

CLEARWATER CEMETERY DISTRICT

Meeting Agenda
Thursday, February 8, 2024, 6:30 PM
129 E Ross Ave Clearwater, KS 67026

Please join my meeting from your computer, tablet or smartphone.

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Money Market Balance	\$506,971.18
Checking Balance	\$8,838.78
Equipment Reserve Balance	\$20,000

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Consent Agenda**
 - a. [Minutes 01/11/2024](#)
 - b. [January Accounts Payable](#)
 - c. [January Receipt Report](#)
 - d. [February Payroll](#)
5. **Reports**
 - a. [Treasurer and General Report](#)
 - i. [YTD Financial Report](#)
 - b. [Secretary Report](#)
 - c. [Maintenance Report](#)
6. **Business**
 - a. **Action:** [New Farm Lease](#)
 - b. **Other Business**
7. **Executive Session**
8. **Comments**
9. **Adjournment**

CLEARWATER CEMETERY DISTRICT

**Clearwater Cemetery District
Board Meeting
January 11, 2024
6:30 PM, City Hall**

1. Call to Order

Board Member Erwin called the meeting to order at 6:30 p.m.

2. Roll Call

Burt Ussery, Clearwater Mayor and Tim Erwin, Ninnescah Township were present. David Loos, Ohio Township was absent.

The following city staff members were present: Carol Reitberger, Courtney Zollinger was absent.

3. Approval of Agenda

MOTION: *Ussery* moved, *Erwin* seconded the motion to approve the agenda as presented. Voted and passed unanimously. 2-0

4. Consent Agenda

- a. 12-14-23 Minutes
- b. December Accounts Payable
- c. December Receipt Report
- d. January Payroll

MOTION: *Ussery* moved, *Erwin* seconded the motion to approve the consent agenda as presented. Voted and passed unanimously. 2-0

5. Reports

- a. Treasurer and General Report

Reitberger reported the reports were in the packet. If there were any questions, she would have Zollinger send an email with the answer.

In the report it stated the calendar year 2024 Cemetery Chairperson will be the Ninnescah Township Trustee, Tim Erwin.

The Cemetery District was under budget on expenditures by about \$39,000 if you do not consider “carryover capital outlay”. This was primarily due to a combination of under budget in salaries and architectural fees.

Workers Compensation Audit questionnaire was turned into Farm Bureau.

CLEARWATER CEMETERY DISTRICT

Year end report requirements to Sedgwick County are complete. Deadline is January 31st.

The closing property swap with Hammers LLC was completed.

i. YTD Financial Report

- b. Secretary Report – Two half lots have been sold and three burials for the month.
- c. Maintenance Report – Mike is on light duty due to an injury that occurred on personal time. Clearwater Public Works has been assisting as needed. They have done four open and close.

6. **Business** None

a. **Other Business**

7. **Executive Session**

None at this time

8. **Comments**

None at this time

9. **Adjournment**

With there being no further business

MOTION: *Ussery* moved, *Erwin* seconded to adjourn the meeting. Voted and passed unanimously. 2-0

Meeting adjourned at 6:36 p.m.

Check Register Report

Date: 02/06/2024
Time: 11:09 am
Page: 1

City of Clearwater

BANK: CEMETERY CHECKING

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
CEMETERY CHECKING Checks								
8796	01/11/24	Printed			GEQ1	GARRETSON EQUIPMENT	CEMETERY GRAVE - BERNTSEN	400.00
8798	01/11/24	Printed			CI CL	CITY OF CLEARWATER	CEMETERY AGREEMENT	1,000.00
8799	01/11/24	Printed			EVERGY	EVERGY KANSAS CENTRAL INC	CEMETERY ELECTRIC	45.50
Total Checks: 3					Checks Total (excluding void checks):			1,445.50
Total Payments: 3					Bank Total (excluding void checks):			1,445.50
Total Payments: 3					Grand Total (excluding void checks):			1,445.50

RECEIPTS BY RECEIPT TYPE - DETAIL RECEIPTS

From 01/01/2024 To 01/31/2024

Page: 1
2/6/2024
11:07 am

City of Clearwater

Receipt #	Drawer	Received From	Reference ID	Post Date	Amount
Receipt Type: CEMET Cemetery					
120	XCEM	SEDGWICK COUNTY	TAX EXEMPTION	01/30/2024	\$451.93
121	XCEM	BOGUE	QUIT CLAIM BOGUE	01/30/2024	\$50.00
122	XCEM	DENVER GEARHART	PLOT SALE X4	01/30/2024	\$1,500.00
122	XCEM	DENVER GEARHART	QUIT CLAIM	01/30/2024	\$50.00
123	XCEM	SEDGWICK COUNTY TREASURER	TREASURER	01/30/2024	\$80,071.96
124	XCEM	UTT FAMILY SERVICE CORP	O/C ALES	01/30/2024	\$550.00
125	XCEM	EMPRISE BANK	01 31 24 INTEREST	01/31/2024	\$1,076.71
CEMET Cemetery			7	Total:	\$83,750.60
Cash Drawer XCEM Count:				7	Subtotal: \$83,750.60
Grand Total Count:				7	Grand Total: \$83,750.60

Earnings History Report (Detail)

February 2024 Payroll

Emp. Code Desc.: Clearwater Cemetery District
City of Clearwater
From: 02/01/2024
To: 02/29/2024

Date: 2/6/2024
Time: 10:23:20

I.D. #: 50260				Name: David J Loos				Dept Code: 400			
Address: 9751 S 51st St W				S.S.#: XXX-XX-4182		Gender: M		Local Tax Status:		State Marital Table: S	
				Birthday:		Hire Date: 01/01/2020		EIC Status:		# State Exempts: 2	
City: Peck						Prom Date:		Fed Marital Table: M		Extra State W/H: \$ 0.0000	
State: KS ZIP: 67120						Term Date:		# Fed Exempts: 0		# Local Exempts: 0	
Phone: () - x				Employment Status: A		Marital St: M		Extra Fed W/H: \$ 0.0000		Extra Local W/H: \$ 0.0000	
Pay Date	Check No.	Hourly Rate	Regular Pay Federal Tax	Regular Hours State Tax	Overtime Pay Local Tax	Overtime Hours Medicare	Leave pay Social Security	Leave Hours Retirement W/H	Other Pay Other Deduct.	Gross Pay Net Pay	
02/08/2024	9008755	\$ 0.4808	\$ 83.33	0.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	83.33	
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 1.21	\$ 5.17	\$ 0.00	\$ 0.00	76.95	
Employee Totals:			\$ 83.33	0.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	83.33	
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 1.21	\$ 5.17	\$ 0.00	\$ 0.00	76.95	
I.D. #: 50238				Name: Michael E Weakley				Dept Code: 400			
Address: 216 West 120th North				S.S.#: XXX-XX-1702		Gender: M		Local Tax Status:		State Marital Table: S	
				Birthday: 06/16/1942		Hire Date: 05/14/2016		EIC Status:		# State Exempts: 0	
City: Clearwater						Prom Date:		Fed Marital Table: S		Extra State W/H: \$ 0.0000	
State: KS ZIP: 67026						Term Date:		# Fed Exempts: 1		# Local Exempts: 0	
Phone: () - x				Employment Status: A		Marital St: D		Extra Fed W/H: \$ 0.0000		Extra Local W/H: \$ 0.0000	
Pay Date	Check No.	Hourly Rate	Regular Pay Federal Tax	Regular Hours State Tax	Overtime Pay Local Tax	Overtime Hours Medicare	Leave pay Social Security	Leave Hours Retirement W/H	Other Pay Other Deduct.	Gross Pay Net Pay	
02/08/2024	9008756	\$ 16.0000	\$ 16.00	1.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	16.00	
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.23	\$ 0.99	\$ 0.00	\$ 0.00	14.78	
Employee Totals:			\$ 16.00	1.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	16.00	
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.23	\$ 0.99	\$ 0.00	\$ 0.00	14.78	
Grand Totals:			\$ 99.33	1.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	99.33	
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 1.44	\$ 6.16	\$ 0.00	\$ 0.00	91.73	

CLEARWATER CEMETERY DISTRICT

To: Cemetery Board of Directors

From: Courtney Zollinger

Date: 02/06/2024

RE: Treasurer and General Report

- Revenues YTD are at 41% of the budget and expenditures are at 0.3%.
- Nothing else to report.

REVENUE/EXPENDITURE REPORT

Page: 1

2/6/2024

11:10 am

City of Clearwater

For the Period: 1/1/2024 to 1/31/2024

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 700 - CEMETERY DISTRICT							
Revenues							
Dept: 000.000							
Acct Class: 3001 TAXES							
401.000 ADVALOREM PROPERTY TAX	146,215.00	146,215.00	78,170.42	78,170.42	0.00	68,044.58	53.5
402.000 DELINQUENT TAXES	0.00	0.00	973.37	973.37	0.00	-973.37	0.0
405.000 MOTOR VEHICLE TAX	19,748.98	19,748.98	566.70	566.70	0.00	19,182.28	2.9
406.000 RECREATIONAL VEHICLE TAX	557.40	557.40	8.48	8.48	0.00	548.92	1.5
406.500 WATERCRAFT	279.00	279.00	166.14	166.14	0.00	112.86	59.5
407.000 16/20 M TRUCKS	282.63	282.63	186.85	186.85	0.00	95.78	66.1
407.100 CMV DISTRIBUTION	240.88	240.88	0.00	0.00	0.00	240.88	0.0
TAXES	167,323.89	167,323.89	80,071.96	80,071.96	0.00	87,251.93	47.9
Acct Class: 3200 CHARGES FOR SERVICES							
476.350 QUIT CLAIM FILED	200.00	200.00	100.00	100.00	0.00	100.00	50.0
476.400 OPEN/CLOSE	15,000.00	15,000.00	550.00	550.00	0.00	14,450.00	3.7
CHARGES FOR SERVICES	15,200.00	15,200.00	650.00	650.00	0.00	14,550.00	4.3
Acct Class: 3300 USE OF MONEY & PROPERTY							
421.000 LEASE	1,950.00	1,950.00	0.00	0.00	0.00	1,950.00	0.0
462.000 INTEREST ON IDLE MONEY	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
476.300 LOT SALES	13,000.00	13,000.00	1,500.00	1,500.00	0.00	11,500.00	11.5
USE OF MONEY & PROPERTY	17,950.00	17,950.00	1,500.00	1,500.00	0.00	16,450.00	8.4
Acct Class: 3350 MISCELLANEOUS							
476.000 OTHER	0.00	0.00	451.93	451.93	0.00	-451.93	0.0
MISCELLANEOUS	0.00	0.00	451.93	451.93	0.00	-451.93	0.0
Dept: 000.000	200,473.89	200,473.89	82,673.89	82,673.89	0.00	117,800.00	41.2
Revenues	200,473.89	200,473.89	82,673.89	82,673.89	0.00	117,800.00	41.2
Expenditures							
Dept: 000.000							
Acct Class: 4001 PERSONNEL SERVICES							
711.001 SALARIES	43,550.00	43,550.00	160.00	160.00	0.00	43,390.00	0.4
711.006 SEASONAL	6,250.00	6,250.00	0.00	0.00	0.00	6,250.00	0.0
711.014 BOARD/ COMMISSION	3,200.00	3,200.00	83.33	83.33	0.00	3,116.67	2.6
712.000 SOCIAL SECURITY	3,300.00	3,300.00	15.09	15.09	0.00	3,284.91	0.5
712.100 MEDICARE	800.00	800.00	3.53	3.53	0.00	796.47	0.4
715.000 WORKERS COMPENSATION	200.00	200.00	0.00	0.00	0.00	200.00	0.0
716.000 UNEMPLOYMENT TAXES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
PERSONNEL SERVICES	57,400.00	57,400.00	261.95	261.95	0.00	57,138.05	0.5
Acct Class: 4020 SUPPLIES & MATERIALS							
720.003 GROUNDS MAINTENANCE/SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
720.013 DEPARTMENTAL OPERATING	400.00	400.00	0.00	0.00	0.00	400.00	0.0
720.016 COMPUTER SOFT/HARDWARE	990.00	990.00	0.00	0.00	0.00	990.00	0.0
721.002 POSTAGE	60.00	60.00	0.00	0.00	0.00	60.00	0.0
723.002 RESERVE	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0
734.001 GAS, OIL, DIESEL	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
734.003 SHOP SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00	0.0
735.001 SAND & GRAVEL	500.00	500.00	0.00	0.00	0.00	500.00	0.0
SUPPLIES & MATERIALS	408,250.00	408,250.00	0.00	0.00	0.00	408,250.00	0.0
Acct Class: 4100 CONTRACTUAL							
720.014 CONTRACT LABOR	24,300.00	24,300.00	1,000.00	1,000.00	0.00	23,300.00	4.1
721.006 INSURANCE	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0
721.010 VEHICLE REPAIRS/SERVICE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
721.020 Open/ Close Grave	13,000.00	13,000.00	400.00	400.00	0.00	12,600.00	3.1
721.035 SECURITY MONITORING SERVICES	720.00	720.00	0.00	0.00	0.00	720.00	0.0

REVENUE/EXPENDITURE REPORT

Page: 2
2/6/2024
11:10 am

City of Clearwater

For the Period: 1/1/2024 to 1/31/2024

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 700 - CEMETERY DISTRICT							
Expenditures							
Dept: 000.000							
Acct Class: 4100 CONTRACTUAL							
722.001 EVERGY	600.00	600.00	45.50	45.50	0.00	554.50	7.6
726.001 LEGAL FEES	23,381.00	23,381.00	0.00	0.00	0.00	23,381.00	0.0
726.002 ARCHITECTUAL & ENG. FEES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
CONTRACTUAL	74,001.00	74,001.00	1,445.50	1,445.50	0.00	72,555.50	2.0
Acct Class: 4101 CONTRACTUAL CITY WIDE							
720.001 SANITATION SERVICES	210.00	210.00	0.00	0.00	0.00	210.00	0.0
CONTRACTUAL CITY WIDE	210.00	210.00	0.00	0.00	0.00	210.00	0.0
Acct Class: 4150 CAPITAL OUTLAY							
741.001 CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 000.000	589,861.00	589,861.00	1,707.45	1,707.45	0.00	588,153.55	0.3
Expenditures	589,861.00	589,861.00	1,707.45	1,707.45	0.00	588,153.55	0.3
Grand Total Net Effect:	-389,387.11	-389,387.11	80,966.44	80,966.44	0.00	-470,353.55	

CLEARWATER CEMETERY DISTRICT

To: Cemetery Board of Directors
 From: Carol Reitberger, Deputy City Clerk
 Date: 02-08-2024

RE: Secretary Report

LOT SALES

ADD	SEC	LOT	POS	NAME
NOEL	6	56	1-4	Denver Gearhardt (Noel Cemetery)

BURIALS

ADD	SEC	LOT	POS	NAME
	7	118	3	Ales, James

QUIT CLAIMS

ADD	SEC	LOT	POS	FROM	TO
	D	34	1 & 2	Gwendolyn Bogue	Gregory and/or Cindy Bogue
NOEL	6	056	1-4	Denver Gearhardt	Jacqueline Matthews

CLEARWATER CEMETERY

Addition	SEC	Total LOTS	POSITIONS Not for Sale	FULL LOTS Available	HALF LOTS Available	SG. POS. Available	BABY LOTS Available
Original	1	180	4	-	-	-	
Original	2	181	4	-	-	-	
1 st Add	1	180	4	-	-	-	
2 nd Add	A	100	0	-	-	-	
2 nd Add	B	100	4	-	-	-	
2 nd Add	C	100	4	-	-	-	
2 nd Add	D	100	258	-	-	-	
NORTH	4	170	17	40	13	40	-
NORTH	5	160	42.5	6	5	5	-
NORTH	6	189	44	57	13	-	-
NORTH	7	170	23.5	-	2	12	12
TOTAL				104	39	57	12

CLEARWATER CEMETERY DISTRICT

To: Cemetery Board of Directors

From: Courtney Zollinger

Date: 02/06/2024

RE: Maintenance Report

- Mike is still out. We are waiting for a doctor's release before he returns to work.
- Clearwater Public Works has been assisting as needed.
 - There were 1 open and close public works did.

**Clearwater Cemetery District
Board Meeting
February 6, 2024**

Farmland Agreement

Context: With the property swap agreement with Hammers LLC, it was agreed upon to lease the farmland property to Max Tjaden.

In the packet is the signed Notice of Cancellation from John W. Dugan along with the new tenant lease for Max Tjaden.

The City of Clearwater and Hammers LLC have agreed to the lease agreement with Max Tjaden. The lease agreement with Max Tjaden will bring in \$50/ acre of rent payments for a total of \$900/ year.

Action: Authorize the chairman to execute the Notice of Cancellation with John W. Dugan and enter into agreement with Max Tjaden.

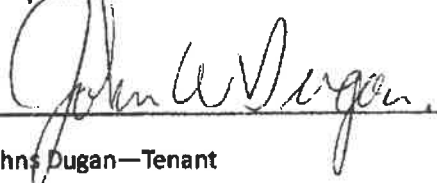
NOTICE OF CANCELLATION

RE: Cash Farmland Rental Agreement between Landlords the Clearwater Cemetery District and the City of Clearwater, And Tenant John W Dugan, executed October 1, 2021. (Copy attached)

As required by paragraph 7, of this rental agreement, written notification of termination must be provided at least three months before expiration of the lease. The current lease term is from October 1, 2023 to September 20, 2024.

John Dugan (Tenant) advises the City of Clearwater and Clearwater Cemetery District that he intends to terminate the lease after the last day of harvesting of the 2024 wheat crop or July 31st, whichever comes first.

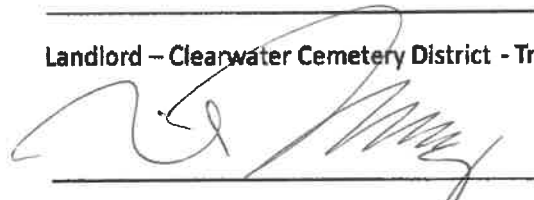
This executed document will service as written notification of cancellation of this agreement and acceptance of this notice.


Johns Dugan—Tenant

Date: 1-18-2024

_____, Date: _____

Landlord – Clearwater Cemetery District - Trustee


_____, Date: 1.23.2024

Landlord – City of Clearwater, Mayor

CASH FARMLAND RENTAL AGREEMENT

This lease is entered into this 23rd day of January, 2024

Between Hammers LLC, landlord of 21 acres more or less, Clearwater Cemetery District, landlord of 18 acres more or less, and the City of Clearwater, landlord of 9 acres more or less (Landlords) And Max Tjaden, (Tenant) for farming purposes only.

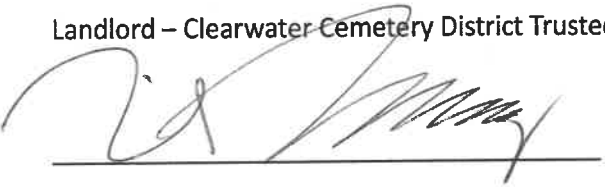
1. The landlords hereby lease to the tenant, to use for agricultural purposes, to following described property, located South of 95th Street South and West of 135th Street West. Located in Sedgwick County, in the State of Kansas. And consists of 48 acres, more or less, all rights thereto except as specified below:
 - a. The landlords reserve the right to enter the land if needed.
 - b. The landlords do not convey to the tenant the right to lease, or sublet any part of the land, or to assign the lease to any person or persons.
2. Possession of the said property will be given to the Tenant on the day after the last day of harvesting of the 2024 wheat crop or August 1, 2024, whichever comes first.
3. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the landlords and tenants in a like manner.
4. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows;
 - a. The tenant will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond the tenants control excepted.
 - b. The tenant will operate the land in an efficient and husband like manner.
 - c. The tenant will not, without oral consent of the landlord, cut live trees for sale, or personal use.
 - d. The landlord reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
 - e. The tenant will use fertilization practices which prevent depletion of the essential plant food elements in the soil.
 - f. Landlords and the tenant agree, that in the event a lime treatment is necessary for the property, the cost of the soil survey, application and product, will be split 33% paid by the tenant and the remaining 66% paid by the landlords based on % of property by each landlord. (Hammers, LLC 44%, Clearwater Cemetery District 38%, and City of Clearwater 19%).
5. The tenant agrees to pay the landlords as cash rental the amount of \$2,400 (\$50 per acer) per annual rent payment (Rent shall be due August 1st of each) and such payments will be made as follows:
 - a. Hammers LLC (21 ac x \$50 = \$1050)
 - b. Clearwater Cemetery District (18 ac x \$50 = \$900)
 - c. City of Clearwater, KS (9 ac x \$50 = \$450)

6. The term of this lease shall be one year from August 1, 2024 to July 31, 2025, and this shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least three months before expiration of the lease, or any renewal.
7. The tenant agrees that he or his agents will possess the land continuously during the term of the lease.
8. The tenant agrees to surrender the land peaceably at the termination of the lease.
9. Each party agrees that the other part shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.
10. If and of the landlords develop any portion of their respective land holdings covered by this lease they will be responsible to reimburse the tenant for any losses of crop value.
11. Any differences between the parties as to their several rights and obligations under this lease that are not settled by mutual agreement, after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third selected by the two thus selected, and the committee's decision shall be accepted as final by both parties.

IN WITNESS WHEREOF, the parties have signed this lease on the 23rd day of January, 2024

Landlord - Hammers LLC

Landlord – Clearwater Cemetery District Trustee



Landlord – City of Clearwater, Mayor



Tenant, Max Tjaden

CASH FARMLAND RENTAL AGREEMENT

This lease is entered into this January 19, 2024

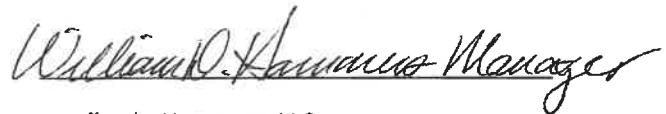
Between Hammers LLC, landlord of 21 acres more or less, Clearwater Cemetery District, landlord of 18 acres more or less, and the City of Clearwater, landlord of 9 acres more or less (Landlords) And Max Tjaden, (Tenant) for farming purposes only.

1. The landlords hereby lease to the tenant, to use for agricultural purposes, to following described property, located South of 95th Street South and West of 135th Street West. Located in Sedgwick County, in the State of Kansas. And consists of 48 acres, more or less, all rights thereto except as specified below:
 - a. The landlords reserve the right to enter the land if needed.
 - b. The landlords do not convey to the tenant the right to lease, or sublet any part of the land, or to assign the lease to any person or persons.
2. Possession of the said property will be given to the Tenant on the day after the last day of harvesting of the 2024 wheat crop or August 1, 2024, whichever comes first.
3. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the landlords and tenants in a like manner.
4. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows;
 - a. The tenant will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond the tenants control excepted.
 - b. The tenant will operate the land in an efficient and husband like manner.
 - c. The tenant will not, without oral consent of the landlord, cut live trees for sale, or personal use.
 - d. The landlord reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
 - e. The tenant will use fertilization practices which prevent depletion of the essential plant food elements in the soil.
 - f. Landlords and the tenant agree, that in the event a lime treatment is necessary for the property, the cost of the soil survey, application and product, will be split 33% paid by the tenant and the remaining 66% paid by the landlords based on % of property by each landlord. (Hammers, LLC 44%, Clearwater Cemetery District 38%, and City of Clearwater 19%).
5. The tenant agrees to pay the landlords as cash rental the amount of \$2,400 (\$50 per acer) per annual rent payment (Rent shall be due August 1st of each) and such payments will be made as follows:
 - a. Hammers LLC (21 ac x \$50 = \$1050)
 - b. Clearwater Cemetery District (18 ac x \$50 = \$900)
 - c. City of Clearwater, KS (9 ac x \$50 = \$450)

WDA

6. The term of this lease shall be one year from August 1, 2024 to July 31, 2025, and this shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least three months before expiration of the lease, or any renewal.
7. The tenant agrees that he or his agents will possess the land continuously during the term of the lease.
8. The tenant agrees to surrender the land peaceably at the termination of the lease.
9. Each party agrees that the other part shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.
10. If and of the landlords develop any portion of their respective land holdings covered by this lease they will be responsible to reimburse the tenant for any losses of crop value.
11. Any differences between the parties as to their several rights and obligations under this lease that are not settled by mutual agreement, after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third selected by the two thus selected, and the committee's decision shall be accepted as final by both parties.

IN WITNESS WHEREOF, the parties have signed this lease on the 19th day of January, 2024



Landlord - Hammers LLC

Landlord – Clearwater Cemetery District Trustee



Landlord – City of Clearwater, Mayor

Tenant, Max Tjaden

