



City Council Agenda  
 July 18, 2023  
 5:30 P.M. - City Hall

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC COMMENT PERIOD

Items not already on the agenda may be brought before the Governing Body. Persons must sign in to be eligible. (Three-minute maximum time limit). After three minutes, items will then be voted on to see whether to place the item on the next agenda.

CONSENT AGENDA:

- Minutes from the Previous meeting: Pages 2 – 5
- Appropriations:
- Cabin Transfer: C-35 Pages 6 - 25

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

OLD BUSINESS:

- N/A

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

NEW BUSINESS:

- Henry Salas – Mi Pueblito - Variance Request Pages 26 - 27

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

- Sales Tax Committee Recommendation: Pages 28 - 46

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

- City Lake Committee Recommendation: Variance Request B-21 Pages 47 - 51

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

- City Lake Committee Recommendation: Boundary Line Adjustment C-40 Pages 52 - 60

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

- Date of Public Hearing: Intent to Exceed Revenue Neutral Rate/Approval of City Budget: Page 61

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

- Purchase of Real Estate: Katy Depot

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

- Executive Session: Council Grove City Lake

Motion:                      Seconded:                      Action:                      Abstention:                      Este. Cost

Governing Body Comments:

Adjournment:

City Council Meeting Minutes  
June 29, 2023

**WELCOME AND CALL TO ORDER**

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Sharon Haun, Jason Booker, Mark Berner, Denise Hartman and Sean Honer, also present were the City Administrator Nick Jones, City Attorney Brian Henderson, Assistant City Attorney Molly Priest. Others attending were Jan Sciacca, Arthur Wells, Karen Exon

**PLEDGE OF ALLEGIANCE**

**INVOCATION:**

Denise Hartman

**PUBLIC COMMENT PERIOD**

Arthur Wells addressed the City Council concerning maintenance at Greenwood Cemetery and what is done other than mowing and weed eating. Mr. Wells said he visits the cemetery frequently and noticed that plastic flowers were mowed over and not cleaned up, bush were mowed over. Councilperson Denise Hartman suggested that some type of reminder of the importance of cemetery and what it means to family's.

**CONSENT AGENDA**

Councilperson Mark Berner 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:

- June 20, 2023, Minutes
- June 20, 2023, to Current Appropriations.

**OLD BUSINESS**

- **Safe Routes to School**  
City Administrator Nick Jones updated the City Council regarding Safe Routes to School and the initial contact information being sent out for temporary easements to the residents that will be receiving new sidewalks as part of the program. Administrator Jones said there are 43 property owners that will receive the mailing and once an agreement has been made it will allow access for the construction of the sidewalks. The current plan is to get acquisitions of the temporary easements and start construction in the Summer of 2024.

**NEW BUSINESS**

- **Executive Session: City Owner Property/Katy Depot**  
Councilperson Sean Honer made a motion to go into Executive Session for City owner property regarding the Katy Depot for 20 minutes to include the City Council, Mayor, Administrator, and City Attorney and Assistant City Attorney. The motion was seconded by Councilperson Jason Booker. Motion Carried 5 – 0. No Action was taken when meeting resumed.

- **Executive Session: Non-Elected Employee Evaluation**

Councilperson Sharon Haun made a motion to go into Executive Session for Non-Elected Employee Evaluation for 15 minutes to include the Mayor and City Council. The motion was seconded by Councilperson Jason Booker. Motion Carried 5 – 0. No Action was taken when meeting resumed.

- **City Employee Merit Raises:**

City Administrator Nick Jones presented the recommendation for Employee Merit Raises. Below are the employees recommended to receive merit raise increases after completion of yearly evaluations. Employees not listed have either received a promotion or pay increase or have not been employed with the city for 1 year. The city budgeted \$24,000 for pay increases for 2023. The Utilities Department merit raises are funded through Water and Sewer. Effective July 1, 2023 The Council agreed to give Utilities Superintendent Derek Craige a 3% raise. Administrator Jones said that Superintendent Craige and his crew did an outstanding job of managing the water plant while the water tower was out of service being refurbished. Mayor Schwerdtfeger said the Council had agreed to raise Administrator Jones incrementally and review his salary again after he completes his master's degree next April. A motion was made by Councilperson Mark Berner to approve the merit raises. The motion was seconded by Councilperson Sharon Haun. Motion Carried 5 – 0

**Utilities Department:**

- **Derrick Craige**
- **David Siemers**
- **Michael Stover**
- **John Veh**

**Streets and Parks Department:**

- **Jeff Barbo**
- **Rodney Yowell**
- **Allen Blosser**
- **Mark Meador**
- **Dale Everett**
- **Wyatt Miller**

**Police Department:**

- **Shawn Wangerin**
- **Jason Bacon**
- **Terry Lif**
- **Jimmy Blackburn**
- **Markese Godley**
- **Jonathon Mayhill**

**Recreation Department:**

- **Justin Carlson**

**City Hall:**

- **Nick Jones**
- **Theresa Drube**
- **Lisa Good**
- **Dan Drube**
- **Megan Weaver**

- **Budget Work Session: Schedule Meeting Date**

City Administrator Nick Jones suggested to the City Council that a Work Session be scheduled for July 6 at 5:30pm in City Hall. Administrator Jones said the budget was ready for review. A motion was made by Councilperson Jason Booker to approve the work session. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0

**GOVERNING BODY COMMENTS**

- **Mayor Debi Schwerdtfeger** – Looking forward to the 4<sup>th</sup>.
- **Councilperson Jason Booker** – N/A
- **Councilperson Mark Berner** – N/A
- **Denise Hartman** – N/A
- **Councilperson Sean Honer** – asked if Marina has taken the aquatic nuisance test. Administrator Jones said he would check with the Marina.
- **Councilperson Larry Siegrist** – Absent
- **Councilperson Sharon Haun** – inquired if she would need to help with handing out ice cream sandwiches for the City's 4<sup>th</sup> of July Event. Administrator Jones said he would need her help. Councilperson Denise Hartman also volunteered to help.
- **City Attorney Brian Henderson** – N/A
- **Assistant City Attorney Molly Priest** – N/A
- **City Administrator Nick Jones** – asked the Council if they would have any issues with Fireworks being shot off on Friday June 30<sup>th</sup> sense is was the Friday before July 1<sup>st</sup> Ordinance allows. City Attorney Brian Henderson said the Council could not legislate a change, but that Administrator Jones could talk to the Police Chief and advise his Officers to be lenient.

**Adjournment:**

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

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 Debi Schwerdtfeger

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 Mayor

ATTEST:

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 Nick Jones

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 City Administrator





**Application for Cabin Site Transfer**<sup>P6</sup>

**COUNCIL GROVE CITY LAKE**

Site Number: C-35 Date: July 12, 2023

Name of Transferee: Bowman Family Rev. Trust

Address: 808 E 28<sup>th</sup> St.

City: Lawrence State KS Zip Code 66046

Telephone Number: 785 / 423 - 0852

Name of Transferor: Daniel Taylor, Jr. Susan Taylor

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OFFICE USE ONLY BELOW THIS LINE

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Septic tank checked: July 10, 2023

The above application is approved:

this 10<sup>th</sup> day of July, 2023

Signed Don White

Building Inspector

Identify Check Printers 1-888-724-7408



LAKESIDE PROPERTIES  
ESCROW 103/87  
128 W MAIN - 620-767-2496  
COUNCIL GROVE, KS 66846

88-2161011

4798

K-STATE

Date: July 17 2023

Pay to the  
order of

City of Council Grove

\$ 728.00

Seven hundred twenty eight and no/100 Dollars

Security Features  
Detailed On Back



FARMERS AND DROVERS BANK  
COUNCIL GROVE, KANSAS 66846

6-33-23  
Memo: *Losses in my feet transfer to  
Taylor to Beerman Family Trust*

*Ray J Catlett*

MP



## SEPTIC SYSTEM INSPECTION RESULTS

Section:   C   Site:   C-35   Date:   JULY 10, 2023  

Address:   172 BREEZY SHORES CIRCLE  

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ( )

Septic Tank Capacity:   500 GALLON  

Septic Tank Material: Concrete: (X) Steel: ( )

Lift Pump: Yes: (X) No: ( )

Pumped By:   RODNEY WHITAKER   Date:   7-10-2023  

Inspected By:   DAN DRUBE   Date:   7-10-2023  

Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Comments:

Sincerely,

Dan Drube  
City Inspector



Date: 6/9/2023

Site Number: C-53

### City Lake Transfer Inspections

1. No environmental code violations inside or outside, including city commons ( See City Code Chapter, 8 Article 2) **Good** Bad
2. Count bedrooms with closets and without closets. **Good** Bad 3 bedroom
3. No missing cover plates in the cabin or in the accessory structures. **Good** Bad
4. Inspect septic tank for broken parts, cracks, leaks, tree roots. **Good** Bad
5. Inspect septic lift pump tank for broken parts, cracks, leaks, tree roots, and make sure lift pump works. **Good** Bad Not Required
6. Inspect the well head and make sure it is not damaged and that it is sealed. **Good** Bad
7. Cabin site/lot number must be visible from the road and the lake. This number must be on the well head and the septic tank lids. **Good** Bad
8. Must verify that no lot pins are missing. (The new cabin owner will be responsible for replacing the pins if they come up missing.) **Good** Bad
9. Lateral field must be marked and mowed. **Good** Bad
10. Dock must be on the lot with a 5' set back from the lot lines. **Good** Bad
11. Dock electrical must be up to date and have a permit on file verifying that it was Inspected. **Good** Bad
12. No plumbing in the accessory structures unless a permit for the plumbing is on file. **Good** Bad
13. No submersible pumps in the lake. **Good** Bad
14. No sand beaches. **Good** Bad

Comments:

Dan Drube

City Inspector

**BILL OF SALE**

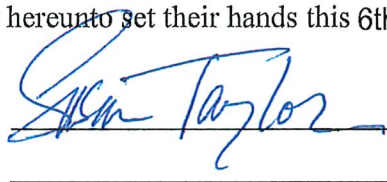
KNOW ALL PERSONS BY THESE PRESENTS, I/we the undersigned Grantor(s), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations do, at the time of closing of the contract between the two parties, I/we do GRANT, SELL, TRANSFER AND DELIVER unto Bohmann Family Revocable Trust, Glenn Bohmann and Janie Bohmann, Trustees 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 C , Lot C - 35 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, lake home, dock, and boathouse 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 6th day of July , 20 23 .

  
\_\_\_\_\_

  
\_\_\_\_\_

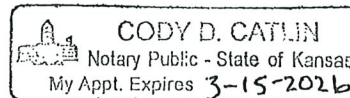
STATE OF Kansas , Morris COUNTY, ss.

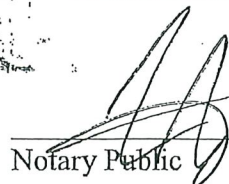
BE IT REMEMBERED, That on this 6th day of July , 20 23 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Daniel Taylor, Jr. and Susan Taylor who are/is personally known to me to be the same person(s) who executed the foregoing bill of sale, and such person(s) 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



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



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 11<sup>th</sup> day of July 2023, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Bohmann Family Revocable Trust 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 C, Lot C - 35, 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.

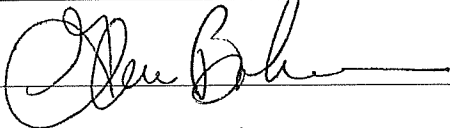
**17. VOLUNTARY SURRENDER:** Lessee, at any time during the term of this Lease, as long as Lessee is not in default of any provision hereunder, may voluntarily surrender its rights hereunder to Lessor, and upon doing so this Lease shall terminate, and both parties shall be released from the terms hereof. 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: x GLENN BOHMAN  
  
785-423-0852

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: \_\_\_\_\_

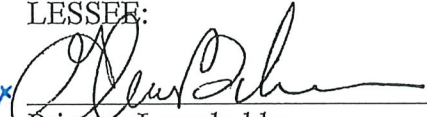
Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

LESSEE:

x  \_\_\_\_\_  
Primary Leaseholder

x  \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Address to which Primary Leaseholder authorizes Notices:

x 808 E. 28<sup>th</sup> St. \_\_\_\_\_

Lawrence, KS 66046 \_\_\_\_\_

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

172 Breezy Shores Cir \_\_\_\_\_

Council Grove, KS 66846 \_\_\_\_\_

## CITY CODE 2019

### 12-655. Lake lot lease transfer.

(a) PURPOSE. The purpose of this section is to set forth the requirements necessary to have a lake lot lease transfer placed on the agenda for a City Council meeting and to establish minimum requirements to have a lake lot lease transfer approved by the governing body of the City of Council Grove, Kansas.

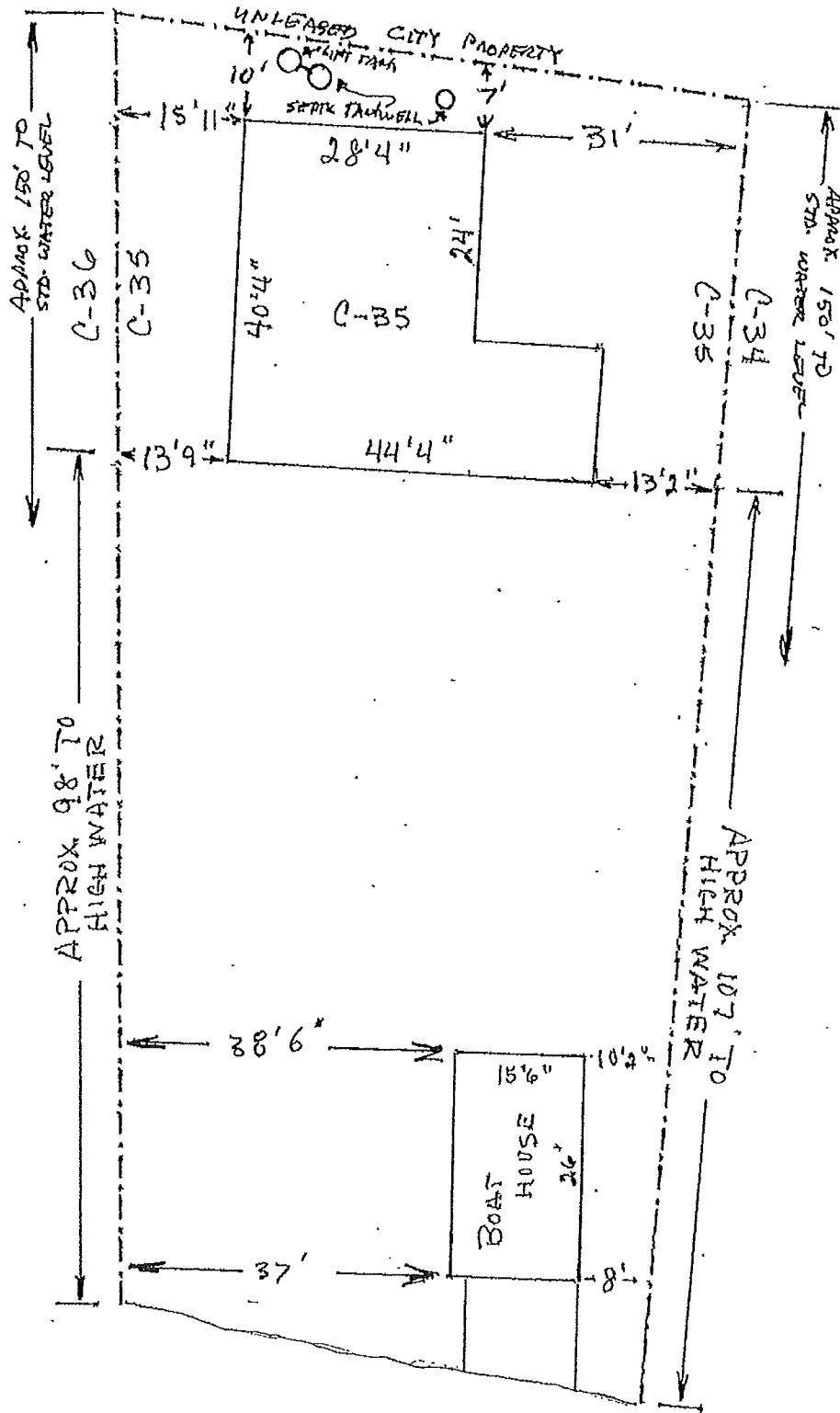
(b) MINIMUM REQUIREMENTS FOR BEING PLACED ON CITY COUNCIL AGENDA. The following are requirements to be met before any lake lot lease transfer is placed on the agenda for a City Council meeting, and all such requirements must be met.

- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.
- (6) Transferees must sign a lake lot lease agreement with the City of Council Grove.
- (7) A notarized Bill of Sale must be included with application for transfer.
- (8) The leasehold must pass an on-site inspection of all structures, to verify compliance with the lease and all applicable City ordinances.
- (9) The leasehold and leaseholders must be in compliance with all applicable City ordinances and all terms and conditions of the lease agreement.

(c) MINIMUM REQUIREMENTS WHICH MUST BE MET IN ORDER TO HAVE THE LAKE LOT LEASE APPROVED AT A CITY COUNCIL MEETING ARE AS FOLLOWS:

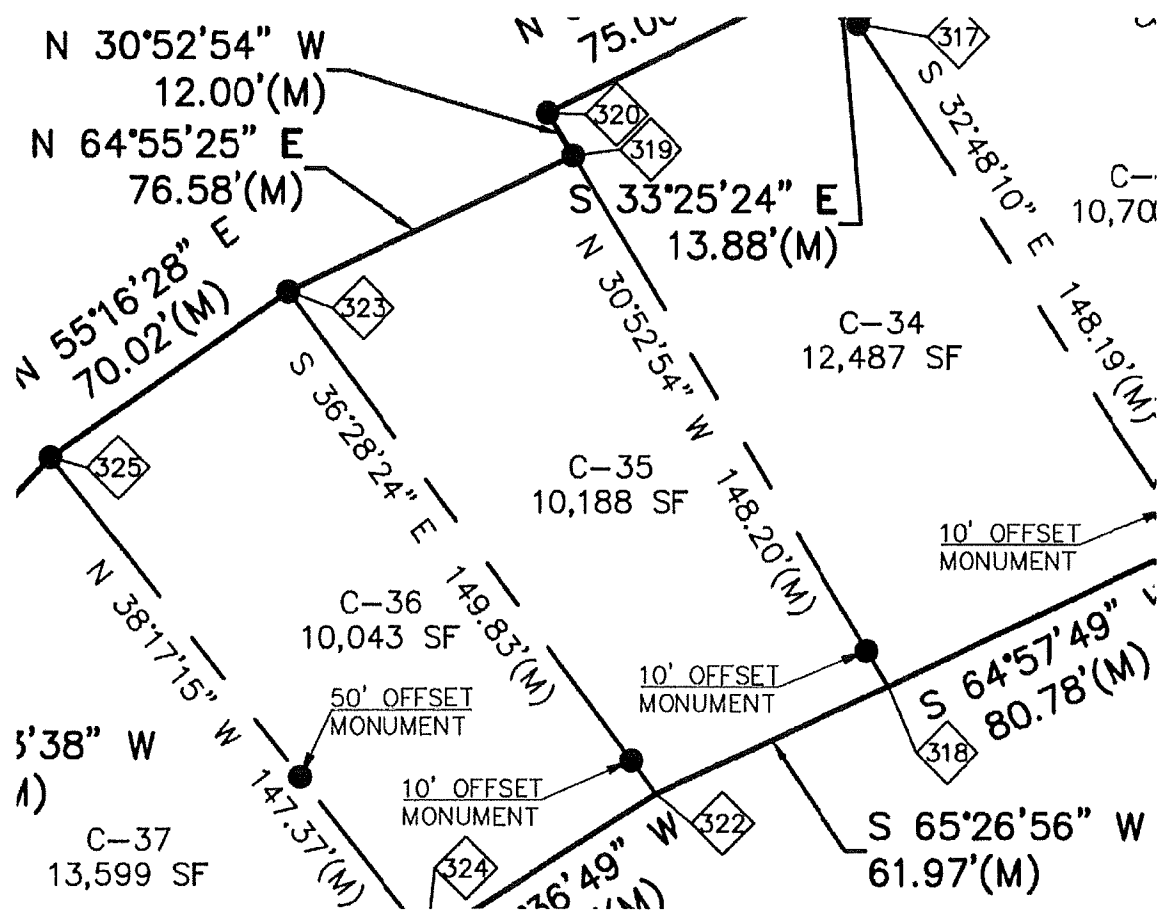
- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.





1/4" = 20 FT.  
DO NOT SCALE  
DRAWING

ROAD ACCESS SIDE



LAKE ACCESS SIDE





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

### Variance Request to Ordinance #2125

Henry Salas with Mi Pueblito is requesting a variance to City Ordinance #2125 Section 3 for an additional 90 days.

Section 3. LIMITATIONS: No person shall be granted a license under this ordinance for more the ninety (90) days in a calendar year.

ORDINANCE NO. 2125

AN ORDINANCE ESTABLISHING LICENSE FEES AND LICENSING REQUIREMENTS FOR THE COMMERCIAL RETAIL SALE OF PRODUCE, FOOD, AND GENERAL MERCHANDISE WITHIN THE CITY OF COUNCIL GROVE, KANSAS AND STATING EXCEPTIONS THERETO.

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

Section 1. COMMERCIAL SALE OF PRODUCE, FOOD OR GENERAL MERCHANDISE. Any person who shall commercially offer for sale for retail any produce, food or general merchandise, and who does not have an established place of business within the City shall pay a license fee to the City prior to beginning sales.

Section 2. LICENSE FEES. License fees for the commercial sale of produce, food or general merchandise are as follows:

- A. \$10.00 per day, or
- B. \$150.00 for a continuous 90-day period.

Section 3. LIMITATIONS. No person shall be granted a license under this ordinance for more than ninety (90) days in any calendar year.

Section 4. LIABILITY INSURANCE REQUIREMENTS. Before being issued a permit, any person who offers for commercial sale at retail any produce, food or general merchandise, must provide proof that such person has a minimum of \$100,000.00 of commercial general liability insurance covering premises and operations, products and completed operations and personal injury.

Section 5. OTHER REQUIREMENTS. Before being issued a permit, any person who offers for commercial sale at retail any produce, food or general merchandise, must provide proof that such person has a valid Kansas sales tax license, and if serving food, a valid Kansas food servers permit and an inspection review. Such person must also comply with all City ordinances.

Section 6. LOCATIONS. The location for the commercial sale of any produce, food or general merchandise must be in an area zoned business or semi-business and industrial.

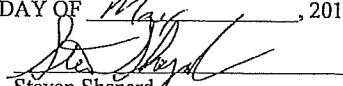
Section 7. NON REFUNDABLE AND NON TRANSFERABLE. Any licenses issued hereunder are non-refundable and non-transferable.

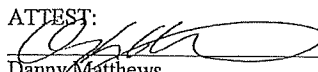
Section 8. PENALTY. Violation of this ordinance shall result in immediate revocation of any permit issued and such permit shall also be subject to penalties set forth in the general penalty section of City ordinances.

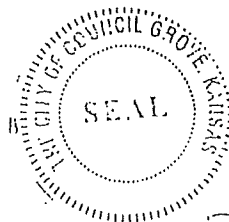
Section 9: REPEAL. Ordinance No. 2012 of the ordinances of the City of Council Grove, Kansas is hereby repealed.

Section 10: EFFECTIVE DATE. This Ordinance shall be effective upon its publication in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF COUNCIL GROVE, KANSAS ON THIS 20 DAY OF May, 2013.

  
Steven Shepard  
Mayor

ATTEST:  
  
Danny Matthews  
City Clerk  
(SEAL)





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

## Sales Tax Committee Recommendation

The Sales Tax Grant Committee recommends the City Council approve as Sales Tax Grant request for the KARL Program in the amount of \$2,750.

## City of Council Grove Promotion Grant

Amount being Requested \$ \$ 2,750.00

Organization Name Kansas Agriculture & Rural Leadership, Inc. (KARL Program)

Address 10E Umberger Hall, 1612 Claflin Road City Manhattan State KS Zip 66506

Contact Person's Name Jill A. Zimmerman

Contact Person's Phone Number (785) 532-6300 - office OR (620) 326-0369 - cell

Anticipated Project Period: from 8/24/2023 to 8/25/2023

Are you requesting an exemption from the one year limit on money usage? No

Is this organization tax-exempt? Yes (501c3)

Total Project Cost \$ \$ 6,000.00

Explain how the applicant is providing their 20% portion of grant. As a non-profit organization, KARL actively

seeks support from individuals, corporations, etc. to supplement tuition. The Program last held a seminar in Council Grove in 2021 with much success. This year's seminar is the inaugural seminar for year two. Additional funding will be sought to support the seminar.

I agree to refund all unused grant monies to the City of Council Grove, once the project has been completed. I also agree to refund all unused grant monies if the Governing Body of the City of Council Grove deems that this project has not been co one year, unless time limit exemption has been granted. I also agree and understand that receipts of purchase must be provided to the City of Council Grove, so direct payment to vendors can be accomplished.

Signature /S/ Jill A. Zimmerman Date 6/15/2023

**With this application, please provide a letter of need that explains why you feel grant money should be awarded for this project.**

*Listed below are ideas you may or may not want to include in the letter of need:*

1. Geographic Area to be served.
2. How will this request benefit the community of Council Grove as a Promotions Grant?
3. What are the problems that this project will try to solve?
4. What kind of local support is there for the project?
5. How will this grant, if awarded, be used?
6. Any additional information you would like us to consider.



---

**Fwd: KARL Program || City of Council Grove Promotional Grant**

---

Nick Jones <cityadministrator@cityofcouncilgrove.com>  
To: Megan Weaver <accountspayable@cityofcouncilgrove.com>

Tue, Jun 27, 2023 at 9:15 AM

----- Forwarded message -----

From: **Jill Zimmerman** <jzimmer@ksu.edu>  
Date: Wed, Jun 14, 2023 at 10:50 AM  
Subject: KARL Program || City of Council Grove Promotional Grant  
To: [cityadministrator@cityofcouncilgrove.com](mailto:cityadministrator@cityofcouncilgrove.com) <[cityadministrator@cityofcouncilgrove.com](mailto:cityadministrator@cityofcouncilgrove.com)>  
Cc: Janice Lierz <jlierz@ksu.edu>

Hi Nick,

Greetings from the KARL Program. Thank you for the opportunity to submit a City of Council Grove Promotion Grant. Please see attached the application, letter, and other supporting materials.

The Genesis 2.0 Seminar is scheduled for August 24-25, and we are excited for the opportunity to return to Council Grove. Lodging has been secured at The Cottage House as well as the Territory Ballroom for different portions of the seminar. During our time in August, we will visit and have interactions with local business owners, the Chamber of Commerce and others. Our budget is forecasted at \$6,000 including lodging, meals, speaker fees, venue rentals, and transportation.

Closer to the event we will send a special invite to you for you to join us for the seminar. We are grateful for the opportunity to apply for funding as that helps make the seminar possible in Council Grove and to learn about your community.

What have I missed?

Once again, thank you and have a great day!

Kind regards,

Jill

P.S. could you confirm receipt of the application?

Attachments:

- City of Council Grove Promotion Grant & Letter
- Class composite (including hometown & profession)
- 2022 Annual Report





June 15, 2023

**City of Council Grove  
RE: Promotion Grant**

Thank you for this opportunity to apply for funding that can help facilitate and support a KARL seminar to be hosted August 24-25, 2023 in Council Grove.

Kansas Agriculture and Rural Leadership, Inc. (KARL) is a leadership development program that serves agriculture and rural Kansas. Every two years, a class of up to thirty persons is selected for an intensive leadership development experiential experience. Seminars are held across the state of Kansas, including Topeka and Kansas City, Washington, DC, and Gettysburg, PA; plus, an international study tour. KARL is part of an international network called IAPAL (International Association of Programs for Agricultural Leadership) that includes 42 other states and several countries. Established in 1989 through an initiative of the Kellogg Foundation, KARL serves agriculture and rural Kansas. The Program has over 450 graduates, and many of these KARL Fellows serve in leadership roles at the local, county, state, regional, and national levels. The program focuses on education, collaboration, innovation, and networking. KARL identifies, prepares, and connects aspiring leaders to spark action that will positively impact Kansas agriculture and rural communities.

Per the application, here is some additional information:

**1. Geographic area served**

KARL serves the entire state of Kansas; class members come from all parts of the state – From Girard and Pittsburg in Southeast Kansas to Russell and Hays in Northwest Kansas and from Lecompton in Northeast Kansas to Liberal in Southwest Kansas, and other communities all across the state (see attached roster). We are glad to meet in Council Grove and use local services and vendors.

**2. How will this request benefit the community of Council Grove as a Promotions Grant?**

KARL chose Council Grove as its destination in 2021 as an additional in-person seminar for Class XV to bring the class back together after having been separated during its usual Year Two schedule due to the Covid-19 pandemic. That new seminar proved to be highly successful in bringing the class together from all over the state, strengthening and accelerating connections which results in greater overall engagement. The Council Grove setting provides a unique perspective and understanding about challenges, opportunities, and successes encountered in our rural communities. The KARL Network helps share this knowledge which creates energy for on-going conversations and ideas for the greater good.

**3. What are the problems that this project will try to solve?**

KARL is a program that helps educate participants about our rural communities and creates a network to address issues. We are looking forward to hearing from your local business panel to discuss successes, learnings, observations from rural changemakers who are revitalizing a Kansas rural community. We are especially eager to hear about entrepreneurial projects.

**4. What kind of local support is there for this project?**

Area KARL Fellows, board members, and associates are invited to participate. Each seminar typically brings people together from the area to be a part of the seminar not just to provide support, but to also disseminate information to other communities.

**5. How will this grant, if awarded, be used?**

Funding will be injected into the local economy for local lodging and vendors, facility rental and use, food, supplies, and other related purchases to support seminar and participant education.

**6. Additional information**

KARL raises 100% of the support for its annual budget of \$550,000, with each seminar cost averaging approximately \$15,000, depending on duration and location. We are grateful for many partners who support the Program. We operate with a small staff of less than 3 persons, including an administrative support employee shared with another organization.

It is with great respect that KARL submits this application for funding to support this seminar in Council Grove. We are hopeful that a local representative can provide a brief welcome with the rich history of your community.

Respectfully submitted,

A rectangular box containing a handwritten signature in cursive script that reads "Jill A. Zimmerman".

Jill A. Zimmerman  
President



# KARL Class XVI

2022 - 2024



**Luke Amend**  
Whitewater



**Ashley Beying**  
Waverly



**Jamie Boggs**  
Buhler



**Carl Clawson**  
Plains



**Andrea Dietel**  
Madison



**Greg Doering**  
Manhattan



**Ryan Engle**  
Madison



**Travis Graber**  
Pretty Prairie



**Jacob Harshberger**  
Dodge City



**Sara Hayden**  
Great Bend



**Sarah Henry**  
Randolph



**Megan Hobbs**  
Newton



**Wendy Hughes**  
Ellinwood



**Jeremy Johnson**  
Pittsburg



**Andrea Krauss**  
Russell



**Danielle Kaminski**  
Hays



**Kevin Logan**  
Hesston



**Mary Marsh**  
Manhattan



**Iryna McDonald**  
Hays



**Derick McGhee**  
Lenexa



**Nathan Miller**  
Benton



**Christa Milton**  
St. John



**Lindsey Ott**  
Wichita



**Mark Palen**  
Beloit



**Nicholas Peters**  
Goessel



**Regan Reif**  
Great Bend



**Jennifer Smith**  
Lecompton



**Eli Svaty**  
Liberal



**Kari West**  
Girard



**Adam York**  
Manhattan





KARL Class XVI | Genesis | August 2022



**Luke Amend**, Whitewater  
Construction/Market Leader  
Hutton

**Ashley Beying**, Waverly  
Family Nurse Practitioner  
Coffey Health Systems

**Jamie Boggs**, Buhler  
Director of Member Services  
Kansas Cooperative Council

**Carl Clawson**, Plains  
Management Trainee  
Clawson Ranch Partnership

**Andrea Dietel**, Madison  
Business Development Manager  
Neogen Bovine Genomics

**Greg Doering**, Manhattan  
Writer/Photographer  
Kansas Farm Bureau

**Ryan Engle**, Madison  
Financial Services Officer  
Frontier Farm Credit

**Travis Graber**, Pretty Prairie  
Lead Design Engineer  
Harper Industries

**Jacob Harshberger**, Dodge City  
Operations Manager  
Harshberger Enterprises

**Sara Hayden**, Great Bend  
President  
Great Bend Economic Development

**Sarah Henry**, Randolph  
Congressman Tracey Mann  
District Agriculture Representative

**Megan Hobbs**, Newton  
Vice President, Group R&D Leader  
Aqua Nutrition, Cargill

**Wendy Hughes**, Ellinwood  
Rice County Extension Director  
K-State Research & Extension

**Jeremy Johnson**, Pittsburg  
County Commissioner  
Crawford County

**Andrea Krauss**, Russell  
Secretary/Treasurer  
John O. Farmer, Inc.

**Danielle Kaminski**, Hays  
Assistant Professor  
Fort Hays State University

**Kevin Logan**, Hesston  
Superintendent  
USD 460 Hesston

**Mary Marsh**, Manhattan  
Communications Assistant  
Kansas Wheat Commission

**Iryna McDonald**, Hays  
Assistant Professor  
Fort Hays State University

**Derick McGhee**, Lenexa  
Business Development Director  
Heritage Tractor, Inc.

**Nathan Miller**, Benton  
Territory Manager  
Pioneer Seeds

**Christa Milton**, St. John  
Agronomist  
Great Bend Coop

**Lindsey Ott**, Wichita  
Assistant Teaching Professor  
Wichita State University

**Mark Palen**, Beloit  
Senior Manufacturing Engineer  
AGCO Corporation

**Nicholas Peters**, Goessel  
Farmer  
Bartel & Peters, Inc.

**Regan Reif**, Great Bend  
Strategic Marketing Manager  
University of Kansas Health System

**Jennifer Smith**, Lecompton  
Plant Protection Supervisor  
Kansas Department of Agriculture

**Eli Svaty**, Liberal  
Executive Director  
Seward County Development Corp

**Kari West**, Girard  
Lead Customer Solutions Manager  
Every

**Adam York**, Manhattan  
Sustainability Director  
United Sorghum Checkoff Program

# Be Legendary

*When it comes to helping Kansas agriculture and rural communities thrive, the challenges are great, and the stakes are high. It doesn't just take great ideas, but bold citizens committed to creating change for the better.*

*That's why KARL identifies, prepares, and connects aspiring leaders to spark action that will positively impact Kansas agriculture and rural communities. We challenge changemakers to think differently, while connecting them to people and resources that can help transform organizations, communities, our state and our world.*

*We know that positive growth is not easy and cannot be done alone. But, when we unleash the potential of changemakers across Kansas, anything is possible.*

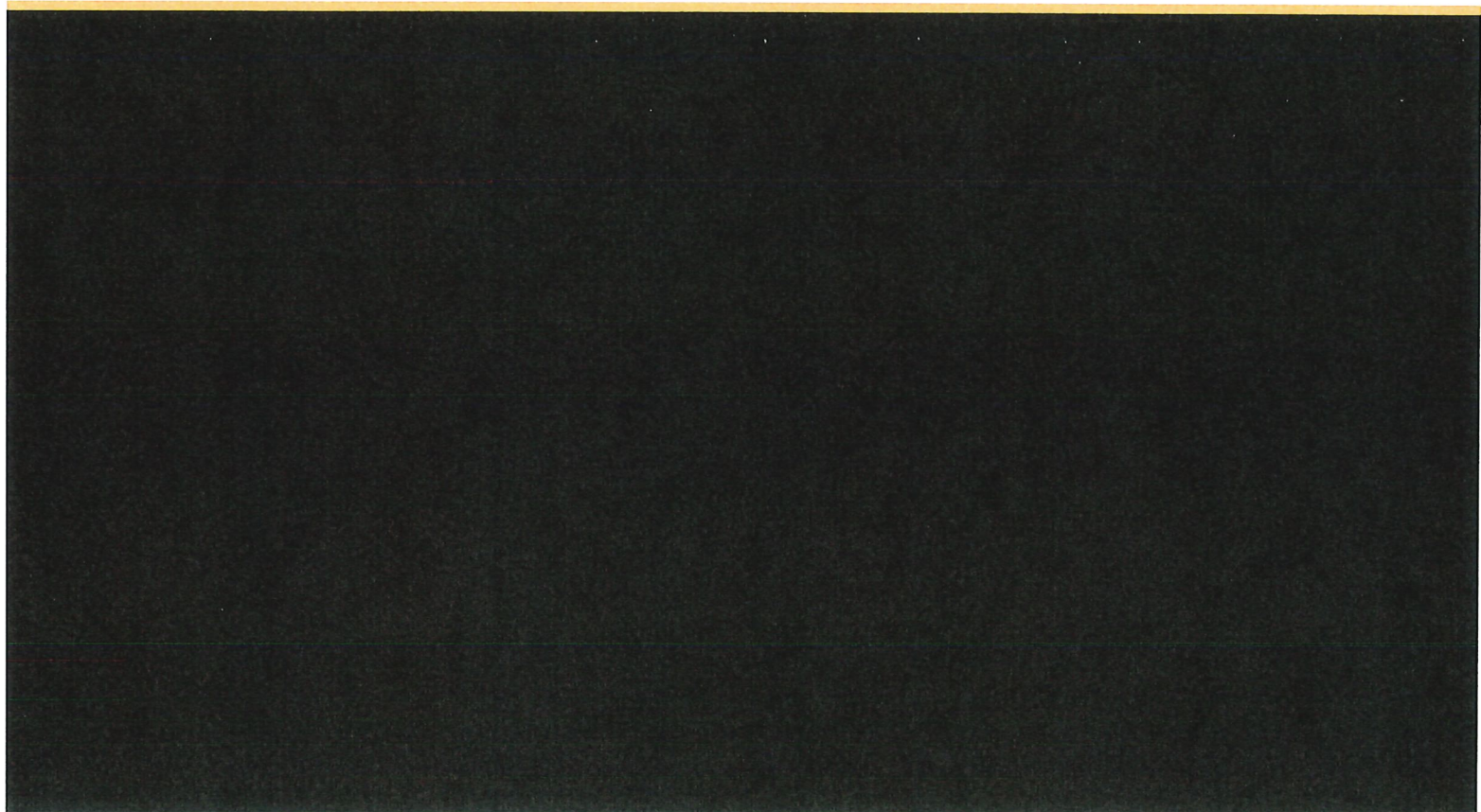


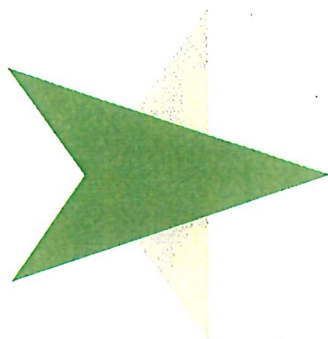


# 2022 ANNUAL REPORT

*Aligned for Impact*

Kansas Agriculture and Rural Leadership, Inc.





# Aligned with Vision

## Strategic Commitment

When it comes to helping Kansas agriculture and rural communities thrive, the challenges are great, and the stakes are high. It doesn't just take great ideas, but it does take bold citizens committed to creating change for the better.

That's why **KARL identifies, prepares, and connects aspiring leaders to spark action that will positively impact Kansas agriculture and rural communities.**



This experience would not be possible without the support of so many. We do want to provide recognition for our **Legendary Supporters** who have graciously provided multi-year strategic support. We thank you for being aligned with the KARL Program and our vision of developing legendary leaders.



*The Jack & Donna Vanier Family*



*SJ Prill Financial*



## From The President

K-State is a place I love full well. Agriculture is my passion, rural Kansas is home, and leadership is a must! Much like K-State, KARL is a network that fosters learning, networking, and connecting people and resources, all for a better Kansas.

Earlier this fall, President Richard Linton, a graduate of KARL's peer program in Indiana, was inaugurated as the 15th President of Kansas State University. Since Linton's arrival there has been a stir of excitement and energy throughout Kansas, especially among those passionate about agriculture and food production. His enthusiasm is contagious.

During his inauguration address, he challenged all Kansans "to think big and then think bigger and to make this a place where we all feel connected and appreciated and to deliver IMPACTS."

It is refreshing to know our University President values agriculture and leadership. The timing of his speech is incredible for KARL because the Board of Directors completed a comprehensive strategic vision that outlines four pillars of focus:

- ★ Experience
- ★ Engagement
- ★ Resources
- ★ Recruitment

With a clear strategy for KARL moving forward and President Linton's challenge to "think bigger and deliver impacts," we at KARL are poised to create change for the better. We ask our more than 450 Associates and Fellows to raise their awareness of challenges in agriculture and use their leadership to positively influence not only agriculture, but their communities for years to come.

As Kansans, we need each other now more than ever! KARL brings aspiring changemakers together, connecting them with opportunities to learn from each other to make our world a better place.

What makes KARL unique is the lasting relationships that continue to pay dividends long after the two-year experience. All relationships matter, and your support for KARL continues to grow, allowing the Program to be more aligned for the future. We are grateful for the trust you've placed with us in the delivery of KARL.

## From The Chair

Thank you for supporting KARL and for taking the time to read this annual report. This past year was a good one for KARL. Credit to the staff, board, class XV, and supporters. We last saw everyone in Manhattan at "The Big Event" in early June, where we graduated one class and introduced another. We have an exciting journey lined up for Class XVI and an international study tour to Spain and Portugal. Don't forget to purchase raffle tickets for two spots on our pre-trip!

The board has done a lot of work behind the scenes this past year. The biggest accomplishment was a strategic planning retreat to set a new direction for KARL with redesigned committees for maximum efficiency and a focus on four strategic pillars aligning us for success. Recruitment for classes and the board; enhance the curriculum to evolve with the industry; build relationships with fellows, associates, and supporters; and financial security.

Our leadership team is the backbone of KARL. I continue to be humbled by the dedication of Jill, Susan, and Janice. They provide valuable expertise, insight, and value. The dynamic leadership of our staff and board, paired with generous support from across the state, has put KARL in an excellent position to be the premiere leadership program in Kansas.

I want to acknowledge the support and friendship of Dr. Gregg Hadley. He provides resources to carry out legendary leadership's vision, mission, and values. Dr. Linton, the newest president of Kansas State University, delivered a message at our Big Event in June on the importance of building leadership. It is of critical importance to the state of Kansas, especially in economic vitality. We are part of making Kansas better.

In August, Class XVI began their journey. The following two years will be rich in learning opportunities, including the Gettysburg Leadership Experience. Not only will they learn about the great state of Kansas, but they will form lifelong bonds with their class members, which only enhances their experience. The board of directors is inspired to provide a legendary experience that will give Kansas leaders who make an impact wherever they call home. We are focused on reaching for the stars for years to come.



**Jill Zimmerman**  
President  
Class V

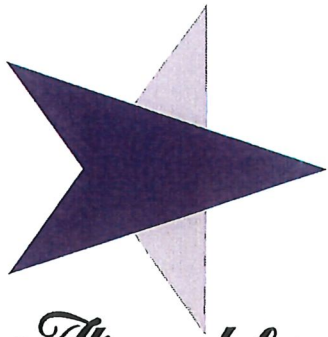
**"KARL brings changemakers together, and connects them with people and opportunities to make our world a better place."**



**Doug Hofbauer**  
Board Chair  
Manhattan

**"The board is inspired to provide a legendary experience that will give Kansas leaders who make an impact wherever they call home."**





*Aligned for an Experience*  
KARL Associates, Class XVI



**Luke Amend**  
Whitewater  
*Building faith, family,  
community in Kansas.*



**Ashley Beying**  
Waverly  
*Live with conviction,  
empathy, and kindness.*



**Ryan Engle**  
Madison  
*Don't let it  
stop with you.*



**Travis Graber**  
Pretty Prairie  
*Faith, family, agriculture.  
Leave a Legacy.*



**Jacob Harshberger**  
Dodge City  
*Live it big,  
play it hard.*



**Sara Arnberger**  
Great Bend  
*Leading community change  
through positive actions.*



**Danielle Kaminski**  
Hays  
*The lion grows  
with the mouse.*



**Andrea Krauss**  
Russell  
*Dream big, work hard,  
drive progress.*



**Kevin Logan**  
Hesston  
*Share, not take;  
care about all.*



**Mary Marsh**  
Manhattan  
*Afternoon you should  
amaze morning you.*



**Lindsey Ott**  
Wichita  
*Learn and grow  
where you're planted.*



**Mark Palen**  
Beloit  
*Drive fast. Live slow.  
Trust God.*



**Nicholas Peters**  
Goessel  
*Life's too short.  
Eat the cake.*



**Regan Reif**  
Great Bend  
*Use the talent  
God gave you.*



**Jamie Boggs**  
Buhler

*Doing the good.  
For the good.*



**Carl Clawson**  
Plains

*Improve daily. Speak softly.  
Humbly serve.*



**Andrea Dietel**  
Madison

*Fly away, then  
fly home again.*



**Greg Doering**  
Manhattan

*Raised country,  
acclimating to city life.*



**Sarah Henry**  
Randolph

*Have faith,  
you are welcome here.*



**Megan Hobbs**  
Newton

*Driven journey  
celebrating life with all.*



**Wendy Hughes**  
Ellinwood

*Find the spark  
that ignites others.*



**Jeremy Johnson**  
Pittsburg

*Breathe. Be here, now.  
Do good.*



**Iryna McDonald**  
Hays

*Dedicated, humble, open  
minded, hard working.*



**Derick McGhee**  
Lenexa

*Be grateful. Share love.  
Cast vision.*



**Nathan Miller**  
Benton

*Always ask,  
how may I help?*



**Christa Milton**  
St. John

*Christa: A Tradition  
of Growing.*



**Jennifer Smith**  
Lecompton

*Learn. Grow. Sow seeds.  
Keep learning.*



**Eli Svaty**  
Liberal

*Sometimes we  
just need a rain.*



**Kari West**  
Girard

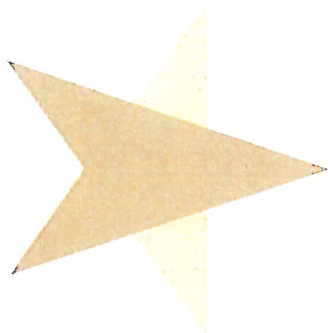
*Be Kind. Work Hard.  
Do Good.*



**Adam York**  
Manhattan

*Failing to plan;  
planning to fail.*





# *Aligned for Impact*

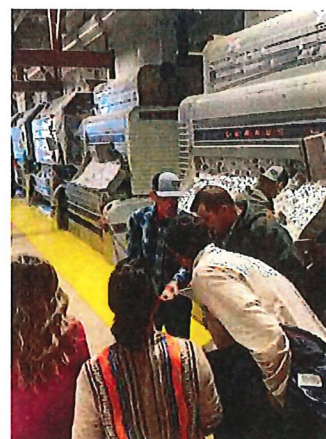
## Building Legendary Leaders

### SEMINARS Year One

Fellows and Friends are always welcome to join the associates at a seminar near you. Details about how you can engage with Class XVI will be sent out before each seminar. For more information please contact the KARL office.



*June 4, 2022*  
**The Big Event**  
Manhattan



*August 25-27, 2022*  
Manhattan &  
Junction City

*November 2-4, 2022*  
Garden City



*December 7-9, 2022*  
Goodland & Atwood



*January 18-20, 2023*  
Topeka

*February 15-17, 2023*  
Leavenworth &  
Kansas City

Top: Class XVI at Kansas Department of Agriculture in Manhattan.

Middle Left: XVI Associates Christa Milton, Mark Palen, and Regan Reif at Genesis.

Middle Right: Learning at the cotton gin.

Bottom Right: Jennifer Smith (XVI) lends a helping hand to Kevin Logan (XVI).

Bottom Left: Class XV at Big Brutus.

Continued on page 7.



# SEMINARS Year Two

*March 13-17, 2023*

Washington D.C. &  
Gettysburg, PA

*August 24-25, 2023*

Council Grove

*November 8-10, 2023*

Marysville, KS; Lincoln, NE;  
& Kansas City, MO

*December 6-8, 2023*

Pittsburg

*January 18-20, 2024*

Wichita

*February 14-16, 2024*

Hays

*March 2024*

**International Study Tour**  
Spain

*June 3, 2024*

**The Big Event**  
Manhattan



Top: Class XVI team building at Rock Springs near Junction City.

Middle Right: Class XV Fellows Beth Weibert, Darci Cain, and Allison Burenheide at the Engler Entrepreneurship Center.

Middle Left: Tim Penner guides Class XV through a tour of Harper Industries.

Above: Southern Kansas Cotton Growers hosted Class XV in Anthony.

Bottom Left: Debbie Lyons Blythe discusses sustainable beef at Kniebel Ranch during the Genesis seminar.





# Aligned for Engagement

## Connecting KARL Fellows & Friends

### PROGRAM IMPACT



**Jeff Deeds**  
Goodland  
Class III, Fellow

The broader view I gained through KARL helps me realize the importance of local impact and my actions

and involvement to not only preserve, but to grow my own local community for long term generational success.



**Aaron Harries**  
Manhattan  
Class XI, Fellow

KARL taught me perspective. Not only did KARL broaden my perspective of Kansas agriculture, but my experience

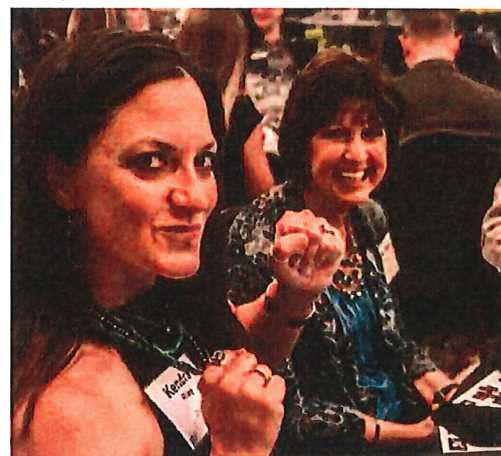
taught me to appreciate different personal perspectives on key issues. This has served me well in my career.



**Sarah Farlee**  
Lawrence  
Class XII, Fellow

KARL sparked my desire to alter my course and fostered a desire to give back. KARL was a true life

changing experience for me, and I'm thankful to have had the opportunity to join such an incredible network.



Top: KARL Big Event celebrated new Fellows and incoming Associates.

Upper Middle Left: Entertainment by Too Many Degrees.

Lower Middle Left: Chelsea Good (XII) with Gordon and Karen Hibbard.

Middle Right: Auction planner Kendra Riley (XV) with Rose Ann Riley.

Right: Featured speaker Andrew McCrea challenged us to be rural champions.



# PROGRAM IMPACT



Top left: Carl Clawson (XVI) leans in to hear Leland Brown (XV).

Top right: Gary Harshberger (VII) and John Thaemert (I).

Middle: Chairman Hofbauer addresses Class XVI Associates at orientation.

Middle left: Event Emcee, Eric Atkinson (IV) with Stuart Jarvis.

Middle Right: Class XV auction items.

Bottom Right: Clay Schemm (XV) with Lisa and David Schemm.



**Andrew Ochampaugh Russell**  
Class XV, Fellow

KARL enlightened me to the different aspects of agriculture, rural communities, and what it takes to thrive in rural Kansas. Learning about the complexities of these challenges at a higher level through KARL has empowered me to get involved locally to make a positive impact now and in the future.



**Kendra Riley Dexter**  
Class XV, Fellow

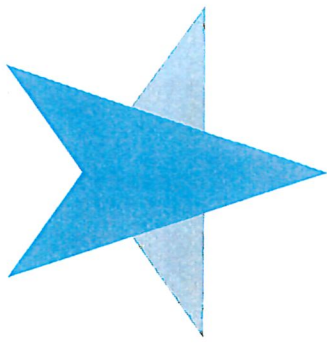
One of the most impactful statements I heard during a seminar was, "I was saying someone, 'should do something' until I realized that I should do something." Today, I'm using the lessons on economic development and rural revitalization to take on a leadership role in reviving my own hometown.



**Stewart Cauble Liberal**  
Class XV, Fellow

KARL helped me realize that a leader identifies an issue, obtains the facts and information surrounding a collective goal, and uses their resources to improve situations. KARL took us to the true four corners of the state to learn about challenges and opportunities that bring us together as Kansans.



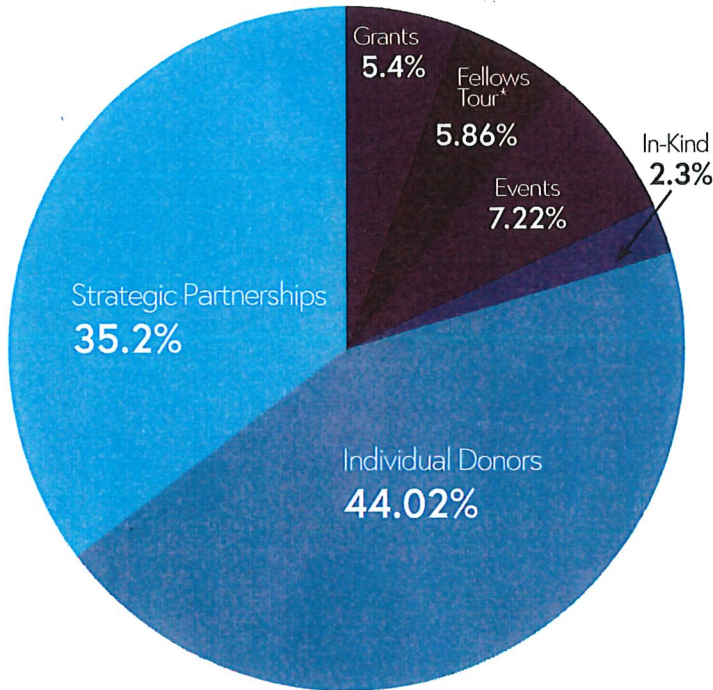


# Aligned for Growth

## Investing in Kansas Leadership

### Where does it come from?

The Program relies on multiple types of funding, with individual donors being the largest source of program funding. Strategic partnerships are next, including multi-year support to the Program. The graph to the left is based on total Program revenue of \$475,886.



#### Investments

It is important to note that volatility of the market during FY 2022 resulted in investment income net loss of (\$32,318); FY 2021 resulted in investment income net gain of \$82,374.

#### Annual Revenue

Typical annual tuition revenue was not realized in FY 2022 due to the pause of the Program in response to the global pandemic that extended the participation for KARL Class XV and delayed recruitment of KARL Class XVI.

\*KARL Friends and Fellows fundraising tours.

Source: 2022 Annual Audit Report, Shipley CPA, LLC.

### Where does it go?

The program tracks expenses and costs in order to be as efficient as possible with funding. To the right is a chart with a breakdown of what percentage of the overall budget is spent on the three categories of expenses.

#### Program Expenses

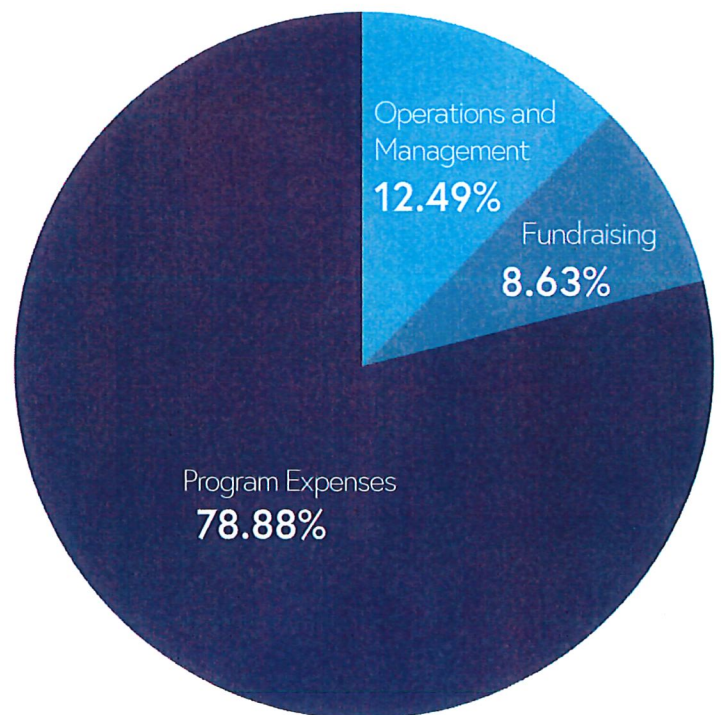
Expenses categorized as program expenses go directly toward the class. This cost breakdown includes the cost of 12 in-state seminars, the D.C. and Gettysburg experience, as well as international travel.

#### Operations and Management

This category includes staff and benefits, office management, and other costs associated with running the KARL office in Umberger Hall at Kansas State.

#### Fundraising

Fundraising expenses include the cost of printing and mailing, fees associated with online collection, as well as cost of travel to meet with current and potential donors.



Source: 2022 Annual Audit Report, Shipley CPA, LLC



## Funding and Resources

The North Star depicts a beacon of inspiration. It is a landmark we can see on a clear night as the glowing star at the tip of the Little Dipper's handle. Symbolically, it helps those who follow it determine direction as it shines brightly to guide and lead toward a purposeful destination.

KARL is on a journey of strengthening the Program at all points.

Strategic visioning is healthy for a strong future of KARL. Four pillars now define our goals, the important work to do, that we must grow and be good stewards.

As we align for the future, one strong theme emerges: the need for leadership and the opportunity to positively impact Kansas is as great as ever.

A willingness to put our challenges on the table allows progress, with many ideas to help solve problems and seek growth. KARL Fellows help think through good solutions and focus on the future. Amazing results happen when we connect.

Progress is not easy. Being involved with KARL through resources of time, talent, and treasure are genuine opportunities to help transform organizations, communities, our state, and our world.

We thank all of you in the KARL family, the board of directors, Fellows, speakers, donors, industry friends, and others for your continued engagement. The support you provide, along with your willingness to give, volunteer, and refer, is truly appreciated and enables us to do what we do.

Your gifts help sustain, grow, and strengthen the Program we produce for agriculture and rural Kansas. With your investment in KARL, we can be better, do more, and have greater impact. Thank you.

When stars align, our way forward has never been brighter. For the KARL Network, we are **GRATEFUL**.



**Susan Sankey**  
Vice President

**"KARL is on a journey of strengthening the Program on all points. Four pillars now define our goals, the important work to do, and that we must grow and be good stewards. "**

**KARL would not exist without the generosity of passionate supporters. Please consider KARL in your annual giving and estate planning. Contact KARL staff to talk about how your contribution of any size can help KARL develop legendary leaders.**

### Cash Gifts

A gift of cash is one of the easiest ways to support KARL and its mission. We accept cash, checks, money orders, and electronic fund transfers. Checks payable to KARL, Inc.

### Non-cash Gifts

Securities such as stocks, bonds and mutual funds. Oil, gas and mineral interests. Real estate. Appreciated assets can lead to paying large capital gains tax. By transferring a portion of the assets to a trust, you could receive a charitable deduction and income for the rest of your life.

### Gifts of Grain

Gifts of grain directly to KARL can offer a tax advantage to the farmer while supporting the mission of KARL.

### Give Through an IRA

Those 70½ years of age or older and have a traditional IRA can give directly to KARL through a Qualified Charitable Distribution. Doing this strategically can fulfill the Required Minimum Distribution and avoid taxation, while supporting the mission of KARL.

### Matching Gifts

Check to see if your employer provides matching contributions to your support for KARL. This can double or even triple your gift to KARL, making a greater impact!

### Memorial & Tribute Gifts

Honor or remember a special person. A gift to KARL, as an individual or by a group of people, is a great way to honor and respect those who make a difference in our lives.

### Planned Giving

Make a lasting impact with KARL through an estate gift. Bequests through a will or trust, IRA, or life insurance policy. Utilizing gift models such as charitable gift annuities, charitable remainder trusts or charitable IRA rollover can provide valuable tax benefits to the donor, while supporting the mission of KARL.

### KARL Legacy Fellowship

Let us know if you have included KARL in your estate plans so we can recognize you as part of the KARL Legacy Fellowship. There are other legacies you can help support, like the Kings and Kingmakers Fund to honor the late, Dr. Barry Flinchbaugh.

KARL is classified as a 501(c)3 organization by the Internal Revenue Service. Please consult your professional advisors on how donating a gift to KARL fits your circumstances.



# Board of Directors

## Executive Committee

Doug Hofbauer, Chair | Manhattan  
Dr. Bill Brown, Vice-Chair | Wamego  
Shawn Alloway, Treasurer | Edna, Class X  
John Thaemert, Assistant Treasurer | Sylvan Grove, Class I  
Barry Purdy, Secretary | Wichita, Class VI

## Directors

Kim Baldwin | McPherson, Class XV  
Jeff Deeds | Goodland, Class III  
Troy Dumler | Garden City  
Sarah Farlee | Lawrence, Class XII  
Tim Flax | Hays, Class XIII  
Chelsea Good | Leawood, Class XII  
Frances Graves | Bartlett, Class XIII  
Jancey Hall | Manhattan, Class XIV  
Dale Maneth | Olmitz  
Mary McCurry | Burrton  
Laura Moffet | Stockton, Class XIII  
Joe Newland | Neodesha  
Andrew Ochampaugh | Russell, Class XV  
Greg Reno | Cheney  
Don Schroeder | Hesston, Class I  
Bob Tempel | Garden City, Class XV  
Donelle Wolters | Atwood

## Ex-officio Directors

Steve Baccus | Minneapolis, Class I  
Mike Beam | Kansas Secretary of Agriculture  
Dr. Gregg Hadley | KSRE, Director for Extension  
Dr. Vincent Amanor-Boadu | KSRE, Professor Ag Economics

## Committee Chairs

Fund Development | Dr. Bill Brown  
Marketing/Branding | Sarah Farlee  
Recruitment | Mary McCurry  
Curriculum | Kim Baldwin  
Friends & Fellows Engagement | Jeff Deeds

## Program Staff

President | Jill Zimmerman  
Vice President | Susan Sankey  
Administrative Assistant | Janice Lierz

Kansas Agriculture and Rural Leadership, Inc.  
10E Umberger Hall | 1612 Clafin Road | Manhattan, KS 66506  
KARLprogram.com | KARL@ksu.edu

 /karlprogram  @karlprogram  @karlprogram



## Kings & Kingmakers

## FUND

We are proud to announce a new fund in honor of our late, dear friend to KARL, Dr. Barry Flinchbaugh.

Please support the KARL Kings & Kingmakers Fund for the mission and sustainability of the KARL Program to identify, prepare, and connect aspiring leaders to spark actions that will positively impact agriculture and rural communities.

KARL Class XV (and every class before us!) had the great honor of hearing from Dr. Flinchbaugh, in person, one last time during our Year One seminar in Leavenworth. As our KARL Class XV experience ended after three fruitful years, we are more invigorated and excited than ever about the future of KARL and our great State of Kansas!

The number of challenges facing our communities increases daily. Through the KARL experience, we have been able to see stories of innovation, collaboration, and successes around our state that have overcome challenges, time and time again.

Since 1989, KARL has worked to improve the lives of Kansans through leadership development and growth; I can assure you that the KARL network is thriving, and still working every day to make a positive impact!

We know, you too, are an ambassador for rural leadership and the future and invested in the success of our communities.

On behalf of the KARL Board of Directors we hope you are inspired by the power of philanthropy and take this opportunity to support the ever growing 33-year legacy of leadership.

Andrew Ochampaugh  
KARL Class XV Fellow



Scan the code to make an investment to help develop leadership in Kansas.





## CITY LAKE COMMITTEE

City Council Meeting Recommendation, July 18, 2023

1. Recommend the Council to approve a 23 foot variant on the lake side of cabin for a deck with gable extention.

Gregory and Lisa Ebert,  
B-21, 132 Waterway loop

The addition will not restrict or interfere with the neighboring cabins or access to the area. The neighbors are aware and have approved in writing.

LAKE COMMITTEE: Sean Honer  
Nick Jones

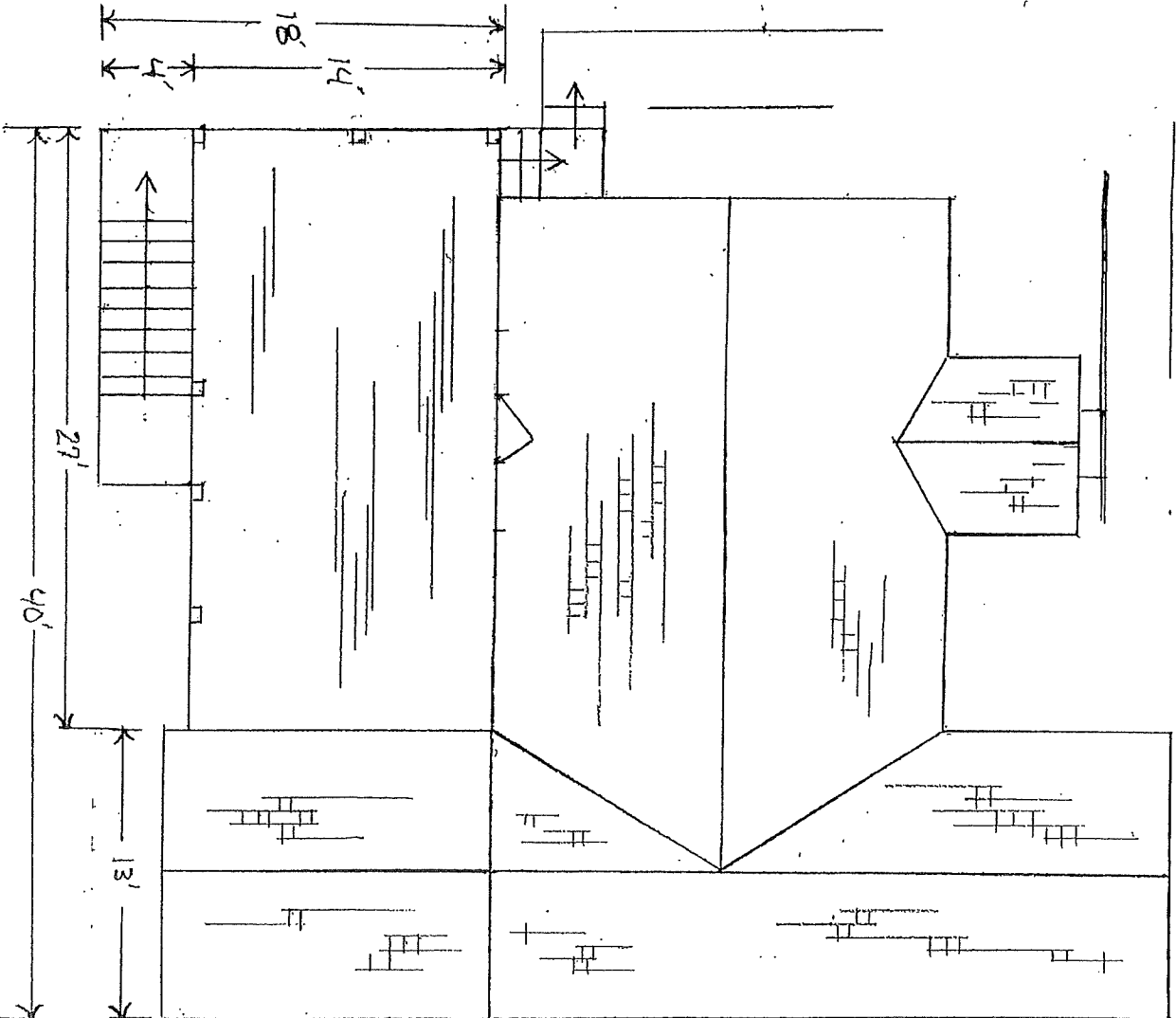
CITY INSPECTOR: Dan Drube

GREG + LISA EBERT  
CABIN: B21  
Council Grove  
City Lake

Deck Renovation w/ Gable ext.

New Revisions: - - - -

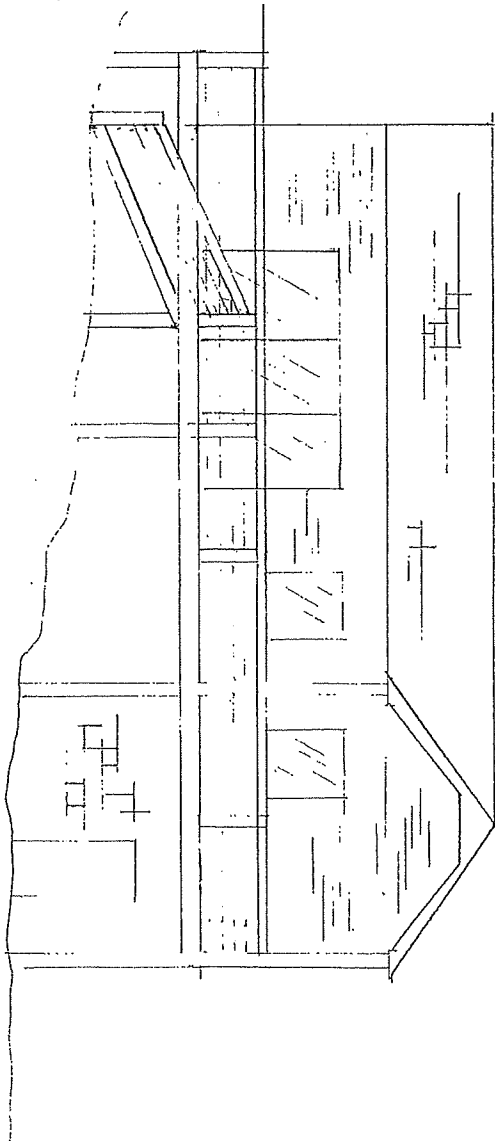
Scale 3/16" = 1ft.



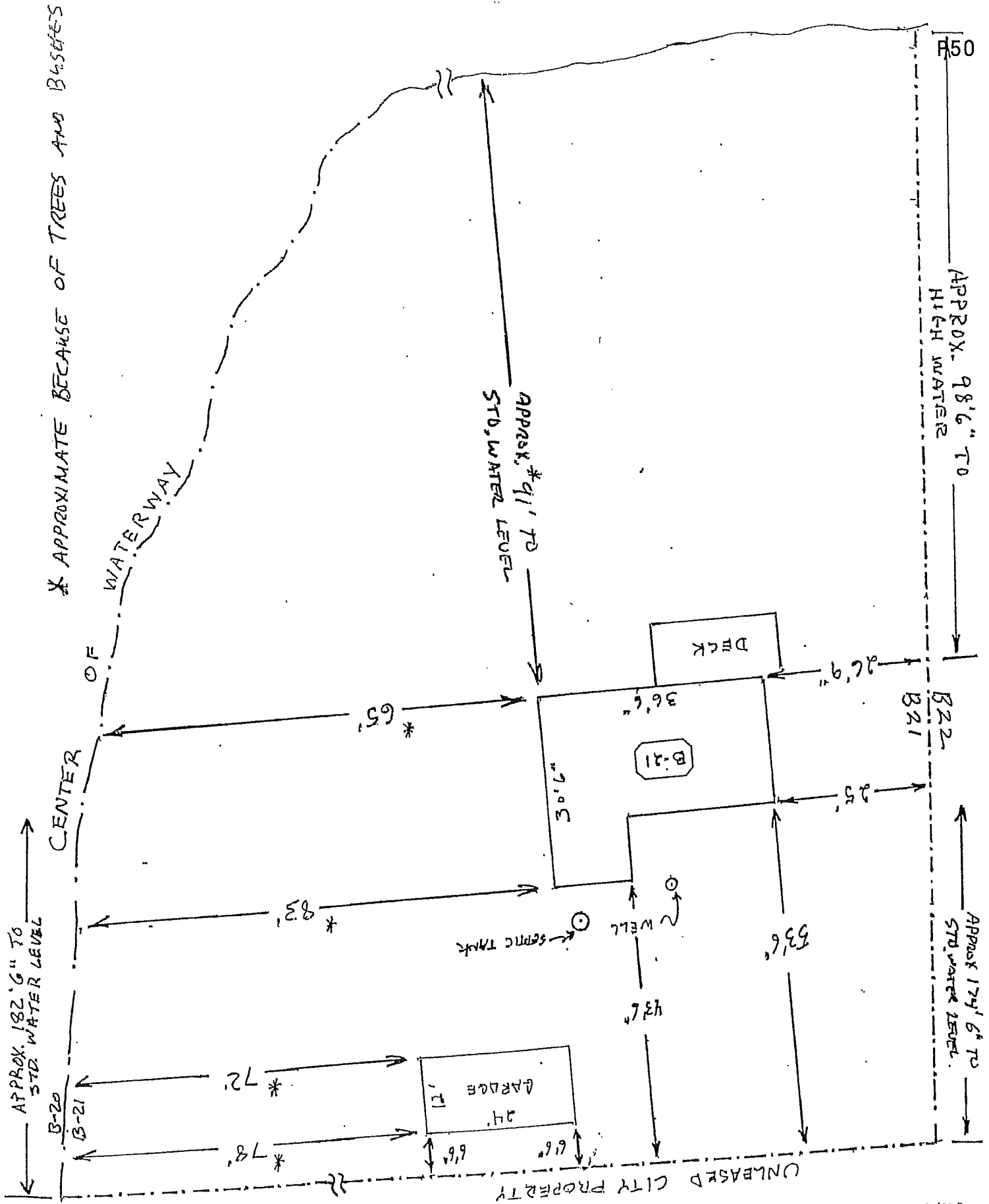
5/16/23

- B21  
- Council Grove  
City Lake  
o Rear Elevation

Scale 3/16" = 1 Ft.



2510  
7/16/23



\* APPROXIMATE BECAUSE OF TREES AND BUSES

CENTER OF WATERWAY

APPROX. 182'6" TO STD. WATER LEVEL

APPROX. 91'7" TO STD. WATER LEVEL

APPROX. 98'6" TO HIGH WATER

APPROX. 174'6" TO STD. WATER LEVEL

UNLEASED CITY PROPERTY

B-21  
 1" = 20 FT  
 DO NOT SCALE.  
 DRAWING





7/12/2023





## CITY LAKE COMMITTEE

City Council Meeting Recommendation, July 18, 2023

1. Recommends the Council approve a boundary line adjustment request Of 46 feet for garage.

Carl Barry Cross Rev. Trust  
Carl Barry Cross and Judy M. Cross  
C-40 192 Breezy Shores Circle

Adjustment will not restrict or interfere with the neighboring cabins or access to the area. The neighboring leaseholds are aware of this request and have indicated such in writing.

LAKE COMMITTEE: Sean Honer  
Nick Jones

CITY INSPECTOR: Dan Drube



Carl Barry Cross Rev Trust

**APPLICATION FOR COUNCIL GROVE LAKE PARK BOUNDARY LINE ADJUSTMENT**

Leasehold Location: Section Letter: C Site No.: 40 911 Address: 192 Breezy Shores Cir, Council Grove, KS 66846

Name(s) of Lessee(s) / Prospective Lessee(s): Carl Barry Cross Rev. Trust

Mailing Address: 9456 E Lakefront Cir City: Wichita State: KS Zip: 67206

Phone: 316-315-0721 Cell Phone: 316-323-7777 Date: 6-23-23 Requested Linear Feet: 40'

Signature(s) of Lessee(s) or Prospective Lessee(s): Carl Barry Cross Judy M. Cross  
(Must be same names as on lease)

The above signed do hereby request a Boundary Line Adjustment for the purpose of: Garage

The following items must be submitted with this application:

- elevation and plan drawings/sketches showing the dimensions of the proposed new dwelling or accessory structure
- a copy of the plot plan for the leasehold showing the location dimensions of the proposed new dwelling or accessory structure in relation to the existing dwelling
- signed letters from the adjoining leaseholders with their comments about the proposed boundary line adjustment
- a nonrefundable fee of \$70 to cover the cost of evaluating the request
- a completed leasehold transfer package, if the written request is from a prospective purchaser of the leasehold

**NOTE: Boundaries shared by leaseholders are not eligible for a Boundary Line Adjustment.**

**OFFICE USE ONLY BELOW THIS LINE**

Boundary Line Adjustment (BLA) determination criteria:

- prior agreements and understandings of adjoining leaseholders
- prior usage and expectations of adjoining leaseholders
- the physical configuration of lots
- equitable placement of the boundary considering the interest of present as well as future leaseholders
- equitable division of lake frontage and access
- ingress and egress to leaseholders
- location of existing access roads
- location of existing utilities
- equitable placement of the boundary considering the previously determined depths of adjoining lots
- any other factors deemed appropriate

Boundary Line Adjustment not validated until the BLA Fee has been paid.

BLA Linear Feet: 46 BLA FT<sup>2</sup>: 3,932.54 BLA Rate: \$ 0.11 FT<sup>2</sup> BLA Fee: \$ 432.58

City's Designated Agent: BLA Recommended: (yes)/no Date: 6-23-23 Signature: Don Shaker

Governing Body Lake Committee: BLA Reviewed Date: 7-12-23

Governing Body: BLA Approved: (yes/no) \_\_\_\_\_ Date: \_\_\_\_\_

Land Survey of BLA: Surveyor: \_\_\_\_\_ Date: \_\_\_\_\_

Land Survey Filed with Morris County Register of Deeds: Date: \_\_\_\_\_ Filing Fee: \$ \_\_\_\_\_



11685

83-1204/1011 00

CHECK NUMBER

6-23-23

DATE

\$ 20.00

DOLLARS

Photo Safe Deposits on back

CARL BARRY CROSS  
JUDY M. CROSS

PAY TO THE  
ORDER OF

*City of Council Grove*  
*Security Deposit 2010*

P.O. Box 278  
Andover, KS 67002  
316.733.1375

**ANDOVER**  
STATE BANK

PREMIER CHECKING

FOR *Barndary line adj.*

*Carl Barry Cross*

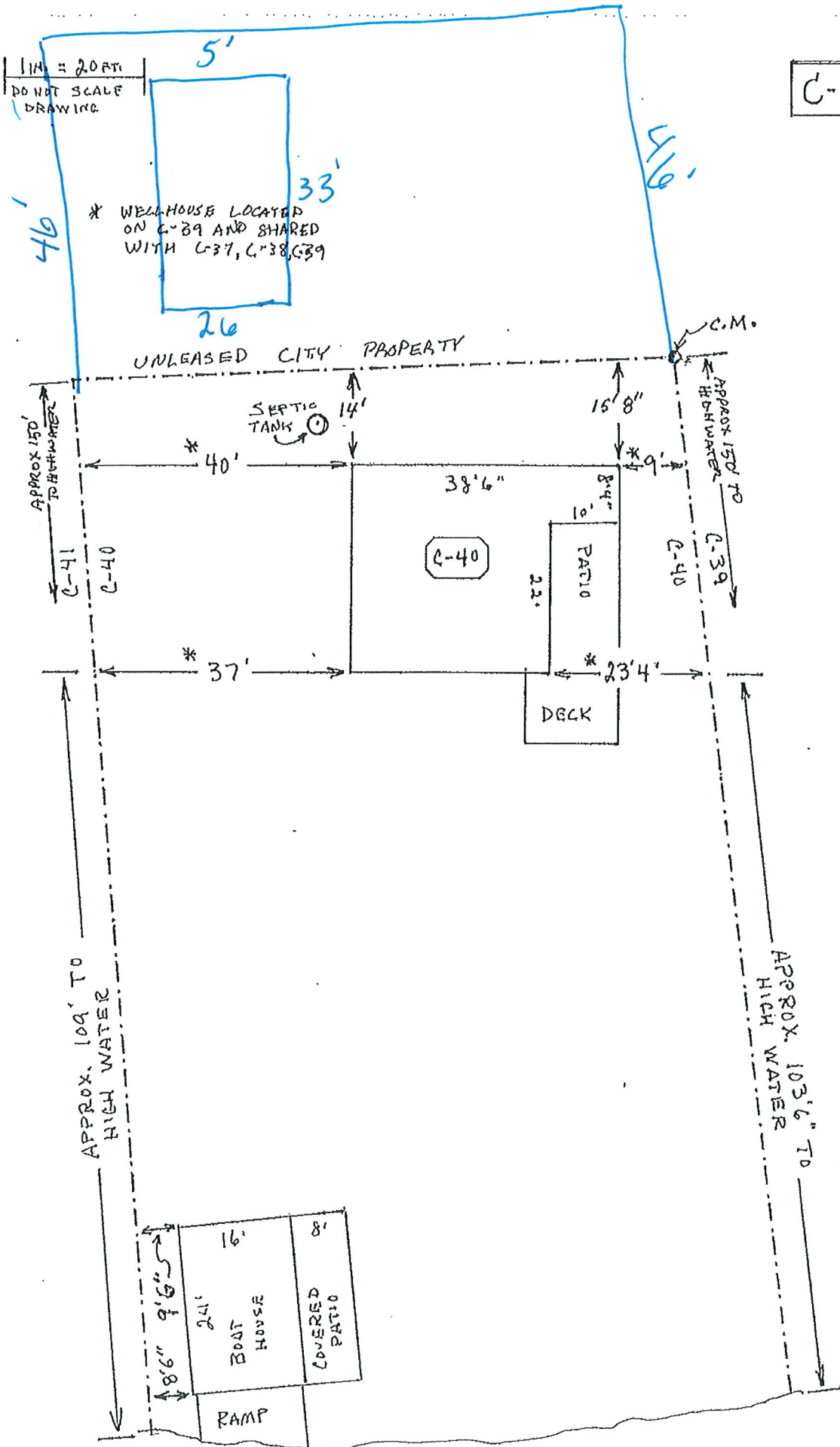
[Redacted]

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[Redacted]

Printed Name

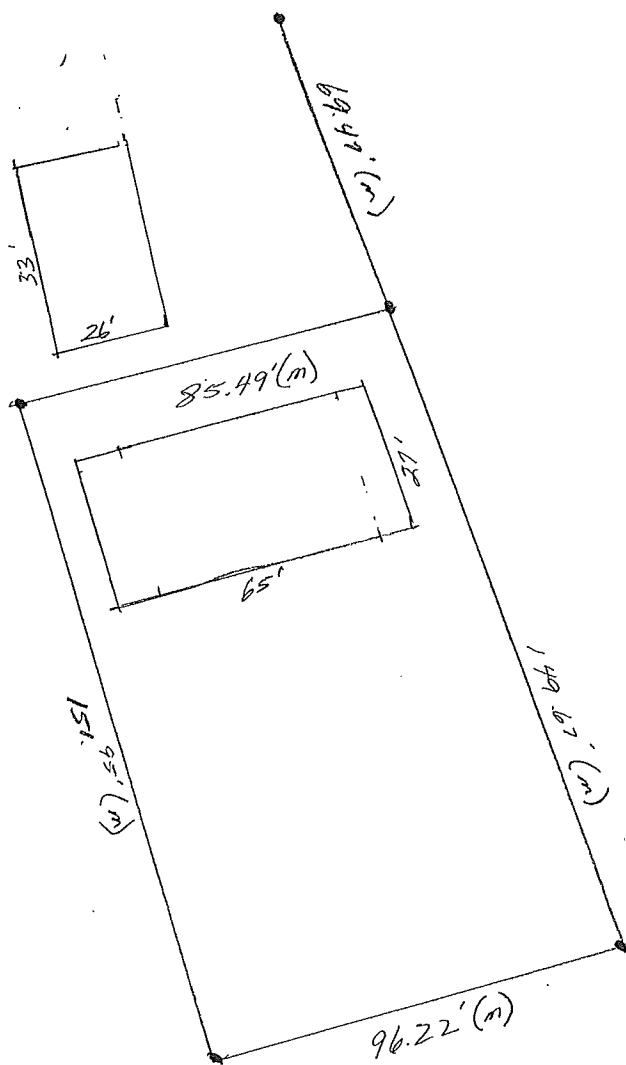
C-40



\* - APPROXIMATE BECAUSE OF TREE LINE

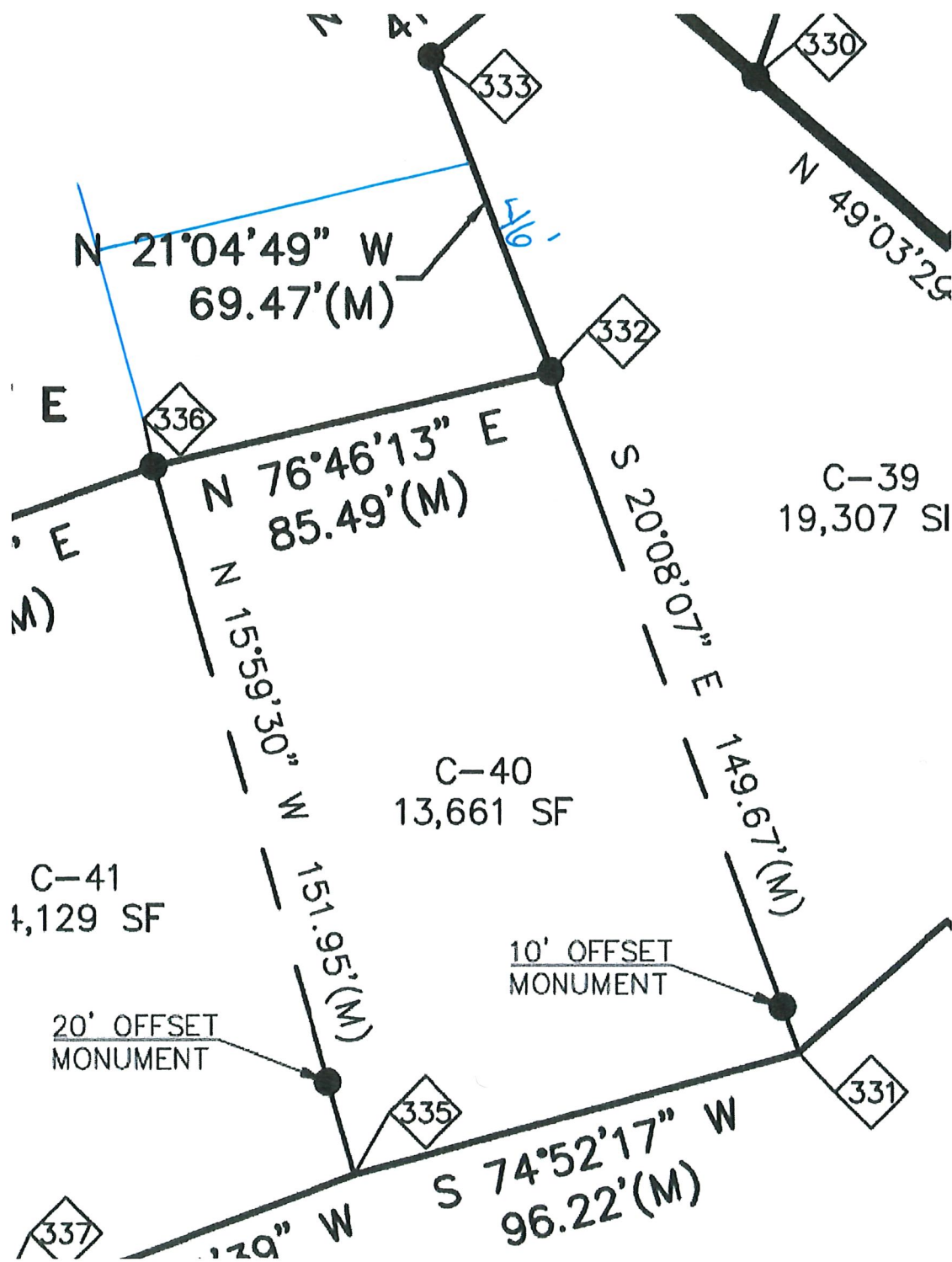
Road Access Side

9' walls



Lake Access Side

ROAD ACCESS SIDE



LAKE ACCESS SIDE

9' Walls

# DDS HOUSE PLANS

SCHEMATIC DESIGN SERVICES INC. 1234567890

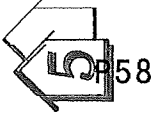


Providing thoughtful plans for the building professional

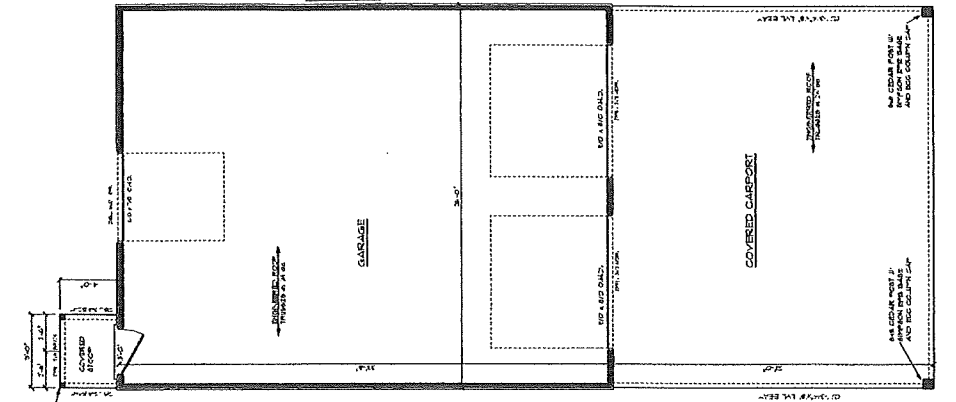
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
2. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.  
3. ALL ROOFS ARE TO BE ASPH/FLT UNLESS OTHERWISE NOTED.  
4. ALL DOORS AND WINDOWS ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
5. ALL EXTERIOR FINISHES ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
6. ALL INTERIOR FINISHES ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
7. ALL CEILING FINISHES ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
8. ALL FLOOR FINISHES ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
9. ALL LIGHTING IS TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
10. ALL MECHANICAL SYSTEMS ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
11. ALL ELECTRICAL SYSTEMS ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
12. ALL PLUMBING SYSTEMS ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
13. ALL HEATING SYSTEMS ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
14. ALL VENTING SYSTEMS ARE TO BE AS STANDARD UNLESS OTHERWISE NOTED.  
15. ALL EXTERIOR WALLS ARE TO BE 8" THICK UNLESS OTHERWISE NOTED.  
16. ALL INTERIOR WALLS ARE TO BE 5" THICK UNLESS OTHERWISE NOTED.  
17. ALL PARTITIONS ARE TO BE 5" THICK UNLESS OTHERWISE NOTED.  
18. ALL CEILING JOISTS ARE TO BE 24" ON CENTER UNLESS OTHERWISE NOTED.  
19. ALL FLOOR JOISTS ARE TO BE 24" ON CENTER UNLESS OTHERWISE NOTED.  
20. ALL ROOF JOISTS ARE TO BE 24" ON CENTER UNLESS OTHERWISE NOTED.

DISPERSE WINDOWS

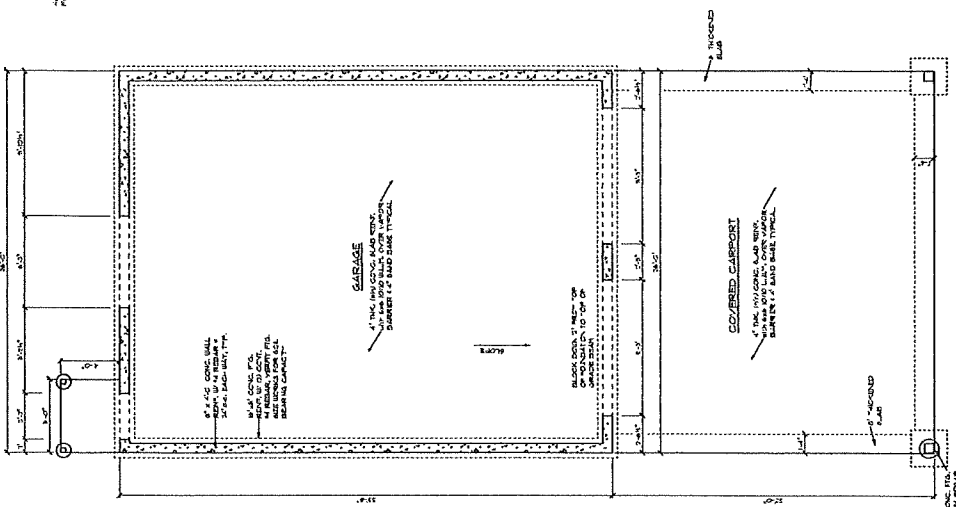
DATE: 08-20-20  
SHEET NO: 108  
PROJECT NO: 1234567890



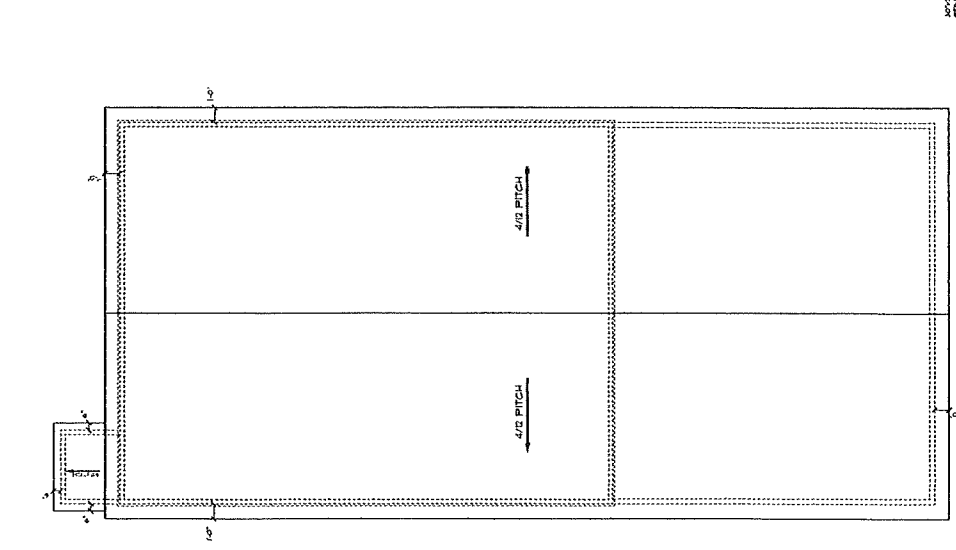
- ### GENERAL NOTES
1. BUILDING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC).
  2. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE DIMENSIONS OF ALL EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION.
  3. ALL EXTERIOR WALLS TO BE CONCRETE WITH A MINIMUM OF 8" THICKNESS AND A MINIMUM OF 4" REINFORCEMENT.
  4. ALL INTERIOR WALLS TO BE CONCRETE WITH A MINIMUM OF 5" THICKNESS AND A MINIMUM OF 4" REINFORCEMENT.
  5. ALL PARTITIONS ARE TO BE 5" THICK CONCRETE WITH A MINIMUM OF 4" REINFORCEMENT.
  6. ALL CEILING JOISTS ARE TO BE 24" ON CENTER UNLESS OTHERWISE NOTED.
  7. ALL FLOOR JOISTS ARE TO BE 24" ON CENTER UNLESS OTHERWISE NOTED.
  8. ALL ROOF JOISTS ARE TO BE 24" ON CENTER UNLESS OTHERWISE NOTED.
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FLOOR PLAN 1/4" = 1'-0"



FOUNDATION PLAN 1/4" = 1'-0"



ROOF PLAN 1/4" = 1'-0"

VERIFY ROUGH OPENING OF ALL DOORS & WINDOWS WITH BUILDER

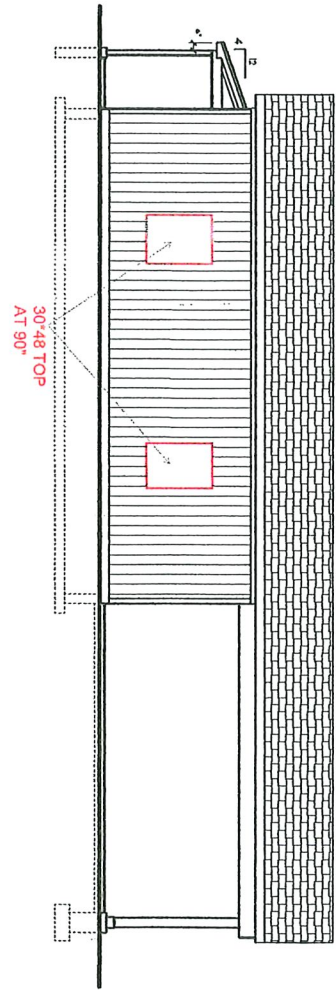
HORIZONTAL DIMENSIONS ARE FROM THE OUTSIDE OF EXTERIOR WALL TO THE LEFT SIDE OF INTERIOR WALLS. VERTICAL DIMENSIONS ARE FROM THE OUTSIDE OF EXTERIOR WALL TO THE BOTTOM SIDE OF INTERIOR WALLS.

NOTE: THE CONCRETE FOUNDATION SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER. THE CARPORT SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER. ALL EXTERIOR WALLS SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.

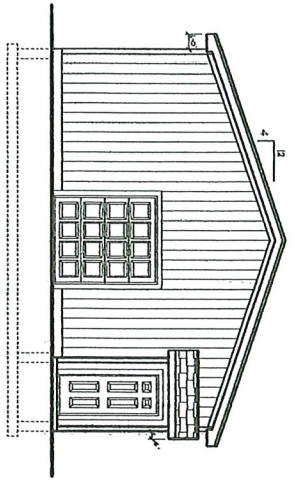
1. ALL DIMENSIONS ARE TO BE TO UNFINISHED INTERIOR SURF UNLESS OTHERWISE NOTED.  
2. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.  
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WALL THICKNESS	FOUNDATION WALL REINFORCING			
	WALL HEIGHT	# OF JOIST WALL	# OF JOIST WALL	# OF JOIST WALL
8" WALL	14'-4"	14'-4"	14'-4"	14'-4"
5" WALL	14'-4"	14'-4"	14'-4"	14'-4"
5" WALL	14'-4"	14'-4"	14'-4"	14'-4"
5" WALL	14'-4"	14'-4"	14'-4"	14'-4"

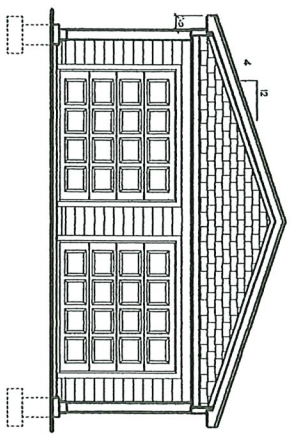
NO PART SHALL BE CONCRETE TO BE 3000 PSI / 7500 PSI TO BE 4000 PSI. GARAGE TO BE 4000 PSI.



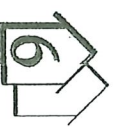
LEFT SIDE ELEVATION  
1/4" = 1'-0"



REAR ELEVATION  
1/4" = 1'-0"



FRONT ELEVATION  
1/4" = 1'-0"



BELLE HAVEN  
 LHS NO. 198  
 THING OF  
 SCHRAEDER

**DRIPPE HOMES**  
 10000 W. WINDY HILL BLVD  
 SUITE 100  
 DALLAS, TX 75241  
 (972) 412-1111  
 WWW.DRIPPEHOMES.COM

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**SDS HOUSE PLANS**  
 SCHRAEDER DESIGN SERVICES TOPEKA, KS 786 608-7695  
 "Providing affordable plans for the building professional"

6-22-23

We, Bill and Melanie Hankley at lot C-39,  
are aware of the proposed lot extension  
on lot C-40 for the purpose of building  
a garage. We have seen sketches of the  
garage and we give our approval for  
the proposed extension

~~Bill Hankley~~ (Will Hankley)  
Melanie Hankley





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

## Date of Public Hearing – Intent to Exceed Revenue Neutral Rate/Approval of 2024 City Budget

### Date for Public Hearings:

- September 5, 2023, at 5:30pm in City Hall.
- Intent to Exceed Revenue Neutral Rate
- Approval of 2024 City Budget