

**CHARTER ORDINANCE NO. 19**

A CHARTER ORDINANCE EXEMPTING THE CITY OF NEWTON, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1222 REQUIRING THE MAYOR TO SERVE AS EX-OFFICIO MEMBER OF THE LIBRARY BOARD.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS:

SECTION 1. By the power vested in the City by Article 12, Section 5, of the Constitution of the State of Kansas, said City hereby elects to exempt itself from and make inapplicable to it, the following provisions of K.S.A. 12-1222, to-wit:

“... In addition to the appointed members of the board the official head of the municipality shall be ex-officio a member of the library board with the same powers as appointed members ...”

Which appears in the last sentence of the first paragraph of said statute. Such referenced provision being a part of an enactment which is applicable to this City, but not applicable uniformly to all cities.

SECTION 2. This Ordinance shall be published once each week for two (2) consecutive weeks in the Newton Kansas, the official newspaper of said City.

SECTION 3. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication, unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c) (3) of the Constitution of Kansas, in which case the ordinance shall become effective if approved by the majority of the electors voting thereon.

PASSED AND ADOPTED by the Governing Body, not less than two-thirds of the members-elect voting in favor thereof, the 19th day of March, 1980.

W. R. Holdeman, Mayor

ATTEST: Allison Schroeder, City Clerk

**CHARTER ORDINANCE NO. 22**

A CHARTER ORDINANCE EXEMPTING THE CITY OF NEWTON, KANSAS, FROM THE PROVISIONS OF K.S.A. 79-1951, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT AND REPEALING CHARTER ORDINANCE NO. 16.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS:

SECTION 1. The City of Newton, Kansas, a city of the first class of less than 50,000 population, pursuant to the provisions of Section 5, Article 12, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and make inapplicable to it, Section 79-1951 of Kansas Statutes Annotated and any amendments thereto, which applies to said City, but the provisions of which do not apply uniformly to all cities.

SECTION 2. The City of Newton, Kansas, may levy such tax as it deems necessary to provide funds to meet the requirements of its annual budget from year to year.

SECTION 3. Charter Ordinance No. 16 is hereby repealed as of the effective date of this Charter Ordinance.

SECTION 4. This Ordinance shall be published once each week for two (2) consecutive weeks.

SECTION 5. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision C of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by the majority of the electors voting thereon.

PASSED AND ADOPTED by the Governing Body, not less than two-thirds (2/3rds) of the members-elect voting in favor thereof, this 2nd day of December, 1980.

Fred Gonzalez, Mayor

ATTEST: Allison Schroeder, City Clerk

**ORDINANCE NO. 3506**

An Ordinance regulating the return of material to the Newton Public Library and providing penalties for failure to return such material.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS:

SECTION 1. It shall be unlawful for any person to fail to return any book, newspaper, magazine, pamphlet, manuscript, article, art print, phonograph record, film or any other property owned by, or consigned to, the Newton Public Library after written notice to return the same within thirty (30) days has been given such person, provided such notice shall be given after the expiration of the time which by the rules of the Library Board the book or other library material may be kept.

SECTION 2. It shall be unlawful for any person to do any one or more of the following acts.

- a. Give a fictitious name or address at the Newton Public Library in order to obtain possession or use of any book or other property of the Newton Public Library;
- b. To use a library card of another person without permission of such owner to secure possession of any book or other property of the Newton Public Library;
- c. To conceal his or her identity or place of employment or residence in any manner whatsoever in order to secure possession of any book, library card or any other property of the Newton Public Library.

SECTION 3. The notice required in Section 1 hereof shall be given by the Librarian of the Newton Public Library and shall be substantially as follows:

- a. The notice shall be in writing;
- b. Specifically state the violations alleged to exist or to have been committed;
- c. Specify that the person to whom the notice is issued shall have thirty (30) days within which to correct the violations specified;
- d. Be addressed to and served upon the holder of the library card at the most recent address as it appears from such person's application for a library card. Such notice shall be deemed properly served upon such holder or owner of a library card if a copy thereof is served upon him personally, or if a copy thereof is sent by certified mail to the most recent address listed on his or her application for a library card.

SECTION 4. In any prosecution charging a violation of Section 1 of this Ordinance, proof that a particular individual was the registered holder of a particular library card which was used to secure any book or any other library property, shall constitute in evidence a prima facie presumption that a the record owner or holder of such library card was the person who utilized the same to secure a particular book or any other property of the Newton Public Library at the point where and at the time when such violation is alleged to have occurred. The foregoing stated presumption shall apply only when the procedure as prescribed by Section 3 above has been followed.

SECTION 5. Any violation of the provisions of this Ordinance shall constitute a misdemeanor and any person violating any of the provisions of this Ordinance shall upon conviction thereof be fined in a sum not less than Twenty-five Dollars (\$25.00) nor in excess of Two Hundred Fifty Dollars (\$250.00).

SECTION 6. This Ordinance shall take effect and be in force from and after its adoption and publication in the Newton Kansan, the official newspaper of said City.

DATED THIS 1st day of October, 1980.

Fred Gonzalez, Mayor

ATTEST: Allison Schroeder, City Clerk

## Organization and Administration

1. The Board of Directors and the Library Director of the Newton Public Library shall acquaint themselves with their respective duties and responsibilities and strengthen and supplement the positions of each in order to create the best possible library service. Unity of purpose and cooperative effort on the part of trustees and Library Director are certain to build a better library for the community.

2. The duties and responsibilities of this administrative partnership are delineated as follows:

### Of the Library Board

### Of the Library Director

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Employ a competent and qualified Library Director</li></ul>   | <ul style="list-style-type: none"><li>• Act as technical advisor to the Board; recommend needed policies for Board action; employ personnel, and supervise their work.</li></ul>                        |
| <ul style="list-style-type: none"><li>• Determine and adopt policies to govern the operation and program of the library.</li></ul>                                      | <ul style="list-style-type: none"><li>• Carry out the policies of the library as adopted by the Board of Trustees</li></ul>   |
| <ul style="list-style-type: none"><li>• Determine the purposes of the Library and secure adequate funds to carry on the Library's program.</li></ul>                    | <ul style="list-style-type: none"><li>• Suggest and carry out plans for extending the Library's services.</li></ul>   |
| <ul style="list-style-type: none"><li>• Know the program and needs of the library in relation to the community; keep abreast of standards and library trends.</li></ul> | <ul style="list-style-type: none"><li>• Prepare regular reports embodying the Library's current progress and future needs.</li></ul>  |
| <ul style="list-style-type: none"><li>• Establish, support, and participate in a planned public relations program.</li></ul>  | <ul style="list-style-type: none"><li>• Maintain an active program of public relations.</li></ul>   |
| <ul style="list-style-type: none"><li>• Assist in the preparation of the annual budget.</li></ul>   | <ul style="list-style-type: none"><li>• Prepare an annual budget for the Library in consultation with the Board and give a current report of expenditures against the budget at each meeting.</li></ul> |
| <ul style="list-style-type: none"><li>• Know local and state laws; actively participate in library legislation of the state and nation.</li></ul>                       | <ul style="list-style-type: none"><li>• Know local and state laws; actively support library legislation in the state and nation.</li></ul>  |
| <ul style="list-style-type: none"><li>• Establish among the Library policies those dealing with books and material selection.</li></ul>                                 | <ul style="list-style-type: none"><li>• Select and order all books and other library materials.</li></ul>   |
| <ul style="list-style-type: none"><li>• Attend all Board meetings and see that accurate records are kept on file at the Library.</li></ul>                              | <ul style="list-style-type: none"><li>• Attend all Board meetings other than those in which his/her own salary of tenure are under discussion. Serve as Secretary of the Board.</li></ul>               |
| <ul style="list-style-type: none"><li>• Encourage attendance at regional, state, and national trustee meetings and workshops.</li></ul>                                 | <ul style="list-style-type: none"><li>• Affiliate with the state and national professional organizations and attend professional meetings and workshops.</li></ul>                                      |
| <ul style="list-style-type: none"><li>• Be aware of the services of the State Library Extension Agency.</li></ul>   | <ul style="list-style-type: none"><li>• Make use of the services and consultants of the State Library Extension Agency.</li></ul>   |
| <ul style="list-style-type: none"><li>• Report regularly to the governing officials and the general public.</li></ul>   | <ul style="list-style-type: none"><li>• Report regularly to the Library Board, to the officials of local government, and to the general public.</li></ul>   |
3. Board members are requested to notify the Library Director in advance if they will be unable to attend a Board meeting. A member who misses two consecutive meetings without notification should consider resignation from the Board of Trustees.

### **Ethics Statement for Public Library Trustees**

Trustees in the capacity of trust upon them shall observe ethical standards with absolute truth, integrity, and honor.

Trustees must avoid situations in which personal interests might be served or financial benefits gained at the expense of library users, colleagues or the institution.

It is incumbent on any trustee to disqualify himself or herself immediately whenever the appearance of a conflict of interest exists.

Trustees must distinguish clearly in their actions and statements between their personal philosophy and attitudes and those of the institution, acknowledging the formal position of the board even if they personally disagree.

A trustee must respect the confidential nature of library business while being aware of and in compliance with applicable laws governing freedom of information.

Trustees must be prepared to support to the fullest the efforts of librarians in resisting censorship of library materials by groups or individuals.

Trustees who accept library board responsibilities are expected to perform all of the functions of library trustees.

### **Citizens Forum**

1. The Newton Public Library Board of Trustees holds regular monthly meetings. Any person wishing to address the board is asked to notify the Library Director of that request no later than 2 p.m. on the Wednesday preceding the board's regularly scheduled meeting, so that time may be set aside on the agenda.
2. Any person addressing the board is asked to first state his or her name, address and the subject to be addressed. Each speaker will be limited to five (5) minutes. General consent of the board is required if more than five minutes is needed.
3. No speaker may speak a second time until all other speakers have had a chance to address the board. No speaker shall have the floor more than twice in one meeting without the general consent of the board.
4. A timekeeper shall be appointed by the Chair. It shall be the timekeeper's duty to signal to each speaker when all but 30 seconds of his or her allotted time has elapsed.

**NEWTON PUBLIC LIBRARY  
LIBRARY DIRECTORS - HISTORY**

Miss Alice Norton, a.k.a. Mrs. B. H. Turner	June 1885 - September 1885
Miss L. McAlpine	September 1885 - January 1902
Miss Lulu M. Knight	January 1902 - January 1917
Mrs. Lydia McGaughey	January 1917 - November 1940
Mrs. Mary Roberts	January 1941- June 1946
Mrs. Irene Schroeder	June 1946 - August 1969
Mr. J. M. Jasper	September 1969 - August 1973
Dr. Neysa Eberhard	October 1973 - March 1989
Mrs. Marianne Eichelberger	April 1989 -

**NEWTON PUBLIC LIBRARY  
BOARD MEMBERS - HISTORY**

Name	Term	Term	Term	Notes
Hoag, E. H.	1885 -1891			
Davis, Mrs. L. A.	1885 -			
McCracken, Mrs. E. A.	1885 -			
Burget, Mrs. A. C.	1885 -1891			
McLain, Mrs. A. H.	1885 -			
Lehman, S.	1885 -			
Nickerson, H. R.	1885 -			
Richardson, Miss J. E.	1885 - 1897			
Merrifield, Mrs. L. R.	1885 - 1886			
Coleman, T. M.	1885 - 1898			
Lemmon, A. B.	1885 - 1888			
Wilcox, D. W.	1886 -			
Patterson, J. W.	1886 - 1914			
McQuiddy, H. C.	1886 -			
Ady, J. W.	1886 - 1888			
Knowlton, A. D.	1886 -			
Edwards, Mrs. Georgiana	1886 -			
Tiffany, Mrs. E. E.	1886 -			
LaBach, E. E.	1886 -			
Clark, Mrs. S. E.	1886 -			
Felgar, Judge	1890 -			
Prentice, Mrs.	1887 -			
Logee, Dr.	1887 - 1890			
Warkentin, Mrs. B.	1888 - 1895			
Hildreth, Mrs. O. B.	1888 - 1903			
Norton, Tom J.	1888 - 1892			
Cooper, J. W.	1888 - 1898			
Turner, Mrs. B. H.	1889 - 1906			
Lehmon, Mrs. S.	1889 - 1891			
Alison, Miss Ophelia	1888 - 1889			
Johnston, Mrs. C. S.	1892 - 1906			
Fugate, J. B.	? - 1899			
Glazeir, Mrs. A.	1893 - 1905			
Allen, W. S.	1892 -			
Spooner, Mrs. C.	1895 -			
Gotham, Mrs. J. L.	1895 - 1899			
Wilson, Mrs. D. W.	1895 -			
Lowe, Mrs. J. R.	1898 - 1916			
McGrow, M. T.	1903 - 1915			
Small, Mrs. Ira	1901 - 1904			
Glover, C. M.	1903 -			

Name	Term	Term	Term	Notes
Smith, Dr. L. T.	1902 - 1903			
Hudson, E. G.	1902 - 1917			
Kinney, Don	1902 - 1916			
Young, G. W.	1901 - 1905			
Axtell, Mrs. J. T.	1903 - 1907			
Benfer, C. F.	1903 - 1904			
Smolt, Mrs. A. E.	1904 - 1943			
Butler, Mrs. Anna	1905 - 1906			
Blythe, W. D.	1906 - 1911			
Sprinker, Mrs. H. J.	1911 - 1919			
Randall, Mrs. T. W.	1912 - 1927			
Martin, B. F.	1916 - 1918			
Williamson, S. S.	1918 - 1925			
Hunter, J. A.	1918 - 1926			
Adair, W. E.	1918 - 1923			
Grove, Bennett	1922 - 1926			
Boyd, Mrs. Gaston	1903 - 1923			
Kalbfleisch, Dr. E. L.	1926 - 1932			
Stauffer, M. R.	1932 - 1935			
Plummer, Mrs. W. C.	1919 - 1943			
McBeth, Mrs. Elva	1923 - 1943			
McGowan, D.	1926 - 1942			
Heffelfinger, J. B.	1923 - 1941			
von der Heiden, Mrs. W. H.	1929 - 1941			
Napier, J. L.	1926 - 1946			
McCann, Everett	1936 - 1946			
Sherrill, L. M.	1943 - 1960			
Scott, H. W.	1942 - 1961			
Hanna, Mrs. G. D.	1942 - 1952			
Stone, Mrs. Rodney	1943 - 1959			
Eells, Mrs. Dwight	1943 - 1959			
Nye, J. Sidney	1943 - 1945			
Oliver, Mrs. Merle	1945 - 1952			
Henry, Mrs. M. B.	1952 - 1952			
Ross, Mrs. Fleming	1952 - 1960			
Robertson, E. P.	1954 - 1962			
Kirton, C. W.	1958 - 1966			
Conkey, Mrs. Claude	1959 - 1967			
Canzoneri, Mrs. Vincent	1959 - 1967			
Scott, Myron	1960 - 1967			
Claassen, Walter	1960 - 1968			
Hutton, Mrs. John	1961 - 1969			
Getz, William	1962 - 1964	1972 - 1976		
Kinder, Dr. J. A.	1964 - 1969			
Suderman, James	1964 - 1972			
Reid, Tom	1966 - 1974			
Toevs, Mrs. Irvin E.	1967 - 1975			
Enns, Mrs. James H.	1967 - 1975			
Walker, Thomas	1968 - 1972			
Nordstrom, Richard	1969 - 1971			
Krueger, Dean	1969 - 1974			
Stroberg, Vernon	1971 - 1973			
Schirer, Mrs. Ivan (Joy Smith)	1972 - 1976			
Moran, W. T.	1973 - 1975			
Fey, John	1974 - 1978	1978 - 1982		(resigned by 1975)
Scott, Mrs. Audrey	1974 - 1978	1978 - 1982		
Monroe, Leslie	1975 - 1977			
Graber, Mrs. Arnita	1975 - 1970	1979 - 1983		

Name	Term	Term	Term	Notes
Arellano, Mrs. Jennie	1975 - 1979	1979 - 1982		(resigned 1982)
Solis, Gilbert	1976 - 1980			
Cannon, Jack	1976 - 1980	1980 - 1984		
Nikkel, Mrs. Malina	1977 - 1981	1981 - 1985		
Kristenson, Gene	1980 - 1984	1984 - 1988		
Chapek, Mrs. Suzie	1982 - 1986	1986 - 1990		
Scheffler, James W.	1982 - 1986	1986 - 1990		
Scott, Mrs. Virginia	1982 - 1983	1983 - 1987	1987 - 1988	(replaced Arellano)
Peacock, Sam	1983 - 1987			
Buller, Gilbert	1984 - 1988			(replaced Kristenson)
Heine, Lawrence	1985 - 1989	1989 - 1993		(replaced Nikkel)
Hutton, John	1984 - 1985			
Yoder, Mrs. Venessee	1985 - 1988	1988 - 1989		(replaced J. Hutton, resigned 7/89)
Snyder, Richard	1987 - 1991	1991 - 1995		
Musser, Mrs. Priscilla	1988 - 1991			(replaced V. Scott, 2/88)
Lockaby, Mrs. Twila	1988 - 1989			(resigned 1/89)
Nicholson, Cindy	1989 - 1992	1992 - 1996	1996 - 2000	(began 2/89, replaced Lockaby)
Bretches, Sue	1989 - 1992	1992 - 1996	1996 - 2000	(began 9/89, replaced Yoder)
Smith, Juanita	1990 - 1990			(resigned 12/90)
Ediger, Dave D.	1990 - 1994			
Anderson, Paula	1991 - 1992			(resigned 4/92)
Scheffler, Evelyn	1991 - 1994	1994 - 1998		(began 2/91, replaced Smith)
Conrade, Cynda	1992 - 1995	1995 - 1999	1999 - 2003	(began 6/92, replaced Anderson, resigned 8/02)
Pankratz, Randall	1993 - 1997	1997 - 2001		
Claassen, Helen	1994 - 1998			
Warta, Byron	1995 - 1999	1999 - 2003		
Loeffler, Marilyn	1998 - 2002			
Williams, Janean	1998 - 2002	2002-2006		
Beck, Mary	2000 - 2004			(resigned 1/2001)
Nelson, Paul	2000 - 2004			
Schorn, Harold	2000 - 2004	2004-2008	2008-2012	(began 4/2001, replaced Beck)
Whiting, Betty	2001 - 2005	2005-2009		(resigned 7/05)
Hoberecht, Jan	2002 - 2006	2006-2010		
Sadowski, Richard	1999 - 2003	2003 - 2007	2007-2011	(began 9/02, replaced Conrade)
Grant, Robert	2003 - 2007	2007-2011		(appointed 6/03)
Kelly, Patrick	2004-2008			(resigned 6/05)
Fey, Monty	2004-2008	2008-2012		(began 7/05, replaced Kelly, resigned 10/11)
Meyer, Melissa	2005-2009			(began 8/05, replaced Whiting, resigned 5/08)
Seeger, Audrey	2006-2010			(resigned 3/08)
Farrell, Karen	2006-2010	2010-2014	2014-2018	(began 4/08, replaced Seeger)
Rempel, Elizabeth	2005-2009			(began 9/08, replaced Meyer, resigned 3/09)
Barnett, Stacy	2009-2013			
Hague, Barth	2010-2014	2014-2018		(resigned 4/15, replaced by Simmonds)
Loganbill, Joseph	2011-2015			(resigned 2/14, replaced by Buller)
Souder, Peggy	2011-2015			
Duffy, Patrick	2008-2012	2012-2016	2016-2020	(began 3/12, replaced Fey, resigned 10/17)
Llamas, Michael	2012-2016			(resigned 5/13)
Adrian, Ann	2013-2017	2017-2021		
Buller, Beverley	2011-2015	2015-2019		(began 5/14)
Simmonds, David	2014-2018	2018-2022		(began 6/15, replaced Hague)
Mueller, Jennifer	2015-2019			(resigned 9/18)
Ortiz, Andy	2012-2016			(began 9/13, replaced Llamas)
Thiesen, Racquel	2016-2020			(resigned 12/12)



Name	Term	Term	Term	Notes
Lee, Larry	2016-2020			(began 3/17, replaced Thiesen)
Anderson, Cathy	2016-2020			(Began 1/18, replaced Duffy)
Klein, Ashley	2018-2022			
Jackson II, David	2015-2019	2019-2023		(Began 9/18, replaced Mueller)

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 09 day of December, 2002, between the CITY OF NEWTON, KANSAS (the "City"), and the NEWTON LIBRARY BOARD (the "Lessee"), and is as follows:

WHEREAS, the City of Newton (the "City") has constructed and owns a community library building located in the northwest corner of Military Park in said City; and

WHEREAS, the City has been leasing the said community library building to the Newton Library Board (the "Lessee"), which is organized and funded by the City of Newton to provide library services to the citizens of Newton; and

WHEREAS, the parties desire to replace the existing lease agreement with a new lease agreement in order to change and set forth the current terms of such lease;

NOW, THEREFORE, in consideration of the mutual covenants set forth below the City hereby rents and leases to the Lessee, and the Lessee hereby rents and leases from the City, the following described premises and property situated in Harvey County, Kansas, to-wit:

The building and facilities making up the Newton Public Library located in the Northwest corner of Military Park, Newton, Kansas, known as Block 30, City of Newton, Harvey County, Kansas;

for the term and subject to the conditions and provisions, as follows:

1. Term. The term of this lease shall be for a period of one (1) year from January 1, 2003, and said term shall automatically be renewed for additional, successive one-year terms thereafter unless either party shall on or before one hundred and eighty (180) days prior to the expiration of the primary term or any subsequent renewed term give written notice to the other of the intent to terminate upon the expiration of the then current term, at which time this agreement shall then terminate.
2. Lessee's Responsibilities. The Lessee agrees to perform and provide the following:
  - (a) A wide range of library services, in keeping with current library practices, to the citizens of Newton.
  - (b) Will provide an exemplary level of custodial care and maintenance for the library building.
  - (c) Agree to make no additions to the Newton Public Library building without prior written request and approval of the City Commission.
  - (d) Develop and adopt administrative procedures and policies to assure continuity of programming, leadership and equitable library service in the community.
  - (e) Be responsible for payment of all utilities, except for water/sewer and refuse service that will be provided by the City at no cost to the library.
  - (f) Maintain the interior of the library building, including normal maintenance, repair and replacement of the building's operating systems; but excluding, however, those systems as to which the City is responsible under the provisions of Section 3 below.
  - (g) Pay to the City the sum of \$636.35 per month in exchange for the City's performance of the responsibilities set forth in subsection (d) of Section 3 below. The Lessee shall commence such payments at such time as it is able to terminate its existing HVAC Comprehensive Systems Management agreement with KVK, Inc. With not less than ninety (90) days advance written notice, the City shall be entitled to increase the amount of such monthly payment obligation effective at the beginning of the succeeding calendar year; provided, however, that the percentage amount of any such increase shall not exceed the overall percentage change in the Consumer Price Index since the date of this agreement (or since the date of the last increase notice conveyed by the City, whichever is the later date).

3. City's responsibilities. The City agrees to perform and provide the following:
  - (a) Maintain the grounds around the library by mowing, fertilizing, landscaping as well as maintaining sprinkling system equipment, or other grounds maintenance as needed on a seasonal basis.
  - (b) Maintain the exterior of the building when necessary.
  - (c) Replace the roof covering when replacement becomes necessary.
  - (d) Pursuant to a certain performance contracting agreement being entered into by the City contemporaneously with this agreement, the City shall cause the replacement of the library building's existing HVAC systems and components of the building's lighting system, and the City will thereafter assume all maintenance of the building's HVAC system.
  - (e) Be responsible for expenses related to casualty and public liability insurance coverage.

4. Effect upon Existing Lease Agreement. The provisions of the existing Lease Agreement regarding the maintenance of the existing HVAC systems shall remain in full force and effect until such time as the installation of the new systems under subsection (d) of Section 3 above have progressed to the point where the Lessee is able to terminate its existing HVAC Comprehensive Systems Management agreement with The Wells Group, Inc., at which time the prior Lease Agreement shall in its entirety be revoked and replaced by the provisions of this Lease Agreement.

5. Assignment. This lease shall not be assigned nor any portion of the premises sublet to any other person or party.

6. Termination. Upon termination of this lease, Lessee shall surrender possession of said premises to City in as good a condition as when leased, normal wear, tear and depreciation excepted. Lessee shall have the right to remove from the premises all equipment furnished by it; provided however, that any equipment remaining on the premises thirty (30) days following date of termination shall be considered abandoned by Lessee and shall then become property of the City.

7. Binding Nature of Agreement. This agreement shall extend to and be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF, the parties have caused this lease to be signed by their respective officers duly authorized so to do, and their respective seals affixed hereto, all on the day and year first above written.

CITY OF NEWTON, KANSAS

By: Marjorie L Roberson,  
Mayor

Mayor  
ATTEST: Ronald R. Ahsmuhs, City Clerk

NEWTON LIBRARY BOARD

By: Paul Nelson, Chairman

ATTEST: Marianne Eichelberger, Secretary