



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

**City Council Agenda  
November 19, 2024  
5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC COMMENT PERIOD

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

**CONSENT AGENDA:**

- Minutes from the Previous Meeting: Pages 2 – 3
- Appropriations:
- Cabin Transfers: G-7, R-6, G-2 Pages 4 - 33

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

**OLD BUSINESS:**

- Safe Routes to School: Update

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

- Street Scape - KDOT TA Grant: Update

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

- Water and Sewer Project: Update

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

**NEW BUSINESS:**

- Lake Committee Recommendation:
  - Application for Council Grove Lake Park Boundary Line Adjustment: G-7 Pages 34 - 37

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

- Alcohol Consumption and Sale at Community Events Application: Council Grove Public Library Pages 38 - 40

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

- Office Committee Recommendation:
  - Employee Vacation Policy Pages 41 - 44
  - Worker Safety – Protective Footwear Policy Pages 45

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

**Governing Body Comments:**

**Adjournment:**

Council Grove -

City Council Meeting Minutes  
November 5, 2024

**WELCOME AND CALL TO ORDER**

Mayor Debi Schwertfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Mark Berner, Denise Hartman, Sean Honer, Nathan Adams, and Sharon Haun also present were the City Administrator Nick Jones and City Attorney Brian Henderson and Molly Priest, Others attending were Jan Sciacca, Angie Schwertfeger, Pat Riordon, Karen Exon, Sharon McVay, Fred Bammes, Mollie Avery, Daniel Winter, John Petz, Don Moller, Steve Crichton, Robert Herbig, Larry Karns, Marty Wright, Bob Hiebert, Shelley Dunham, Gary Catlin, Cody Catilin, David Fox, Annie McDiffett, Maggie Ziegenhert, Annette Adams, Taylor Adams, Jesse Knight, Ryan McDonald, Julie Hower, Ryan Moss, Linda Cosgrove, Pastor Billy Kryger, Vern Hay, Terry Humpries.

**PLEDGE OF ALLEGIANCE:**

**PUBLIC COMMENT:**

Marty Wright addressed the Council regarding concerns with the city trying to annex Council Grove City Lake, Mr. Wright said he felt bullied by the letter that was sent out to the lake residents and how a lease that has been in place for 12 years is now not considered legal. Mr. Wright also brought up instances where sewer mains around other lakes have broken and caused more pollution to the water than the current septic systems do now.

Don Moller the Council Grove Lake Association President addressed the Council regarding what he believes are violations of the Kansas Open Meetings Act. Mr. Moller listed off 7 different instances that he considered violations of KOMA taking in Executive Session. 1.) Intention to terminate lease, 2.) Sale Price of \$25,000, 3.) Establishing a date for response of November 15, 2024. 4.) Allowing those financially unable to work with the city to affect sale. 5.) Determining that the city will proceed with a lawsuit against any that do not agree to move forward with the sale. 6.) Those that do not agree will be ineligible to purchase lots in the future, 7.) Approval of the letter in its final form in Executive session.

Taylor Adams with Adams HomeStore read a letter signed by some of the Council Grove businesses regarding the actions taken by the City Council and the potential effects it could have on local businesses and urged the City Council to hold on their intended actions before moving forward with plans for annexation and litigation toward the lake leaseholders without a better understanding of the impact this will have on all citizens, leaseholders, and business owners. Mr. Adams read through the list of Business owners that signed the letter.

Terry Humpries, a lake leaseholder addressed the City Council and asked them to take a new approach of collaboration with the Lake Residents instead of an ultimatum. Mrs. Humpries said through the years Lake Residents that they wish to have stability and to own their lots and for more a decade the lake residents have proposed different approaches to accomplish this. Mrs. Humpries said that the desires have been made public and are apart of the City Lake Association Master Plan, which is posted on the website. Mrs. Humpries asked that we work together for the benefit of all.

**CONSENT AGENDA:**

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

- October 15, 2024, Minutes
- October 15, 2024, to Current Appropriations.
- Cabin Transfers: N/A
- Corporate Application for License to Sell Cereal Malt Beverages: Dollar General

**OLD BUSINESS**

- **Safe Routes to School: Update**
  - City Administrator Nick Jones told the Council that Bettis is almost finished up with the work on the West side of town and has started on the sidewalks on the east side of town. There have been few issues or complaints. Things are going well.
- **Street Scape – KDOT TA Grant: Update**
  - City Administrator Nick Jones informed the Council that paperwork has been signed and submitted to KDOT. Jason Hoskinson with BG Consultants is working on an agreement for design and engineering. Once the agreement is signed, we can start working on completing a design for the area.

**NEW BUSINESS**

- **Office Committee Recommendation - Job Description/Pay - CVB Director Position**  
City Administrator Nick Jones read the recommendation from the Office Committee to approve the job description for the CVB Director position with a pay range of \$16.50 to \$30.00 per hour. After discussion Councilperson Jason Booker made a recommendation to approve the job description for the CVB Director with a pay range of \$16.50 - \$30.00. The motion was seconded by Councilperson Sharon Haun. Motion carried 6 – 0
- **Police/Fire Committee Recommendation: Fire Department Grant: Steve Crichton:**  
City Administrator Nick Jones read the recommendation from the Police and Fire Committee to approve the purchase of a 2024 RAM3500 Tradesman REG Cab 60' C/A 4x4 from Bolton Auto for the Fire Department to replace one of the Grass Trucks at a price of \$62,787 and to purchase a 9'6" Flatbed with lights from Gary's Speed Shop for \$2,995 and to have K& M Welding to do modifications to the bed and install for \$2,690. Mounting of tank and misc. plumbing with be charged at \$85.00 per hour with payments coming from the Rural Fire Contract. Steve Crichton with the Council Grove Fire Department also spoke to the council regarding the purchase and told them that to buy a truck outfitted would cost around \$200,000 and the city doing it would cost under \$100,000. After discussion Councilperson Mark Berner made a motion to approve the recommendation of the Police/Fire Committee to purchase the new fire truck with payments coming from the Rural Fire Contracts. The motion was seconded by Councilperson Sean Honer. Motion carried 6 – 0
- **Executive Session: Attorney Client Privilege – Data Relating to Financial Affairs of an Outside Corporation:**  
There was no update regarding Data Relating to Financial Affairs of an Outside Corporation.
- **Executive Session – Attorney Client Privilege with Pat Riordan for City Lake**  
Mayor Schwerdtfeger change the executive session to the first agenda item and had City Attorney Pat Riordan present the Council with a draft contract for the sale of the lake lots to the current leaseholders. There was much discussion between the Council and Lake lease holders regarding the sale of the lots. Councilperson Mark Berner asked the group why they wouldn't want to buy their lots for \$25,000 as it was a very fair price. A lake lease holder responded by saying tax implications as the reason they do not want to own their lot. Leaseholder Shelley Dunham

**GOVERNING BODY COMMENTS**

- Mayor Debi Schwerdtfeger – said she liked seeing folks bringing their kids downtown.
- Councilperson Mark Berner – N/A
- Councilperson Denise Hartman – said she loves this community and that is why she gets emotional about it.
- Councilperson Sean Honer – N/A
- Councilperson Nathan Adams – N/A
- Councilperson Sharon Haun – said excited about SRTS and the Streetscape project for downtown.
- Councilperson Jason Booker – said here comes winter, cold and windy. SRTS is looking great.
- City Attorney Brian Henderson – recommended Council attend League of Municipalities Conferences in the future.
- Assistant City Attorney Molly Priest – N/A
- City Administrator Nick Jones – said the Washunga Days committee has asked the city to get bids to add more fence are the riverwalk for events.
- Mayor Schwerdtfeger asked for a motion to adjourn. Councilperson Sharon Haun made a motion to adjourn. Councilperson Denise Hartman 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: G-7 Date: 10/30, 2024

Name of Transferee: Erick Helger

Address: 4210 W 104<sup>th</sup> Terr

City: Overland Park State KS Zip Code 66207

Telephone Number: (913) 221-4666

Name of Transferor: Stephanie E. Hall

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

Septic tank checked: RODNEY WHITAKER

The above application is approved:

this 14 day of Nov, 2024

Signed [Signature]

Building Inspector

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

**GROUND LEASE AGREEMENT**

(Modified and Effective October 2, 2018)

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

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 26<sup>th</sup> day of October 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Erich Helfer, 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 6, Lot 6-7, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

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

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

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

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

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

2. **DEMISE:**

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

terms and conditions set forth herein, the Leased Premises.

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:**

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

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

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

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

**7. LIENS:**

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

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

**8. TAXES AND ASSESSMENTS:**

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

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



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

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

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

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

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

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

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

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

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

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

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

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

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

**12. DEFAULT:**

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

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

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

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

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

**14. SPECIAL OBLIGATIONS OF THE CITY:**

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

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

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

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

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

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

**15. SPECIAL OBLIGATIONS OF THE LESSEE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the City:

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

Primary Lessee:

Erich Helfer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. **GENERAL TERMS:**

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

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

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

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

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

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

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

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

CITY OF COUNCIL GROVE, KANSAS

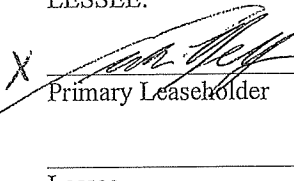
By: \_\_\_\_\_  
Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

LESSEE:

X  \_\_\_\_\_  
Primary Leaseholder

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Address to which Primary Leaseholder authorizes Notices:

4210 W 104th Ter.  
Overland Park, KS 66207

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

132 Cottonwood Cove  
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 Erich Helfer

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 Pinal Plat, Council Grove Lake Park, Section G , Lot G -7 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, lake home, sheds, and dock

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

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

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands this 26th day of October , 2024 .

Stephanie E Hall

\_\_\_\_\_

STATE OF Kansas , Morris COUNTY, ss.

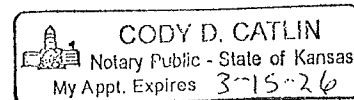
BE IT REMEMBERED, That on this 25th day of October , 2024 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephanie E Hall

who are/is personally known to me to be the same person(s) who executed the foregoing bill of sale, and such person(s) duly acknowledged the execution of the same.

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



www.CGLakeside.net




Cody D. Catlin  
Notary Public



NOTICE

Assignee and/or transferee is aware that the City of Council Grove, Kansas, is in the process of attempting to terminate the lease by either the consent of the parties to the lease, or by judicial action to have the lease declared void, and/or terminable at will. The City is willing to sell the lot subject to the lease upon the lessee's agreement to allow for the annexation of the property subject to the lease, well as the extension of public water and sewer to the Property. Assignee and/or transferee agrees to accept the assignment and/or transfer of the lease subject to this Notice.

Received

  
Name: Erich Helfer  
Date: 11-11-24

# Application for Cabin Site Transfer

COUNCIL GROVE CITY LAKE

Site Number: R-6 + <sup>end cap</sup> extension Date: November 9<sup>th</sup>, 20 24

Name of Transferee: Michael L. Richtig, Kimberly L. Richtig

Address: 6 Pheasant Run Rd

City: Hesston State KS Zip Code 67062

Telephone Number: (316) 708-3783

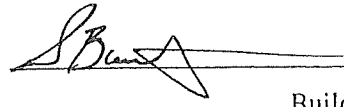
Name of Transferor: Steven C. Jess

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

Septic tank checked: By Rooney Whitaker

The above application is approved:

this 14 day of Nov, 20 24

Signed   
Building Inspector

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

**GROUND LEASE AGREEMENT**

(Modified and Effective October 2, 2018)

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

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 9<sup>th</sup> day of November 2024, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Michael Leonard Richtig, Kimberly Lois Richtig, 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 - 6, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and, including end cap extension, see attached survey

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

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

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

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

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

2. **DEMISE:**

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

terms and conditions set forth herein, the Leased Premises.

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:**

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

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

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

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

**7. LIENS:**

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

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

**8. TAXES AND ASSESSMENTS:**

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

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

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

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

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

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

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

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

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

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

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

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

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



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

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

**12. DEFAULT:**

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

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

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

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

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

**14. SPECIAL OBLIGATIONS OF THE CITY:**

- a. The city shall maintain all main roads within the Council Grove City Lake subdivision in order to provide the Leased Premises with access to public right-of-ways, consistent with the policy used within the City limits.
- b. The City agrees to work with CGCLA and any leaseholders to establish an Advisory Committee to the City Council on matters pertaining to the City Lake Park.
- c. The City shall maintain the Park, including the lake, and its supporting infrastructure, in compliance with all applicable statutes, laws, rules and regulations. However nothing herein shall require the maintenance of the infrastructure which would be contrary to the best interest of the City.
- d. The Lake is the primary water source for the City and the City shall have the right to impose such ordinances, rules and regulations as it deems necessary to protect the water supply.
- e. The City agrees to compile and make public a semi-annual accounting of all revenues generated by, and expenses incurred for, the Council Grove City Lake Park. After the first year, the City further agrees to set aside and reserve 10% of the lease rent fee to be placed in a special Capital Improvement Fund to help finance improvements at the Council Grove City Lake Park that provide benefit to the Lessees and public access facilities. A committee, including representatives of CGCLA, shall be established for the purpose of reviewing and recommending expenditures from this fund. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the committee's recommendations.
- f. Notice of any new ordinances enacted by the Lessor applicable to the Council Grove City Lake Park shall be sent, at the end of each calendar year to the Lessee.

**15. SPECIAL OBLIGATIONS OF THE LESSEE:**

- a. Lessee shall not do, or permit, anything upon the leased premises that will jeopardize the water supply of the City.
- b. This Lease does not, and is not intended to, contain all matters regarding the Lake Park and each leasehold. Lessee shall obtain, read and comply with all applicable laws, statutes, ordinances, rules and regulations regarding the use of the Leased Premises.
- c. Lessee shall not use the premises so as to constitute a nuisance.
- d. Lessee shall be responsible for removal of garbage, rubbish, other waste and waste disposal from the Leased Premises, at Lessee's expense.
- e. Chemicals may only be used on leased premises with a Chemical Permit as set forth by city ordinance.

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

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

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

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

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

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

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

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

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

the City:

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

Primary Lessee:

Michael L. Richtig, Kimberly L. Richtig  
6 Pleasant Run Rd  
Hesston, KS 67062

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:  
*Michael Leonard Richtig*  
Primary Leaseholder  
*Kimberly Lois Richtig*  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Address to which Primary Leaseholder authorizes Notices:

*6 Pheasant Run Rd*  
\_\_\_\_\_  
*Herston, KS 67062*  
\_\_\_\_\_

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

*152 E Shore Dr*  
\_\_\_\_\_  
*Council Grove, KS 66846*  
\_\_\_\_\_



COMPUTER 
TRACT 
MORTGAGE

REPORT OF SURVEY

LOT R-6 IN THE FINAL PLAT OF
COUNCIL GROVE LAKE PARK
SECTION "R"

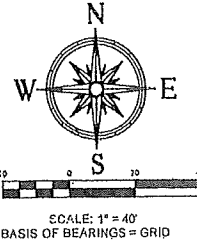
AND ALSO BEING A PART OF THE SW 1/4 OF
SECTION 8, TOWNSHIP 16 SOUTH, RANGE 8 EAST
OF THE 6TH P.M.,
MORRIS COUNTY, KANSAS

STATE OF KANSAS, MORRIS COUNTY
Loraine L. Blosser, Register of Deeds,
Book: 149 Page: 113

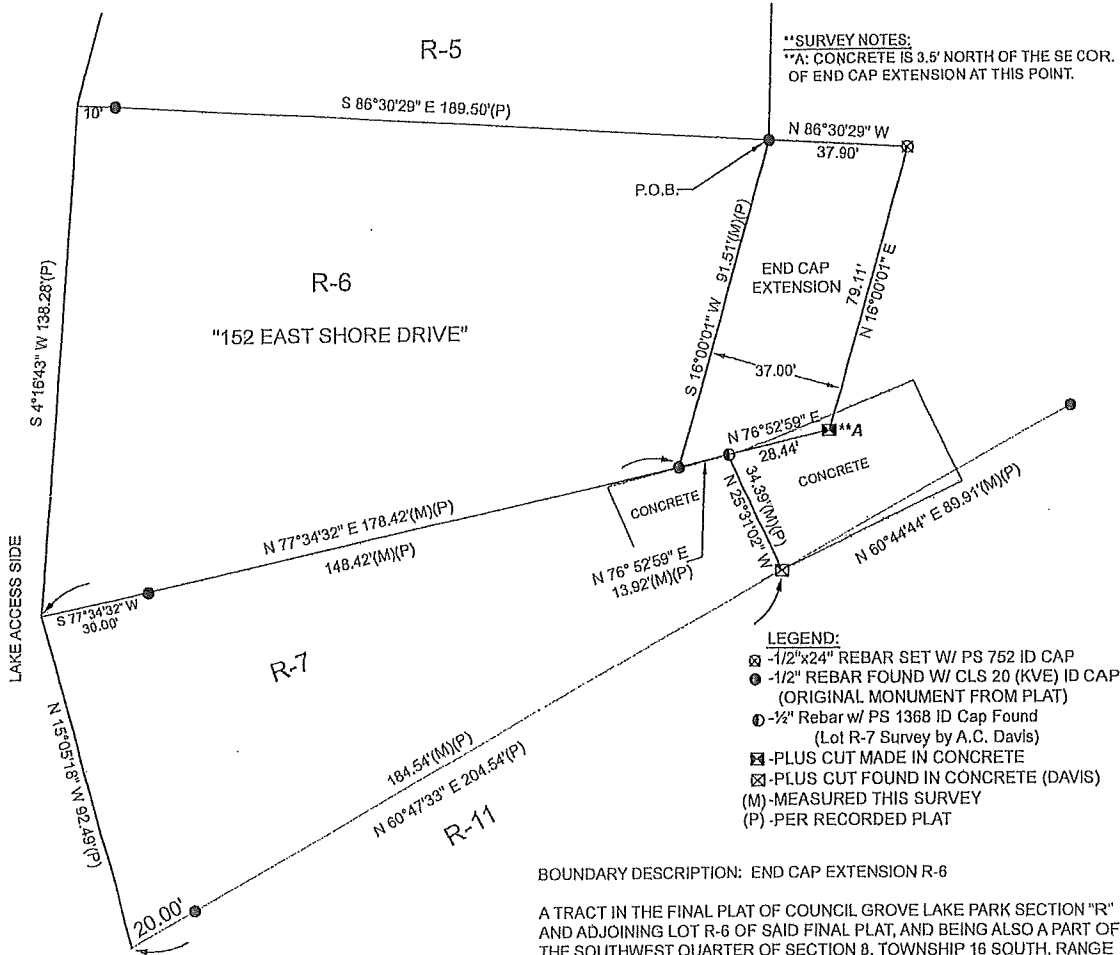
Receipt #: 20636
Pages Recorded: 1

Total Fees, \$21.00

Date Recorded: 3/6/2020 10:17:03 AM
Dorine Wilson



BASIS OF BEARINGS: SOUTHERLY LINE OF LOT R-6 OF THE FINAL PLAT
OF COUNCIL GROVE LAKE PARK SECTION R AS SURVEYED BY KAW
VALLEY ENGINEERING IN 2015, AND RECORDED IN PLAT CABINET "A" IN
THE MORRIS COUNTY REGISTER OF DEEDS OFFICE.



\*\*SURVEY NOTES:
\*\*A: CONCRETE IS 3.5' NORTH OF THE SE COR.
OF END CAP EXTENSION AT THIS POINT.

- LEGEND:
-1/2"x24" REBAR SET W/ PS 752 ID CAP
-1/2" REBAR FOUND W/ CLS 20 (KVE) ID CAP (ORIGINAL MONUMENT FROM PLAT)
-1/2" Rebar w/ PS 1368 ID Cap Found (Lot R-7 Survey by A.C. Davis)
-PLUS CUT MADE IN CONCRETE
-PLUS CUT FOUND IN CONCRETE (DAVIS)
(M) -MEASURED THIS SURVEY
(P) -PER RECORDED PLAT

BOUNDARY DESCRIPTION: END CAP EXTENSION R-6

A TRACT IN THE FINAL PLAT OF COUNCIL GROVE LAKE PARK SECTION "R"
AND ADJOINING LOT R-6 OF SAID FINAL PLAT, AND BEING ALSO A PART OF
THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE
8 EAST OF THE 6TH P.M., MORRIS COUNTY, KANSAS; BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT R-6;
THENCE S.16° 00' 01"W, ON THE EAST LINE OF SAID LOT R-6 FOR 91.51
FEET TO THE SE CORNER OF SAID LOT R-6;
THENCE N.76° 52' 59"E, ON THE NORTH LINE OF LOT R-7 FOR 13.92 FEET TO
THE NE CORNER OF SAID LOT R-7;
THENCE CONTINUING N.76° 52' 59"E, FOR 28.44 FEET;
THENCE N.16° 00' 01"E, PARALLEL WITH THE EAST LINE OF SAID LOT R-6
FOR 79.11 FEET;
THENCE N.86° 30' 29"W, FOR 37.90 FEET TO THE POINT OF BEGINNING,

CONTAINING 3,156 SQUARE FEET.

Reviewed by Karen C. Davis the 21st day of FEB, 2020.
This survey has been reviewed for filing, pursuant to K.S.A. 58-2005 and K.S.A. 58-2011 for
content only and is in compliance with those provisions. No other warranties are extended or
implied.

Signature of Karen C. Davis, KS P.S.# 1369
Reviewed for Morris County, Kansas 2/1/2020

State of Kansas )
) ss
County of Morris)

This is to certify and acknowledge that I, Steven S. Brosemer, a licensed L and Surveyor in said County and State, did prepare this
report under my direct supervision. Further, that this report and survey does not certify, with the client's knowledge, to ownership,
easements and restrictions of record, unless otherwise shown or stated. Further, that certain corners may have been determined but
not physically marked as shown. The field date is shown below.

NOTE: This document is not original unless the
signature and date are blue ink.

CLIENT: STEVE JESS

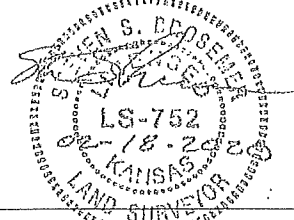


Table with 4 columns: PROJECT #, FIELD DATE, DRAWN BY, SHEET(S). Row 1: 20026-02, 02/12/2020, PSB, 1 OF 1.

GeoTech, Inc.
115 W. 6th AVENUE, EMPORIA, KS 66801
(020)342-7491 FAX (020)342-0722

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, That Steven C. Jess, a single person, hereafter referred to as "Grantor," does hereby grant, transfer and deliver unto Michael Leonard Richtig and Kimberly Lois Richtig, husband and wife, as joint tenants with right of survivorship, as "Grantees", in and to the following goods and chattels, viz:

Lake home, lake dock(s), water well, well equipment, septic system, all buildings, boathouse, appliances and all other items of tangible, personal property located on Lot R-6, Final Plat, Council Grove Lake Park Section R, Morris County, Kansas, and on the additional land described on the attached survey, including all leasehold rights to said property with the City of Council Grove.

Said property having an address of 152 E. Shore Drive, Council Grove, Kansas.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels, to the said Michael Leonard Richtig and Kimberly Lois Richtig, husband and wife, as joint tenants with rights of survivorship. And the said grantor hereby covenants with the said grantees that he is the lawful owner of said goods and chattels; that they are free from all encumbrances; that he has good right to convey the same as aforesaid, and that he will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

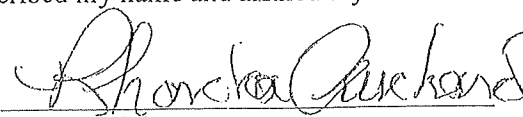
IN WITNESS WHEREOF, the said grantor has hereunto set his hand this 8 day of November, 2024.

  
\_\_\_\_\_  
Steven C. Jess

STATE OF KANSAS, COUNTY OF MORRIS, ss:

BE IT REMEMBERED, That on this 8 day of November, 2024, before me, a Notary Public in and for said County and State, came Steven C. Jess, a single person, who is personally known by me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

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

My Appointment Expires:





COMPUTER \_\_\_\_\_  
 TRACT \_\_\_\_\_  
 MORTGAGE \_\_\_\_\_

**REPORT OF SURVEY**

LOT R-8 IN THE FINAL PLAT OF  
 COUNCIL GROVE LAKE PARK  
 SECTION "R"  
 AND ALSO BEING A PART OF THE SW 1/4 OF  
 SECTION 8, TOWNSHIP 16 SOUTH, RANGE 8 EAST  
 OF THE 8TH P.M.,  
 MORRIS COUNTY, KANSAS

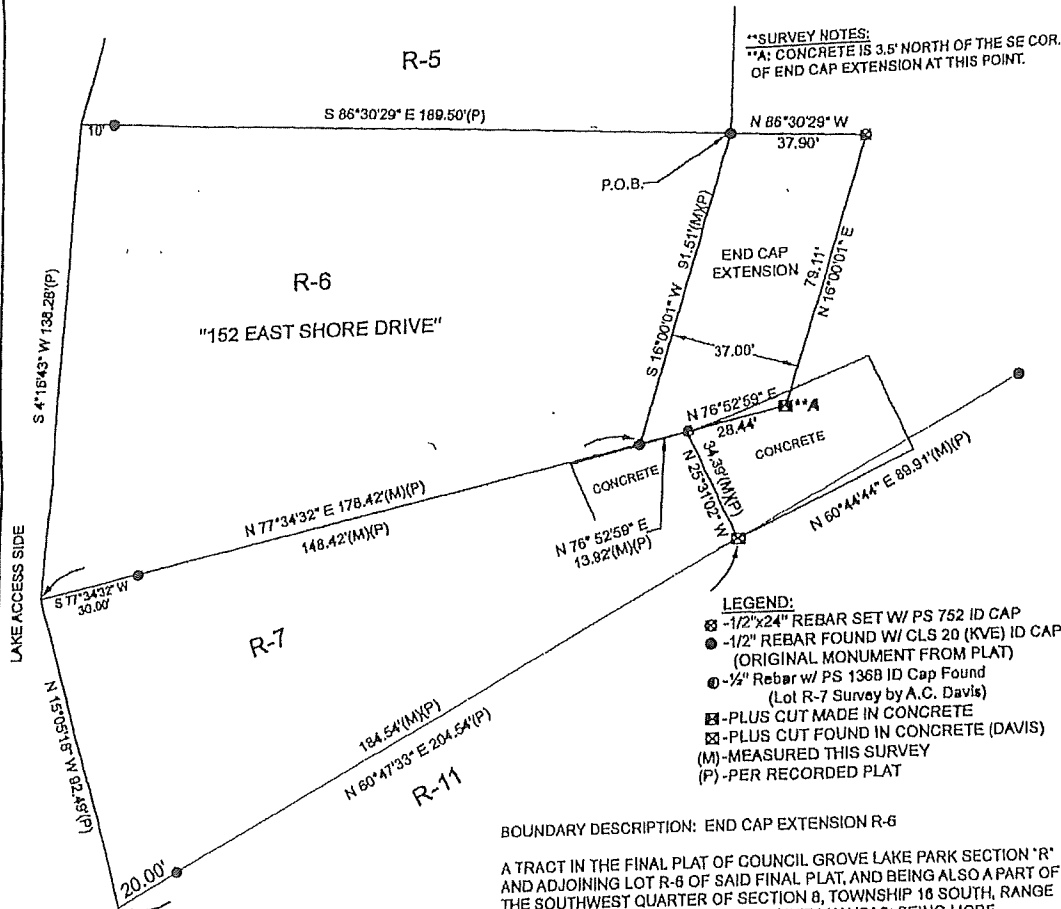
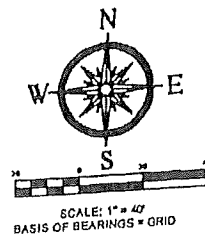
STATE OF KANSAS, MORRIS COUNTY  
 Corinne L. Blosser, Register of Deeds  
**Book: 249 Page: 113**

Receipt #: 20636 Total Fees: \$71.00  
 Pages Recorded: 1

Date Recorded: 3/6/2020 10:17:00 AM

*Corinne Blosser*

BASIS OF BEARINGS: SOUTHERLY LINE OF LOT R-6 OF THE FINAL PLAT  
 OF COUNCIL GROVE LAKE PARK SECTION "R" AS SURVEYED BY KAW  
 VALLEY ENGINEERING IN 2015, AND RECORDED IN PLAT CABINET "A"  
 IN THE MORRIS COUNTY REGISTER OF DEEDS OFFICE.



\*\*SURVEY NOTES:  
 \*\*A: CONCRETE IS 3.5' NORTH OF THE SE COR.  
 OF END CAP EXTENSION AT THIS POINT.

- LEGEND:**
- ⊗ -1/2"x24" REBAR SET W/ PS 752 ID CAP
  - -1/2" REBAR FOUND W/ CLS 20 (KVE) ID CAP (ORIGINAL MONUMENT FROM PLAT)
  - ⊙ -1/2" Rebar w/ PS 136B ID Cap Found (Lot R-7 Survey by A.C. Davis)
  - ⊠ -PLUS CUT MADE IN CONCRETE
  - ⊡ -PLUS CUT FOUND IN CONCRETE (DAVIS)
  - (M) -MEASURED THIS SURVEY
  - (P) -PER RECORDED PLAT

**BOUNDARY DESCRIPTION: END CAP EXTENSION R-6**

A TRACT IN THE FINAL PLAT OF COUNCIL GROVE LAKE PARK SECTION "R" AND ADJOINING LOT R-6 OF SAID FINAL PLAT, AND BEING ALSO A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 8 EAST OF THE 6TH P.M., MORRIS COUNTY, KANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT R-8;  
 THENCE S. 16° 00' 01" W, ON THE EAST LINE OF SAID LOT R-8 FOR 91.51 FEET TO THE SE CORNER OF SAID LOT R-8;  
 THENCE N. 76° 52' 59" E, ON THE NORTH LINE OF LOT R-7 FOR 13.92 FEET TO THE NE CORNER OF SAID LOT R-7;  
 THENCE CONTINUING N. 76° 52' 59" E, FOR 28.44 FEET;  
 THENCE N. 16° 00' 01" E, PARALLEL WITH THE EAST LINE OF SAID LOT R-8 FOR 79.11 FEET;  
 THENCE N. 86° 30' 29" W, FOR 37.80 FEET TO THE POINT OF BEGINNING,

CONTAINING 3,156 SQUARE FEET.

Reviewed by Aaron C. Davis 2/24/2020  
 This survey has been reviewed for compliance with the provisions of K.S.A. 58-2006 and K.S.A. 58-2011 for compliance with the provisions of these provisions. No other restrictions or conditions are imposed.  
*Aaron C. Davis* KS P.S. 136B  
 2/24/2020

Certification:  
 State of Kansas )  
 ) ss  
 County of Morris)

This is to certify and acknowledge that I, Steven S. Brosemer, a Licensed Land Surveyor in said County and State, did prepare this report under my direct supervision. Further, that this report and survey does not certify, with the client's knowledge, to ownership, easements and restrictions of record, unless otherwise shown or stated. Further, that certain corners may have been determined but not physically marked as shown. The field date is shown below.

NOTE: This document is not original unless the signature and date are blue ink.

CLIENT: STEVE JESS



GeoTech, Inc. 115 W. 5th AVENUE, EMPORIA, KS 66801 (820)342-7401 FAX (820)342-6722	PROJECT #:	FIELD DATE:	DRAWN BY:	SHEET(S)
	20028-02	02/12/2020	PSB	1 OF 1



NOTICE

Assignee and/or transferee is aware that the City of Council Grove, Kansas, is in the process of attempting to terminate the lease by either the consent of the parties to the lease, or by judicial action to have the lease declared void, and/or terminable at will. The City is willing to sell the lot subject to the lease upon the lessee's agreement to allow for the annexation of the property subject to the lease, well as the extension of public water and sewer to the Property. Assignee and/or transferee agrees to accept the assignment and/or transfer of the lease subject to this Notice.

Received

*Michael L. Richtig, Kimberly L. Richtig*

Name: Michael L. Richtig, Kimberly L. Richtig

Date: November 9<sup>th</sup>, 2024



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

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

Leasehold Location: Section Letter: G Site No.: 7 911 Address: 132 Cottonwood Cove, Council Grove, KS 66846

Name(s) of Lessee(s) / Prospective Lessee(s): Stephanie E. Hall

Mailing Address: 305 E Cleburne St. City: Randolph State: KS Zip: 66554

Phone: (515) 297-4710 Cell Phone: Same Date: 11/12/2024 Requested Linear Feet: 186.25

Signature(s) of Lessee(s) or Prospective Lessee(s): Stephanie E Hall  
(Must be same names as on lease) DocuSigned by: 6BCADECDFD8D439...

The above signed do hereby request a Boundary Line Adjustment for the purpose of: For the lot to encompass the shed currently in the common area.

The following items must be submitted with this application:

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

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

**OFFICE USE ONLY BELOW THIS LINE**

Boundary Line Adjustment (BLA) determination criteria:

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

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

BLA Linear Feet: \_\_\_\_\_ BLA FT<sup>2</sup>: 2006sq' BLA Rate: \$ 0.11 FT<sup>2</sup> BLA Fee: \$ 220<sup>66</sup>

City's Designated Agent: \_\_\_\_\_ BLA Recommended: (yes/no) \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

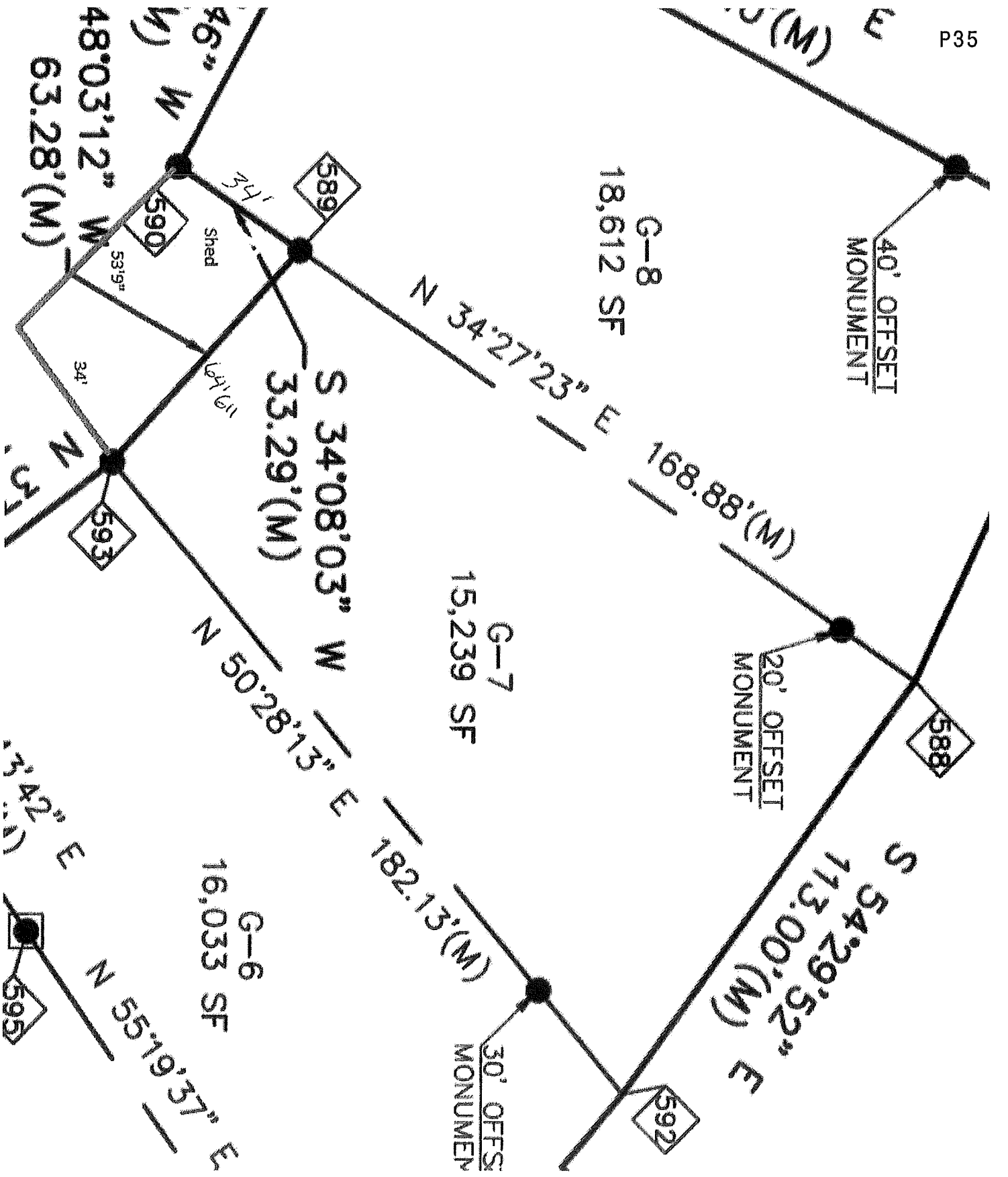
Governing Body Lake Committee: \_\_\_\_\_ BLA Reviewed Date: 11/14/24

Governing Body: \_\_\_\_\_ BLA Approved: (yes/no) Date: 11/14/24

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

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

*CITY LAKE BUILDING COMMITTEE APPROVED 11/14/24*



November 12, 2024

To: City of Council Grove

From: Kevin and Mary C Hawley, G-6 Lessee's

Re: G-7 Roadside Shed/Lot Extension

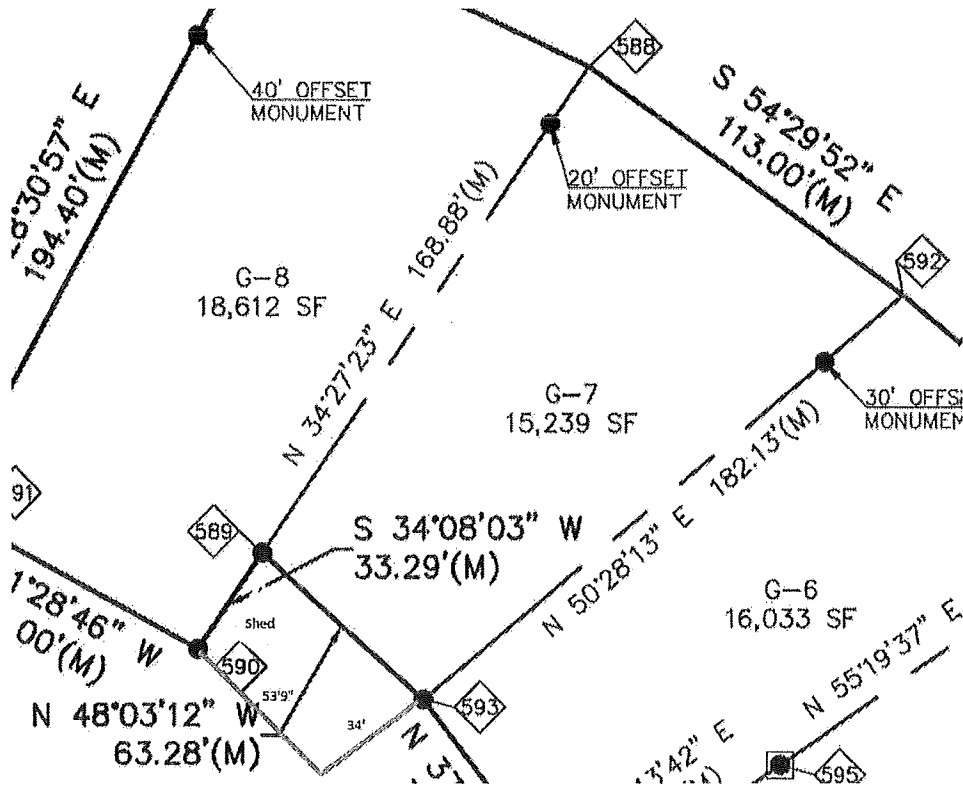
We understand the lessee of G-7 is applying for a lot extension for their lot in order to encompass the shed that currently sits on the roadside of the house. We understand their lot line would then be extended roughly 34' out from the pin that currently sits on our SW corner as indicated in the sketch below. This will not impede the access to our lot and we have no issues with this extension for that purpose.

Thank you,

Signed by:  
*K. Hawley*  
BF11A9D7A7B942C...

Signed by:  
*M. C. Hawley*  
BF11A9D7A7B942C...

Kevin & Mary C Hawley



November 8, 2024

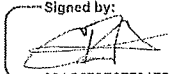
To: City of Council Grove

From: 5A LLC, G-8 Leaseholder  
Casey Atkins, Primary Lessee

Re: G-7 Roadside Shed

We understand the lessee of G-7 is applying for a lot extension for their lot to encompass the shed on the roadside of the house, and a variance for it to lay within the 5 ft setback of our shared lot line. In its current position, we understand that it will be within the 5 ft setback of our shared lot line, and we have no issue with the variance. The shed location, which has been in the same position since 2011, is OK with us and is of no concern.

Thank you,

Signed by:  
  
33AC579E2E794F2...

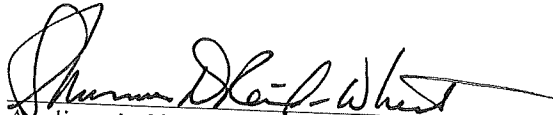
Casey Atkins, Primary Lessee



Alcohol Consumption and Sale at Community Events Applications

1. NAME Council Grove Public Library  
ADDRESS 829 W. Main St.
2. DATE OF EVENT Nov. 22, 2024  
TIME OF EVENT 6:00 pm - 9:00 pm
3. STATE LICENSE PERMIT FOR THE SALE OF ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE Tipsy Gypsy - see attached
4. A SECURITY PLAN. **ATTACH TO FORM**
5. A PLAN FOR HOW AND WHEN THE PREMISES WILL BE CLEANED UP  
**ATTACH TO FORM.**
6. A PLAN AS TO HOW THE EVENT PROMOTER WILL PREVENT THE OFF PREMISES CONSUMPTION OF ALCOHOL AND THE CONSUMPTION OF ALCOHOL BY MINORS.  
**ATTACH TO FORM**
7. A DETAILED SITE MAP INDICATING ENTRY EXIT POINTS TO THE EVENT VENUE(S), DESCRIPTION OF THE SIGNAGE, BARRIERS OR MAPS WHICH WILL USED TO DESIGNATE THE AREA IN WHICH ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGES MAY BE CONSUMED, NUMBER AND EXACT LOCATIONS OF ALL ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE SALE/DISTRIBUTION BOOTHS AND THE LOCATION OF ANY LICENSED DRINKING ESTABLISHMENTS THAT DESIRE TO PARTICIPATE IN THE TEMPORARY ENTERTAINMENT DISTRICT. **ATTACH TO FORM**
8. IS ENTRY TO THE EVENT OR TEMPORARY ENTERTAINMENT DISTRICT IS RESTRICTED TO INVITED GUESTS OR OPEN TO THE PUBLIC.  
Open to public, with purchase of entry ticket
9. AT THE TYPE OF ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE TO BE SOLD OR DISPENSED AND THE MEANS OR METHOD WHICH WILL BE USED TO SELL, DISPENSE OR DISTRIBUTE THE ALCOHOL TO EVENT ATTENDEES. **ATTACH TO FORM**
10. IDENTIFY THE ON-SITE SUPERVISOR OF THE ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE SERVICE. Lyndsey Laramore, Tipsy Gypsy
11. THE NAME, ADDRESS AND LICENSEE OF ANY DRINKING ESTABLISHMENT, WHICH IS ADJACENT TO THE EVENT AND WHICH HAS EXTENDED ITS LICENSED PREMISES INTO THE TEMPORARY ENTERTAINMENT DISTRICT IF SUCH EVENT IS OCCURRING ON THE PUBLIC STREETS AND SIDEWALKS OF THE CITY OF COUNCIL GROVE. **ATTACH TO FORM**

- 12. THE NAME AND ADDRESS OF ANY ADJACENT BUSINESSES WHICH ARE TO BE INCLUDED IN THE EVENT AREA OR TEMPORARY ENTERTAINMENT DISTRICT. **ATTACH TO FORM**
- 13. A LIST OF STREETS AND/OR STREET RIGHTS-OF-WAY TO BE CLOSED TO MOTOR VEHICLE TRAFFIC FOR SUCH EVENT OR TEMPORARY ENTERTAINMENT DISTRICT AND THE DATES AND TIMES FOR SUCH STREET CLOSURES. **ATTACH TO FORM**
- 14. IF SIGNS ARE TO BE USED TO DESIGNATE AREAS WHERE ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE MAY BE CONSUMED, A DIAGRAM SHOWING THE NUMBER, SIZE AND LOCATION OF SUCH SIGNS. **ATTACH TO FORM**

  
 Applicant's Signature

11/7/2024  
 Date

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

The above application is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 2011, for the purpose of retail sales on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, thru the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 City Clerk/City Administrator

\_\_\_\_\_  
 Date

#4-Security Plan

Event site security/risk status		1-5 Very Low	
		6-10 Low	
		11-15 Medium	
		16-20 High	
	<b>Entrances and Exits</b>	<b>Crowd Behaviour</b>	<b>Site Symbolism</b>
Threat Rating	2 marked entrance/exits	No know instances in past events	Venue has no cultural, religious or historical significance
Vulnerability Rating	High resistance/awareness of threats	Mitigation in place	High resistance/awareness of threats
Risk Status	2	2	2
Description	Unauthorized entry unlikely as doors will be manned	Expected crowd to be relaxed, positive	No reason to expect issues to arise

See attached map for building layout and exits.

All Exits, fire extinguishers, first aid kits, water sources are visibly marked.

Communication with crowd will be via loudspeaker, in case of emergency.

#5-Event Clean-up

Business Interior and Exterior will be cleaned up by CGPL Staff. Drink event will be clean up by Topsy Gypsy Staff.

#6-Alcohol consumption

ID's will be checked at door, all ticket holders will receive wrist bands. Staff will be posted at exit points with trash can for disposal of any potential out going alcohol.

#7-Map attached

#9 Types of Alcohol- Dispensing of alcohol will be done by The Topsy Gypsy mobile bartenders. Alcohol and cereal malt beverages will be available.

#11-No adjacent drinking establishments adjacent

#12-No adjacent businesses are included in this advert

#13-Entire event activities will be inside the building, no streets will need to be closed.

#14 Signage will be posted stating : Alcohol may only be consumed inside the building. Signs will be on bright paper, 8 1/2" x 11" posted thru out the entire building.





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

### Office Committee Recommendation

The Office Committee recommends the Council approve the updated Vacation Leave policy

#### Current Vacation Leave Policy

**E-4. VACATION LEAVE.** Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized vacation or sick leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

(a) Full-Time Employees. Full-time employees are entitled to paid vacation leave time according to the following schedule. No paid vacation leave time may be taken during the first year of employment. Vacation of one week is accrued during the first year of employment and is only permitted to be used after completion of the first year of employment. Employment years of 3 through 10 may use two weeks of vacation. Employment of years 11 through 20 may use three weeks of vacation time. On year 20 and above, an employee accrues four weeks vacation to be taken after the completion of year 20. No more than 5 days of vacation will be permitted to be carried over into the next year.

#### VACATION ACCURAL PER YEARS OF SERVICE

0 to 1	2 thru 9	10 thru 19	20 & over
Hours Earned Per Pay Period			
1.54	3.08	4.62	6.16

- (b) Part time, seasonal and temporary employees shall not earn vacation leave.
- (c) Probation and Training Period. Employees during their three-month probation will not accrue sick leave, holiday pay or insurance. They will accrue vacation each pay period, not to be used until completion of their first year of employment.

- (d) Occasionally and with approval from the employee's department head, a new employee with less than one year's service, may be absent without pay.
- (e) Scheduling. The dates for the taking of vacation leave shall be scheduled in consultation with the employee's department head. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the city, vacation leave shall be granted on the basis of seniority of city employment. More than two consecutive days of vacation used must have two weeks prior notice. Taking more than two weeks vacation consecutively is only permitted with prior approval from the City Council. No more than two employees within a department can be granted vacation at one time.
- (f) Holiday during Vacation. City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.
- (g) Minimum Hours. Employees may use vacation leave in units of not less than one hour, subject to the approval of their supervisor.
- (h) Termination. Upon termination, an employee shall be compensated for all earned but unused vacation leave up to at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule in Section Es-4(a).



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## **NEW POLICY**

### **Policy Statement**

The City of Council Grove recognizes that employees should have opportunities to take time away from work for reasons of their choosing to help bring balance to their lives. This policy applies to full-time employees.

### **Purpose**

This policy establishes a vacation leave program for full-time City employees. Employees are accountable and responsible for managing their leave hours to allow for adequate reserves if there is a need to cover situations that require time off from work.

### **E-4. Standards for Vacation Leave**

1. A full-time employee who works 40 hours per week earns leave on their employment anniversary in accordance with the Vacation leave accrual schedule (Appendix A). The City reserves the discretion to determine if the established schedules apply.
2. Vacation Leave hours will be credited on the pay day for the pay day for the pay period. For example, if the employment anniversary is June 16, the new Vacation leave accrual amount will be available for use on the next pay period.
3. City employees are eligible to accrue Sick Leave, in addition to accruing Vacation Leave. City observed Holidays are separate from Vacation Leave and Sick Leave.
4. Since there are specific busy periods for the various departments of the City, employees must coordinate all leave requests with their supervisor to ensure work responsibilities are covered.
5. Employees should request Vacation leave at least 2-4 weeks in advance and receive approval.
6. Every effort will be made to grant each employee's requested Vacation leave whenever operations permit, while management reserves the right to change and/or deny leave requests when it is necessary to meet operational requirements.

### **Status Changes and Paid Leave**

1. Former City employees who return to work for the City, may receive credit for their previous service and will be assigned in accordance with the Vacation leave accrual schedule.

2. PTO Payout upon departure – City employees are paid out a max of 120 hours of Vacation leave upon departure from City employment (planned or termination). The remaining Vacation leave is forfeited. Additionally, when an employee has a planned departure date, no Vacation leave can be used in the last 10 days of employment, unless explicitly approved by the City Administrator.

#### **Appendix A: Vacation Leave Accrual Schedule for Full-time Employees**

<b>Months of Employment</b>	<b>Accrual Per Year (Days/Hours)</b>
0-3 years	15 days / (3 weeks)
4-7 years	20 days/ (4 weeks)
8-11 years	25 days/ (5 weeks)
12-15 years	30 days/ (6 weeks)
16-19	35 days/ (7 weeks)
20+ years	40 days/ (8 weeks)

Part time, seasonal and temporary employees shall not earn vacation leave.

**Probation and Training Period.** Employees during their three-month probation will not accrue sick leave, holiday pay or insurance. They will accrue vacation each pay period, not to be used until completion of their first year of employment.

Occasionally and with approval from the employee's department head, a new employee with less than one year's service may be absent without pay.

**Scheduling.** The dates for the taking of vacation leave shall be scheduled in consultation with the employee's department head. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the city, vacation leave shall be granted on the basis of seniority of city employment. More than two consecutive days of vacation used must have two weeks prior notice. Taking more than two weeks' vacation consecutively is only permitted with prior approval from the City Administrator. No more than two employees within a department can be granted vacation at one time unless approved by the department head and City Administrator.

**Holiday during Vacation.** City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

**Minimum Hours.** Employees may use vacation leave in units of not less than one hour, subject to the approval of their supervisor or City Administrator



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### Office Committee Recommendation

The Office Committee recommends the Council approve the revised Article M-3 of the City Employee Policy Manual.

#### ARTICLE M. WORKER SAFETY.

**Old Policy:**

**M-3. PROTECTIVE FOOTWEAR.** The city requires all employees who are involved with heavy objects or equipment to wear metal or fiberglass tipped footwear to prevent the most common type of foot injuries. The city will reimburse employees \$15 for each pair of shoes or boots with toe protection, up to \$30 per year.

**New Policy:**

**M-3. PROTECTIVE FOOTWEAR.** The city requires all employees who are involved with heavy objects or equipment to wear metal or fiberglass tipped footwear to prevent the most common type of foot injuries. The city will reimburse employees up to \$250 for each pair of shoes or boots with toe protection with submission of a receipt of purchase.