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

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

City Council Agenda
October 6, 2020
5:30 P.M. - City Hall

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT PERIOD

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

CONSENT AGENDA:

- Minutes from the Previous meeting — Pages 2 - 3
- Appropriations:
- Lake Cabin Transfer: GE-1 — Pages 4 - 19

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

OLD BUSINESS:

- HWY 177 Highway Resurfacing Update:

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

- North Riverwalk Extension Update:

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

NEW BUSINESS:

- Riverbank Brewery - Jesse Knight — Page 20

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

- City Lake Committee Recommendation: End Cap Extension – C-44 — Pages 21 – 26

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

- City Lake Committee Recommendation: End Cap Extension – I-34 — Pages 27 - 31

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

- City Lake Committee Recommendation: End Cap Extension – J-23 — Pages 32 - 38

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

- City Lake Committee Recommendation: Variance Request - K-21 — Pages 39 - 43

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

- Riverwalk Committee Recommendation: Concrete Work - Bids

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

- Memorial Tree Program: — Pages 44 - 48

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

- Appointment of City Attorney: Bill Halvorsen — Page 49

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

Governing Body Comments:

Adjournment:

City Council Meeting Minutes
September 15, 2020

WELCOME AND CALL TO ORDER

President of the Council Mark Brooks called the regular City Council Meeting to order. Council members present were: Jason Booker, Mark Berner, Keith Wessel, Larry Siegrist, and Sharon Haun. Mayor Debi Schwerdtfeger was absent. City Attorney Bill Halvorsen and City Administrator Nick Jones were also present. Others attending were: Alicia Wessel, Max Byrum, Becky Catlin, Gary Catlin, Mindy Andres, Marcus Hernandez, and Megan Weaver.

PUBLIC COMMENT PERIOD I

Max Byrum requested to hold another drive-up concert at the same lake location as it has been held at and with the possibility of having fireworks as well. They would like to hold the concert on October 3, 2020, from 6:00 P.M. to 9:00 P.M. After discussion regarding liability insurance for the firework display Councilperson Mark Berner made a motion to allow the drive-up concert contingent on insurance being completed for the fireworks. Councilperson Jason Booker seconded the motion and the Council voted 5-0 in favor. Motion carried.

CONSENT AGENDA

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

- September 1, 2020 Minutes
- September 1, 2020, to Current Appropriations.
- Cabin Transfer – B-42A from Jesse & Anne Shaver to Anne Root Rev. Trust, Wichita, KS.
  I-31 from Anne Root Rev. Trust to Scott & Amy Miller, Maize, KS.

The Council voted 5-0 in favor. Motion carried.

OLD BUSINESS

- **HWY 177 Highway Resurfacing Update**
  City Administrator Nick Jones gave the Council a briefing on the timeline for the Resurfacing Project. The HWY 177 Highway Resurfacing Project has started and is planned to be completed around October 19, 2020.

- **Johnson Water Sewer Work Update**
  City Administrator Nick Jones noted Johnson Water Sewer Company has measured all the sewer lines to be repaired and is preparing to order the needed product.

- **North Riverwalk Extension Update**
  City Administrator Nick Jones noted he has heard from RF Beachner for the North Riverwalk Extension Project and they are working on moving forward with it.

NEW BUSINESS

- **City Lake Committee Recommendation: R-N1**
  Building Inspector James Masters noted the Lake Committee Recommends the Council denies the Boundary Line Extension request from R-N1. The Lake Committee noted the ordinance states a boundary line extension can only be done for an additional structure on the property and the leaseholders of R-N1 want to put a propane tank on the boundary line extension. Gary and Becky Catlin expressed why they wish to put the propane tank on the boundary line extension. The other areas where there is space for one has a lateral field, sidewalk, or it is very steep. Councilperson Larry Siegrist noted the leaseholder could contact the propane company and request a variance from them in regards to how close to the house the tank can be. After discussion, the Council President Mark Brooks asked if any of the Councilmembers wanted to make a motion and upon hearing none the Council moved on to the next item.

GOVERNING BODY COMMENTS

- **Councilperson Jason Booker** – None
- **Councilperson Mark Berner** – None
- **Councilperson Keith Wessel** – None
- **Councilperson Mark Brooks** – Requested a gate be instilled on the entrance into the Riverwalk at Conn Street.
  Councilperson Brooks requested the Belfry Street Project be started up again. He is concerned about further damage that could happen and the corner falling off the hill. City Administrator Nick Jones noted he will look into getting some quotes.
- **Councilperson Larry Siegrist** – None

- **Councilperson Sharon Haun** – None
- **City Attorney Bill Halvorsen** – None
- **City Administrator Nick Jones** – Noted the Farmers Market plans to be open during the City Wide Garage Sale and would like to request approval to have garage sale items at the Famers Market as well. After discussion Councilperson Jason Booker made a motion to allow the current Farmers Market vendors to sell garage sale items during the City Wide Garage Sale. Councilperson Sharon Haun seconded the motion and the Council voted 5-0 in favor. Motion carried.
- **Mayor Debi Schwerdtfeger** – Absent

ADJOURNMENT

Councilperson Keith Wessel made a motion to adjourn. Councilperson Mark Berner seconded the motion and the Council voted 5-0 in favor. Motion carried.

_____

Debi Schwerdtfeger Mayor

ATTEST:

_____

Nick Jones City Administrator

Application for Cabin Site Transfer

COUNCIL GROVE CITY LAKE

Site Number: GE7 Date: September, 2020

Name of Transferee: Jay Paul Cynthia ~~Ann~~ Amos

Address: 9553 Ryan Ct.

City: Wichita State KS Zip Code 67205

Telephone Number: 316/347-1395

Name of Transferor: Kenneth M Reitz

OFFICE USE ONLY BELOW THIS LINE

Septic tank checked: September 10, 2020

The above application is approved:

this 22nd day of September, 2020

Signed James Mast

Building Inspector

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

GROUND LEASE AGREEMENT

(Modified and Effective October 2, 2018)

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

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 18th day of September 2020, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Jay and Cynthia Ann Amos, 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 G, Lot G-E7, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

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

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

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

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

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

2. **DEMISE:**

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

terms and conditions set forth herein, the Leased Premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. LIENS:

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

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

8. TAXES AND ASSESSMENTS:

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

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

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

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

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

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

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

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

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

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

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

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

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

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

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

12. **DEFAULT:**

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

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

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

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

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

14. SPECIAL OBLIGATIONS OF THE CITY:

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

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

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

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

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

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

15. SPECIAL OBLIGATIONS OF THE LESSEE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the City:

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

Primary Lessee: Jay Amos
9553 Ryan Ct
Wichita KS 67205

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:

Jay Amos
Jay Amos

Primary Leaseholder

Cynthia M. Amos
Lessee Cynthia M. Amos

_____

Lessee

Address to which Primary Leaseholder authorizes Notices:

9553 Ryan Ct.

Wichita, KS 67205

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

106 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 Jay M. Amos and Cynthia M. Amos

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

Lake home and related improvements located in Final Plat, Council Grove Lake Park, Section G , Lot G - E1 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, lake home, 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 18th day of September , 2020 .

STATE OF Kansas , Morris COUNTY, ss.

BE IT REMEMBERED, That on this 18th day of September , 2020 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kenneth M. Reitz 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.

LAKESIDE PROPERTIES

www.CGLakeside.net

GARY L. CATLIN
Notary Public - State of Kansas
My Appt. Expires 07/06/2021

Notary Public

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

SEPTIC SYSTEM INSPECTION RESULTS

Section: G Site: G-E1 Date: September 10, 2020

Address: 106 COTTONWOOD COVE

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ( )

Septic Tank Capacity: 500 GALLONS

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

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

Pumped By: GLEN SISSION Date: 9-1-2020

Inspected By: JAMES MASTERS Date: 9-1-2020

Inspected By: _____ Date: _____

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

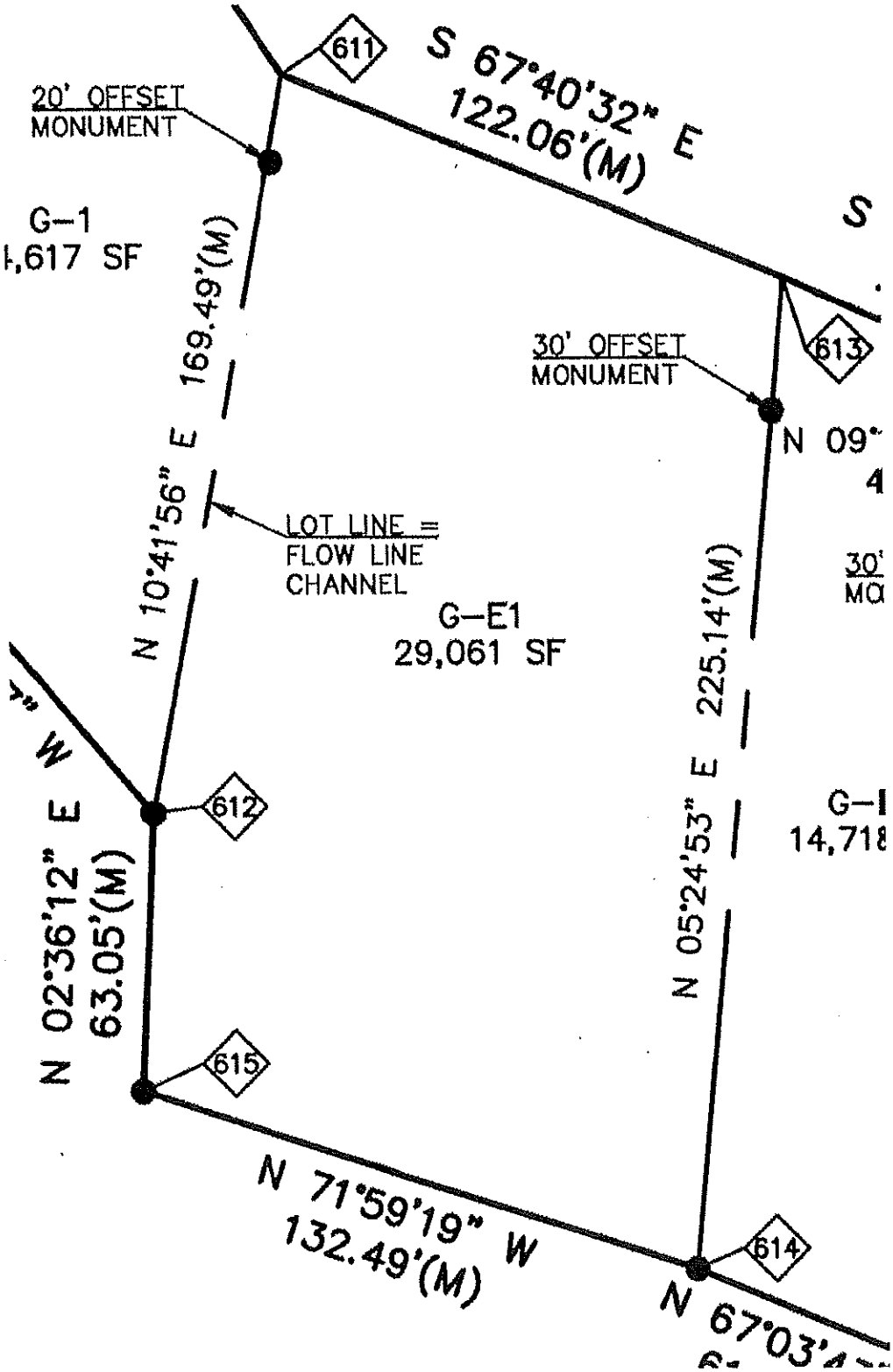
Comments: Cabin has not been used for a couple years.

Sincerely,

James Masters

James Masters
City Inspector

LAKE ACCESS SIDE



ROAD ACCESS SIDE

BOUNDARY CORNER COORDINATES

◇	NORTHING	EASTING		LATITUDE	LONGITUDE
587	126065.2797	1717915.4126		N38.67073411	W96.57944607
588	126021.1630	1718010.6430		N38.67060890	W96.57911501
589	125881.9123	1717915.0950		N38.67023072	W96.57945726
590	125854.3536	1717896.4123		N38.67015586	W96.57952420
591	125894.4618	1717822.6054		N38.67026915	W96.57978046
592	125955.5375	1718102.6389		N38.67042477	W96.57879645
593	125839.6138	1717962.1605		N38.67011257	W96.57929477
594	125895.2804	1718174.7142		N38.67025623	W96.57854736
595	125820.5161	1718066.6324		N38.67005563	W96.57892996
596	125779.9827	1718007.1496		N38.66994692	W96.57914049
597	125838.2450	1718195.4586		N38.67009876	W96.57847785
598	125715.8526	1718058.0117		N38.66976867	W96.57896591
599	125692.2453	1718031.1896		N38.66970501	W96.57906113
600	125762.7196	1717982.4371		N38.66990059	W96.57922798
601	125781.7186	1718228.8769		N38.66994213	W96.57836393
602	125672.4022	1718155.4869		N38.66964518	W96.57862695
603	125616.2721	1718127.0552		N38.66949231	W96.57872960
604	125767.3653	1718289.2744		N38.66990012	W96.57815322
605	125584.3391	1718205.2782		N38.66940127	W96.57845743
606	125612.3597	1718124.4830		N38.66948168	W96.57873882
607	125714.0127	1718348.9678		N38.66975108	W96.57794711
608	125574.0008	1718281.8239		N38.66936959	W96.57818994
609	125498.2234	1718245.8247		N38.66916310	W96.57832017
610	125524.0095	1718177.5325		N38.66923684	W96.57855790
611	125640.3570	1718398.5340		N38.66954673	W96.57777759
612	125473.8153	1718367.0688		N38.66909087	W96.57789694
613	125593.9929	1718511.4439		N38.66941457	W96.57738474
614	125369.8602	1718490.1985		N38.66880016	W96.57747147
615	125410.8259	1718364.2047		N38.66891806	W96.57791043
616	125562.3854	1718581.8099		N38.66932476	W96.57714007
617	125518.2969	1718574.5950		N38.66920403	W96.57716776
618	125346.0856	1718546.3769		N38.66873247	W96.57727605
619	125535.9169	1718648.9610		N38.66924920	W96.57690637
620	125346.3976	1718619.7363		N38.66873016	W96.57701914
	STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET			LATITUDE & LONGITUDE DECIMAL DEGREES	

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

ESTIMATE # 516-20

FOR WHOM: Jesse Knight
MAIL ADDRESS:
WORK LOCATION: RIVER BANK BREWERY
JOB DATE: TBD

QUANTITY	DESCRIPTION	PER/UNIT	AMOUNT
1	Complete 48"x36" meter well / ring /lid	$411.79	$411.79
1	2" Neptune Ultra Sonic Radio Read Meter	$1,000.00	$1,000.00
1	4" CIS X 2" IPS Two Strap Saddle	$199.35	$199.35
1	2" CTS X 2" IPS BRASS CORP STOP	$421.34	$421.34
12	FT OF 2" HDPE TUBING WITH TRACING WIRE	$2.19	$26.28
1	2" CTS X 2" METER FLANGE BRASS METER STOP	$551.61	$551.61
1	2" CTS X 2" METER FLNGE BRASS METER TAIL	$125.00	$125.00
4	2" INSERTS	$3.71	$14.84
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	SUB TOTAL		$2,750.21
	9.2% TAX		$253.02
	STREET REPAIR	$0.00	$515.00
1	DUMP TRUCK	$55.00	$55.00
1	JACK HAMMER/ COMPRESSOR	$75.00	$75.00
3	HRS. BACKHOE NO TAX	$85.00	$255.00
4	HOURS LABOR 2 MEN NO TAX	$50.00	$200.00
DEPARTMENT:	WATER	TOTAL COST	$4,103.23

THIS IS ONLY AN ESTIMATE, PRICES MAY VARY, GOOD FOR 30 DAYS

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

CITY LAKE COMMITTEE

CITY COUNCIL MEETING RECOMMENDATION, OCTOBER 6, 2020

1. RECOMMEND THE COUNCIL APPROVE AN END CAP EXTENSION REQUEST FOR 24 FEET FOR THE CONSTRUCTION OF A 30'X30' GARAGE.

LANCE AND SUSAN SAVILLE, C-44

EXTENSION WILL NOT RESTRICT OR INTERFERE WITH THE NEIGHBORING CABINS OR ACCESS TO THE AREA. THE NEIGHBORING LEASEHOLDS ARE AWARE OF THIS REQUEST AND HAVE INDICATED SUCH IN WRITING.

LAKE COMMITTEE: KEITH WESSEL
MARK BERNER

CITY INSPECTOR: JAMES MASTERS

City of HISTORIC COUNCIL GROVE
205 Union
P.O. Box 313
Council Grove, Ks. 66846

City Hall Phone (620) 767-5417
Water Dept. Phone (620) 767-5321
Fax (620) 767-6749

APPLICATION FOR COUNCIL GROVE LAKE PARK BOUNDARY LINE ADJUSTMENT

Leasehold Location: Section Letter: C Site No.: 44 911 Address: 204 Breezy Shores Circle Council Grove, KS 66846

Name(s) of Lessee(s) / Prospective Lessee(s): Lance and Susan Saville

Mailing Address: 1115 Shawnbrook Dr City: Manhattan State: KS Zip: 66503

Phone: 785-776-8510 Cell Phone: 785-341-9574 Date: _____ Requested Linear Feet: 24 ft.

Signature(s) of Lessee(s) or Prospective Lessee(s): Joyce E. Saville
(Must be same names as on lease)

The above signed do hereby request a Boundary Line Adjustment for the purpose of: new cabin & garage (30'x30')

The following items must be submitted with this application:

- [X] elevation and plan drawings/sketches showing the dimensions of the proposed new dwelling or accessory structure
- [X] 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
- [X] signed letters from the adjoining leaseholders with their comments about the proposed boundary line adjustment
- [X] 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
- [X] the physical configuration of lots
- [X] equitable placement of the boundary considering the interest of present as well as future leaseholders
- [X] equitable division of lake frontage and access
- [X] ingress and egress to leaseholders
- [X] location of existing access roads
- [X] 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^2: _____ BLA Rate: $ 0.11 FT^2 BLA Fee: $_____

City's Designated Agent: BLA Recommended: (yes/no) Yes Date: 9-30-2020 Signature: James Master

Governing Body Lake Committee: BLA Reviewed Date: 9-24-2020

Governing Body: BLA Approved: (yes/no) _____ Date: _____

Land Survey of BLA: Surveyor: _____ Date: _____

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

Gary & Cathy Schmitt

14000 Pinnacle Drive

Wichita, KS 67230

September 15, 2020

Council Grove City Offices

Building Permits

This letter is to inform the city that we have had a chance to review the attached plat for the Lance Saville home at C-44, Council Grove City Lake. We are comfortable with the placement of the house and garage on the property and as owners of the house at C-45 approve this plan.

If there are any questions, please call me at 316/648-2974.

Sincerely,

Gary D. Schmitt

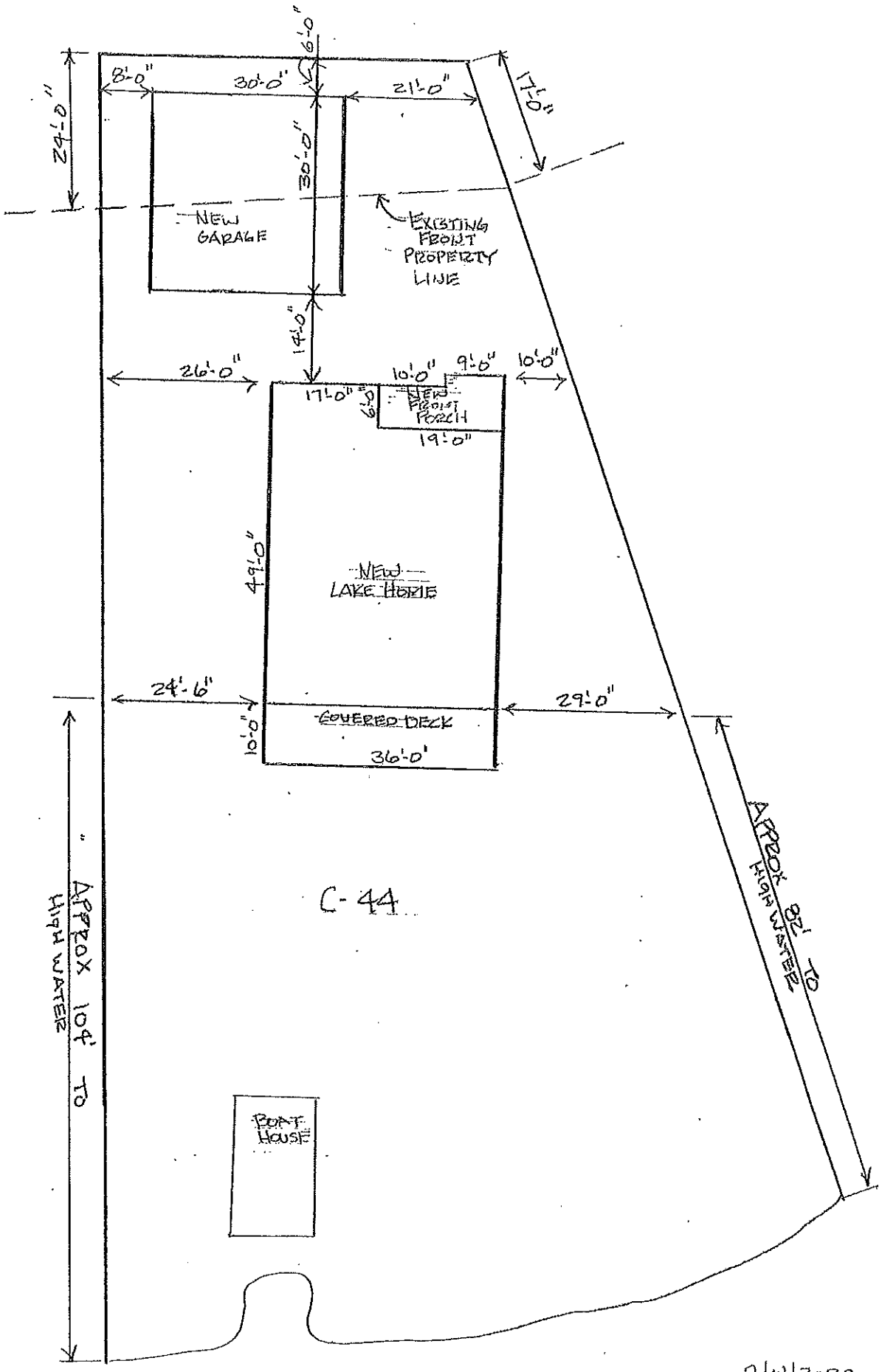
To: whom it may Concern

We have reviewed Seville's building plans for a new house & garage and we have no problems with them. We are signing off for their proposed plans

[illegible]

202 Breezy Shores Ct

C-43


6'-0"
8'-0"
30'-0"
21'-0"
17'-0"
24'-0"
30'-0"
NEW GARAGE
EXISTING FRONT PROPERTY LINE
14'-0"
26'-0"
10'-0"
9'-0"
10'-0"
17'-0"
6'-0"
NEW FRONT PORCH
19'-0"
49'-0"
NEW LAKE HOME
24'-6"
29'-0"
10'-0"
COVERED DECK
36'-0"
APPROX 104' TO HIGH WATER
APPROX 82' TO HIGH WATER
C-44
BOAT HOUSE

9/01/2020

Open Records for Kansas Appraisers - Morris County

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

CITY LAKE COMMITTEE

CITY COUNCIL MEETING RECOMMENDATION, OCTOBER 6, 2020

1. RECOMMEND THE COUNCIL APPROVE AN END CAP EXTENSION REQUEST FOR 170 FEET FOR THE PLACEMENT OF A 10'X16' STORAGE SHED THAT IS CURRENTLY LOCATED AT THE LAKES EDGE.

KIMBERLY A. WINELAND TRUST, I-34

EXTENSION WILL NOT RESTRICT OR INTERFERE WITH THE NEIGHBORING CABINS OR ACCESS TO THE AREA. THE NEIGHBORING LEASEHOLDS ARE AWARE OF THIS REQUEST AND HAVE INDICATED SUCH IN WRITING.

LAKE COMMITTEE:	KEITH WESSEL MARK BERNER
CITY INSPECTOR:	JAMES MASTERS

City of HISTORIC COUNCIL GROVE

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

City Hall Phone (620) 767-5417
Water Dept. Phone (620) 767-5321
Fax (620) 767-6740

APPLICATION FOR COUNCIL GROVE LAKE PARK BOUNDARY LINE ADJUSTMENT

Leasehold Location: Section Letter: I Site No.: 34 911 Address: 152 Blue Heron Pt., Council Grove, KS 66846

Name(s) of Lessee(s) / Prospective Lessee(s): Kimberly A. Wineland Trust

Mailing Address: 9400 W. 199th St. City: Bucyrus State: Ks Zip: 66013

Phone: 913-897-7393 Cell Phone: 913-484-5354 Date: 9/14/20 Requested Linear Feet: 170 ft.

Signature(s) of Lessee(s) or Prospective Lessee(s): Kimberly A. Wineland Trust
(Must be same names as on lease)

10' x 16' shed

The above signed do hereby request a Boundary Line Adjustment for the purpose of: moving shed from area where boathouse will be built. Can't put shed close to house because of Septic lines & no room for parking or turn car around.

The following items must be submitted with this application:

- [x] elevation and plan drawings/sketches showing the dimensions of the proposed new dwelling or accessory structure
- [x] 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
- [x] signed letters from the adjoining leaseholders with their comments about the proposed boundary line adjustment
- [x] 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
- [x] the physical configuration of lots
- [x] equitable placement of the boundary considering the interest of present as well as future leaseholders
- [x] equitable division of lake frontage and access
- [x] ingress and egress to leaseholders
- [x] location of existing access roads
- [x] 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^2: _____ BLA Rate: $ 0.11 FT^2 BLA Fee: $ _____

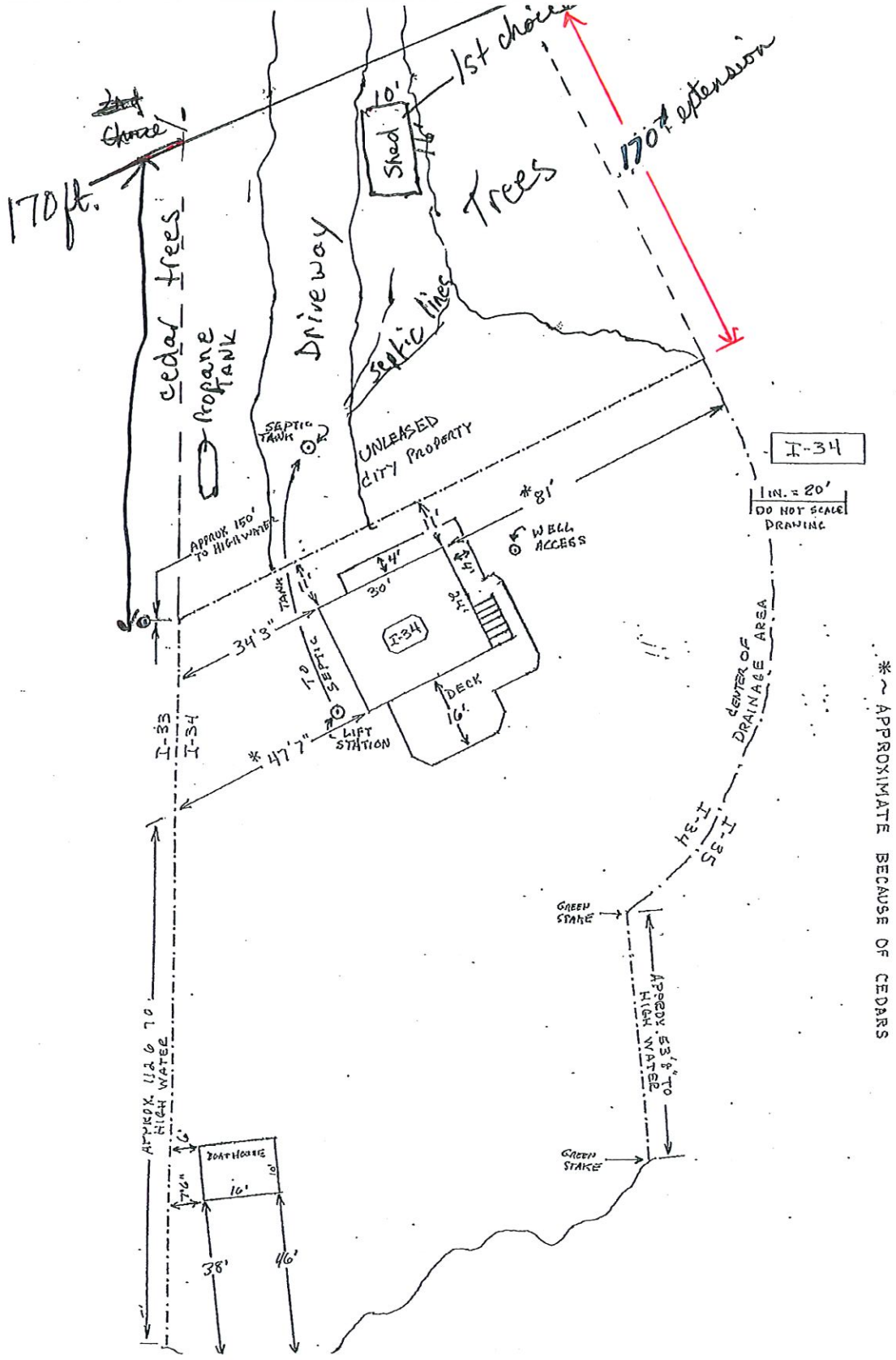
City's Designated Agent: BLA Recommended: (yes/no) Yes Date: 9-30-2020 Signature: James Mustin

Governing Body Lake Committee: BLA Reviewed Date: 9-24-2020

Governing Body: BLA Approved: (yes/no) _____ Date: _____

Land Survey of BLA: Surveyor: _____ Date: _____

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



* ~ APPROXIMATE BECAUSE OF CEDARS

9-13-20

Kirsten H. Mills TRUST by Kirsten H. Mills, Kirsten H Mills

9/9/20

To Lake Committees,

As owners of I-35, we are in agreement with the first and second choice placements of the Shed on property I-34

Bryan Zeigler

Stacy Zeigler

X

X Stacy Zeigler

Open Records for Kansas Appraisers - Morris County

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

CITY LAKE COMMITTEE

CITY COUNCIL MEETING RECOMMENDATION, OCTOBER 6, 2020

1. RECOMMEND THE COUNCIL APPROVE AN END CAP EXTENSION REQUEST FOR 90 FEET FOR THE CONSTRUCTION OF A 36'X36' GARAGE.

JOHN M AND LESLIE K PETZ, J-23

EXTENSION WILL NOT RESTRICT OR INTERFERE WITH THE NEIGHBORING CABINS OR ACCESS TO THE AREA. THE NEIGHBORING LEASEHOLDS ARE AWARE OF THIS REQUEST AND HAVE INDICATED SUCH IN WRITING.

LAKE COMMITTEE: KEITH WESSEL
MARK BERNER

CITY INSPECTOR: JAMES MASTERS

City of HISTORIC COUNCIL GROVE

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

City Hall Phone (620) 767-5417
Water Dept. Phone (620) 767-5321
Fax (620) 767-6749

APPLICATION FOR COUNCIL GROVE LAKE PARK BOUNDARY LINE ADJUSTMENT

Leasehold Location: Section Letter: J Site No.: 23 911 Address: 100 Limestone Bluff, Council Grove, KS 66846

Name(s) of Lessee(s) / Prospective Lessee(s): John M. and Leslie K. Petz

Mailing Address: P.O. Box 193 City: Council Grove State: KS Zip: 66846

Phone: _____ Cell Phone: 785-764-3305 Date: 9/16/2020 Requested Linear Feet: 90

Signature(s) of Lessee(s) or Prospective Lessee(s): John M Petz Leslie K Petz
(Must be same names as on lease)

The above signed do hereby request a Boundary Line Adjustment for the purpose of: 36' X 36' garage

The following items must be submitted with this application:

- [X] **elevation and plan drawings/sketches showing the dimensions of the proposed new dwelling or accessory structure**
- [X] **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**
- [X] **signed letters from the adjoining leaseholders with their comments about the proposed boundary line adjustment**
- [X] **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
- [X] the physical configuration of lots
- [X] equitable placement of the boundary considering the interest of present as well as future leaseholders
- [X] equitable division of lake frontage and access
- [X] ingress and egress to leaseholders
- [X] location of existing access roads
- [X] 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^2: _____ BLA Rate: $ 0.11 FT^2 BLA Fee: $ _____

City's Designated Agent: BLA Recommended: (yes/no) Yes Date: 9-30-2020 Signature: James Mast

Governing Body Lake Committee: BLA Reviewed Date: 9-24-2020

Governing Body: BLA Approved: (yes/no) _____ Date: _____

Land Survey of BLA: Surveyor: _____ Date: _____

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

September 16, 2020

TO WHOM IT MAY CONCERN

We are the neighbors to John M. and Leslie K. Petz who live at J-23, 100 Limestone Bluff at Council Grove City Lake. We have viewed the plans to construct a garage adjacent our property of J-22.

We have no objection to the plan as long as the 5 foot separation distance is maintained to our property line, which seems to be more than met.

Dave Nesbitt

Beth Nesbitt

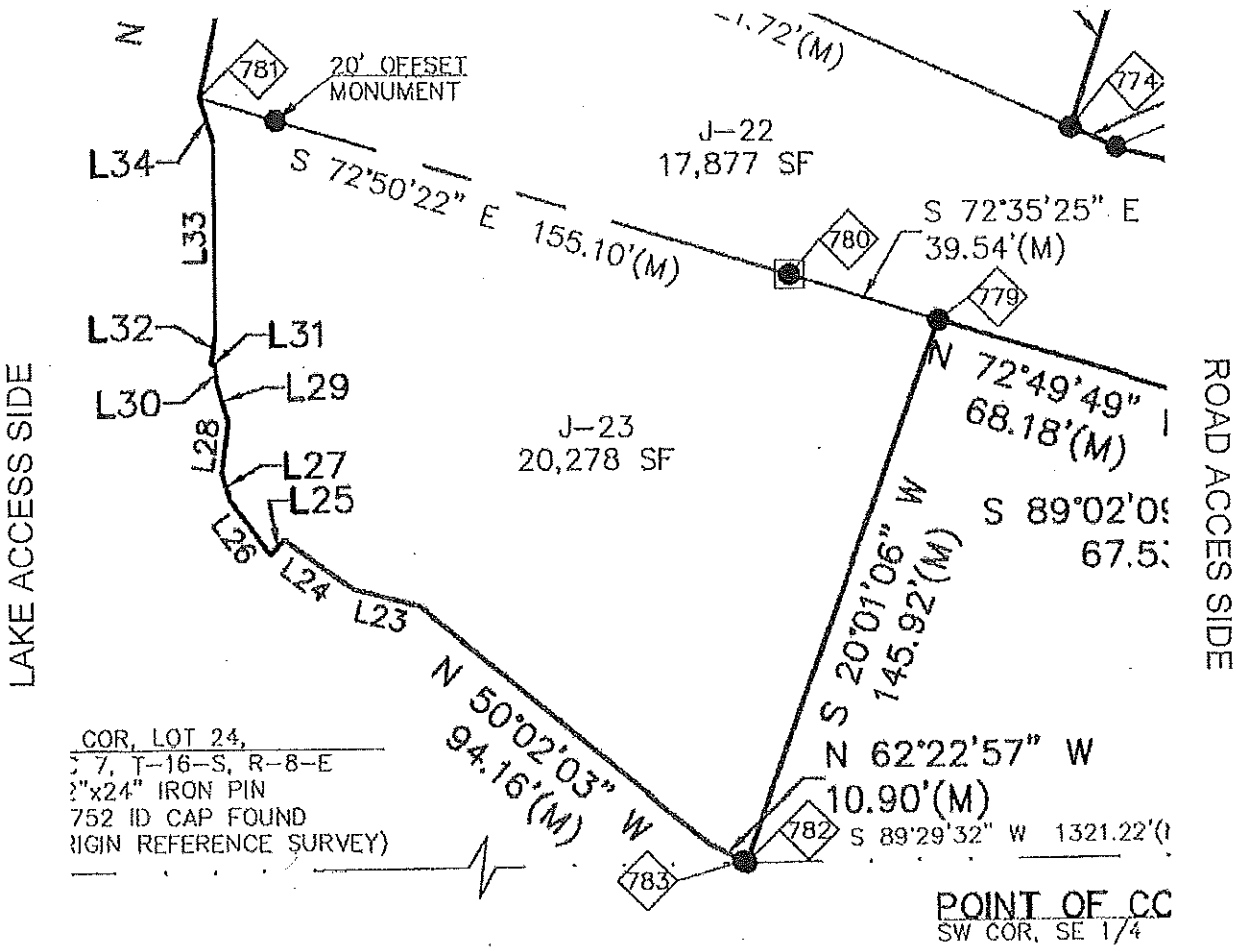
*(David C. Nesbitt

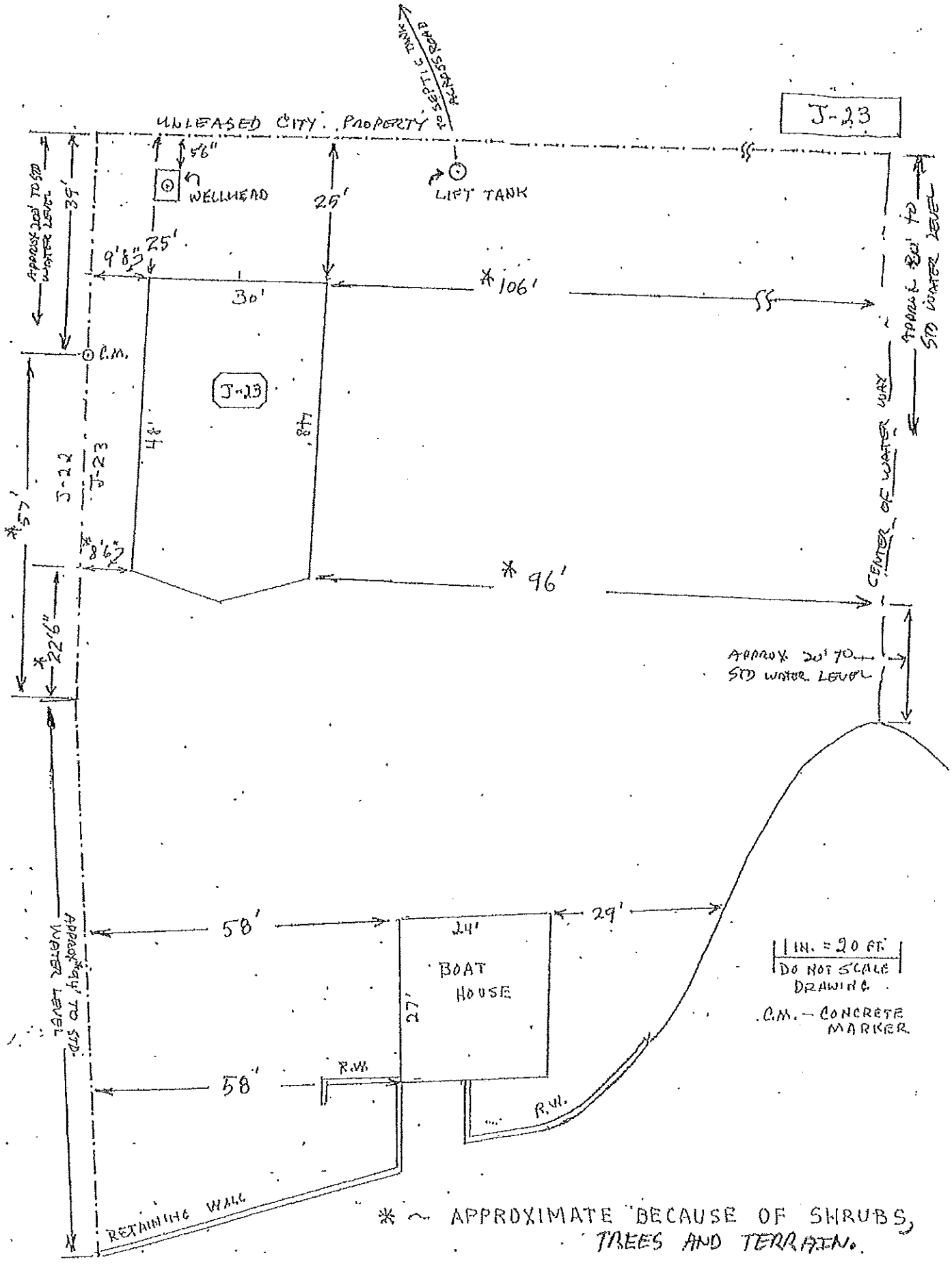
*Martha E. (Beth) Nesbitt

John M. Petz

Leslie K. Petz

X: IN THEIR CAPACITY AS TRUSTEES FOR THE MARTHA E. NESBITT REVOCABLE TRUST

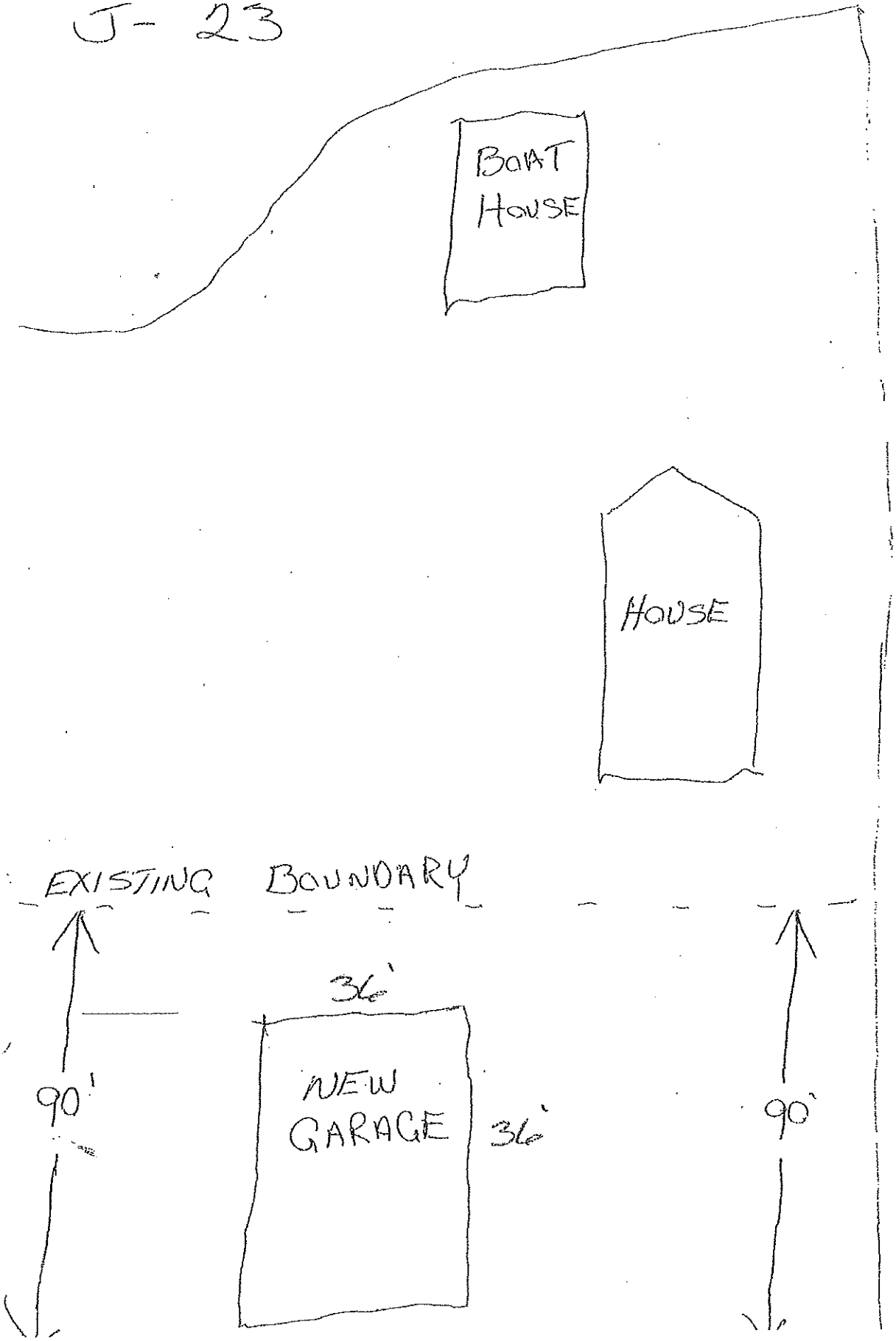

N
781
20' OFFSET
MONUMENT
L34
L33
L32
L31
L30
L29
L28
L27
L25
L26
L24
L23
J–22
17,877 SF
S 72°50'22" E
155.10'(M)
780
S 72°35'25" E
39.54'(M)
779
774
N 72°49'49"
68.18'(M)
J–23
20,278 SF
S 20°01'06" W
145.92'(M)
N 50°02'03" W
94.16'(M)
N 62°22'57" W
10.90'(M)
782
783
S 89°29'32" W 1321.22'
LAKE ACCESS SIDE
ROAD ACCESS SIDE
COR, LOT 24,
7, T-16-S, R-8-E
"x24" IRON PIN
752 ID CAP FOUND
IGIN REFERENCE SURVEY)
POINT OF CC
SW COR, SE 1/4



* ~ APPROXIMATE BECAUSE OF SHRUBS, TREES AND TERRAIN.

LOT PLAN

J-23



Open Records for Kansas Appraisers - Morris County

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

CITY LAKE COMMITTEE

CITY COUNCIL MEETING RECOMMENDATION, October 6, 2020

1. RECOMMEND THE COUNCIL APPROVE A VARIANCE REQUEST TO THE 100' HIGH WATER SET BACK FOR THE CONSTRUCTION OF A 21'X27'X9' GARAGE.

RICHARD W AND RHONDA HIGGINBOTHAM, K-21

EXTENSION WILL NOT BLOCK THE VIEW OF, RESTRICT, OR INTERFERE WITH THE NEIGHBORING CABINS OR ACCESS TO THE AREA.

LAKE COMMITTEE: KEITH WESSEL
MARK BERNER

CITY INSPECTOR: JAMES MASTERS

Building Permit Application

City of Council Grove, Kansas

To be completed by Applicant...

Job Address: K-21 City Lake Council Grove, Kansas 66846			
Owner: Richard Higginbotham		Phone: 785-258-4195	
Mailing Address: K-21 City Lake	City: Council Grove	State: Ks	Zip: 66846
Contractor: K-Construction Inc	License No.:	Phone: 785-499-3502	
Mailing Address: P.O. Box 276	City: Alta Vista, Ks	State:	Zip: 66834
Use of Building: Garage 21'x27'x9		Area (ft²): 567 sq Ft.	

Class of Work (circle): New Addition Alteration Repair Move Remove

Describe Work: construct wood frame garage with Colored steel panels

Valuation of work: $ 22,000.00

Owner | Job Address | P40

NOTICE

Separate permits are required for electrical, plumbing, mechanical and building. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Permit not validated until Permit Fee is paid.

Joe Kormanek 9/23/20

Signature of Contractor *or Authorized Agent* — **Date**

Signature of Owner *(if owner builder)* — **Date**

OFFICE USE ONLY

Special Conditions:

Permit No.: Approval Date:

Approved By:

OFFICE USE ONLY

Use Zone:		Code Edition:	
Construction Type:		Occupancy Group:	
Max. Occ. Load		Division:	
No. of Stories:		No. of Dwelling Units:	
No. of Off-Street Parking Spaces		Fire Sprinklers Required:	Yes No

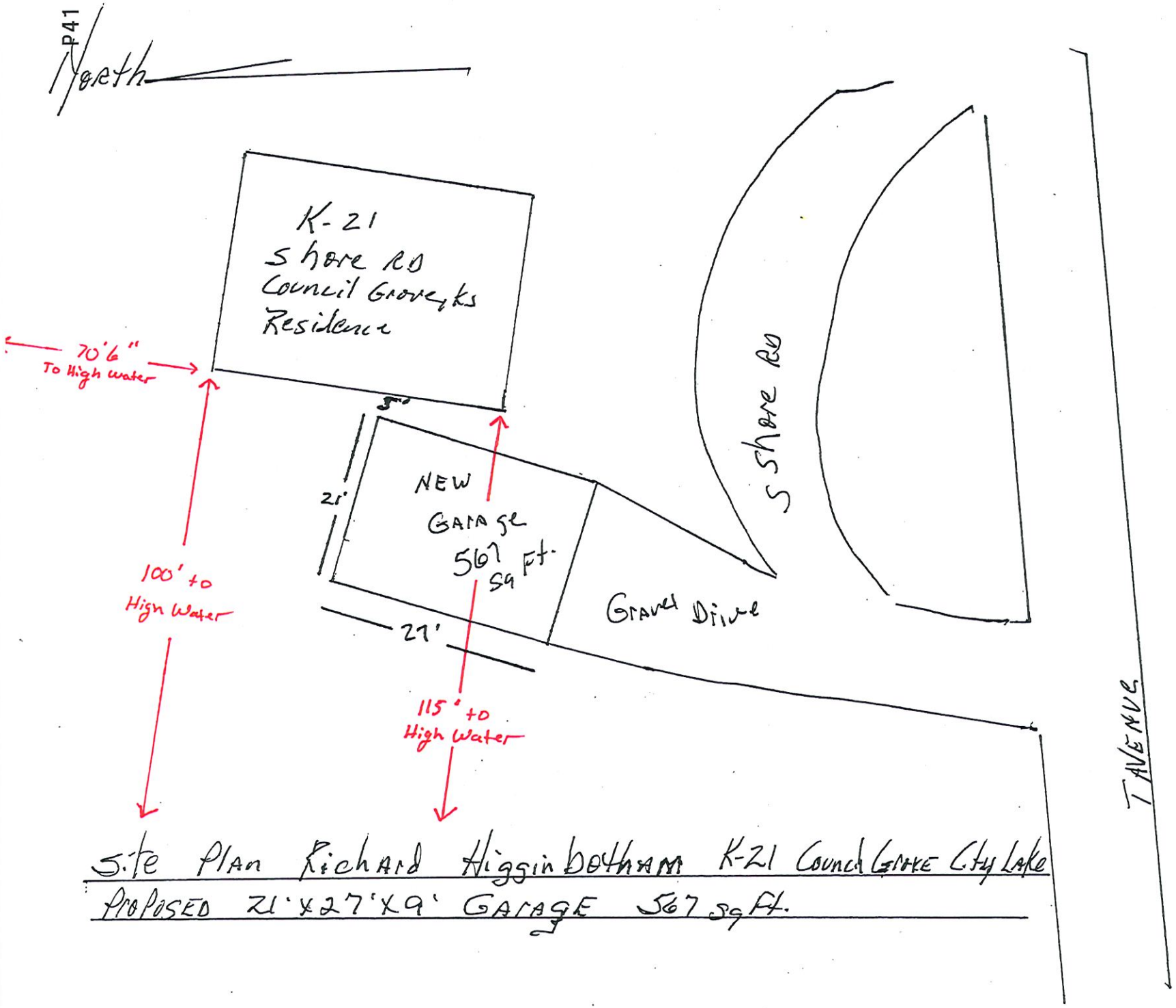
SPECIAL APPROVALS:	REQUIRED: (YES/NO)	RECEIVED: (date)
Zoning Board:		
Health Department:		
Fire Department:		
KS Historical Society:		
KDOT:		
US Army Corps of Engineers:		
City Council:		
Other: (specify)		

PERMIT FEE: $

LAJ 5/1/2014

White – Applicant Canary – City Inspector Pink – File

P41

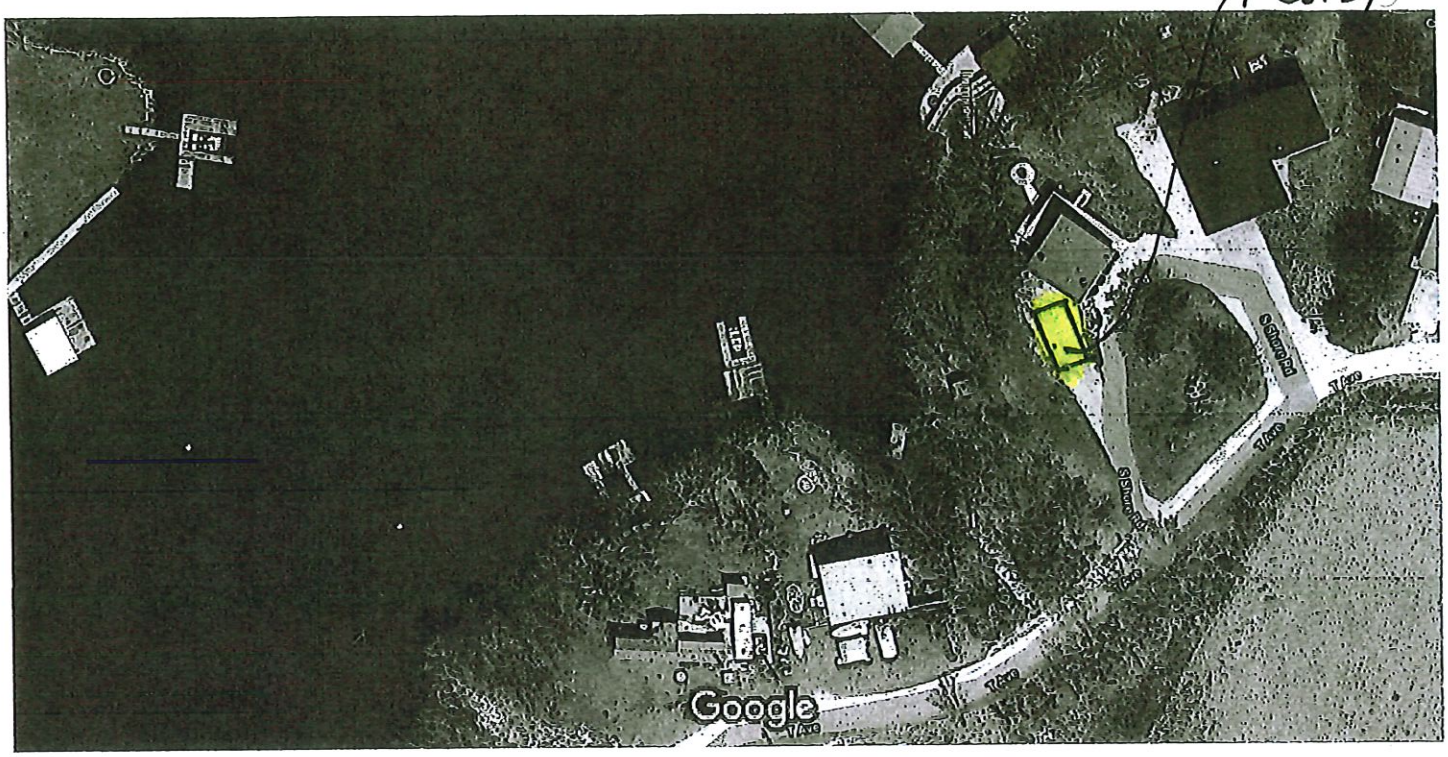


Site Plan Richard Higginbotham K-21 Council Grove City Lake

Proposed 21'x27'x9' Garage 567 sq ft.

Google Maps Morris County K-21 lake lot council grove ,kansas

PROPOSED NEW GARAGE ↗ 567 sq ft. P42



Map data ©2020 , Map data ©2020 20 ft

Verify info with places

Hours or services may differ due to COVID-19

Council Grove Junior Senior High School
2.8 ★★★☆☆ (5)
School · 129 Hockaday St
Closing soon: 4:30 PM ·
(620) 767-5149
Website Directions

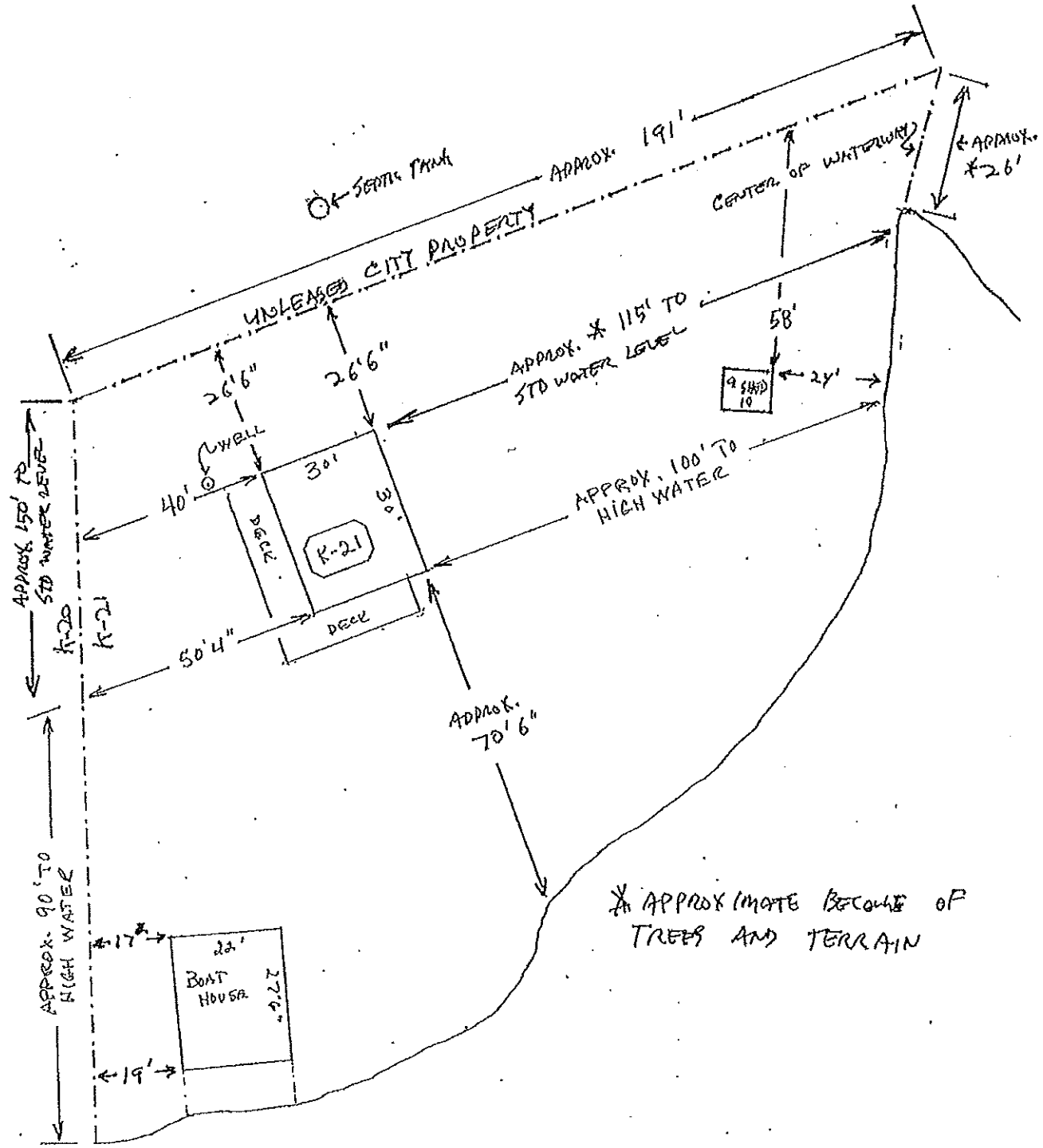
Morris County Hospital
3.9 ★★★★☆ (7)
General hospital · 600 N Washington
Open until 8:30 PM · (620) 767-6811
Website Directions

Morris County District Court
5.0 ★★★★★ (1)
County government office ·
501 W Main St Suite 12
Closing soon: 5:00 PM ·
(620) 767-6838
Website Directions

Morris County Treasurer

K-21

1 IN. = 30 FT.
DO NOT SCALE DRAWING



✱ APPROXIMATE BECAUSE OF TREES AND TERRAIN

Memorial Tree Program

In the past, the City of Council Grove had a memorial tree program. Most of the trees were planted in the newly created Riverwalk Park. The donor was allowed to pick the variety of tree and the city planted it and if it died, the city replanted it. A large Riverwalk rock was used as a marker with the name of the memorial etched into the stone.

The problem with that is letting vulnerable trees that are not suited for this climate to be planted. Then when they died, the city had to purchase that same vulnerable tree to replace. Then a vicious cycle was created.

My proposal is to reintroduce the Memorial Tree program as there is a drastic need of trees in our city parks. Instead of letting the donor select a tree that will not hold up to or weather, I propose that we only plant Oaks. There are four varieties if oaks that will thrive in our city. Bur, Northern Red, Northern Red Shumard, and Swamp White Oak. The Bur Oak will reach a height of 90 ft., Northern Red, 75 ft., Swamp Oak, 80 ft. The original grove was a mile wide and spread all along the Neosho valley. It consisted of giant hardwood trees such as the Oak, walnut, hickory, ash and so on. By planting oaks, will ensure strong healthy trees for two to three hundred years.

I propose that the city would plant said tree and water it for a year. After that the tree is on its on and no guarantees on replacement. I have contacted Kris Gant of Twin Oaks Nursery and feel confident that she can supply us with our tree needs. I contacted former City Administrator Danny Matthew who gave me the name of the Monument company that etched the river rocks for the memorials. I journeyed to Manhattan to Blue Valley Nursery and bought one medium river rock to show the council what we could use for the markers. Below are my costs involved in all parts of the program.

1.The oaks will run us between $80-$120 for a 6'-8' tree. Larger trees (which have a higher mortality rate) would run $250-$300

2.The medium river rocks are $20 each. Eck Monuments charge $2 per letter and an additional $2 for two inch tall letters. So for example- In memory of Dennis DeLay- 21 letters at $2 each = $42 – 2 " tall letters=$84

My thoughts are to simplify , we charge one fee that would cover the costs of the tree, rock, etching and planting. A form can be created and have at City Hall for those interested in the program.

$120.00 for the tree-$100 for rock and etching- $80 for planting, watering, etc. = $300.00

This is just my ideas on the cost that we should charge the donor. The Fall is the perfect time to plant trees. The class of '76 has contacted me about planting a tree for Dennis Delay. A wildlife group has already purchased a tree for Dennis from Kris Gant to be planted in Council Grove. That creates a problem has that will not be through our program. I'm sure we can work something out.

Twin Oaks Nursery
333 US Highway 56
Council Grove, KS 66846

Following is a list of my currently available Kansas hardy trees and prices. I will have these trees available for retail sales as well, so availability will be constantly changing. Once my tree inventory is depleted, I do have resources that carry native trees that I can purchase and have available in Council Grove. They do have a purchase minimum, so if you can give me an idea of the preferred varieties, I can try to keep several available. If you have any way of estimating the number of trees desired in a year, that would help me in reserving an order. I don't wish to have to overwinter any more trees than necessary. I do not have heavy equipment to move and store larger trees, so my inventory needs to be no larger than 15 Gal trees which vary from 6-12' in height and variety. Following is a list of native Kansas trees I have that I think you would be interested in for your project.

Bur Oak	6-8'	$80 - $120
Northern Red Oak	4-6'	$30 - $80
Northern Red Shumard Oak	6-8'	$80- $120
Swamp White Oak	5-7'	$60-$100
Bald Cypress	8-10'	$80- $120
Ginkgo	8-10'	$80- $120
Eastern Redbud	3-4'	$30
Prairiefire Crabapple	6-8'	$75
White flowering Crabapple	6-8'	$75

Larger trees I may have access to depending on their inventory and pricing changes, are listed below. I would have to purchase a minimum of 5 at a time along with my regular landscaping order to avoid having to meet a $2000 minimum tree order. So, if you could anticipate the

varieties and sizes you think would be used, I could include those in my early spring order.

Swamp White Oak	1.5 – 2" caliper	$250-$300
Bur Oak	1.5 – 2"	$150-$250
Shingle Oak	1.5 – 2"	$250-$300
Scarlet Oak	1.5 – 2"	$250-$300
Northern Red Oak	1.5 – 2"	$250-$300
White Oak	1.5 – 2"	$200-$300
Sawtooth Oak	1.5 – 2"	$175-$250
English Oak	10-12'	$180-$250
Pin Oak	1.5 – 2"	$175-$250

I can also get these same varieties in a 15 Gal, which would be a 6-8' tree if you want something I don't have or I am out of that variety. Again, I would need to know what you would like me to have on hand that you think we would use during the year if at all possible.

I would happy to sit down and talk to you to answer questions and hear more about your plans.

Sincerely,
Kris Gant
Twin Oaks Nursery
620-224-0896

KANSAS NATIVE PLANTS

Kansas Native Plants • Plant Guide

Guide to Plants of Kansas, native & alien

P47

Custom Search | Search

Kansas Trees

Plant Search

Name

Common | Scientific | Common Family: Any

Characteristics

Origin: Any | Water: Any | Sun: Any

Flower Characteristics

Color: Any | Bloom Month: Any

Growth Characteristics

Growth Habit: Tree | Life Span: Any | Height between: 0 and 999 feet

Reproduction: Any

Search | Reset

Plant Search Results (Records 79)

Scientific Name	Common Name	Common Family	Plant Type	Plant Height	Flower Color	Plant Origin	Image
Acer ginnala	Amur Maple	Maple	Tree	20.0 feet	Green/	U.S. Introduction	5
Acer negundo	Box Elder	Maple	Tree	60.0 feet	Green/	Kansas Native	6
Acer rubrum	Red Maple	Maple	Tree	70.0 feet	Green/	Kansas Introduction	3
Acer saccharinum	Silver Maple	Maple	Tree	60.0 feet	Red/	Kansas Native	3
Acer saccharum	Sugar Maple	Maple	Tree	60.0 feet	Red/	Kansas Native	5
Aesculus glabra	Western Buckeye	Horse Chestnut	Tree	12.0 feet	Yellow/	Kansas Native	7
Aesculus hippocastanum	Horse Chestnut	Soapberry	Tree	60.0 feet	White/	U.S. Introduction	1
Ailanthus altissima	Tree of Heaven	Quassia	Tree	60.0 feet	Green/Yellow	U.S. Introduction	5
Albizia julibrissin	Silktree	Bean	Tree	20.0 feet	Pink/	U.S. Introduction	10
Amelanchier arborea	Downy Serviceberry	Rose	Tree	25.0 feet	White/	Kansas Native	5
Asimina triloba	Paw Paw	Custard Apple	Tree	15.0 feet	Red/	Kansas Native	5
Broussonetia papyrifera	Paper Mulberry	Mulberry	Tree	30.0 feet	Green/Green	U.S. Introduction	9
Carya cordiformis	Bitternut Hickory	Walnut	Tree	60.0 feet	Green/	Kansas Native	7
Carya illinoinensis	Pecan	Walnut	Tree	60.0 feet	Green/	Kansas Native	9
Carya laciniosa	Shellbark Hickory	Walnut	Tree	60.0 feet	Green/	Kansas Native	7
Carya ovata	Shagbark Hickory	Walnut	Tree	60.0 feet	Green/	Kansas Native	7
Carya tomentosa	Mockernut Hickory	Walnut	Tree	60.0 feet	Green/	Kansas Native	8
Catalpa speciosa	Catalpa	Trumpet Creeper	Tree	45.0 feet	White/	Kansas Introduction	8
Celtis occidentalis	Hackberry	Elm	Tree	45.0 feet	White/	Kansas Native	3
Cercis canadensis	Redbud	Bean	Tree	15.0 feet	Red/	Kansas Native	8
Chionanthus retusa	Chinese Fringe Tree	Olive	Tree	20.0 feet	White/	U.S. Introduction	10
Cladrastis kentukea	Kentucky Yellowwood	Bean	Tree	50.0 feet	White/	Kansas Introduction	6
Crataegus crus-galli	Cockspur Hawthorn	Rose	Tree	12.0 feet	White/	Kansas Native	6
Crataegus mollis	Downy Hawthorn	Rose	Tree	21.0 feet	White/	Kansas Native	7
Diospyros virginiana	Persimmon	Persimmon	Tree	20.0 feet	Green/	Kansas Native	9
Fraxinus americana	White Ash	Olive	Tree	42.0 feet	Red/	Kansas Native	6
Fraxinus pennsylvanica	Green Ash	Olive	Tree	60.0 feet	Yellow/	Kansas Native	10
Ginkgo biloba	Maidenhair Tree	Ginkgo	Tree	40.0 feet	Green/	U.S. Introduction	2
Gleditsia triacanthos	Honey Locust	Bean	Tree	45.0 feet	White/	Kansas Native	7
Gymnocladus dioica	Kentucky Coffee Tree	Bean	Tree	70.0 feet	White/	Kansas Native	2
Juglans nigra	Black Walnut	Walnut	Tree	90.0 feet	Green/	Kansas Native	6
Juniperus virginiana	Red Cedar	Juniper	Tree	36.0 feet	Green/	Kansas Native	4
Koelreuteria paniculata	Golden Rain Tree	Soapberry	Tree	20.0 feet	Yellow/	U.S. Introduction	9

Scientific Name	Common Name	Common Family	Plant Type	Plant Height	Flower Color	Plant Origin	Image
Liquidambar styraciflua	American Sweetgum	Witch Hazel	Tree	60.0 feet	Green/	Kansas Introduction	8 P48
Liriodendron tulipifera	Tulip Tree	Magnolia	Tree	70.0 feet	Yellow/	Kansas Introduction	3
Maclura pomifera	Osage Orange	Mulberry	Tree	30.0 feet	Green/	Kansas Introduction	5
Malus floribunda	Japanese Flowering Crabapple	Rose	Tree	15.0 feet	Pink/Red	U.S. Introduction	6
Malus ioensis	Prairie Crabapple	Rose	Tree	18.0 feet	White/Pink	Kansas Native	12
Malus sieboldii	Toringo crabapple	Rose	Tree	20.0 feet	White/Pink	U.S. Introduction	7
Morus alba	White Mulberry	Mulberry	Tree	25.0 feet	Green/	U.S. Introduction	6
Morus rubra	Red Mulberry	Mulberry	Tree	24.0 feet	Green/	Kansas Native	5
Ostrya virginiana	Hop Hornbeam	Birch	Tree	18.0 feet	Green/	Kansas Native	5
Pinus strobus	Eastern White Pine	Pine	Tree	100.0 feet	Green/	Kansas Introduction	3
Platanus occidentalis	Common Sycamore	Sycamore	Tree	90.0 feet	Green/	Kansas Native	14
Populus alba	White Poplar	Willow	Tree	60.0 feet	Green/	U.S. Introduction	7
Populus deltoides	Eastern Cottonwood	Willow	Tree	60.0 feet	Green/	Kansas Native	4
Prunus hortulana	Hortulan Plum	Rose	Tree	12.0 feet	White/	Kansas Native	6
Prunus mahaleb	Mahaleb Cherry	Rose	Tree	20.0 feet	White/	U.S. Introduction	10
Prunus mexicana	Mexican Plum	Rose	Tree	12.0 feet	White/	Kansas Native	3
Prunus serotina	Black Cherry	Rose	Tree	45.0 feet	White/	Kansas Native	5
Pyrus calleryana	Callery Pear	Rose	Tree	50.0 feet	White/	U.S. Introduction	7
Quercus acutissima	Sawtooth Oak	Oak	Tree	60.0 feet	Green/	U.S. Introduction	10
Quercus alba	White Oak	Oak	Tree	75.0 feet	Green/	Kansas Native	13
Quercus bicolor	Swamp White Oak	Oak	Tree	80.0 feet	Green/	Kansas Native	5
Quercus borealis	Red Oak	Oak	Tree	75.0 feet	Green/	Kansas Native	6
Quercus imbricaria	Shingle Oak	Oak	Tree	60.0 feet	Green/	Kansas Native	7
Quercus macrocarpa	Bur Oak	Oak	Tree	90.0 feet	Green/	Kansas Native	8
Quercus marilandica	Black Jack Oak	Oak	Tree	25.0 feet	Green/	Kansas Native	9
Quercus muehlenbergii	Chinquapin Oak	Oak	Tree	60.0 feet	Green/	Kansas Native	8
Quercus palustris	Pin Oak	Oak	Tree	45.0 feet	Green/	Kansas Native	0
Quercus prinoides	Dwarf Chinquapin Oak	Oak	Tree	12.0 feet	Green/	Kansas Native	6
Quercus robur	English Oak	Oak	Tree	60.0 feet	Green/	U.S. Introduction	11
Quercus shumardii	Shummard's Oak	Oak	Tree	75.0 feet	Green/	Kansas Native	3
Quercus stellata	Post Oak	Oak	Tree	30.0 feet	Green/	Kansas Native	12
Quercus velutina	Black Oak	Oak	Tree	45.0 feet	Green/	Kansas Native	6
Robinia pseudoacacia	Black Locust	Bean	Tree	36.0 feet	White/	Kansas Introduction	3
Salix amygdaloides	Peach Leaved Willow	Willow	Tree	60.0 feet	Green/	Kansas Native	6
Salix exigua	Sandbar Willow	Willow	Tree	15.0 feet	Green/	Kansas Native	10
Salix humilis	Prairie Willow	Willow	Tree	3.0 feet	Green/	Kansas Native	4
Salix nigra	Black Willow	Willow	Tree	60.0 feet	Green/	Kansas Native	8
Sapindus saponaria	Western Soapberry	Soapberry	Tree	20.0 feet	Green/	Kansas Native	2
Styphnolobium japonicum	Japanese Pagoda Tree	Bean	Tree	30.0 feet	Yellow/	U.S. Introduction	10
Syringa reticulata	Japanese Tree Lilac	Olive	Tree	25.0 feet	White/	U.S. Introduction	8
Taxodium distichum	Bald Cypress	Juniper	Tree	50.0 feet	Green/	Kansas Introduction	5
Tilia americana	American Basswood	Linden	Tree	60.0 feet	White/	Kansas Native	7
Ulmus americana	American Elm	Elm	Tree	75.0 feet	Red/	Kansas Native	6
Ulmus pumila	Siberian Elm	Elm	Tree	60.0 feet	Green/	U.S. Introduction	2
Ulmus rubra	Red Elm	Elm	Tree	60.0 feet	Red/	Kansas Native	2
Xanthoceras sorbifolium	Yellowhorn	Soapberry	Tree	10.0 feet	Yellow/White	U.S. Introduction	6

Page last updated on June 20 2018 • Jeff Hansen • www.KansasNativePlants.com • Topeka, KS • Copyright © 1998-2020 • Site by: Jeff D Hansen

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

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

Appointment of City Attorney

Appointment of Bill Halvorsen to City Attorney at a pay rate of $2,600 per month.