

## RESIDENTIAL LEASE

By this agreement made and entered into between Unified Government of Wyandotte County/Kansas City Kansas, herein referred to as lessor, and Terry Zeigler, herein referred to as lessee, lessor leases to lessee the residential premises situated at [REDACTED] commonly known as Lakehouse 1, [REDACTED] together with all appurtenances commencing on January 1, 2018, and to end on December 31, 2019 unless otherwise extended.

### SECTION ONE RENT

Lessee agrees to pay, without demand, to lessor as rent for the demised premises the sum of:

- a.) FIVE HUNDRED Dollars (\$500.00) for the months of January to June 2018;
- b.) EIGHT HUNDRED Dollars (\$800.00) for the months of July to December 2018; and
- c.) ONE THOUSAND Dollars (\$1000.00) per month beginning January 2019 for the remainder of the term.

Said payments shall be due and made in advance on the 1<sup>st</sup> day of each calendar month as lessor may designate. The parties acknowledge and agree that Lessee shall be entitled to a credit towards said rent as further described in Section Five.

### SECTION TWO SECURITY DEPOSIT

On execution of this lease, lessee deposits with lessor ZERO dollars (\$0.00), receipt of which is acknowledged by lessor, as security for the faithful performance by lessee of the terms hereof, to be returned to lessee without interest, on the full and faithful performance by him of the provisions hereof.

### SECTION THREE QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants herein contained, lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

### SECTION FOUR USE OF PREMISES

The demised premises shall be used and occupied by lessee exclusively as a private single-family residence, and neither the premises nor any part thereof shall be used at any time during the

term of this lease by lessee, for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Lessee shall comply with all the codes, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this lease.

#### SECTION FIVE CONDITION OF PREMISES

The parties acknowledge and agree that at the commencement of the term the premises had significant defects which rendered the premises uninhabitable and which lessee agreed to repair and remedy in a safe and workmanlike manner at lessee's sole expense. Lessor agrees to credit towards the rent due those actual expenses incurred, including labor at \$21.92 per hour. Said credits as of this date are itemized in Attachment A.

#### SECTION SIX ASSIGNMENT AND SUBLETTING

Without the prior written consent of lessor, lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of lessor, or an assignment or subletting by operation of law, shall be void and shall, at lessor's option, terminate this lease.

#### SECTION SEVEN ALTERATIONS AND IMPROVEMENTS

Except for the repairs referenced in Section Five, Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between lessor and lessee, be the property of lessor and remain on the demised premises at the expiration or sooner termination of this lease.

#### SECTION EIGHT DAMAGE TO PREMISES

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have

been untenable; but, if the leased premises should be damaged other than by lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

#### SECTION NINE UTILITIES

Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that electricity and water shall be provided by lessor.

#### SECTION TEN MAINTENANCE AND REPAIR

Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, lessee shall keep fixtures in the house or on or about the leased premises in good order and repair; free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises not due to lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be at the discretion of lessor.

#### SECTION ELEVEN ANIMALS

Lessee shall not keep more than one (1) domestic cat and two (2) dogs on the premises without permission from the Lessor. Any property damage due to the keep of pets is the sole responsibility of the Lessee to repair.

#### SECTION TWELVE RIGHT OF INSPECTION

Lessor and its agents shall have the right at all reasonable times during the term of this lease and any extension thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

#### SECTION THIRTEEN SUBORDINATION OF LEASE

This lease and lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by

lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

#### SECTION FOURTEEN HOLDOVER BY LESSEE

Should lessee remain in possession of the demised premises with the consent of lessor after the natural expiration of this lease, a new tenancy from month to month shall be created between lessor and lessee which shall be subject to all terms and conditions hereof but shall be terminable on 30 days' written notice served by either lessor or lessee on the other party.

#### SECTION FIFTEEN SURRENDER OF PREMISES

At the expiration of the lease term, lessee shall quit and surrender the premises hereby demised in a good and clean state and condition, reasonable use and wear thereof excepted.

#### SECTION SIXTEEN DEFAULT

If any default is made in the payment of rent, or any part thereof, at the times specified, or if any default is made in the performance or compliance with any other term or condition hereof, the lease, at the option of lessor, shall terminate and be forfeited, and lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 3 days of receipt of such notice, lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

#### SECTION SEVENTEEN ABANDONMENT

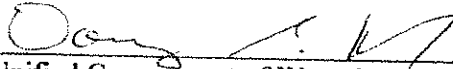
If at any time during the term of this lease lessee abandons the demised premises or any part thereof, lessor may, at his option, enter the demised premises by any means, without becoming liable to lessee for damages or for any payment of any kind whatever, and may, at its discretion, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at lessor's option, hold lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by lessor by means of such reletting. If lessor's right of re-entry is exercised following abandonment of the premises by lessee, then lessor may consider any personal property belonging to lessee and left on the premises to also have been abandoned, in which case lessor may dispose of all such personal property in any manner lessor shall deem proper and is hereby relieved of all liability for so doing.

SECTION EIGHTEEN  
BINDING EFFECT

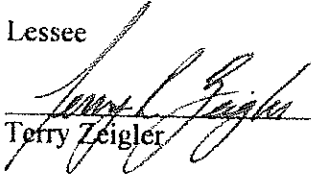
The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease this 24<sup>th</sup> day of August 2018.

Lessor

  
\_\_\_\_\_  
Unified Government of Wyandotte County/Kansas City Kansas  
By Doug G Bach, County Administrator

Lessee

  
\_\_\_\_\_  
Terry Zeigler

# Attachment A

	Date	Purchased	Cost	Hours Worked	Number of People	Work Performed	Mileage
Thurs	12/28/2017				2		
Fri.	12/29/2017	Jim's Lock - extra keys	\$6.38		1	Ripped out carpet & blinds in family room	
Fri.	12/29/2017						
	12/29/2017			20	2	(mom & me 10hrs) Began cleaning house, walls, windos, blinds, trim, kitchen, fireplace, & basement	
	12/29/2017	Lowes - keys for gate lock	\$9.64				
	12/29/2017	Lowes - Cleaning supplies	\$52.57				11
	12/30/2017	Lowes - Paint	\$127.05				11
Sat.	12/30/2017						11
	12/30/2017	Sherwin - Williams - paint	\$71.41	8	2	(mom & Me 4hrs) Cleaning continued	
	1/3/2018	Lowes - painting material	\$62.86				10
	1/3/2018	Lowes - llights and misc. material	\$616.98				11
	1/3/2018	Home Depot - lighting	\$98.57				25
	1/3/2018	Home Depot - light	\$87.71				23
	1/3/2018	Sherwin - Williams - paint	\$58.12				23
	1/3/2018	Lowes - Misc. materials	\$26.90				23
Wed.	1/3/2018						11
Thurs.	1/3/2018			8	1	Gathering materials, hanging lights in hall & dinning room	
	1/4/2018	Lowes - kitchen llight, bulbs	\$167.80	16		(Mom - 5 hrs / me - 11 hrs) lights, wiring issues, cleaning	
	1/4/2018	Lowes - light	\$98.19				11
	1/4/2018	NFM - Carpet for addition	\$2,053.05				11
	1/5/2018	Lowes - \$254.14 (fan for family room, switches/ Stanley Steamer - \$425	\$679.14	19	2	(Mom - 7hrs / me 11hrs) wiring issues w lighting, cleaning, duct work cleaned by Stanley Steamer	10
	1/5/2018	Lowes - Lighting	\$28.20				
	1/5/2018	Lowes - lighting	\$232.34				25
	1/6/2018	Lowes - lighting & Misc.	\$128.68				25
	1/6/2018	Lowes - toilet & supply line	\$157.73				25
	1/6/2018	Lowes - Toilet, cleaning supplies,	\$356.60	14	2	Mom - 6hrs / me - 8hrs) Replaced toilet - leaked all over floor the bowl was cracked. Cleaning & resolving wiring issue.	
Sat.	1/7/2018	Lowes - material for cleaning fireplace	\$27.30				25
	1/15/2018	Lowes - FR storm door & misc. items	\$726.47				25
Tues.	1/16/2018	Laying trim in family room & replacing light switches		4.5	1		25

<i>Fri.</i>	1/26/2018	Got rock from creek & built some flowerbeds		10	2		
<i>Sun.</i>	1/28/2018	Relocated mailbox per Post Office		1.5	1		
	1/29/2018	Lowe's - film in bathroom	\$31.59				25
	1/31/2018	Lowe's - front door material, outlets	\$53.71				25
<i>Sat.</i>	2/3/2018	Worked on front storm door, installed stained glass on front door, installed two planter boxes, & treated top half of fireplace stone in house. Paid Edwin for work.	\$160.00	10	2		
	2/3/2018	Lowe's - bathroom material	\$15.20				
	2/11/2018	Lowe's - Misc. materials	\$304.25				25
	2/17/2018	Lowe's - Insect sealant & flowerbed sealant	\$28.29				25
	2/18/2018	Painted entry and repaired closet ceiling at front door - Edwin	\$100.00				25
<i>MON. RESERVE DAY</i>	2/19/2018	Replaced bathroom light & fan, replaced 4 light switches & plates, treated wood floors with sealer.		7	1		
<i>Sat.</i>	3/3/2018	Worked on front storm door.		3	1		
<i>Sat.</i>	3/17/2018	Brushed hogged field, demoed bridge, pulled rock from the creek for bridge repairs		8	1		
<i>Sun.</i>	3/18/2018	Finished mowing field, built flowerbeds in front on north side of front porch, tore out railroad ties in courtyard		7	1		
<i>Fri. Good Friday</i>	3/30/2018	Worked on bridge & cleared brush		8	2		
	3/31/2018	Picked up material for bridge - Lowe's					
<i>Sat.</i>	3/31/2018	Installed cell phone booster antenna, worked on courtyard area		6.5	1		
<del>Sat.</del>	3/31/2018	Lowe's - Bridge material	\$105.73				

Sun.  
Easter  
Sun.

Thurs.

Tues.

Thurs.

Fri.

Sat.

Thurs.

Thurs.

Sat.

Sun.

4/1/2018	Wired and installed cell phone booster antenna in the house and worked on caulk & installed new waterlines on bathroom sink. Installed backdoor light.		8	1	
4/1/2018	Lowe's - cell antenna material & backdoor light	\$115.88			25
4/5/2018	Worked on stone in courtyard		2.5	1	
4/8/2018	Lowe's - lighting & face plates	\$94.61			
4/10/2018	Worked on Courtyard		3	1	25
4/12/2018	Worked on flowerbeds		2	1	
4/13/2018	Home Depot - potting mix & mulch	\$40.27			
4/13/2018	Worked on spiket & flower beds		3	1	
4/14/2018	Worked on Fencing & clearing brush in creek		3.5	1	
4/19/2018	Lowe's - concrete	\$21.93			
4/19/2018	Bridge, courtyard, & cleared debris from bridge demolition		12	2	11
4/26/2018	Bridge & clearing creek		10	2	
4/27/2018	Lowe's - insecticide & lawn fertilizer	\$107.17			
4/27/2018	Lowe's - concrete	\$21.93			11
4/27/2018	Home Depot - gravel, sand, roses	\$121.25			11
4/28/2018	Lowe's - wild flower mix	\$7.64			26
4/28/2018	Home Depot - Gravel	\$24.11			25
4/28/2018	Lowe's - pavers, base, gravel	\$74.09			
4/28/2018	bridge, cut brush from creek, courtyard, treated lawn		8	2	25
4/29/2018	Home Depot - mulch & gravel	\$65.76	1.5	1	
4/29/2018	Lowe's - paver base	\$129.38			26
4/29/2018	finished courtyard, worked on rose bed		5	1	
4/30/2018	Menards - down spout misc	\$24.59			
5/5/2018	Lowe's - concrete	\$39.26			25
5/5/2018	Home Depot - mortar, plants	\$87.75			26



	5/6/2018	Home Depot flowers for courtyard	\$282.22				
SUN		Worked on planting flowers		4	1		26
	5/12/2018	Home Depot - potting soil & planters	\$85.31				26
	5/13/2018	Home Depot - plants, bedding mix	\$161.47				26
	5/12/2018	Suburban - plants for front	\$246.96				58
SUN MOTHERS DAY	5/13/2018	planting		3	1		
	5/16/2018	NFM - Frig, Stove & Dishwasher	\$2,004.24				10
* FES.	5/18/2018	cut grass & weed eated		2.5	1		
	5/22/2018	Home Depot - plantes and bedding mix	\$227.65				26
	5/23/2018	Home Depot - plants	\$34.21				26
FRI	5/25/2018	Planted plants		1	1		
	5/26/2018	Costco - rain chain	\$27.30				40
	5/26/2018	Lowe's - gutter & plants	\$78.35				
	5/26/2018	Home Depot - misc. gutter	\$6.45				
SUN	5/27/2018	Installed guttering, rain chain		2.5	1		
	5/30/2018	Home Depot - plants	\$32.38				26
	6/2/2018	Lowe's Waterline for DW	\$18.39				25
	6/10/2018	Home Depot - countertops	\$380.66				25
	6/11/2018	Lowe's - kitchen sink	\$345.37				26
* MON	6/11/2018	Tore out and installed new kitchen counters and sink in kitchen		11	1		
	6/18/2018	Lowe's - mole trap	\$74.40				26
SAT	6/30/2018	Started stone wall & path behind house		4	1		
SUN	7/1/2018	Finished wall and path		2			
	7/4/2018	Lowe's - kitchen paint, plants	\$188.15				26
	7/5/2018	Lowe's - mulch	\$16.60				26
	7/5/2018	Lowe's - paint & plants	\$73.31				26
SAT	7/7/2018	Started painting kitchen		6			
SAT	7/7/2018	worked on kitchen		5			
	7/8/2018	Lowe's lighting for kitchen	\$57.98				26





**County Administrator's Office**  
**Douglas G. Bach, County Administrator**

701 North Seventh Street, Ste. 945  
Kansas City, Kansas 66101  
(913) 573-5030 • FAX (913) 573-5540

**MEMORANDUM**

**TO:** Mayor Alvey  
Board of Commissioners

**FROM:** Doug Bach *DU*  
County Administrator

**DATE:** August 31, 2018

**RE:** [REDACTED]

You may or may not be aware of the fact that we, as a County, own two residential houses at [REDACTED]. One house, which is located near the marina area, has been rented out for the past ten years or more to a local couple and I am currently having staff review the terms of this arrangement. The other house, up until this year, has been vacant for a number of years. This house is on the south side of the lake, near our maintenance building, not within view of the lake.

The south house was traditionally rented to an employee of the Unified Government or previously the County Government. This house was built as part of the "New Deal" projects along with many of the other structures when the lake was built. This house was in extremely poor condition and one we wanted to improve, however it was low on the priority of all the projects we needed to do.

At the end of last year, I had a discussion with Chief Ziegler about the south lake house and he expressed an interest in this building. From this discussion, we developed a written agreement, whereby the Chief could live in this house and make improvements to it from his own pocket. We agreed to a rent structure that would increase as the house became more livable. (You should understand the front door was not even in good working condition when he moved in). Expenses related to the improvement of the house are allowed as offsets to the monthly rent.

This arrangement is working out quite well for both the Chief and our Park. We now have an asset that is gaining value versus going the way of most vacant structures which

ultimately have to be demolished. When the Chief or the UG determines he should move from this location, we will be able to market this house. As I noted earlier, we have an escalating monthly rent that will be \$1,000 a month starting in 2019 for this two-bedroom, 1930's style house with a dirt floor in the basement.

I wanted you all to be aware of this arrangement in the event someone were to ask you about the Chief living at the lake. Should you have any questions or concerns about this relationship, please don't hesitate to contact me.

Cc: Tom Wiss  
Ruth Benien