



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

**City Council Agenda**  
**May 21, 2024**  
**5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC HEARING: Performance Hearing - Shawn & Nicole Tiffany - Grant No. 22-CR-003 - Closeout Pages 2 – 10

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 11 - 14
- Appropriations:
- Cabin Transfers: B-50 Pages 15 - 29

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost:</b>
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OLD BUSINESS:

- Update: Street Scape

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost:</b>
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- Update: Council Grove Library Roof

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost:</b>
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NEW BUSINESS:

- Request - H-3/Fishing Futures: Steve Taylor

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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- Request - 135<sup>th</sup> Infantry Band – Concert at Riverwalk Park Amphitheater: Scott Allen

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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- Appointment of Brick Street Preservation Committee: Page 30

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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- Appointment of Markese Godley: Part-time Police Officer Page 31

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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- Appointment of Summer Seasonal: Recreation Page 32

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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- Alcohol Consumption and Sale at Community Events Applications Pages 33 – 35

<b>Motion:</b>	<b>Seconded:</b>	<b>Action:</b>	<b>Abstention:</b>	<b>Este. Cost</b>
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Governing Body Comments:

Adjournment:

### **Performance Public Hearing Notice**

The city of Council Grove, KS will hold a public hearing on Tuesday, May 21, 2024, at 5:30 pm, in the City Hall-Council Meeting Room located at 205 N. Union for the purpose of evaluating the performance of Grant No. 22-CR-003 which was for a Commercial Rehabilitation Project.

The proposed activities included the rehabilitation of a commercial building owned by Shawn & Nicole Tiffany located at 117-119 Main Street, Council Grove, KS 66846. The proposed scope of work consisted of window and door replacements, rebuild of masonry wall, structural stabilization, improvements to address ADA and other code violations, and other miscellaneous appurtenances related to construction activities. All proposed improvements were accomplished.

This grant was funded, all or in part, from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG) funds. All aspects of the grant will be discussed, and oral and written comments will be recorded and become a part of the City of Council Grove's CDBG Citizen Participation Plan.

If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact the City of Council Grove at least 48 hours before the public hearing at (620)767-5417 or [cityadministrator@cityofcouncilgrove.com](mailto:cityadministrator@cityofcouncilgrove.com).

Form 1

**GRANTEE'S RELEASE FORM**

1 Pursuant to the terms on Grant Agreement Number 22-CR-003 and in consideration of the sum of  
 2 TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS

(or \$ 250,000.00 )

3 is to be paid under the said contract to Council Grove, KS ,  
 4 grantee upon payment of the said sum by the State of Kansas, Department of Commerce,  
 5 hereinafter called the grantor, does remise, release, and discharge the grantor, its officers, agents  
 6 and employees of and from all liabilities, obligations, claims, and demands whatsoever under or  
 7 arising from the said contract.

8 IN WITNESS WHEREOF, this release has been executed this 21st day of  
 9 May, 2024

10 Signature of Authorized Elected Official: \_\_\_\_\_

11 Typed Name and Title: Debi Schwerdtfeger - Mayor

ATTEST AND SEAL

12 \_\_\_\_\_

13 \_\_\_\_\_

(Rev. 2-2018)

Form 4

**CERTIFICATE OF COMPLETION**

<b>A. Name of Grant Recipient</b> Council Grove, KS	<b>B. Grant Agreement Number</b> 22-CR-003
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**C. Final Statement of Cost**

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Building Rehabilitation	246,943.00	0.00	246,943.00	
2. Architectural Design	38,750.00	0.00	38,750.00	
3. Inspection	3,800.00	0.00	3,800.00	
4. Administration	20,500.00	0.00	20,500.00	
5.				
6.				
7.				
8.				
9. Total Program Costs	309,993.00	0.00	309,993.00	
10. Less Other Funds Applied	59,993.00	0.00	59,993.00	
11. CDBG Grant Amount Applied	250,000.00	0.00	250,000.00	

**D. Computation of Grant Balance**

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	250,000.00	
13. Estimated for Unsettled Third-Party Claims	0.00	
14. Subtotal (Line 11c)	250,000.00	
15. Grant Amount Per Agreement (from contract)	250,000.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	0.00	
17. Grant Funds Received	250,000.00	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0.00	

\* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

**CERTIFICATE OF COMPLETION - PAGE 2****E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)**

List amounts and describe circumstances

☐ Check if continued on additional sheet and attach**F. Remarks**☐ Check if continued on additional sheet and attach**G. Certification of Recipient**

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

05/21/2024

Date

Signature of Chief Elected Official

Debi Schwerdtfeger - Mayor

Typed Name and Title

**H. Department Approval**

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations \_\_\_\_\_ (line 16 above).

Date

Signature for CDBG Program

Typed Name

Form 7

## NOTICE OF COMPLETION/FINAL INSPECTION AND FINAL WAGE COMPLIANCE REPORT FORMAT

To: Kansas Department of Commerce  
CDBG Program  
1000 S.W. Jackson St., Suite 100  
Topeka, Ks 66612-1354

Date: 05/21/2024

Grantee: Council Grove, KS

Grant Number: 22-CR-003

1. Date of Construction Completion: 1/8/2024

2. Date of Final Inspection: 1/17/2024

### FINAL WAGE COMPLIANCE REPORT FORMAT

While you or your representative were reviewing the contractor's weekly payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

☐ NO

☒ YES

If yes, provide the following information:

a. Total amount of restitution paid (difference between what was first paid and what was required to be paid): \$ 269.28

b. Method of restitution:

☒ paid by contractor(s)

☐ paid by city with funds withheld from payment to contractor(s).

Name of Contractor or Subcontractor	Name of Affected Employees	Amount of Restitution Paid to Employee	Nature of Violation Leading to Restitution
see attachment			

05/21/2024

Debi Schwerdtfeger - Mayor

Date

Signature of Chief Elected Official

Typed Name and Title

# RESTITUTION TRACKER

Company: Kaw Valley Hardwood Floors, Inc.

Project: Council Grove Commercial Rehab (Territory Ballroom)

Date: 11/20/2023

22-CR-003

CPR #	Week Ending	Employee Name	Classification	Rate+Fringe Paid	Hours Worked	DB Required Rate + Fringe	Hourly Difference	Total due
1	11/11/23	Jorge Garay	Laborer	\$16.25	33	\$18.97	\$2.72	\$89.76
1	11/11/23	Luis Pelayo	Laborer	\$16.25	33	\$18.97	\$2.72	\$89.76
1	11/11/23	Antonio Hernandez	Laborer	\$16.25	33	\$18.97	\$2.72	\$89.76
							\$0.00	\$0.00

Total Due: \$269.28

## SECTION 3 CLOSE-OUT REPORT

(To be completed by grantee for ALL labor hours worked on the project)

### A. Grantee Information on Section 3 Project

Name of Grantee: Council Grove, KS

Project Number: 22-CR-003

### B. Project Labor Hours

Total Labor Hours worked: 1064

Section 3 worker labor hours: 417

Targeted Section 3 worker labor hours: 18

\*\*\*\*\*

Section 3 worker percentage: 39.2

Targeted Section 3 worker percentage: 1.7

(Benchmarks are 25% for Section 3 workers and 5% for Targeted Section 3 workers)

**\*\*\*If the project meets the above benchmarks, skip ahead to Section D Certification. If not, please continue to Qualitative Efforts.\*\*\***

### C. Qualitative Efforts made by Grantee and Contractors

Mark all the efforts that were undertaken to solicit low-income persons for job and contracting opportunities on this project:

- Engaged in outreach efforts.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help workers compete for jobs.
- Held one or more job fairs.
- Provided assistance to apply for/or attend college or vo-tech.
- Assisted with financial literacy training and/or coaching for workers.
- Provided technical assistance to help understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation.
- Provided bonding assistance or other efforts to support viable bids.
- Promoted use of DBE business registries.
- Outreach, engagement or referrals.

Other: **SEE ATTACHED EXHIBIT 6 - QUALITATIVE EFFORTS COMPLIANCE FORM**

**For all the Qualitative Efforts selected above, please attach documentation of these efforts with this Report.**

### D. Certification

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

On behalf of Council Grove, KS, I hereby certify, under penalty of law, that the provided Information is correct to best of my knowledge.

Debi Schwerdtfeger - Mayor  
Print Name/Title

\_\_\_\_\_  
Signature

05/21/2024  
Date

## REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

## PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME Council Grove, KSGRANT NO. 22-CR-003STREET ADDRESS 205 UnionREQUEST NO. 6 - FINALPO BOX 313cityadministrator@cityofcouncilgrove.comCITY, STATE, ZIP Council Grove, KS 66846

Grantee's - E-mail address for notifying about ACH deposit

maria@govassistsvcs.com

Administrator - E-mail address for notifying about ACH deposit

## PART II: STATUS OF CDBG FUNDS

## AMOUNT

1	PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>2,000.00</u>
2	CDBG GRANT AWARD	<u>250,000.00</u>
3	PROGRAM INCOME AND OTHER RECEIPTS	<u></u>
4	<b>TOTAL FUNDS ( 2 + 3 )</b>	<u>250,000.00</u>
5	CDBG FUNDS RECEIVED TO DATE	<u>248,000.00</u>
6	<b>TOTAL ( 1 + 5 )</b>	<u>250,000.00</u>
7	<b>REMAINING CDBG FUNDS ( 4 - 6 )</b>	<u></u>

## PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE 5/21/24 SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_DATE 5/21/24 SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

## PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

## CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: \_\_\_\_\_
2. AUTHORIZED SIGNATURE: \_\_\_\_\_
3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

ECONOMIC DEVELOPMENT SPECIALIST \_\_\_\_\_ DATE \_\_\_\_\_

ADMINISTRATIVE/ COMPLIANCE \_\_\_\_\_ DATE \_\_\_\_\_

FISCAL \_\_\_\_\_ DATE \_\_\_\_\_

Kansas Department of Commerce  
Small Cities Community Development Block Grant

(For Economic Development Grants, please attach a copy of summary of payment)

Kansas Dept of Commerce  
1000 SW JACKSON STREET, SUITE 100  
TOPEKA, KS 66612-1354

NO.	ACTIVITY NAME (As on Budget Form)	BUDGET		TOTAL COST	CDBG \$			LOCAL/OTHER \$		
		CDBG	LOCAL		EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE
5	Building Rehabilitation	206,250.00		206,250.00	2,000.00	207,450.00	-1,200.00	1,759.74	39,493.00	-39,493.00
2	Architectural Design	38,750.00		38,750.00		38,750.00				
3	Inspection	5,000.00		5,000.00		3,800.00	1,200.00			
1	Administration		20,500.00	20,500.00				6,850.00	20,500.00	
TOTALS		250,000.00	20,500.00	270,500.00	2,000.00	250,000.00		8,609.74	59,993.00	-39,493.00

Total Invoices this DD	\$10,609.74	Total Expended this DD, CDBG and Local	\$10,609.74	Total Expended	\$309,993.00
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CDBG/Local Ratio	8%	8%	81%	100%
100%				
19%				

City Council Meeting Minutes  
May 7, 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, Nathan Adams, and Sharon Haun also present were the City Administrator Nick Jones and City Attorney Brian Henderson and Molly Priest, Others attending were Jan Sciacca, Josh Sciacca, Ryan McDonald, Amanda McDonald, Maggie Linn, Pastor Billy Kryger, Dale Linn, Brett Waggoner, Sara Waggoner, Kelly Judd, Scott Allen, Gary Catlin, Stephen McKnight, Brady Helstrom.

**PLEDGE OF ALLEGIANCE**

**INVOCATION:**

Pastor Billy Kryger

**PUBLIC COMMENT PERIOD**

N/A

**CONSENT AGENDA**

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

- April 16, 2024, Minutes
- April 16, 2024, to Current Appropriations.
- Cabin Transfers: H-14, J-5

**OLD BUSINESS**

- **Street Scape – BG Consultants Brady Hedstrom**
  - **Resolution of Support**

Brady Hedstrom with BG Consultants gave an overview of the proposed street scape project for Phase 1, which will start with the Downtown 1 hundred through 3 hundred blocks. The project's proposed cost is \$1.82 million with 1.32 million coming from KDOT TA Program and \$500,000 for design and construction/inspection in matching funds in 2025 and 2026. The city should receive notice if awarded the grant in late Summer or early fall. Mr. Hedstrom also presented to the Council a resolution to apply for the grant. After discussion Councilperson Mark Berner made a motion to approve Resolution 050724-01 to apply for grant funding. The motion was seconded by Councilperson Jason Booker. Motion carried 6 – 0

- **LMI Survey: Governmental Assistance Services – Brett Waggoner**

Brett Waggoner with Governmental Assistance Services spoke to the Council regarding doing a Low to Moderate Income Survey (LMI) which, could benefit the city in being eligible to apply for CDBG grant funding for projects if it was found the city is 51% LMI. Mr. Waggoner said the survey will be conducted door to door to get the best results possible. The survey consists of ranges of income, household size, and ethnicity. The information gathered from the survey will be anonymous and protected. The cost to do the LMI Survey is \$28,500 and is not guaranteed as there is no timeline on when the census will be released by HUD. Mr. Waggoner offered to only charge for work completed if the census came out before the completion of the LMI survey. After discussion Councilperson Jason Booker made a motion to approve doing the LMI Survey from Infrastructure funds in the amount of \$28,500. The motion was seconded by Councilperson Mark Berner. Motion was split 3 – 3 with Councilpersons Booker, Berner, Haun voting in favor and Hartman, Honer, and Adams voting against it. Mayor Schwerdtfeger cast the tie breaking vote in favor of doing the LMI Survey. 4 – 3 vote with Mayor Schwerdtfeger breaking the tie.

- **Update: Mill N Overlay – 4<sup>th</sup> Street to East City Limits**

City Administrator Nick Jones said the Shilling Construction has completed the Mill N Overlay from 4<sup>th</sup> street to the east city limits. The cost was under the \$400,000 KDOT grant. Administrator Jones said the city did not incur any matching cost sense the project was under the grant amount.

**NEW BUSINESS**

- **Office Committee Recommendation - BCBS Health Insurance Renewal: Jake Ownes**  
 Jake Ownes with Blue Cross Blue Shield presented to the Council the insurance renewal for June 1, 2024. Mr. Ownes said the city will see an increase of 59% in insurance premiums due largely in part to large claims. Claims made from June 2023 through February 2024 totaled \$1,274,398.64 with the city only paying \$167,250.46 during the same time. Mr. Ownes said to stay on the Current Level Funded Quad 2 the cost per year will go from \$240,296.26 to \$382,084.68 and increase of \$141,788.40. Administrator Jones said the city set back the savings of \$135,000 from the previous renewal in the event of such increase. Administrator Jones also said that the city would be reimbursed approximately \$38,000 for the 20% that employees pay for family coverage. Jones said the city received quotes from several other companies and BCBS was still the better insurance with lower cost. After discussion Councilperson Denise Hartman made a motion to approve the BCBS renewal. The motion was seconded Councilperson Sean Honer. Motion carried 6 – 0
- **Brick Streets Preservation Committee: Appointments:**  
 Mayor Schwerdtfeger has asked for people to contact her that would like to be on the committee along with Councilpersons Hartman and Honer.
- **Brick Streets Preservation: Sales Tax Ballot Question – Discussion**  
 Councilperson Jason Booker proposed a .5 percent Sales Tax ballot question that if approved at election time would fund the repair and replacement of the brick streets in town. Councilperson Booker said his reasoning was because the State is retiring the food sales tax fee that the fee would not as noticeable. Discussion was tabled until the Brick Streets Preservation Committee is formed.
- **Summer Seasonal Appointments: Streets & Parks/Utilities Departments**  
 Mayor Debi Schwerdtfeger appointed Cade Honer and Chris Barbo to the Streets and Parks/Utilities Departments as Summer Seasonal employees at a pay rate of \$12.00 an hour. A motion was made by Councilperson Jason Booker to approve the appointments. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0 with 1 abstention – Councilperson Honer
- **Summer Seasonal Recreation Appointments:**  
 Mayor Schwerdtfeger appointed the following to Summer Seasonal Recreation for 2024.  
 CGAC/CGRD Appointment List 2024  
 Current Training &gt; (WSI/Lifeguard/CPR/First Aide)
  - ▶ Lauren Carlson Pool Manager \$13.50
  - ▶ Ally Hower Asst. Pool Manager \$9.91
  - ▶ Lillian Zeigler Asst. Pool Manager \$9.91
  - ▶ Name                      Position                      Wage
  - ▶ Allison Hower Lifeguard - 3rd + \$9.00
  - ▶ Gavin Mills Lifeguard - 3rd + \$9.00
  - ▶ Casaiia Mullen Lifeguard - 3rd year \$9.00
  - ▶ Koen Hula Lifeguard - 3rd year \$9.00
  - ▶ Lillian Zeigler Lifeguard - 3rd year \$9.00
  - ▶ Brooklynn Wangerin Lifeguard - 2nd year \$8.50
  - ▶ Paul Bessmer Lifeguard - 2nd year \$8.50
  - ▶ Kierni Mullen Lifeguard - 2nd year \$8.50
  - ▶ Mason Wilkens Lifeguard - 2nd year \$8.50
  - ▶ Abigail Allen Lifeguard - 2nd year \$8.50
  - ▶ Creighton Simeka Lifeguard - 2nd year \$8.50
  - ▶ Brecken McEuen Lifeguard - 2nd year \$8.50
  - ▶ Linkin Sherwood Lifeguard - 2nd year \$8.50
  - ▶ Elkan Spear Lifeguard - 2nd year \$8.50
  - ▶ Marlie Hayes Lifeguard - 1st year \$8.25
  - ▶ Leo White Lifeguard - 1st year \$8.25
  - ▶ Whitlyn Mullen Lifeguard - 1st year \$8.25
  - ▶ Macelyn Taylor Lifeguard - 1st year \$8.25
  - ▶ Tessa Weinlich Lifeguard - 1st year \$8.25
  - ▶ Bradley Doornbos Concessions \$7.69
  - ▶ Capri Gant Concessions \$7.69
  - ▶ Emily Bacon Concessions \$7.69
  - ▶ Grady Kepley Concessions \$7.69
  - ▶ Hallie Frazier Concessions \$7.69
  - ▶ Lucy Palmquist Concessions \$7.69

- ▶ Maxton Villalobos Concessions \$7.69
- ▶ Neenah Hesterman Concessions \$7.69
- ▶ Haylie Grant Concessions \$7.69
- ▶ MaKenzie Grant Concessions \$7.69
- ▶ Logan Stockwell Concessions \$7.69
- ▶ Evan Birk Concessions \$7.69
- ▶ Hollyn Zeigler Concessions \$7.69
- ▶ Ashlynn Kesler Concessions \$7.69
- ▶ Taegan Wilkens Concessions \$7.69
- ▶ Kason Spear Concessions \$7.69
- ▶ Madison Brown Concessions \$7.69
- ▶ Jordan Carlson Maint. 3+ \$11.25
- ▶ Mija Carlson Maint. 3+ \$11.25 7
- ▶ Hayden Buttery Maint. 2nd \$10.00
- ▶ Braun Frye Maint. 2nd \$10.00

A motion was made by Councilperson Jason Booker to approve of the appointments. The motion was seconded by Councilperson Nathan Adams. Motion carried 6 – 0

• **Utilities Committee Recommendation: Micheal Stover**

The Utilities Committee recommends a pay increase \$1.50 for Micheal Stover for successfully passing his Kansas Class II Water Operator Certification in accordance with Resolution 101822-01. The pay increase will be effective as of April 14, 2024.

B. Specific Department Certification Rate Increases:

Public Utilities Certifications (Certifications as recognized by the Kansas Department of Health and Environment)

Kansas Class I Water Operator	\$1.50 Increase
Kansas Class II Water Operator	\$1.50 Increase
Kansas Class I Wastewater Operator	\$1.50 Increase
Backflow Prevention	\$1.50 Increase

A motion was made by Councilperson Mark Berner to approve the recommendation. The motion was seconded by Councilperson Sean Honer. Motion carried 6 – 0

• **Library Roof Replacement: Murphy's Seamless Roofing Inc.**

City Administrator Nick Jones presented the Council with a quote from Murphys Seamless Roofing in the amount of \$36,500. Administrator Jones said he has receive other quotes that are more expensive. Administrator Jones also said that Murphy's is willing to take half the payment now and the other half in 2 to 3 months while the Library Board waits the results of grants they have applied for. After discussion Councilperson Denise Hartman made amotion to approve the quote from Murphy's Seamless Roofing. The motion was seconded by Councilperson Sean Honer. Motion carried 6 – 0



**Murphy's Seamless Roofing Inc**  
 5450 Murphy Lane  
 Saint Marys, KS 66536  
 Phone: (785) 844-1822  
 Email: murphysseamless@gmail.com

**Prepared For**  
 Nick Jones  
 829 Main St.  
 Council Grove, Kansas 66846  
 (785) 466-6775  
 Estimate # 2089  
 Date 11/29/2023  
 Business / Tax # 83-3404803

Description	Total
Description	\$0.00
• Power wash entire roof	
• Primer all of roof	
• Full fabric with polyester fabric and elastomeric basecoat over the entire roof.	
• Caulk all edges, AC units and vent pipes.	
• Topcoat entire roof with a white elastomeric topcoat.	
Description	\$36,500.00
Description	\$0.00
This is a 20 year labor and material Warranty.	
50% down upon starting of job. The rest of the money will be paid as soon as the city gets paid their grant money. It could be up to three months.	
<b>Subtotal</b>	<b>\$36,500.00</b>
<b>Total</b>	<b>\$36,500.00</b>

- **Executive Session Attorney Client Privilege – City Lake – Pat Riordan**  
Councilperson Nathan Adams made a motion to go in to Executive Session for Attorney Client Privilege with Attorney Pat Riordan for 20 minutes to include the Mayor, Council, City Administrator, and City Attorney's. The motion was seconded by Councilperson Jason Booker. Motion carried 6 – 0. No action was taken.

#### **GOVERNING BODY COMMENTS**

- **Mayor Debi Schwerdtfeger** – N/A
- **Councilperson Mark Berner** – asked if the City Council work like to call a special work meeting to discuss real cost to taxpayers regarding the water and sewer projects.
- **Councilperson Denise Hartman** – asked when the planters would be planted. Mayor Schwerdtfeger said they would be planted Friday.
- **Councilperson Sean Honer** – Absent – Left for event.
- **Councilperson Nathan Adams** – Absent – Left for event.
- **Councilperson Sharon Haun** – N/A
- **Councilperson Jason Booker** – Said East Main turned out nice with the Chip N Seal.
- **City Attorney Brian Henderson** – N/A
- **Assistant City Attorney Molly Priest** – N/A
- **City Administrator Nick Jones** – said he meant with KDOT representatives and Brady Hedstrom with BG Consultants to go over the proposed grant and Mill N Overlay from Belfry to the west city limits. Administrator Jones said the city should know if we are awarded sometime in the Fall.

Mayor Debi Schwerdtfeger asked for a motion to adjourn. Councilperson Jason Booker made a motion to adjourn. Councilperson Mark Berner seconded the motion. Motion carried 4 – 0

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Debi Schwerdtfeger                      Mayor

ATTEST:

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Nick Jones                      City Administrator

# Application for Cabin Site Transfer

## COUNCIL GROVE CITY LAKE

Site Number: 850 Date: \_\_\_\_\_, 20\_\_\_\_

Name of Transferee: Daran R. & Kendra S. Neuschaefer

Address: 2126 MELROSE LANE

City: SALINA State KS Zip Code 67401

Telephone Number: 785-

Name of Transferor: JASON & Lynette Brummett

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OFFICE USE ONLY BELOW THIS LINE

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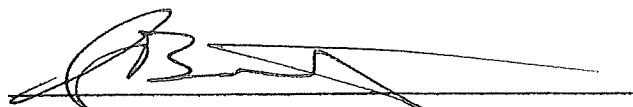
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Septic tank checked: 4/25/24 SB

The above application is approved:

this 25<sup>TH</sup> day of APRIL, 2024

Signed



Building Inspector

## BILL OF SALE

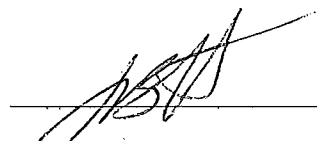
KNOW ALL PERSONS BY THESE PRESENTS: Jason Brummett and Lynette Brummett the undersigned grantors, in consideration of Ten Dollars and other valuable consideration do


GRANT, TRANSFER AND DELIVER unto, Daran R. Neuschafer and Kendra S. Neuschafer, husband and wife as joint tenants, the following described property to wit:

The lease to Lot B-40 Final Plat, Council Grove Lake Park Section B, 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 Daran R. Neuschafer and Kendra S. Neuschafer, and the said grantors hereby covenants with the said grantee that it is the lawful owner of said goods and chattels; that they are free from all encumbrances; it has right to convey the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

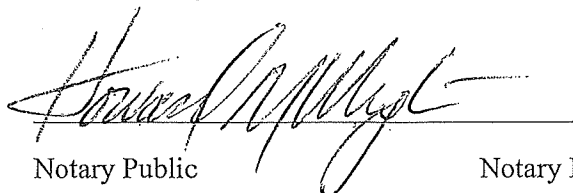
IN WITNESS WHEREOF, the said grantor has hereunto set his hand this 4<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Jason Brummett

  
\_\_\_\_\_  
Lynette Brummett

STATE OF KANSAS COUNTY OF MORRIS

Be it remembered on this 4th day of May 2024 before me, the undersigned at Notary Public in and for the County of Morris and State of Kansas came Jason Brummett and Lynette Brummett 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.

  
\_\_\_\_\_  
Notary Public

Notary Public Appointment expires \_\_\_\_\_

HOWARD M. WRIGHT  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appointment Expires: \_\_\_\_\_



**LAKE**SIDE  
**PROPERTIES**

## BILL OF SALE

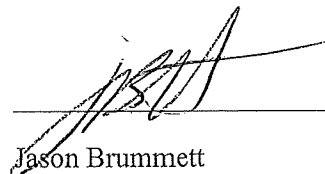
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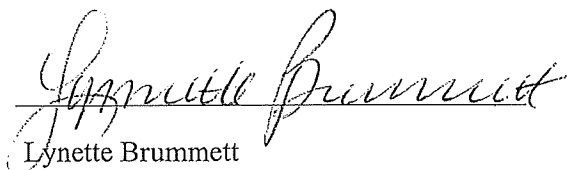
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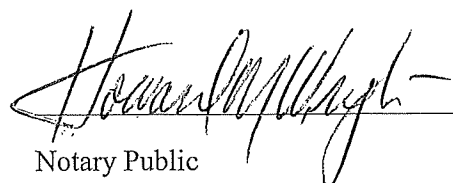
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\_\_\_\_\_  
Jason Brummett

  
\_\_\_\_\_  
Lynette Brummett

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Notary Public

Notary Public Appointment expires \_\_\_\_\_

HOWARD M. WRIGHT  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appointment Expires: \_\_\_\_\_



**LAKE**  
**SIDE**  
**PROPERTIES**

BILL OF SALE


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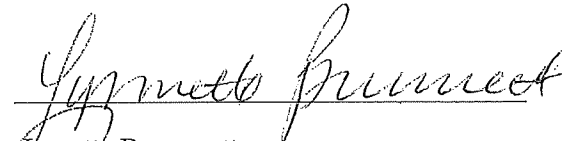
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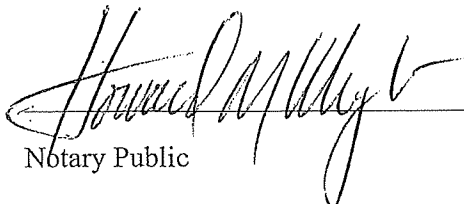
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Jason Brummett

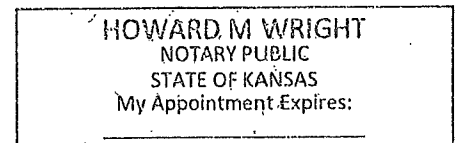
  
Lynette Brummett

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Notary Public

Notary Public Appointment expires \_\_\_\_\_



**LAKE SIDE**  
**PROPERTIES**

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 19<sup>th</sup> day of MAY 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and DARAN R NEUSCHAFER & KENDRA S NEUSCHAFER, 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 B, Lot B - 50, 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:

DARAN R NEUSCHAFER  
2126 MELROSE LANE  
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:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

LESSEE:

Primary Leaseholder

Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Address to which Primary Leaseholder authorizes Notices:

\_\_\_\_\_  
2126 Melrose Lane  
\_\_\_\_\_  
Solina KS 67401  
\_\_\_\_\_

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

\_\_\_\_\_  
108 SUNRISE POINT  
\_\_\_\_\_  
Council Grove KS 66846  
\_\_\_\_\_



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### Brick Street Preservation Committee Appointments

- Connie Essington
- Dale Winn
- Denise Hartman
- Mark Brooks
- Sean Honer



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### Police Department Appointment

Appointment of Markese Godley from full-time Class A Officer to part-time Police Officer at a pay rate of \$17.00 per hour.



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### **Summer Seasonal Lifeguard/Concessions Works Appointments**

- 3rd year guard - Myles Gant - \$9.00
- 1st year guard - Laine Johnson - \$8.25
- Concessions worker - Reid Buttrey - \$7.69



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### Alcohol Consumption and Sale at Community Events Applications

1. NAME Flint Hills Artisan Fair  
 ADDRESS 19 N. Chautauque Council Grove, KS 66846
2. DATE OF EVENT June 22nd 2024  
 TIME OF EVENT 9a - 5p
3. STATE LICENSE PERMIT FOR THE SALE OF ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE 15612
4. A SECURITY PLAN. **ATTACH TO FORM**
5. A PLAN FOR HOW AND WHEN THE PREMISES WILL BE CLEANED UP  
**ATTACH TO FORM.**
6. A PLAN AS TO HOW THE EVENT PROMOTER WILL PREVENT THE OFF PREMISES CONSUMPTION OF ALCOHOL AND THE CONSUMPTION OF ALCOHOL BY MINORS. **ATTACH TO FORM**
7. A DETAILED SITE MAP INDICATING ENTRY EXIT POINTS TO THE EVENT VENUE(S), DESCRIPTION OF THE SIGNAGE, BARRIERS, OR MAPS WHICH WILL USED TO DESIGNATE THE AREA IN WHICH ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGES MAY BE CONSUMED, NUMBER AND EXACT LOCATIONS OF ALL ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE SALE/DISTRIBUTION BOOTHS AND THE LOCATION OF ANY LICENSED DRINKING ESTABLISHMENTS THAT DESIRE TO PARTICIPATE IN THE TEMPORARY ENTERTAINMENT DISTRICT. **ATTACH TO FORM**
8. IS ENTRY TO THE EVENT OR TEMPORARY ENTERTAINMENT DISTRICT IS RESTRICTED TO INVITED GUESTS OR OPEN TO THE

PUBLIC. Open to public

9. ATHE 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. **ATTACH TO FORM**
10. IDENTIFY THE ON-SITE SUPERVISOR OF THE ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE SERVICE. Brooke Simmons - Topsy Gipsy
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 TEMPORY ENTERTAINMENT DISTRICT IF SUCH EVENT IS OCCURING ON THE PUBLIC STREETS AND SIDEWALKS OF THE CITY OF COUNCIL GROVE. **ATTACH TO FORM**
12. THE NAME AND ADDRESS OF ANY ADJACENT BUSINESSES WHICH ARE TO BE INCLUDED IN THE EVENT AREA OR TEMPORARY ENTERTAINMENT DISTRICT. **ATTACH TO FORM**
13. A LIST OF STREETS AND/OR STREETT 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. **ATTACH TO FORM**
14. IF SIGNS ARE TO BE USED TO DESIGNATE AREAS WERE ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE MAY BE CONSUMED, A DIAGRAM SHOWING THE NUMBER, SIZE AND LOCATION OF SUCH SIGNS. **ATTACH TO FORM**

  
Applicant's Signature

5/16/24  
Date

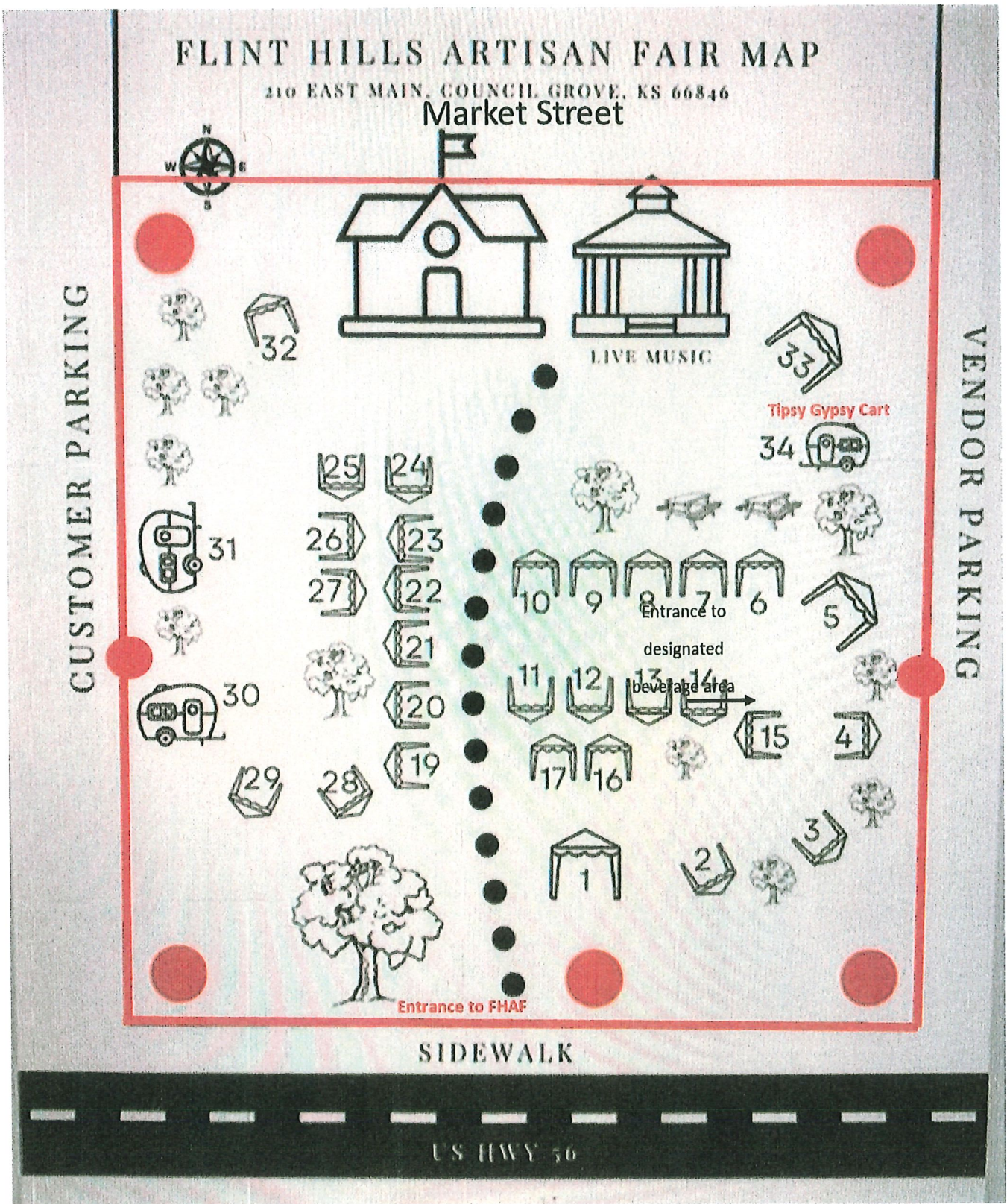
\*\*\*\*\*CITY USE ONLY\*\*\*\*\*

The above application is hereby granted this \_\_\_\_ day of \_\_\_\_, 2022, for the purpose of retail sales on the \_\_\_\_ day of \_\_\_\_, 20\_\_, thru the \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk/City Administrator

\_\_\_\_\_  
Date

Alcohol Consumption and Sale at Community Event Application: #7 & #14 detailed list of signs



= No Alcohol Beyond this point signs

= Designated Alcohol Area Barrier