



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

**City Council Agenda  
 January 19, 2021  
 5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

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 or not to place the item on the next agenda.

CONSENT AGENDA:

- Minutes from the Previous meeting Pages 2 – 3
- Appropriations:
- Lake Cabin Transfer: C-34 Pages 4 - 20
- License Renewal: License to sell Cereal Malt Beverages - El Rancho Viejo Pages 21 – 23

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

- CTS Group – 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:

- Fire Committee Recommendation: Pages 24 - 25

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Fire Committee Recommendations: Page 26

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Sales Tax Grant Committee Recommendation: Pages 27 - 29

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Morris County Neighborhood Revitalization Plan Participation/Agreement: Pages 30 – 36

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

Adjournment:

City Council Meeting Minutes  
January 5, 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, Larry Siegrist, and Sharon Haun. City Attorney Bill Halvorsen and City Administrator Nick Jones were also present. Others attending were: Mindy Andres, Marcus Hernandez, Cody Catlin, Brain Brown, and Larry Fisher. Councilperson Mark Berner was Absent.

**PUBLIC COMMENT PERIOD I**

None

**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:

- January 5, 2021 Minutes
  - January 5, 2021, to Current Appropriations.
  - Cabin Transfer – None
  - License to Sell Cereal Malt Beverages by Package not consumed on premises – SaddleRock Café
  - License to Sell Cereal Malt Beverages for Consumption on Premises – SaddleRock Café
- The Council voted 5-0 in favor. Motion carried.

**OLD BUSINESS**

- **CTS Group – Update**

City Administrator Nick Jones reported the CTS Group and Services Unlimited are currently working on installing LED lighting at the Armory. City Administrator Nick Jones also reported the RTS group is working on replacing water meters around town and is on schedule to be done by the end on January.

**NEW BUSINESS**

- **Schedule Work Study: Lake Annexation Committee**

Mayor Debi Schwerdtfeger asked the Council to schedule a Work Study for the City Lake Annexation Committee for the month of February. Mayor Debi Schwerdtfeger suggested having the meeting record by TCT and holding the Work Study at the City Recreation Building (Armory). Councilperson Mark Brooks made a motion to hold the Work Study at the City Recreation Building (Armory) on February 23, 2021 at 5:30pm contingent on the County Health officer gathering limitations and Covid19 cases in the County. The motion was seconded by Councilperson Sharon Haun.  
Motion Carried 5 – 0

- **Schedule Work Study: Chamber Board**

Mayor Debi Schwerdtfeger asked the Council to schedule a Work Study with the Chamber Board to discuss the operations of the Chamber. Councilperson Jason Booker made a motion to have a Work Study with the Chamber Board on February 9<sup>th</sup>, 2021 at 5:30pm at the Council Grove Recreation Building (Armory) contingent on the County Health officer gathering limitations and Covid19 cases in the County.  
Motion carried 5 – 0.

**GOVERNING BODY COMMENTS**

- Councilperson Jason Booker – None
- Councilperson Mark Berner – Absent
- Councilperson Keith Wessel – Happy New Year
- Councilperson Mark Brooks – Made Council award of possible grant for restrooms at the City Lake through Kansas Fish and Game. City Administrator Nick Jones said he would look into the grant and report back to the Council.
- Councilperson Larry Siegrist – None
- Councilperson Sharon Haun – Would like to have the Department Heads come quarterly to give up dates.
- City Attorney Bill Halvorsen – None
- City Administrator Nick Jones – Asked for Council approval to put out City Lake Hay Bids and Mowing Bids. Councilperson Jason Booker made a motion to allow the City Administrator to

advertise for bids for City Lake Hay and Mowing bids. The motion was seconded by Councilperson Keith Wessel. Motion Carried 5 – 0.

- Mayor Debi Schwerdtfeger – None

ADJOURNMENT

Councilperson Sharon Haun made a motion to adjourn. Councilperson Mark Brooks seconded the motion and the Council voted 5-0 in favor. Motion carried.

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Debi Schwerdtfeger                      Mayor

ATTEST:

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Nick Jones                      City Administrator

**Application for Cabin Site Transfer**  
**COUNCIL GROVE CITY LAKE**

Site Number: C-34 Date: January 9, 2021

Name of Transferee: Dane E. + Sharla R. Ditto

Address: 4320 Wam-Teau

City: Wamego State KS Zip Code 66547

Telephone Number: 785 / 456-4546

Name of Transferor: Ted C. + Danella L. Wilbur  
Dane E. + Sharla R. Ditto

=====  
OFFICE USE ONLY BELOW THIS LINE  
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Septic tank checked: January 14, 2021

The above application is approved:

this 14<sup>th</sup> day of January, 2021

Signed James Master  
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 9<sup>th</sup> day of January 2021, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Dave E. and Sharla R. Ditto, hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder

as joint tenants and not as tenants in common, or

as tenants in common. (check the desired box; only one can apply.)

WHEREAS, the City is the owner of the real estate described within the Final Plat, Council Grove Lake Park, an addition to Morris County, Kansas, also referred to herein as the Council Grove City Lake Park, and;

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section C, Lot C - 34, 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: Dane E. Ditto  
4320 Wam - Teau  
Wamego, KS 66547

21. **GENERAL TERMS:**

- a. **NO WAIVER:** The waiver of either party, or the failure to take action by that party, with the respect to any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition contained in this Lease, nor will it bar enforcement of any term.
- b. **BINDING:** The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.
- c. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.
- d. **PARAGRAPH HEADINGS:** Paragraph headings are for convenience only and are not to be used in construing this agreement.
- e. **GOVERNING LAW:** This Lease is entered into, and shall be governed by, the laws of the State of Kansas.
- f. **ENTIRE AGREEMENT:** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any prior written leases, whether oral or written, between the parties hereto, regarding the Leased Premises are hereby deemed to be null and void.

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


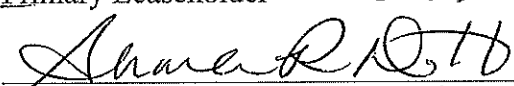
IN WITNESS WHEREOF, the parties have set their hands the date set forth above.

CITY OF COUNCIL GROVE, KANSAS

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

ATTEST:

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

LESSEE:  
  
\_\_\_\_\_  
Primary Leaseholder Dane E. Ditto  
  
\_\_\_\_\_  
Lessee Sharla R. Ditto  
\_\_\_\_\_  
Lessee

Address to which Primary Leaseholder authorizes Notices:

4320 Wamteau  
Wamego, KS 66547

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

168 Breezy Shores Circle  
Council Grove, KS. 66846

**BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS, I/we the undersigned Grantor(s), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations do, at the time of closing of the contract between the two parties, I/we do GRANT, SELL, TRANSFER AND DELIVER unto Dane E. and Sharla R. Ditto

and/or his/her heirs, executors, administrators, and assigns, hereinafter referred to as Grantee(s), the following existing goods and chattels, to wit:

Lake home and related improvements located in Final Plat, Council Grove Lake Park, Section C , Lot C - 34 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, house, dock, boathouse,

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

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

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands this 9th day of January , 20 21 .

*Ted C. Wilbur*  
*Danelle L. Wilbur*

*Dane E. & Sharla R. Ditto*

STATE OF Kansas , Morris COUNTY, ss.

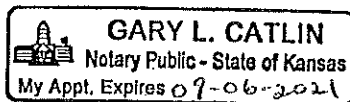
BE IT REMEMBERED, That on this 9th day of January , 20 21 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ted C. & Danelle L. Wilbur and Dane E. & Sharla R. Ditto who are/is personally known to me to be the same person(s) who executed the foregoing bill of sale, and such person(s) duly acknowledged the execution of the same.

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



www.CGLakeside.net

*Gary L. Catlin*  
Notary Public







## SEPTIC SYSTEM INSPECTION RESULTS

Section:  C  Site:  C-34  Date:  January 14, 2021

Address:  168 BREEZY SHORES CIRCLE

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ( )

Septic Tank Capacity:  1000 GALLONS

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

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

Pumped By:  GLEN SISSION  Date:  1-14-2021

Inspected By:  JAMES MASTERS  Date:  1-14-2021

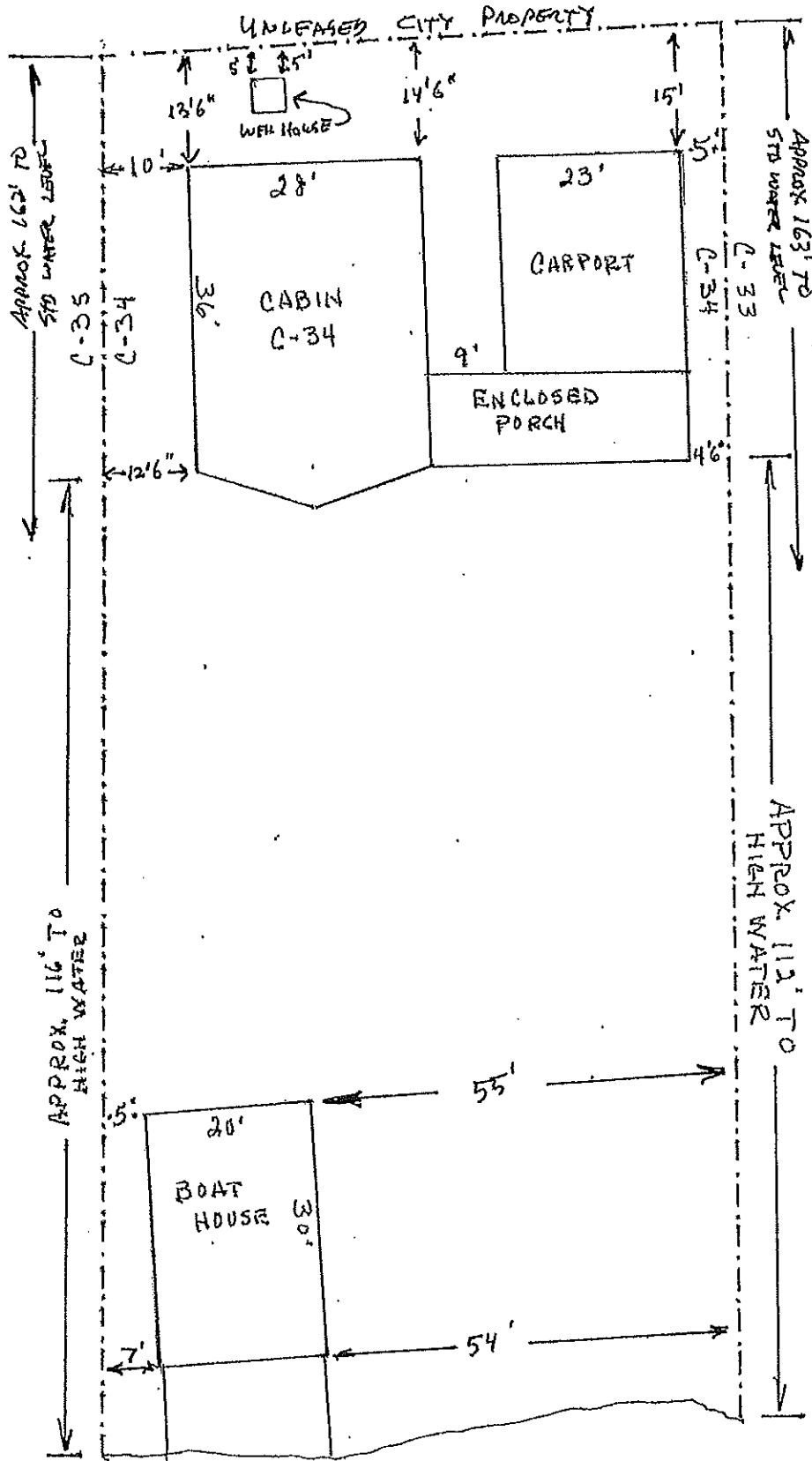
Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Comments: Septic tank located across the road from C-36

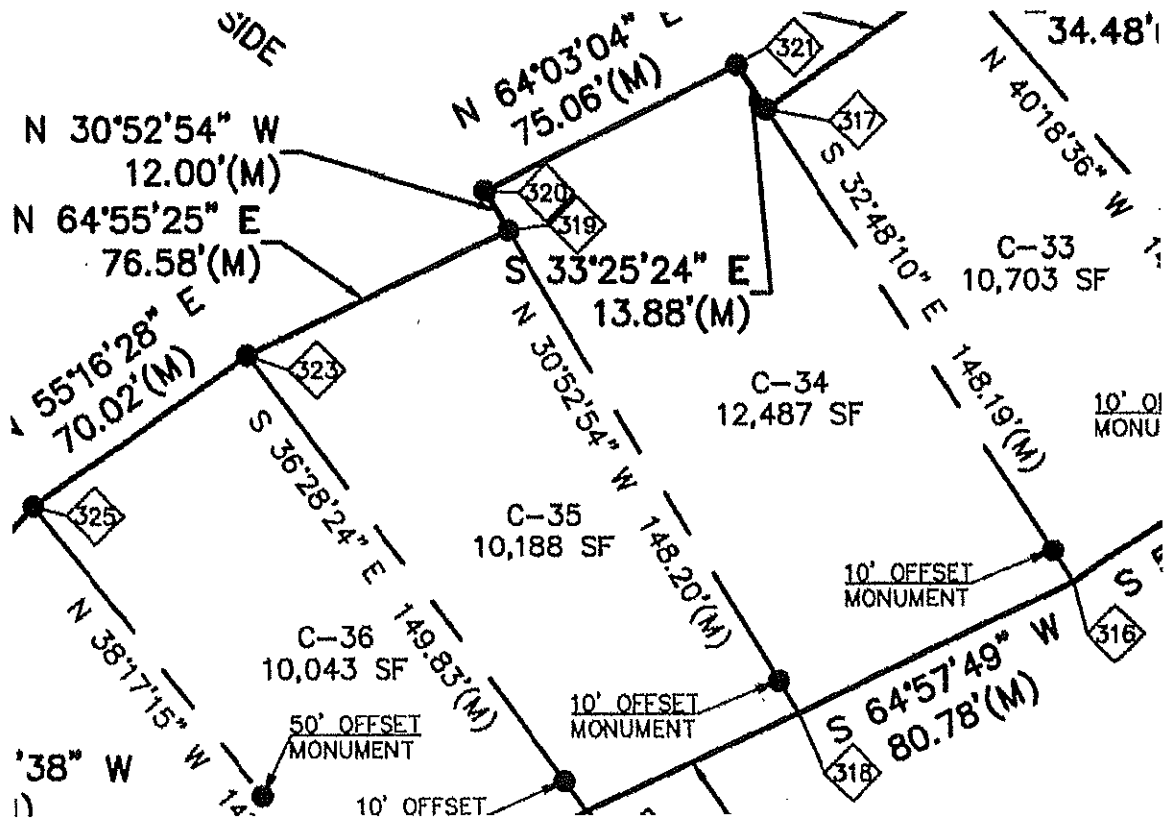
Sincerely,

James Masters  
City Inspector



SEPTIC TANK  
LIFT STATION  
IN/IDE CABIN

1 IN. = 20 FT.  
DO NOT SCALE  
DRAWING



BOUNDARY CORNER COORDINATES				
◇	NORTHING	EASTING	LATITUDE	LONGITUDE
295	128712.9637	1723291.9497	N38.67776984	W96.56047046
296	128904.8449	1723515.6950	N38.67828686	W96.55967616
297	128705.6576	1723456.8759	N38.67774259	W96.55989325
298	128690.2544	1723452.2893	N38.67770050	W96.55991018
299	128891.8958	1723574.2264	N38.67824875	W96.55947188
300	128715.9709	1723516.2393	N38.67776831	W96.55968477
301	128692.8686	1723508.5438	N38.67770522	W96.55971301
302	128864.4693	1723640.9031	N38.67817054	W96.55923989
303	128709.3997	1723580.9918	N38.67774744	W96.55945836
304	128692.2144	1723574.2399	N38.67770056	W96.55948296
305	128819.1830	1723716.7209	N38.67804291	W96.55897688
306	128686.6127	1723642.7486	N38.67768218	W96.55924334
307	128663.0563	1723867.5756	N38.67760769	W96.55845725
308	128666.1364	1723717.6267	N38.67762270	W96.55898224
309	128674.1970	1723635.7171	N38.67764841	W96.55926866
310	128538.2278	1723843.2081	N38.67726606	W96.55854955
311	128604.3921	1723711.8583	N38.67745344	W96.55900588
312	128461.7765	1723772.1341	N38.67705928	W96.55880273
313	128576.0417	1723675.1963	N38.67737721	W96.55913586
314	128599.2809	1723656.0845	N38.67744184	W96.55920150
315	128619.6289	1723680.9270	N38.67749662	W96.55911336
↓ 316	128416.0047	1723704.3236	N38.67693658	W96.55904277
↑ 317	128540.5648	1723624.0413	N38.67728205	W96.55931700
+ 318	128381.8177	1723631.1308	N38.67684592	W96.55930101
+ 319	128509.0104	1723555.0624	N38.67719843	W96.55956033
↑ 320	128519.3091	1723548.9032	N38.67722698	W96.55958133
+ 321	128552.1523	1723616.3940	N38.67731419	W96.55934313
322	128356.0697	1723574.7651	N38.67677770	W96.55949985
323	128476.5531	1723485.6987	N38.67711235	W96.55980507
324	128320.9934	1723519.4644	N38.67668381	W96.55969548
325	128436.6677	1723428.1516	N38.67700537	W96.56000884
326	128259.5804	1723483.8680	N38.67651677	W96.55982357
327	128348.7371	1723366.1832	N38.67676667	W96.56023076
328	128357.5353	1723354.1940	N38.67679135	W96.56027226
329	128161.4258	1723457.1515	N38.67624847	W96.55992260
330	128265.5069	1723337.1747	N38.67653944	W96.56033699
331	128064.3771	1723345.8378	N38.67598689	W96.56031785
332	128204.9004	1723294.3152	N38.67637493	W96.56049047
333	128269.7212	1723269.3284	N38.67655397	W96.56057437
334	128296.4006	1723301.7158	N38.67662580	W96.56045945
335	128039.2646	1723252.9515	N38.67592200	W96.56064455
STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET			LATITUDE & LONGITUDE DECIMAL DEGREES	

## INDIVIDUAL/SOLE PROPRIETOR APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of Council Grove

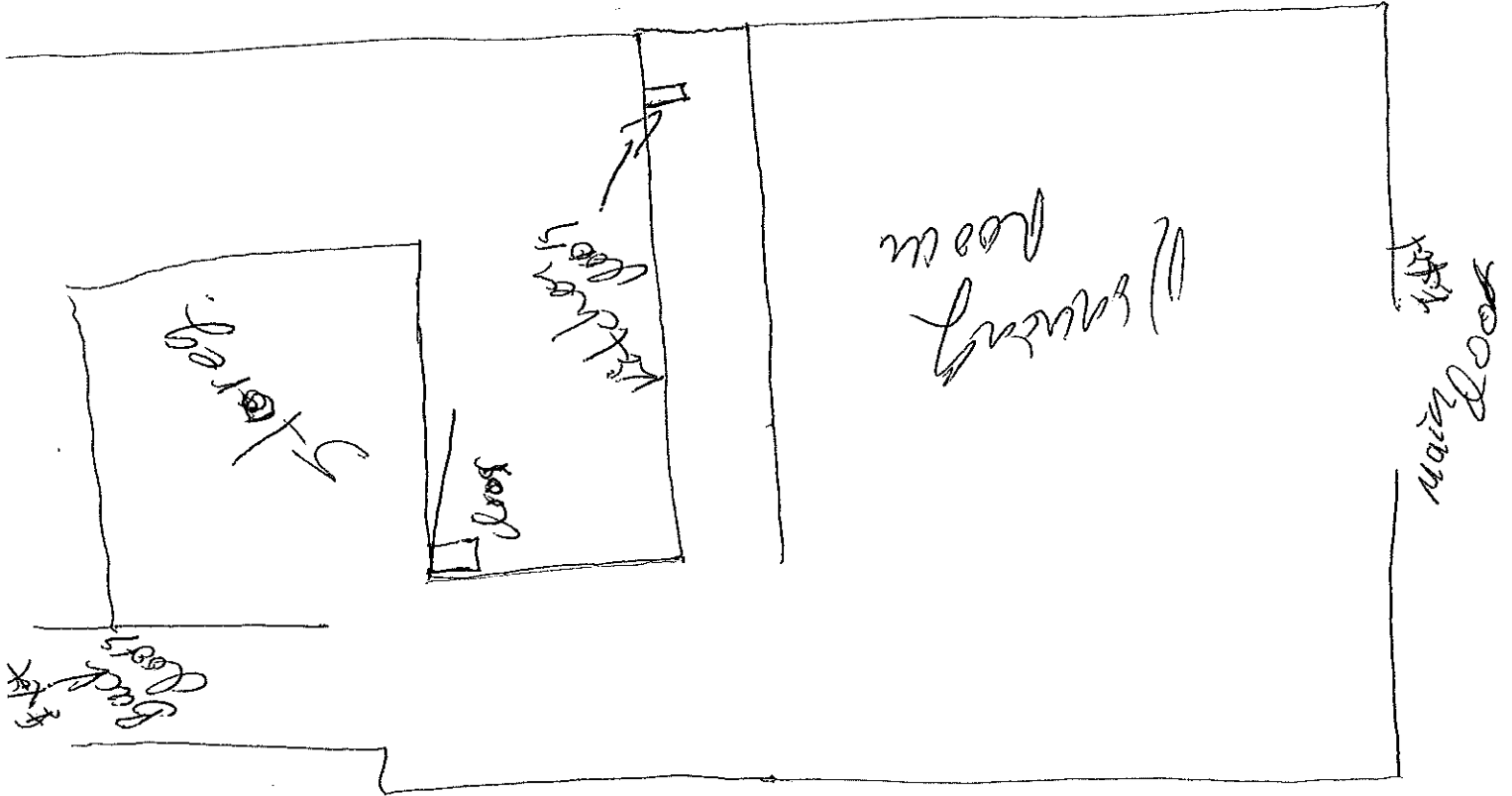
<b>SECTION 1 – LICENSE TYPE</b>			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.			
<b>SECTION 2 – APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): 004371857506F01			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name JOSE GONZALEZ MEZA		Phone No. 785-521-0655	Date of Birth 10/03/1977
Residence Street Address 37 ORCHARD ST		City COUNCIL GROVE	Zip Code 66846
<b>Applicant Spousal Information</b>			
Spouse Name		Phone No.	Date of Birth
Residence Street Address		City	Zip Code
<b>SECTION 3 – LICENSED PREMISE</b>			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name EL RANCHO VIEJO		Name	
Business Location Address 209 W MAIN ST		Address	
City COUNCIL GROVE	State KS	Zip 66846	City State Zip
Business Phone No. 620-767-6405		<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) ALEJANDRO SORIA			
<b>SECTION 4 – APPLICANT QUALIFICATION</b>			
I am a U.S. Citizen			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for _____ years.			
I am at least 21 years old.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has previously held a CMB license.			<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.			<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>SECTION 5 – MANAGER OR AGENT QUALIFICATION</b>		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
<b>Manager or Agent Spousal Information</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
<b>Qualification Statement</b>		
My manager/agent and his/her spouse* meets all of the qualifications in Section 4.		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SECTION 6 – DURATION OF SPECIAL EVENT</b>		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 7 on the next page.

**SECTION 7 – LICENSED PREMISE**

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box:  8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE Jose Garcia

DATE 1-1-21

FOR CITY/COUNTY OFFICE USE ONLY:

- License Fee Received Amount \$ \_\_\_\_\_ Date \_\_\_\_\_  
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)
- \$25 CMB Stamp Fee Received Date \_\_\_\_\_
- Background Investigation       Completed Date \_\_\_\_\_       Qualified       Disqualified
- Verified applicant has registered with the TTB as an Alcohol Dealer
- New License Approved      Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_
- License Renewed      Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_
- Special Event Permit Approved      Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

\* Applicant's spouse is not required to meet the citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

**Clear Form**



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

### Police and Fire Committee Recommendation

Purchase the following Equipment:

- ATT-65-COAX-WRC Simo Pump with Rollcage: \$6,325
- 550106 Flat Coupler to COAX adapter set: \$1,375
- Shipping and Handling approximately: \$400

Total: \$ 8,100



# Okie Extrication



TNT Rescue Systems  
Res-Q-Jack Stabilization  
MatJack Lift Bags

808 S.W. 26 St.  
El Reno, Okla. 73036  
405-590-2065

January 8, 2021

Attn: Chief Chris Blackledge  
Council Grove Fire Department  
500 E Main St.  
Council Grove, KS 66846

Chief Blackledge,

This quote is for 10,500psi hydraulic tools. All tool prices include mounting brackets.

ATT-65-COAX-WRC Simo Pump with Rollcage	\$6,325.00
S-200-32-COAX 32in Heavy Duty Spreader .....	\$6,475.00
BFC-320-COAX Heavy Duty Cutter.....	\$6,045.00
TLS-50-COAX Telescoping 50in Ram w/ plate ..	\$4,575.00
2, EXTH-COAX-30 30ft Extension Hose .. \$1040 each	\$2,080.00
Sub-Total.....	\$25,500.00
Shipping and Handling.....	\$400.00
Total.....	\$25,900.00

550106 Flat Coupler to COAX adapter set..... \$1375.00

We appreciate the opportunity to help you better serve your community.

If you have any questions, please feel free to call.

..... Thanks, Joshua Rogers

This quoted equipment and all quoted prices are intended for the department indicated and are valid for 90 days from the date on the quote with that department only. This is considered a confidential document and as such using or displaying this document by anyone other than the intended recipient is strictly forbidden.



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### **Police and Fire Committee Recommendation**

Appointment of Sean Gooding and Brian Brown to the Council Grove Fire Department as Volunteer Firefighters. Appointment is contingent on passing a background check, physical, and drug and alcohol screening.



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### **Sales Tax Grant Committee Recommendation**

Sales Tax Grant Committee makes a recommendation to approve the Council Grove 4<sup>th</sup> of July Committees application, with the committee amending the application to give the remaining 4<sup>th</sup> quarter Sales Tax money to the Council Grove 4<sup>th</sup> of July Committee in the amount of \$15,759.

City of Council Grove  
Sales Tax Grant  
Application must be filled out completely to be considered.

Amount being Requested \$ 10,000

Organization Name: Council Grove 4<sup>th</sup> of July Committee

Address: City Hall, 205 N. Union, Council Grove, KS 66846

Contact Person's Name: Nick Jones, City Administrator

Contact Person's Phone Number: (785)466-6775

Anticipated Project Period: July 4<sup>th</sup>, 2021

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

Is this organization tax-exempt? Yes

Total Project Cost \$15,000

Explain how applicant is providing their 20% portion of grant. The City will be providing volunteer help from the community, City Council, Jason Zeigler.

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

Signature  Date 01/12/2021

**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.**

- 1. Geographic Area to be served.

Council Grove and the surrounding communities

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

The City of Council Grove strives to provide and entertainment to residents and visitors. The 4<sup>th</sup> of July celebration draws in visitors and gives residents something fun entertaining to attend.

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

The City of Council Grove strives to provide a high quality of life and excellent amenities for all residents. This celebration enhances the Flint Hills Life experience that we provide to out residents and visitors alike and draws people to town.

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

The local support for the 4<sup>th</sup> of July Celebration has grown over the last few years and we look to continue that trend and continue to engage the community and visitors.

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

Grant funding will be used to pay for entertainment during the 2020 4<sup>th</sup> of July Celebration. Specific purposes will be fireworks, DJ, and marketing for the event.

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

The committee appreciates your consideration and hope you can come enjoy the 4<sup>th</sup> of July Celebration! Provided we achieve the targeted funding, this year's fireworks show will be the biggest and best yet.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MORRIS COUNTY, KANSAS

In the Matter of the Adoption of A Neighborhood Revitalization Plan

**REVITALIZATION PLAN**

The Board of County Commissioners of Morris County, Kansas, (herein after "Governing Body") pursuant to the Kansas Neighborhood Revitalization Act, K.S.A. 12-17, 114 et.seq., does hereby adopt a Neighborhood Revitalization Plan (herein after "Plan") for the County and the following cities and school districts within the County of Morris: Cities - Council Grove, School Districts - 417.

**FINDINGS:**

Pursuant to K.S.A. 12-17-116, the Governing Body Finds:

1. The population of Morris County is 5,645 in 2015. The population of Morris County was 5,923 in 2010. The population has decreased -4.7% in 5 years.
2. The current median age in Morris County is 47.9. The median age in Kansas for the year 2012 was 36.
3. Persons in Morris County 65 and over is 24% of the population in 2015. This is up from 22.3% of the population in 2010. Persons in Morris County under 18 is 20.8% of the population in 2015. This is down from 21.5% of the population in 2010.
4. Current household median income in Morris County is \$48,072. The current household median income in Kansas is \$51,872. (Source U.S. Census Bureau).
5. A good measure of the health of the retail sector in Morris County is the retail pull factor. This measures per capita sales tax collections in terms relative to the surrounding areas. The pull factor is the County per capita sales tax divided by the state per capita sales tax. A pull factor greater than 1.0 means that retail business is being attracted into the County. A value less than 1.0 means retail business is being lost to other areas. Morris County's pull factor was .58 in 2014, a ranking of 84<sup>th</sup> of the state's 105 counties. (source Kansas Department of Revenue).

The above findings show that Morris County's population is decreasing, getting older and earning less than the median in Kansas and has less retail activity than the majority of other counties.

**Therefore**, the Governing Body finds that the economic welfare of its citizens is at risk and that the conditions as described in K.S.A. 12-17,115(c) exist in the entire County of Morris as a single unit and that the rehabilitation, conservation and redevelopment thereof is necessary to protect the public welfare of the residents of the County of Morris.

**MORRIS COUNTY TAX REBATE PROGRAM**  
**(under the Neighborhood Revitalization Plan)**

The tax rebate will be of a length of five (5) years. Rebates will be figured on the County mill levy and the mill levy of any other municipality participating in this plan by interlocal agreement.

1 <sup>st</sup> Year	-	100% Rebate
2 <sup>nd</sup> Year	-	100% Rebate
3 <sup>rd</sup> Year	-	100% Rebate
4 <sup>th</sup> Year	-	100% Rebate
5 <sup>th</sup> Year	-	100% Rebate

On the sixth (6<sup>th</sup>) Year and each year thereafter, the property owner would be paying the full tax.

A minimum increase of \$25,000 dollars in appraised valuation is required to participate.

A \$100.00 non refundable application fee will be charged by the County to cover office time and administration.

Rebates will apply to rehabilitation of existing structures, additions, to existing structures and new constructions of commercial property only.

Mixed use property will be eligible real property for the plan, but limited to the following three areas.

- a. Council Grove; property fronting Main Street from Belfry Street East to the Neosho River.
- b. White City; property fronting MacKenzie Street from 5<sup>th</sup> Street East to Commercial Street.
- c. Dwight: property fronting Main Street from 8<sup>th</sup> Street East to 6<sup>th</sup> Street.

1. LEGAL DESCRIPTION OF AREA IN PLAN.

The real estate forming the boundaries of the area included within the plan is that description of Morris County, Kansas, as set forth in K.S.A. 18-164 and such statute is adopted herein by reference. Maps depicting the existing parcels of real estate

covered by this plan have been prepared and are on file in the Office of the County Appraiser of Morris County and the same are adopted as a part of the plan by reference.

## 2. NAMES AND ADDRESSES OF OWNERS.

A list of the names and mailing addresses of the Owners on record of the real estate included within the Plan, constitutes a part of the records in the office of the County Appraiser of Morris County, and such list is adopted in and made a part of this Plan by reference.

## 3. ZONING CLASSIFICATIONS.

The existing zoning classification and zoning district boundaries and the existing land uses within the area included in the Plan (exclusive of those cities within the County of Morris which have not adopted zoning plans and ordinances) are as set forth in the official zoning maps, records, resolutions and ordinances of the County of Morris and the cities of Council Grove.

## 4. MUNICIPAL SERVICES.

The Plan does not include proposals for improving or expanding municipal services as described in K.S.A. 12-17, 117(a)(5) and, if any proposals for any such improvements or expansions of municipal services are hereafter proposed by the Governing Body, then any such proposal will be prepared and considered independently of this Plan.

## 5. REAL PROPERTY ELIGIBLE.

All *commercial* real property and all *commercial* improvements both new construction and rehabilitation of and additions to existing buildings thereon situated in the designated areas as outlined in paragraph 1 above within the County of Morris are eligible to apply for Revitalization under the Plan.

## 6. CRITERIA FOR DETERMINATION OF ELIGIBILITY.

- A. "Structure" means construction of new commercial real estate to which building additions, remodeling, renovations, improvements and permanent fixtures are assimilated to the existing properties.
- B. Any structure, which does not lend itself to obvious inclusion within the above meaning, should be cleared with the offices of the Morris County Appraiser prior to application.
- C. There will be an open application period for program participants, beginning January 1, 2017. Those applications approved during the open application period will continue to receive the tax rebate for the full five (5) years



following completion of the project. To qualify for the rebate construction of an improvement may only begin after final approval of the application. There will be no exceptions.

- D. To be eligible for any tax rebates under this plan:
  - a. Parts 1 and 2 of the Application for Tax Rebate must be completed in full and filed with the office of the Morris County Appraiser, including the payment of a non-refundable \$100.00 fee.
  - b. Prior to the commencement of all new construction and all improvements to existing properties, an inspection of the site of the project shall have been completed by the office of the Morris County Appraiser to establish the base line valuation between non-qualifying portions and the eligible portions under this Plan:
  - c. Part 3 of the Application For Tax Rebate must be completed and filed with the office of the Morris County Appraiser no later than the 1<sup>st</sup> day of December of the year prior to the first year an eligible tax rebate is available:
  - d. There shall be no exceptions granted for noncompliance with this paragraph.
  
- E. The minimum investment for eligibility in order to receive a tax rebate for commercial new construction or improvement to existing properties is a \$25,000.00 dollar increase in appraised valuation which must be established by the County Appraiser; the project must be classified and taxable as real estate.
  
- F. New construction as well as improvements to existing properties must be in compliance with all applicable building permit requirements, building codes and zoning regulations in effect within its location at the time the improvements begin. Tax rebates may be denied or terminated for noncompliance with this paragraph.
  
- G. No applicant having delinquent real, personal or special assessment taxes due in Morris County will be eligible for this program. In the event any such taxes are not timely paid and become delinquent during the five (5) year period, all-current and future tax rebates shall be forfeited in full. *If property taxes are being appealed or in the appeal process, no rebate will be given for the year being appealed until the appeal process is finalized.*
  
- H. Once a project application for new construction or improvements to an existing property has been approved, no modifications to that project shall be allowed for additional benefits under this Plan. Only one (1) application per property will be eligible in any twelve (12) month period.
  
- I. All tax rebates are subject to the approval of this Plan by each taxing unit. See the Morris County Clerk for taxing units, which have adopted the Tax Rebate Plan of the Neighborhood Revitalization Plan.

- J. All tax rebates under this Plan shall be based on the tax increase from the assessed valuation; will be paid commencing in the first calendar year following assessed valuation *on the completed project* and may change upward or downward depending on the change in applicable mil levies.
- K. All tax rebates under this plan shall be made only from the resulting increase in ad valorem taxes generated and collected by reason for the new construction or improvements to existing properties and may not equal the amount of the actual dollars spent. Example a \$25,000.00 improvement to an existing property may add only \$8,000.00 to the appraised market value of the property; thus not meeting the threshold of \$25,000.00 increase in appraised valuation or \$30,000.00 actually spent may only increase the appraised valuation \$25,000.00 dollars. Thus the tax rebate will be based on the \$30,000.00 increase in appraised value and not on the \$20,000.00 actually spent.
- L. All tax rebate benefits under this Plan shall transfer with a change of ownership of qualifying property.
- M. Upon payment of the real estate tax for the subject property for the initial and each succeeding year period extending through the specified rebate period, and within a thirty (30) day period following **the second (2<sup>nd</sup>) half tax due date**, the tax rebate will be made by the County Treasurer of Morris County in conjunction with the other taxing units participating in a Inter-Local Agreement.
- N. New construction and improvements to existing properties must be completed within two (2) years of the date of application. **No extensions will be granted and participation in the tax rebate program will be discontinued. Should the project not be completed on January 1, of the year following commencement of the project, no tax rebate will be issued until final completion of the project.**
- O. **No amount levied by a uniform state statute or those levies to pay for "special improvements" shall be eligible for rebate.**
- P. **Final approval of each application will be made by the Board of County Commission, Morris County, Kansas.**

The above amendment to the plan adopted on the \_\_\_\_ day of \_\_\_\_\_, 2021

COUNTY OF MORRIS, STATE OF KANSAS  
BY: THE BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

RESOLUTION NO. 2021- \_\_\_\_\_

A RESOLUTION ADOPTING THE NEIGHBORHOOD REVITALIZATION PLAN FOR MORRIS COUNTY, KANSAS.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MORRIS COUNTY, KANSAS.

1. The document including exhibits attached hereto, entitled "Revitalization Plan" is hereby approved and adopted as the Revitalization Plan for Morris County, Kansas.
2. This Resolution is adopted pursuant to the provisions of the Kansas Revitalization Act, as set forth in K.S.A. 12-17, 114 et. Seq.
3. This Resolution shall be in force and take effect on January 27, 2021 after its publication.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Morris County, Kansas on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attested by:

\_\_\_\_\_  
Chelsey Schmidt, County Clerk