



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

**City Council Agenda**  
**April 16, 2024**  
**5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC COMMENT PERIOD

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

CONSENT AGENDA:

- Minutes from the Previous meeting: Pages 2 – 3
- Appropriations:
- Cabin Transfers: D-29, H-10, A-4 Pages 4 - 44
- Application for Club Liquor License: Headliners by June Cleaver Pages 45 - 48

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

OLD BUSINESS:

- Brian Foster - Water/Sewer Funding: Pages 49 - 50

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

- City Hall Deck Replacement: Quote Adams Lumber Pages 51 - 52

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

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

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

NEW BUSINESS:

- Special/Community Events Application: Washunga Days Pages 53 - 54

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

- Sales Tax Grant Committee Recommendations: Page 55
  - Friends of Kaw Heritage, Inc: Pages 56 - 57
  - Friends of Kaw Heritage, Inc: Pages 58 - 59
  - Community Arts Council: Pages 60 - 66
  - Council Grove Area Trade & Tourism Association: Pages 67 - 71
  - Washunga Days: Pages 72 - 79
  - Morris County Historical Society: Page 80

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

- Mill N Overlay: Shilling Construction Page 81
  - Wood Street
  - Mission Street

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

- Executive Session Attorney Client Privilege – City Lake – Pat Riordan

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

Governing Body Comments:

Adjournment:

City Council Meeting Minutes  
April 2, 2024

**WELCOME AND CALL TO ORDER**

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Mark Berner, Denise Hartman, Sean Honer, and Nathan Adams also present were the City Administrator Nick Jones and City Attorney Brian Henderson and Molly Priest, Others attending were Jan Sciacca, Josh Sciacca, Jim Crosby, Pastor Billy Kryger, Deidra Knight, Lindsay Gant, Bryan Zeigler, Mary Yoder, Ryan McDonald.

**PLEDGE OF ALLEGIANCE**

**INVOCATION:**

Pastor Billy Kryger

**PUBLIC COMMENT PERIOD**

N/A

**CONSENT AGENDA**

Councilperson Jason Booker made a motion to approve the Consent Agenda as presented in the packet. Councilperson Mark Berner seconded the motion. Motion Carried 4 – 0 Councilperson Hartman was not present. The consent agenda consisted of:

- March 19, 2024, Minutes
- March 19, 2024, to Current Appropriations.

**OLD BUSINESS**

- **Update: Mill N Overlay – 4<sup>th</sup> Street to East City Limits**  
City Administrator Nick Jones informed the Council that Shilling Construction will start the Mill N Overlay starting at 4<sup>th</sup> Street headed east to the city limits and then turning around and heading west back to 4<sup>th</sup> street. Shilling anticipates being done by May 1 with mill n overlay and striping work.
- **Update: Water/Sewer Funding**  
City Administrator Nick Jones informed the Council that Brian Foster with BG Consultants had meant with Utilities Superintendent Derrick Craige in order to come up with a large project total of 3.3 to 3.5 million. Administrator Jones also said the deadline to apply for funding is May 15. Administrator Jones said he will contact Brian Foster and invite him to the next Council meeting to go over the project.

**NEW BUSINESS**

- **Special/Community Events Application: Time Stands Still Event**  
Deidre Knight representing Riverbank Brewery spoke to the Council regarding their application for a special event at the Riverwalk Amphitheater. Mrs. Knight said the event is “Time Stands Still” and is scheduled for August 10<sup>th</sup> and will have Country music act Wyatt Flores performing. Mrs. Knight also said there would be a food vendor with several different types of food, and that there will be a crew to perform clean up at the end of the event. After discussion Councilperson Jason Booker made a motion to approve the application request. The motion was seconded by Councilperson Sean Honer. Motion carried 4 – 0. Councilperson Hartman was not present.
- **City Hall Deck Replacement:**  
City Administrator Nick Jones said the deck on City Hall is in need of replacement as the deck is in bad shape. Administrator Jones estimated that it would cost between \$8,000 - \$10,000 to replace the deck. Administrator Jones said composite decking he recommends replacing the deck with. Administrator Jones said he has spoken with Adams Lumber, and they are getting a bid put together. Councilperson Jason Booker asked about another local contractor and if we had reached out to him. Administrator Jones said he would.
- **City Hall Computer Software Upgrade: Discussion**  
City Administrator Nick Jones said he had meant with GWorks, who the city’s software provider, and went through a demo of their new software. Administrator Jones said that the software has not been updated sense 2017 when he started. The new software would improve the efficiency of City Hall and add software for the City Inspector position. This will also allow for Utility billing to be emailed to the customers instead of sending paper copies saving on postage and time. Administrators Jones said cost of the new software is



# Application for Cabin Site Transfer

## COUNCIL GROVE CITY LAKE

Site Number: D-29 Date: April 10, 2024  
Name of Transferee: Linda M Cosgrove and John D Cosgrove, Trustees of the Linda M Cosgrove Trust  
dated April 23, 2023

Address: 991 S. 875 Rd.

City: Council Grove State KS Zip Code 66846

Telephone Number: (785) 466-6301

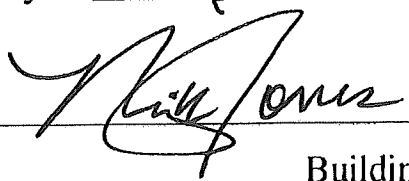
Name of Transferor: William R Fraley & Darla S Fraley

=====  
OFFICE USE ONLY BELOW THIS LINE  
=====

Septic tank checked: 04/09/2024

The above application is approved:

this 9th day of April, 2024

Signed   
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 Linda M Cosgrove and John D Cosgrove, Trustees of the Linda M Cosgrove Trust dated April 23, 2023 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 - 29 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, lake home, shed, 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 March 20 24 .

*William R Fraley*  
*Darla S Fraley*

\_\_\_\_\_  
\_\_\_\_\_

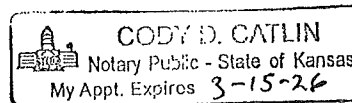
STATE OF Kansas , Morris COUNTY, ss.

BE IT REMEMBERED, That on this 30th day of March , 20 24 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William R Fraley and Darla S Fraley 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



*Cody D. 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 27<sup>th</sup> day of March 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Linda M Cosgrove and John D Cosgrove, Trustees of the Linda M Cosgrove Trust dated April 23, 2023 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 - 29, 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

X Primary Lessee:

Linda M Cosgrove Trust  
Linda M Cosgrove  
\_\_\_\_\_

21. **GENERAL TERMS:**

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

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

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

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

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

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

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

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

CITY OF COUNCIL GROVE, KANSAS

\_\_\_\_\_  
By:  
Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

LESSEE:

x Linda M Cosgrove Trust  
Primary Leaseholder

Linda M Cosgrove  
Lessee

[Signature]  
Lessee

Address to which Primary Leaseholder authorizes Notices:

991 S 875 Rd.

Council Grove, KS 66846

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

1041 Gentle Breezes Ln.

Council Grove, KS 66846

**Application for Cabin Site Transfer** <sup>P17</sup>

**COUNCIL GROVE CITY LAKE**

Site Number: 152 WATER SIDE CIRCLE  
H10 Date: 3/23, 2023

Name of Transferee: JEFFREY A. WRIGHT

Address: 70 A WILLOW BROOK ST.

City: HUTCHINSON State KS Zip Code 67502

Telephone Number: 620-708-0909

Name of Transferor: Don Stegans  
[Signature]

=====  
OFFICE USE ONLY BELOW THIS LINE  
=====

Septic tank checked: 3/27/24

The above application is approved:

this 27<sup>th</sup> day of MARCH, 2024

Signed [Signature]  
Building Inspector





## BILL OF SALE

DONALD W STEARNS, TRUSTEE OF THE DONALD W STEARNS TRUST, HEREBY AGREES TO SELL TO JEFFREY D, WRIGHT, TRUSTEE OF THE JEFFREY D. WRIGHT LIVING TRUST, THE REAL ESTATE, INCLUDING HOUSE, GARAGES, BOAT HOUSE AND BOAT SLIP COMMONLY REFERRED TO AS # 152 WATERSIDE CIRCLE, #H10, AND THE PERSONAL PROPERTY CONTAINED THEREIN FOR THE SUM OF \$750,000 CASH.

STATE OF KANSAS

COUNTY OF RENO

Personally came before me this 28th day,  
of March, 2024 the above named JEFFREY D.

WRIGHT, to me known to be the person(s) who executed the foregoing instrument and

acknowledged the same.

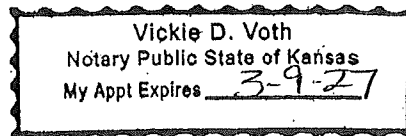
*Jeffrey W Wright*

*Vickie Voth*

Notary Public

My Commission expires

3-9-27



STATE OF KANSAS

COUNTY OF SEDGWICK

Personally came before me this March,

25, 2024 the above named DONALD W.

STEARNS, to me known to be the person(s) who

executed the foregoing instrument and

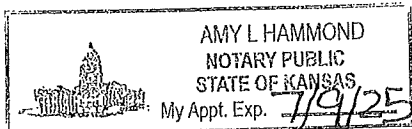
acknowledged the same.

*Donald W Stearns*  
Trustee

*Amy L Hammond*

Notary Public

My Commission expires: 7/9/25



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 2<sup>nd</sup> day of MARCH 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and JEFFREY A. WRIGHT, 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 H, Lot 10 - \_\_\_\_\_, 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.

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:

Jeffrey E Wright  
Primary Leaseholder

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Address to which Primary Leaseholder authorizes Notices:

PO Box 307      JEFF WRIGHT  
\_\_\_\_\_  
Hutchinson, KS 67504 - 0307  
\_\_\_\_\_

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

152 WATERSIDE CIRCLE  
\_\_\_\_\_  
COUNCIL GROVE, KS  
\_\_\_\_\_

# Application for Cabin Site Transfer

## COUNCIL GROVE CITY LAKE

Site Number: A4 Date: 29 MAR, 2024

Name of Transferee: LARRY & DEANNA ZEIMANN

Address: 911 NE 101<sup>ST</sup> TER

City: KANSAS CITY State MO Zip Code 64155

Telephone Number: 816-914-6983

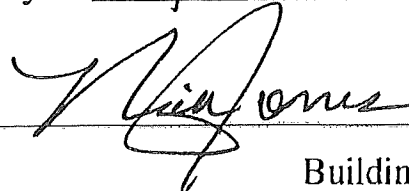
Name of Transferor: TRUST OF JEAN I KRAUS

=====  
OFFICE USE ONLY BELOW THIS LINE  
=====

Septic tank checked: 01/04/2024

The above application is approved:

this 11<sup>th</sup> day of April, 2024

Signed   
Building Inspector

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 29 day of MARCH 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and LARRY AND DEANNA ZEILMANN, 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 A, Lot A - 4, 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: LARRY & DEANNA ZEILMAN  
911 NE 101<sup>ST</sup> TER  
KANSAS CITY, MO. 64155

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:

Larry S. Zeilman LARRY S. ZEILMAN  
Primary Leaseholder

Deanna K. Zeilman DEANNA K. ZEILMAN  
Lessee

\_\_\_\_\_  
Lessee

Address to which Primary Leaseholder authorizes Notices:

911 NE 101<sup>st</sup> TER  
KANSAS CITY, MO 64155

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

124 PRAIRIE VIEW COVE  
COUNCIL GROVE, KS 66846

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Deanna Lynne Zeilmann and Angela Denise Davies, as Trustees of the Jean I. Kraus Trust Agreement dated October 24, 2002, hereinafter referred to as "Trust," as Grantor, do hereby grant, transfer and deliver unto Deanna Lynne Zeilmann and Larry Scott Zeilmann, husband and wife, as joint tenants with rights of survivorship, Grantee, in and to the following goods and chattels:

Lake home, carport, boat house, docks, appliances, and all other improvements, equipment, fixtures and all other items of tangible personal property located on Lot A-4 in A Section of the Council Grove City Lake Park, Morris County, Kansas, including all leasehold rights to said property with the City of Council Grove.

Said property having an address of 124 Prairie View Cove, Council Grove, KS 66846.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels, to the said Deanna Lynne Zeilmann and Larry Scott Zeilmann, husband and wife, as joint tenants with rights of survivorship and not as tenants in common. And the said Grantor hereby covenants with the said Grantees that said Trust is the lawful owner of said goods and chattels; that they are free from all encumbrances; that the Trust has good right to convey the same as aforesaid, and that the Trust will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor, Deanna Lynne Zeilmann, has hereunto set their hands this 29th day of March, 2024.

Deanna Lynne Zeilmann

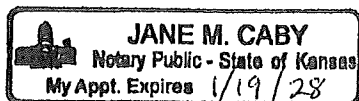
Deanna Lynne Zeilmann, Grantor  
STATE OF ~~MISSOURI~~ <sup>KANSAS</sup> )  
COUNTY OF Morris )

BE IT REMEMBERED, that on this 29th day of, 2024, before me, a Notary Public in and for said County and State, came Deanna Lynn Zeilmann, Trustee of the Jean I Kraus Trust Agreement dated October 24, 2002, who is personally known by me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year above written.

(Seal)

Jane M. Cabry  
Notary Public



IN WITNESS WHEREOF, the said Grantor, Angela Denise Davies, has hereunto set their hands  
this 29<sup>th</sup> day of March, 2024.  
STATE OF Kansas )  
COUNTY OF Morris )

Angela Denise Davies

Angela Denise Davies, Grantor

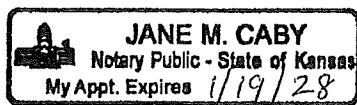
BE IT REMEMBERED, that on this 29<sup>th</sup> day of March, 2024,

before me, a Notary Public in and for said County and State, came Angela Denise Davies, Trustee of the Jean I Kraus Trust Agreement dated October 24, 2002, who is personally known by me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year above written.

(Seal)

Jane M Cabry  
Notary Public



APPLICATION FOR CLUB LIQUOR LICENSE

Council Grove, Kansas April 16, 2024

TO THE GOVERNING BODY OF THE CITY OF COUNCIL GROVE, MORRIS COUNTY, KANSAS

Council Members:

I hereby apply for a license to operate a Club, in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the operation of a Club: for the purpose of securing such license, I make the following Statements under oath.

1. Name of Proposed licensee: Debra A. Schwerdtfeger

Age of proposed licensee: 71

Street and address of licensee (residence): 19 North Chautauqua St. Council Grove, KS

Phone Number of Proposed licensee: 785-650-8167

How long have you been a resident of the State of Kansas? 71 years

How long have you been a resident of Morris County? 21 years

How long have you been a resident of Council Grove? 21 years

2. Name of business for which license is desired: Headlines by June Cleaver

Address of business for which license is desired: 208 West Main Street, Council Grove, KS

Telephone number of business for which license is desired: 620-767-8333

Give Legal Description: Council Grove Original, S14, T16, R08E, Block B, Lot E 1/2 LT 14

Describe Building: Commercial Building, solid brick/stone/concrete block, unfinished upper level

3. Name and address of owner or owners of the premises upon which the place of business is located:

Debra & Richard Schwerdtfeger - 19 N. Chautauqua and Angela Schwerdtfeger  
115 North Adam

4. Are you a citizen of the United States? yes By birth or naturalization? Birth

If naturalized, give place and date of naturalization: \_\_\_\_\_

5. Have you ever been convicted of a felony? no

If so, when and where? \_\_\_\_\_

6. Have you ever been convicted of a crime involving moral turpitude? no

If so, when and where? \_\_\_\_\_

7. Have you ever been convicted or adjudged guilty of drunkenness? no

If so, when and where? \_\_\_\_\_

8. Have you ever been convicted or found guilty of Driving Under the Influence? no P46

If so, when and where? \_\_\_\_\_

9. Have you ever been convicted of a violation of any state or federal intoxication law? no

If so, when and where? \_\_\_\_\_

10. Is your place of business to be conducted by a manager or agent? yes

If so, by whom? family members Angela Schwendtfejer

11. What is your Kansas State Liquor License No.? 16665

What is the expiration date of your State Liquor License? 02/04/2026

**PLEASE ATTACH A COPY OF YOUR STATE LIQUOR LICENSE**

12. Please enclose the City Liquor License Fee of \$300.00 with your application \_\_\_\_\_

I, Debra A. Schwendtfejer, the above named applicant hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by you, and hereafter to be prescribed by you, relating to the sale or distribution of alcoholic beverages, and do hereby agree to purchase all alcoholic beverages from a wholesaler licensed and bonded under the laws of the State of Kansas, and do further consent to the immediate revocation of my alcohol beverage license, by proper officials, for the violation of such laws, rules or regulations.

Debra A. Schwendtfejer  
Signature of Applicant

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

APPLICATION APPROVED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by the Mayor and Governing Body of the City of Council Grove, Morris County, Kansas.

CITY LICENSE NUMBER \_\_\_\_\_

**Kansas Alcoholic Beverage Control Division  
Liquor License**

**Drinking Establishment**

**OWNER NAME: Debra Schwerdtfeger**  
**DBA: Headlines by June Cleaver**  
**ADDRESS: 208 W Main Street**  
**Council Grove, KS 66846**

**LICENSE NO: 16665**

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

**PRIVILEGES:**

Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on licensed premises; serve free samples of alcoholic liquor and cereal malt beverage; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

**AGREEMENT:**

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

*Debbi Beavers*

Debbi Beavers  
Director, Alcoholic Beverage Control

*Mark A. Burghart*

Mark A. Burghart  
Secretary of Revenue

**EFFECTIVE: 02/05/2024**

**EXPIRES: 02/04/2026**

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [Kdor\\_abc.licensing@ks.gov](mailto:Kdor_abc.licensing@ks.gov) if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email [Kdor\\_miscellaneous.tax@ks.gov](mailto:Kdor_miscellaneous.tax@ks.gov) if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

**CLOSING YOUR BUSINESS**

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc824.pdf>







# Water and Sewer Project Update

April 11, 2024

1. KDHE Funding Update from recent conferences
  - a. KDHE Funding Requests are at an all-time high.
  - b. KDHE anticipates having a funding line for both water and wastewater projects this year. Projects will be ranked and prioritized, and not all applicants will be able to get funding this year. (This was the case last year for water projects).
  - c. KDHE anticipates a funding "cliff" in 2027 if additional funding is not provided to the program from EPA/Federal Government. Basically, the BIL money is subsidizing the SRF program, and when this runs out in 2027, there will not be enough existing loans making payments to fund the demand for new projects. So I am hearing that if you have a project on the horizon you want to use KDHE for funding, you might want to get your loan secured in the next couple of years.
  - d. Pre Applications are due May 15, 2024 this year. The Pre-Application forms are simple and don't obligate the City.
2. Water Update
  - a. The project was eligible for KDHE loan forgiveness last year. Loan forgiveness is 30% of the total project cost or a maximum of \$1M. To maximize the loan forgiveness the total project cost would need to be \$3.33M.
  - b. Attached is a map with an additional project #5 that would bring the total opinion of project cost to \$3.5M
3. Sewer Project – No Update
  - a. Phases 1 & 2 total opinion of project cost = \$3.0M
4. Revised User rate impact attached.
5. Next Steps
  - a. Select which projects to move forward with
  - b. Apply for Funding
  - c. Design (Can be reimbursed with KDHE or USDA funds)
    - i. Water (Projects 1-5) Design Fee - \$249,700
    - ii. Sewer (Phases 1 & 2) Design Fee - \$210,000

For questions or comments, please contact:

**Brian Foster, P.E.**

Vice President

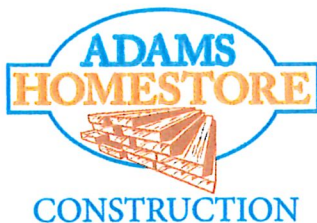
C: 785.320.0768 (Personal)

E: [brian.foster@bgcons.com](mailto:brian.foster@bgcons.com)

**Council Grove**  
 Funding Alternatives  
 22-1102M  
 April 11, 2024

KDHE 20 Year Loan	Water Project		Wastewater Project			
	Water Project	Water Project with Loan Forgiveness	Wastewater Project 1	Wastewater Project 2	Wastewater Projects 1 & 2	All Project with No Grant
Phase 1 Project Cost	\$ 3,500,000	\$ 3,500,000	\$ 1,660,815	\$ 1,370,005	\$ 3,000,000	\$ 6,500,000
Grant	\$ -	\$ 1,000,000				
Loan Amount Financed	\$ 3,500,000	\$ 2,500,000	\$ 1,660,815	\$ 1,370,005	\$ 3,000,000	\$ 6,500,000
Annual Interest (%)	2.25%	2.25%	2.250%	2.250%	2.250%	2.250%
Terms of Loan	20	20	20	20	20	20
Annual Loan Payment	\$ 219,247.25	\$ 156,605.18	\$ 104,036.89	\$ 85,819.95	\$ 187,926.21	\$ 407,173.46
Number of Users	1,221	1,221	953	953	953	
Average User Monthly Increase	\$ 14.96	\$ 10.69	\$ 9.10	\$ 7.50	\$ 16.43	\$ 31.40

USDA 40 Year Loan	Water Project		Wastewater Project			
	Water Project	Water Project with Loan Forgiveness	Wastewater Project 1	Wastewater Project 2	Wastewater Projects 1 & 2	All Project with No Grant
Phase 1 Project Cost	\$ 3,500,000	\$ 3,500,000	\$ 1,660,815	\$ 1,370,005	\$ 3,000,000	\$ 6,500,000
Grant	\$ -	\$ 1,000,000				
Loan Amount Financed	\$ 3,500,000	\$ 2,500,000	\$ 1,660,815	\$ 1,370,005	\$ 3,000,000	\$ 6,500,000
Annual Interest (%)	2.88%	2.88%	2.88%	2.88%	2.88%	2.880%
Terms of Loan	40	40	40	40	40	40
Annual Loan Payment	\$ 148,373.93	\$ 105,981.38	\$ 70,406.19	\$ 58,078.01	\$ 127,177.66	\$ 275,776.66
Number of Users	1,221	1,221	953	953	953	
Average User Monthly Increase	\$ 10.13	\$ 7.23	\$ 6.16	\$ 5.08	\$ 11.12	\$ 21.25



203 E. Main St • COUNCIL GROVE, KS 66846 • Phone: 6207675818

City of Council Grove  
Cell: +17854666775

Job Address:  
205 Union  
Council Grove, KS 66846

Print Date: 4-11-2024

### Proposal for City Hall Deck

The following is a proposal to re-build, in the same layout/size, the existing 2nd floor deck off the CG City Hall building:

- demolition of existing deck and stairs and debris removal provided by others
- install new decorative black finish 4x4 post bases onto existing concrete stem walls
- all wood to be pressure treated: 4x4 structural posts, 2x10 joists, and 2x12 stock for stair stringer materials
- use butyl flashing tape ovetop of joists (beneath decking boards) for additional wood protection and longevity of deck system
- Westbury "Tuscany" series powder coated aluminum railing posts and handrail system, color: bronze
- 1x6 grooved composite decking by Trex, "ENHANCE" series in the color: "Beach Dune", hidden fastener clips used
- matching composite 11-1/4" fascia and stair riser trim to be used

Items	Description	Qty/Unit	Unit Price	Price
Project Expense	furnish material and labor as noted above	1 1	\$9,800.00	\$9,800.00

Permit expense not included. We appreciate the opportunity to work you!  
Please don't hesitate to ask any questions.  
Thanks,

**Approval Deadline:** May 10, 2024

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

---

**Date:**

---

**Print Name:**

---





### SPECIAL/COMMUNITY EVENT APPLICATION

**NAME OF EVENT** Washunga Days Festival

**DATE(S) OF EVENT** June 20th (Free Community Night), 21st, and 22nd

**TIME(S) OF EVENT** June 20th : 5pm-8pm, June 21st : 4pm-12am, June 22nd : 9am-12am

**CONTACT NAME** Zoey Bond

**ADDRESS** 116 West Main Street

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

**PHONE/CELL #** 620-767-5413

**EMAIL** Zoey@councilgrove.com

**1- ON SITE SUPERVISOR** Zoey Bond

**PHONE/CELL #** 216-645-5477

**EMAIL** zoey@councilgrove.com

**2 -ON SITE SUPERVISOR** Renee Berner

**PHONE/CELL #** 620-757-2679

**EMAIL** reeneberner71@gmail.com

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

We are hiring a team of security guards, and will be coordinating with local law enforcement.

\_\_\_\_\_

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

Each night, after the festival, and a large clean up on the Sunday following.

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

Open to the community as a whole on June 20th, to ticket holders on the 21st & 22nd.

**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**

**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**

**APPLICANT SIGNATURE**  **DATE** March 20, 2024

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

## Sales Tax Grant Committee Recommendations:

The Sales Tax Grant Committee Recommends the City Council approve the request for Sales Tax Grant funding for the following:

- Friends of Kaw Heritage, Inc: Request \$600
  - Friends of Kaw Heritage, Inc: Request \$2,000
  - Community Arts Council: Request: \$5,000
  - Council Grove Area Trade & Tourism Association: Request \$25,000
  - Washunga Days: Request \$20,000
  - Morris County Historical Society: Request \$4,500
- Total Sales Tax Grant funding requested: \$57,100.

City of Council Grove  
Sales Tax Grant

Amount being Requested \$ 2,000

Organization Name: Friends of Kaw Heritage, Inc

Address: PO Box 174 Council Grove KS 66846  
Street City State Zip

Contact Person's Name: Jason Booker

Contact Person's Phone Number: 316-871-5400

Anticipated Project Period: from 6/01/2024 to 6/30/2024

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

Is this organization tax-exempt? No

Total Project Cost \$18,000

Explain how applicant is providing their 20% portion of grant.

Other funds will be drawn from FOK accounts and the Kaw Nation

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

Signature  Date 10/16/2023

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

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

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



**Organization Name:** Friends of Kaw Heritage, Inc.

**Address:** P. O. Box 174, Council Grove, KS 66846

**Contact Person, Title, Phone:** Jason Booker, President  
PO Box 183, Council Grove, Kansas 66846  
620-767-5138 Office / 316-871-5400 Cell  
jason@farmersanddrovers.com

**Is this a tax-exempt organization?** No

**Title of Project:** 2024 Inter-tribal Powwow.

**Geographic area to be served:** Council Grove and surrounding areas.

**What group will be benefited?** Council Grove, Morris County, The Kaw Nation, and Washunga Day attendees.

**Anticipated Project Period:** from June 1, 2024 to June 30, 2024

**Type of request:** This is a request for Operating Support.

**Total Project Cost:** \$18,000 – Cost breakdown on request. Please note: The Kaw Nation have, in the past, providing in excess of \$11,000.00 each year toward the total expenses of the Inter-tribal Powwow. Other monies are provided by the Friends of Kaw Heritage.

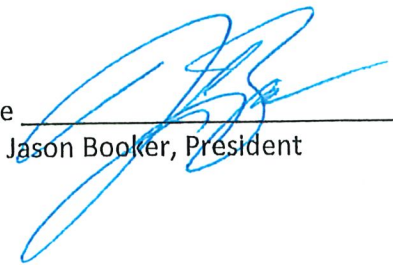
**Amount Requested from Foundation:** \$2,000.00

**Amount & Source of pledges or commitments to date:** Kaw Nation has made the commitment to support the Powwow as they have in previous years.

**Other grant applications or funding requests made for this project:** We are at this same time requesting similar funding from the following: Council Grove Area Foundation, Bill Young Foundation, John E. Trembly Foundation, Oscar and Ina Nystrom Foundation, and the Arthur M. and Ethel L. Hylton Trust.

**Explanation how applicant is providing their portion of grant.**

FKH will be soliciting in-kind contributions of volunteer time, labor, and materials from local sources as in the past to cover additional expenses incurred. The Friends of Kaw Heritage, Inc. will be supplying volunteer hours and additional funding for the event, and will fund additional on-site entertainment for the events held at the Kaw Mission and Last Chance Store in conjunction with the 2024 Inter-tribal Powwow.

Signature  \_\_\_\_\_ Date 01/16/2023  
Jason Booker, President

City of Council Grove  
Sales Tax Grant

Amount being Requested \$ 600

Organization Name: Friends of Kaw Heritage, Inc

Address: PO Box 174 Council Grove KS 66846  
Street City State Zip

Contact Person's Name: Jason Booker

Contact Person's Phone Number: 316-871-5400

Anticipated Project Period: from 01/01/2024 12/31/2024

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

Is this organization tax-exempt? No

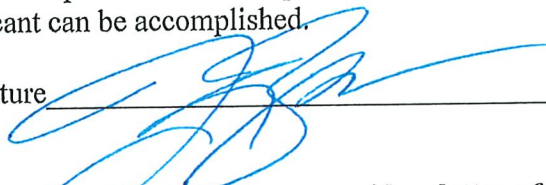
Total Project Cost \$ 6,000

Explain how applicant is providing their 20% portion of grant.

Other funds will be drawn from FOK accounts

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

Signature



Date

10/16/2023

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

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

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

**Organization Name:** Friends of Kaw Heritage, Inc.

**Address:** PO Box 174, Council Grove, KS 66846

**Contact Person, Title, Phone:** Jason Booker, President  
PO Box 183, Council Grove, Kansas 66846  
620-767-5128 Office / 316-871-5400 Cell

**Is this a tax-exempt organization?** No

**Title of Project:** 2024 Kaw Mission Council Program series, "Westward Expansion"

**Geographic area to be served:** Council Grove and surrounding areas.

**What group will be benefited?** Educational, historical and business interests in Council Grove and surrounding communities.

**Anticipated Project Period:** from January 1, 2024 to December 31, 2024

**Type of request:** This is a request for Kaw Mission Council Program

**Total Project Cost:** \$6,000 – for speaker fees and travel expenses

**Amount Requested from Foundation:** \$600.00

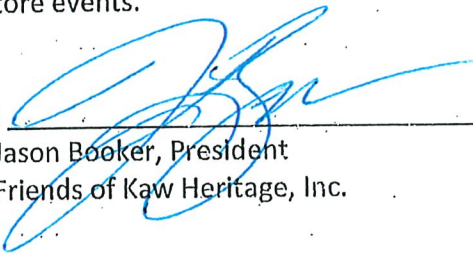
**Amount & Source of pledges or commitments to date:** FKH volunteers donate time, personal effort, and financial aid. FKH membership funds also help to finance the program expenses.

**Other grant applications or funding requests made for this project:** We are at this same time requesting similar funding from the following: Council Grove Area Foundation, Young Foundation, Arthur and Ethel Hylton Trust, and the Oscar and Ina Nystrom Foundation.

**Explanation how applicant is providing their portion of grant.**

FKH will be soliciting in-kind contributions of volunteer time, labor, and materials from local sources to cover additional expenses incurred. The Friends of Kaw Heritage, Inc. will be supplying volunteer hours and additional funding for FKH and Kaw Mission/Last Chance Store events.

Signature

  
Jason Booker, President  
Friends of Kaw Heritage, Inc.

Date

12/16/2023

# City of Council Grove Promotion Grant

Amount being Requested \$ 5,000

Organization Name Community Arts Council of Council Grove

Address <sup>(mail)</sup> 516 H Ave; <sup>physical</sup> 623 E Main St City Alta Vista; CG State KS Zip 66834; 66846

Contact Person's Name Mary Byram Yoder

Contact Person's Phone Number 785 499 3376

Anticipated Project Period: from October 12, 2024 to October 12, 2024

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

Is this organization tax-exempt? no

Total Project Cost \$ 10,500

Explain how the applicant is providing their 20% portion of grant. We will be collecting local sponsorships and by donations collected from t-shirts & water.

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

Signature Mary B Yoder Date 3.27.24

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

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

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



**Community Arts Council of Council Grove**

516 H Avenue  
Alta Vista, KS 66834  
(785)499-3376, Mary Yoder  
marybobyram@gmail.com

Dear City Administrators,

The Community Arts Council of Council Grove (CACofCG) is asking for funding to help with costs associated with Sethfest 2024. Sethfest is a free, community festival celebrating the arts. Max Byram began the event in 2017. He started the event to promote Kansas artists, promote community, and help make art accessible to everyone. The CACofCG wants to continue Max's vision.

Plans are to hold the event October 12th, 2024. The date coordinates with Second Saturdays. This will be Sethfest's seventh year. The goal for this year's event is to focus on community. It will be a family friendly event to encourage locals to celebrate the talent within Council Grove and surrounding areas.

We will be moving the event away from the RiverWalk Amphitheater. The decision to move the event was based on accessibility, variability of weather, and desired involvement from businesses. The event will involve businesses and groups from surrounding areas hosting different activities. Primary location will be along Main Street (concentrating the event to the area west of the river to block 400). We are open to expanding to the entire town, but with limited volunteers we feel best to focus our efforts.

Businesses the Arts Council has confirmed partnerships with so far are Grove Gardens, Kanvas, and Dealership Building. We are coordinating Sethfest with the Patio Party at Grove Gardens. They will host local arts and craft vendors, food vendors, kids activities, and an entertainment act! Kanvas Dance Company has agreed to host an entertainment and a Kid's Art Contest. The Dealership Building will host the Headliner band and manage alcohol sales. We will be continuing to reach out to groups and businesses with hopes of their involvement in hosting an activity or providing space for entertainment. There will be multiple entertainment acts throughout the day, located at different willing establishments.

There is strong community support for Sethfest. Many businesses help sponsor the event by making financial contributions or by hosting an activity. It will create an opportunity for

people to explore the town, showcase local talent, and promote traffic on mainstreet. The CACofCG will continue to use local establishments whenever possible for all aspects from printing posters, t-shirts, trash removal services, marketing, lodging for artists, porta potties, etc.

If awarded this grant all funds will be used to assist with costs associated with the event. Costs include such things as payment for music acts, entertainment acts, kids activities, marketing, sound, stage, and restroom arrangements. Detailed budgets from the past three year's events are included to show past year's costs. A similar budget is estimated for 2024 and is also included. A CACofCG board member would like to attend the meeting discussing the grant, but kindly requests notification of meeting time at least one week in advance.

Sincerely,

**Community Arts Council of Council Grove**

Mary Byram Yoder, President

### Estimated Budget for Sethfest 2024

**INCOME:**

<b>FROM</b>	<b>DESCRIPTION</b>	<b>ESTIMATED AMOUNT</b>
City	Sales Tax Grant	\$5,000.00
CACofCG	Sponsors/membership, account funds	\$3,275.00
In-Kind Discounts & Donations	t-shirts, coozies, water, etc.	\$2,500.00
	<b>TOTAL</b>	<b>\$10,775.00</b>

**EXPENSES:**

<b>PAY TO</b>	<b>DESCRIPTION</b>	<b>ESTIMATED AMOUNT</b>
Altissimo Music Productions	Sound & stage	\$2,500.00
Musicians/Entertainers		\$3,000.00
Event Master of Ceremonies		\$300.00
Lexinet	Posters, maps, schedules	\$200.00
Redbud Design	Sponsor banner	\$300.00
Redbud Design	T-shirts	\$2,300.00
Republican	Advertising	\$250.00
Cottage House	Musician lodging & transportation	\$200.00
Rays Apple Market, Twin Lakes L	Green room	\$200.00
Design	Graphic designs for poster & tshirts	\$300.00
Jan Troxell	Yard signs	\$100.00
Kids crafts	Kids Craft Reinburse	\$75.00
Superior Systems	Trash	\$200.00
USPS	Postage to send payments & thank yous	\$20.00
R&P Septic Service	Porta Potty	\$330.00
TCT	Water	\$500.00
	<b>TOTAL</b>	<b>\$10,775.00</b>

Budget for Sethfest 2023

INCOME:

FROM	DESCRIPTION	ESTIMATED AMOUNT	UPDATED AMOUNT	ACTUAL AMOUNT
City	Sales Tax Grant	\$5,000.00	\$5,000.00	\$5,000.00
CGAC	Sponsors/membership	\$7,500.00		\$3,049.64
In-Kind Discourts & Donations	t-shirts, beer, water, etc.	\$2,000.00		\$1,956.60
Vendors	Food (\$100) & craft vendors (22 in Tent @ \$50, out \$10)	\$1,100.00		\$494.00
	<b>TOTAL</b>	<b>\$15,600.00</b>	<b>\$5,000.00</b>	<b>\$10,500.24</b>

EXPENSES:

PAY TO	DESCRIPTION	ESTIMATED AMOUNT	UPDATED AMOUNT	ACTUALLY PAID
Altissimo Music Productions	Sound & stage	\$4,340.00	\$2,500.00	\$2,500.00
Musicians/Entertainers		\$4,100.00	\$2,925.00	\$2,925.00
Event Master of Ceremonies		\$250.00	\$250.00	\$0.00
Lexinet	Posters	\$100.00	\$54.60	\$54.60
Redbud Design	Sponsor banner	\$300.00		\$0.00
Redbud Design	T-shirts	\$1,800.00	\$1,000.00	\$2,297.10
Republican	Advertising	\$250.00	\$100.00	\$171.50
Cottage House	Musician lodging & transportation	\$500.00	\$187.80	\$187.80
Rays Apple Market, Twin Lakes Liquor	Volunteer/Musician food & drink	\$200.00	\$200.00	\$350.00
Rent Me Tents	Vendor tent	\$1,250.00	\$1,259.00	\$1,419.00
Tammie Livingston	Poster design, online graphics	\$300.00		\$0.00
Jan Troxell	Yard signs	\$100.00		\$0.00
Safety Glasses USA	Kids Craft Reimburse	\$75.00	\$65.24	\$65.24
Superior Systems	Trash	\$200.00		\$0.00
USPS	Postage to send payments & thank yous	\$20.00	\$20.00	\$20.00
R&P Septic Service	Porta Potty	\$327.60	\$327.60	\$330.00
TCT	Water	\$500.00		\$0.00
Beer Garden	Tent, coolers, ice, beer, table, stamps/band, keg, cups, koozies (\$180)		980	\$180.00
	<b>TOTAL</b>	<b>\$14,612.60</b>	<b>\$8,889.24</b>	<b>\$10,500.24</b>
				<b>-\$1,611.00</b>



## Sethfest 2022 Budget

<b>INCOME</b>			
Date deposited	From	Thank-you sent	Amount
	Tax Grant		\$5,000.00
8/30/22	Sponsors		\$7,253.99
10/12/22	T-shirts	t-shirt and water donations	\$1,131.15
		TOTAL	\$13,385.14

<b>EXPENSES</b>			
Date	Pay to	Reason	Amount
Jul-22	Altissimo Music Productions	1/2 sound	\$1,250.00
Sept	Musicians/Entertainers	1/2 Entertainment	\$1,950.00
Sept-19	Lexinet	Posters	\$81.90
Sept-22	Redbud Design	Banner	\$365.96
Sept-22	Redbud Design	T-shirts	\$1,720.00
Sept-30	Republican	Advertising	\$224.00
Oct-6	Cottage House	Musician lodging	\$406.60
Oct	Musicians/Entertainers	2/2 Entertainment+ MC & Ken	\$2,150.00
Oct-7	Rays Apple Market	Volunteer/Musician food	\$195.25
Oct-7	Rent Me Tents	Vendor tent	\$1,246.85
Oct-9	Altissimo Music Productions	2/2 sound	\$1,250.00
Oct-13	Emily May	Poster design, online graphics	\$300.00
Oct-13	Jan Troxell	Yard signs	\$100.00
Oct-13	Sabra Schweger	Kids Craft Reinburse	\$35.46
Aug-26	CG Public Library	Print thanks yous	\$5.00
Aug-26	USPS	Stamps to send thank yous	\$24.00
Oct-18	R&P Septic Service	Porta Potty	\$327.60
		TOTAL	\$11,632.62

**Estimated Budget for Seth Fest** (based on 2021)

<b>Income</b>		
Tax Grant	\$5,000.00	
Sponsorships	\$7,000.00	
<b>TOTAL</b>	<b>\$12,000.00</b>	
<b>Expenses</b>		
Sound	-\$2,500.00	
Musicians	-\$3,700.00	
Kid Entertainment	-\$300.00	
Musician Lodging	-\$420.00	
Entertainer Food	-\$80.00	Messie Bessie In-Kind
Water	-\$300.00	NexTech Wireless/TCT In-Kind
Beer	-\$70.00	
Kid Art Supplies	-\$250.00	
Porta Potty	-\$160.00	
Trash/dumpster	-\$300.00	Superior Systems In-Kind
Poster design	-\$200.00	
Vendor Tent	-\$1,100.00	
Mc	-\$100.00	
Shirts	-\$1,720.00	
Advertising	-\$500.00	
Security	-\$80.00	
Banner	-\$350.00	
Yard signs	-\$100.00	
Poster print	-\$90.00	
<b>TOTAL</b>	<b>-\$12,320.00</b>	



*THE CHAMBER that WORKS FOR YOU!*



116 West Main Street, Council Grove, KS 66846  
620.767.5413 | CouncilGrove.com | zoey@CouncilGrove.com



# Promotions Grant Application



## Introduction

- Amount being Requested: **\$25,000**
- Organization Name: Council Grove Area Trade & Tourism Association
- Address: 116 W. Main, Council Grove, KS 66846
- Contact Person's Name: Zoey Bond
- Contact Person's Phone Number: 620.767.5413
- Anticipated Project Period: from 1.1.2024 - 12.31.2024
- Are you requesting an exemption from the one-year limit on money usage? No
- Is this organization tax-exempt? Yes
- Total Marketing Project Cost: \$45,000 Requested from City: \$25,000

Explain how applicant is providing their 20% portion of grant:

Council Grove Area Trade & Tourism Association staffs our visitors center, DESTINATION : Council Grove, and provides a social and web presence to help promote Council Grove and our numerous events, businesses, and more. Engages and conceives of new promotional, marketing, and events initiatives often, and works with our business and cultural organizations to ensure they are supported as necessary for the exclusive benefit of Council Grove.

In 2024, our Association anticipates spending around \$45,000 on marketing and event efforts in Council Grove. Our budget is growing, and we are investing back into our community. We hope the City will continue to grow its support levels along with us.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

March 30th, 2024

City of Council Grove  
Sales Tax Promotion Grant Committee  
205 North Union Street  
Council Grove, KS 66846

Dear Committee Members,

The Council Grove Area Trade & Tourism Association respectfully requests consideration for the City Sales Tax Promotion Grant for 2024.

This year our Association team is excited to continue and grow the great work we put forth in 2023. Our goals include diving deeper into influencer marketing, and bringing targeted groups like motorcyclists, retirees, and more to Council Grove while focusing on maximizing our events for our community and as a draw to visitors.

We value our partnership with the City of Council Grove and are excited to continue to exceed expectations and invest these Sales Tax Promotions Grant dollars into marketing, products, and programming that will serve to increase this fund in the years to come.

Our organization is grateful to the City of Council Grove for continuing to support and grow our relationship as we work towards our common goals for Council Grove. Thank you for considering our request, and we respectfully submit the following details for your review.

Our office staff is always available to answer questions. Please email [zoey@councilgrove.com](mailto:zoey@councilgrove.com) or call 620.767.5413.

Sincerely,

Zoey Bond, Executive Director

### **1. Geographic Area To Be Served.**

We promote the wide variety of things to do while living, working, and playing in Council Grove and Morris County to people traveling from around the region, state, and the United States. We will also be extending our marketing reach to encourage the relocation of families, retirees, and businesses to our area. Our mission is to focus on these groups to the exclusive benefit of the residents, businesses, and employees of Council Grove and Morris County.

### **2. How will this request benefit the community of Council Grove as a promotions grant?**

We expect all of the new initiatives, as described above, to bring an increase in business opportunities, revenue, and tax revenue, to the businesses and the City of Council Grove.

In 2023 we hosted hundreds of visitors from 36 states, including Kansas, and multiple countries. We provided needed networking opportunities, events, and connections to the residents and visitors in our area. While visiting our 25 historic sites and taking advantage of our natural recreational opportunities, more people are eating in our restaurants, staying in our lodging facilities, buying gas for their vehicles, shopping in our area businesses, and utilizing the variety of services we have to offer. Our Association is the hub of information and communication for all of the visitors, and this grant will allow us to continue our mission more successfully and aggressively than ever before.

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

Our new initiatives are designed to formally solve the lingering issues in our community. Our goal is that by bringing more people to the area to visit, do business, and live, they will continue to spend their money in Council Grove and therefore increase tax revenue and economic growth. This will help our local industries, families, and cultural organizations thrive and encourage growth on many levels in our town.

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

We feel the community truly understands the importance of the Association's role. Through our positive collaborations with the City of Council Grove, USD 417, local cultural organizations, our rising community membership, our business community, and our city's residents, we are confident in the direction we are going and their trust and excitement for our work.

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

We will utilize this grant money to continue the travel and tourism campaign, create new promotional materials, begin a digital advertising campaign, . This includes :

- Continue updating our website to be a dynamic, informative, and engaging tool for our target audiences.
- Expanding our social media and email accounts and reach.
- Creating, updating, and modernizing our bank of printed materials that highlight the different features of Council Grove.
- Printing of the 2024 Council Grove Guide Book.
- We will also place extended, more prominent ads in digital mediums and local, regional, and national periodicals.
- Growing our partnerships with neighboring and regional organizations with the same missions and extended reach to maximize our organizational efforts.

Additionally, because we have embarked on a radical restructuring of our organization to increase our value to our community and members, we will be using these funds to :

- Communicate at the highest level our impact, thus growing our organization's income potential and onboarding new members.
- Communicate how the Association provides needed cultural assets such as our charming Trolley Program, which is now entirely self-funded, our expanded events program, and our new round table discussion panels so that we can learn more about our businesses, residents, and organizations' needs.
- Create needed branding opportunities in our physical and digital spaces, increasing our brand's reputation.

These are essential pieces of the puzzle because as our Association grows, so can our impact.

## 6. Any additional information you would like us to consider?

We invite the Council, Sales Tax Grant Committee, and any City staff to visit us at our **DESTINATION : Council Grove** office anytime. We would be thrilled to show you in person the work that we are proudly accomplishing daily.



*THE CHAMBER that WORKS FOR YOU!*

*MAIN STREET of the FLINT HILLS*  
*& EXPERIENCE*  
**COUNCIL GROVE**  
*KANSAS*

  
**COUNCIL GROVE AREA**  
TRADE & TOURISM  
ASSOCIATION

  
**COUNCIL GROVE.COM**

---

116 West Main Street, Council Grove, KS 66846  
620.767.5413 | CouncilGrove.com | zoey@CouncilGrove.com



# Promotions Grant Application

# Washunga Days





### Introduction

- Amount being Requested: **\$20,000**
- Organization Name: Washunga Days Committee
- Address: 116 W. Main, Council Grove, KS 66846
- Contact Person's Name: Zoey Bond
- Contact Person's Phone Number: 620.767.5413
- Anticipated Project Period: from 3.1.2024 - 6.30.2024
- Are you requesting an exemption from the one-year limit on money usage? No
- Is this organization tax-exempt? Yes
- Total Marketing Project Cost: \$25,000 Requested from City: \$20,000

Explain how applicant is providing their 20% portion of grant:

Through ticket sales and sponsorship we will further fund our marketing efforts.

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

Signature \_\_\_\_\_

Date\_\_\_\_\_

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

March 30th, 2024

City of Council Grove  
Sales Tax Promotion Grant Committee  
205 North Union Street  
Council Grove, KS 66846

Dear Committee Members,

The Washunga Days Festival Committee (WDFC) respectfully requests consideration for the City Sales Tax Promotion Grant for 2024.

This year our WDFC team is excited to continue and grow the great work we put forth in 2023.

Council Grove Area Trade & Tourism Association staffs a visitor center in Council Grove and provides a social and web presence to help promote Washunga Days and Council Grove. The office also coordinates Washunga Days and distributes promotional materials. Designed and/or produced materials include sponsor letters, signage, button design, social ads, online ads, magazine and newspaper ads, radio ads, rack cards, posters, event maps, brochures and images for the Washunga Days social channels and website. Between volunteer hours, design and production hours and materials, other contributions to this effort from Council Grove/Morris County Chamber of Commerce & Tourism are valued at a minimum of \$5,000.

The WDFC is grateful to the City of Council Grove for continuing to support and grow our relationship as we work towards our common goals for Council Grove. Thank you for considering our request, and we respectfully submit the following details for your review.

Our office staff is always available to answer questions. Please email [zoey@councilgrove.com](mailto:zoey@councilgrove.com) or call 620.767.5413.

Sincerely,

Zoey Bond, Executive Director

### **1. Geographic Area To Be Served.**

Both Council Grove and the Flint Hills region at large will be served by the Promotions Grant as it will be used to promote Washunga Days resulting in thousands of visitors, tourists and residents attending the festival and spending time and money in our community.

### **2. How will this request benefit the community of Council Grove as a promotions grant?**

Washunga Days is essential in driving awareness and exposure of Council Grove and the Flint Hills region, allowing us to showcase our community, history, beautiful land and amenities. The dollars Washunga Days visitors will spend outside of the festival will be extremely beneficial to local businesses on the days of the festival and all other times of the year.

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

Marketing is important for any community, the need to promote is always there. We're excited Washunga Days can help highlight the uniqueness of our area. For our community, promoting these features is paramount in continuing to grow. We're proud Washunga Days can be a part of that growth bringing people outside of our area in.

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

The local support of Washunga Days in our area is key to a successful event. We have incredible local sponsors and area foundations that help create a festival for everyone with a variety of activities and artists available. Every member of the Washunga Days Committee and event-day help are local volunteers.

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

This grant will be used to execute the marketing and promotions goals of Washunga Days. Marketing efforts will include online advertising, a digital campaign in the Wichita and Emporia areas, radio promotions, artist interviews and contests, updated and expansive signage, newspaper and magazine print ads, social media ads and imagery, tv advertising, and several social contests to drive awareness and buzz. Washunga Days hopes to draw from a wider base by accessing statewide publications, radio stations with large listening areas and by enhancing our social media campaign to appeal to different target demographics. This year's event has a full list of fun activities to promote to all ages.

### **6. Any additional information you would like us to consider?**

We're beyond excited that we have very well-known artists as our musical entertainment. We want to ensure we can adequately advertise to the masses driving excitement of our headliners on top of the other activities and artists the festival has to offer.

We're all working for the same goal- to make our community not just survive, but thrive. The Washunga Days Committee thanks the City of Council Grove for considering this application. We look forward to promoting the festival, Council Grove and the Flint Hills area in a way that is beneficial to businesses, residents and festival attendees.



2023

# WASHUNGA DAYS

Annual Report

- LIVE MUSIC · FOOD VENDORS ·
- KIDS ACTIVITIES ·
- FIREWORKS · CAR SHOW ·
- KAW NATION INTERTRIBAL POW-WOW ·
- & SO MUCH MORE!





# Washunga Days

## FROM THE COMMITTEE . . .

Dear Washunga Days Festival visitors, sponsors, and community,

The Washunga Days Festival Committee worked hard in 2023 to bring an engaging, unique, and celebratory festival to the Neosho Riverwalk Amphitheater in Council Grove, KS.

With attendance hitting over 3,000 ticketed visitors, we are proud to say that 2023 was a success!

This year, our committee voted once again to give free wristbands to all USD 417 students and held a no-wristband-required community night with free music and access to food vendors. The community response to these initiatives was exciting, and we're keeping that momentum going.

2024 promises to be our best event yet – for us, you, our businesses, our community, and the Kaw Nation!

We are as excited as ever for what's to come, and we encourage you to reach out and join the fun with us in 2024! Be a part of growing our hometown festival into something future generations want to maintain and our friends outside of Council Grove want to attend. Email [information@CouncilGrove.com](mailto:information@CouncilGrove.com) to get involved.

Rock on, CG!

–The 2023 Washunga Days Festival Committee





# ANNOUNCING YOUR 2024 WASHUNGA DAYS COMMITTEE



**CHAIRPERSONS**  
Mark & Renee Berner



**TREASURER**  
Madeline Lee



**PARADE**  
Fredrick Phillips  
American Legion Post 121



**SECRETARY**  
Angie Schwerdtfeger



**TOUCH-A-TRUCK**  
Danielle Blue



**MARKETING, GRANTS,  
TICKET SALES**  
Zoey Bond



**CAR SHOW**  
The Griggs Family



**SECURITY**  
Ashley McKnight



**FIREWORKS**  
Jason Ziegler



**FOOD**  
Nathan Adams



**MERCHANDISE SALES**  
Celeste Plitz



**KAW NATION**  
Sharon Haun



**KIDS ACTIVITIES**  
Renee Berner



**MUSIC**  
Stephen McKnight



**VOLUNTEERS**  
Katie Anders

## 2024 WASHUNGA DAYS FESTIVAL COMMITTEE GOALS ...

- Renew our focus on the festival's environmental impact
- Increase community involvement and communication
- Drive foot traffic through the Council Grove business community
- Greater financial benefits to our community and local businesses





# THANK YOU TO OUR 2023 WASHUNGA DAYS FESTIVAL COMMITTEE

Car Show : The Griggs Family

Fireworks : Jason Ziegler

Food : Nathan Adams

Kaw Nation : Sharon Haun

Kids Activities : Renee Berner

Logistics : Stephen & Ashley McKnight

Merchandise & Volunteers : Katie Anders

Music : Jesse Knight

Parade : Fredrick Phillips American Legion Post 121

Sponsorship & Grants : Angie Schwerdtfeger

Ticket Sales & Communications : Zoey Bond

# THANK YOU TO OUR 2023 WASHUNGA DAYS FESTIVAL VOLUNTEERS

Mindy Andres

Darcie Birk

Jodi Blackburn

Mary Blackburn

Brian Cannon

Joslin Cannon

Savanah Cannon

Gary Catlin

Becky Catlin

Jen Gordon

Trav Gordon

Christine Irwin

Bryce Johnson

Amanda Johnson

Kaitlin Johnson

Shad Johnson

Shirley McClintock

Phil Meyer

Jackie Mills

Amy Moore

Paisli

Lynda Poston

Ashley Rivers

Jonathan Rivers

Anita Salas

Neter Schamberger

Angela Schwerdtfeger

Donna Segebart

Tammy Stevenson

Elle White

Karis Williams

Stacy Zeigler

Bryan Zeigler

A special thank you to ...  
The City of Council Grove and Morris County  
For your partnership, support, and encouragement.



## City of Council Grove Promotion Grant

*Amount being Requested:* \$4,680

*Organization Name:* Morris County Historical Society

*Address:* 303 West Main Street, Council Grove, Kansas 66846

*Contact Person's name:* Dave Cosgrove, President.

*Contact Person's Phone Number:* 785-466-1484

*Anticipated Project Period:* from May 2, 2024 to October 31, 2024

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

*Is this Organization tax-exempt?* Yes.

*Total Project Cost:* \$4,680

*Project Description:* To provide a paid docent at the Post Office Oak Museum, three days a week: Friday, Saturday, and Sunday, May 2 thur October 31.

*Budget for the project:*

Daily hours – 11 AM – 4 PM

Hourly wage - \$12

3 days a week – 26 weeks

Total cost of project - \$4,680

*Explain how the applicant is providing their 20% portion of grant:*

Volunteers of the Morris County Historical Society (MCHS) will provide additional volunteers hours to extend the days the site is open per week, as needed, as well as providing tours for special groups. In addition, MCHS volunteers maintain, preserve, and improve the Post Office Oak Museum, Carnegie Library, Seth Hays Home, Freight Depot, YesterYear building, and the Dunlap Learning Academy. The staff opens Archives at the Carnegie building, 303 West Main St, on Wednesday afternoons, as well as special requests, for research and continues expanding the collections and artifacts. This provides an opportunity for Morris County residents, as well as visitors to research in the Archives of Morris County and Council Grove History.

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

*Signature* Dave Cosgrove

*Date* April 10, 2024

Dave Cosgrove, President, Morris County Historical Society





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

Shilling Construction – Mill N Overlay

101 WOOD STREET OVERLAY	110 TONS	\$ 115.00	\$ 12,650.00
102 ADDITIONAL TRAFFIC CONTROL WOOD	1 LS	\$ 2,000.00	\$ 2,000.00
TOTAL WOOD STREET			\$ 14,650.00
103 MISSION STREET 2" OVERLAY	825 TONS	\$ 115.00	\$ 94,875.00
104 MISSION STREET 2" MILLING	7500 SY	\$ 2.90	\$ 21,750.00
105 ADDITIONAL TRAFFIC CONTROL MISSION	1 LS	\$ 7,300.00	\$ 7,300.00
TOTAL MISSION STREET			\$ 123,925.00