

City of Sedgwick  
City Council Meeting  
May 21, 2025

**TO:** Mayor and City Council

**SUBJECT:** Library Lease Agreement

**INITIATED BY:** Administration

**AGENDA:** New Business

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**Recommendation:** It is recommended that council approve the lease agreement as presented.

**Background:** The City and Lillian Tear Library Board have a lease agreement in place that spells out responsibilities of each entity in terms of repairs and maintenance to the property. A draft agreement was sent to the library board for their consideration earlier this year with the requirement that they hold the policy for personal property coverage of contents in the building. They have procured a policy and are ready to move forward with the agreement.

**Financial Considerations:** If approved, the contract will go into place with the annual cost of \$1.00.

**Recommendations/Actions:** Council's determination

**Attachments:** Lease agreement

## **LEASE AGREEMENT**

This agreement made this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between City of Sedgwick, Harvey County, Kansas, hereinafter referred to as "Landlord", and The Lillian Tear Public Library of the City of Sedgwick, Harvey County, Kansas, hereinafter referred to as "TENANT";

WITNESSETH THAT:

WHEREAS, Landlord is the owner of certain real property including building, fixtures and certain land located at 511 N. Commercial, Lot 131 on west side of Commercial Avenue, Sedgwick, Kansas.

WHEREAS, Landlord and Tenant desires to enter into a written lease of the premises, including the building, and fixtures on the property.

IT IS THEREFORE AGREED AS FOLLOWS:

1. **RENT:** Landlord will lease the above-described premises, for the uses established by organization, to Tenant for \$1.00 per annum with the rental payment due on the 1<sup>st</sup> day of July each year, payable in advance.

2. **TERM:** The term of the lease shall be for a period of five years, beginning this day of \_\_\_\_\_ 2025 and ending on \_\_\_\_ day of \_\_\_\_\_ 2030.

The Tenant shall have the option to renew this lease for an additional term of five years, with the terms and conditions of said lease to be agreed upon by the parties, upon Tenant providing written notice to the Landlord 30 days prior to the expiration of this lease.

3. **MAINTENANCE, Repair, and Capital Improvement Responsibilities:**

3.1 **Routine Maintenance.** The Tenant shall, during the term of this lease or any renewal or extension thereof, at its sole expense, keep the interior of the leased property in as good order and repair as it is at the date of commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. The Tenant shall be responsible for daily/routine maintenance of the Leased Premises which shall include, pest control, cleaning and janitorial services, snow and ice removal, light fixture bulb replacements, and general cleanup expenses for the Leased Premises. The Tenant shall be responsible for small maintenance to include interior painting, interior locks and front entrance exterior locks. The Landlord shall maintain the building structure and property including, the exterior of the building, windows, exterior doors, rear entrance exterior door locks, parking area, sidewalks and routine servicing of heating, air conditioning and ventilating systems.

3.2 **Repairs.** Repairs are defined as any necessary maintenance or upkeep required to keep the Leased Premises in a safe and useable condition and does not include normal wear and tear that occurs during the term of this lease. Landlord shall be responsible for all repairs costing \$10,000.00 or less. Bids for repairs exceeding \$10,000.00 will be submitted to the Council and Library Board for approval. The parties will share the cost

of major repairs which exceed \$10,000.00. Three bids will be required for all such repairs and the parties will determine which bid to accept and will then negotiate the manner in which the repair cost will be divided. The Landlord responsibility is subject to available funding in the current budget year and requires approval of Council to reallocate funding above what is budgeted for facility maintenance. The Tenant responsibility is subject to available funding in the current budget year and requires the approval of the Board to reallocate funding. Both parties understand that if funding is unavailable in the current budget year from either party for a repair, then the repair may be deferred until funds are available and allocable or the party with available funding may assume the entire cost for the repair at its sole discretion. If one party assumes the entire cost of a repair at its discretion, it is not entitled to repayment from the other party. The Landlord shall file insurance claims for property damages for severe weather, natural disasters or catastrophic events.

- 3.3 Capital Improvement Responsibilities. A capital improvement is defined as a construction or improvement project necessary to keep the Leased Premises in the same condition as it exists at the date of commencement of this lease and does not include ordinary wear and tear that occurs during the term of this lease. The Landlord shall be responsible for capital improvements. Capital improvements shall be subject to the approval of City Council and available funding. Further, the parties shall negotiate timelines for when and how such capital improvements shall be made.

4. INSURANCE: Landlord shall maintain insurance against loss by fire or other natural disasters on the real estate subject of this lease. The landlord shall maintain public liability insurance on the premises. The Tenant shall provide all insurance necessary for the personal property located on the leased premises equal to the value of \$300,000. Tenant will provide Landlord with a certificate of insurance evidencing Tenant's coverage. Tenant shall provide annual insurance certificate evidencing continued personal property coverage. Landlord will provide Tenant with annual insurance certificate evidencing continued insurance coverage for the building and public liability on the premises.

5. ALTERATIONS: The Tenant shall have the right, from time to time, to make all such alterations and improvements to the leased property as shall be reasonably necessary or appropriate in the Tenant's judgment, provided approval of such alteration is first obtained from Landlord. All alterations and improvements to the real estate shall become the property of Landlord upon the termination of this lease.

6. REMOVAL FROM PREMISE: Tenant will, upon the termination of this lease by its own terms or due to breach by Tenant, remove itself from the leased premises within sixty (60) days of notification of termination of agreement.

7. BREACH: If Tenant should breach any of the covenants or conditions as contained in the Lease or perform any act, which would result in waste of the premises, or fail to pay the rental payment, Landlord shall notify Tenant by certified mail return receipt requested of such default. Tenant shall have ten (10) days to correct the default, or make good faith effort. If the correction, or good faith effort, is not made by Tenant within that period of time, it shall be in breach of the Lease and shall voluntarily remove itself from the premises according to the terms set forth in section 6.

If Landlord should breach any of the covenants or conditions as contained the in the Lease, Tenant shall notify Landlord by certified mail of such default. Landlord shall have ten (10) days to correct the default, or make good faith effort. If the correction, or good faith effort, is not made by the Landlord within that period of time, the Tenant may exercise its right to exit the Lease free of penalty.

8. ASSIGNMENT OR SUBLEASE: Tenant may not assign or sublease the lease in whole or in part.

9. COMPLIANCE WITH APPLICABLE LAW: Landlord warrants that the premises are in compliance with all federal, state, county and city laws. Neither the Landlord nor the Tenant shall knowingly commit or willingly permit any act or thing contrary to rules and regulations of any federal, state or municipal authority.

10. EMINENT DOMAIN: It is expressly understood and agreed if all or any material portion of the premises are taken by the exercise of Eminent Domain, Tenant may cancel the lease by written notice, mailed to the Landlord, within ten days of the taking, provided, that Tenant shall not be precluded from participating in such proceedings to establish any damage resulting to it from such exercise of the right of Eminent Domain.

11. UTILITIES: Tenant covenants and agrees to pay for all gas, electric current, and all other utilities serving the real estate during the term of this lease. Landlord agrees to provide city owned utilities at a zero cost to the Tenant.

12. NOTICES: Any notice required or permitted hereunder or by law shall be sent by certified mail, with return receipt requested, postage prepaid, to the Mayor of the City of Sedgwick at 520 N. Commercial, Sedgwick, Kansas, and to the Chairman of the Library Board, PO Box 28, 511 N. Commercial, Sedgwick, Kansas. All rent payments due hereunder shall be delivered to said Landlord at above address.

13. GOVERNING LAW: It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

14. BENEFIT OF HEIRS: This lease shall inure to the benefit of the agents, representatives and assigns in interest of the respective parties hereto.

IN WITNESS WHEREOF, we have hereunto executed the above Lease Agreement on the day and year first above written.

“LANDLORD”

City of Sedgwick, Harvey County, Kansas

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

Title: \_\_\_\_\_

“TENANT

Lillian Tear Library for the City of  
Sedgwick, Harvey County, Kansas

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

Title: \_\_\_\_\_