with adding security cameras. Mr. Pepper Henry also said the events that normally take place at the Kaw Mission will now be moved to Allegawaho Park on Saturday June 22nd during Washunga Days.

- **Jamie Nittler Johnson - Morris County Health Department – Digital Sign on City Easement**

Jamie Nittler Johnson representing the Morris County Health Department requested the Council allow the placement of a digital sign on city easement in front of the Morris County Health Department. Mrs. Nittler Johnson said the sign will shut off around 10pm each night and start again around 6 or 7am. After discussion Councilperson Jason Booker made a motion to approve the request. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0

- **Shannon Reid-Wheats – Council Grove Library Report**

Shannon Reid-Wheats with the Council Grove Library gave a report to the Council regarding the Library budget and stated that the budget for 2024 is set at \$103,281, which is down from the previous year. Reid - Wheats said the library offsets its cost by applying for grants for programming and other items. She also said that one of the three HVAC systems is needing to be replaced along with issues with the roof leaking. The City has received bids for both items and the library will go to work writing grants to offset some of the cost with the city covering any additional funds needed for replacements.

- **Jim Crosby – Together with Veterans and Morris County**

Jim Crosby with Together with Veterans and Morris County asked the Council to wave the fee at the Council Grove Recreation Center (Armory) for the Veterans Health Fair on May 11th from 10am until complete. The fair will assist Veterans with enrolling for VA benefits, submitting claims. There will also be nurses from the VA available to go over toxin exposure, along with mobile Veterans Center, which allows for mental health services anonymously. After discussion Councilperson Sean Honer made a motion to wave the fees for the event. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0

- **Jim Crosby – Softball Club**

Jim Crosby representing the Council Grove Softball Club requested the use of the Softball fields for the upcoming Softball Club season. Mr. Crosby said that last year they raised \$8,400 for two families, paid local youth umpires \$1,845, and in total have spent or given out \$98,198 over the years. After discussion Councilperson Jason Booker made a motion to approve the Softball Club to use the fields. The motion was seconded by Councilperson Mark Berner. Motion carried 5 – 0

- **Utilities Committee Recommendation: Curtis Watson**

The Utilities Department recommended the Council appoint Curtis Watson to Water Department Apprentice at a pay rate of \$16.00 per hour. This appointment is contingent upon completing a background check, physical, and drug alcohol screening. A motion was made by Councilperson Jason Booker to approve the appointment. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0

- **Office Committee Recommendation: Stanley Bartley**
 The Office Committee recommended the Council appoint Stanley Bartley to City Inspector at a payrate of \$28.00 per hour. The appointment is contingent upon completing a background check, physical, and drug/alcohol screening. A motion was made by Councilperson Jason Booker to approve the appointment. The motion was seconded by Councilperson Sean Honer. Motion carried 5 – 0

- **Executive Session – City Lake – Pat Riordan**
 Councilperson Mark Berner made a motion to go in to Executive Session for Attorney Client Privilege with Attorney Pat Riordan for 30 minutes to include the Mayor, Council, City Administrator, and City Attorney’s. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0. No action was taken.

GOVERNING BODY COMMENTS

- **Mayor Debi Schwerdtfeger** – N/A
- **Councilperson Mark Berner** – N/A
- **Councilperson Denise Hartman** – N/A
- **Councilperson Sean Honer** – N/A
- **Councilperson Nathan Adams** – N/A
- **Councilperson Sharon Haun** – Thanked the city crews for cleaning off the roads
- **Councilperson Jason Booker** – N/A
- **City Attorney Brian Henderson** – N/A
- **Assistant City Attorney Molly Priest** – N/A
- **City Administrator Nick Jones** – said the application for the Mill N Overlay from Belfry to the West city limits was submitted and should know something in the next few months.

Mayor Debi Schwerdtfeger asked for a motion to adjourn. Councilperson Denise Hartman made a motion to adjourn. Councilperson Sean Honer seconded the motion. Motion carried 5 – 0

 Debi Schwerdtfeger Mayor

ATTEST:

 Nick Jones City Administrator

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

GROUND LEASE AGREEMENT
(Modified and Effective October 2, 2018)

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

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 27 day of March 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Daniel and Jenny Stack Revocable Trust Dated September 19, 2014 hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder

- as joint tenants and not as tenants in common, or
- as tenants in common. (check the desired box; only one can apply.)

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

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section E, Lot E13-C, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

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

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

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

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

1. **USE OF PREMISES:** The Leased Premises are only to be used for the construction and use of a residential building designed as a single family living unit along with the normal appurtenances associated therewith.
2. **DEMISE:**
 - a. The City does hereby lease to the Lessee, and Lessee does hereby accept from the City, subject to the

terms and conditions set forth herein, the Leased Premises.

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

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

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

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

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

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

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

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

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

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

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

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

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

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

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

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

7. LIENS:

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

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

8. TAXES AND ASSESSMENTS:

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

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

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

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

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

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

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

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

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

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

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

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

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

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

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

12. DEFAULT:

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

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

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

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

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

14. SPECIAL OBLIGATIONS OF THE CITY:

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

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

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

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

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

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

15. SPECIAL OBLIGATIONS OF THE LESSEE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary Lessee: Daniel and Jenny Stack Revocable Trust
Dated September 19, 2014
2120 Hillside Drive
Salina, KS 67401

21. **GENERAL TERMS:**

- a. **NO WAIVER:** The waiver of either party, or the failure to take action by that party, with the respect to any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition contained in this Lease, nor will it bar enforcement of any term.
- b. **BINDING:** The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.
- c. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.
- d. **PARAGRAPH HEADINGS:** Paragraph headings are for convenience only and are not to be used in construing this agreement.
- e. **GOVERNING LAW:** This Lease is entered into, and shall be governed by, the laws of the State of Kansas.
- f. **ENTIRE AGREEMENT:** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any prior written leases, whether oral or written, between the parties hereto, regarding the Leased Premises are hereby deemed to be null and void.

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

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

CITY OF COUNCIL GROVE, KANSAS

By:
Mayor _____

ATTEST:

Nick Jones

Nick Jones

City Clerk

LESSEE:

Daniel and Jenny Stack Revocable Trust Dated September 19, 2014

Primary Leaseholder

Dan Stack *Dan Stack*

Lessee

Jenny Stack *Jenny Stack*

Lessee

Address to which Primary Leaseholder authorizes Notices:

2120 Hillside Drive

Salina, KS 67401

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

112 Anchor Way

Council Grove, KS 66846

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, I/we the undersigned Grantor(s), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations do, at the time of closing of the contract between the two parties, I/we do GRANT, SELL, TRANSFER AND DELIVER unto Daniel and Jenny Stack Revocable Trust Dated September 19, 2014

and/or his/her heirs, executors, administrators, and assigns, hereinafter referred to as Grantee(s), the following existing goods and chattels, to wit:

Lake home and related improvements located in Final Plat, Council Grove Lake Park, Section E , Lot E -13C , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, lake home, garage, and dock

and contents thereof, as well as the assignment of all of the grantors' rights under a Lease Agreement with the City of Council Grove.

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

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands this 23rd day of *march*, 2024.

Jacob Weeks
Kerri Weeks, MD

Jacob Weeks
Kerri Weeks, MD

STATE OF Kansas

COUNTY, ss. *Sedgwick*

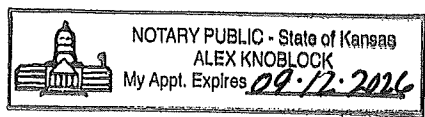
BE IT REMEMBERED, That on this 23rd day of *march*, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jacob Weeks & Kerri Weeks

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

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



www.CGLakeside.net



Alex Knoblock
Notary Public

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

GROUND LEASE AGREEMENT

(Modified and Effective October 2, 2018)

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

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 15TH day of MARCH 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and LEWIS FAMILY IRREVOCABLE TRUST DATED MARCH 13, 2024, hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder

as joint tenants and not as tenants in common, or

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

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

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section I, Lot I - 23, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

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

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

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

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

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

2. **DEMISE:**

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

terms and conditions set forth herein, the Leased Premises.

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

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

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

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

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

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

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

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

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

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

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

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

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

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

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

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

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

7. LIENS:

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

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

8. TAXES AND ASSESSMENTS:

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

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

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

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

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

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

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

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

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

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

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

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

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

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

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

12. **DEFAULT:**

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

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

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

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

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

14. SPECIAL OBLIGATIONS OF THE CITY:

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

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

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

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

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

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

15. SPECIAL OBLIGATIONS OF THE LESSEE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the City:

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

Primary Lessee:

EMMA JANZEN, TRUSTEE
2012
~~2010~~ West 48th St
Westwood Ks 66205

21. **GENERAL TERMS:**

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

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

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

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

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

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

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


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

CITY OF COUNCIL GROVE, KANSAS

By:
Mayor _____

ATTEST:

City Clerk

LESSEE:


Primary Leaseholder

Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

2012 West 48th St

Westwood KS 66205

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

104 Blue Heron Pt

Council Grove KS 66846

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS: Paul Thomas Lewis and Diane Margaret Lewis, the undersigned grantors, in consideration of Ten Dollars and other valuable consideration do

GRANT, TRANSFER AND DELIVER unto, the Lewis Family Irrevocable Trust, dated March 13, 2024, the following described property to wit:

The lease to Lot I-23 Final Plat, Council Grove Lake Park Section I, Morris County, Kansas as well as lake home and related improvements and other miscellaneous items remaining on the premises as of the date of closing, plus the water well and equipment, septic system, and all buildings.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels to the Lewis Family Irrevocable Trust, dated March 13, 2024, and the said grantors hereby covenants with the said grantee that they are the lawful owner of said goods and chattels; that they are free from all encumbrances; they have the right to convey the same as aforesaid, and that they will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said grantors have hereunto set his hand this 15th day of March 2024.

Paul Thomas Lewis *Diane Margaret Lewis*

Paul Thomas Lewis

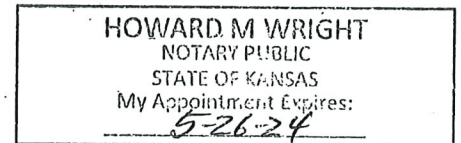
Diane Margaret Lewis

STATE OF KANSAS COUNTY OF MORRIS

Be it remembered on this 15th day of March 2024 before me, the undersigned at Notary Public in and for the County of Morris and State of Kansas came Paul Thomas Lewis and Diane Margaret Lewis who are known to me the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. IN TESTIMONY THEREOF I have hereunto set my hand and affixed my notary seal on the day and year.

Howard M Wright

Howard M Wright, Notary Public Notary Public Appointment expires 5/26/24





SPECIAL/COMMUNITY EVENT APPLICATION

NAME OF EVENT Time Stands Still

DATE(S) OF EVENT Saturday, August 10th, 2024

TIME(S) OF EVENT Event Setup - all day / Event Gates Open: 6PM / Event End: midnight

CONTACT NAME Jesse Knight

ADDRESS 100 Quiet Waters Loop

CITY Council Grove **STATE** KS **ZIP** 66846

PHONE/CELL # 785-313-3857

EMAIL _____

1- ON SITE SUPERVISOR Jesse Knight

PHONE/CELL # 785-313-3857

EMAIL _____

2 -ON SITE SUPERVISOR Deidre Knight

PHONE/CELL # 785-342-5751

EMAIL _____

WHAT IS THE SECURITY PLAN FOR EVENT? EXPLAIN OR ATTACH TO FORM

Security will be hired to maintain a safe and secure environment. See attached map for layout.

HOW AND WHEN THE PREMISES WILL BE CLEANED UP? EXPLAIN OR ATTACH FORM

Riverwalk park will be cleaned up the following day by the festival organizers. Adequate trash and restrooms will be provided for festival attendees.

IS ENTRY TO THE EVENT OR TEMPORARY ENTERTAINMENT DISTRICT RESTRICTED TO INVITED GUESTS OR OPEN TO THE PUBLIC?

Invited (ticketed) guests only.

THE NAME AND ADDRESS OF ANY ADJACENT BUSINESSES WHICH ARE TO BE INCLUDED IN THE EVENT AREA OR TEMPORARY ENTERTAINMENT DISTRICT. LIST OR ATTACH TO FORM

None.

A LIST OF STREETS AND/OR STREET RIGHTS-OF-WAY TO BE CLOSED TO MOTOR VEHICLE TRAFFIC FOR SUCH EVENT OR TEMPORARY ENTERTAINMENT DISTRICT AND THE DATES AND TIMES FOR SUCH STREET CLOSURES. EXPLAIN OR ATTACH TO FORM

None.

APPLICANT SIGNATURE



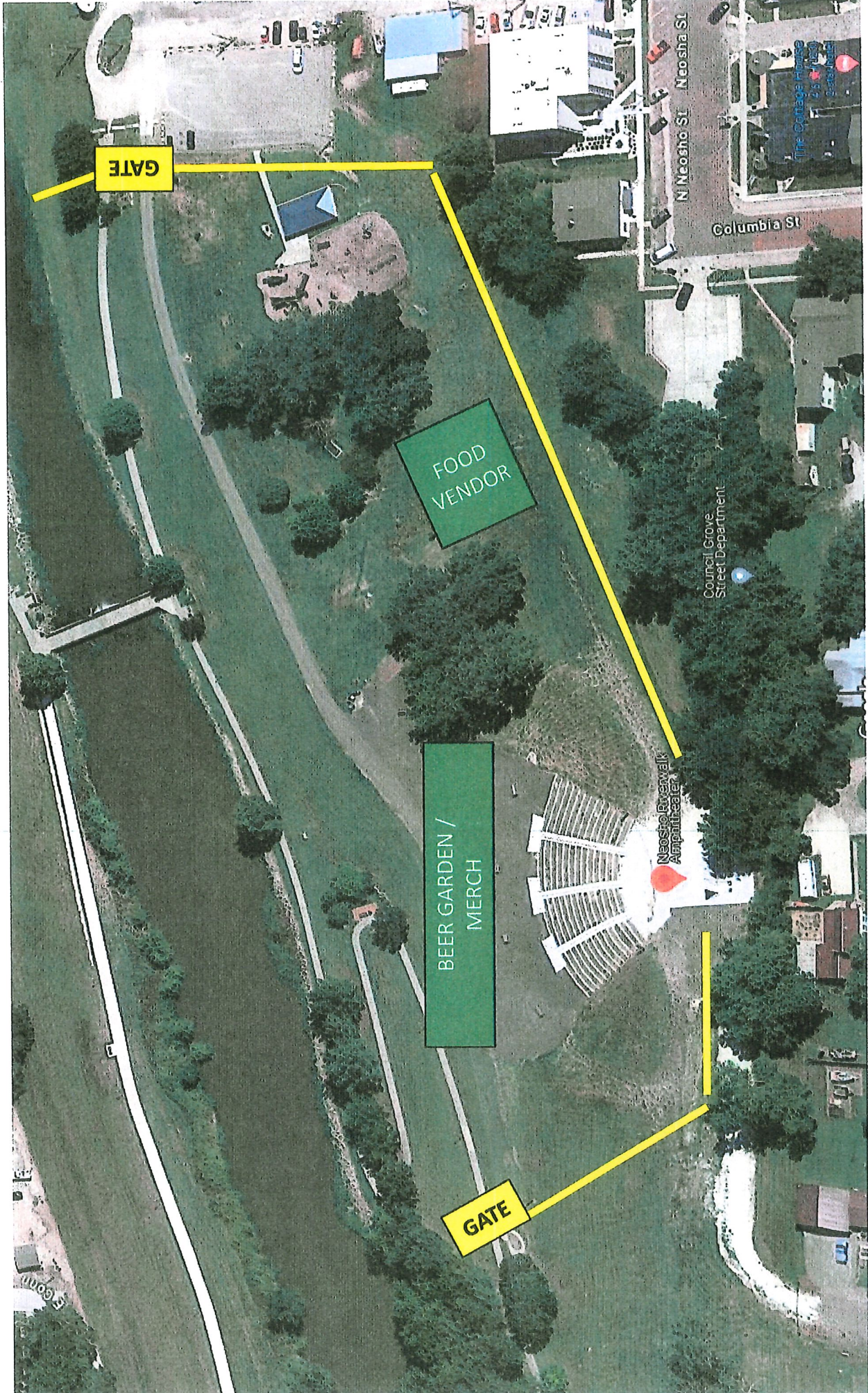
DATE

*****CITY USE ONLY*****

The Above application is hereby granted this ___ day of ___, 20___, for the purpose of retail sales on the ___ day of ___. 20___, thru the day of ___, 20___

City Clerk/City Administrator

Date



ORDINANCE NO. 108-f

AN ORDINANCE ESTABLISHING A PROCESS FOR PERMITTING THE CONSUMPTION OF ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE AT COMMUNITY EVENTS AND ESTABLISHING REGULATIONS FOR SALE OR CONSUMPTION AT COMMUNITY EVENTS OR IN TEMPORARY ENTERTAINMENT DISTRICTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COUNCIL GROVE, KANSAS:

Section 1. PURPOSE. The purpose of this ordinance is to establish a process for permitting the consumption of alcoholic liquor or cereal malt beverage at community events and establish regulations for sale or consumption at community events or in temporary entertainment districts.

Section 2. DEFINITIONS.

- (a) *'Applicant'* means any person who has filed a written application for a community event or street closure that is responsible for conducting the event and the responsible organization, corporation or other group on whose behalf the individual is requesting the permit.
- (b) *'Chief of Police'* means the Chief of Police for the City of Council Grove and his or her designee.
- (c) *'Church'* means private property utilized on a regular basis, but in no case less than a weekly basis, for worship services including, without limitation, a synagogue or mosque.
- (d) *'City'* means the City of Council Grove.
- (e) *'Closure of Streets'* means the restriction of vehicular traffic to a street or roadway or portion thereof, and includes the manual control of traffic at intersections by police.
- (f) *'Community event'* means:
 - (1) An outdoor or indoor event on public property with an expected attendance for the duration of the event of 50 or more persons, organized for a particular and limited purpose and time;
 - (2) An outdoor event on private property within the city limits with an expected attendance for the duration of the event of 50 or more persons, organized for a particular and limited purpose and time and open to the general public. Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events, other than fun runs or races, occurring solely on sidewalks or public right-of-way immediately adjacent to public streets.
- (g) *'Community event coordinator'* means the Chief of Police or his or her designee.
- (h) *'Extraordinary police service'* means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.
- (i) *'Fire chief'* means the Fire Chief for the City of Council Grove or his or her designee.
- (j) *'Motor vehicle'* means every self-propelled vehicle other than a motorized wheelchair.
- (k) *'Motorcycle'* means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.
- (l) *'Motor vehicle event'* means motorcycles, automobile cruises,

motorcycle runs, motorcycle rallies or parades in which more than 80% of the entries are motor vehicles.

- (m) *'Parade'* means an organized procession of persons, motor vehicles, bicycles, floats, animals or large objects or any combination thereof traveling in unison along or upon a street or roadway in the City which requires the closure of streets or the regulation of vehicular traffic by law enforcement to prevent a conflict with the normal or regular flow of traffic upon the street or roadway.
- (n) *'Park property'* means all grounds, roadways and land acquired and owned by the City and all grounds, roadways and land owned by the City of Council Grove, Kansas, which are designated for use as a park or recreational facility by the city council and are under the management of the City of Council Grove.
- (o) *'Permit holder'* means the person who has been issued a community event permit by the City of Council Grove.
- (p) *'Person'* shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation.
- (q) *'Private property'* means all property that is located within the boundaries of the city, except for property that is owned by the city.
- (r) *'Public property'* means any public land, outdoor park and outdoor recreational facilities, streets, highways, municipal parking lots, parkways or alleys, public spaces and rights-of-way within the city.
- (s) *'Street'* or *'highway'* means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word "highway" or the word "street" is used in this title, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.
- (t) *'Temporary entertainment district'* means a defined area, which includes city streets and public sidewalks, on which the city council has authorized the sale, possession or consumption of alcoholic liquor for a specified period of time, during a community event which has been properly licensed under this chapter.
- (u) *'Vehicle'* means every device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or roadway.

Section 3. ENFORCEMENT. The Council Grove Police Department, the Council Grove Fire Department and the authorized representatives of such departments shall be responsible for the enforcement of all provisions of this act.

Section 4. REGULATIONS FOR ALCOHOL CONSUMPTION AND SALE AT COMMUNITY EVENTS OR IN TEMPORARY ENTERTAINMENT DISTRICT.

- (a) Any applicant, who desires to sell or allow the consumption of alcoholic liquor or cereal malt beverage at a community event, shall submit an application to the Community Event Coordinator for the sale or consumption of such alcoholic liquor or cereal malt beverages at such community event or in a temporary entertainment district.
- (b) Such written application must be made on a form provided by the Community Event Coordinator. The application must be submitted to the Community Event Coordinator not less than 7 days before the next regularly scheduled meeting of the Governing Body of the City.
- (c) The written application shall contain the following information:
 - (1) The name and address of the applicant;
 - (2) The dates and times when alcoholic liquor or cereal malt beverages will be served at such event;
 - (3) All necessary and applicable state and city licenses and/or permits for the sale of alcoholic liquor or cereal malt beverage at such event, or written documentation that an application is pending for such permits, or licenses;
 - (4) A security plan;
 - (5) A plan for how and when the premises will be cleaned up;
 - (6) A plan as to how the event promoter will prevent the off-premises consumption of alcohol and the consumption of alcohol by minors;

- (7) A detailed site map indicating:
 - (a) Entry and exit points to the event venue(s);
 - (b) Description of the signage, barriers or maps which will be used to designate the area in which alcoholic liquor or cereal malt beverages may be consumed;
 - (c) The number and exact locations of all alcoholic liquor or cereal malt beverage sale/distribution booths;
 - (d) The location of any licensed drinking establishments that desire to participate in the temporary entertainment district, and a designation of the area of the licensed premises of such drinking establishment(s) which have been extended into the temporary entertainment district.
- (8) Whether entry to the event or temporary entertainment district is restricted to invited guests, or open to the public;
- (9) The type of alcoholic liquor or cereal malt beverage to be sold or dispensed and the means or method which will be used to sell, dispense or distribute the alcohol to event attendees;
- (10) The identity of the on-site supervisor of the alcoholic liquor or cereal malt beverage service;
- (11) The name, address and licensee of any drinking establishment, which is adjacent to the event and which has extended its licensed premises into the temporary entertainment district if such event is occurring on the public streets and sidewalks of the City of Council Grove. Only those drinking establishments listed on the community event application will be granted approval by the City Council to utilize the city streets, sidewalks or other public property for the extension of their licensed premises;
- (12) The name and address of any adjacent businesses which are to be included in the event area or temporary entertainment district;
- (13) A list of streets and or street rights-of-way to be closed to motor vehicle traffic for such event or temporary entertainment district and the dates and times for such street closures;
- (14) If signs are to be used to designate areas where alcoholic liquor or cereal malt beverage may be consumed, a diagram showing the number, size and location of such signs.
- (d) The City Council shall review written applications for temporary entertainment districts and may, by resolution, authorize the possession, sale and/or consumption of alcoholic liquor on streets which have been closed to motor vehicle traffic and sidewalks in the designated temporary entertainment district.
- (e) Approval by the City Council, pursuant to this Section, shall not be required for events for which a specific invitation was issued and shall be held entirely on private property.
- (f) Alcoholic liquor or cereal malt beverages served at a community event or in a temporary entertainment district are to be served in distinctively different containers than those in which non-alcoholic drinks are served.
- (g) Alcoholic liquor or cereal malt beverages served at a community event or in a temporary entertainment district are not to be sold or served in pitchers, buckets or carafes and no person is to be served or allowed to purchase more than two alcoholic drinks at the same time.
- (h) Alcoholic liquor or cereal malt beverages shall not be served, sold or consumed in glass bottles, glass containers or glass vessels at a community event or in a temporary entertainment district. However, toasting glasses may be allowed if specifically requested in the application and if approved by the City Council.
- (i) If multiple alcoholic liquor or cereal malt beverage vendors or licensees are participating in a community event or temporary

entertainment district, each vendor or licensee must serve their alcoholic liquor or cereal malt beverage in distinctive containers which identify such vendor or licensee.

- (i) . It shall be unlawful for any person, at a community event or in a temporary entertainment district, to sell, serve or allow the consumption of alcoholic liquor or cereal malt beverages to or by any individual who is not wearing a wristband or other identifying device to indicate that the individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (k) It shall be unlawful for any person to possess or consume alcoholic liquor or cereal malt beverages at a community event or in a temporary entertainment district unless such person is wearing a wristband to indicate that such individual is the legal age for consumption of alcoholic liquor or cereal malt beverage.
- (l) It shall be unlawful for any person to distribute, sell or allow the consumption of any alcoholic liquor on the streets or sidewalks within a temporary entertainment district without obtaining the approval of the City Council' and any and all necessary state and local permits for the sale of such alcoholic liquor.

Section 5. FEES. All applications to sell or allow the consumption of alcoholic liquor or cereal malt beverages at a community event shall be accompanied by an application fee of \$100.00 which shall not be refundable. All applicants shall be required to have any state licenses which may be applicable.

Section 6. REVIEW PROCESS. The Community Event Coordinator shall review the application and determine whether or not to approve or deny the permit. The following criteria shall be considered:

- (a) The event shall not obstruct the operation of emergency vehicles or equipment in or through the particular permit area;
- (b) The proposed event does not present a safety, noise or traffic hazard;
- (c) The proposed event conforms to regulations regarding the use or allowable number of participants of the proposed venue, location or site;
- (d) The proposed event does not violate the provisions of the ordinances of the City of Council Grove, the laws of the State of Kansas or the laws of the United States;
- (e) If the event requires closure of public streets, such street closures have been approved by the Chief of Police and City Council;
- (f) If the event requests exclusive use of a park property, such request has been approved by the City Council.

Section 7. DENIAL OF PERMIT. The Community Event Coordinator may deny an application if he or she finds any of the following:

- (a) One or more of the specified criteria have not been met;
- (b) The applicant knowingly made a false, misleading or fraudulent statement to the City-in the application process;
- (c) The application is incomplete) does not include payment of a required fee or does not contain the information required by this ordinance;
- (d) The application does not satisfy the requirements of the ordinance;
- (e) The applicant fails to comply with any conditions of approval, including but not limited to remittance of fees, charges or deposits;
- (f) Proof of liability insurance;
- (g) Obtaining all other permits or licenses as required by the city ordinance for the proposed event;
- (h) The applicant, within the last two years, has had a previous community event permit revoked for failure to comply with the terms and conditions of the permit or violations of the ordinances of the City of Council Grove;
- (i) The applicant, within the last two years, has organized a community event which did not conform to the plans and applications submitted or which failed to comply with any conditions placed on

- the event by the Community Event Coordinator;
- G) The proposed event would be in violation of the ordinances of the City of Council Grove, the laws of the State of Kansas or the laws of the United States;
- (d) The application was not filed more than 7 days before the next regularly scheduled meeting of the Governing Body of the City.

Section 8. INSURANCE REQUIREMENTS. The permit holder for events occurring on public property or on park property shall procure and maintain in full force and effect, during the term of the permit, a policy of insurance from an insurance company authorized to do business in the State of Kansas, which policy includes the City of Council Grove, its officers and agents, as named insureds, and which provides general liability insurance coverage in an amount of not less than \$500,000.00 per occurrence and a minimum of \$50,000.00 property damage coverage. If liquor or cereal malt beverage is to be sold, a liquor liability endorsement in an amount of not less than \$500,000.00 per occurrence and a minimum of \$50,000.00 property damage coverage shall be required. Proof of such insurance shall be submitted to the City prior to the issuance of a permit and maintenance of this insurance shall be a condition of the permit.

Section 9. HOURS OF CONSUMPTION AND OPERATION FOR COMMUNITY EVENTS. Consumption of cereal malt beverage and alcoholic liquor and outdoor entertainment shall cease between the hours of midnight to 8:00 a.m.

Section 10. DISPLAY OF COMMUNITY EVENT PERMIT. A copy of a signed approval letter from the Community Event Coordinator shall be exhibited upon the demand of any city official.

Section 11. USE OF CITY NAME OR LOGO WITHOUT AUTHORIZATION. It shall be unlawful for the permit holder conducting a community event to use the words "The City of Council Grove" or "City of Council Grove" to suggest or indicate that the event is sponsored by the City or to use a facsimile of the seal or logo of the City of Council Grove in promotional materials or advertising for the event without the City's authorization.

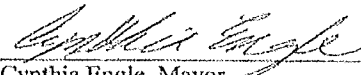
Section 12. ADMINISTRATIVE REGULATIONS. The Community Event Coordinator or his or her designee may adopt administrative regulations that are consistent with and further the terms and requirements set forth in this ordinance. All such administrative regulations must be in writing.

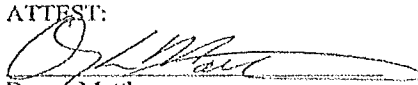
Section 13. NO RELIEF FROM LIMITATIONS OR RESTRICTIONS. The issuance of a community event permit does not relieve any person from limitations or restrictions contained in the codes of the City of Council Grove relating to noise, sanitation or street obstructions.

Section 14. PENALTIES. Any person who violates the provisions of this ordinance shall be subject to a fine not to exceed \$500.00 and a jail sentence of thirty days or both such fine and imprisonment. Each day that a violation exists shall constitute a separate offense.

Section 15. EFFECTIVE DATE. This ordinance shall be effective upon its publication in the official city newspaper.

PASSED AND APPROVED BY THE CITY COUNCIL ON THIS 18th day of July, 2011.


Cynthia Engle, Mayor

ATTEST:

Danny Matthews
City Clerk
(SEAL)

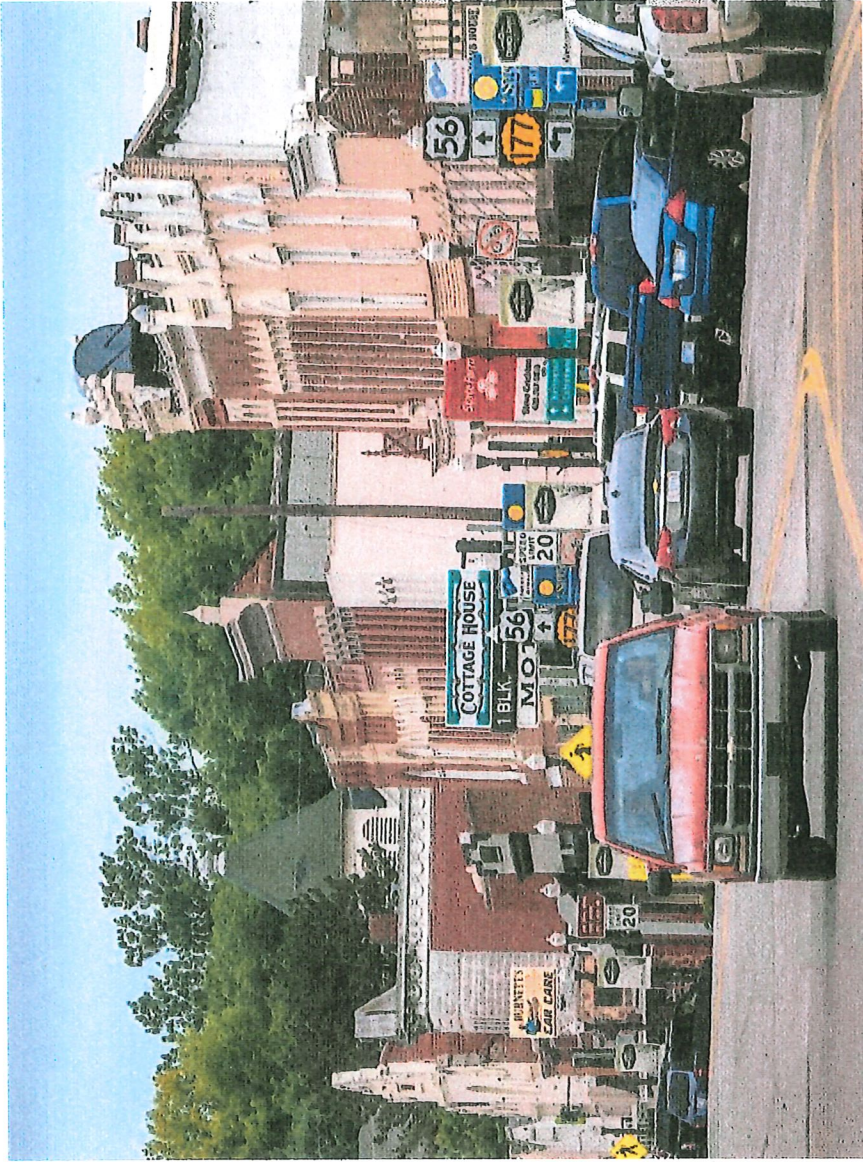




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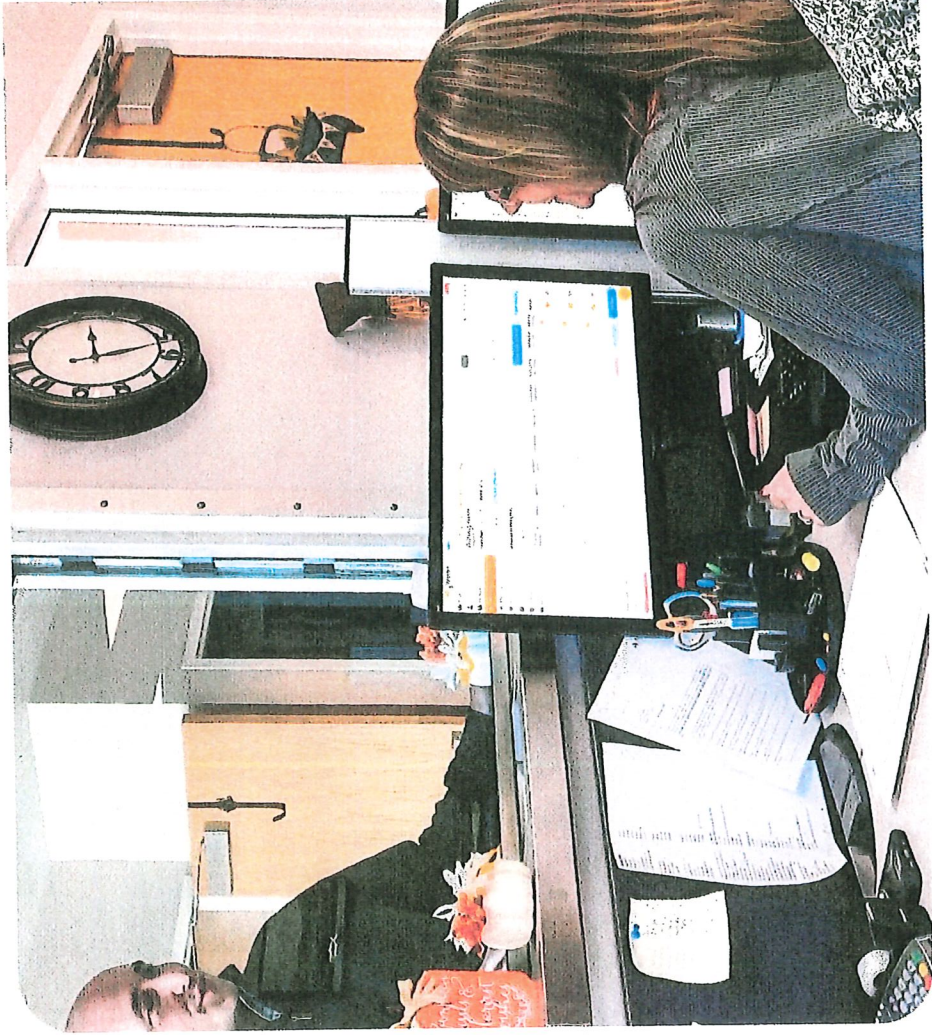


Solutions

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Empowering Small Local Governments
Through **Simple Software Solutions**

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& Budgeting
-  **HR**
& Payroll
-  **Community**
Engagement
-  **Utilities**
Management
-  **Operations**
Management
-  **Asset &**
Property Mapping



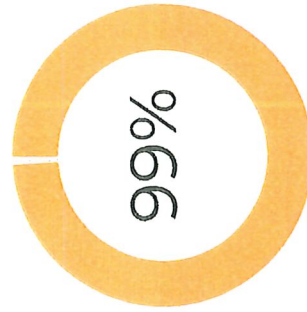


Who we are

Committed to Client Success



With nearly **2,500 Clients** in **48 States & Growing**



Client Satisfaction



Client Retention



gWorks + Council Grove, KS

Current Challenges:

- Payment Processing through PSN
 - System declining payments
 - Support
- Currently doesn't have an Inspections/Code Enforcement system in place.



gWorks + Council Grove, KS

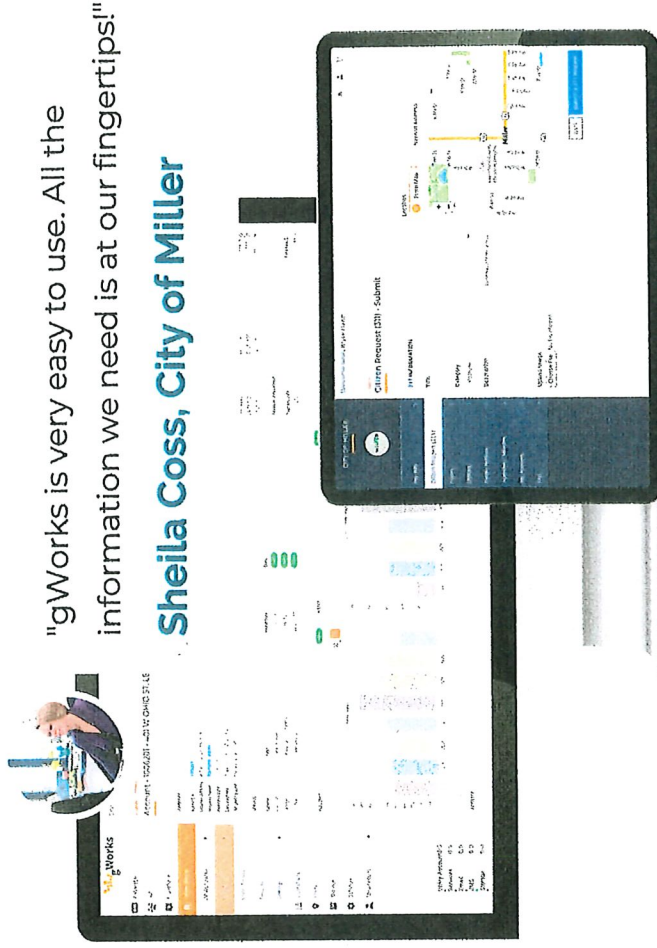
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- ✓ Finance & Budgeting
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- ✓ GIS Mapping
- ✓ Online Payments

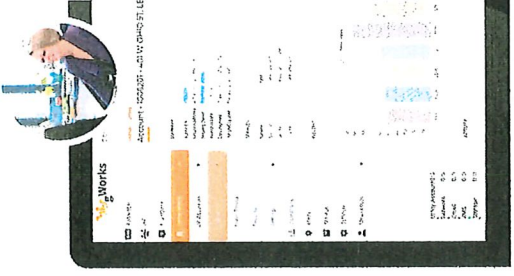
[Learn More about gWorks Enterprise](#)



gWorks to the Rescue

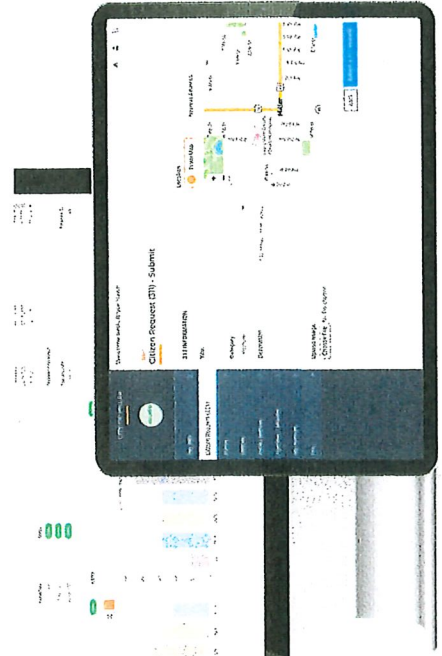
Our Core package simplifies your front and back office functions into one easy-to-use platform, helping you streamline your operations and improve efficiency.

- ✓ Finance & Budgeting
- ✓ HR & Payroll
- ✓ Utility Billing
- ✓ Citizen Engagement



"gWorks is very easy to use. All the information we need is at our fingertips!"

Sheila Coss, City of Miller



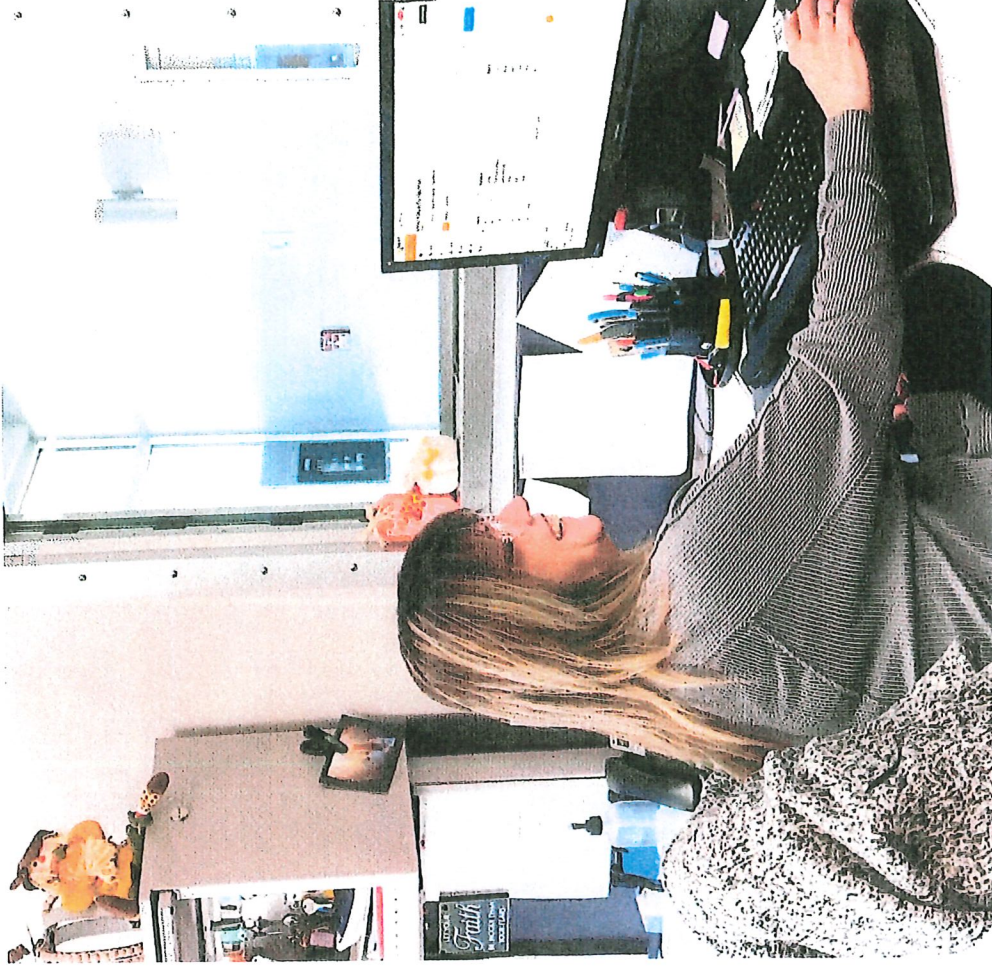
- ✓ Online Payments

[Learn More about gWorks Core](#)

Finance & Budgeting

Maximize the efficiency of your accounting processes while ensuring accurate reporting and budgeting

- ✓ General Ledger
- ✓ Accounts Payable
- ✓ Bank Reconciliation
- ✓ Accounts Receivable
- ✓ Budgeting
- ✓ Reporting

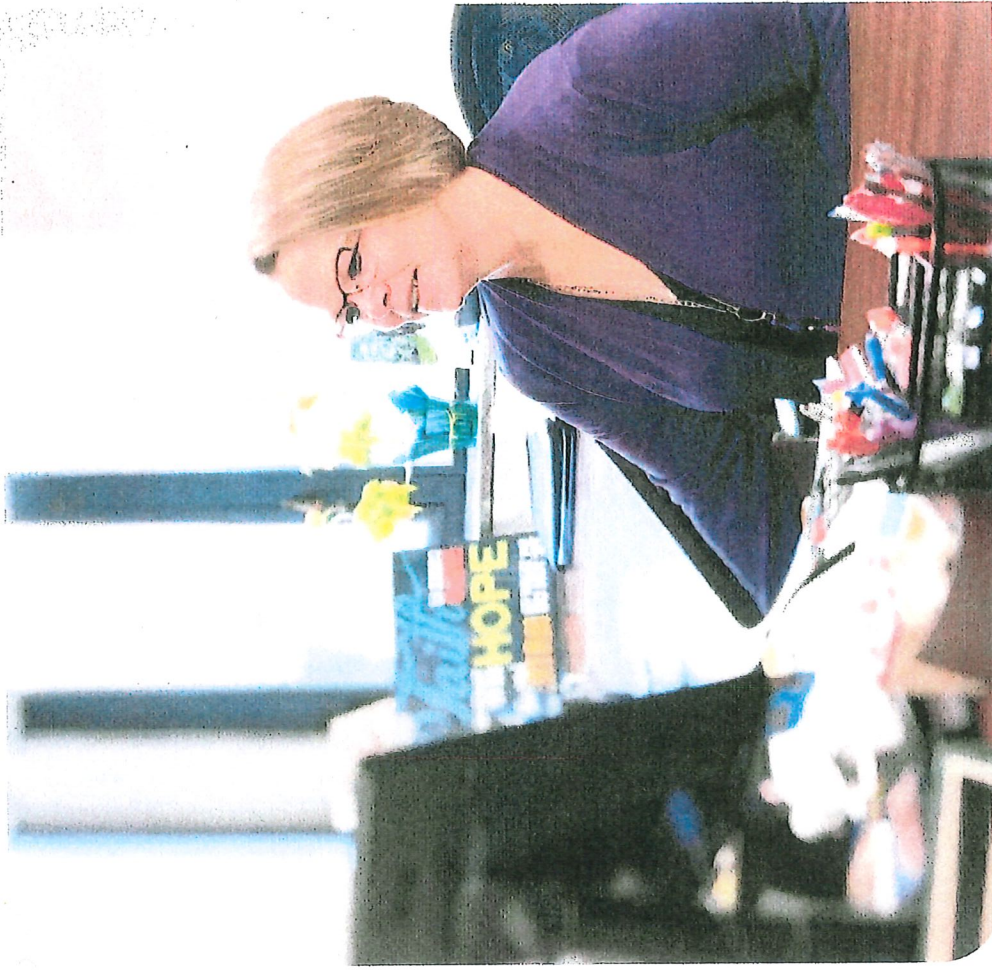




HR & Payroll

Simplify your payroll and timekeeping process while ensuring employees are paid accurately and on time

- ✓ Payroll ✓ Online Time Clock
- ✓ Time Sheets ✓ Secure ACH Deposit
- ✓ Leave Management ✓ Reporting





Utilities Management

Automate the process of billing and collecting payments for all your essential utility services

- ✓ Billing
- ✓ Account Management
- ✓ Meter Management
- ✓ Service Requests
- ✓ Landlord Management
- ✓ Reporting



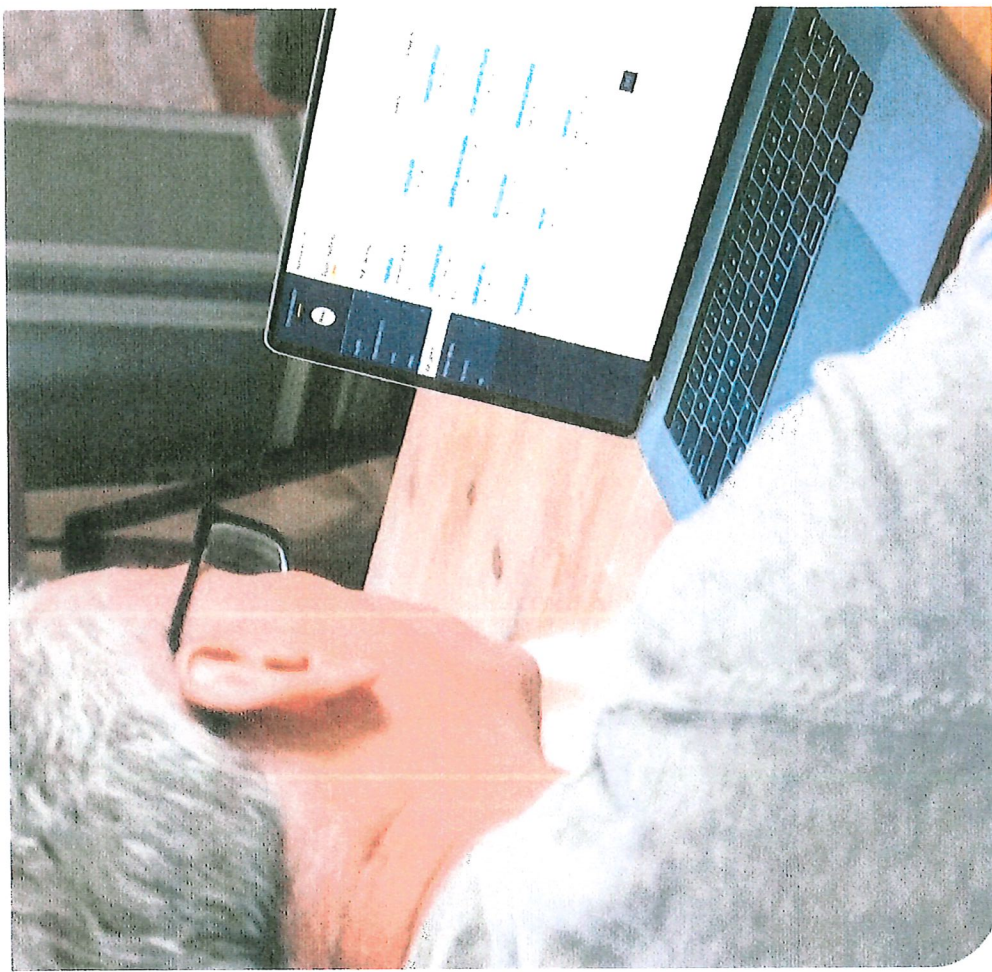


FrontDesk

Citizen Engagement

Provide accessibility and transparency for residents while providing the convenience to pay online

- ✓ Online Payments
 - Credit/Debit
 - Card & ACH
- ✓ Notifications
- ✓ Dashboards
- ✓ User Management
- ✓ Utilities - usage and account information
- ✓ Reporting



Operations Management

Maintain infrastructure by streamlining processes for public works, fleet, permits, and building maintenance

- ✓ Work Orders
- ✓ Work Orders
- ✓ Permits
- ✓ Permits
- ✓ Code Enforcement
- ✓ Code Enforcement
- ✓ Workflow Management
- ✓ Job Costing
- ✓ Reporting
- ✓ Reporting

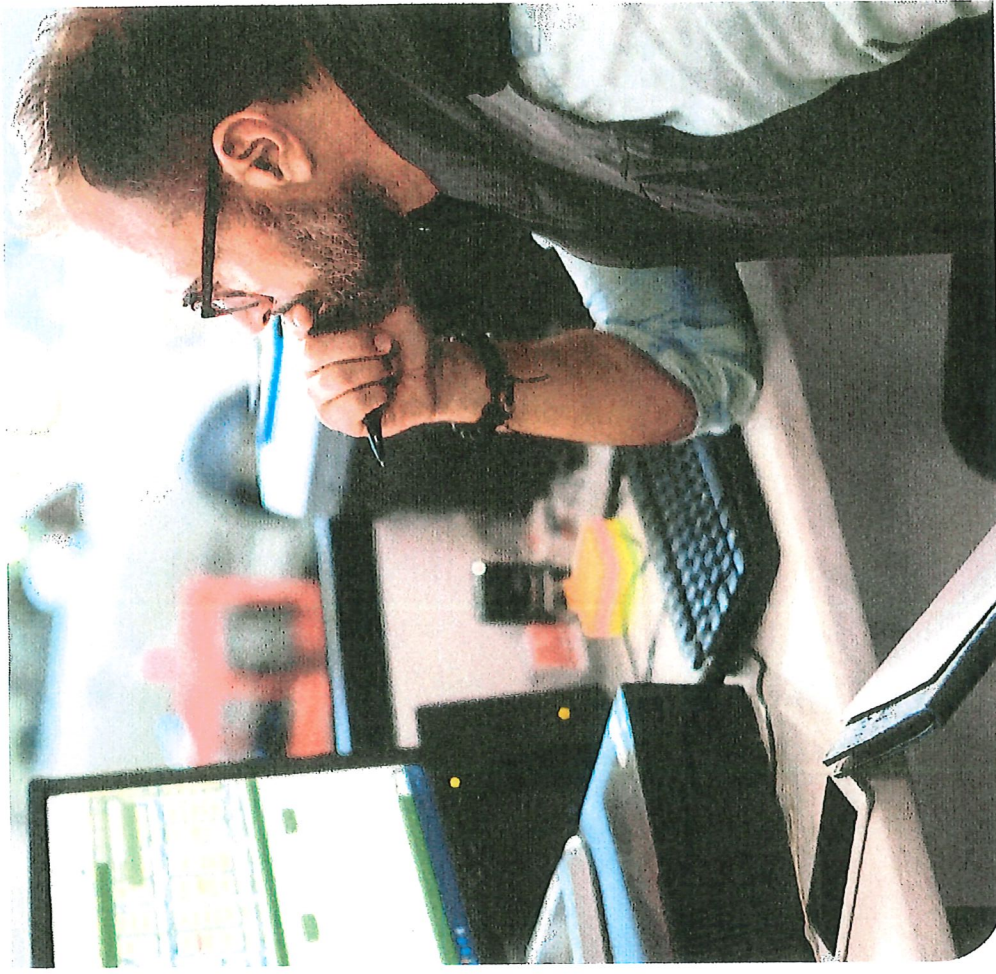




Asset Management

Maximize the efficiency of your accounting processes while ensuring accurate reporting and budgeting

- ✓ Mapping/GIS
- ✓ Asset Repository
- ✓ Job Costing
- ✓ Work Orders
- ✓ Public Access to Data
- ✓ Reporting



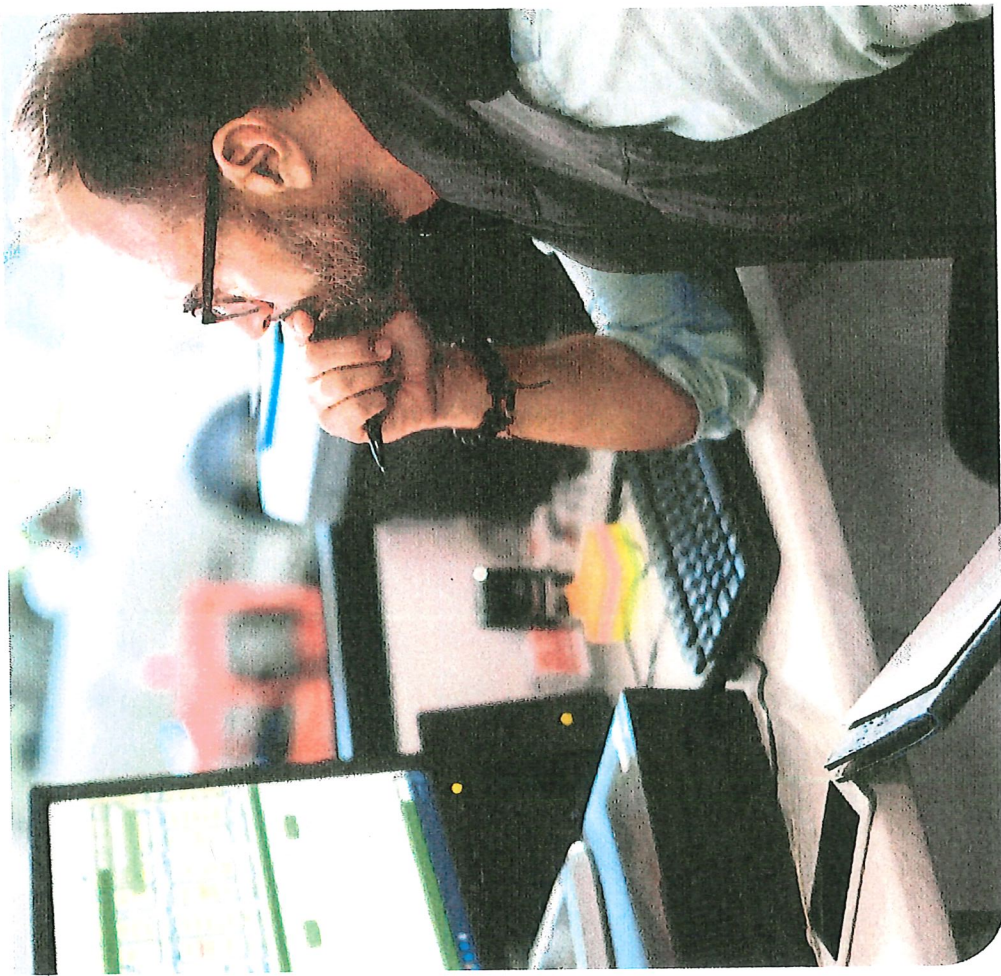


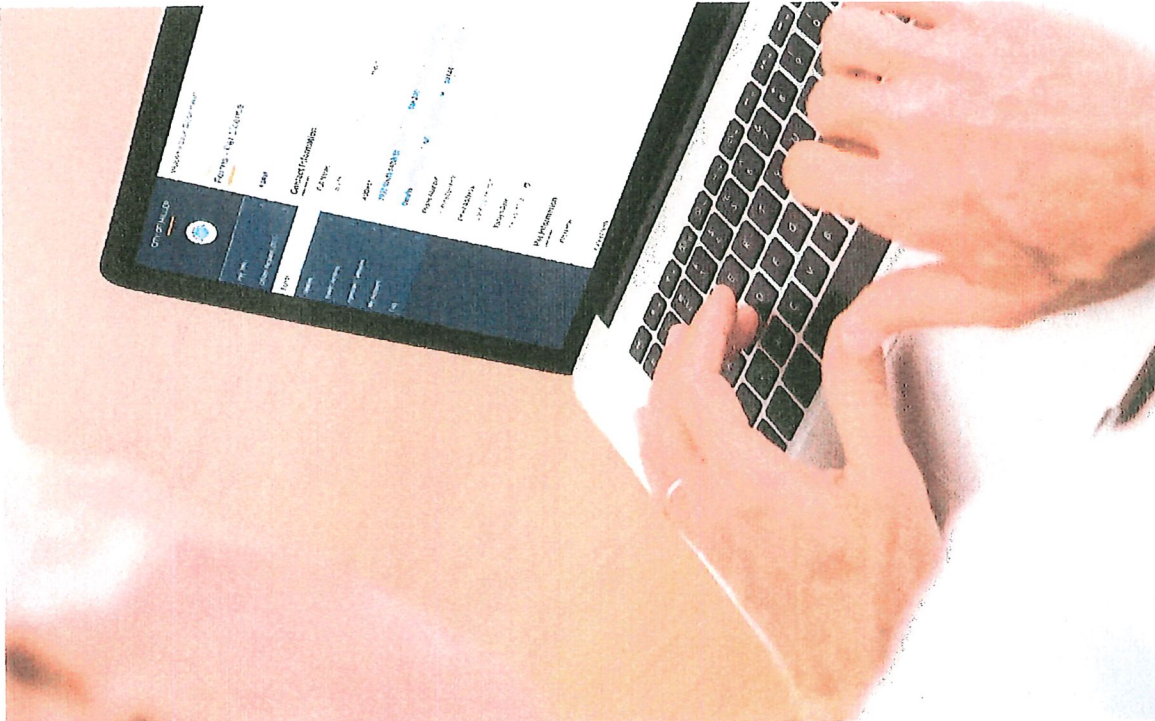
Maps Hub

GIS Mapping

Maximize the efficiency of your accounting processes while ensuring accurate reporting and budgeting

- ✓ Mapping/GIS ✓ Asset Repository
- ✓ Public Access to Data ✓ Spatial Analysis
- ✓ Reporting ✓ Additional Feature





Forms Management

Offer a modern digital platform for your citizens to fill out, submit, and pay for forms online

- ✓ Forms Builder
- ✓ Review, Approve, & Add Fees
- ✓ File Attachments
- ✓ Electronic Signatures

Pricing: gWorks Enterprise

gWorks

+ Council Grove, KS

\$0.75

Cost Per

Resident/month

\$1,583.33

Cost Per Month

Annual Fee: **\$19,000**

Implementation Fee (one-time): **\$3,000**



Pricing: gWorks Core

gWorks

+ Council Grove, KS

\$0.47

\$1,000

Cost Per Utility
Account/month

Cost Per Month

Annual Fee: **\$12,000**

Implementation Fee (one-time): **\$3,000**

