



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

**City Council Agenda
 September 5, 2023
 5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC HEARING:

- **EXCEED REVENUE NEUTRAL RATE**
- **BUDGET HEARING**

PUBLIC COMMENT PERIOD

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

CONSENT AGENDA:

- Minutes from the Previous meeting: Pages 2 – 4
- Appropriations:
- Cabin Transfers: F-2, D-5 Pages 5 - 38

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

OLD BUSINESS:

- N/A

Motion: Seconded: Action: Abstention: Este. Cost

NEW BUSINESS:

- Council Grove Area Trade & Tourism Association:

Motion: Seconded: Action: Abstention: Este. Cost

- Community Events Applications:
 - Voices of the Wind People Pages 39 - 45
 - Hays House 1857 Restaurant and Tavern: Oktoberfest Brat & Biergarten Pages 46 - 47

Motion: Seconded: Action: Abstention: Este. Cost

- City Lake Committee Recommendation: I-4 Rob Eichman Pages 48 - 74

Motion: Seconded: Action: Abstention: Este. Cost

- North 8th Street Speed Limit:

Motion: Seconded: Action: Abstention: Este. Cost

- Constitution Week Proclamation:

Motion: Seconded: Action: Abstention: Este. Cost

- Executive Session – City Lake Property:

Motion: Seconded: Action: Abstention: Este. Cost

Governing Body Comments:

Adjournment:

City Council Meeting Minutes
August 15, 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, Larry Siegrist, also present were the City Administrator Nick Jones, , Assistant City Attorney Molly Priest. Others attending were Jan Sciacca, Sharon McVay, Pastor Billy Kryger, John Steinkuehler, John Petz, Pat Reardon, Matthew Firnhaber.

PLEDGE OF ALLEGIANCE

INVOCATION:

Pastor Billy Kryger

PUBLIC COMMENT PERIOD

CONSENT AGENDA

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

- August 1, 2023, Minutes
- August 1, 2023, to Current Appropriations.
- Cabin Transfer

OLD BUSINESS

N/A

NEW BUSINESS

- **Audit Report - Adams Brown CPA's: Jami Benyshek:**
Jami Benyshek with Adams Brown CPA's join the meeting virtually to give the city's 2022 Audit Report. Mrs. Benyshek said the financial statement disclosures are neutral, consistent, and clear and noted that there were no difficulties in dealing with management in performing and completing the audit. Mrs. Benyshek said one area that was discussed with management was encumbrances and the need to track them for future projects to ensure funds are not spent. There were 3 recommendations to improve internal controls that she said city management has already started. One area Mrs. Benyshek said there was one area of Internal Controls the city could not do anything to correct is the proper segregation of duties sense it would require the hiring of additional staff, which is not feasible for small municipalities. Overall Mrs. Benyshek said the Audit went smoothly. After discussion a motion was made by Councilperson Jason Booker to approve the Audit report from Adams Brown CPA's. The motion was seconded by Councilperson Mark Berner. Motion carried 5 – 0
- **Community Events Application: Council Grove Christian Church:**
John Steinkuehler representing the Council Grove Christian Church requested the use of the Council Oak Park on August 19th from 4pm – 7pm for the purposes of the Kick-Off event for Awana. Mr. Steinkuehler said there would free food, games, train rides, and a bounce house. After discussion Councilperson Denise Hartman made a motion to approve the Community Events Application. The motion was seconded by Councilperson Sharon Haun. Motion carried 5 – 0
- **Executive Session: City Lake Attorney Pat Reardon:**
Mayor Debi Schwerdtfeger asked for a motion to go into Executive Session for City Lake Attorney Pat Reardon. A motion was made by Councilperson Mark Berner to go into Executive Session to meeting with City Lake Attorney Pat Reardon for 30 minutes, which included the City Council, City Administrator, City Attorney's, Pat Reardon and his clerk Matt Firnhaber. The motion was seconded by Councilperson Jason Booker. Motion carried 5 – 0
No action was taken when the session resumed.
- **City Lake Committee Recommendation: C-41:**
The City Lake Committee recommends the City Council approve a variance request of 12ft on the lake side of the cabin for a covered sunroom on a deck for Carl Berry Cross Rev. Trust, C-41 The addition will not restrict or interfere with the neighboring cabins or access to the area. The neighbors are aware and have provided written approval. After discussion a motion was made by Councilperson Mark Berner to approve the variance request for C-41. The motion was seconded by Councilperson Denise Hartman. Motion carried 5 – 0

Application for Cabin Site Transfer

COUNCIL GROVE CITY LAKE

Site Number: F2 Date: August 17, 2023
Name of Transferee: GARY AND WIGBERT GROSS TRUST
~~BILLIE SWARTZ TRUST~~

Address: 3521 SCULMINOLNSHIP

City: TOPEKA State: KS Zip Code: 66604

Telephone Number: 785 231 9624

Name of Transferor: BILLIE SWARTZ TRUST

OFFICE USE ONLY BELOW THIS LINE

Septic tank checked: 8-18-2023

The above application is approved:

this 24th day of August, 2023

Signed Dan Duke

Building Inspector

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

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

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

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 14 day of AUGUST 2018, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and GARY E YAGER AND WIDGE A YAGER 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 F, Lot F-2, 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 about the Council Grove City Lake, the Lessee is hereby granted access, to and from the Leased Premises to the Council Grove City Lake.

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

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

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

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

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

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

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

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

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

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

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

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

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

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

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

7. LIENS:

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

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

8. TAXES AND ASSESSMENTS:

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

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

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

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

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

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

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

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

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

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

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

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

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

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

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

12. **DEFAULT:**

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

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

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

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

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

14. SPECIAL OBLIGATIONS OF THE CITY:

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

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

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

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

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

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

15. SPECIAL OBLIGATIONS OF THE LESSEE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary Lessee: GARY YAGER AND WIPRA
YAGER TRUST

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.

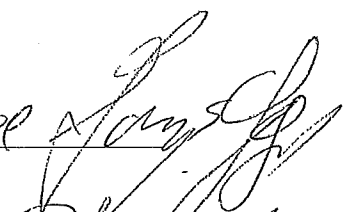
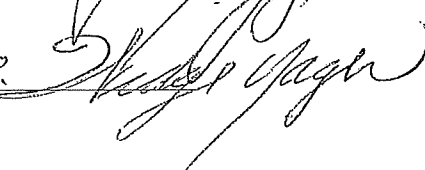
CITY OF COUNCIL GROVE, KANSAS

By:
Mayor _____

ATTEST:

City Clerk

LESSEE:

EARLY A YAGOROSKI 
Primary Leaseholder
WANDA YAGOROSKI 
Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

3591 SW. LINCOLNSHIRE RD TOPEKA KS 66614

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

3591 SW. LINCOLNSHIRE RD TOPEKA KS 66614



SEPTIC SYSTEM INSPECTION RESULTS

Section: F Site: F-2 Date: 8-18-2023

Address: 128 PRAIRE BLUFF LOOP

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 1,000 GALLONS

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

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

Pumped By: GLEN SISSION Date: 8-18-2023

Inspected By DAN DRUBE Date: 8-18-2023

Inspected By: _____ Date: _____

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

Comments:

Sincerely,

Dan Drube
City Inspector



Date: 8-18-2023

Site Number: K-2

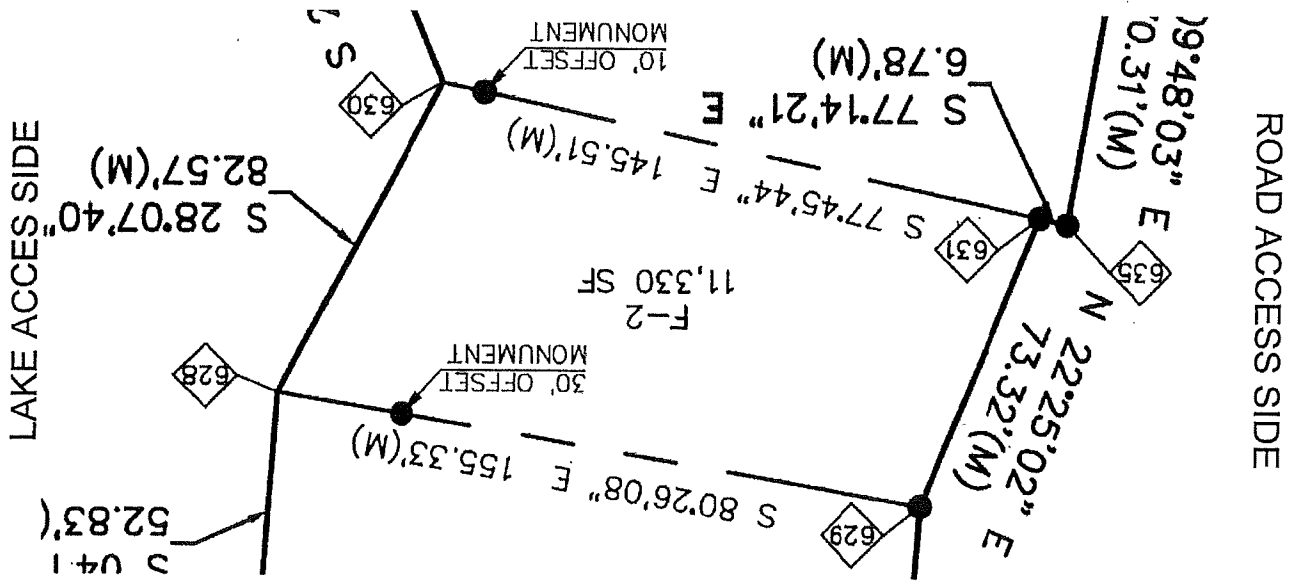
City Lake Transfer Inspections

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 ½ bathroom
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





8/17/2023

Application for Cabin Site Transfer

COUNCIL GROVE CITY LAKE

Site Number: D-5 Date: August 29, 2023

Name of Transferee: Red Rock Hill Holding Co. LLC /
Bradley Pyle

Address: 720 6th St.

City: Clay Center State KS Zip Code 67432

Telephone Number: 785-410-6478

Name of Transferor: Michael J. Donnelly &
Jacqueline McDonald Trust

OFFICE USE ONLY BELOW THIS LINE

Septic tank checked: 8-25-2023

The above application is approved:

this August day of 30th, 20 23

Signed Don Pyle

Building 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 Red Rock Hill Holding Co LLC

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 D , Lot D - 5 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, lake home, and dock

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

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

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands this 30th day of August 2023

Michael L. Donnelly

Jacqueline MacDonald

STATE OF Kansas , Morris COUNTY, ss.

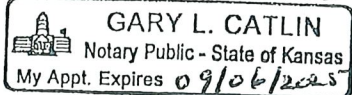
BE IT REMEMBERED, That on this 30th day of August , 2023 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael L Donnelly & Jacqueline MacDonald Trustees *MLD JM* who are/is personally known to me to be the same person(s) who executed the foregoing bill 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

Gary L. Catlin
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 9 day of August 20 23 by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Red Rock Hill Holding Co. LLC / Bradley Kyle, 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 D, Lot D - 5, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

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

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

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

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

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

2. **DEMISE:**

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

terms and conditions set forth herein, the Leased Premises.

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

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

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

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

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

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

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

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

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

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

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

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

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

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

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

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

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

7. LIENS:

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

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

8. TAXES AND ASSESSMENTS:

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

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

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

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

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

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

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

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

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

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

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

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

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

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

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

12. **DEFAULT:**

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

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

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

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

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

14. SPECIAL OBLIGATIONS OF THE CITY:

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

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

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

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

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

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

15. SPECIAL OBLIGATIONS OF THE LESSEE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the City:

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

Primary Lessee:

Red Rock Hill Holding Co. LLC / Bradley Ryle
720 6th St
Clay Center KS 67432

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

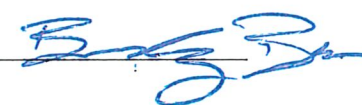
By:
Mayor _____

ATTEST:

City Clerk

LESSEE:

Red Rock Hill Holding Co LLC / Bradley Pyle
Primary Leaseholder

Bradley Pyle | 
Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

720 Wm St
Clay Center KS 67432

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

158 Watersedge Loop
Council Grove, KS 66846



SEPTIC SYSTEM INSPECTION RESULTS

Section: D Site: D-5 Date: 8/25/2023

Address: 158 WATERSEGE LOOP

Septic System Type: Anaerobic: ()

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 1000 GALLONS

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

Lift Pump: Yes: () No: ()

Pumped By: RODNEY WHITAKER Date: 8/25/2023

Inspected By: DAN DRUBE Date: 8/25/2023

Inspected By: _____ Date: _____

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

Comments:

Sincerely,

Dan Drube
City Inspector



City Lake Transfer Inspections

Cabin D-5 **Address -** 158 WATERSEDGE LOOP

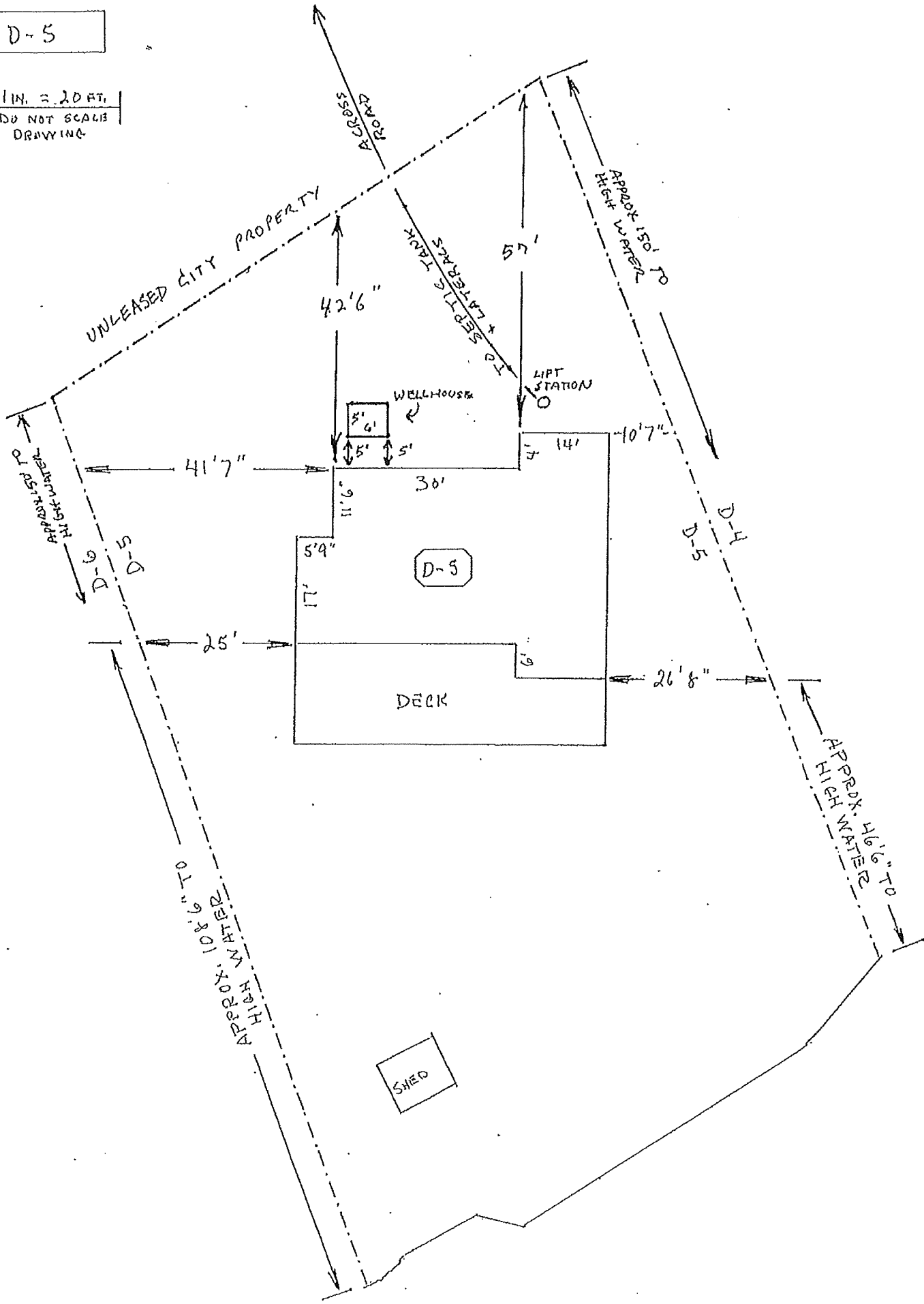
1. No environmental code violations inside or outside, including city commons (See City Code Chapter, 8 Article 2) **GOOD** BAD
2. Count bedrooms with closets and without closets. 3 BEDROOM 2 BATH
3. No missing cover plates in the cabin or in the accessory structures **GOOD** BAD
4. Inspect septic tank 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
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

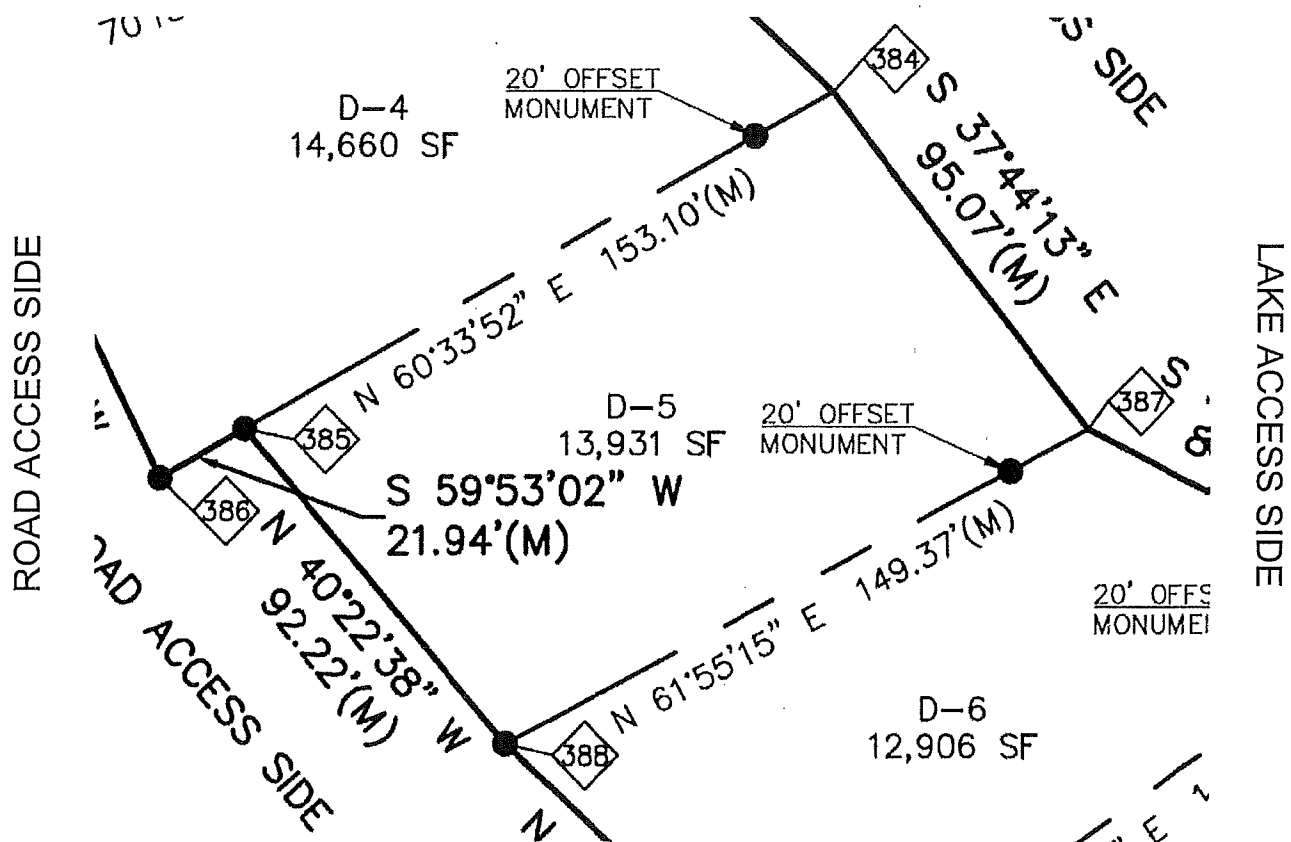
Date 8/25/2023

Dan Drube
City Inspector

D-5

1 IN. = 20 FT.
DO NOT SCALE
DRAWING







SPECIAL/COMMUNITY EVENT APPLICATION

NAME OF EVENT Voices of the Wind People

DATE(S) OF EVENT September 15th & 16th, 2023

TIME(S) OF EVENT 8:00pm both evenings

CONTACT NAME Zoey Bond

ADDRESS 116 West Main St

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

PHONE/CELL # 216-645-5477

EMAIL zoey@councilgrove.com

1- ON SITE SUPERVISOR Sharon Haun

PHONE/CELL # 620-803-1520

EMAIL khaun@tctelco.net

2 -ON SITE SUPERVISOR Zoey Bond

PHONE/CELL # 216-645-5477

EMAIL zoey@councilgrove.com

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

Ample volunteers for crowd control and organization, as well we will reach out to the Council Grove Police Department to ensure they can give the area a little extra attention.

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

Our Voices of the Wind People Volunteers will have the site cleaned up the morning
of September 17th.

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

Open to the public, tickets are on sale at CouncilGrove.com/Voices

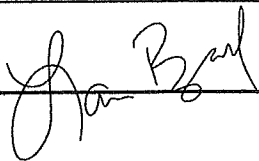
THE NAME AND ADDRESS OF ANY ADJACENT BUSINESSES WHICH ARE TO BE INCLUDED IN THE EVENT AREA OR TEMPORARY ENTERTAINMENT DISTRICT. LIST OR ATTACH TO FORM

None

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

None

APPLICANT SIGNATURE



DATE August 31, 2023

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

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

City Clerk/City Administrator

Date

ORDINANCE NO. 1.08-f

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

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

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

Section 2. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

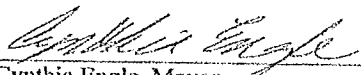
Section 12. ADMINISTRATIVE REGULATIONS. The Community Event Coordinator or his or her designee may adopt administrative regulations that are consistent with and further the terms and requirements set forth in this ordinance. All such administrative regulations must be in writing.

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

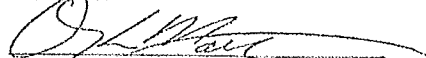
Section 14. PENALTIES. Any person who violates the provisions of this ordinance shall be subject to a fine not to exceed \$500.00 and a jail sentence of thirty days or both such fine and imprisonment. Each day that a violation exists shall constitute a separate offense.

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

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


Cynthia Engle, Mayor

ATTEST:


Danny Matthews
City Clerk
(SEAL)



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

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

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

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

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

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

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



SPECIAL/COMMUNITY EVENT APPLICATION

NAME OF EVENT Hays House 1857 Restaurant & Tavern : Oktoberfest Brat & Beer Garten

DATE(S) OF EVENT September 30th, 2023

TIME(S) OF EVENT 5pm-9pm

CONTACT NAME Randall Dickson

ADDRESS 112 West Main Street

CITY Council Grove

STATE Kansas

ZIP 66846

PHONE/CELL # 620-767-5911

EMAIL hhouserrd@gmail.com or zoey@adastradirective.com

1- ON SITE SUPERVISOR Randall Dickson

PHONE/CELL # 785-760-0660

EMAIL hhouserrd@gmail.com

2 -ON SITE SUPERVISOR Frankie Greco

PHONE/CELL # 785-580-6963

EMAIL 1857hh@gmail.com

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

We will alert Police Chief Wangerin, and have extra Hays House staff onsite to ensure the event is well managed.

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

Our Hays House team will have the area opened and fully cleaned up immediately following the service of our final guests.

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

Open to the public.

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

Our event is designed to augment an event coordinated by the Council Grove Area Trade & Tourism Association. Flint Hills Books (130 West Main), Knuckle Sandwiches (200 West Main), The Cottage House (25 N Neosho St), and Neosho Plaza Apartments (24 N Neosho St) are adjacent to the site we are requesting to close.

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

We would like to close North Neosho Street - one block from West Main to the alley. Neighboring businesses' customers will have full access via West Main Street and Columbia. The event will be from 5pm-9pm, Set-up will begin at 3:30pm, teardown should be completed by 10:30pm

APPLICANT SIGNATURE  DATE 8/23/25

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

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

City Clerk/City Administrator

Date



CITY LAKE COMMITTEE

City Council Meeting Recommendation, September 5, 2023

1. Recommends the Council approve an installation of a water slide.

Attached is a copy of manufacturer's instruction. The water depth and location of the end of the slide will be installed to manufacturer's instruction.

Rob Eichman

Eichman Family LLC, 156 Highview Point, I-4

The installation will not restrict or interfere with the neighboring cabins or access to the area.

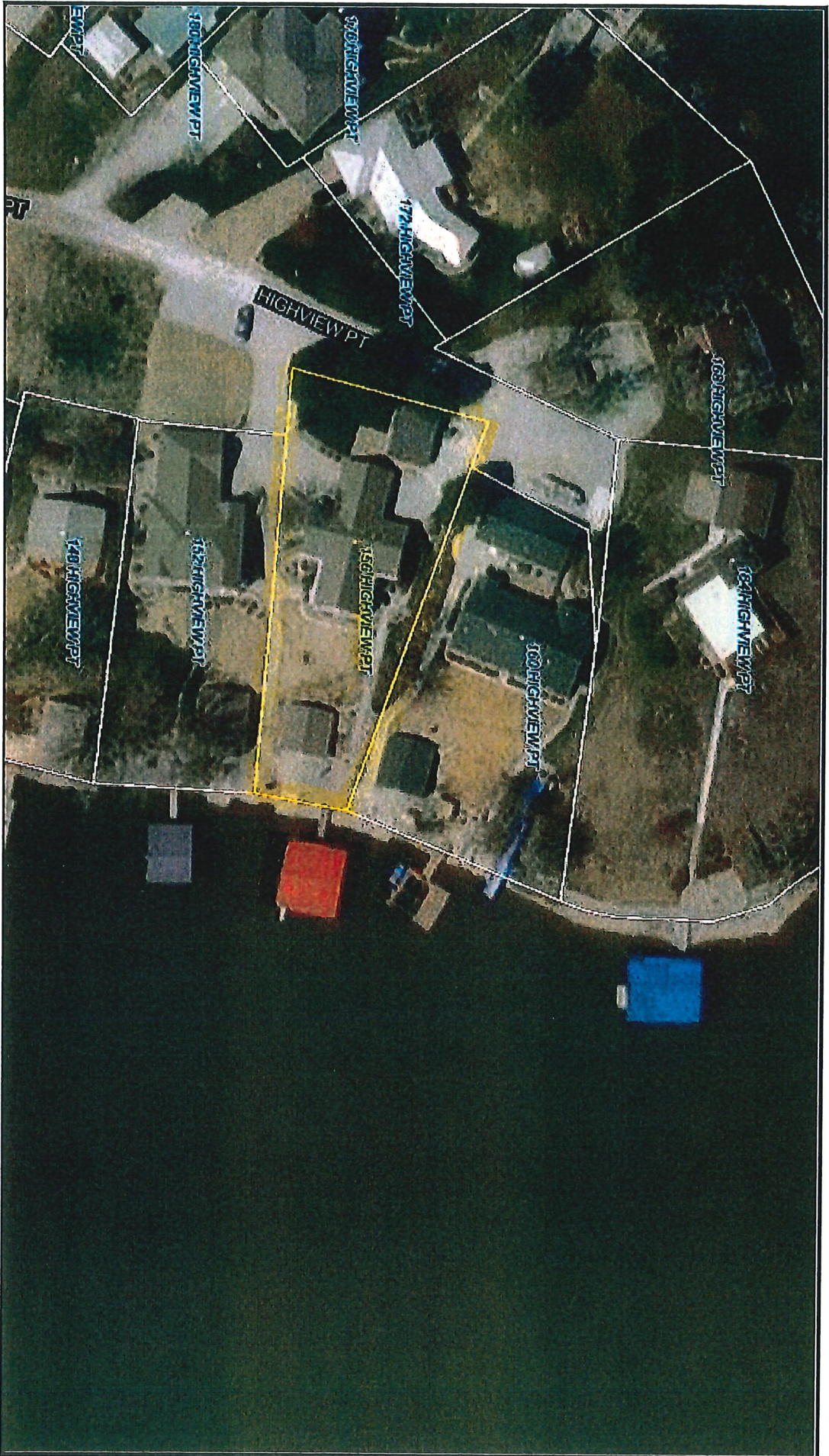
LAKE COMMITTEE:

Nick Jones

Larry Siegrist

CITY INSPECTOR:

Dan Drube

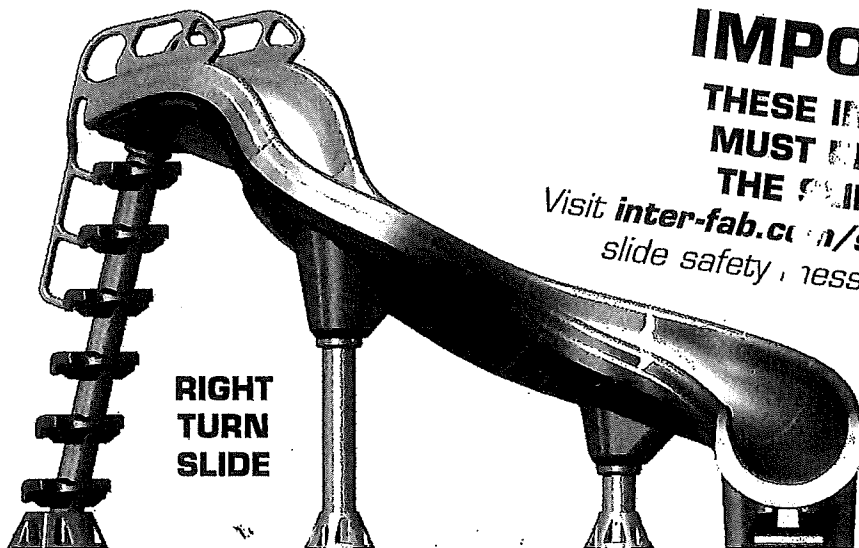


8/30/2023



ADRENALINE™ SLIDE

Assembly & Installation Instructions

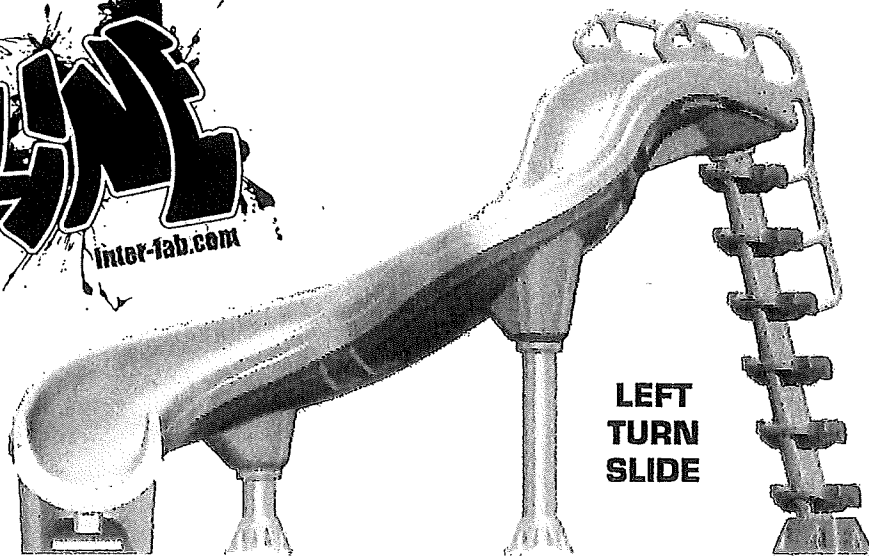


**RIGHT
TURN
SLIDE**

IMPORTANT!

**THESE INSTRUCTIONS
MUST REMAIN WITH
THE SLIDE OWNER!**

*Visit inter-fab.com/safety to view important
slide safety messages with your kids!*



**LEFT
TURN
SLIDE**

3050 S. ALVERNON WAY • TUCSON, AZ 85713
520.790.7040 • 800.737.5386 • FAX 520.790.7127

inter-fab.com

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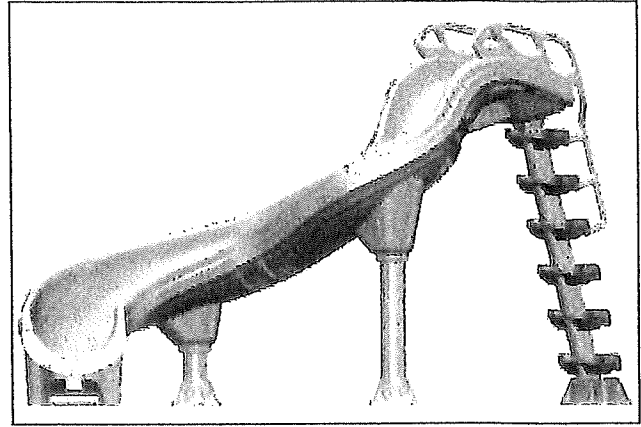
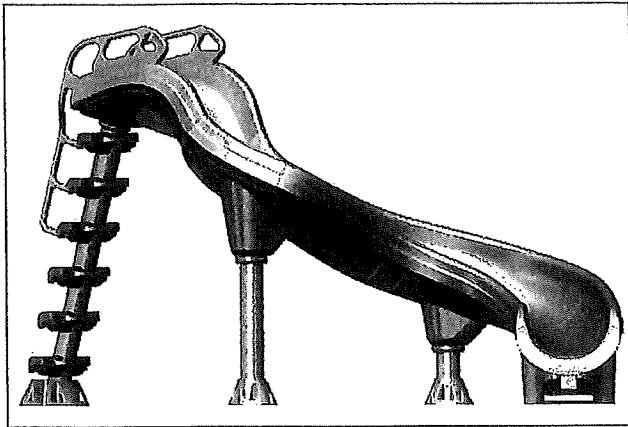
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IMPORTANT NOTICES TO THE INSTALLER

INTER-FAB HIGHLY RECOMMENDS THAT YOU READ THE ENTIRE INSTALLATION MANUAL BEFORE YOU ATTEMPT THE INSTALLATION OF THE ADRENALINE SLIDE.

YOU MUST USE THE PROVIDED ANTI-SEIZE ON ALL THE BOLTS AND ALL-THREADS OR THE NUTS WILL SEIZE.

INTER-FAB RECOMMENDS THAT A THREE-PERSON CREW ASSEMBLE THE ADRENALINE SLIDE.

INTER-FAB HIGHLY RECOMMENDS THAT YOU FOLLOW THE INSTALLATION SEQUENCE IN THIS MANUAL.

THE SLIDE POSITIONING GRAPHICS ON PAGES 5 AND 6 ARE FOR REFERENCE ONLY. INTER-FAB STRONGLY RECOMMENDS THAT ONLY THE FULLY AND CORRECTLY ASSEMBLED SLIDE BE USED TO LOCATE THE POSITIONS FOR THE ANCHOR BOLTS AS DESCRIBED ON PAGE 15.

THE LOWER AND UPPER FLUME SECTIONS ARE EACH SUPPLIED WITH A METAL FISH WIRE TO PULL THE 3/8" VINYL TUBING FROM THE EXIT SECTION UP TO THE WATER OUTLET PLUMBING IN THE ENTRY SECTION. BE CAREFUL NOT TO REMOVE THE FISH WIRE FROM BOTH FLUME SECTIONS DURING UNBOXING AND HANDLING.

INTER-FAB RECOMMENDS THAT THE ADRENALINE SLIDE BE INSTALLED ON A CONCRETE DECK WITH A MINIMUM THICKNESS OF 4".

INTENDED USE INSTRUCTIONS

1. Everyone who uses this slide must know, understand and follow these instructions
2. The ANSI/APSP/ICC-5 2011 standard for above ground pools prohibits the use of slides or diving boards on above ground pools or on ground pools.
3. **This slide is designed for residential inground pool use ONLY. This slide may not be used on any above ground or on ground pool. Such use of this slide may result in serious injury or death.**
4. **This slide should never be installed on above ground pools, ponds, floating docks or platforms, boat docks or houseboats or any natural body of water.**
5. This slide should never be installed on any commercial, public or semi-public pool.
6. Be familiar with the shape and depth of the pool before you slide. This slide should only be used with the proper water safety envelope, as described in Diagrams A, B & C on page 4 and in accordance with the slide positioning Diagrams D, E, F and G on pages 5 and 6.
7. Because the slide may only be used in water 4'6" deep or greater, all slide users must be able to swim in deep water.
8. Weight limit for this slide is 300 pounds, no slider weighing more than 300 pounds may use this slide.
9. The surface of the slide is very slippery when wet; **USE CAUTION** when entering the slide and when transitioning from standing to sitting.
10. Slide in a feet first sitting position **ONLY**.
11. **IMPORTANT:** sliding headfirst is prohibited: serious spinal injury resulting in paralysis or death can result.
12. Maintain adult supervision at all times.
13. Only one person at a time is allowed on the slide; this includes the ladder.
14. Be sure the water delivery system is on and lubricating the slide prior to use.
15. Collision with another swimmer or a diver can result in serious injury or death for one or both persons: Before sliding, always make sure that the path in front of the slide is free from any (including submerged) obstructions including other people or objects in the pool such as rafts, inner tubes etc. When a diving board is also present, make sure you do not use the slide while someone is on or using a diving board. Take turns.
16. No roughhousing or horseplay should be allowed on the slide at any time.
17. Do not stand, jump or dive from any part of the slide.
18. Do not slide on objects such as rafts or inner tubes. doing so greatly increases your risk of injury.
19. Do not slide through or at objects such as rafts or inner tubes, doing so greatly increases your risk of injury.
20. Do not use this slide if physically impaired or handicapped without your doctor's permission.
21. Do not use this slide with a history of heart conditions, seizures, back problems, fainting or fear of heights.
22. Do not use this slide if you are pregnant.
23. Do not drink alcohol and use this slide.
24. Don't take chances, inspect the slide at least once a year (see the slide inspection list on page 17, do not use the slide if any part becomes loose, damaged, weakened or broken. If necessary, before using the slide again, have it inspected and repaired by a competent professional familiar with pool slides.
25. Given that the Adrenaline is used in a swimming pool environment a certain amount of water and moisture should be expected to accumulate on the pool deck within the vicinity of the slide. This results not only from splashing from riders entering into the pool but also splashing from water runoff as it exits the slide. To minimize this, the rate of water flow to the slide can be reduced while in use and the slide water source should be turned off when the slide is not in use.

WARNING: SERIOUS INJURY OR DEATH CAN RESULT FROM THE IMPROPER INSTALLATION OR USE OF THIS SLIDE.



When installed according to these instructions, this slide conforms to Consumer Product Safety Standard Guidelines.

ADRENALINE

WATER SAFETY ENVELOPE:

A minimum water depth of three feet (3') under the exit of the slide which increases to a depth of four feet (4'6") at point A which is located four feet six inches (4'6") from the back wall of the pool. A minimum depth of four feet (4'6") must be maintained at a distance of nine feet (9') along the centerline of the slide from point A. The above described water depth profile shall extend a minimum of three feet three inches (3'3") on either side of the centerline of the slide.

(See Diagrams A, B & C)

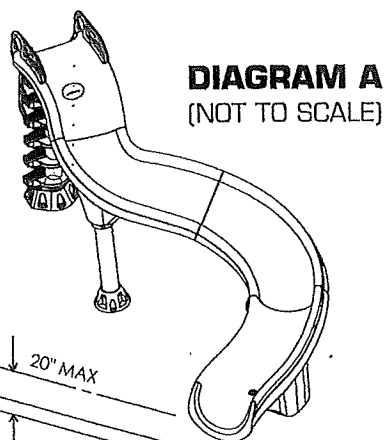


DIAGRAM A
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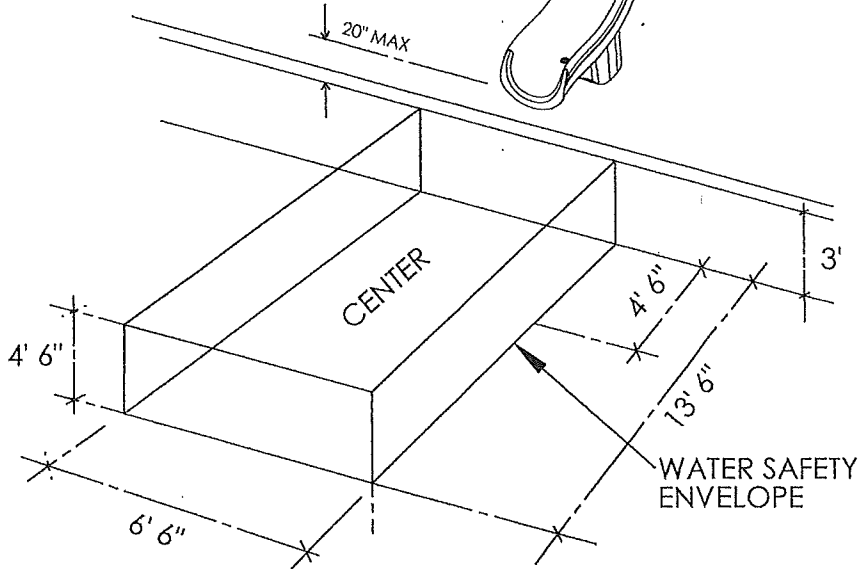
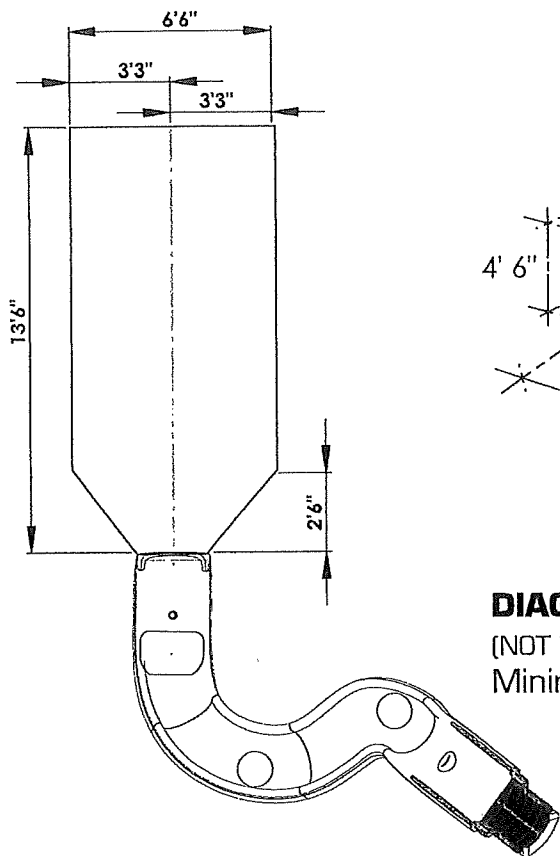
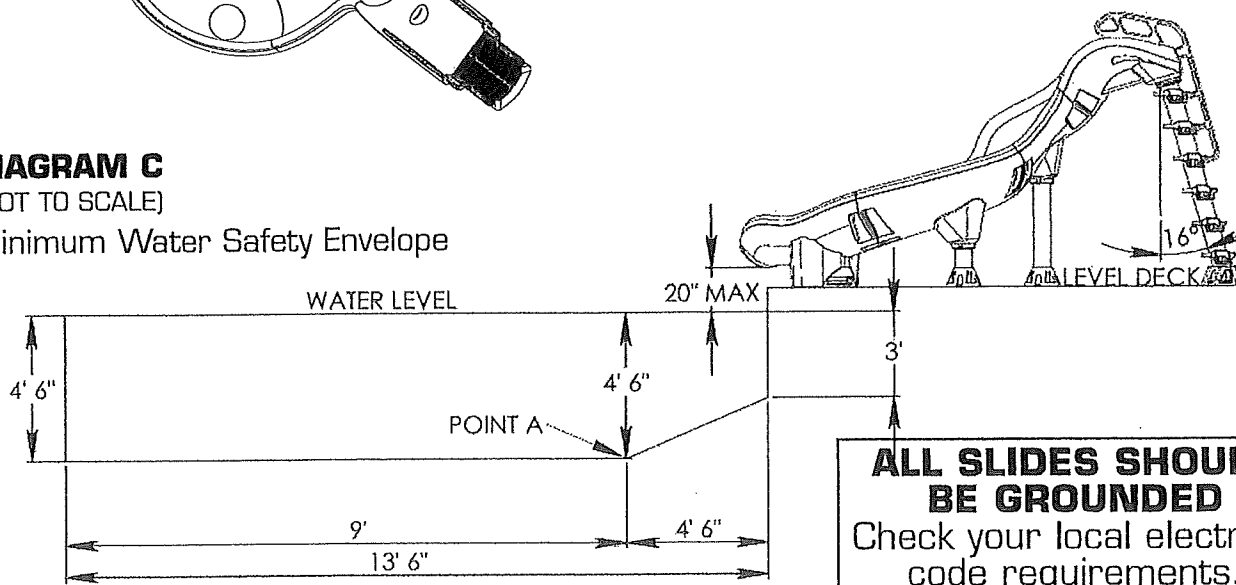


DIAGRAM B
(NOT TO SCALE)
Minimum Slide Clearance Area

DIAGRAM C
(NOT TO SCALE)
Minimum Water Safety Envelope



ALL SLIDES SHOULD BE GROUNDED
Check your local electrical code requirements.

SLIDE PLACEMENT DIAGRAM & FOOTPRINT DIAGRAM Adrenaline Slide - Right Turn

DIAGRAM F
(NOT TO SCALE)

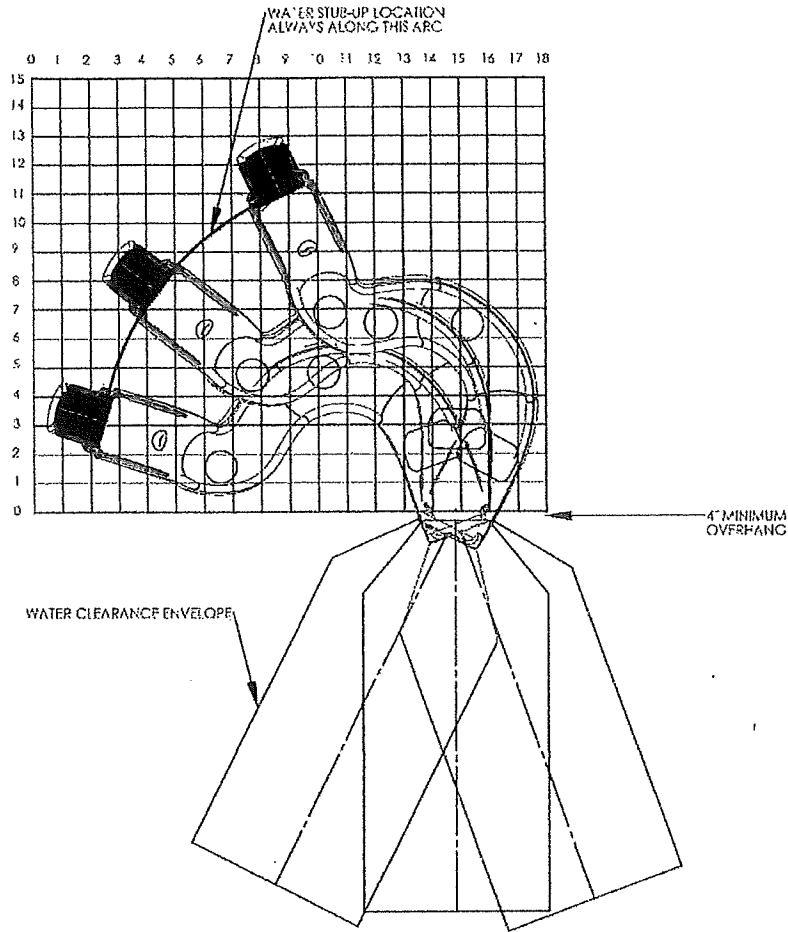
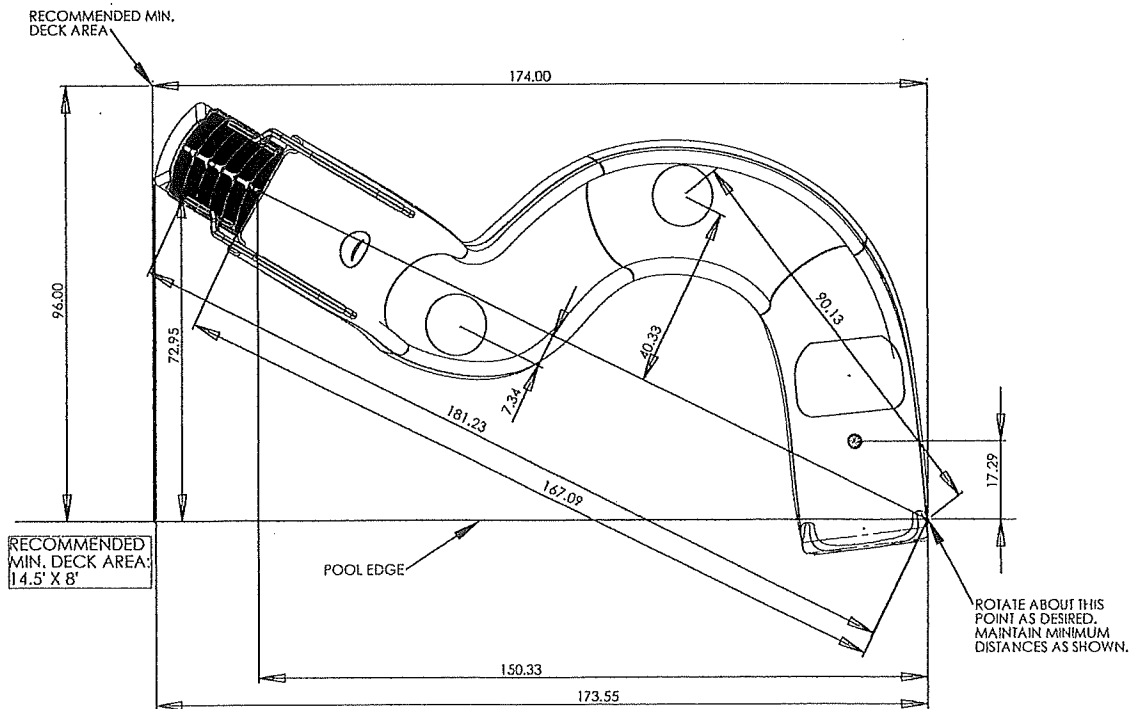
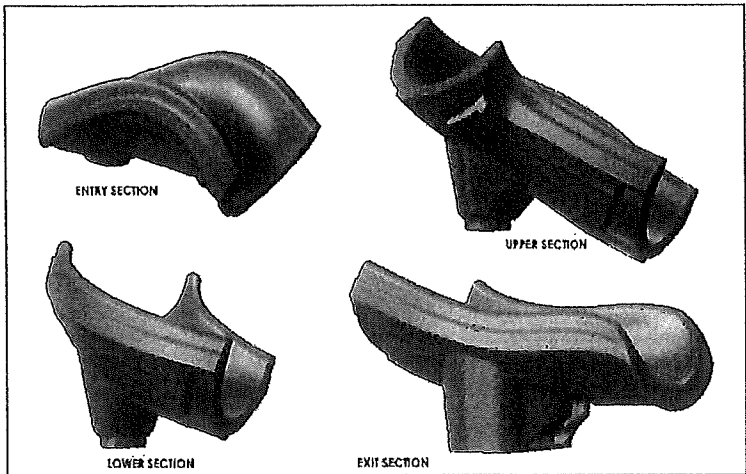


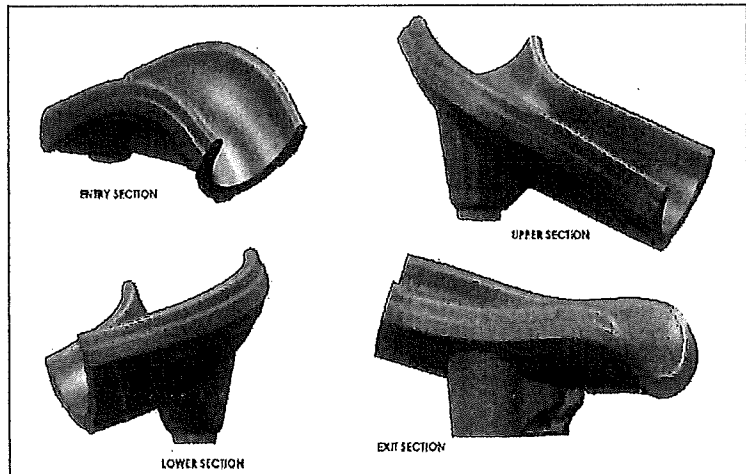
DIAGRAM G
(NOT TO SCALE)



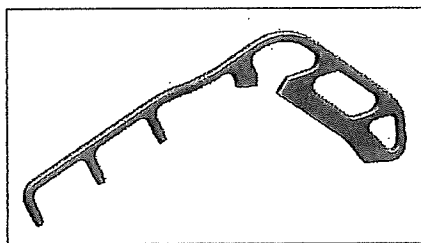
ADRENALINE SLIDE COMPONENTS



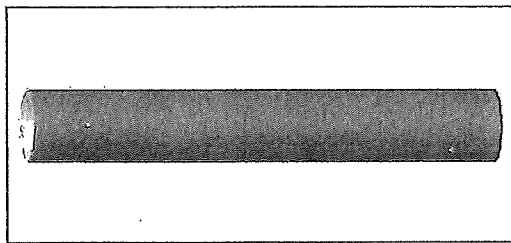
Left Turn Slide Flume Parts



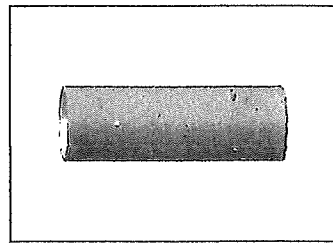
Right Turn Slide Flume Parts



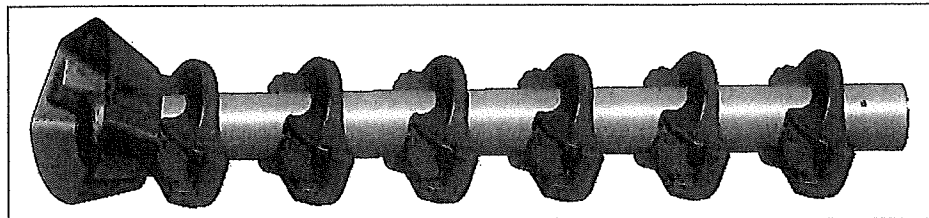
**Handrail (2)
1-Right; 1-Left**



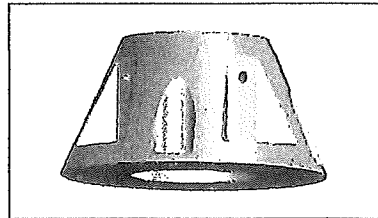
Long Leg



Short Leg



Step Assembly



Foot Pedestal (2)

LIST OF REQUIRED TOOLS

Tools required for assembly and installation of Adrenaline slide:

NOTE: USE PROVIDED ANTI-SEIZE ON ALL BOLTS!

- | | |
|--|--------------------------------|
| 1. Hammer | 7. Drill with 3/8" masonry bit |
| 2. 3/8" drive ratchet | 8. Tape measure |
| 3. 3/8" x 6" ratchet extension | 9. PVC Pipe Cutter |
| 4. 1/2" deep socket (deep socket is necessary) | 10. Level |
| 5. 9/16" socket | 11. Angle Finder |
| 6. 9/16" box end ratchet wrench | 12. Pliers |
| | 13. Razor Knife |

NOTE: Use slide box and packaging during assembly to protect slide components from damage from the decking surface.

IMPORTANT NOTE: The Adrenaline pool slide uses a proprietary water supply and drain system. Water is supplied at the top of the slide as well as to the drain unit in the exit. The exit drain also serves to remove any standing water when the slide is not in use. The plumbing is factory installed but the drain in the exit section must be connected to the entry water outlet plumbing during slide installation. The exit section is plumbed with a length of 3/8" clear vinyl tubing and a red cap as shown in Figure 1. The red cap will facilitate pulling the vinyl tubing through the lower and upper flume sections. The red cap will be cut off and discarded when the slide plumbing is connected.

STEP ONE: Attach the Ladder to the Entry Section

Thread the flex PVC hose from the entry section through the step tube assembly and out the pre-drilled hole above the bottom step. Utilizing hardware kit ADR-103-SS and anti-seize, attach the ladder to the entry section on the ground. Be careful not to scratch the slide; use the cardboard box the slide arrived in for protection. Insert the top of the ladder into the ladder receiver on the entry section and align the holes. [See Fig. 2 & 3] Place a 3/8" flat washer over a 3/8"x9-1/2" bolt with anti-seize, then push bolt completely through the pre-drilled holes in the entry section leg receiver and the PVC ladder; then place a 3/8" flat washer then a 3/8" lock washer then a nut on the bolt; hand tighten only. [These will be tightened after attachment to flume/exit section.

NOTE: Install bolts from step side – nuts will be under entry section.

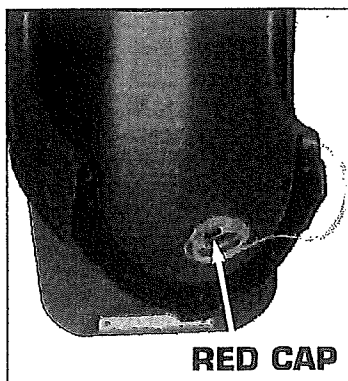


Fig. 1

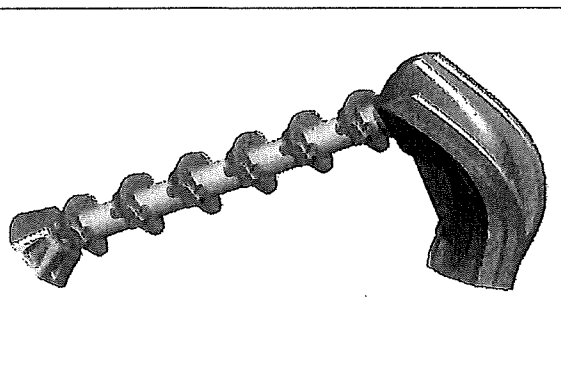


Fig. 2

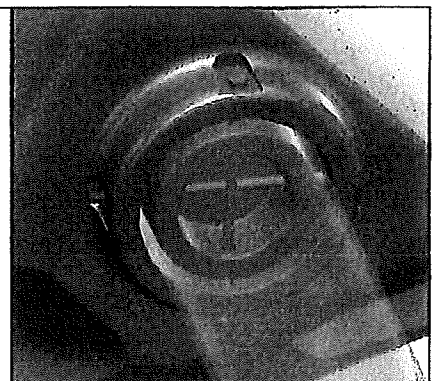


Fig. 3

STEP TWO: *Attach the Handrails to the Ladder and Entry Section*

TIP: Install the handrails as shown in *Figure 4* below.

TIP: Hand tighten the all-threads into the handrails only, do not use any mechanical means such as a wrench or pliers to tighten the all-threads.

TIP: There are 8 all-threads utilized on each handrail. There are 3 different lengths of all-threads used on each handrail. *See Fig. 5 below to match actual size.* (ADR-105-SS Kit)

TIP: The offset at the bottom of each handrail faces in as the step attachment point is narrower than the entry section.

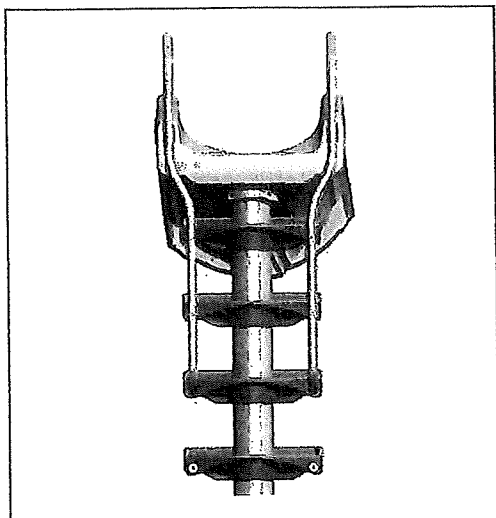


Fig. 4: Back View of Ladder Section Assembly

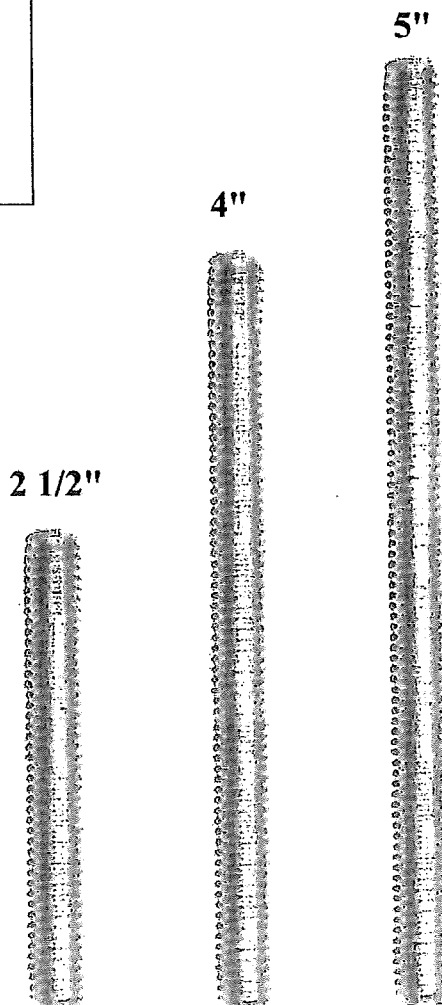
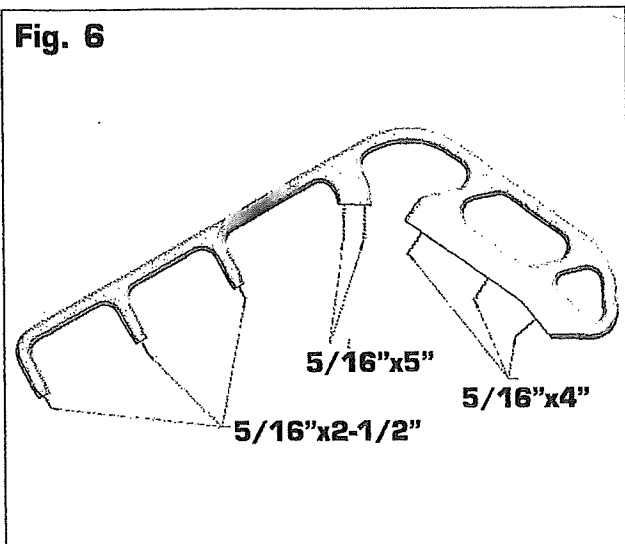


Fig. 5

STEP TWO: Attach the Handrails to the Ladder and Entry Section - CONT.

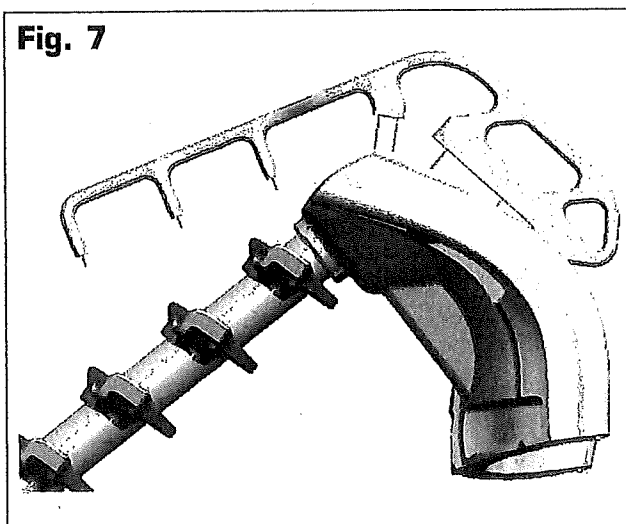
Insert the correct length of all-thread into the nuts embedded in the handrails then attach the handrails as illustrated. (See Fig. 6 and 7)

Fig. 6

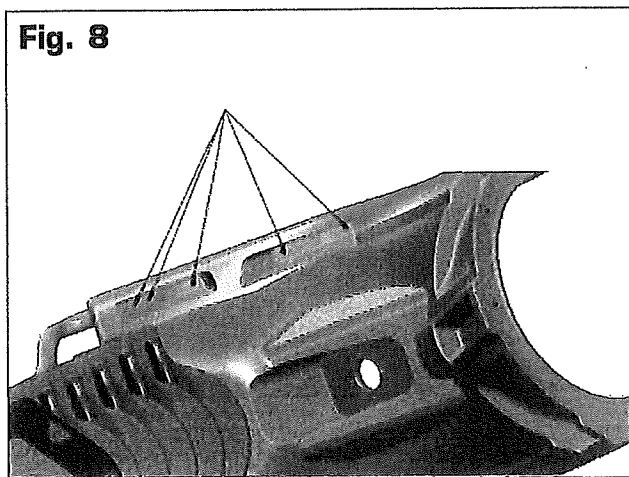
Hand tighten all-thread into each of the 8 locations on the handrails. Ensure correct length of all-thread is used at each location. (See Fig. 5 on page 9.)

5/16" x 2-1/2" all-thread (3 each as shown)
 5/16" x 4" all-thread (3 each as shown)
 5/16" x 5" all-thread (2 each as shown)

Make sure to use provided anti-seize on the all-thread before inserting into the embedded nuts.

Fig. 7

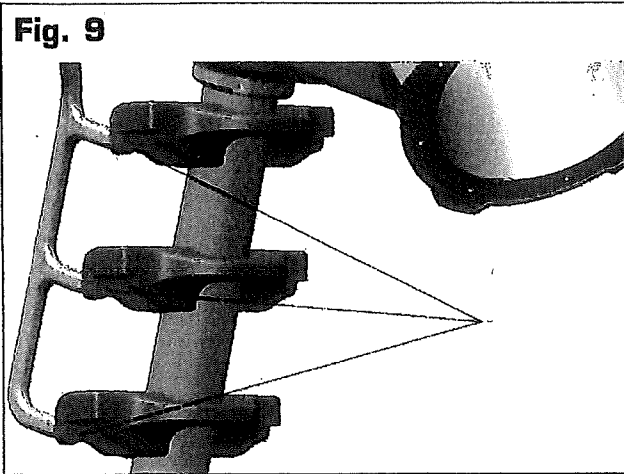
Insert handrail into the top section first as illustrated. Push or pull the handrail apart until the all-threads pass through the 5 holes in the entry section and through the holes drilled in the upper 3 steps.

Fig. 8

These 5 locations on the entry section that receive a flange nut only. (See Fig. 8) Make sure to use the provided anti-seize on the all-threads before attaching the flange nuts. A flat washer is not needed. Hand tighten.

STEP TWO: Attach the Handrails to the Ladder and Entry Section - CONT.

Fig. 9



These three locations require a flat washer, flange nut and rubber cap. (See Fig. 9) Make sure to use the provided anti-seize on the all-threads before attaching the flange nuts. Hand tighten.

NOTE: 1/8" - 1/4" of the all-threads will extend through the flange nut.

STEP THREE: Attach the Foot Pedestals to the Legs

TIP: Both PVC legs have a different hole drill pattern at each end. There is a top/bottom orientation. The offset bolt holes go to the top and bolt to the flumes. (See Fig. 11)

Insert the correct end of the long PVC leg into the foot pedestal, align the holes, utilizing hardware kit ADR-101-SS and anti-seize, place a flat washer over a 3/8" bolt; then push bolt through the pre-drilled holes in the PVC leg and the foot pedestal, then place flat washer then 3/8" nylon nut and **fully tighten now**. Repeat the process for the short PVC leg.

NOTE: Do not remove fish wire. (See Fig. 10)

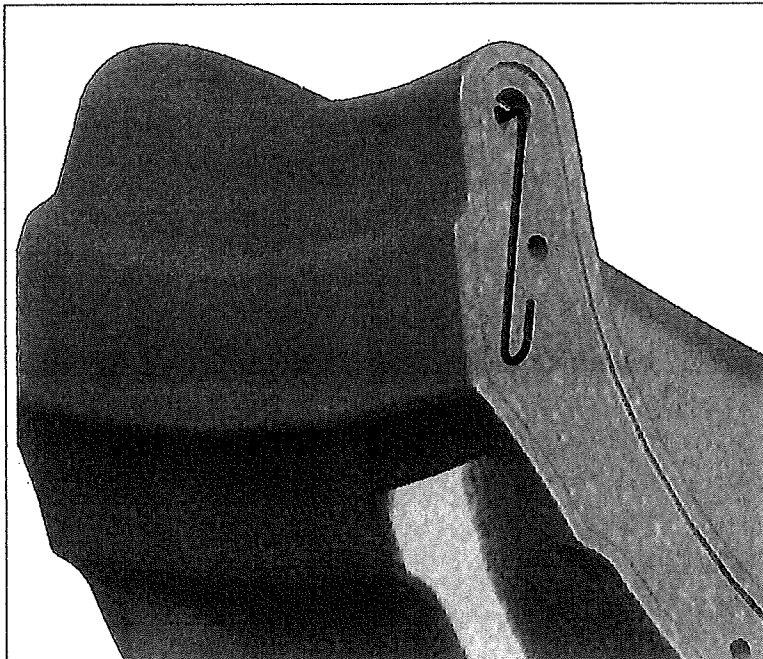


Fig. 10

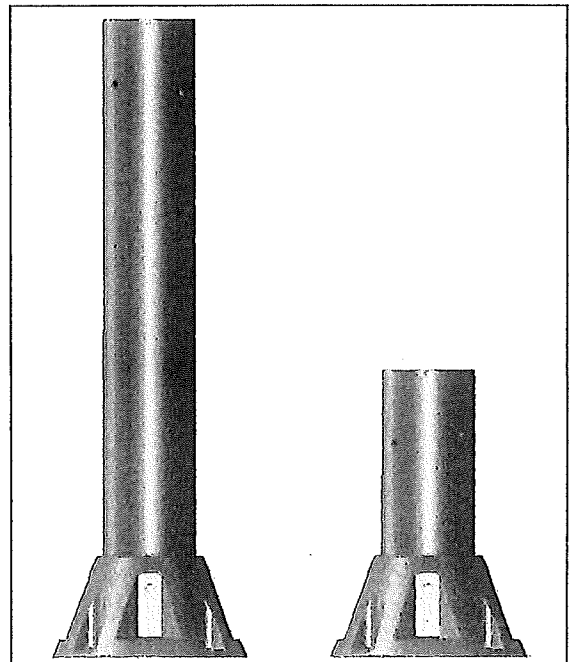


Fig. 11

STEP FOUR: Attach the Legs to the Flume

Insert the top of the long leg into leg receiver of the upper flume, and the top of the short leg into the leg receiver of the lower flume. Align holes, then utilizing hardware kit ADR-103-SS and anti-seize, place a 3/8" flat washer over a 3/8"x9-1/2" bolt, then push bolt completely through the pre-drilled holes in the leg receiver and PVC leg then place a 3/8" flat washer then a lock washer and a nut. Hand tighten only at this time, these will be tightened after the flume is aligned. (See Fig. 12 & Fig. 13)

NOTE: Install the 3/8" x 9-1/2" bolts through the holes from the higher side of the flume, pushing them through toward the exit of the slide.

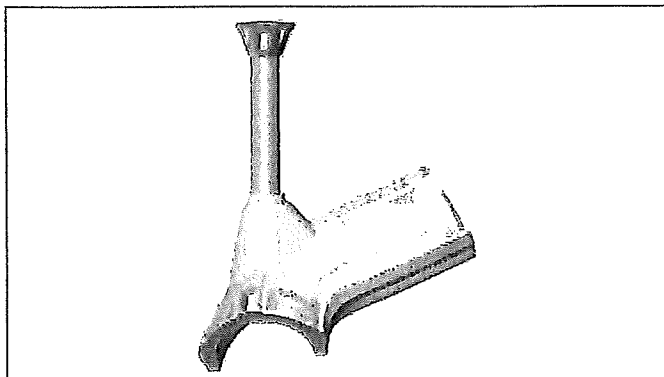


Fig. 12

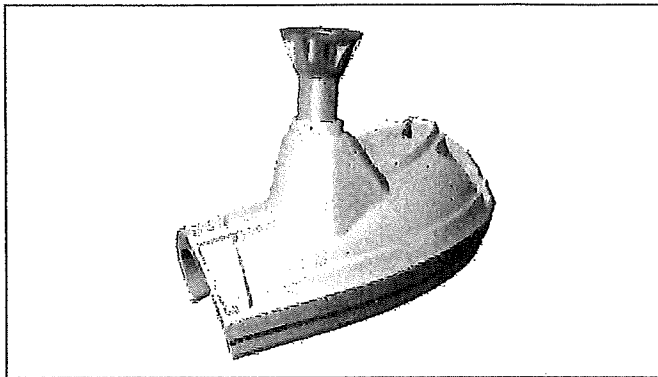


Fig. 13

STEP FIVE: Assemble the Flume Sections

TIP: Hand tighten the flume bolts for now (be sure to apply anti-seize on bolts), they will be fully tightened once the flume is correctly aligned.

TIP: There are 3 factory installed gaskets. Ensure that a gasket is in place on the entry section, the upper flume and the lower flume.

Start the flume assembly by placing the exit section upright on its front pedestal as close as possible to its final position on the pool deck. Next, turn the lower flume upright on its pedestal.

With exit section in its approximate final position, place the lower flume with leg and pedestal about 12" from the exit. Use the hook in the end of the fish wire to connect to the hole in the end of the red cap on vinyl tubing. Bend the end of the wire to close the hook as shown in Figure 14. Gently pull the vinyl tubing through the flume section with the fish wire. Pull all tubing through and be careful not to kink the tubing or get it caught between connection flanges as the parts are bolted together.

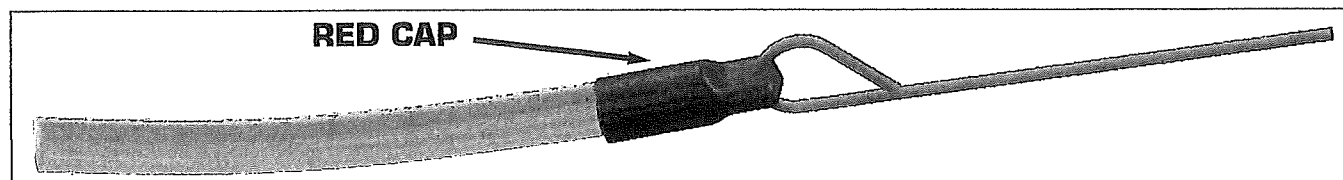
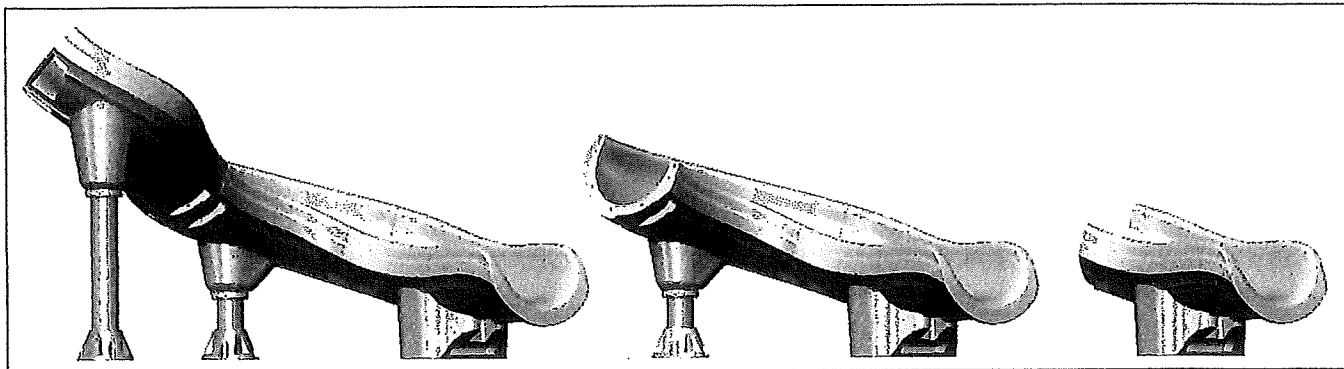


Fig. 14

STEP FIVE: Assemble the Flume Sections - CONT.

Using hardware kit ADR-102-SS and anti-seize, align the 5 flange holes, place flat washer over 3/8" bolt, then push completely through the flange. Place a flat washer, lock washer and nut onto the bolt and just hand tighten at this time.

Next, turn the upper flume upright on its leg and pedestal, repeat the above flange-to-flange bolting process. (See Fig. 15)

**Fig. 15**

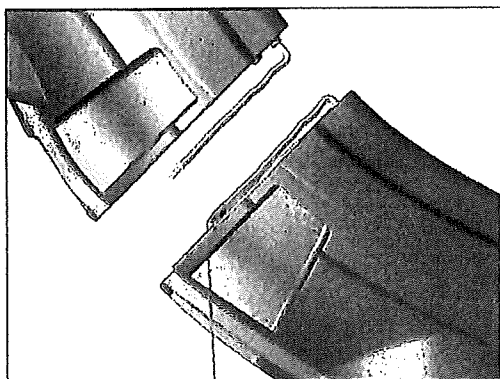
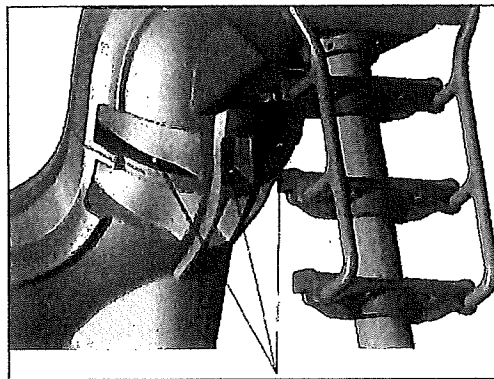
Position the upper flume with leg and pedestal about 12' from the lower flume. Carefully remove the lower flume fish wire from the red cap and attach the upper flume fish wire. Bend the end of the wire shut as in *Figure 14* on page 12.

Gently pull the vinyl tubing through the flume section with the fish wire. Pull all tubing through and be careful not to kink the tubing or get it caught between connection flanges as the parts are bolted together. Leave the fish wire attached to the cap and tubing. This will insure that the tubing is not pulled back into the flume section during positioning of the slide.

STEP SIX: Attach the Entry Section & Ladder to the Flume

Stand and lean the Entry and Ladder Assembly against the Upper Flume.

The entry section has a small length of 3/8" vinyl tubing and a connector which will be used in the final assembly to connect to the vinyl tubing from the exit. (See Fig. 16) Do not connect the 3/8" vinyl tubing at this time. It will be done after the slide is positioned and mounted to the deck. Gently move the vinyl tubing from both sections to the side. Align the flanges and connect with only the bottom 3 bolts with hardware from kit ADR-102-SS and anti-seize. (See Fig. 17) Hand tighten only at this time.

**Fig. 16****Fig. 17**

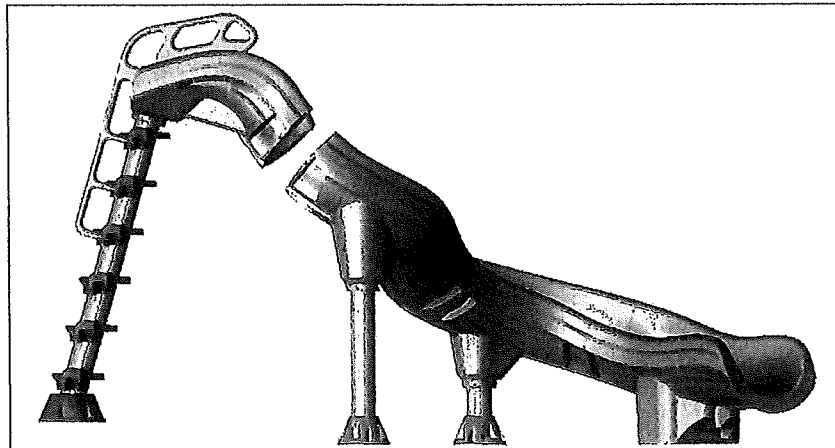


Fig. 18

STEP SEVEN: Position Slide Assembly on Deck

First, set the ladder at 16° using a slope finder as shown in *Figure 19*. Then adjust the ladder level side to side by placing a level against the outside edge of the steps as shown in *Figure 20*.

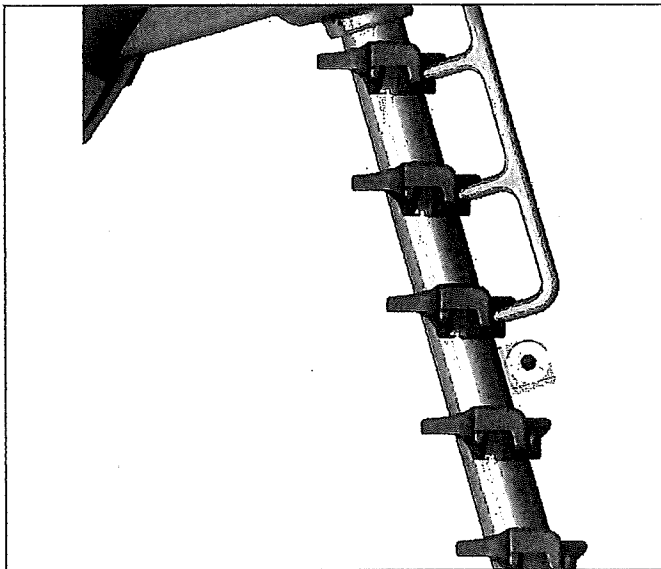


Fig. 19

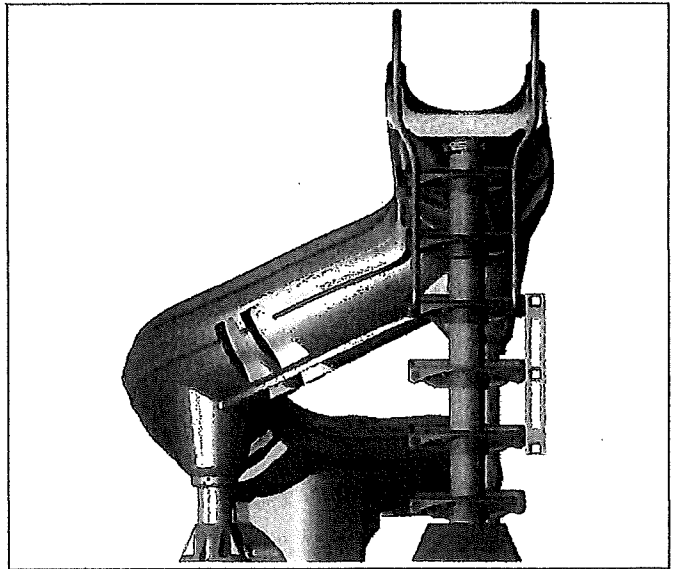


Fig. 20

Level the long and short PVC legs on both axis using a bubble level as shown in *Figure 21*.

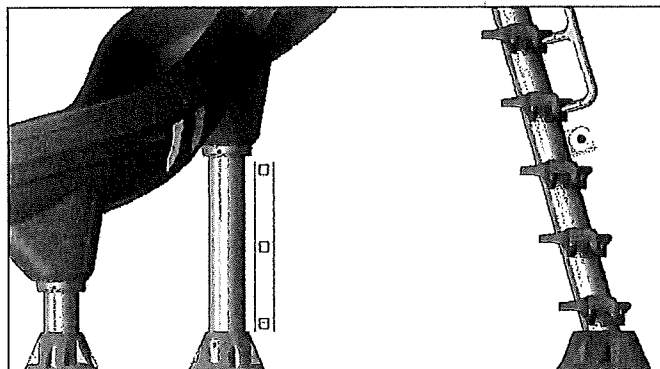


Fig. 21

STEP EIGHT: Anchoring the Slide to the Deck

Ensure that the assembled slide is in its correct and final position on the deck.

Now that the slide is in its correct and final position, the 2 legs are plumb, and the ladder is at 16° slope, use the feet and the front pedestal as a template to carefully mark the locations for all the anchor bolts.

NOTE: Use the short marker provided.

DISASSEMBLY TO MOVE SLIDE

Since it is not possible to drill the anchor bolt holes with the slide in place, and since the slide is very long and heavy, it is best now that the bolt holes are accurately marked, to disassemble the Entry and Ladder from the Upper-Lower Flume and Exit sections. (Shown in Figure 18.) Using 3 persons, gently move the Flumes-Exit assembly to one side allowing sufficient room to drill the anchor bolt holes. Do not leave the parts unassembled or leaning on their side for very long, as they can warp.

Anchor bolts are in hardware kit ADR-104-SS. **NOTE: there are 17 deck anchors (8-3/8" x 2-3/4" and 9-3/8" x 3-1/2"), the 8 shorter anchors are used on the 2 round pedestals, the 9 longer anchors are used for the exit and step pedestal. (See Figure 22)**

Using a 3/8" masonry bit, drill the 17 holes straight at 90° to the deck surface. DO NOT drill completely through the deck.

Place wedge anchors into the holes and properly seat them.

NOTE: Drill 3/8" holes for 2 round pedestals 1-1/2" deep, leaving 1-1/4" above deck. Drill 3/8" holes for exit section and step pedestal 1-3/4" deep, leaving 1-1/4" above deck.

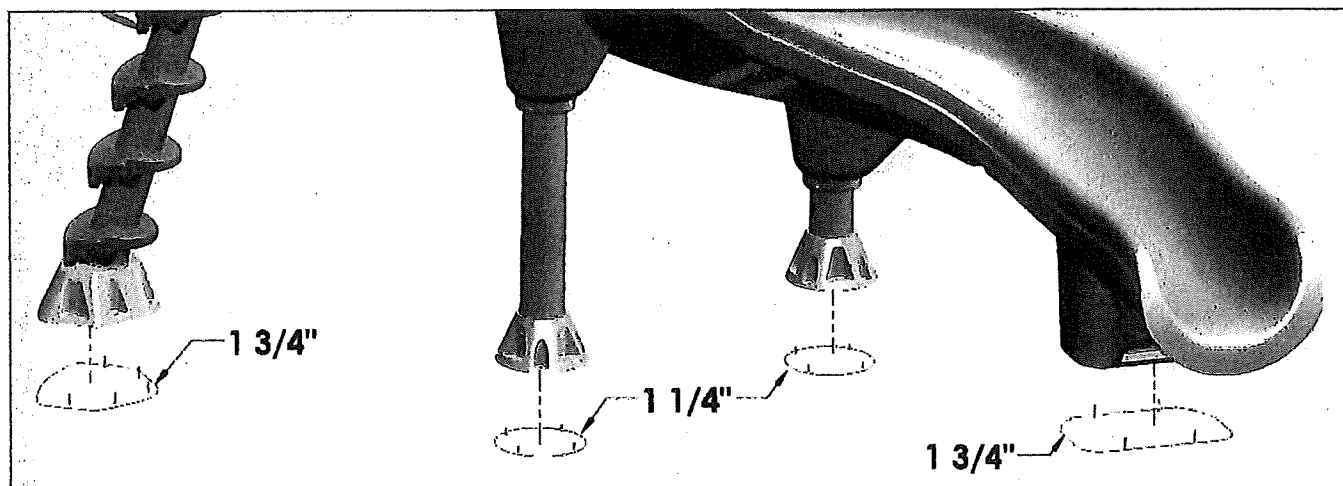


Fig. 22

REPOSITION AND REASSEMBLY OF SLIDE

Now that all 17 holes have been drilled and the deck anchor bolts are in place, reposition the slide onto the deck starting with the upper-lower flume and exit section. Carefully lift and place the upper-lower flume and exit section over the anchor bolts.

STEP EIGHT: Anchoring the Slide to the Deck - CONT.

Position the entry-step assembly about 12" from the upper flume. While holding the vinyl tubing from the exit cut the tubing off about 1" back from the red cap. Holding the tubing will insure that it doesn't fall back into the upper flume section. Connect the tubing to the coupler and push any excess tubing back into the flume section. Be careful not to kink the tubing or get it caught between connection flanges as the parts are bolted together.

Carefully lift and place the Entry and Ladder section over the anchor bolts. Align the 5 flange holes between the entry and the upper flume, and repeat the bolting instructions. **Hand tighten for now.**

Place a 3/8" flat washer (hardware kit ADR-104-SS), a lock washer and a nut over the anchor bolts and carefully tighten the nuts to secure the slide to the deck.

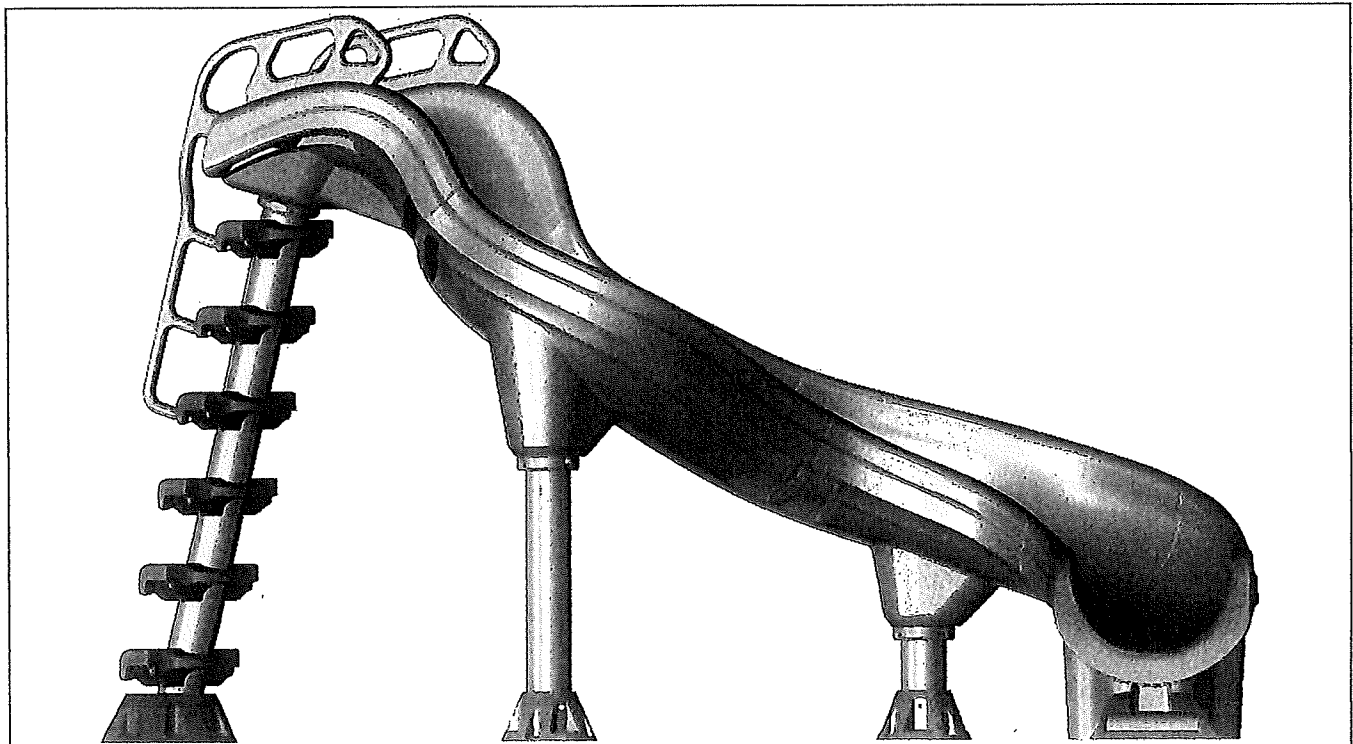
STEP NINE: Alignment of Flume Sections

Gently position the assembled slide into its correct and final position on the pool deck, align the sliding surface by adjusting the flume to flume alignment. (See Fig. 23)

TIP: There is enough tolerance in the flange connections to provide a smooth and even transition of the sliding surface between the flume sections.

TIP: Once the flume sections are bolted together hand tight, then gently push or pull on the flume sections to ensure a smooth, even alignment of the sliding surface.

Starting with the exit section, tighten the two outer bolts in an alternating fashion while maintaining a smooth sliding surface. Repeat this process for the other flanges as you move up the slide. Tighten all flange to flange connection bolts at this time.

**Fig. 23**

STEP TEN: Tighten Leg Receiver Through Bolts

With the slide secured to the deck and flumes aligned and tightened, tighten the six 3/8"x9-1/2" bolts on the PVC leg to both flumes and entry section.

Check the sliding surface one last time and adjust as necessary. At this time, check and re-tighten **ALL SLIDE CONNECTIONS**.

STEP ELEVEN: Connect the Water Supply System

Connect the bottom 1" PVC Flex Pipe to the customer installed water stub-up, as necessary. It is recommended that the provided in-line valve be installed between the slide and the water source so that the water flow can be adjusted as necessary.

STEP TWELVE: Finishing Steps

- Install protective caps on all exposed bolts.
- Turn water supply on and check water flow.
- Clean Slide and dispose of all debris caused by the installation.

NOTE: *It is recommended that after several days of use, all visible bolted connections be re-tightened as needed.*

FINAL INSPECTION / ANNUAL INSPECTION CHECK LIST:

1. Re-measure the depth and width of the water in front of the slide as well as the slide's exit height above water to ensure they conform to Diagrams A, B, and C on page 4.
2. Check the slide's position on the deck and ensure it conforms to the diagrams on pages 5-6.
3. Ensure the slide is securely anchored to the deck and stable.
4. Inspect the runway for visible cracks or tears.
5. Inspect the runway and ensure a smooth, even sliding surface. Ensure the gaskets between the flanges are compressed uniformly.
6. Inspect the runway for any water leaks and adjust water flow for even water distribution across sliding surface. Ensure water does not splash outside the runway, and all water running off the slide falls into the pool.
7. Inspect the slide for any loose or corroded fasteners.
8. Ensure there is a protective rubber cap on all exposed nuts and bolts.
9. Inspect all step-attachment points and ensure the steps are seated on the nylon support rods correctly.
10. Inspect the ladder handrails for rigidity and attachment. Can they be pulled out of their sockets?
11. Inspect the slide for sharp edges or protrusions on the ladder, deck flanges, handrails or runway.
12. Make sure the slide warning label is securely adhered to the slide.

NOTE: *this installation is not complete until you, the installer, gives the owner's manual to the customer and then reviews the intended use instructions with them.*

ADRENALINE™ SLIDE CARE & MAINTENANCE:

Your slide requires periodic maintenance to keep it looking like new.

- Wash monthly or more frequently, if needed. Be careful to keep cleaning material from entering the pool.
- Wash with a mild soap such as hand dishwashing soap, avoid using strong cleaners or abrasives. Avoid strong alkaline (such as tri-sodium phosphate) or highly acidic cleaners. Avoid bleach and ammonia.

* **These suggestions and data based on information believed to be reliable, from our raw materials manufacturers. They are offered in good faith, but without guarantee, as conditions and methods of use and procedures are beyond our control.**

PAVER KIT INFO – ADRENALINE

When installing an Inter-Fab Adrenaline™ slide using a paver kit, you must ensure that all standard installation requirements are met. The slide must be compatible with the type of pool on the intended installation and all ANSI/NSPI-4 2007 requirements must be met. Refer to installation manual.

Figure 24 illustrates an example of the minimum concrete pads recommended for the Adrenaline™ slide. Specific slide positions and concrete pad orientations may vary. Make sure to allow for water stub up location near the ladder foot on the Adrenaline™ slide when pouring the concrete pad for the ladder foot. In order to ensure proper placement, you will need to set the slide up first to determine where the concrete pillars will be located.

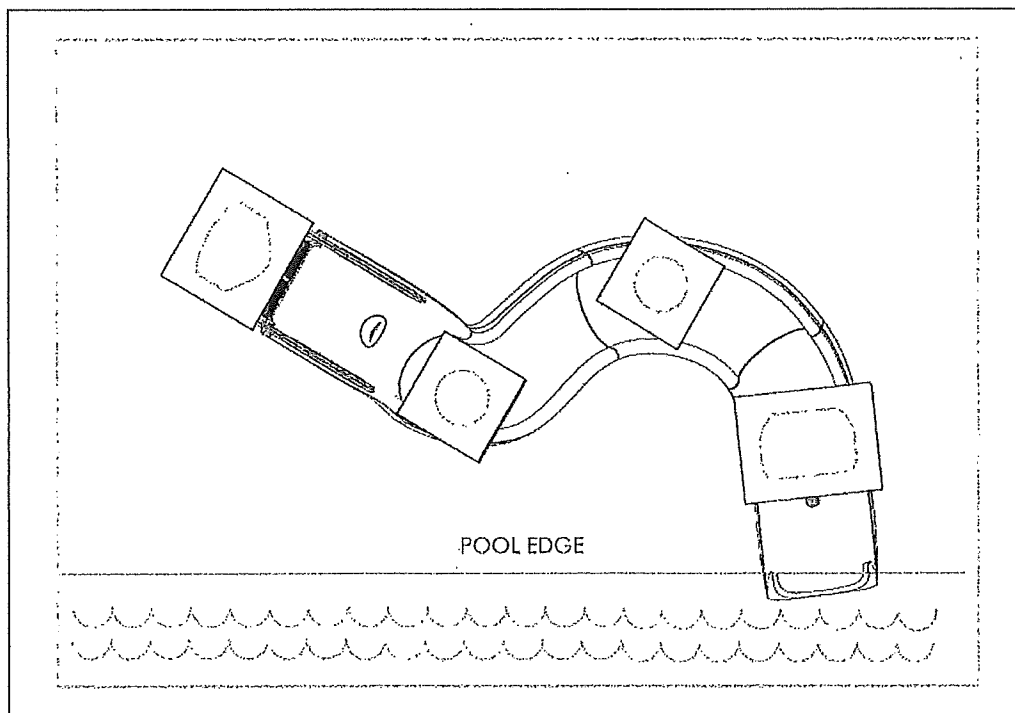


Fig. 24

PAVER KIT INFO – ADRENALINE - CONT.

Figures 25, 26 and 27 show an example side view of a slide round pedestal, step pedestal and exit section and a wedge anchor used in a paver installation. Pavers can be a maximum of 3" thick. Pavers must be mechanically attached to the concrete pad using a setting material (such as mortar or thinset for example) that is no thicker than 3/8".

1-1/4" of each 3/8" wedge anchor needs to be exposed above the final deck surface for the round pedestal and 1-3/4" for the step pedestal and exit section. (See Figures 25, 26 and 27.) You will need to factor in the thickness of your paver (3" MAX.) and the thickness of your setting material (3/8" MAX.) for your individual installation.

You will need a 3/8" masonry bit for the Adrenaline™ slide.

Inter-Fab Inc. will not be responsible for damage to pavers caused by drilling or mechanically attaching to concrete pad. Refer to paver manufacturer's specific installation instructions before beginning.

NOTE: All Adrenaline™ wedge anchors (17 ea.) are 3/8" x 7".

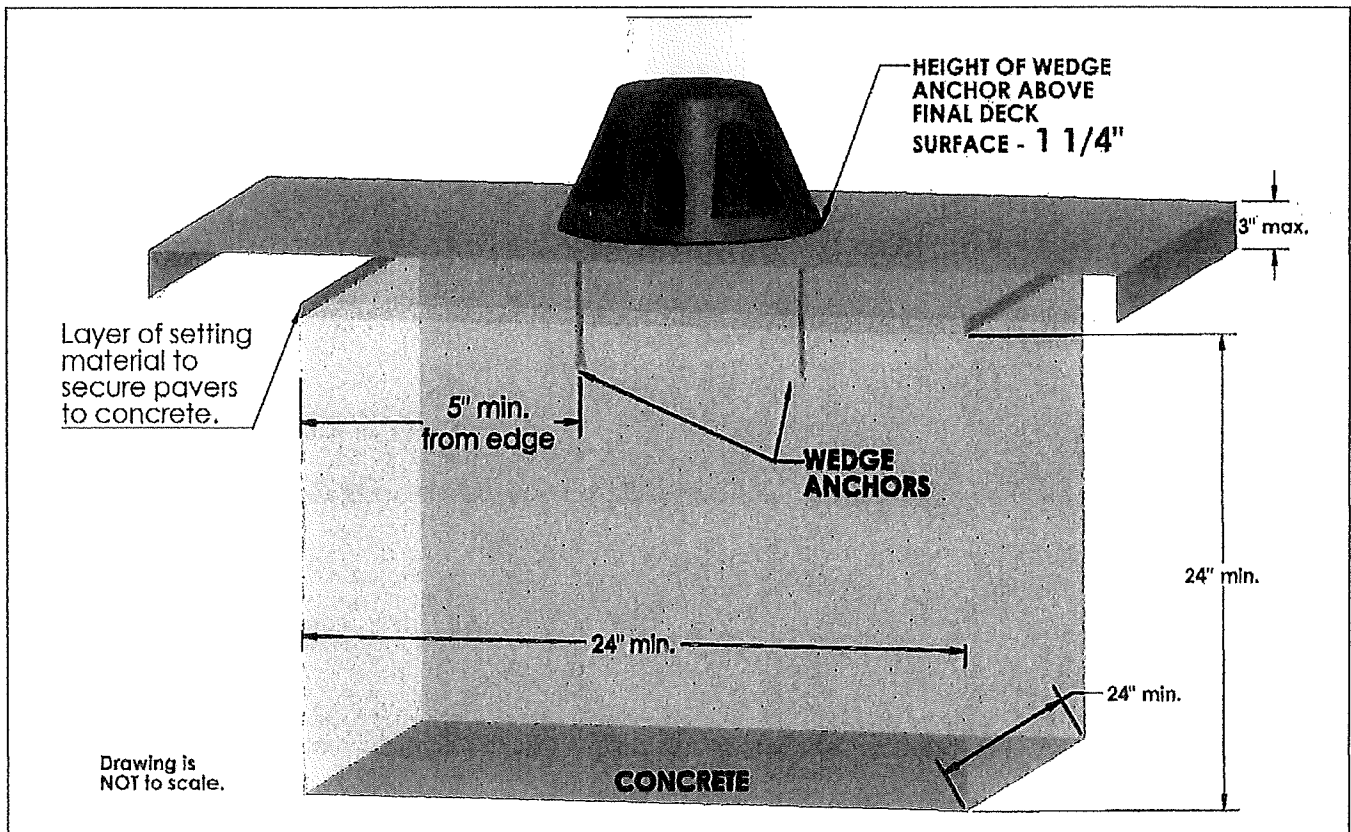


Fig. 25 – Example of Round Pedestal on Concrete Pad (side view)

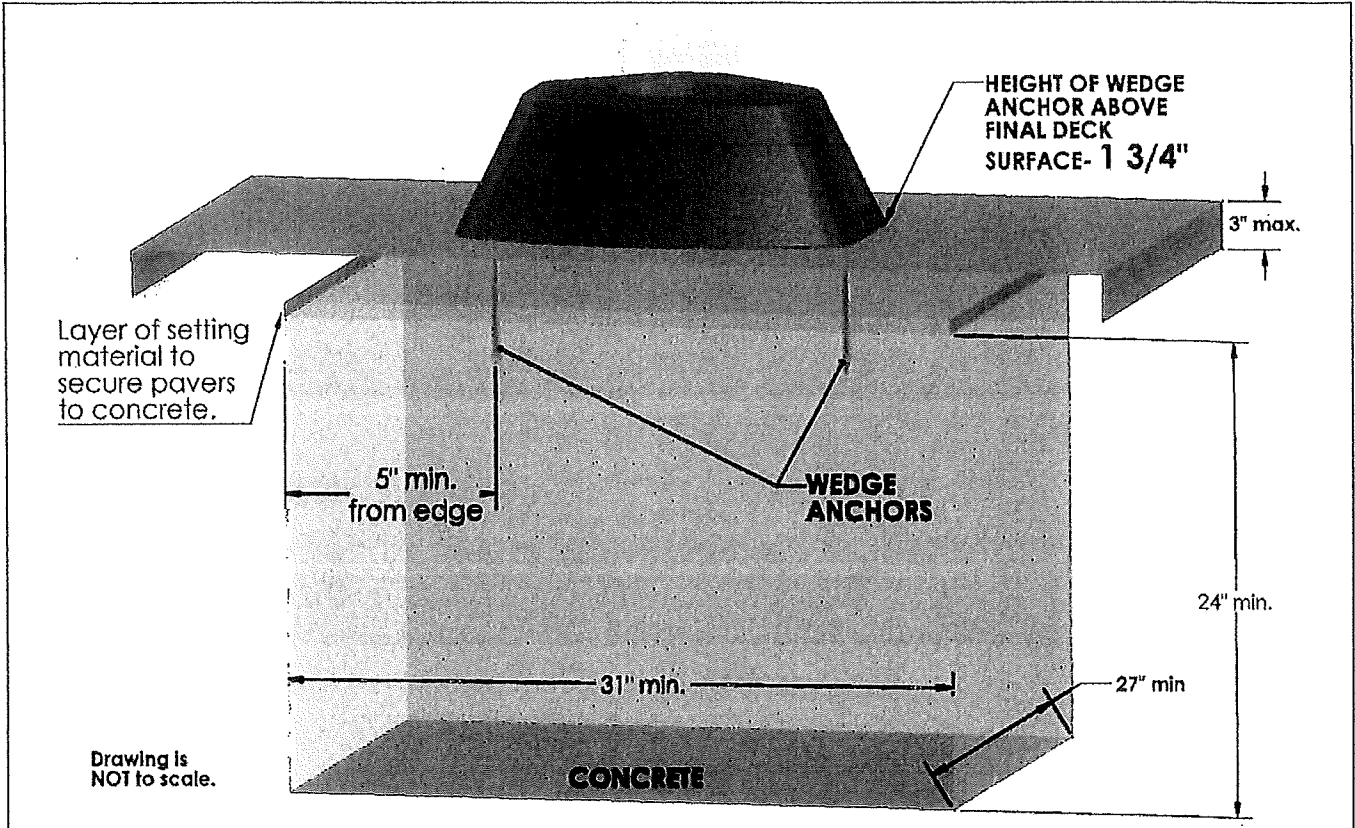


Fig. 26 - Example of Step Pedestal on Concrete Pad (side view)

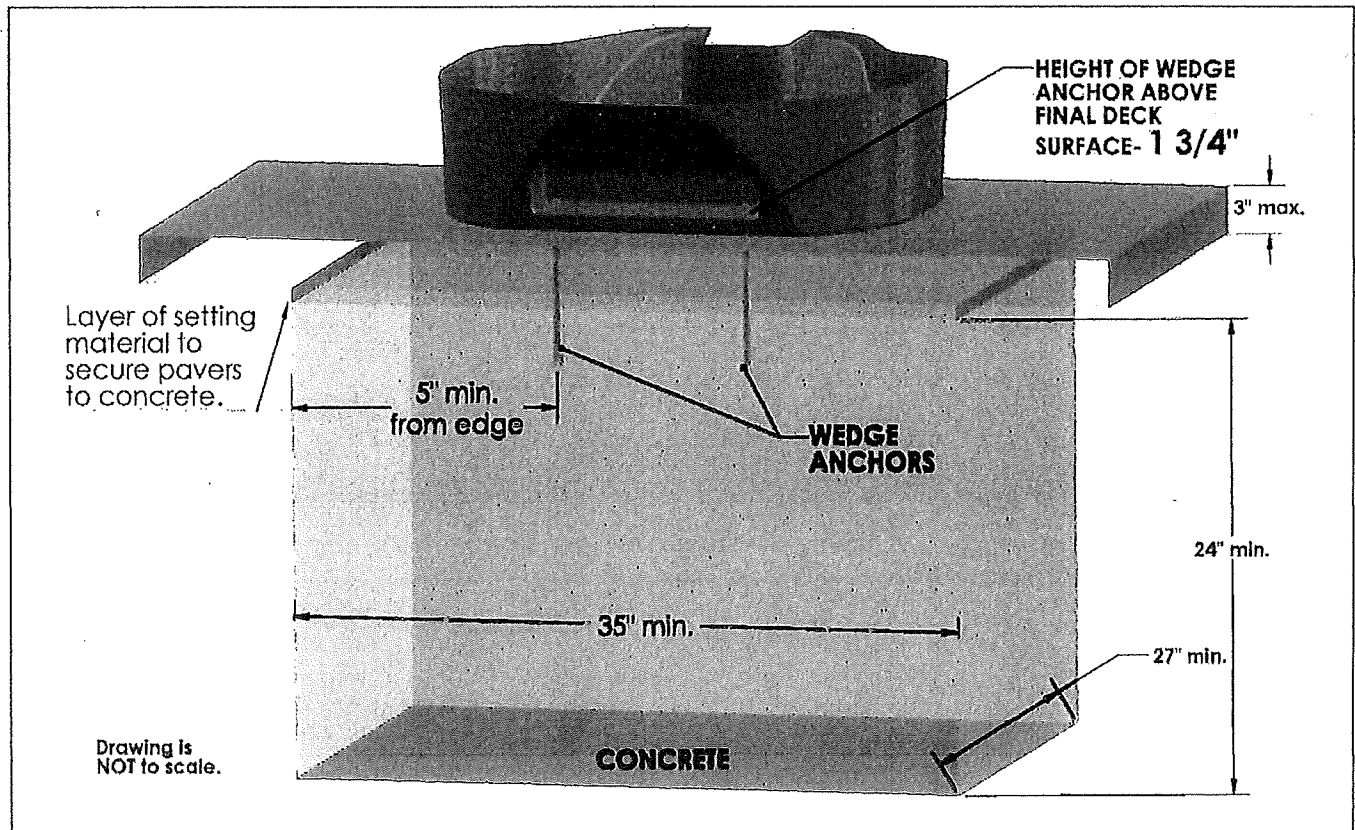
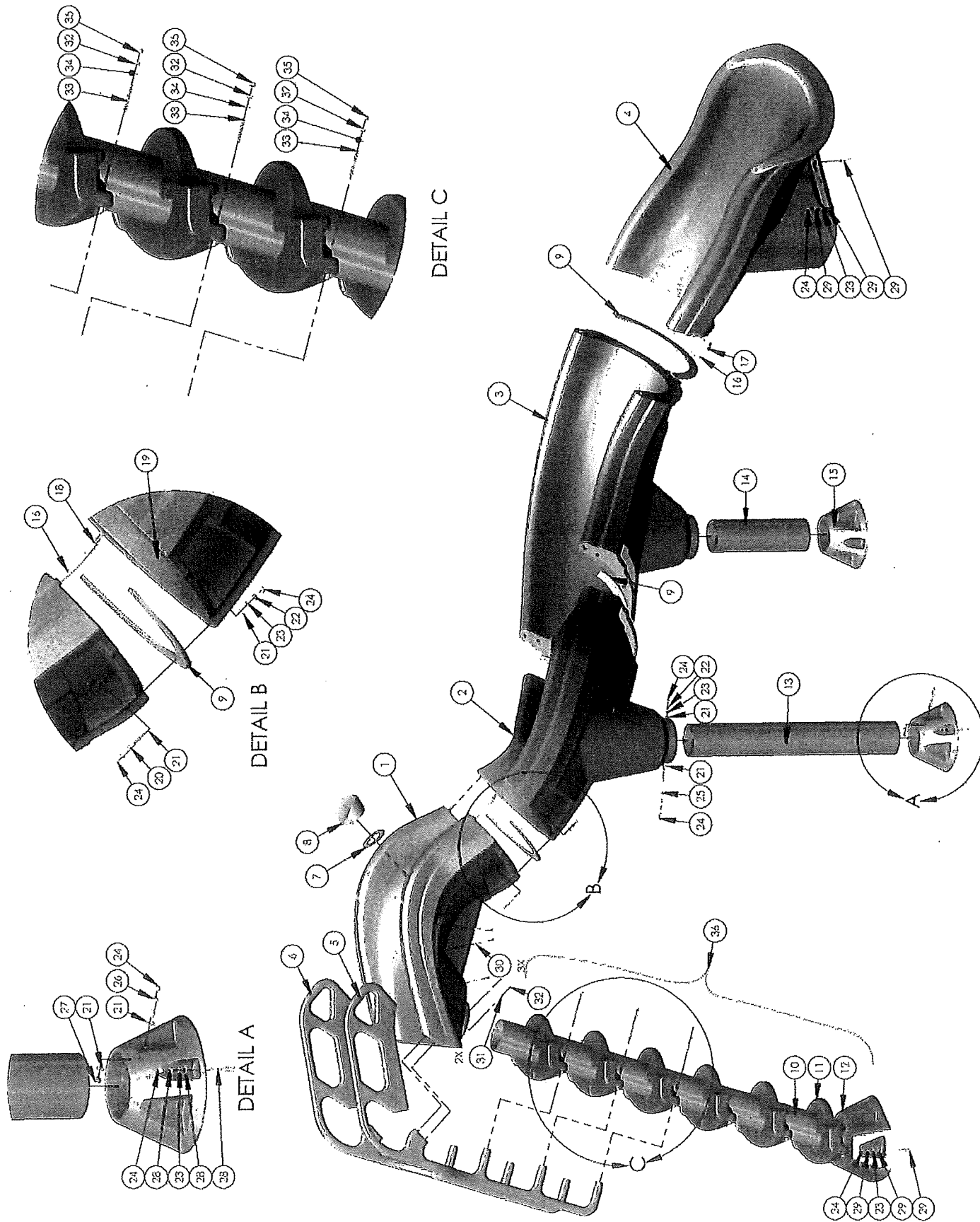


Fig. 27 - Example of Exit Section on Concrete Pad (side view)

ADRENALINE™ SLIDE (ADR1-CR SHOWN):



INSTALLATION MANUAL

ADRENALINE™ SLIDE

ADRENALINE™ SLIDE (ADR1-CR SHOWN):

ALL CHART INFORMATION BELOW CORRESPONDS WITH THE DRAWING ON THE PREVIOUS PAGE.



DRAWING REPRESENTS THE FOLLOWING PART NUMBERS:

ADR1-CR & ADR1-CL

ITEM #	COMPONENT	DESCRIPTION	HARDWARE KITS/PARTS KITS – QTY. COUNTS							
			ADR1-CR	ADR1-CL	AS-101-SS	AS-102-SS	AS-103-SS	AS-104-SS	AS-105-SS	
1	ADR-R (L) ENTRY	ADRENALINE RIGHT (LEFT) ENTRY	1	1						
2	ADR-R (L) UPPER FLU	ADRENALINE RIGHT (LEFT) UPPER FLUME	1	1						
3	ADR-R (L) LOWER FLU	ADRENALINE RIGHT (LEFT) LOWER FLUME	1	1						
4	ADR-R (L) EXIT	ADRENALINE RIGHT (LEFT) EXIT	1	1						
5	ADR-R HANDRAIL	ADRENALINE RIGHT HANDRAIL	1	1						
6	ADR-L HANDRAIL	ADRENALINE LEFT HANDRAIL	1	1						
7	ADR-WATER GSKT	WATER OUTLET GASKET (FACTORY INSTALLED)	1	1						
8	ADR-WATER OUTLE	WATER OUTLET (FACTORY INSTALLED)	1	1						
9	ADR-GASKET	3/8" "U" SHAPED FLANGE GASKET	3	3						
10	H-6 X 80.375	6" X 80.375" GRAY PVC PIPE (STEP TUBE)	1	1						
11	XS-STEP	BLOW MOLDED GRAY STEP	6	6						
12	PEDESTAL	STEP TUBE FOOT PEDESTAL GRAY	1	1						
13	H-6 X 43.750	6" X 43.750" GRAY PVC PIPE	1	1						
14	H-6 X 19.750	6" X 19.750" GRAY PVC PIPE	1	1						
15	XS-FOOT PEDESTA	STRAIGHT FOOT PEDESTAL	2	2						
16	ADR-3/8X1/2 TUB	3/8" X 1/2" CLEAR VINYL TUBING	12 FT	12 FT						
17	ADR-RED CAP	RED VINYL CAP	1	1						
18	ADR-3/8 HOSE	3/8" HOSE CONNECTOR	1	1						
19	ADR-16 GA WIRE	16 GA FISH WIRE	10 FT	10 FT						
20	H-SS 3/8X3 TAP	3/8" X 3" HEX HEAD TAP BOLT S.S.					15			
21	H-SS 3/8 FLT WA	3/8" X 1" FLAT WASHER S.S.			16	30	12			
22	H-SS 3/8 F NUT	3/8" FINISH NUT S.S.				15	6			
23	H-SS 3/8 LOC WA	3/8" LOCK WASHER S.S.				15	6	17		
24	H-.562X.390 CAP	GRAY VINYL PROTECTIVE CAP			8	30	12	17		
25	H-SS 3/8 X 9-1/2	3/8" X 9 1/2" HEX HEAD BOLT S.S.					6			
26	H-SS 3/8-16X2HH	3/8" X 2" HEX HEAD BOLT S.S.			8					
27	H-SS 3/8 NYLON	3/8" NYLON INSERT NUT S.S.			8					
28	H-SS 3/8 WEDGE	3/8" X 2 3/4" WEDGE ANCHOR W/NUT AND FLAT WASHER S.S.						8		
29	H-SS 3/8X3-1/2 W	3/8" X 3 1/2" WEDGE ANCHOR W/NUT AND FLAT WASHER S.S.						9		
30	H-SS 5/16X4 AT	5/16" X 4" ALL-THREAD STUD S.S.								6
31	H-SS 5/16X5 AT	5/16" X 5" ALL-THREAD STUD S.S.								4
32	H-SS 5/16 SER	5/16" FLANGE NUT S.S.								16
33	H-SS 5/16X2-1/2	5/16" X 2 1/2" ALL-THREAD STUD S.S.								6
34	H-SS 5/16 F WAS	5/16" FLAT WASHER S.S.								6
35	H-.463X.310 CAP	GRAY VINYL PROTECTIVE CAP								6
36	H-1 BALL VALVE	1" BALL VALVE SLIP GRAY (NOT SHOWN)	1*	1*						
37	H-NYLON ROD	NATURAL NYLON 101 .375" DIA. (NOT SHOWN)	6*	6*						
38	H-1 SPA HOSE	1" GRAY SPA HOSE FLEX (NOT SHOWN)	12*	12*						
39	H-ANTI-SEIZE	ANTI SEIZE PACKET (NOT SHOWN)	1*	1*						
40		ADRENALINE STEP/PEDESTAL ASSEMBLY	1	1						

* not pictured

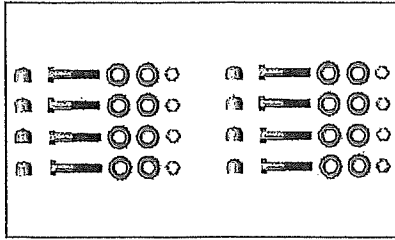
NOTES:

Adrenaline slide only comes in Summit Gray

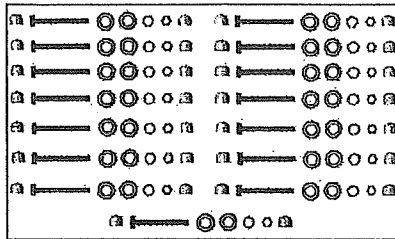
Adrenaline slide is available in a right or left turn configuration

HARDWARE NOTE: Use a small dab of anti seize (included) on all bolt threads.

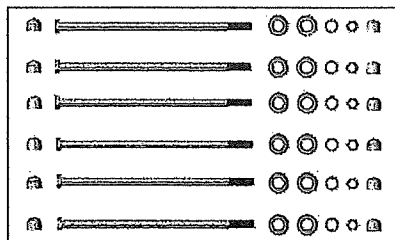
ADRENALINE™ SLIDE HARDWARE KITS (NOT TO SCALE)



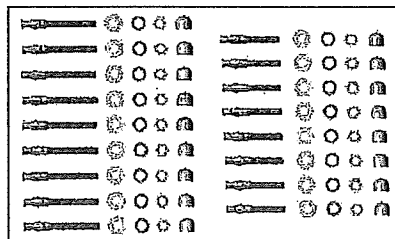
AS-101-SS - PVC LEG TO FOOT PEDESTAL		
QTY	PART NUMBER	COMPONENT DESCRIPTION
8	H-SS 3/8-16X2HH	3/8" x 2" hex head bolt s.s.
8	H-SS 3/8 NYLON	3/8" nylon insert nut s.s.
16	H-SS 3/8 FLT WA	3/8" x 1" flat washer s.s.
8	H-.562 X .390 CAP	gray protective cap



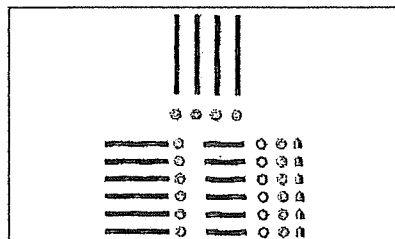
AS-102-SS - FLUME TO FLUME HARDWARE		
QTY	PART NUMBER	COMPONENT DESCRIPTION
15	H-SS 3/8X3 TAP	3/8" x 3" hex head tap bolt s.s.
15	H-SS 3/8 F NUT	3/8" finish nut s.s.
30	H-SS 3/8 FLT WA	3/8" x 1" flat washer s.s.
15	H-SS 3/8 LOC WA	3/8" lock washer s.s.
30	H-.562 X .390 CAP	gray protective cap



AS-103-SS - PVC LEG TO FLUME		
QTY	PART NUMBER	COMPONENT DESCRIPTION
6	H-SS 3/8X9-1/2	3/8" x 9-1/2" hex head bolt s.s.
6	H-SS 3/8 F NUT	3/8" finish nut s.s.
12	H-SS 3/8 FLT WA	3/8" x 1" flat washer s.s.
6	H-SS 3/8 LOC WA	3/8" lock washer s.s.
12	H-.562 X .390 CAP	gray protective cap



AS-104-SS - FOOT PEDESTAL TO DECK		
QTY	PART NUMBER	COMPONENT DESCRIPTION
8	H-SS 3/8 WEDGE	3/8" x 2-3/4" wedge anchor w/nut & flat washer s.s.
9	H-SS 3/8X3-1/2 W	3/8" x 3-1/2" carriage bolt s.s.
17	H-SS 3/8 LOC WA	3/8" lock washer s.s.
17	H-.562 X .390 CAP	gray protective cap



AS-105-SS - HANDRAIL TO ENTRY & STEPS		
QTY	PART NUMBER	COMPONENT DESCRIPTION
6	H-SS 5/16X2-1/2	5/16" x 2-1/2" all-thread stud s.s.
6	H-SS 5/16X4 AT	5/16" x 4" all-thread stud s.s.
4	H-SS 5/16X5 AT	5/16" x 5" all-thread stud s.s.
16	H-SS 5/16 SER	5/16" serrated flange nut s.s.
4	H-SS 5/16 F WAS	5/16" flat washer s.s.
4	H-.463X.310 CAP	gray protective cap

WATER CAP HARDWARE (PRE-ASSEMBLED WITH ENTRY SECTION)		
QTY	PART NUMBER	COMPONENT DESCRIPTION
4	H-SS 1/4x20BOLT	1/4" x 1-1/2" hex head bolt s.s.
4	H-SS 1/4 FLAT W	1/4" flat washer s.s.
1	ADR-WATER G-SKT	1/16" x 4 hole neoprene gasket

LIMITED WARRANTY

Inter-Fab, Inc. will repair or replace, at its option, any product manufactured by Inter-Fab, Inc. that fails during the applicable warranty period because of a manufacturing or material defect; provided that the defect is not the result of improper installation, improper use or care, negligence, alterations or modifications to the product, or natural accidents (acts of God). The applicable warranty period for products manufactured by Inter-Fab, Inc. is three (3) years from the date of retail purchase, except as specified below:

Echoes of Nature™ products are individually handcrafted and painted by skilled artisans and as a result, dimensional differences and color variations are normal and are not a basis for warranty coverage. The warranty period for pumps sold with the Echoes of Nature™ products is three (3) years from the date of retail purchase.

Water Sports™ sports equipment warranty periods are as follows: Volleyball Poles, Basketball Poles, Basketball Rim, and Basketball Backboard are one (1) year from date of retail purchase. Volleyball, Volleyball Net, Basketball, Basketball Net, and pumps are warranted for ninety (90) days from date of retail purchase.

The Board Fall, Board Fall-L (LED), and Board Fall-F (fiber optic) water features, used for the **Jump & Splash™**, **T7™** and **aquaBoard™** products, have a warranty period of one (1) year from the date of retail purchase.

Zoomerang™ slide products warranty period is one (1) year from the date of retail purchase.

Build Your Own Slide™ (BYOS™) and **Build Your Own Slide 2™** (BYOS 2™) and **Pool/Spa Table™** and **Pool/Spa Seat™** warranty periods are one (1) year from the date of retail purchase.

City 2™ Slide and **City Base™** products warranty period are one (1) year from the date of retail purchase.

Unless expressly stated otherwise all products manufactured by Inter-Fab are for **residential installation (single family residence)** inground pool use only. Inter-Fab, Inc. expressly disclaims any and all warranties and liability arising from the installation or use of its residential products for any non-residential use such as semi-public, public, or commercial applications. Products expressly manufactured for commercial installation and use will be subject to this limited warranty.

This limited warranty is in lieu of all other warranties, whether express or implied. Inter-Fab, Inc. disclaims any warranty of merchantability or fitness for a particular use, and noninfringement in relation to any of its products and Inter-Fab, Inc. is not liable for consequential, incidental or specific damages. This warranty is limited to the repair or replacement of the manufacturing or material defect, or refund of the original purchase price, whichever is less, at the sole option of Inter-Fab, Inc., and expressly does not cover any labor or reinstallation expenses related to the replacement of any and all Inter-Fab products. This limited warranty shall be the sole and exclusive remedy of irrespective of whether the claims are made in contract, tort, warranty, law, equity or by statute.

This warranty is to the original purchaser of the product only. Inter-Fab's limited warranty is neither transferable nor portable from consumer to consumer. The effective coverage date begins at the date of retail purchase. Product owner or representative must notify Inter-Fab, Inc. (or its wholesale agent) in writing, giving a full description of the nature of the product defect or failure along with proof of purchase, serial number(s) of the product and photos within thirty (30) days of the expiration of the applicable warranty period. Inter-Fab, Inc. reserves the right to physically inspect damaged or defective products or components to determine the cause of the damage or defect, prior to authorizing repair or replacement of its products.



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