

CLEARWATER CEMETERY DISTRICT

Meeting Agenda
Thursday, August 14, 2025, 6:30 PM
129 E Ross Ave Clearwater, KS 67026

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Money Market Balance	\$462,551.75
Checking Balance	\$4,838.40
Equipment Reserve Balance	\$20,000.00

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Consent Agenda
 - a. [Minutes 7/10/2025](#)
 - b. [July Accounts Payable](#)
 - c. [July Receipt Report](#)
 - d. [August Payroll](#)
5. [Reports](#)
 - a. [YTD Financial Report](#)
6. Business
 - a. **Presentation:** [Memorial Art Company](#)
 - b. **Action:** [Farm Lease Agreement](#)
 - c. **Action:** [Ruby Cemetery Fence Repair](#)
 - d. **Other Business**
7. Executive Session
8. Comments
9. Adjournment

CLEARWATER CEMETERY DISTRICT

Clearwater Cemetery District
Board Meeting
July 10, 2025
6:30 PM, City Hall

1. **Call to Order**

Board member Loos called the meeting to order at 6:30p.m.

2. **Roll Call**

David Loos, Trustee Ohio Township, Tim Erwin, Trustee Ninnescah Township and Burt Ussery, Mayor of City of Clearwater were present.

Others present: Courtney Zollinger, City Administrator, and Mike Weakly, Cemetery Sexton

3. **Approval of Agenda**

MOTION: *Loos* moved, *Ussery* seconded to approve the agenda as submitted. Voted and passed unanimously. 3-0

4. **Consent Agenda**

- a. Minutes 06/12/2024
- b. June Accounts Payable
- c. June Receipt Report
- d. July Payroll

MOTION: *Loos* moved, *Erwin* seconded to approve the consent agenda as presented. Voted and passed unanimously. 3-0

5. **Reports**

- 50% through the year. Revenues are at 79.2% and expenses are at 19.7%.
- Lazarus completed the drone work and have been sent all data to start building the new site
- Tim Erwin met with Sedgwick County Clerks to review the Cemetery Districts budget. No changes were made at the meeting. The budget hearing is set for the September 11th meeting.
- Logan Mills filed the new Tax ID combination for the Cemetery District with the Register of Deeds. Now all Clearwater Cemetery parcels are one unit and will no longer be charged a separate waste disposal fee.
- Zachary Main with Memorial Art Company will attend the August meeting to make a presentation on their columbariums.
- There were 4 monuments set in Clearwater Cemetery, 1 lot sale, and 6 burials.

MOTION: *Ussery* moved, *Loos* seconded to accept the reports. Voted and passed unanimously. 2-0

6. **Business** – No business items.

CLEARWATER CEMETERY DISTRICT

7. Other Business – No other business

8. Executive Session – No Executive Session

9. Comments – No Comments

10. Adjournment

With there being no further business

MOTION: *Loos* moved, *Ussery* seconded to adjourn the meeting. Voted and passed unanimously. 3-0

Meeting adjourned at 6:32 p.m.

Check Register Report

Date: 08/12/2025

Time: 7:59 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								
8907	07/10/25	Reconciled		07/31/25	AAA PORTA	AAA PORTABLE SERVICES, INC.	Cemetery - 1 restroom	120.75
8927	07/10/25	Reconciled		07/31/25	CED	CERTIFIED ENGINEERING DESIGN	Cemetery - Lot Combination	1,521.00
8928	07/10/25	Reconciled		07/31/25	CTY CLRWTR	CITY OF CLEARWATER	July Agreement	1,000.00
8929	07/10/25	Reconciled		07/31/25	GARRETSON	GARRETSON EQUIPMENT	June 11, 10, 25, 25	1,200.00
8930	07/10/25	Reconciled		07/31/25	MULVANE CO	MULVANE COOP	Cemetery Fuel	71.70
8931	07/10/25	Reconciled		07/31/25	NAT SIGN	NATIONAL SIGN COMPANY INC	Cemetery Closed Signs	330.56
8932	07/10/25	Reconciled		07/31/25	TL SANTION	TL SANITATION	Cemetery Trash	35.00
8933	07/10/25	Reconciled		07/31/25	TRUGREEN	TRUGREEN	Cemetery Lawn Service	2,369.00
8934	07/10/25	Reconciled		07/31/25	WL01	WHITNEY LANDSCAPING	Cemetery June Mowing	8,400.00

Total Checks: 9

Checks Total (excluding void checks):

15,048.01

Total Payments: 9

Bank Total (excluding void checks):

15,048.01

Total Payments: 9

Grand Total (excluding void checks):

15,048.01

RECEIPTS BY GENERAL LEDGER NUMBER - DETAIL

From 07/01/2025 To 07/31/2025

Page: 1

8/12/2025

7:58 am

City of Clearwater

Receipt #	Drawer	Received From	Rec.Type	Reference ID	Post Date	Amount	
Cash Drawer: XCEM							
Fund Number: 700							
GL Numbe	700-000.000-462.000	INTEREST ON IDLE MONEY					
221	XCEM	EMPRISE BANK		CEME`JULY INTEREST	07/31/2025	\$1,092.05	
	700-000.000-462.000					Total:	\$1,092.05
GL Numbe	700-000.000-476.400	OPEN/CLOSE					
216	XCEM	UTT FAMILY SERVICES CO	CEME`	CHARLOTTE HOUCK	07/30/2025	\$700.00	
217	XCEM	UTT FAMILY SERVICE COR	CEME`	ILA DUNCAN	07/30/2025	\$700.00	
218	XCEM	UTT FAMILY SERVICE COR	CEME`	CHARLES DANIELS	07/30/2025	\$375.00	
219	XCEM	BORDWELL	CEME`	DONNA MCGINTY	07/30/2025	\$750.00	
220	XCEM	CORNEJO FUNERAL HOME	CEME`	MARILYN SCHALK	07/30/2025	\$375.00	
	700-000.000-476.400					Total:	\$2,900.00
						Total for Fund:	\$3,992.05
						Cash Drawer XCEM Subtotal:	\$3,992.05
						Grand Total:	\$3,992.05

Earnings History Report (Detail)

Emp. Code Desc.: Clearwater Cemetery District
City of Clearwater
From: 08/01/2025
To: 08/31/2025

Date: 8/12/2025
Time: 7:56:37

I.D. #: 50263	Name: Timothy R Erwin	Dept Code: 400
Address: 9360 S 199th St W	S.S.#: XXX-XX-1851	Local Tax Status:
	Gender: M	State Marital Table: S
	Birthday: 06/23/1960	EIC Status:
City: Viola	Hire Date: 01/01/2025	# State Exempts: 0
State: KS	Prom Date:	Extra State W/H: \$ 0.0000
ZIP: 67149	Term Date:	# Local Exempts: 0
Phone: () - x	Marital St: M	Extra Local W/H: \$ 0.0000
Employment Status: A	Fed Marital Table: S	Extra Fed 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
08/05/2025	9010889	\$ 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. #: 50260	Name: David J Loos	Dept Code: 400
Address: 9751 S 51st St W	S.S.#: XXX-XX-4182	Local Tax Status:
	Gender: M	State Marital Table: S
	Birthday:	EIC Status:
City: Peck	Hire Date: 01/01/2020	# State Exempts: 2
State: KS	Prom Date:	Extra State W/H: \$ 0.0000
ZIP: 67120	Term Date:	# Local Exempts: 0
Phone: () - x	Marital St: M	Extra Local W/H: \$ 0.0000
Employment Status: A	Fed Marital Table: M	Extra Fed 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
08/05/2025	9010890	\$ 0.5769	\$ 100.00	0.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	100.00
			\$ 0.00	\$ 0.00	\$ 0.00	1.45	\$ 6.20	\$ 0.00	\$ 0.00	92.35
Employee Totals:			\$ 100.00	0.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	100.00
			\$ 0.00	\$ 0.00	\$ 0.00	1.45	\$ 6.20	\$ 0.00	\$ 0.00	92.35

I.D. #: 50141	Name: Burt L Ussery	Dept Code: 400
Address: 444 S Clear Creek	S.S.#: XXX-XX-3326	Local Tax Status:
	Gender: M	State Marital Table: S
	Birthday: 07/10/1951	EIC Status:
City: CLEARWATER	Hire Date: 01/01/2015	# State Exempts: 0
State: KS	Prom Date:	Extra State W/H: \$ 0.0000
ZIP: 67026	Term Date:	# Local Exempts: 0
Phone: () - x	Marital St: M	Extra Local W/H: \$ 0.0000
Employment Status: A	Fed Marital Table: S	Extra Fed 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
08/05/2025	9010891	\$ 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

Earnings History Report (Detail)

Emp. Code Desc.: Clearwater Cemetery District
 City of Clearwater
 From: 08/01/2025
 To: 08/31/2025

Date: 8/12/2025
 Time: 7:56:37

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		
08/05/2025	9010892	\$ 21.0000	\$ 2,478.00	118.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	2,478.00		
			\$ 170.49	\$ 114.23	\$ 0.00	\$ 35.93	\$ 153.64	\$ 0.00	\$ 0.00	2,003.71		
Employee Totals:			\$ 2,478.00	118.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	2,478.00		
			\$ 170.49	\$ 114.23	\$ 0.00	\$ 35.93	\$ 153.64	\$ 0.00	\$ 0.00	2,003.71		
Grand Totals:			\$ 2,744.66	118.0000	\$ 0.00	0.0000	\$ 0.00	0.0000	\$ 0.00	2,744.66		
			\$ 170.49	\$ 114.23	\$ 0.00	\$ 39.80	\$ 170.18	\$ 0.00	\$ 0.00	2,249.96		

CLEARWATER CEMETERY DISTRICT

To: Cemetery Board of Directors
 Date: 08/11/2025
 RE: Reports

- 58% through the year. Revenues are at 81.1% and expenses are at 23.3%.

LOT SALES

ADD	SEC	LOT	POS	NAME
	4	10	3	Richard Bordwell

BURIALS

ADD	SEC	LOT	POS	NAME
	6	155	4	Charles Edward Daniels
	D	19	2	Charlotte Houck
	7	128	2	Ula Duncan
	B	34	2	Marilyn Schalk
	4	10	3	Donna McGinty

QUIT CLAIMS

ADD	SEC	LOT	POS	FROM	TO

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	-	-	-	
3 rd Add	4	170	17	39	21	7	-
3 rd Add	5	160	42.5	5	5	6	-
3 rd Add	6	189	44	52	16	-	-
3 rd Add	7	170	23.5	-	2	-	12
TOTAL				104	39	57	12

REVENUE/EXPENDITURE REPORT

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8/12/2025

8:04 am

City of Clearwater

For the Period: 1/1/2025 to 7/31/2025

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 700 - CEMETERY DISTRICT							
Revenues							
Dept: 000.000							
401.000 ADVALOREM PROPERTY TAX	143,552.00	143,552.00	138,201.49	0.00	0.00	5,350.51	96.3
402.000 DELINQUENT TAXES	500.00	500.00	2,742.37	0.00	0.00	-2,242.37	548.5
405.000 MOTOR VEHICLE TAX	20,347.87	20,347.87	4,660.91	0.00	0.00	15,686.96	22.9
406.000 RECREATIONAL VEHICLE TAX	530.90	530.90	91.17	0.00	0.00	439.73	17.2
406.500 WATERCRAFT	265.00	265.00	258.00	0.00	0.00	7.00	97.4
407.000 16/20 M TRUCKS	293.09	293.09	275.05	0.00	0.00	18.04	93.8
407.100 CMV DISTRIBUTION	281.99	281.99	237.58	0.00	0.00	44.41	84.3
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	9,000.00	9,000.00	7,495.84	1,092.05	0.00	1,504.16	83.3
476.000 OTHER	5,000.00	5,000.00	1,398.00	0.00	0.00	3,602.00	28.0
476.300 LOT SALES	13,000.00	13,000.00	2,250.00	0.00	0.00	10,750.00	17.3
476.350 QUIT CLAIM FILED	200.00	200.00	50.00	0.00	0.00	150.00	25.0
476.400 OPEN/CLOSE	15,000.00	15,000.00	12,525.00	2,900.00	0.00	2,475.00	83.5
Dept: 000.000	209,920.85	209,920.85	170,185.41	3,992.05	0.00	39,735.44	81.1
Revenues							
	209,920.85	209,920.85	170,185.41	3,992.05	0.00	39,735.44	81.1
Expenditures							
Dept: 000.000							
711.001 SALARIES	52,993.50	52,993.50	11,445.00	2,058.00	0.00	41,548.50	21.6
711.006 SEASONAL	7,725.00	7,725.00	0.00	0.00	0.00	7,725.00	0.0
711.014 BOARD/ COMMISSION	3,200.00	3,200.00	1,866.62	266.66	0.00	1,333.38	58.3
712.000 SOCIAL SECURITY	4,000.00	4,000.00	825.38	144.14	0.00	3,174.62	20.6
712.100 MEDICARE	1,000.00	1,000.00	193.05	33.71	0.00	806.95	19.3
715.000 WORKERS COMPENSATION	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	0.0
716.000 UNEMPLOYMENT TAXES	100.00	100.00	7.23	7.23	0.00	92.77	7.2
720.001 SANITATION SERVICES	210.00	210.00	35.00	0.00	0.00	175.00	16.7
720.003 GROUNDS MAINTENANCE/SUPPLIES	2,000.00	2,000.00	999.68	572.06	0.00	1,000.32	50.0
720.013 DEPARTMENTAL OPERATING	1,300.00	1,300.00	382.03	10.00	0.00	917.97	29.4
720.014 CONTRACT LABOR	27,000.00	27,000.00	33,195.80	11,769.00	0.00	-6,195.80	122.9
720.016 COMPUTER SOFT/HARDWARE	1,055.00	1,055.00	9,000.00	0.00	0.00	-7,945.00	853.1
721.006 INSURANCE	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
721.010 VEHICLE REPAIRS/SERVICE	2,000.00	2,000.00	476.32	8.25	0.00	1,523.68	23.8
721.020 Open/ Close Grave	13,000.00	13,000.00	6,950.00	1,200.00	0.00	6,050.00	53.5
721.035 SECURITY MONITORING SERVICES	720.00	720.00	420.63	62.09	0.00	299.37	58.4
722.001 EVERGY	600.00	600.00	347.68	50.16	0.00	252.32	57.9
723.002 RESERVE	163,500.00	163,500.00	0.00	0.00	0.00	163,500.00	0.0
726.002 ARCHITECTUAL & ENG. FEES	20,000.00	20,000.00	1,521.00	1,521.00	0.00	18,479.00	7.6
734.001 GAS, OIL, DIESEL	4,000.00	4,000.00	347.83	71.70	0.00	3,652.17	8.7
734.003 SHOP SUPPLIES	300.00	300.00	283.81	0.00	0.00	16.19	94.6
735.001 SAND & GRAVEL	800.00	800.00	300.00	0.00	0.00	500.00	37.5
741.001 CAPITAL OUTLAY	155,500.00	155,500.00	47,885.00	0.00	0.00	107,615.00	30.8
771.000 TRANSFER OUT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Dept: 000.000	500,803.50	500,803.50	116,482.06	17,774.00	0.00	384,321.44	23.3
Expenditures							
	500,803.50	500,803.50	116,482.06	17,774.00	0.00	384,321.44	23.3
Net Effect for CEMETERY DISTRICT							
Change in Fund Balance:	-290,882.65	-290,882.65	53,703.35	-13,781.95	0.00	-344,586.00	-18.5
	53,703.35						
Grand Total Net Effect:	-290,882.65	-290,882.65	53,703.35	-13,781.95	0.00	-344,586.00	

**Clearwater Cemetery District
Board Meeting
August 14, 2025**

Columbarium's

Context: At the June board meeting it was approved to invite Memorial Art Company out of Salina to give a presentation on columbariums. Tim will be here from the company to speak about their company and what they provide. The board has set aside in this years budget \$75,000 for columbariums.

Action: No recommendation at this time.







**Clearwater Cemetery District
Board Meeting
August 14, 2025**

Farm Lease

Context: In 2024 the Clearwater Cemetery District, Hammer's LLC, and the City of Clearwater entered into a farm lease agreement with Max Tjaden. Max Tjaden informed all parties that he was not going to continue to farm the land and canceled his lease agreement.

There are two parties interested in farming the property, Jake Johson, and Wes Struthers. The City and Hammers LLC have agreed to sign the contract designated by the Cemetery District

Wes Struthers has offered \$48/acre and Jake Johnson has offered \$0 rent for 3 years and then \$50/acre after that. Jake stated he spoke with the previous tenant, Max Tjaden, and Max informed Jake there is a water problem on the land and that is why Max no longer wants to farm it. Jake is offering to fix the water issues in exchange for \$0 rent for 3 years. Trevor Smith, Hammers LLC farm manager, stated he might have a 3rd option for the cemetery district to consider.

Financial: Once agreed upon the rent will either be \$48/acre (\$432) immediately or \$50/acre (\$450) after 3 years.

Actions: Review the offers for farming the shared land and decide if the groups will accept one.

CASH FARMLAND RENTAL AGREEMENT

This lease is entered into this _____, 2025

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 Jake Johnson, (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. Land 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.
5. The tenant agrees to pay the landlords as cash rental the amount of \$2,304 (\$50 per acer) per annual rent payment after three (3) years. The first three year the tenant will fix the water issues that stretch across the properties in lieu of paying rent for three years.
6. Rent shall be due September 1st starting 2028 of each year 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)
7. The term of this lease shall be four years from September 1, 2025, to August 31, 2029, 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.
8. The tenant agrees that he or his agents will possess the land continuously during the term of the lease.

9. The tenant agrees to surrender the land peaceably at the termination of the lease.
10. 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.
11. 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.
12. 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 _____ day of _____, 2025

Landlord - Hammers LLC

Landlord – Clearwater Cemetery District Trustee

Landlord – City of Clearwater, Mayor

Tenant, Jake Johnson

CASH FARMLAND RENTAL AGREEMENT

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 - 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.
5. The tenant agrees to pay the landlords as cash rental the amount of \$2,304 (\$48 per acer) per annual rent payment (Rent shall be due November 1st of each) and such payments will be made as follows:
 - a. Hammers LLC (21 ac x \$48 = \$1008)
 - b. Clearwater Cemetery District (18 ac x \$48 = \$864)
 - c. City of Clearwater, KS (9 ac x \$48 = \$432)
6. The term of this lease shall be one year from November 1, 2025 to October 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 _____ day of _____, 2025

Landlord - Hammers LLC

Landlord – Clearwater Cemetery District Trustee

Landlord – City of Clearwater, Mayor

Tenant, Wes Struthers

**Clearwater Cemetery District
Board Meeting
August 14, 2025**

Ruby Cemetery Fence Repair

Context: On July 24th, Whitney Landscaping reported that there was damage to the Ruby gate when they arrived to mow.

Mike Weakley contacted Reddi Fence to get a quote on fixing the damaged gate. Reddi is the company that has come in low bid on the other fence project for Clearwater Cemetery. On August 1st, Reddi submitted a quote for \$1,487.87 to replace the gate post and chain link.

If the board wishes to file an insurance claim the deductible would be \$500

Action: Approve the quote from Reddi Fence to repair the Ruby Cemetery fence.





6205 E Kellogg Dr
Wichita, KS 67218
620-899-4410

Commercial • Residential • Temporary • Gate Operators • Access Control

ESTIMATE

Estimator	Date
Levi Wells	8/1/2025

Job Name: Ruby Cemetery

Location: 7201 S 151st St W, Clearwater, KS 67026

Quote Number: 80125

Scope of Work:

Replace the gate post hit by a vehicle, set the new post in concrete and rehang the gate on the new post
Adjust the other gate as needed for double gates to match
Tie existing chainlink fence into the new gate post

Installation & Material Specifications

Gate Post: 3 inch SP40 Weight
Line Post: Use Existing
Top Rail: Use Existing
Chain Link Fabric: 9 GA Knuckle Twist
Height: 4 ft.
Color: Galvanized
Gate: Use Existing
Demo: Yes remove damaged materail and haul off
Setting Post: Concrete post footing will be set into dirt.
Concrete: Bags of Quickcrete

Total Price:	\$1,487.87
Tax (if applicable):	\$111.59
Grand Total	\$1,599.46

A 3% program fee is charged on all credit card payments

ACCEPTED: _____

DATE: _____

Terms and Conditions

EXCLUSIONS:

- No Core Drilling or jack hammering has been quoted if required additional charges will apply unless otherwise noted.
- No Potholing Or Hydro Excavation has been quoted if required additional charges will apply unless otherwise noted.
- Demo, Grading or clearing of fence line unless otherwise noted.
- Operator Pads, Electrical, Data, & Access Controls by others unless otherwise noted.
- No Engineering, Material/Labor Certifications have been quoted unless otherwise noted.
- Davis Bacon / Prevailing Wages unless otherwise noted.
- All Posts to be preset in one mobilization prior to installation of any paving and landscaping

- Signage, Staking, or Surveying unless otherwise noted.
- Mow Strip under fence is excluded unless otherwise noted.
- Grounding of Fence Excluded unless otherwise noted. Grounding on gate operators to be in place prior to installation.
- Hauling and Picking up spoils from holes dug unless otherwise noted.

REDDI FENCE proposes to sell material and/or labor to you (the customer named on the front of this contract, "BUYER").

More or less material other than the amount contracted for will be debited or credited at current rates. Any excess materials, not needed in erection of the fence, shall remain property of REDDI FENCE.

DELAY: REDDI FENCE is not responsible or liable for delay, damage or default of this contract caused by bad weather, shortages of material, transportation, acts of civil or military authorities or other causes beyond REDDI FENCE'S control. By signing this Contract, the BUYER expressly waives these claims.

RESTOCKING: If BUYER cancels a job after the product has been ordered, BUYER will be charged a restocking fee of twenty-five (25) percent on material.

PAYMENT: As owners of the property to be improved, BUYER promises to pay for all materials, labor and building permits as contracted. A charge of 1.5% per month will be added to this account if not paid within 30 days of the invoice date. Thereafter, REDDI FENCE reserves the right to charge interest on all unpaid balances up to 10% per annum prior to taking a civil judgment. If this debt is not a consumer debt as defined by the UCCC, then BUYER agrees to pay attorney fees and all other costs of collection. If the debt is consumer debt as defined by the UCCC, then BUYER agrees to pay attorney fees in an amount not to exceed 15% of the total amount of the debt after default or as otherwise permitted or limited by the UCCC or other laws of the United States of the State of Kansas.

REFUND: In the event this proposal is not accepted by REDDI FENCE, any payment made by BUYER shall be refunded to the BUYER and this proposal shall be null and void.

FENCE AND PROPERTY LINES: BUYER, as the PROPERTY OWNER is SOLELY RESPONSIBLE FOR LOCATING PROPERTY LINES. REDDI FENCE DOES NOT SURVEY YOUR PROPERTY OR REMOVE EXISTING OLD FENCES, SHRUBS OR TREES UNLESS SPECIFIED IN THIS CONTRACT. BUYER hereby assumes full responsibility for location of the line in which the fence is to be installed and BUYER holds REDDI FENCE and their agents harmless from all claims arising from the questions of survey of BUYER'S property or location of the lines.

***PRIVATE UNDERGROUND UTILITIES:** REDDI FENCE assumes no responsibility for the location and or damage of any PRIVATE PIPES, SPRINKLER SYSTEMS, UNDERGROUND POOL EQUIPMENT, UNDERGROUND WIRES, PRIVATE UTILITY LINES, SEWERS, CONDUITS, OBSTRUCTIONS, CONDITIONS, OR RESTRICTIONS of any nature which might interfere with or be damaged by REDDI FENCES work, or be the cause or occasion of injuries or other damage. BUYER is responsible for, and agree to release, indemnify, save harmless and defend REDDI FENCE from and against all LIABILITY, LOSS, DAMAGE and EXPENSE caused or occasioned thereby.

***PUBLIC UTILITY LINES:** Unless stated on the front of this contract, REDDI FENCE is responsible to issue a dig permit and FLAG ALL PUBLIC UTILITIES on property prior to starting work. PUBLIC UTILITIES consist of all CABLE, PHONE, GAS, ELECTRIC, FIBEROPTICS, AND MAIN FEED LINES. REDDI FENCE is required to be 2 ft. off all marked public utilities lines.

INSTALLATION: Unless otherwise agreed to in writing, the BUYER shall fully cooperate in allowing REDDI FENCE's installation of the fence by doing each of the following: (a) Clearing a sufficient working area of all obstructions and removable hazards. (b) Surveying, grading, locating and staking the fence line and by verifying all property lines. (c) Obtaining all appropriate building permits or other form of governmental permissions. The estimated completion date shall be extended for as long as the BUYER fails to comply with this provision and for all delays reasonably beyond REDDI FENCE's control. BUYER shall be deemed to have accepted the goods and work performed upon payment.

LIMITED WARRANTY: We guarantee that any fence installed by REDDI FENCE will be free from defects in workmanship under normal use for one (1) year from completion of construction. REDDI FENCE's obligation under this warranty is limited solely to correcting the workmanship defect (not the product itself) after REDDI FENCE has examined the problem and agree it is a workmanship problem. REDDI FENCE is not responsible for environmental conditions that may impact the installation, such as earthquakes, rain, flood, tornadoes, ground settling, etc. There are no warranties which extend beyond the description of the goods and work to be performed as contained on the front page.

MANUFACTURER DISPUTES: REDDI FENCE expressly disclaims any liability for defects or flaws in the products sold and/or installed by REDDI FENCE. REDDI FENCE expressly DOES NOT warrant any ACQ-treated materials used, nor does REDDI FENCE warrant against natural rust of steel material. REDDI FENCE is also not responsible for wood shrinkage or bowed twisted or cracked wood. To the extent that the manufacturers of these products provide their own warranties relating to the products themselves, such warranty disputes regarding the quality of the products shall be solely between the manufacturer and BUYER.

THIS IS A BINDING CONTRACT.