



CITY OF COUNCIL GROVE · 205 UNION STREET · PO BOX 313

COUNCIL GROVE, KS 66846 · 620-767-5417 · COUNCILGROVE.COM

**City Council Agenda
April 6, 2021
5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: Resolutions - Interlocal Agreement – Community Development Block Grant – Shawn and Nichole Tiffany Pages 2 - 11

PUBLIC COMMENT PERIOD

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

CONSENT AGENDA:

- Minutes from the Previous meeting Pages 12 - 14
- Appropriations:
- Lake Cabin Transfer: R-02 Pages 15 – 31

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

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- CTS Update:

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- North Riverwalk Extension Update:

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

- Community Events Application: Council Grove Disc Golf Club Pages 32 - 35

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Sales Tax Grant Committee Recommendations:
 - Council Grove/Morris County Chamber of Commerce & Tourism: Page 36
 - Washunga Days: Pages 37 - 40
 - Council Grove Pride Committee: Pages 41 – 43
 - Council Grove Rotary: Pages 44 - 47
 - Historic Preservation Corporation: Pages 48 - 57
 - Pages 58 - 77

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

Adjournment:

THE CITY OF COUNCIL GROVE, KANSAS

RESOLUTION NO. _____

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2021 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City of Council Grove, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City of Council Grove, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Council Grove, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Council Grove, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$316,886 in cash funds toward this project and \$0 in in-kind material and/or labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY OF COUNCIL GROVE, KANSAS, this 6TH day of APRIL, 2021.

APPROVED _____
MAYOR

ATTEST _____

(SEAL)

THE CITY OF COUNCIL GROVE, KANSAS

CITY OF COUNCIL GROVE, KANSAS

RESOLUTION NO. _____

A RESOLUTION DECLARING A BUILDING BLIGHTED WITH
RESPECT TO THE KANSAS SMALL CITIES
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Congress recognized the prevention and elimination of slum and blight as a national objective under the Housing and Community Development Act of 1974; and

WHEREAS, The State of Kansas in its Urban Renewal Law of 1955 declared that the prevention and elimination of slums and blight is a matter of state policy and concern; and

WHEREAS, The City of Council Grove wishes to stabilize and improve the economic viability of the downtown commercial district by encouraging private property owners to make improvements on existing blighted buildings; and

WHEREAS, The Kansas Department of Commerce has grant funds available through the CDBG Program to assist property owners in addressing deficiencies on blighted buildings in cooperation with the municipality; and

WHEREAS, Shawn and Nicky Tiffany, the owner of the building located at 117 & 119 W. Main in the City of Council Grove wishes to participate in the program.

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of Council Grove, Kansas hereby declares that the above mentioned building is a blighted structure under the Kansas Urban Renewal Law and that it has the following conditions of blight, decay or environmental contamination:

and, FURTHERMORE these conditions are detrimental to public health and safety.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF COUNCIL GROVE, KANSAS
THIS _____ DAY OF _____, 20 ____.

ATTEST:

Mayor

City Clerk

(Seal)

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336; 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will comply with the provisions of 24-CFR-200.
 - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.
 - (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Debi Schwerdtfeger
Signature, Chief Elected Official Mayor	Name (typed or printed)
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Council Grove, Kansas, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor/County Commission

ATTEST:

City/County Clerk/City Clerk

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

No persons will be displace or relocated due to the construction of the proposed project.

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Council Grove, Kansas on the 6th day of April, 2021.

	City of Council Grove, Kansas	4-6-2021
Signature -- Chief Elected Official	Jurisdiction	Date

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: Council Grove, KS; Pendign

Project Location: 117 & 119 W.Main, Council Grove, Kansas

Project Description: 1 LS Contractor mobilization/demobilization/bonding, 126 SF remove existing & install new windows, 102 sf remove existing & install new doors, 198.5 sf refurbish windows (historic windows), 50 LF repair/waterproof and repaint cornice, 6,000 sf repoint brick masonry, 451 sf glazing and entrance doors storefront, 497 sf remove paint & seal brick masonry, 2,100 sf repair cement stucco (rebuild masonry wall as required), 3,990 sf new EPDM upper roof, 734 lf flashing, 24 sf skylights (6 replacement at existing locations), 286 lf gutter & downspout (50 lf of gutter, 60 lf of downspout & fittings), 1,550 lf structurally stabilize roof (with engineered lumber), 2,525 sf regrade alley/ADA parking stall, 400 sf exterior wall cladding at south wall. Alternates: 1,001 sf new EPDM roof & walking surface on low roof, 13 rise egress stairs at south #1 (exterior steel stair system & guard rail system), 9 rise egress stair at south #2 (restoration & repair of exterior stair system with guard rails), 9 rise egress stair at north #1 (new wood frame stair of approximately 9' of floor to floor rise), 9 rise egress stair at north #2 (interior stair system with hand rail), 40 lf exterior fall protection for windows, 2,068 sf fire rating on egress corridors, 17 devices fire alarm system. The estimated project cost is \$566,886.00 with the grant request for \$250,000.00 and local costs of \$316,886.00. No persons will be displaced or relocated due to the construction of this project. No major environmental effects are expected. Pedestrian and possible traffic barriers will be located in front and behind the building location to protect workers as well as the public. Project can be completed within the CDBG time frame.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(___)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(3)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

<p><u>Debi Schwerdtfeger, Mayor</u> Chief Elected Official (print name/title) <u>41-6-2021</u></p>	<p>_____ Chief Elected Official's Signature</p>	<p>tion Application</p>
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Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information		Indicate whether this is an Initial Report <input checked="" type="checkbox"/> or an Update Report <input type="checkbox"/>
1. Applicant/Recipient Name, Address, and Phone (include area code): City of Council Grove, Kansas, 205 N. Union, P. O. Box 313, Council Grove, KS 66846 620-767-5417		2. Social Security Number or Employer ID Number: 48-6027477
3. HUD Program Name CDBG Small Cities		4. Amount of HUD Assistance Requested/Received \$250,000
5. State the name and location (street address, City and State) of the project or activity: 117 & 119 W. Main, Council Grove, KS		

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Shawn & Nicky Tiffany - Building Owner	Letter of Credit		Const/Arch/Insp/Admin

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Ben Moore Studio, LLC, 513 Leavenworth St, Suite A, Manhattan, KS 66502	82-0711301	Architect Design	\$38,750
Ranson Financial Group LLC, 200 W. Douglas, Suite 600, Wichita, KS 67202		Architect Inspection	\$3,800
		Administration	\$17,000

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy) 04-06-2021
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INTERLOCAL AGREEMENT

This Agreement made and entered into on this _____ day of _____, 2021, by and between the City of Council Grove, Kansas, hereinafter called the "Applicant" and Shawn and Nichole Tiffany, hereinafter called "Sub-Applicant".

Whereas, the Applicant is applying for a Community Development Block Grant from the State of Kansas, and it is the Applicant's desire to relinquish certain responsibilities as allowed by the program and the State Statutes.

Whereas the Sub-applicant will benefit from the grant proceeds and finds it is in the best interest of both parties to assume these responsibilities:

Now, Therefore, the parties hereto agree as follows:

- 1. If funded, the Sub-applicant shall assume all grant responsibilities listed on the subsequent Grant Agreement issued by the Kansas Department of Commerce.
- 2. In addition to the above, the Applicant agrees to retain all financial responsibilities of the grant program, with the understanding that all invoices (financial indebtedness) must be paid through the Applicant's established method.
- 3. Responsibilities not listed on the Grant Agreement, but which the Sub-applicant agrees to carry out on behalf of the Applicant are as follows:

The Applicant also acknowledges, as part of this Agreement, that liability for the grant is wholly within its realm; and the Sub-applicant hereby assumes responsibility to see that all terms listed herein are met with the above exceptions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated above.

CITY OF COUNCIL GROVE, KANSAS
Applicant

Shawn and Nichole Tiffany
Sub-applicant

ATTEST:

ATTEST:

City Council Meeting Minutes
March 16, 2021

WELCOME AND CALL TO ORDER

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Keith Wessel, Mark Brooks and Sharon Haun, Mark Berner, Larry Siegrist. City Attorney Bill Halvorsen and City Administrator Nick Jones were also present. Others attending were Mindy Andres, Marcus Hernandez, Aron Doty, Darci Bowman, Angie Schwerdtfeger, Deidra Knight, Max Byram

PUBLIC COMMENT PERIOD I

Darci Bowman spoke to the Council concerning a water leak that occurred at her business Bowman Interiors. Mrs. Bowman asked the Council for help with her water bill that was high due to the water leak. City Administrator Nick Jones informed the Council and Mrs. Bowman that her water bill was not as high as she originally thought. The total of the bill was \$538.06. and that the City will work with her to make payments on the water bill. Councilperson Mark Brooks let Mrs. Bowman know that the City understands, but the City ordinance states that any water leak on the customers side is the responsibility of the customer. Councilperson Mark Brooks said that the City does allow payments to be made and added to the next moth bill. City Administrator Nick Jones told Mrs. Bowman that the City would contact her and set up the payment plan.

Aron Doty with US D417 spoke to the Council regarding the 2021 High School Prom and requested the use of the Riverwalk Park and Riverwalk Bridge for promenade. Mr. Doty said the school district would have a company setup a tent for the event and the area would be cleaned up the same night. Councilperson Jason Booker made a motion to allow the use of the Riverwalk Park and bridge for the USD 417 Prom. The motion was seconded by Councilperson Sharon Haun. Motion Carried 6 – 0

Aron Doty with USD 417 also spoke to the Council regarding bleachers and concrete for the Ben I. Smith Field. Mr. Doty said the agreement made was that USD 417 would provide the bleachers and the City would provide the concrete for the bleachers. The plans were put on hold because of the pandemic. Mr. Doty said that USD 417 has accepted the invitation to host KSHSAA baseball regionals this year. City Administrator Nick Jones asked the Council to allow himself and the Recreation Advisory Committee to move forward and make the decision on who would complete the concrete work for the City. Councilperson Mark Brooks requested that the Council allow up to \$16,000 be spent on the concrete work at Ben I. Smith Field. Councilperson Mark Brooks made a motion to allow the City Administrator and Recreation Advisory Committee to select a contractor to complete the work at Ben I. Smith Field not to exceed \$16,000. The Motion was seconded by Councilperson Mark Berner.

Motion Carried 6 – 0

CONSENT AGENDA

Councilperson Jason Booker made a motion to approve the Consent Agenda as presented in the packet. Councilperson Sharon Haun seconded the motion. The consent agenda consisted of:

- March 16, 2021 Minutes
- March 16, 2021, to Current Appropriations.
- Cabin Transfer:

Motion carried 6 – 0

OLD BUSINESS

- **CTS Group – Update:**
City Administrator Nick Jones reported the CTS Group was finishing up the meters installs and is on schedule to be done by the end of the month.
- **North Riverwalk Extension – Update:**
City Administrator Nick Jones reported KDOT had approved the redesign of the new North Riverwalk Extension from BG Consultants and that the City is awaiting at start date from Bryant and Bryant Construction.

NEW BUSINESS

- **Community Events Applications:**
 - G.B.O Concert & Beer Garden – Ball Fields/Swimming Pool Park

Max Byram requested the use of Swimming Pool Park for the purpose of having a Beer Garden and Concert for the Glass Blow Open, that would take place from 5pm to 10pm on April 28,2021. A motion was made by Mark Berner to allow the event at the Swimming Pool Park. The motion was seconded by Councilperson Mark Brooks

Motion Carried 6 – 0

- **Santa Fe Trail 200 – Blue Grass Festival – Riverwalk Park:**

Application was pulled as the event has been moved to sometime in October 2021 because the Riverwalk Amphitheater would not be ready for use.

- **Drive in Concert – City Lake:**

Max Byram requested the use of the Caretakers Shack area at the City Lake for the purpose of having a Drive in Concert, that would take place on June 26, 2021 from 6pm to 10pm. A motion was made by Jason Booker to allow the event at the Caretakers Shack area at the City Lake. The Motion was seconded by Councilperson Keith Wessel.

Motion Carried 6 – 0

- **Pride Committee**

- **Resolution:**

Deidra Knight with the Pride Committee asked for the renewal of the Kansas Pride Committee Resolution that is done annually to participate in the program. A motion was made by Councilperson Keith Wessel to approve the renewal of the Pride Committee's Resolution. The motion was seconded by Councilperson Mark Berner.

Motion Carried 6 - 0

- **Spring Clean Up/Madonna Park Landscaping:**

Deidra Knight with the Pride Committee inquired if the City would be willing to do the Spring Clean up as in years past. Mrs. Knight said the dates for household items would be April 19 – 23 and the leaves and brush pickup would occur May 17 – 21. A motion was made by Councilperson Jason Booker to have the Spring Clean up like in years past on April 19 – 23 for household items and May 17 – 21 for leave and brush. The motion was seconded by Sharon Haun. Motion Carried 6 – 0

Deidra Knight also asked the Council if the Pride Committee would be able to landscape the Madonna Park and provided pictures of the proposed landscaping designed by Kris Gant. Councilperson Mark Brooks recommended that the Pride Committee contact DAR, as they have been taking care of the landscaping around the Madonna Statue. Mrs. Knight and Mrs. Schwerdtfeger said they would reach out to DAR. A motion was made by Councilperson Jason Booker to allow the landscaping and for the Pride Committee to work with the DAR. The motion was seconded by Councilperson Sharon Haun. Motion Carried 6 – 0

- **Recreation Committee Recommendation:**

Mayor Debi Schwerdtfeger appointed Remy Marsteller, Kohin Swalley, Camryn Frazier, Casaiia Mullen, Drew Buchman, Ethan Lif, Cienna Good, Dax Myers, and Ella Kirk to Concession Workers at a pay rate of \$7.69 per hour. Mayor Debi Schwerdtfeger asked the Council for a motion to approve her appointments. Councilperson Mark Brooks made a motion to approve the appointments made by Mayor Debi Schwerdtfeger. The motion was seconded by Councilperson Jason Booker. Motion Carried 6 – 0

- **Police and Fire Committee Recommendation:**

Mayor Debi Schwerdtfeger read the recommendation from the Police and Fire Committee to promote Hunter Burger from Class B officer to Class A officer at a payrate of \$18.32 per hour. Officer Burger has completed his 6 month probationary period and has shown the necessary aptitude for promotion from Class B officer to Class A officer. Mayor Debi Schwerdtfeger asked for a motion to approve the promotion. Councilperson Keith Wessel made a motion to approve the promotion of Hunter Burger to Class A officer. The motion was seconded by Councilperson Mark Berner. Motion Carried 6 – 0

- **Streets and Parks Committee Recommendation:**

Mayor Debi Schwerdtfeger presented the recommendation from the Streets and Parks Committee to the Council to purchase a 2014 Dodge 2500 4x4 from Schwerdtfeger Auto in the amount of \$19,500. The purchase would replace the 2002 Dodge 1500 that continues to have mechanical issues. Both the City Mechanic and Bachura Automotive have recommended the replacement of

the truck. A motion was made by Councilperson Jason Booker to purchase the 2014 Dodge 2500 4x4 from Schwerdtfeger Auto in the amount of \$19,500 from equipment reserves. The motion was seconded by Councilperson Larry Siegrist. Motion Carried 6 – 0

GOVERNING BODY COMMENTS

- Councilperson Jason Booker – None
- Councilperson Mark Berner – None
- Councilperson Keith Wessel – None
- Councilperson Mark Brooks – Asked the Council to extend the days for the Gun Fight on the Riverwalk to Thursday thru Saturday.
- Councilperson Larry Siegrist – None
- Councilperson Sharon Haun – None
- City Attorney Bill Halvorsen – None
- City Administrator Nick Jones – informed the Council that the split rail fence at Riverwalk Park was removed and large limestone rocks have been put in place. City Administrator Nick Jones also informed the City Council that Jay Troxell has offered to allow a camera to be mounted on the rear of Tiptoz Dance Studio to help with security concerns in Riverwalk Park.
- Mayor Debi Schwerdtfeger – informed the City Council that a group has requested that the City allow open containers in the 300 block of downtown Council Grove. City Administrator Nick Jones is going to check with the City Attorney and City Inspector about the legalities regarding the request.

ADJOURNMENT

Councilperson Keith Wessel made a motion to adjourn. Councilperson Larry Siegrist seconded the motion. Motion carried 6 – 0

Debi Schwerdtfeger _____ Mayor

ATTEST:

Nick Jones _____ City Administrator

Application for Cabin Site Transfer
COUNCIL GROVE CITY LAKE

Site Number: R02 Date: 02/14, 2021

John W. Slocombe and Bonita A. Slocombe
Name of Transferee: Trust dated June 29, 2017

Address: 4291 McDowell Creek Rd

City: Manhattan State KS Zip Code 66502

Telephone Number: (785) 532-9777

Name of Transferor: Steven & Tressa Green

=====
OFFICE USE ONLY BELOW THIS LINE
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Septic tank checked: March 22, 2021

The above application is approved:

this 30th day of March, 2021

Signed James Mast
Building Inspector

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

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

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

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 14th day of February 2021, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and John W. Slocombe and Bonita A. Slocombe Trust dated June 29, 2017, 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 R, Lot R - 2, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

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

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

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

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

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

terms and conditions set forth herein, the Leased Premises.

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

c. As a part of the grant of the Leased Premises, if Leased Premises 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: John W. Slocombe
4291 McDowell Creek Rd.
Manhattan KS 66502

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:

John W. Strome
Primary Leaseholder

Benita A. Strome
Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

4291 McDowell Creek Rd

Manhattan KS 66502

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

168 East Shore Dr.

Council Grove KS 66846

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS: Steven R. Green and Tressa V. Green, husband and wife, the undersigned grantors, in consideration of Ten Dollars and other valuable consideration do GRANT, TRANSFER AND DELIVER unto, The John W Slocombe and Bonita A. Slocombe Trust dated June 29, 2017, John W. Slocombe and Bonita A. Slocombe, trustees, the following described property to wit:

The lease to Lot R-2 Final Plat, Council Grove Lake Park Section R, Morris County, Kansas as well as lake home and related improvements and other miscellaneous items remaining on the premises as of the date of closing, plus the water well and equipment, septic system, and all buildings.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels to the John W. Slocombe and Bonita A. Slocombe Living Trust dated June 29, 2017, and the said grantors hereby covenants with the said grantee that it is the lawful owner of said goods and chattels; that they are free from all encumbrances; it has right to convey the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand this 13th day of February, 2021.

Steven R. Green

Steven R. Green

Tressa V. Green

Tressa V. Green

STATE OF KANSAS COUNTY OF JOHNSON.

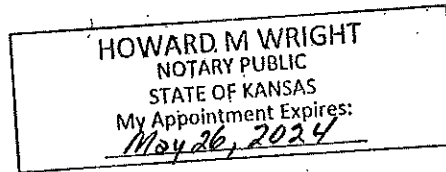
Be it remembered on this 13th day of February 21, 2021, before me, the undersigned at Notary Public in and for the County of Morris and State of Kansas came Steven R. Green and Tressa V. Green who are known to me the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Howard M. Wright

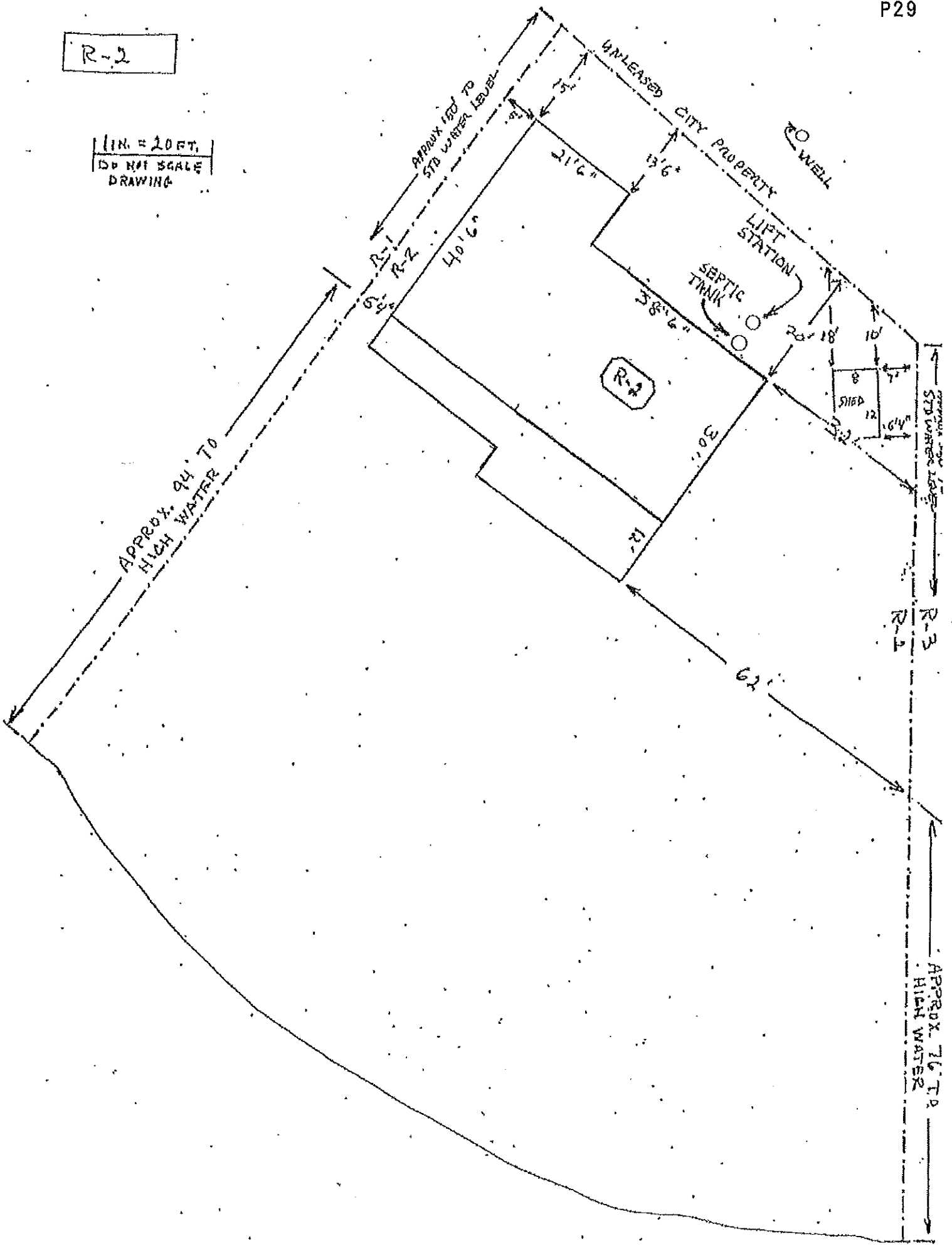
Notary Public

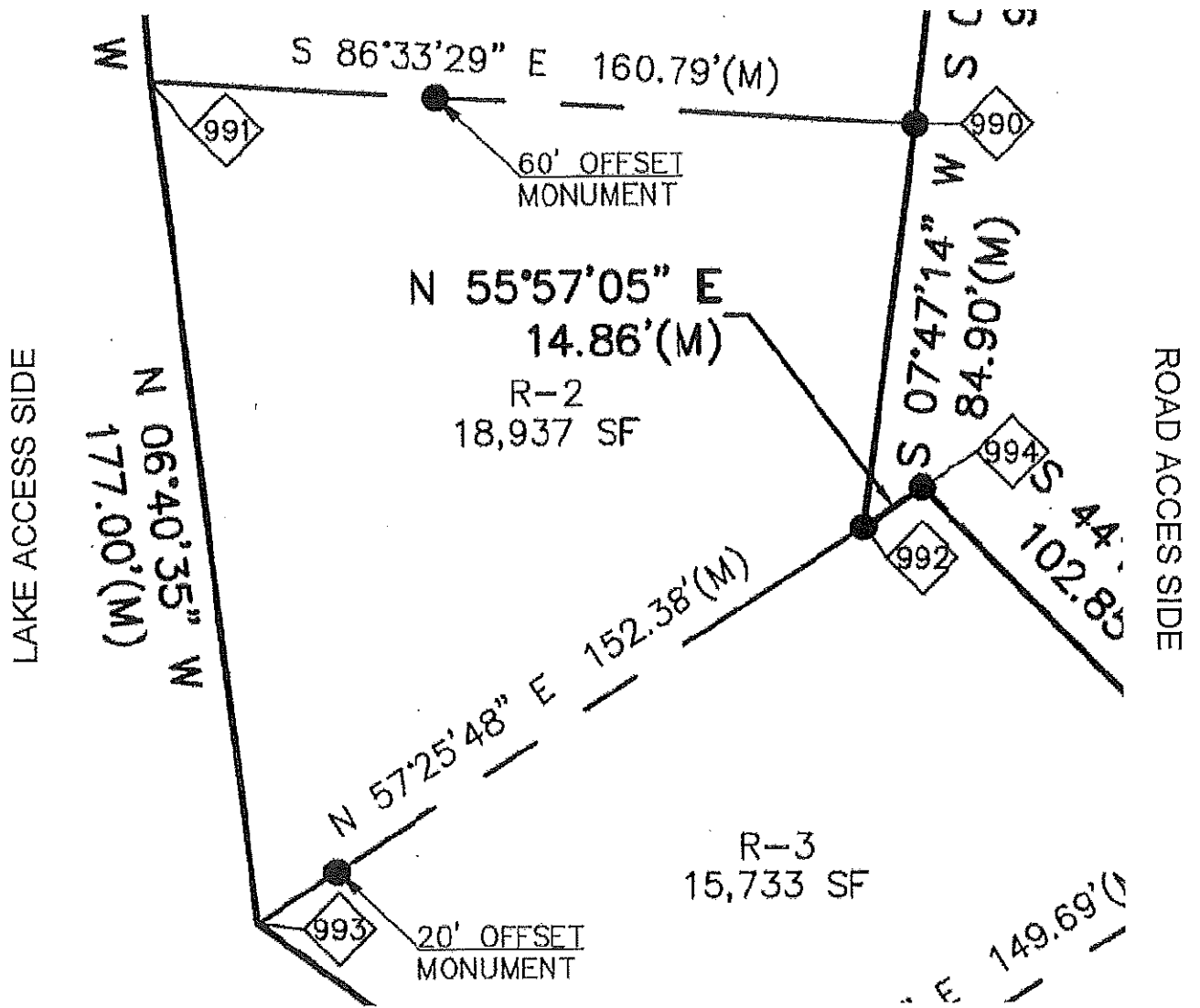
Appointment expires 5/26/2024



R-2

1 IN. = 20 FT.
DO NOT SCALE
DRAWING





BOUNDARY CORNER COORDINATES					
◇	NORTHING	EASTING		LATITUDE	LONGITUDE
	983	127703.2325	1726321.5346	N38.67486506	W96.54991670
	984	127626.8232	1726373.9859	N38.67465299	W96.54973729
	985	127621.1119	1726346.7307	N38.67463851	W96.54983306
	986	127587.7744	1726187.8613	N38.67455397	W96.55039131
	987	127677.3418	1726139.5861	N38.67480198	W96.55055535
	988	127526.3988	1726372.7615	N38.67437734	W96.54974721
	989	127524.0350	1726194.9429	N38.67437867	W96.55037008
†	990	127430.3869	1726361.3133	N38.67411426	W96.54979269
†	991	127440.0397	1726200.8169	N38.67414781	W96.55035422
†	992	127346.2732	1726349.8104	N38.67388384	W96.54983769
†	993	127264.2425	1726221.3947	N38.67366428	W96.55029201
	994	127354.5954	1726362.1260	N38.67390615	W96.54979410
	995	127280.9689	1726433.9402	N38.67370086	W96.54954673
	996	127201.9267	1726306.8256	N38.67348945	W96.54999632
	997	127327.7243	1726509.2730	N38.67382591	W96.54928029
	998	127269.2681	1726558.3228	N38.67366327	W96.54911179
	999	127186.9346	1726428.0668	N38.67344296	W96.54957257
	1000	127112.3970	1726638.8105	N38.67322906	W96.54883872
	1001	127129.4531	1726474.1143	N38.67328313	W96.54941454
	1002	127019.1361	1726636.4864	N38.67297313	W96.54885210
	1003	127030.6780	1726447.3401	N38.67301313	W96.54951384
	1004	126931.1664	1726611.2610	N38.67273273	W96.54894537
	1005	126892.7803	1726437.0235	N38.67263501	W96.54955771
	1006	126934.3245	1726624.8141	N38.67274080	W96.54889773
	1007	126903.2862	1726639.6300	N38.67265494	W96.54884759
	1008	126803.4787	1726461.0996	N38.67238879	W96.54947840
	1009	126947.2225	1726718.0695	N38.67277211	W96.54857043
STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET			LATITUDE & LONGITUDE DECIMAL DEGREES		



205 Union
P.O. Box 313
Council Grove, Ks. 66846

City Hall Phone (820) 787-5417
Water Dept. Phone (820) 787-5321
Fax (820) 787-6749

Jeremy Thibodeau
(Melany Ink)

Community Events Applications

- 1. NAME Council Grove Disc Golf Club
ADDRESS 1209 G AVE
- 2. DATE OF EVENT 4/25, 28, 29 & 30
TIME OF EVENT 6:30 - 6:30
- 3. A SECURITY PLAN. ATTACH TO FORM
- 4. A PLAN FOR HOW AND WHEN THE PREMISES WILL BE CLEANED UP
ATTACH TO FORM.
- 5. IS ENTRY TO THE EVENT OR TEMPORARY ENTERTAINMENT DISTRICT IN
RESTRICTION TO INVITED GUESTS OR OPEN TO THE PUBLIC.
Open to public
- 6. IDENTIFY THE ON-SITE SUPERVISOR OF THE SPECIAL
EVENT Jeremy Thibodeaux & Jared Ink &
Melany Ink / Brian Shintaku
- 7. THE NAME AND ADDRESS OF ANY ADJACENT BUSINESSES WHICH ARE TO
BE INCLUDED IN THE EVENT AREA OR TEMPORARY ENTERTAINMENT
DISTRICT. ATTACH TO FORM
- 8. 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. ATTACH TO FORM

Melany Ink
Applicant's Signature

3/20/21
Date

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

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

City Clerk/City Administrator

Date

1. Security Plan

- There will be parking attendants for the parking security from 6:30 am – 6:30 pm.
- There will be security located at all entrances to the soccer field if we are able to hold the event and drinking portion on the field. I feel if we can, that will help assist with the enforcement of no underage drinking.

2. Clean Up

- Clean up will be daily throughout the event and after at 6:30.
- The evening event on the 28th clean up will be throughout as much as possible then final clean up the next morning.

Parking

Parking

Tball

Tball

1111 177

1111 177

1111 177

Ball Field

Ball Field

Ball Field

Parking

Parking

Parking

Ball Field

Track

Parking

Parking

Pool

Picnic Table

Valley St

* The plan is for parking to be similar to parking during base ball/soft games.



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

Sales Tax Committee Recommendations

Council Grove/Morris County Chamber of Commerce & Tourism: Requested \$20,000 in sales tax grant funding. The Sales Tax Grant Committee voted to recommend the approval of the grant request for \$20,000 from sales tax grant funds to the City Council.

Washunga Days Committee: Requested \$19,000 in sales tax grant funding. The Sales Tax Grant Committee voted to recommend the approval of the grant request for \$19,000 from sales tax grant funds to the City Council.

Council Grove Pride Committee: Requested \$10,000 in sales tax grant funding. The Sales Tax Grant Committee voted to recommend the approval of the grant request for \$10,000 from sales tax grant funds to the City Council.

Council Grove Rotary: Requested \$6,000 in sales tax grant funding. The Sales Tax Grant Committee voted to recommend the approval of the grant request for \$6,000 from sales tax grant funds to the City Council.

Historic Preservation Corporation: Requested \$20,000 in sales tax grant funding. The Sales Tax Grant Committee voted to NOT recommend the approval of the grant request for \$20,000 from sales tax grant funds to the City Council.

Total of Sales tax Funds for 2021 - \$88,000

1st Quarter total of request recommended to City Council for final approval - \$55,000.

City of Council Grove
Sales Tax Grant

Amount being Requested \$ 20,000.00

Organization Name Council Grove/Morris County Chamber of Commerce & Tourism

Address 207 W. Main Council Grove, KS 66846
Street City State Zip

Contact Person's Name Susan Harris

Contact Person's Phone Number 620-767-5413

Anticipated Project Period: from 01 JAN 21 to 31 DEC 21

Are you requesting an exemption from the one year limit on money usage? —

Is this organization tax-exempt? Yes, 501c6

Total Project Cost \$ _____

Explain how applicant is providing their 20% portion of grant. membership dues, lodging tax and fundraising

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 STE Harris Date 23 MAR 21

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.



COUNCIL GROVE/MORRIS COUNTY
CHAMBER OF COMMERCE & TOURISM

207 West Main Street – Council Grove, KS 66846

PH: 620-767-5413

Email: chamber@councilgrove.net

Website: www.councilgrove.com

March 23, 2021

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

Dear Committee Members,

The Council Grove/Morris County Chamber of Commerce & Tourism respectfully requests consideration for the City Sales Tax Promotions Grant for 2021.

1. Geographic Area to be served.

We promote to people traveling from all over the region, state, across the United States, and other countries to visit Council Grove and Morris County.

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

Each year we have numerous visitors from all over Kansas, the United States, and even from outside of the country. While visiting our historic sites and taking advantage of our recreation, they are eating in our restaurants, staying in our lodging facilities, buying gas for their vehicles, and shopping in our area businesses. As the Chamber is the hub of information for all the visitors, such as referrals to restaurants, shopping, and recreational activities, this grant allows us the opportunity to promote Council Grove and support our local businesses, which helps bring in more revenue to the City Sales Tax Fund.

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

It is our goal that by bringing more people to the area to visit and/or live they will do their shopping in Council Grove, thereby increasing the sales tax revenue. This will also help our local businesses thrive and possibly

encourage businesses to expand or have new retail businesses come to town. Hospitality and friendliness go a long way in making an impression on visitors and how long they stay in a community and how much they spend.

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

We feel that the community understands the importance of the Chamber office and of the work the Chamber does. It helps that our community members know what is going on when they invite their friends and family to visit Council Grove. Our office works together with the City of Council Grove including the City Recreation Department, USD 417 schools, and local organizations to promote goodwill within our community and support one another's events. This last December businesses, individuals, and churches purchased \$30,000.00 in chamber gift certificates. The gift certificates can be used at the businesses that are members of the chamber of commerce. To compare, the chamber sold \$40,696.00 for 2016 through 2019 and the chamber sold \$35,675.00 for 2020. Those numbers reflect the increasing loyalty and support of the community to assist the businesses in Council Grove and Morris County. The chamber was the vehicle used to make this happen.

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

We will be able to continue to market Historic Council Grove, local commerce, and all the recreation opportunities that are available. We work with groups to develop itineraries for their group tours and find tour guides. We go to Travel Shows, promoting Council Grove to group tour leaders, travel writers, and bloggers. We research and determine the best advertising opportunities to utilize the marketing dollars. Write press releases and articles to promote our community.

Special events bring people from across the region to Council Grove such as SethFest, Washunga Days, Ladies Night Out, Evening on the Riverwalk, and Candlelight Charm. In 2021, we have added a *NEW* monthly event which will be modeled after the popular "First Friday" event all over. Our goal is to bring a concentrated effort in bringing in both tourism and locals to shop at Council Grove while encouraging businesses to have extended hours and specials during that once-a-month event time to boost local commerce and sales tax monies.

The Chamber Visitor Center is open from 9 – 5 PM Monday – Friday during the winter season and our *NEW* hours starting March 2021, are Tuesday – Saturday during the tourism season months. The Chamber has a very informative website, however, it is continuously needing updating and revitalized, along with continued efforts to maintain an active social media presence.

The Chamber has 15 billboards across the state promoting Council Grove and they also need updating and refreshing continually. We mail out

visitor packets and relocation packets all over the country when prospective visitors and residents request information as well.

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

The primary goal of the Chamber & Tourism office is to promote the area we serve. Although we serve all of Morris County the primary beneficiary of our services is Council Grove. Your local Chamber & Tourism office has been the cornerstone of Council Grove area promotion and your assistance in funding these activities is crucial to our success.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Harris". The signature is written in a cursive style with a large initial "S".

Susan Harris
Council Grove/Morris County Chamber of Commerce & Tourism

City of Council Grove
Promotions Grant

Amount being Requested: \$19,000

Organization Name: Washunga Days

Address: 701 N. Union Council Grove, KS 66846

Contact Person's Name: Susan Harris

Contact Person's Phone Number: 620-767-5413

Anticipated Project Period: from 4/1/21 to 6/24/21

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

Is this organization tax-exempt? Yes

Total Marketing Project Cost: \$24,000 Requested from City: \$19,000

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

Council Grove/Morris County Chamber of Commerce & Tourism 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, 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.

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 grand monies if the Governing Body of the City of Council Grove deems 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 vendors can be accomplished.

Signature S R Harris Date 23 MAR 21

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.

Dear City of Council Grove,

On behalf of the Washunga Days Committee, I would like to ask for marketing assistance for the 2021 Washunga Days festival through the City of Council Grove Promotions Grant. We know that Washunga Days would not have been successful in past years without your assistance for marketing and promoting the event.

Below is information about Washunga Days and rationale for needing the help of the Promotions Grant.

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 the 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. The Committee has also partnered with a local company, Story Media Company, for design and implementation of

promotional materials and assets giving us the tools for a wide variety of successful multi-channel marketing efforts.

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, 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? 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.

Sincerely,

Susan Harris

Washunga Days Committee/Council Grove/Morris County Chamber of Commerce & Tourism

City of Council Grove
Promotion Grant

Amount being Requested \$ 10,000.00

Organization Name CG PRIDE

Address 207 West Main Council Grove KS 66846
Street City State Zip

Contact Person's Name Deidre Knight

Contact Person's Phone Number 785.342.5751

Anticipated Project Period: from 4/1/2021 to 4/1/2022

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

Is this organization tax-exempt? No

Total Project Cost \$ 26,600.00

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

CG PRIDE has \$5,000 in funds for the project and will be writing grants for the remaining amount from area foundallons.

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 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.

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.

- 1- Geographic Area served: The area to be served specifically for West and East Main Street but, it will benefit all citizens of Council Grove by presenting a positive aesthetic to visitors and potential residents.
- 2- How the grant will benefit the community: The funds will be used to purchase new flower planters and trash cans for the East and West Side of Main street, as well as landscaping for the Madonna of the Trail park. The beautification of these areas will result in a polished presentation of the community, leaving visitors and potential residents with a positive impression of the town.
- 3- Problems this grant will solve: The current planters and trash cans on Main Street have been in use for 17-25 years and are no longer functional. These funds will be used to replace these units and pull together the appearance of the surrounding building facades, light poles and benches. The Madonna of the Trail is a huge focal point of the town. The City started the clean up efforts on the area surrounding the entrance to the park, the flagpole and marker, last fall. CG PRIDE's plans to add drought tolerant, low maintenance plants is the completion of the City's efforts.
- 4- Local Support: Local support for this project is very strong. The CG PRIDE group and the volunteers that help CG PRIDE are very active. CG PRIDE also has a solid history of support from local businesses and foundations. We anticipate that support will continue to be enthusiastic.
- 5- How will grant be used: The funds for this grant will be used to purchase planters, trash cans and landscaping plants and materials.
- 6- Additional information: We will be applying to other local foundations and grant sources for the funds to complete this project. However, we are asking the Sales Tax Grant committee for the bulk of the fund since the items we are purchasing are technically items a city would purchase. It is our feeling that we are helping mitigate the cost by putting this project under the umbrella of the PRIDE group.



Global Industrial™ Outdoor Steel Slatted Recycling Can With Multi-Stream Lid, 36 Gallon, Black

Item #: T9F237726BK

★★★★★ (26)

Enter [zip code](#) for delivery date estimate



Trash Cans \$350-\$390 each



Planters \$350-\$500 each

Drop & Grow Insert



Item	Cost	Qty	Total
Trash Cans	\$350.00	25	\$8,750.00
Planters	\$400.00	36	\$14,400.00
Madonna Park	\$2,000.00		\$2,000.00
Shipping est	\$1,500.00		\$1,500.00
Total Budget			\$26,650.00
CG Pride funds			-\$5,000.00
City Sales Tax			-\$10,000.00
CG Area Foundation			-\$3,500.00
Young Trust			-\$3,500.00
TCT Grant			-\$2,000.00
Nystrom			-\$885.00
Hylton			-\$885.00
Trembly			-\$885.00
Total Funding			\$26,655.00

City of Council Grove
Sales Tax Grant

Application must be filled out completely to be considered.

Amount being Requested \$ 6,000

Organization Name Rotary - Council Grove

Address Council Grove, KS 66846
Street City State Zip

Contact Person's Name Monica Simecka and Cody Catlin

Contact Person's Phone Number (785) 633-6463 and (785) 556-2580

Anticipated Project Period: from current to completion (aim is by this summer 2021)

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

Is this organization tax-exempt? Yes

Total Project Cost \$ 31,770.29 / \$26,770.29 Remaining

Explain how applicant is providing their 20% portion of grant. Rotary (local) spent funds to purchase the (year estimated) 1877 Peter Schuttler Wagon which is believed to be more likely to have been on the Santa Fe Trail than the current farm wagon by the bridge.

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 Monica Simecka Date 3/22/21

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

Please answer all questions on the next page to complete the Application.

Rotary Club – Council Grove
Council Grove, KS 66846
Cody Catlin, President
Monica Simecka, Grant Writer

March 22, 2021

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

Dear Committee Members,

Rotary club of Council Grove asks for consideration of \$6,000 in the City Sales Tax Promotions Grant for 2021 for a project the Rotary Club is working on.

1. Geographic Area to be served.

The local Rotary has purchased what is believed to be an authentic Peter Shuttler Wagon which was believed to be one of the wagons that ran along our very own Santa Fe Trail. The local Rotary's aim is to enhance local history and appreciation of the Santa Fe Trail that ran along the ground beneath our feet. Council Grove will be featured by having this wagon, under a protective structure, on display on our main street for all locals and visitors to enjoy. It is highly likely this wagon will end up on social media, increasing the geographic exposed / served area. It can be a highlight people will be proud to promote and show off, including visitors and their social media followers.

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

Our goal would be to bring people from all around to see this wagon, which will promote our history and our amazing town. We hope this will help support tourism efforts and enhance revenue to the City Sales Tax Fund. The wagon will benefit the community as a physical asset to show off our area history and assist in telling our story of our significance of the Santa Fe Trail here. It will paint a picture of what travelers along the Santa Fe Trail would have used in that time to haul their goods along the trail. The ironic part is using this wagon to show how people back in those days of traveling along the Santa Fe Trail and how they made commerce work for them with the transportation they had available, will ultimately attract people to Council Grove to support our current commerce and good sold by local businesses and restaurants. This seems to be the perfect full circle approach to promoting Council Grove.

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

The word problem may not be the proper word, as what we truly want to accomplish is adding this physical piece of history that will assist in attracting more people to come visit our town. In addition, having something of historical significance on display helps attract people driving by to stop, on a whim, and enjoy time here. In displaying this historical wagon, we must protect it from the weather elements by providing a structure to protect it. This added structure in the location we are targeting, is where additional funding is needed to accomplish this wagon display. We have figures of approximate cost of adding hoops and canvas to the wagon, moving the current veteran’s memorial and building the protective structure for the wagon.

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

There is widespread enthusiasm for this project and therefore, we are applying to multiple grant sources including, but not limited to: sales tax grant, Young, Nystrom, Trembly, Hylton and Area Foundations. This year being the Santa Fe Trail 200, we feel it would be great to get this accomplished by this summer so as many people can enjoy it as possible while traveling through the area.

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

The grant money would be used to help cover costs of moving the current veteran’s memorial over by the tank, building the protective structure and adding the hoops and canvas to the wagon.

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

Here is the financial break down of money needed:

Wagon purchased	\$5,000	Complete
Veterans memorial relocated	\$2,500	
Structure Built (example attached)	\$23,070.00	
Hoops and Canvas added	\$1,200.29	
Grand Total Estimated	\$31,770.29	

<u>Remaining Total</u>	<u>\$26,770.29</u>
<u>City Sales Tax Award Request</u>	<u>\$6,000</u>
<u>Remaining Total – other grant asks</u>	<u>\$20,770.29</u>

Thank you for your consideration.

Sincerely,
 Monica Simecka, writing for Rotary Club of Council Grove



Peter Schuttler Wagons

Research done by Mark Brooks

Below is some information that I have found on Schuttlers wagons. Many of the Illinois wagons that the "Border Star" reported were shipped to the Missouri border for use in the Santa Fe Trade were undoubtedly Peter Schuttler wagons. A native German, Schuttler set up shop in Chicago in 1843, fourteen years later, his shop had grown into a factory with one hundred hands turning out 120 wagons a month. The Schuttler freighter saw heavy usage on various routes. Schuttler advertised his "Waggons for the Plains" in a Colorado gold rush guidebook published in Chicago in 1859. And he had another advertisement for his Chicago Manufactory in the "Illinois State Business Directory," 1860, proclaiming he had "the largest and best stock of Wagons in the West." More importantly, this latter as listed some of the sizes of wagons with 3.75- or 3.5 inch boxes; nut skein wagons with 3.5- or 3.75 inch boxes; and linchpin wagons with 3.75 inch box. The Pueblo, Colorado, wagon shop of Hyde & Krestschmer carried Schuttler wagon in 1872. By 1877, Schuttler's freight wagon were large square-box variety.

I've looked into the prices to "outfit" this wagon with hoops and Duck (Canvas)

1. 5 bows- not sure on the size yet, but the largest bows per set of 5 will be - \$260.77
2. Metal bow clips-if needed 5 sets of 4 at \$13.60 each will be - \$68.00
3. Canvas Duck- not sure on size but a 10' 9" X 13' would be- \$469.95
4. Hand forged canvas hooks may need 14 X \$5.20 would be -\$72.80

Estimate of \$1,200.29

**Relocation costs associated with the
Veterans Memorial**

Research done by Nick Jones

Estimate: \$2,500.00

Protective Structure Built

Research and estimate done by
Taylor Adams at Adams Lumber

Estimate: \$23,070.00

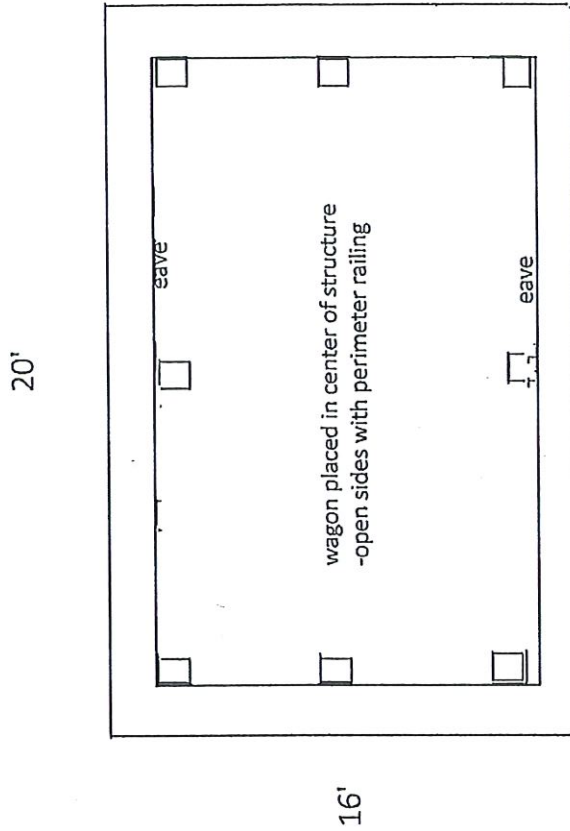
***See hard copy provided for details**

3/17/2021

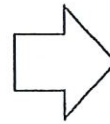
RE: Covered Wagon Pavilion
Council Oak Park
Propsective Drawing
CG ROTARY CLUB
Note: drawing NOT to scale



- 24" ROOF OVERHANGS
- 5" THICK CONCRETE SLAB WITH VAPOR BARRIER BELOW
- TIMBER FRAMED EXPOSED ROOF TRUSSES
- 6X6 HEM FIR POSTS SET ON BRACKETS
- 10' ON CENTER POST SPACING AT EAVES & 8' GABLE END POST SPACING
- 2X6 TONGUE AND GROOVE EXPOSED ROOF DECKING
- STANDING SEAM 40 YEAR PAINT METAL ROOFING
- OR ASPHALT SHINGLES



main street (56 HWY)



POTENTIALLY
USE DIMENSIONAL TRUSSES
AND INSTALL 2X6 TONGUE AND
GROOVE DECKING AS CEILING
SOFFIT (LESS MAINTENANCE
FROM BIRDS NESTING)

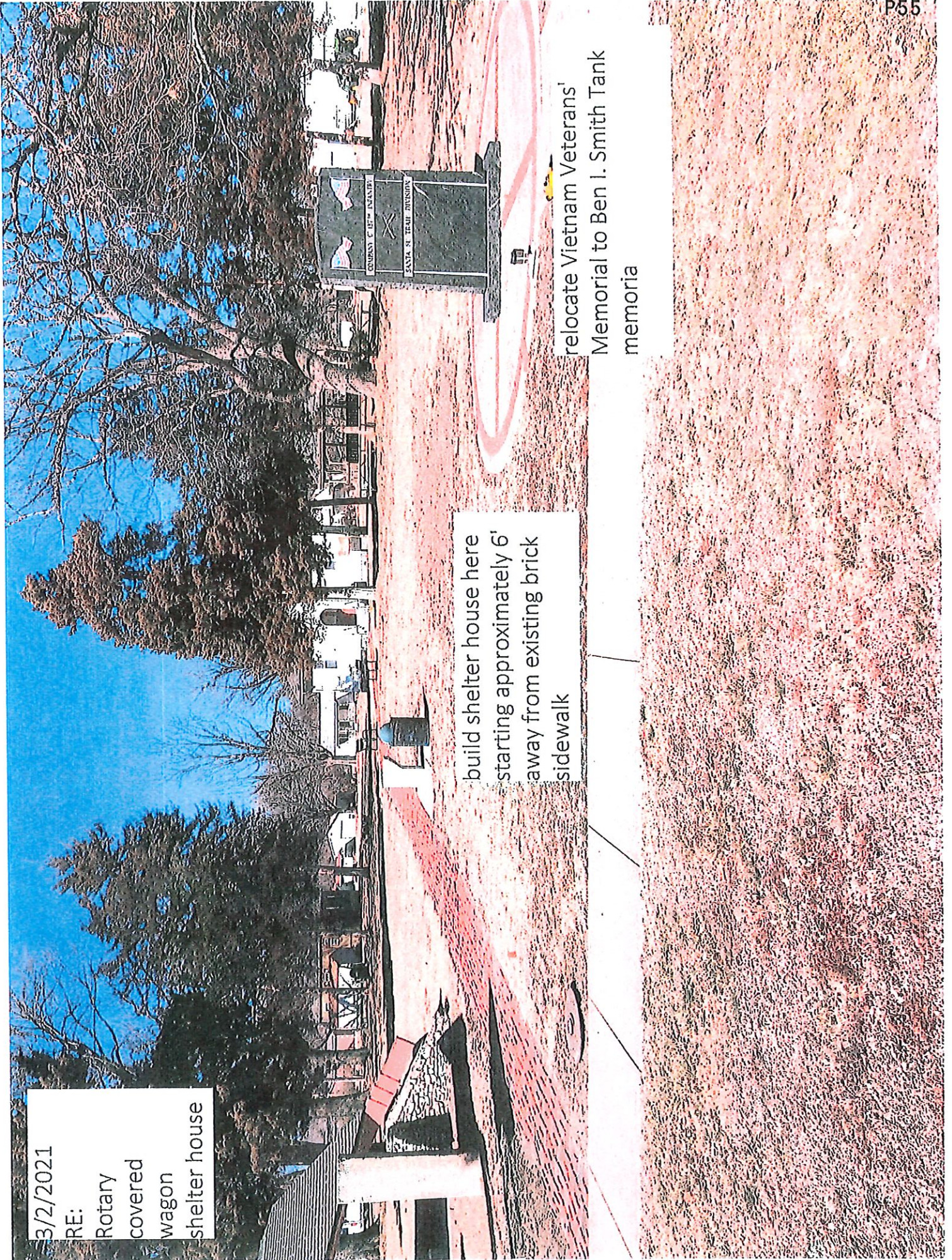


3/2/2021

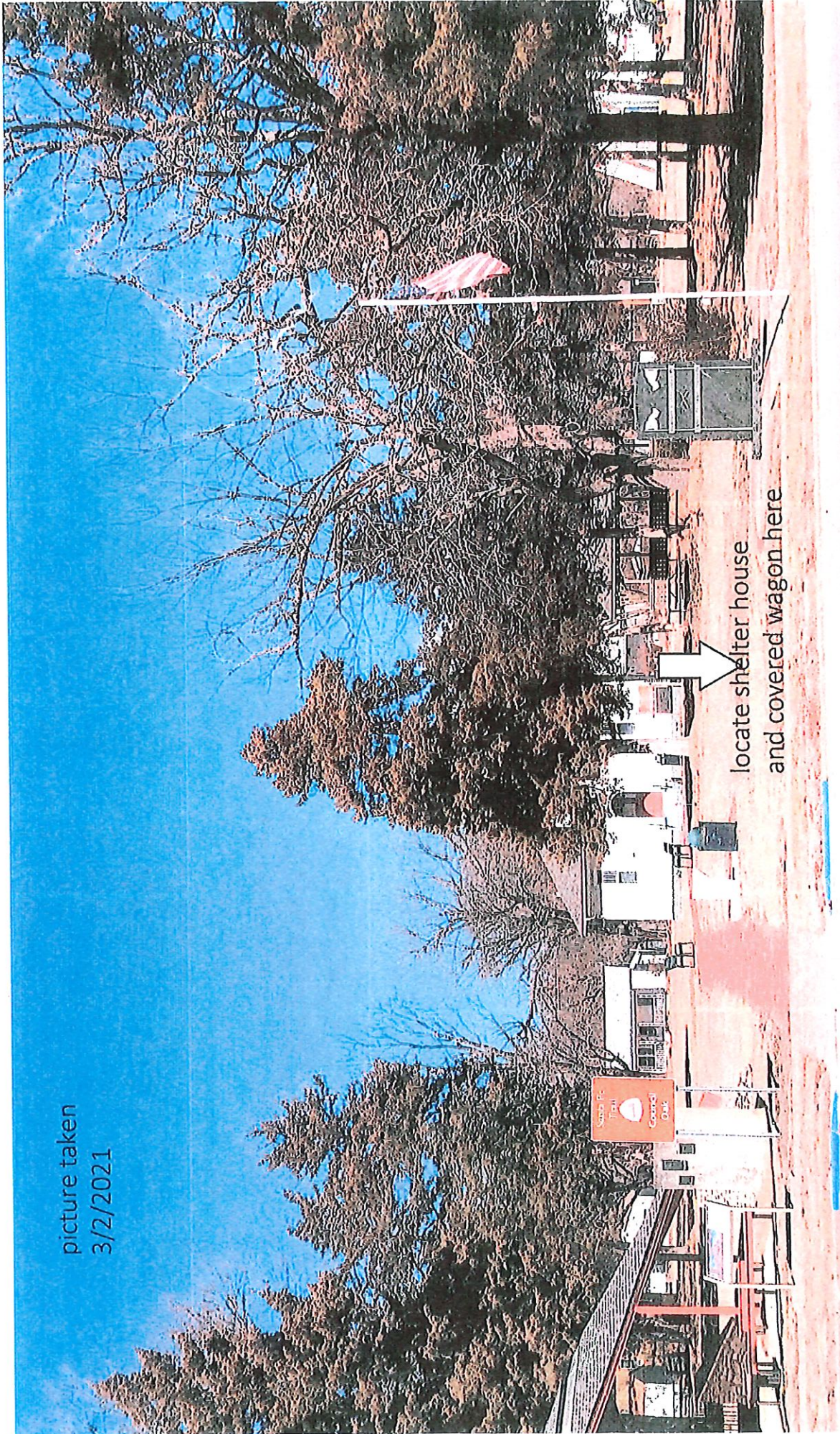
RE: Rotary covered wagon shelter house

build shelter house here starting approximately 6' away from existing brick sidewalk

relocate Vietnam Veterans' Memorial to Ben I. Smith Tank memoria



picture taken
3/2/2021



City of Council Grove Promotion Grant

Amount being requested: \$20,000

Organization Name: Historic Preservation Corporation

Address: 803 West Main Street, Council Grove, KS 66846

Contact Person's Name: Shirley McClintock

Contact person's phone Number: (620) 767-7986

Anticipated Project Period: from June 2021 to June 2022

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

Is this organization tax-exempt? Yes, The Historic Preservation Corporation is a not-for-profit corporation exempt from income taxes under IRC. Sec. 501(c)(3).

Total Project Cost. \$165,000

Explain how applicant is providing their 20% portion of grant. The applicant will be obtaining about 88% of the project cost. Please refer to the following pages for the details of the applicant's financial plan.

We agree to refund all unused grant monies to the City of Council Grove once the project has been completed. We 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. We 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 Shirley A. McClintock Date: March 22, 2021

Shirley A. McClintock



HISTORIC PRESERVATION CORPORATION

803 WEST MAIN STREET, COUNCIL GROVE, KS 66846

(620) 767-7986 / 2traildays@tctelco.net / www.traildayscafeandmuseum.org

March 22, 2021

City of Council Grove

City Hall

205 North Union Street

Council Grove, KS 66846

RE: Letter of Need for Promotion Grant Request

Dear Ladies and Gentlemen.

1. **Geographic area to be served:** The primary area to be served is Council Grove, but it will include the surrounding communities of the Flint Hills and the State of Kansas.
2. **How will this request benefit the community of Council Grove as a Promotion Grant?** Council Grove and all our rural communities are struggling to survive. We need more attractions to draw people to come and visit and we need to pull together to draw strength from each other. With Council Grove as the location for a center that is telling a story much greater in size than Council Grove, we expand our reach of influence and our importance as a town in the Flint Hills. By helping other communities in the Flint Hills, we build strength for ourselves. We are breaking into new territory never attempted before. This will gain positive recognition for Council Grove. We are already an award-winning Historic Site and we need your help and support to continue on that path.

**PROJECT FINANCIAL PLAN
TRAIL DAYS ARTS & HISTORY CENTER**

Historic Preservation Corporation Special Project Fund-----\$5,000

GRANTS RECEIVED TO DATE:

Bill B. Young Foundation-----\$4,000

John E. Trembly Foundation-----\$2,500

Oscar and Ina Nystrom Foundation-----\$1,500

GRANTS PENDING:

USDA Rural Development Matching Grant-----\$50,000

GRANTS CURRENTLY APPLYING FOR:

Capital Federal Foundation-----\$5,000

City of Council Grove Promotion Grant-----\$20,000

Sunderland Foundation-----\$15,000

Kansas Dept, of Wildlife, Parks & Tourism

Attraction Development Grant-----\$62,000

TOTAL-----\$165,000

PROPOSALS FOR TRAIL DAYS ARTS & HISTORY CENTER

<u><i>Britt Building</i></u> -----	\$45,000
<u><i>Hartman Masonry</i></u> -----	67,000
<u><i>Heating & Air</i></u> -----	15,000
<u><i>Plumbing</i></u> -----	8,000
<u><i>Electrical</i></u> -----	6,000
<u><i>McIver Flooring</i></u> -----	4,000
<u><i>Carpet Tile</i></u> -----	4,000
<u><i>Adhesive</i></u> -----	200
<u><i>Ceramic Tile</i></u> -----	700
<u><i>Stair Lift & Installation</i></u> -----	3,000
<u><i>Stage Curtains</i></u> -----	3,000
<u><i>Sound Deadening & Blackout Window Curtains</i></u> -----	600
<u><i>Digital Screen Paint & Special Roller</i></u> -----	300
<u><i>Picture Railing Molding and Hooks</i></u> -----	400
<u><i>Total</i></u> -----	\$157,200
<u><i>Shipping, Misc. & Contingency</i></u> -----	7,800
<u><i>Grand Total</i></u> -----	\$ 165,000

**ORGANIZATIONAL BUDGET
TRAIL DAYS ARTS & HISTORY CENTER**

RECEIPTS:

Admission Fees-----	\$9,000
Fundraising Events & Donations-----	\$6,000
Grants-----	\$7,500
TOTAL-----	\$22,500

EXPENSES:

Utilities-----	\$6,000
Supplies-----	\$3,000
Advertisement & Promotion-----	\$4,000
Maintenance & Repairs-----	\$2,000
Exhibit related costs-----	\$7,500
TOTAL-----	\$22,500

Our goal is to open the Trail Days Arts & History Center in the Fall of 2022.

We have a list of 25 volunteers to provide staff and docents.

We plan to have the Trail Days Arts & History Center open from 1:00 p.m. until 4:00 p.m., Monday through Saturday (closed on Sunday).

The Historic Preservation Corporation budget will cover any expenses regarding insurance, groceries, supplies and other expenses above and beyond this budget.

**YEARLY FINANCIAL PLAN
TRAIL DAYS ARTS & HISTORY CENTER**

ADMISSION FEES:

\$5.00 per person (10 years and older) anticipate 970 persons-----	\$4,850
\$20.00 per family (5 persons or more) anticipate 100 families-----	\$2,000
\$3.00 per person for groups of 10 or more, anticipate 500 persons-----	\$1,500
\$3.00 per person on tour bus, anticipate 40+ persons per bus, 4 buses-----	\$500
\$1.00 per student on school bus, anticipate 30+ students per bus, 4 buses--	\$150
TOTAL-----	\$9,000

DONATIONS:

Donation Jar in Lobby-----	\$1150
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FUNDRAISING EVENTS:

Theme introduction banquet, anticipate 25 persons @ \$100-----	\$2,500
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(This banquet will be related to the themes and those attending will be the first to witness the new exhibits related to the new theme)

Valentine Banquet-----	\$500
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Veterans Day Luncheon-----	\$250
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Children's Theater Production-----	\$800
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Community Theater Production-----	\$800
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TOTAL DONATION & FUNDRAISING-----	\$6000
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EXHIBIT RELATED COSTS, PAID FOR BY GRANTS

2 (3 to 5 min.) films & enlarged photos related to themes-----	\$7,500
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TOTAL-----	\$22,500
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DESCRIPTION OF THE PROJECT

This is an exceptional project. We will be taking a former 1947 grocery store, “Bakers Market”, located on Trail Days Historic Site, Council Grove, KS and converting it into a versatile space for bringing to light the stories hidden in the shadows of the Flint Hills, a landscape unlike anywhere in the world. We intend to do this in gradual alluring installments, to keep an audience coming back for more. This center would seat 100 people. We have 100 stackable chairs that can be removed for exhibits. We have tables that can be set up for serving food. The auditorium will have a stage and a projection screen. We have three lockable showcases for artifacts and artwork (we hope to get more). We will have hanging space in the hall and auditorium utilizing the ceiling and walls, as well as floor space for exhibits.

We plan to bring together and feature:

1. Towns (communities) of the Flint Hills
2. Artists and artisans and their creations
3. “The Flint Hills” (history, landscape, inhabitants, etc.)
4. Periodically changing themes

We have a Task Force that has chosen the following themes:

1. Bison in the Flint Hills
2. Native Americans in the Flint Hills
3. Rodeos in the Flint Hills
4. Cowboys in the Flint Hills

How long an exhibit lasts is fluid and will be influenced by public interest. There will be advance notice of any opening or closing of an exhibit on our website. The Task Force will meet periodically as needed, to choose new themes and do other oversight work under the leadership of Manager, Shirley McClintock.

ARTS & HISTORY CENTER TASK FORCE: (COUNCIL GROVE KS) Shirley McClintock, Manager/Secretary, Trail Days Historic Site/Hist. Pres. Corp.; Mark Lamberson, President, Hist. pres. Corp.; Cheerie Baker ,Council Grove Arts Council; (EMPORIA, KS) Lisa Soller, Curator, Lyon County History Center; (PEABODY,KS) Susan Mayo, teaches at Friends University, performs with the Wichita Symphony and Music Theatre of Wichita; (OSAGE CITY, KS) Jeanette Swarts, Chamber/Tourism Executive Director; (MANHATTAN, KS) Jerry Hutchinson, Co-Owner of Radio Station KHCA.

ARTS & HISTORY CENTER GOALS & OBJECTIVES

1. Create diverse, educational presentations promoting the art, history, and culture of the Flint Hills to the general public.
2. Encourage and bring recognition to artists, poets, photographers, film makers, story tellers, musicians, crafters, historians and other artisans with a connection to the Flint Hills.
3. Seek out towns in the Flint Hills and from bordering communities to be featured in the Trail Days Arts & History Center.
4. Encourage the residents of the Flint Hills communities to work together, to support, learn about and visit each other.
5. Attract more visitors to the area.
6. Contact area school districts to participate in a way that is workable for them in accomplishing our goal of exposing and educating children and youth regarding the art, history and culture of the Flint Hills.
7. Capture the imagination of visitors by using tools, such as theme related puzzle pieces and town related treasures that they get to see and experience when they come. In order to discover the hidden treasures and the full picture of the soul of the Flint Hills, they must return to get more puzzle pieces or find more treasures. We will work out an itinerary with the chosen town and create a treasure map.

EXPECTED OUTCOMES

1. A win, win situation is expected.
 - (a) Visitors will have felt in their own soul a glimpse of one piece of the puzzle, the story of the powerful Bison as they roamed this magnificent land and drank from the waters of the Neosho River, and some hidden treasures, for example, they would have smelled, tasted and touched the yummy cheese or bakery items from Alma, thus they will feel compelled and excited to come back for the next exhibits and awaiting adventures.
 - (b) The featured towns will gain notoriety among the visitors who come to Trail Days Historic Site, from throughout Kansas, the United States, and the world. When the exhibit of the featured town comes to-a-close, its people can carry home their exhibit as a tool for educational and promotional purposes. They will have their treasure map and they will take home a renewed sense of pride in who they are, and the important role they have as a Flint Hills town.

- (c) Residents of the Flint hills, including Council Grove, will have learned a bit more about their Flint Hills neighbors who were featured and will go visit them, and will gain a fresh look and appreciation for the shadows left by the bison on our land and realize how this has settled into our souls and has helped form who we are and how we think. We too will look forward to the next exhibit.
2. As the Flint Hills exhibits unfold and more towns are featured, we anticipate a snowball effect that will create a positive economic impact for gas stations, hotels, motels, restaurants, shops and stores, etc., as well as a positive impact on the quality of life for citizens of the Flint Hills, enticing the public to visit and become a part of our Flint Hills life.
 3. We anticipate that children and youth will visit the Trail Days Arts & History Center. We expect that they will be inspired to appreciate Flint Hills art, history and culture, and that some will participate in creating items related to Flint hills art, history and culture.



Lynda Burt, owner/manager
1219 Old US Hwy 56
Council Grove, KS 66846
Reservations: 785-466-6588
www.prairielodgemotel.com

PRAIRIE LODGE MOTEL
1219 Old U.S. Hwy 56
Council Grove, Kansas 66846

January 28, 2021

To Whom It May Concern,

As a local business owner of the Prairie Lodge Motel and two guest houses, I am writing in support of the grant application for the Arts & History Center located in Council Grove. I believe this enhancement to the Center will attract more visitors interested in the culture and story of our historic community and environs. The people involved in this project are known to do everything they do well and with great attention to historic accuracy and detail. I have every confidence this project will reflect that as well.

Although I don't know all of the details of this project, I have been given a good synopsis and think it will be a valuable addition to our community. I am in full support of projects that will add to our historic attractions and draw more tourism to our community.

I hope you will see fit to award grant monies towards this worthwhile project. I believe it will be money well spent.

Sincerely,

Lynda Burt
Owner/Manager Prairie Lodge Motel
Bradford Guest House/Garden House

Saddlerock Café
15 South 6th Street
Council Grove, KS 66846
620-767-6411 or 620-767-9000

To Whom it may concern:

The Historic Preservation Corporation has been supportive of the Saddlerock Café over the years by donating various items of equipment they were no longer using, such as a commercial freezer, a juice-making kit, a food warmer, and other items. They have sent customers to dine with us and to buy our baked goods.

They have checked to be sure the Saddlerock Café was aware of advertisements or events that we might want to participate in. Several members of the Board of Directors of the Corporation have supported us by dining with us.

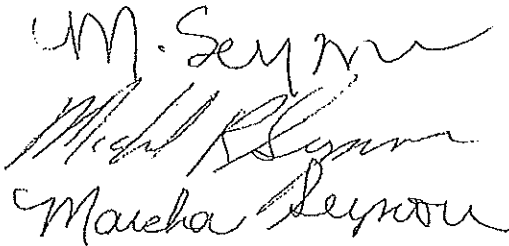
The Historic Preservation Corporation had the Saddlerock Café cater the food for one of their major events and have discussed plans for more such events once the Trail Days Arts and History Center is completed. They have helped with understanding the history of the building the Saddlerock occupies, and the history of the site. They are known for sharing with others on a regular basis their vast array of knowledge of culture and history of the area.

We support the completion of the Trail Days Arts and History Center and see it as an economic and cultural asset to our business and to our community, and that it is very much needed.

If you should happen to have any questions for us, please do not hesitate to contact us at the Saddlerock.

Thank You for your consideration.

Mike, Marsha, and Mattea Seymour
Owners
Saddlerock Café.



The Cottage House
25 N. Neosho St.
Council Grove, KS 66846
cottagehousecgks@gmail.com

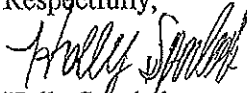
February 25, 2021

To Whom This May Concern,

We support the Historic Preservation Corporation to enhance their Trail Days Arts & History Center through support of this grant application. We believe that after completion of the upgrade, it will bring more tourists to this community and allow our local members to learn more as well.

We hope that you will please consider awarding the Historic Preservation Corporation the grant they are applying for from you.

Respectfully,



Holly Sporleder
The Cottage House On-Site Manager

Valerie's Gifts & Such

211 West Main Council Grove, KS

February 27, 2021

To Whom It May Concern:

This is a letter of support of the Historic Preservation Corporation d/b/a Trail Days Cafe & Museum at 803 West Main Street in Council Grove, Kansas.

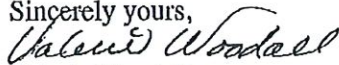
The Historic Preservation Corporation assists in preserving and promoting our local history and culture which includes helping people locate the history of their buildings and/or ancestors. They have and continue to host and/or assist with special events and activities.

The Historic Preservation Corporation assisted in the creating of two large outdoor murals. One was the Santa Fe Trail mural at the Trail Days Arts & History Center. The other was the Neosho Riverwalk entrance mural in the Council Grove downtown historic district. This is a landscaped, lighted walking area that embraces the area where travelers of the Santa Fe Trail crossed the Neosho River. Both of these murals are located along the actual Santa Fe Trail (also Highway 56).

The Historic Preservation Corporation is an asset to our city's economy because of the customer traffic the Cafe/Museum/History Center, in addition to its activities and events, generates for retailers and other businesses. I have had a number of customers comment on how much they enjoyed their experiences at the Trail Days Cafe/Museum Center.

I support the completion of the Trail Days Arts & History Center. This year Council Grove is hosting several events promoting the 200 Years Celebration of the Santa Fe Trail. This Center is a definite asset not only during this time but will continue to be an asset in drawing visitors as it is an educational historic attraction that can bring people to our city to not only to visit but also to dine and shop.

Sincerely yours,



Valerie Woodall, owner
Valerie's Gifts & Such

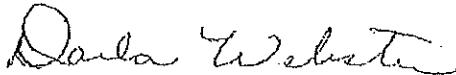
Darla Webster
Rerun Consignments & Mall LLC
108 W. Main St.
Council Grove, Kansas 66846

To whom It May Concern:

I have owned, and operated a small business in Council Grove for nearly 20 years now. I have seen first hand the value that our historic culture brings to our community. Much of our business traffic comes from visitors interested in our history. I feel strongly that this project will further benefit all of us. Mr. & Mrs. McClintock work tirelessly each day to preserve our history, and our community has reaped the benefits of their selflessness. I am confident that they will use any grant monies awarded to continue doing just that. I'm in agreement that the Arts & History Center enhancement is a worthwhile project.

Mr. & Mrs. McClintock are always willing to do what it takes to support our community. They have been there for me a number of times, and I am happy to include my support for this grant.

Sincerely,



Darla Webster



Greater Morris County Development Corporation
315 W. Main St
PO Box 276
Council Grove, KS 66846
Ph: 620-767-7355
director@morriscountydevelopment.com
www.morriscountydevelopment.com

To Whom it May Concern

It is my pleasure to write a letter in support of the Trail Days Arts and History Center located in historic Council Grove, KS.

The Greater Morris County Development Corporation (GMDC) has determined this project to be in line with several of our goals. Tourism is a growing segment of the Morris County economy and business climate. Operations like Trail Days Arts and History Center will allow visitors to explore the art, history and culture of the Flint Hills. Businesses like this increase the viability of our rural communities by broadening the scope of the business profile and providing an educational and quality attraction. The GMDC has identified opportunities to capitalize upon assets of the area, while maintaining the integrity of the land, people and history, as important factors. This project not only capitalizes on the assets of Morris County, but also on the rich history of Council Grove and its significance along the Santa Fe Trail.

An important goal of the GMDC is to support and encourage tourism in the area. Trail Days Arts and History Center, by location alone will continue to attract visitors to the region. Without grant assistance, continuation and expansion of this project would not be possible. The task force of volunteers overseeing this project are extremely passionate about their preservation efforts and work tirelessly to make sure they can continue to preserve such a valuable piece of the Flint Hills Region. The GMDC recognizes this and will continue to aid in their efforts.

The GMDC recently partnered with NetWork Kansas to create a Development Opportunity Profile for Morris County. This document shows that declining population trends necessitate a need for outside dollars to help sustain our region. In addition, the City of Council Grove partnered with the Flint Hills Regional Council to develop a Council Grove 2025 Comprehensive Plan which also reiterates the fact that local tourism attractions such as the Trail Days Arts and History Center can assist in filling those gaps.

On behalf of GMDC, I fully support the efforts being put forth at the Trail Days Arts and History Center as they seek outside funding to support a project vital to tourism and preservation in Morris County and the Flint Hills. With much of the exterior work completed, it is imperative to seek additional funds to now focus on the interior of the Center. I believe that this project is a deserving recipient of the funding and I ask for your careful consideration of the grant application.

Sincerely,

A handwritten signature in blue ink that reads "Tracy Henry". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tracy Henry
Executive Director, GMDC



COUNCIL GROVE/MORRIS COUNTY
CHAMBER OF COMMERCE & TOURISM

207 West Main Street – Council Grove, KS 66846

PH: 620-767-5413

Email: chamber@councilgrove.com Website: www.councilgrove.com

February 25, 2021

To Whom it May Concern,

The Council Grove/Morris County Chamber of Commerce & Tourism is in support of the grant application for the Arts & History Center located in Council Grove. This event center is needed to be the focal point for the entire area. We have many tour groups coming to visit our historic community and this will be a fantastic gathering place for groups to meet.

The Arts & History Center will give us an opportunity to showcase the arts, all of our cultural attractions and photography for all to enjoy. It will also give us a place to put on reenactments and other plays portraying our history and showcasing local talent.

Please grant this opportunity for the Historic Preservation Corporation to help us share the history and culture of our community and surrounding areas.

Sincerely,

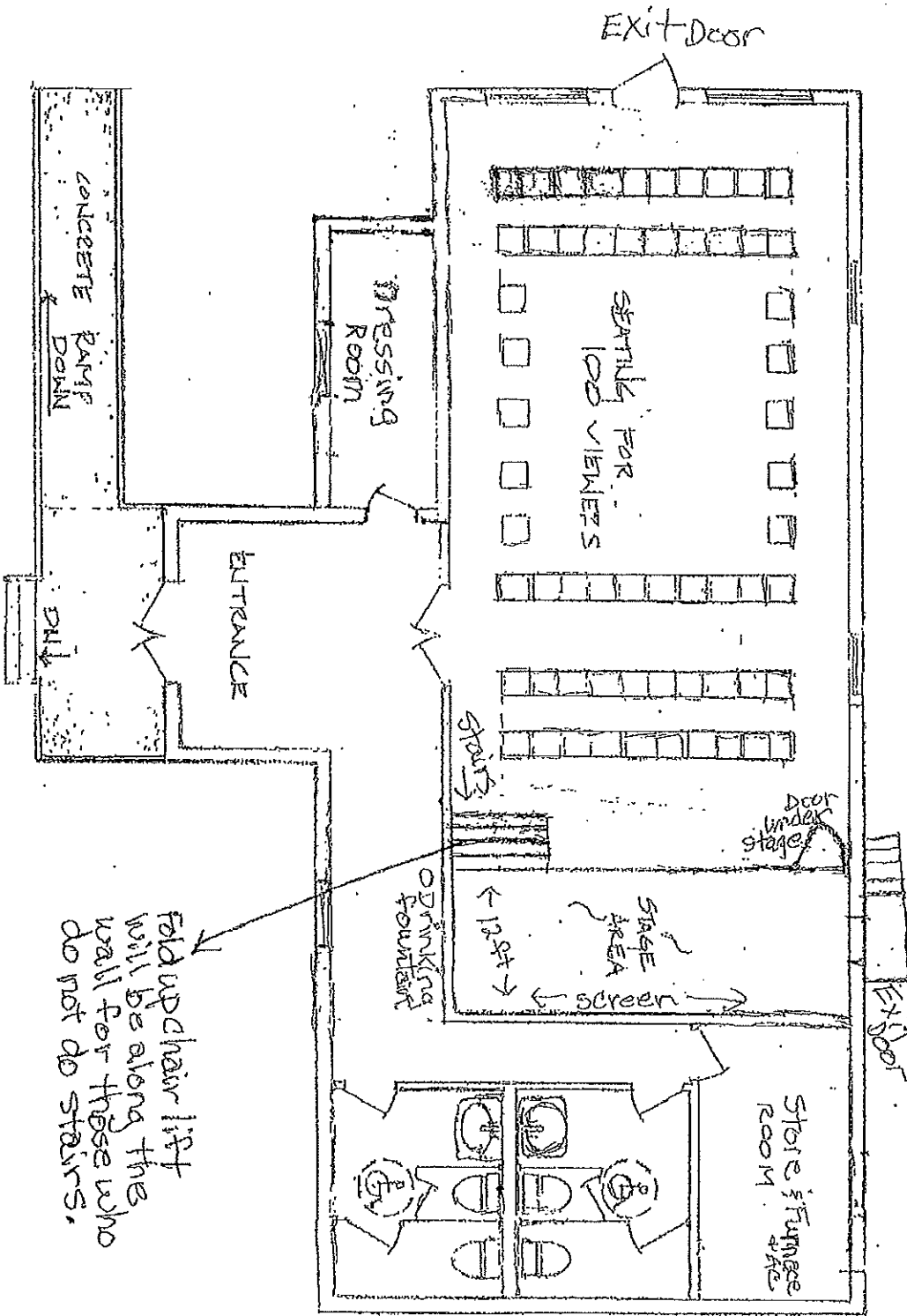
Susan Harris
Office Manager

	#	%	
# Visitors from Kansas	2,593	76%	
# from other states in USA	762	23%	
# from other world countries	39	1%	
Total # of Visits	3,394	100%	
# of Kansas counties represented	58	55%	of 105 counties
# of Kansas towns represented	183		
(Outside of and not including Kansas)			
# of US states represented	43	86%	of 50 states
# of US towns represented	247		
(Outside of and not including USA)			
# of world countries represented	17		
# of world states or regions	22		
# of world towns represented	22		
Total # of countries represented	18		
Total # of states or regions	66		
Total # of towns represented	452		
# of visitors from 98+ miles away	1,406	41%	
# of children Baby to 10 yrs old	281	8%	
# of youth 11 to 18 yrs old	108	3%	
# of men	1,425	42%	
# of women	1,580	47%	
# coming as family	1,797	23%	
# coming as group	785	23%	
# coming as couple	1,176	35%	
# coming as duo or single	636	19%	
Total # of visitors	3,394	100%	

	#	%	
# Visitors from Kansas	1235	84%	
# from other states in USA	226	15%	
# from other world countries	15	1%	
Total # of Visits	1476	100%	
# of Kansas counties represented	47	45%	of 105 counties
# of Kansas towns represented	124		
(Outside of and not including Kansas)			
# of US states represented	30	62%	of 50 states
# of US towns represented	100		
(Outside of and not including USA)			
# of world countries represented	7		
# of world states or regions	9		
# of world towns represented	9		
Total # of countries represented	8		
Total # of states or regions	40		
Total # of towns represented	233		
# of visitors from 98+ miles away	546	37%	
# of children Baby to 10 yrs old	74	5%	
# of youth 11 to 18 yrs old	65	4.2%	
# of men	656	44.2%	
# of women	681	46%	
# coming as family	217	15%	
# coming as group	265	14%	
# coming as couple	606	41%	
# coming as duo or single	448	30%	
Total # of visitors	1476	100%	

TRAIL DAYS ARTS & HISTORY CENTER

DEC. 2ND 2009, SCALE 1/8"=1'



HISTORIC PRESERVATION CORPORATION BOARD OF DIRECTORS

PRESIDENT: MARK LAMBERSON; Board Term 2020 to 2023 Mark is retired and is currently a volunteer. His last work was for Rex Materials, Council Grove, KS; he has 2 years of experience as an Aerospace Mechanic with LMI Aerospace; was supervisor for Schwan's Home Services for 23 years; has experience as Station Manager in Telecommunications; was a trained EMT and a Police officer. He studied at Manhattan Christian College and Kansas State University and graduated from Manhattan Area Vocational School in Heating/AC Technology.

VICE PRESIDENT: KEN MCCLINTOCK; Board Term 2020 to 2023 Ken is retired and currently a volunteer. He was a lawyer and a judge. He graduated with a B.S. in Business Administration from Kansas State University and achieved his Juris Doctor from the University of Kansas.

TREASURER: KATHY LAMBERSON; Board Term 2019 to 2022 Kathy is a Vocal and Band Teacher at Prairie Heights Middle & Elementary Schools, USD 417. She graduated with a B.S. in Music Education from Kansas State University. She is also a volunteer.

SECRETARY/MANAGER: SHIRLEY MCCLINTOCK; Board Term 2019 to 2022 Shirley is currently a volunteer. She taught Special Reading at Dodge City and Council Grove KS. She received a B.S. from Nebraska Christian College, Norfolk, NE and an M.S. in Elementary Education/Reading Specialist from Fort Hays State University, Hays KS.

BOARD MEMBER: SANDRA HARTMAN; Board Term 2018 to 2021 Sandra is owner of Hartman Masonry, LC, Council Grove, KS. She is also a volunteer.

BOARD MEMBER: SHIRLEY SPITTLES; Board Term 2018 to 2021 Shirley is Retired. She worked as Director of Field Services for North Central Flint Hills Area on Aging for 25 years; her last job was as an Office Manager at White Memorial Camp at Council Grove, KS. She is also a volunteer.

BOARD MEMBER: KELLEY JUDD; Board Term: 2019 to 2022 Kelley has over 40 years of sales, marketing, promotion, management and customer service experience; he worked as a Money Market and International Finance Broker, a Venture Capital Consultant in companies ranging from Prebon Money Brokers in Los Angeles to Smith Barney in Beverly Hills; he served as VP/Director of Sales for Southwest Networks in Palm Springs, CA. He majored in Mathematics, minored in Philosophy at Kansas State University and Kansas University. He is also a volunteer.

BOARD MEMBER: GEORGANNA (ANGEL) CUSHING; Board Term: 2020 to 2023 Angel is a Livestock Producer near Allen, KS. She graduated from Central Community College, Hastings, NE with an Associate Degree in Lithograph. She is also a volunteer.

BOARD MEMBER: THOMAS CUSHING; Board Term: 2018 to 2021 Tom was originally a resident of Inland, NE; he graduated from high school in Trumbull, NE; attended the University of Nebraska; he joined the Army Reserve in 1990 as a Light-Weight Vehicle Mechanic; served in Germany during Operation Desert Storm and in the Korean DMZ; served three tours in Iraq as Motor Sergeant for Signal Company; served 6 months in Afghanistan; his final service was at Fort Riley, KS., prior to retirement as combat disabled in 2015; he was employed by Kansas Wildlife & Parks at Pomona State Park; then worked for S & S Propane Co. (succeeded by MFA Oil Co.) Emporia, KS. and is currently Plant Manager. He is also a volunteer.