

**City of Sedgwick  
City Council Meeting  
October 16, 2024**

**TO: Mayor and City Council**

**SUBJECT: Temporary Housing**

**INITIATED BY: EMS**

**AGENDA: New Business**

---

**Recommendation:** Approve the contract for temporary housing as presented.

**Background:** Sedgwick Fire-EMS will begin ambulatory services on January 1, 2025. A requirement of the licensure is to have crew members housed on-site for immediate response. The current Fire-EMS station does not have living quarters to accommodate this requirement, thus a contract for temporary housing has been drafted for the department to rent the Airbnb located across the street.

**Financial Considerations:** The contract stipulates rent at \$1,200/month with utilities to be in the name of the tenant for the duration of the contract. Appliance and mechanical failures will be fixed by the landlord. Damages to the property caused by city staff will be fixed by the landlord at the lowest contracted price. The property will come fully furnished. This is a one-year contract with the option to renew under negotiated terms at the end of the contract term.

**Recommendations/Actions:** It is recommended that the City Council approve the contract as presented.

**Attachment:** Contract

## STANDARD RESIDENTIAL LEASE AGREEMENT

**THIS LEASE AGREEMENT**, hereinafter known as the "Lease" is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jeff and Kelley DeGraffenried with mailing address at 402 S. Fountain St. Wichita, KS 67218, hereinafter known as the "Landlord" and The City of Sedgwick with mailing address of P.O. Box 131 Sedgwick, KS 67135, hereinafter known as the "Tenant(s)".

**WHEREAS**, the Landlord desires to lease the Property defined herein under the terms and conditions as set forth herein; and

**WHEREAS**, the Tenant(s) desires to lease the Property defined herein from the Landlord under the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**PROPERTY.** The Landlord owns property and improvements located at 110 E. 4<sup>th</sup> St. Sedgwick, KS 67135 hereinafter referred to as the "Property".

**LEASE TERM.** This Lease shall commence on the 1<sup>st</sup> day of December 2024, and end on the 31<sup>st</sup> day of December 2025, unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant(s) shall vacate the Property and deliver the same to the Landlord unless:

- A) The Lease is formally extended by the Landlord and the Tenant(s) in writing signed by both Parties.

**RENT.** The Tenant(s) shall pay to the Landlord the sum of \$1,200 per month for the duration of the Term of the Lease. The Rent shall be payable on or before every 15<sup>th</sup> day of the month, notwithstanding that the said date falls on a weekend or holiday.

- A) **Late Rent.** If Rent is not paid within 5 days of the Due Date, the Rent shall be considered past due and a late fee of \$150 shall be applied for every day Rent is late.
- B) **Returned Checks.** In the event that a check intended as payment for Rent is dishonored for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C) **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the initial Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a 30 day notice of the same from the Landlord to the Tenant(s).

**SECURITY DEPOSIT.** The Landlord hereby agrees to waive any and all security deposit requirements for the purpose of this Agreement.

**USE OF PROPERTY.** The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s) Fire-EMS department. No Guest(s) of the Tenant(s) shall be allowed to stay at the property without the consent of the Landlord.

**CONDITION.** The Tenant(s) stipulates that the Property has been examined and that the Property is in good repair and is tenantable.

**ASSIGNMENT.** Under this Lease, the Tenant(s) acknowledge that this Lease is not transferrable and that the Tenant(s) may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The Tenant(s) shall not sublet, sublease, or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

**RIGHT OF ENTRY.** The Landlord shall have the right to enter the Property during normal working hours by providing at least 3 hours' notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**ALTERATIONS AND IMPROVEMENTS.** No alterations to or improvements on the Property shall be made by the Tenant(s) without prior express consent of the Landlord to the same in writing.

- A) **Unauthorized Alterations or Improvements.** In the event that the Tenant(s) shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant(s) in default. The Landlord may, upon the Landlord's discretion, require the Tenant(s) to undo the alterations or improvements and restore the Property to its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant(s).
- B) **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories, and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the Landlord's property without the need for any further transfer, delivery, or assignment thereof.

**NON-DELIVERY OF POSSESSION.** The Landlord shall deliver to the Tenant(s) possession of the Property on or before the commencement of the Term of this Lease. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the Landlord shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than 1 day after the commencement of the Term of this Lease and the Tenant(s) agree(s) to accept the same until such date despite the delay. Failure of the Landlord to deliver possession of the Property within this period, shall automatically terminate the Lease. Upon such Termination, the Landlord shall return to the Tenant(s) any advance Rent and other sums not otherwise

consumed on account of the Tenant(s) never having occupied the Property. Thereafter the Parties shall have no further obligation to each other.

**HAZARDOUS MATERIALS.** Tenant(s) shall not keep on the Property any items of dangerous, flammable, or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

**UTILITIES.** The Tenant is responsible for all utilities.

**MAINTENANCE, REPAIR AND RULES.** The maintenance of the Property, minor repairs, and servicing shall be the responsibility and sole expense of the Landlord, including but not limited to HVAC/air-conditioning units, plumbing fixtures, electrical fixtures. Repairs to the property due to the Tenant(s) negligence shall be agreed upon in writing prior to any repairs being made and be the sole responsibility and expense of the Tenant(s). The Tenant(s) shall:

- A) Comply with any and all rules or regulations covering the Property including but not limited to local ordinances and health or safety codes.
- B) Dispose of any and all waste properly.
- C) Maintain the yard and landscaping in accordance with local ordinances.
- D) Refrain from all activities that will cause unreasonable loud noises or otherwise unduly disturb neighbors.
- E) Obtain consent of the Landlord prior to replacing or installing new deadbolts, locks, hooks, doorknobs, and the like.

**PETS.** Under this Lease there shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. In such instance, a pet deposit of \$1,000 will be required.

**FURNISHINGS.** The parties acknowledge that the Property is fully furnished, including window treatments, television, furniture for all rooms, and kitchen equipment, including pots, pan, plates, etc. Tenant shall provide its own bedding and linens. Tenant is responsible for maintaining these furnishings during the term of the lease and returning these furnishings in a similar condition to that at the start of the lease term at the end of the lease term.

**PARKING.** Tenant(s) shall be allowed to park one (1) vehicle per occupant during the duration of their stay at the Property. Parking must comply with any all rules or regulations covering the Property including but not limited to local ordinances.

**SMOKING POLICY.** Smoking and or vaping on the Property is strictly prohibited.

**QUIET ENJOYMENT.** The Landlord warrants that the Tenant(s) shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the Landlord or any other person or entity whose claim to the Property comes from the Landlord, subject to the terms and conditions of this Lease and compliance by the Tenant(s) with the same.

**INDEMNIFICATION.** The Landlord shall not be liable for any injury to the Tenant(s) or any other persons or property entering the Property occurring within the Property during the Term

of the Lease. Neither shall the Landlord be liable for any damage to the structure within which the Property is located or any part thereof. The Tenant(s) hereby agrees to hold the Landlord harmless from and indemnify the Landlord for any and all claims or damage not arising solely from the Landlord's acts, omission, fault, or negligence.

**DEFAULT.** In the event that the Landlord breaches any of the terms and conditions of this Lease or any applicable laws, rules, or codes, the Tenant(s) may avail of any of the remedies available under the law. In the event that the Tenant(s) breaches or fails to comply with any of the terms and conditions of this Lease or any applicable laws, rules, or codes the Landlord shall afford the Tenant(s) 30 days to remedy or rectify the same. This period shall commence on the day the Tenant(s) receives Notice of such breach or non-compliance with the request to rectify the same. If the Tenant(s) fail(s) to comply or rectify the breach or if the breach cannot reasonably be rectified or remedied, the Tenant(s) shall be in default. Upon the Tenant's default, the Landlord may terminate the Lease by sending the notice of default and consequent termination of the lease to the Tenant(s) and thereafter recover possession of the Property.

**ABANDONMENT.** In the event that the Tenant(s) abandon(s) the Property the Landlord may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant(s) belonging and lease the same to another without incurring any liability to the Tenant(s) for doing the same. In the event of the abandonment of the Property, the Landlord may recover from the Tenant(s) unpaid Rent until the Property is leased to another person or otherwise occupied by the Landlord or another under the Landlord's right.

**SEVERABILITY.** Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

**BINDING EFFECT.** The terms, obligations, conditions, and covenants of this Lease shall be binding on Tenant(s), the Landlord, their heirs, legal representatives, and successors in interest and shall inure to the benefit of the same.

**MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the Parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.

**NOTICE.** All notices in relation to this Lease shall be delivered to the following addresses:

**Tenant(s):** City of Sedgwick  
P.O. Box 131  
Sedgwick, KS 67135

**Landlord(s):** Jeff and Kelley DeGraffenreid  
402 S. Fountain St.  
Wichita, KS 67218

**DISPUTES.** If a dispute arises during or after the term of this Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in “good faith”, before any litigation.

**RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing, or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

**PROPERTY DEEMED UNINHABITABLE.** If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the Landlord.

**LEAD-BASED PAINT DISCLOSURE.** If the Property or any part of it was constructed prior to 1978, the Landlord shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled “LEAD-BASED PAINT DISCLOSURE” hereby acknowledged by the Tenant(s).

**ENTIRE AGREEMENT.** This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant(s) concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant(s) affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant(s) in a written instrument signed by both Parties.

**IN WITNESS WHEREOF,** the Landlord and Tenant(s) have executed this Lease in multiple originals as of the undersigned date(s).

ATTESTED BY: \_\_\_\_\_

Shelia Agee, City Clerk

Jeff and/or Kelley DeGraffenreid: \_\_\_\_\_

CITY OF SEDGWICK, KANSAS: \_\_\_\_\_

Kyle Nordick, City Administrator

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT  
HAZARDS LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

---

---

- ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- b) Records and reports available to the lessor (check (i) or (ii) below):

- i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

---

---

- ii) ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

- c) ☐ Lessee has received copies of all information listed above.
- d) ☐ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgment (initial)**

- e) ☐ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

---

Lessor                      Date

---

Agent                      Date