



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

**City Council Agenda
November 21, 2023
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: C-24 Pages 4 - 23
- License Renewal to sell Cereal Malt Beverages – Dollar General Pages 24 - 31

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

OLD BUSINESS:

- Greenwood Cemetery Rockwall: Update

Motion: Seconded: Action: Abstention: Este. Cost

- City Lake Plat – Update

Motion: Seconded: Action: Abstention: Este. Cost

- Water and Sewer PER Reports: Update

Motion: Seconded: Action: Abstention: Este. Cost

NEW BUSINESS:

- Celeste Plitz – Garden Fence

Pages 32 - 36

Motion: Seconded: Action: Abstention: Este. Cost

- GAAP Waiver:

Page 37

Motion: Seconded: Action: Abstention: Este. Cost

- Employee Christmas Party Date:

Motion: Seconded: Action: Abstention: Este. Cost

Governing Body Comments:

Adjournment:

City Council Meeting Minutes
November 7, 2023

WELCOME AND CALL TO ORDER

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Mark Berner, Sean Honer, Larry Siegrist and Sharon Haun, also present were the City Administrator Nick Jones, City Attorney Molly Priest and Brian Henderson. Others attending were Jan Sciacca, Marie Holmes, John Weinecke, Christina Schumacher, Ryan McDonald, Pastor Billy Kryger and Taylor Adams.

PLEDGE OF ALLEGIANCE

INVOCATION:

Pastor Billy Kryger

PUBLIC COMMENT PERIOD

Jan Sciacca addressed the City Council concerns vehicle and semi traffic speeds in the 300 block of Downtown Council Grove and requested a stronger police presence to slow traffic down. City Administrator Nick Jones said he would speak to Police Chief Shawn Wangerin regarding the issue.

CONSENT AGENDA

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

- Oct. 17, 2023, Minutes
- Oct. 17, 2023, to Current Appropriations.

OLD BUSINESS

- **Safe Routes to School: Update**
City Administrator Jones gave an update on the Safe Routes to School project and informed the Council that all of the temporary easements have been acquired. Administrator Jones said the project will let in late January with a project start day of middle May or June.
- **Greenwood Cemetery Rockwall: Update**
City Administrator Nick Jones reported the Hartman Masonry was finishing up another job in town and plan to start work on the Greenwood Cemetery wall repairs in a couple weeks.
- **Mill N' Overlay: 4th Street to East City Limits:**
City Administrator Nick Jones updated the Council on the Mill N' Overlay project from 4th Street to the east city limits. Administrator Jones said the city received a \$400,000 grant from KDOT to cover some of the cost of the estimated \$505,000 project cost. The matching portion for the \$105,000 will come from CCLIP money received from the State for gas tax.

NEW BUSINESS

- **Maria Holmes – Keeping Goats in Town:**
Maria Holmes addressed the City Council to request permission to keep two dwarf goats at her home located on the east side of town. Mrs. Holmes said the two dwarf goats are used as emotional support animals for one of her family members. City Attorney Brian Henderson recommended that the Council revisit ordinance #2104 and update it. A motion was made by Councilperson Jason Booker to allow Mrs. Holmes to keep the Dwarf goats for 90 days as the city reviews and updates ordinance #2104. The motion was seconded by Councilperson Sharon Haun. Motion Carried 5 – 0
- **City Lake Committee Recommendation: K-3**
The City Lake Committee recommends the City Council approve a request for a 15-foot variance on the lakeside of the cabin to the standard water level for Vera's Inc. K-3, 220 South Shore Road. The construction of the new cabin will not restrict or interfere with the neighboring cabins or access to the area. After discussion Councilperson Mark Berner made a motion to approve the recommendation from the City Lake Committee. The motion was seconded by Councilperson Sean Honer. Motion Carried 5 – 0

Application for Cabin Site Transfer^{P4}

COUNCIL GROVE CITY LAKE

Site Number: C-24 Date: 11/13, 2023

Name of Transferee: James Craig Benning

Address: 1102 W Latteway Ct

City: Andover State KS Zip Code 67002

Telephone Number: 316-204-4724

Name of Transferor: Timothy C Benning

OFFICE USE ONLY BELOW THIS LINE

Septic tank checked: November 14, 2023

The above application is approved:

this 15th day of November, 2023

Signed Dan Rente

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 13 day of November 2023, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and

James Cray Benning

Rachel Nicole Benning

hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder

as joint tenants and not as tenants in common, or

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

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

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section C, Lot ~~24~~ - ~~24~~, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

C-24 JCB
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: James Craig Benning
1102 W Latte way Ct
Andover, KS 67002

21. **GENERAL TERMS:**

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

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

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

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

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

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

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

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

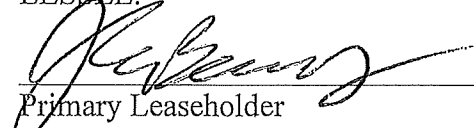
CITY OF COUNCIL GROVE, KANSAS

By: _____
Mayor _____

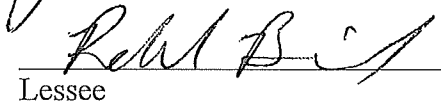
ATTEST:

City Clerk

LESSEE:



Primary Leaseholder James Craig Benning



Lessee Rachel N. Benning

Lessee

Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

1102 W Lakeview Ct
Andover, KS 67002

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

128 Breezy Shores Circle
Council Grove, KS 66846

BILL OF SALE

Executed on November 13, 2023.

BY: Timothy C Benning, Trustee
Timothy C. Benning, Trustee
Timothy Benning Revocable Trust

STATE OF KANSAS, SEDGWICK COUNTY}ss.

This instrument was acknowledged before me on November 13, 2023,
by Timothy C. Benning.

Maralee K Anderson
Notary Public

My appointment expires: 01/15/2026



BY: James Craig Benning and Rachel Benning
Printed Name: James Craig Benning and Rachel Benning

STATE OF KANSAS, SEDGWICK COUNTY}ss.

This instrument was acknowledged before me on Nov 13, 2023,
by SUJATHA RAO.

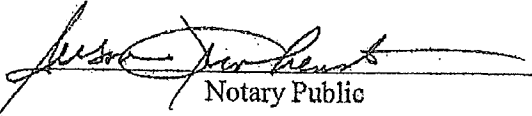
Notary Public My appointment expires:

Sujatha Rao
NOTARY PUBLIC - State of Kansas
Sujatha Rao
My Appt. Expires 05/29/2027

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

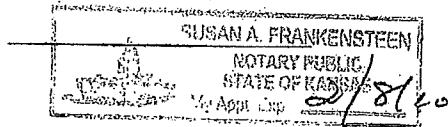
On November 17, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared TIMOTHY C. BENNING, known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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



 Notary Public

My appointment expires:



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Timothy Benning Revocable Trust ("Seller"), for \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, convey, transfer, deliver and warrant to James Craig Benning and Rachel Benning ("Buyer"), the equipment and fixtures, located on the property known as 128 Breezy Shores Circle, C-24 Lake Road, Council Grove, Kansas, 66846 and legally described as:

THE LEASE TO LOT 24 IN SECTION C OF THE COUNCIL GROVE CITY LAKE PARK, MORRIS COUNTY, KANSAS AND THEREUPON COTTAGE, WELL AND PUMP, SEPTIC SYSTEM, BOATHOUSE WITH WINCH, DOCK, GARAGE, SHED

Together with the appurtenances, permanent improvements, and fixtures thereto belonging, including the following items, if any, now located upon the above described property: attached and unattached wall-to-wall carpeting, plumbing fixtures, water treatment systems if owned, water pumps installed, garbage disposal, attached incinerators and trash compactors, built-in kitchen appliances, heating and cooling systems, attic fans, hot water heaters, towel racks, attached kitchen and bathroom cabinets, attached mirrors, light fixtures, linoleums, curtain rods, window shades, blinds, screens, screen door, storm doors, storm windows, smoke alarms, mail boxes, keys, automatic garage door equipment, including transmitters, flowers, trees, shrubs, all landscaping materials, anything attached to premises or improvements thereon.

TO HAVE AND TO HOLD unto Buyer, its successors and assigns.

For the same consideration, Seller, for himself, does covenant and agree with Buyer, that Seller is the true and lawful owner of all of the property conveyed hereby, and has good and merchantable title thereto, unencumbered, and Seller does hereby warrant and agree to defend the same unto the Buyer, its successors and assigns; provided Buyer accepts the personal property as is in its current condition.



SEPTIC SYSTEM INSPECTION RESULTS

Section: C Site: C-24 Date: November 14, 2023

Address: 128 BREEZY SHORES CIRCLE

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 1000 GALLON

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

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

Pumped By: RODNEY WHITAKER Date: 11-14-2023

Inspected By: DAN DRUBE Date: 11-14-2023

Inspected By: _____ Date: _____

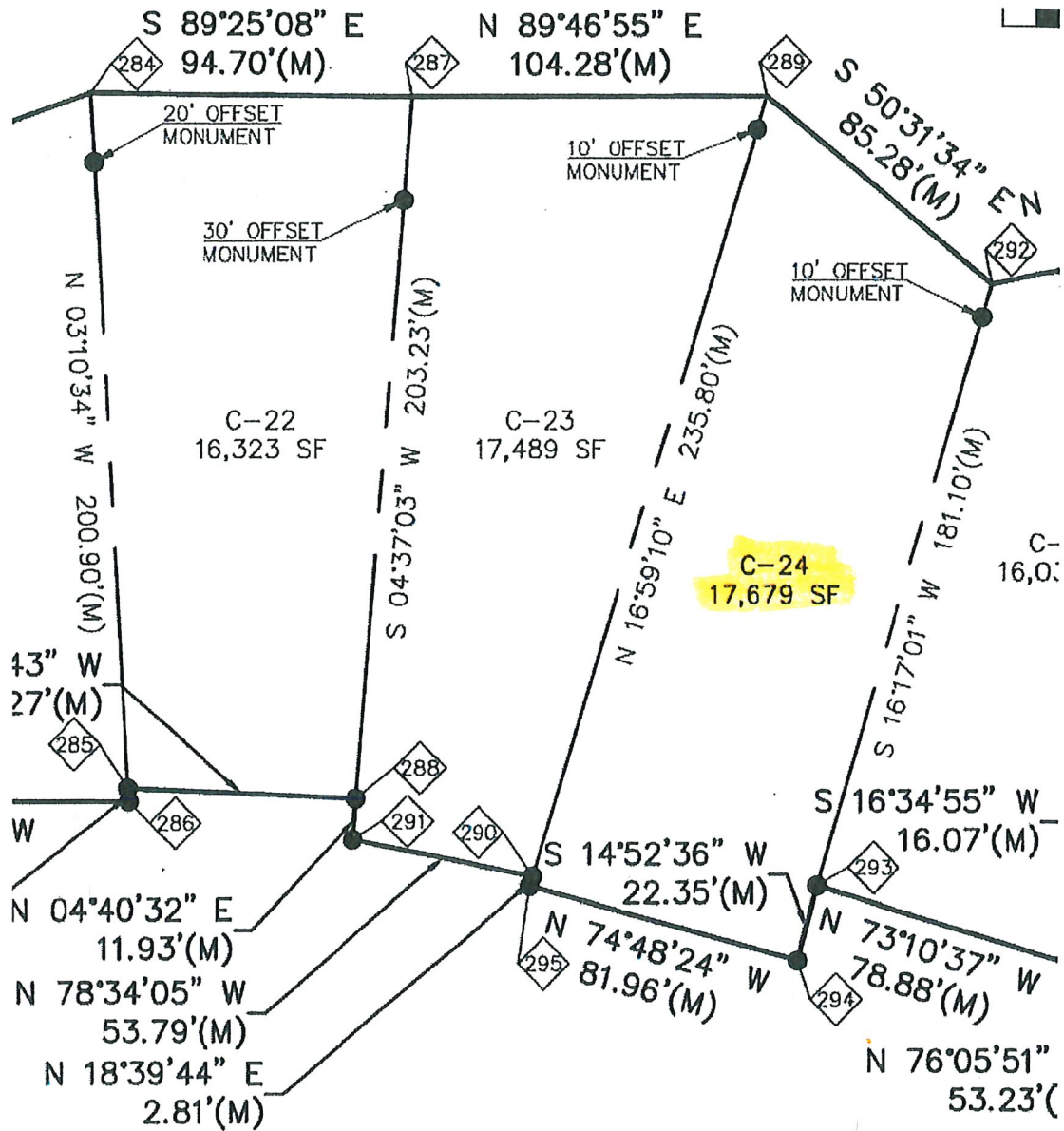
Septic System Approved: Yes: (X) No: ()

Comments:

Sincerely,

Dan Drube
City Inspector

LAKE ACCESS SIDE



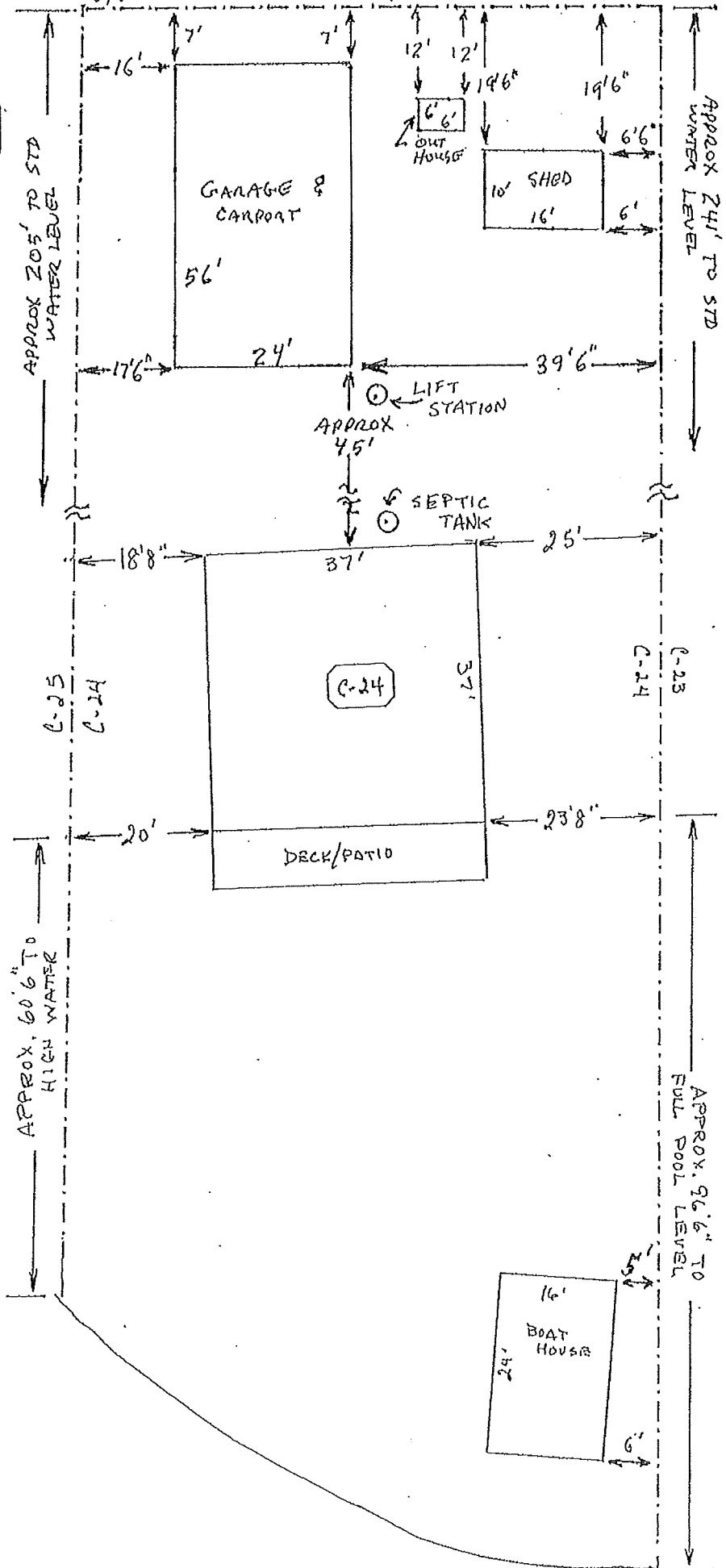
ROAD ACCESS SIDE

UNLEASED CITY PROPERTY

WELL (UP BY ROAD)

C-24

1 IN. = 20 FT.
DO NOT SCALE
DRAWING



APPROX 20.5' TO STD WATER LEVEL

APPROX 24.1' TO STD WATER LEVEL

APPROX. 60.6" TO HIGH WATER

APPROX. 96.6" TO FULL POOL LEVEL

LIFT STATION

SEPTIC TANK

GARAGE & CARPORT

SHED

DECK/PATIO

BOAT HOUSE

C-24

C-25
C-24

C-24
C-23



11/13/2023



Date: 11/14/2023

Site Number: C-24

City Lake Transfer Inspections

1. No environmental code violations inside or outside, including city commons (See City Code Chapter, 8 Article 2) **Good** Bad
2. Count bedrooms with closets and without closets. **Good** Bad 5 Bedroom, 4 Bath
3. No missing cover plates in the cabin or in the accessory structures. **Good** Bad
4. Inspect septic tank for broken parts, cracks, leaks, tree roots. **Good** Bad
5. Inspect septic lift pump tank for broken parts, cracks, leaks, tree roots, and make sure lift pump works. **Good** Bad Not Required
6. Inspect the well head and make sure it is not damaged and that it is sealed. **Good** Bad
7. Cabin site/lot number must be visible from the road and the lake. This number must be on the well head and the septic tank lids. **Good** Bad
8. Must verify that no lot pins are missing. (The new cabin owner will be responsible for replacing the pins if they come up missing.) **Good** Bad
9. Lateral field must be marked and mowed. **Good** Bad
10. Dock must be on the lot with a 5' set back from the lot lines. **Good** Bad
11. Dock electrical must be up to date and have a permit on file verifying that it was Inspected. **Good** Bad
12. No plumbing in the accessory structures unless a permit for the plumbing is on file. **Good** Bad
13. No submersible pumps in the lake. **Good** Bad
14. No sand beaches. **Good** Bad

Comments: Small outbuilding with toilet and septic tank.

Dan Drube

City Inspector

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee \$50.00

No. 11

DEALER'S RETAIL LICENSE

From January 1st, 2024
Month Day Year

To December 31, 2024
Month Day Year

To All Whom It May Concern:

License is hereby granted to Dollar General to sell at retail

CEREAL MALT BEVERAGES

NOT for consumption on the premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

At 20 Market Street

(Give exact location, with street number, if any.)

in the City of Council Grove in Morris County, Kansas,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2024, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 21st

(SEAL)

day of November, 2023

Countersigned: Mayor.

City Treasurer. _____ City Clerk.

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of **COUNCIL GROVE**, KS

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

- License to sell cereal malt beverages for consumption on the premises.
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): **00436477242F**

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation DG Retail, LLC		FEIN 36 - 4577242	
Corporation Street Address 100 Mission Ridge		Corporation City Goodlettsville	State TN
Date of Incorporation 7/15/2005		Zip Code 37072	
Resident Agent Name JAMES BLAKE		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Residence Street Address		City MCPHERSON KS	State 67460-5239
		Zip Code	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Dollar General Store #1049	Name Dollar General Store #1049	Address 100 Mission Ridge Attn: Tax Dept	
Business Location Address 20 MARKET ST	City COUNCIL GROVE	City Goodlettsville	State TN
State KS	Zip 	State TN	Zip 37072
Email Address(s) Please separate values with a comma. tax-beerandwinelicense@dollargeneral.com			
Business Phone No. (629) 867-8468	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) DG OWNED, DG Retail LLC			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name	Position	Date of Birth
No person owns 25% or more of stock		
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Name	Position	Age
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Name	Position	Age
Residence Street Address	City	State
		Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent. Yes No

If yes, provide the following:

Manager/Agent Name JAMES BLAKE	Phone No.	Date of Birth 9/18/1976
Residence Street Address	City and State MCPHERSON KS 67460-5239	Zip Code

Manager or Agent Spousal Information*

Spouse Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.

Are all persons identified in Sections 4 & 5 Citizens of the United States*? Yes No

Is the person identified in Section 5 currently a resident of Kansas*? Yes No

All persons identified in Sections 4 & 5 are at least 21 years old*? Yes No

All persons in Sections 4 & 5 have been a Kansas resident for at least 15 years prior to submitting this application.**

Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:
(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law? Yes No

Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts? Yes No

Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license? Yes No

SECTION 7 – DURATION OF SPECIAL EVENT

Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

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



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Alvin Holdren DATE 09/28/23

FOR CITY/COUNTY OFFICE USE ONLY:

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

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

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

Article 14. Fences

4-1401. Purpose.

The purpose of this article is to regulate the replacement of current fences or the construction of new fences after the effective date of this article (Ordinance No. 2027).

(Ord. 2027; Code 2019)

4-1402. Permit required.

All fences constructed or reconstructed within the City of Council Grove require a building permit issued by the City of Council Grove following approval of the City Building Inspector.

(Ord. 2027; Code 2019)

4-1403. Height of fences.

The maximum height of fences depends on their location as follows:

(a) Front Yard. Fences may be erected adjacent to or within a residential front yard providing such fence shall not be more than 48 inches of height following the natural contour of the ground.

(b) Side Yard or Rear Yard. Fences may be erected adjacent to or within a residential side or rear yard provided such fence shall be no more than 6 feet in height following the natural grade of the ground.

(Ord. 2027; Code 2019)

4-1404. Exception to heights of fences.

The City Building Inspector may authorize a fence in excess of the limits set forth in Section 3 herein, when such fence may promote the safety, health or general welfare of the public.

(Ord. 2027; Code 2019)

4-1405. Location.

The fence owner will be responsible for knowing where property boundaries are located. It is not the responsibility of the City to locate property boundary lines within the City limits.

(Ord. 2027; Code 2019)

4-1406. Maintenance.

Fences built jointly by adjacent property owners will be deemed owned by, and the responsible party for maintenance will be vested with the property owner requesting the building permit and his successors in interest. Exceptions will require advance approval of the City Building Inspector.

(Ord. 2027; Code 2019)

4-1407. Materials.

Fences will be built from new material. Exceptions will require advance approval of the City Building Inspector.

(Ord. 2027; Code 2019)

4-1408. Construction standards.

Fences shall have supporting posts not less frequently than every 10 feet. Post holes will be dug to a minimum depth of 30 inches. Chain link fences will include top rails to preclude sagging.

(Ord. 2027; Code 2019)

4-1409. Prohibited fences.

No barb wire or other sharp fence and no electrically charged fence of any type shall be erected or maintained within the City. However, the City Building Inspector may, when he deems necessary for security around commercial, industrial or public properties, authorize the placing of barb wire on a top fence no less than 6 feet in height.

(Ord. 1921; Ord. 1969; Ord. 2027; Code 2019)

4-1410. Retaining walls.

Retaining walls may be erected at locations and heights of fences, providing the maximum height of the retaining wall shall be measured from the low side of the wall.

(Ord. 2027; Code 2019)

4-1411. Adverse effect.

No person shall erect or maintain any fence in a front yard which will materially damage adjacent property by obstructing the view, hindering ventilation, or which shall adversely affect public health, safety and welfare.

(Ord. 2027; Code 2019)

4-1412. Penalty.

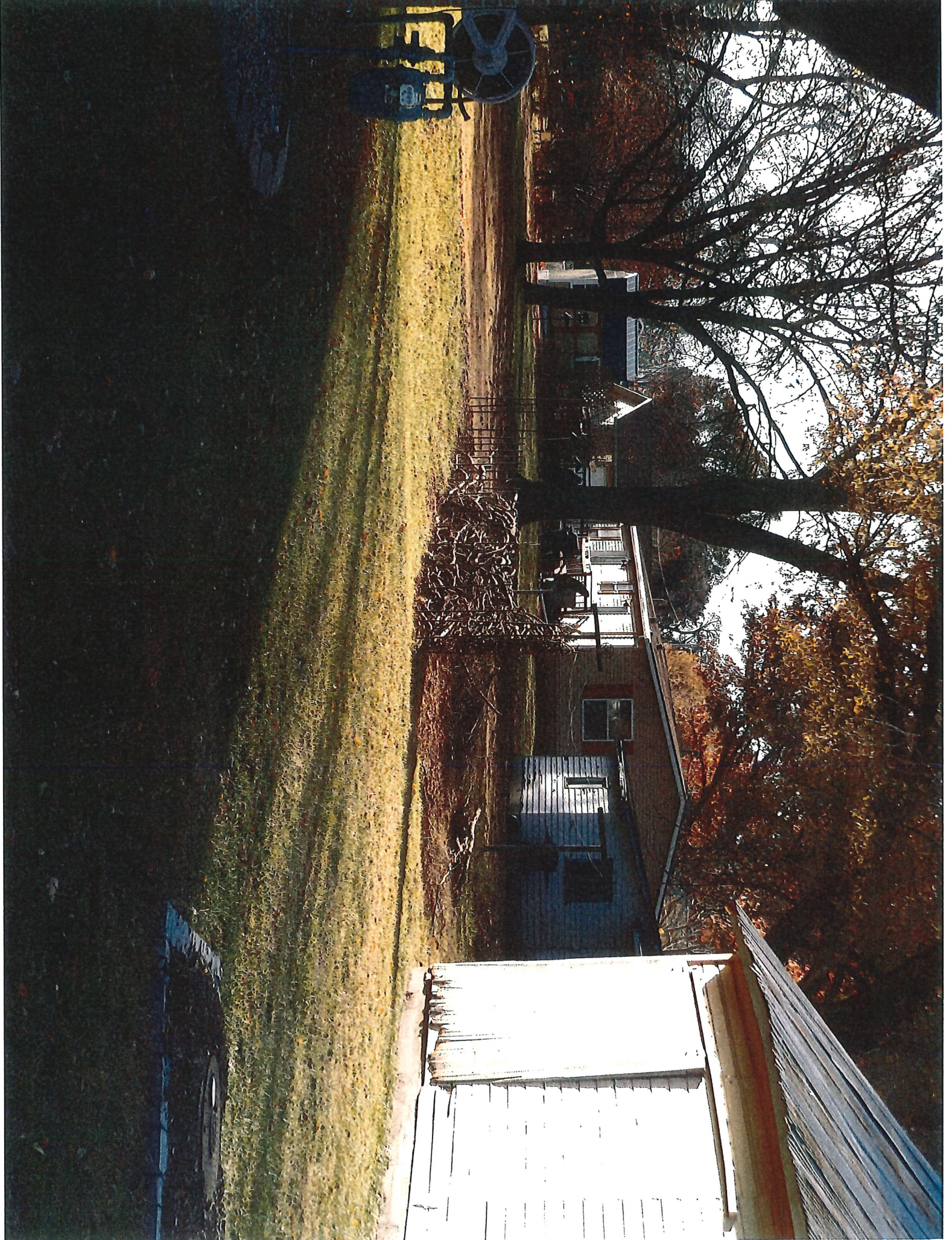
Any person who builds or maintains any fence or wall in violation these regulations shall remove such fence within five days after receipt of notice of the City Building Inspector. Additionally, if any action is commenced in Municipal Court, for violation of this article, the offender shall be subject to a fine of not less than \$100.00 nor more than \$500.00 as well as assessment of court costs.

(Ord. 2027; Code 2019)

4-1413. Grandfather clause.

Any fence existing on the effective date of Ordinance No. 2027 (January 14, 2008) which has been previously approved by the City shall be allowed. However, if any such fence is removed, then any new fence will need to comply with the then existing city code.

(Ord. 2027; Code 2019)







RESOLUTION NO. 112123-01

A RESOLUTION WAIVING GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP) IN PREPARATION OF FINANCIAL STATEMENTS AND REPORTS FOR THE CITY OF COUNCIL GROVE, KANSAS.

WHEREAS, the City of Council Grove has determined that the financial statements and financial reports for the year ending 2023 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of the State and are of no significant value to the governing body or the members of the general public of the City of Council Grove and;

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ending 2023.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the City of Council Grove, Kansas in its regular meeting assembled this 21st day of November 2023, that the governing body of the City of Council Grove hereby waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Council Grove for the year ending 2023.

BE IT FURTHER RESOLVED that the governing body shall cause the financial statements and reports of the City of Council Grove, Kansas to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Debi Schwerdtfeger
Mayor

ATTEST:

Nick Jones
City Clerk