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- A. **CALL TO ORDER/ROLL CALL**  
\_\_Brislin \_\_Cokeley \_\_Nisly \_\_Scofield \_\_Griffin \_\_Elliott
- B. **PLEDGE OF ALLEGIANCE**
- C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**
- D. **CITIZEN COMMENTS**
- E. **CONSENT AGENDA**  
1. Approval of Minutes – Regular Council Meeting, May 12, 2025  
2. Approval of Invoices  
  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
- F. **ACTION ITEMS**  
1. Approve awarding contract to Circle C Paving for chip seal project  
  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
  
2. Approve purchase of West Blanchard property  
  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
- G. **DISCUSSION ITEMS**
- H. **CITY ADMINISTRATOR’S REPORT**
- I. **GOVERNING BODY COMMENTS**
- J. **ADJOURNMENT**

**SUBMITTED BY:** Jeff Schenk, City Administrator

**MEETING DATE:** May 27, 2025

**AGENDA ITEM:** Consent Agenda

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**BACKGROUND:**

Consent agendas are designed to take routine business items, non-controversial items, and other matters where a consensus has been reached and combine them into one single motion and vote.

**DESCRIPTION:**

Items on the consent agenda should not be discussed or debated by the governing body. Any member of the governing body may elect to pull an item from the consent agenda for a separate vote.

**PROPOSED ITEMS:**

- Approval of Minutes from the following meetings:
  - May 12, 2025, Regular Council Meeting
- Approval of Invoices

**RECOMMENDATION:**

Motion to approve the consent agenda as presented.

**ATTACHMENTS:**

**Exhibit A** – Minutes from May 12, 2025, Regular Council Meeting

**Exhibit B** – AP Invoices

**A. CALL TO ORDER/ROLL CALL**

\_X\_Brislin \_X\_Cokeley \_X\_Nisly \_X\_Scofield \_X\_Griffin \_X\_Elliott

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**

Per City Administrator, Jeff, Schenk, add Action Item #9 - Notice of Completion of Diversion Works and authorize the mayor to sign.

**D. CITIZEN COMMENTS**

Jake Wilson – 21 South Poplar Street, South Hutchinson, KS, 67505

The Council was addressed regarding his neighbor who is parking a Semi truck in the yard right outside of his window and causing a noise disturbance in the early morning hours. His neighbor claims that the City will not allow him to park his truck on the street so he is now parking in the yard between the houses. An Ordinance regarding truck parking in residential areas will be investigated by the City Administrator.

**E. CONSENT AGENDA**

1. Approval of Minutes – Regular Council Meeting, April 28, 2025
2. Approval of Invoices
3. Approve Temporary Event Permit (Our Lady Guadalupe event)
4. Approve Temporary Event Permit (Our Lady Guadalupe softball)

Motion NISLY                      Second ELLIOTT                      Vote 5-0

**F. ACTION ITEMS**

1. Appoint Municipal Judge – Ethan Kaplan

Motion COKELEY                      Second NISLY                      Vote 5-0

2. Appoint City Prosecutor – Cody Smith

Motion NISLY                      Second COKELEY                      Vote 5-0

3. Appoint City Attorney – Cody Smith

Motion SCOFIELD                      Second NISLY                      Vote 5-0

4. Appoint City Treasurer – Sheila Stevens

Motion GRIFFIN                      Second COKELEY                      Vote 5-0

5. Appoint City Clerk – Katie Marcum

Motion ELLIOTT                      Second COKELEY                      Vote 5-0

6. Appoint Police Chief – Darrin Pickering

Motion COKELEY Second NISLY Vote 5-0

7. Appoint Fire Chief – Greg Henke

Motion NISLY Second ELLIOTT Vote 5-0

8. Approve \$200,000 cash purchase of property owned by Jay Mitzner  
Councilmember Cokeley abstains from voting.

Motion SCOFIELD Second ELLIOTT Vote 4-0

9. Notice of Completion of Diversion Works – Authorize Mayor to Sign

Motion NISLY Second SCOFIELD Vote 5-0

10. Approve Farm Lease extension with Jared Oatney

Motion NISLY Second COKELEY Vote 5-0

11. Approve purchase of new HP server

Motion NISLY Second ELLIOTT Vote 5-0

A motion was made to amend the agenda to add consideration of Resolution 25-01.

Motion SCOFIELD Second ELLIOTT Vote 5-0

12. Approve Resolution 25-01 (Authorize Cooperative Purchasing and  
Establishing Purchasing Guidelines)

Motion COKELEY Second GRIFFIN Vote 5-0

**G. DISCUSSION ITEMS**

1. Office 365 licensing  
G3 licensing for the Council as well
2. Chip Seal Project
3. Food Truck Policy  
An Ordinance will need to be developed addressing fees for food trucks.
4. SRF funding pre-application  
State Revolving Fund (KDHE) – Approval by Council

**H. CITY ADMINISTRATOR’S REPORT**

A joint study session with the City of Hutchinson City Council will be scheduled within the next two weeks regarding the potential annexation of the new power plant.  
The Council was sent a link for codification. Everyone should have a chance to read or check for issues.

It was reported to the Council that the Utility Billing Clerk had turned in her two-week notice today.

The Council was notified that the City is waiting for a cost share grant to redo Main Street.

**I. GOVERNING BODY COMMENTS**

Elliott – Inquired about the Administrative Assistant position. Schenk stated that there are currently 35 applicants for the salaried position.

Griffin – No comments

Scofield – No comments

Nisly – Inquired about the status of the demolition at 310 East 3<sup>rd</sup> Street. Schenk stated that the City is working on collecting quotes for the demolition.

Cokeley – Questioned why the City of Hutchinson is touring the water treatment facility in South Hutchinson. Schenk stated that Hutchinson’s wastewater facility is poorly maintained and is an aerobic rather than an anaerobic facility. The cost to replace Hutchinson’s facility would be around \$305-\$320 million. All options are being considered regarding the upkeep of their facility and putting their plant in “limp-mode” while making the necessary upgrades. An option would be to partner with South Hutchinson to pay fees for partial use of their facility during this time. Mayor Brislin commented that autonomy is huge and that cooperation between the two cities would be mutually beneficial. Per Schenk, expansion and infill are the two growth options that South Hutchinson currently has. He also mentioned that there are plans to build ten quadplexes in the Prairie Ridge addition of the City near Collins and Tyson. This could offer incentives and new businesses through CDBG.

**J. ADJOURNMENT**

Scofield made a motion to adjourn the meeting at 7:27 p.m.

Motion **SCOFIELD**

Second **GRIFFIN**

Vote **5-0**

## INVOICE APPROVAL LIST

5/27/2025

Gen Gov	Description	Vendor	Inv. Amt
101-101-5001	Insurance Premium	Blue Cross Blue Shield	\$517.88
101-101-6004	Office 365 Gov Licensing	Leading Edge Technology Partners	\$1,380.00
101-101-6011	IIMC Membership	UMB Card Services	\$195.00
101-101-7001	Food, Fuel, Hotel	UMB Card Services	\$1,085.09
101-101-6000	Cable TV	Cox Communications	\$16.78
101-101-6002	Fire Extinguisher Service	Dragonslayers	\$11.90
101-101-6002	Cameras, Licensing, Installation	Dynamic Electronics	\$2,200.00
101-101-60002	Insurance Premium	Freedom Claims	\$3,999.91
101-101-6011	Membership Renewal	ICMA	\$468.00
101-101-6000	Gas Service	Kansas Gas Service	\$75.01
101-101-7007	Name Plate - Elliott	Office Plus	\$3.55
101-101-7000	Labels	Office Plus	\$6.50
101-101-6004	Postage Meter Lease	Pitney Bowes	\$59.37
101-101-7000	Ink Pad	Pitney Bowes	\$19.08
101-101-6002	Pest Services	The Bug Guys	\$135.00
			<b>\$10,173.07</b>

Police	Description	Vendor	Inv. Amt
101-102-5001	Insurance Premium	Blue Cross Blue Shield	\$7,239.85
101-102-6004	Office 365 Gov Licensing	Leading Edge Technology Partners	\$3,036.00
101-102-6002	SnagIt License, Amazon Prime	UMB Card Services	\$29.10
101-102-6004	Brislin Grad Cake	UMB Card Services	\$85.22
101-102-6012	LEEDA Training	UMB Card Services	\$1,590.00
101-102-7000	Business Cards	UMB Card Services	\$65.78
101-102-7001	Food, Travel, Hotel	UMB Card Services	\$754.45
101-102-6007	Veh Diagnostic, Inspection	Allen Samuels	\$348.00
101-102-6000	Cable TV	Cox Communications	\$50.36
101-102-6007	Thermostat, Wheel Seals, Oil Change, Filter, AC Serv	Daniel Soto	\$1,273.00
101-102-6002	Fire Extinguisher Service	Dragonslayers	\$88.45
101-102-6002	Camera Licensing	Dynamic Electronics	\$877.00
101-102-7009	Pants	Godfrey's	\$135.98
101-102-6000	Gas Service	Kansas Gas Service	\$225.96
101-102-6004	Turnpike Tolls	Kansas Turnpike Authority	\$3.22
101-102-6004	No Parking Signs	Michael Todd & Company	\$195.58
101-102-7000	Pushpins	Office Plus	\$6.29
101-102-6002	Cleaning Service	Mary Schenk	\$150.00
101-102-6002	Pest Services	The Bug Guys	\$150.00
			<b>\$16,304.24</b>

Street	Description	Vendor	Inv. Amt
101-103-5001	Insurance Premium	Blue Cross Blue Shield	\$1,797.97
101-103-7002	Hinge, Mirror	UMB Card Services	\$208.93
101-103-7002	Cold Patch	Crafco Inc	\$810.00
101-103-7002	Weed Eater String, Oil, Heads	Fairview Service	\$50.33
101-103-6002	Locates	Kansas One Call	\$22.61
101-103-6000	Gas Service	Kansas Gas Service	\$152.11
101-103-6002	Mid America Redi-Mix	Concrete	\$1,342.58
101-103-7002	Grinder, Plug	Westlake Ace Hardware	\$28.19
			<b>\$4,412.72</b>

<b>Fire</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-104-6004	Office 365 Gov Licensing	Leading Edge Technology Partners	\$828.00
101-104-7001	Food	UMB Card Services	\$33.99
101-104-6007	Power Steering Pump	Daniel Soto	\$1,138.00
101-104-6003	Hydraulic Booster	Daniel Soto	\$160.00
101-104-6002	Fire Extinguisher Service, Fire Extinguisher	Dragonslayers	\$138.70
101-104-6000	Gas Service	Kansas Gas Service	\$121.38
101-104-6004	Postage Meter Lease	Pitney Bowes	\$59.37
101-104-6002	Pest Services	The Bug Guys	\$150.00
101-104-7002	Air Freshener, Odor Eliminator	Westlake Ace Hardware	\$27.97
			<b>\$2,657.41</b>

<b>Park</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-105-6002	Camera Licensing	Dynamic Electronics	\$355.00
			<b>\$355.00</b>

<b>Court</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-106-6004	Inmate Prescriptions (Check Reissued)	Diamond Drugs	\$16.78
101-106-6004	Office 365 Gov Licensing	Leading Edge Technology Partners	\$552.00
101-106-6002	SnagIt License	UMB Card Services	\$13.86
101-106-6004	Court Clerk Posting	UMB Card Services	\$294.86
101-106-6002	JCS Remote Training	Advantage Computer Ent	\$600.00
101-106-6004	Postage Meter Lease	Pitney Bowes	\$59.37
101-106-6017	Inmate Billing	Reno County Sheriff's Dept	\$80.00
			<b>\$1,616.87</b>

<b>Non-Departmental</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-109-7004	Office 365 Gov Licensing	Leading Edge Technology Partners	\$1,932.00
101-109-7004	Design, Site Measurements	Lark Design Group	\$1,125.00
101-109-6026	Trash Service	Nisly Brothers Trash Service	\$9,749.98
			<b>\$12,806.98</b>

**GENERAL TOTAL** **\$48,326.29**

<b>Water</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
201-000-5001	Insurance Premium	Blue Cross Blue Shield	\$1,393.20
201-000-6004	Office 365 Gov Licensing	Leading Edge Technology Partners	\$276.00
201-000-6002	Postage	UMB Card Services	\$22.95
201-000-6011	Water Certification	UMB Card Services	\$20.00
201-000-7002	Chlorine Gas	Brenntag Southwest	\$1,759.50
201-000-7002	Chlorine Pillows, Male Adapter	Core & Main	\$231.30
201-000-6002	Fire Extinguisher Service	Dragonslayers	\$285.60
201-000-7002	Weed Eater String, Oil, Heads	Fairview Service	\$50.33
201-000-6002	Water Box Decals	Innovative Tint & Graphics	\$200.00
201-000-6002	Locates	Kansas One Call	\$22.61
201-000-6004	Postage Meter Lease	Pitney Bowes	\$59.37
201-000-7002	Marking Flags	Reno County Conservation District	\$21.50
201-000-7002	Grinder, Plug	Westlake Ace Hardware	\$28.20
			<b>\$4,370.56</b>

<b>Sewer</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
301-000-5001	Insurance Premium	Blue Cross Blue Shield	\$3,326.94
301-000-6004	Office 365 Gov Licensing	Leading Edge Technology Partners	\$552.00

301-000-7001	Food	UMB Card Services	\$66.72
301-000-6002	Fire Extinguisher Service	Dragonslayers	\$202.45
301-000-6003	Weed Eater String, Oil, Heads	Fairview Service	\$50.33
301-000-6002	Locates	Kansas One Call	\$22.61
301-000-6004	Postage Meter Lease	Pitney Bowes	\$59.37
301-000-7002	Clarifloc	Polydyne Inc	\$2,295.00
301-000-7002	Marking Flags	Reno County Conservation District	\$21.50
301-000-6002	Lab Analysis	SDK Laboratories	\$2,258.20
301-000-7002	Grinder, Plug	Westlake Ace Hardware	\$28.20
			<b>\$8,883.32</b>

<b>Employee Benefits</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
501-000-5007	Insurance Premium	Dearborn Life Insurance	\$238.54
			<b>\$238.54</b>

<b>Community Center</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
811-000-6004	Fire Extinguisher Service	Dragonslayers	\$11.90
811-000-6004	Camera Licensing	Dynamic Electronics	\$160.00
811-000-6000	Gas Service	Kansas Gas Service	\$133.75
			<b>\$305.65</b>

<b>Equipment Reserve</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
901-000-8023	Tires, Rims	Kansasland Tire of Hutchinson	\$2,362.85
901-000-8023	Dodge Pickup Upfitting	The Truck Store	\$1,350.00
			<b>\$3,712.85</b>

<b>Building Reserve</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
902-000-8029	HP Server	Leading Edge Technology Partners	\$23,958.37
902-000-8024	Park Irrigation Load	Salt City Electric	\$8,648.04
			<b>\$32,606.41</b>

<b>GRAND TOTAL</b>	<b>\$98,443.62</b>
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## TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT ("the Lease") is entered into as of the April 16, 2025, by and between City of South Hutchinson, KS, a company licensed to do business in Kansas, ("Lessor") and IdeaTek Telecom, LLC, a Kansas limited liability company ("Lessee").

### WHEREAS:

Lessor owns the facility(ies), tower(s), building(s), land(s) and/or structure(s) described in an individual Site Term Sheets (hereafter referred to as "Towers").

Lessee is an Internet service provider and offers telecommunications and high-speed wireless Internet services to the surrounding area. Toward this end, Lessee desires to locate internet and telecommunications equipment (hereafter referred to as the "Equipment" on and/or adjacent, within, or at other described locations in an individual Site Term Sheet (hereafter referred to as the "Sites").

### WITNESSETH:

1. DESCRIPTION OF PROPERTY AND USE. Lessor hereby leases to Lessee its successors or assigns, and Lessee hereby leases from Lessor, the Sites described in an individual Site Term Sheet.
2. TERM. The Lease Term is defined in an individual Site Term Sheet (example attached hereto) unless otherwise terminated earlier in the manner herein set forth. The Term start date shall be upon the initial completion of the installation of the Equipment. Unless otherwise specified, the lease term shall auto-renew for one (1) year terms following the expiration of the term(s) specified in an individual Site Term Sheet unless either party provides at least ninety (90) days written notice of an intent not to permit auto-renewal.
3. RENT. The Rent is further defined in an individual Site Term Sheet. Unless otherwise stated in this Lease, Rent shall be due monthly on the 1<sup>st</sup> and considered late after the 15<sup>th</sup> of each month.
4. LESSEE'S EQUIPMENT. All equipment placed within or on the various Sites and/or Towers by Lessee including antennas, radios, cabling, electrical systems, racks, cabinets, and the like are Lessee's trade equipment (herein referred to as the "Equipment"), which shall be installed solely at Lessee's expense, and shall be and remain the Lessee's property, subject to the provisions of Section 12 hereof. However, Lessor shall have the right at all times to inspect any of the Equipment and its installation.
5. QUIET ENJOYMENT. Lessor warrants that as long as Lessee is not in breach of the lease, Lessee shall have quiet enjoyment of the various Sites and Towers. Likewise, except as otherwise stated herein, Lessee warrants Lessee shall give full cooperation in placing and

securing equipment so as not to be hazard or nuisance to Lessor or other lessees and shall not otherwise interfere with Lessor's use and enjoyment of Lessor's property. Lessor agrees to utilize its best efforts to prevent interference with Lessee's equipment. In the event interference causes service issues or disrupts the purpose of the Lease, Lessee may elect to terminate this Lease immediately and such a termination will not be considered a breach of this Lease.

6. FREQUENCY EXCLUSIVITY. Lessor grants Lessee exclusive operating rights on the Tower(s) to the frequencies detailed in Exhibit A and shall not permit the use of such frequencies on the Tower while this Lease is in force. Upon notice of interference or use of frequencies reserved under this Section, Lessor shall take immediate action to remediate any violating equipment and/or third-party lessee at Lessor's sole cost.
7. ACCESS TO SITES. Lessor covenants and warrants that Lessee, Lessee's employees, contractors, agents and vehicles shall have reasonable means of access to the Sites and Tower twenty-four (24) hours a day / seven (7) days a week. Lessor reserves the right to require supervised access to the site if indoor access is required, however Lessor shall permit unsupervised access to any outdoor enclosures or equipment of Lessee.
8. COMPLIANCE WITH REGULATIONS. Lessee shall, at Lessee's sole cost and expense comply with all governmental laws, rules, and regulations in the operation and use of the Sites and Towers.
9. MAINTENANCE AND REPAIR. Lessee shall maintain the Equipment in a neat, clean, and attractive appearance and shall not allow the Equipment to fall into disrepair.
10. UTILITIES. Except as otherwise provided in a Site Term Sheet, Lessee shall pay all electricity and utility costs in connection with Lessee's use of the Leased Premise and Towers. Lessor shall permit Lessee or Lessee's qualified contractor(s) to install the power facilities, conduits and telecommunication/broadband lines required by Lessee at Lessee's sole cost to the Equipment.
11. LEASE TERMINATION.
  - a. If Lessee is prevented from constructing and completing the installation of the Equipment on any a Site for a reason of any final governmental law, regulation, order, or other action, the Lease will terminate for that respective Site immediately without penalty and with no rent or payment due for that site.
  - b. In addition to other termination terms of this Lease, Lessee may terminate this Lease pertaining to any individual Site upon thirty (30) days written notice if (i) the Equipment related to that particular Tower is substantially damaged, or (ii) federal, state or local statute, ordinance, regulation or other governmental action shall preclude or limit the use of the Equipment on that particular Tower, or (iii) the Lessee in good faith determines the

Lease becomes economically or otherwise undesirable to the Lessee, or (iv) a violation of Section 6 of this Lease occurs.

- c. Lessor may terminate this Lease as to any Site upon ninety (90) days' written notice if (a) the Site is sold, (b) the Site becomes unsafe or unsuitable for continued use, or (c) the Site is required for municipal purposes.
- d. Prior to the start of installation of physical Equipment and upon notice to Lessor, Lessee may terminate this Lease immediately as to any particular Tower or Sites without penalty or further obligation.
- e. If either party breaches any material term of this Lease on any Site, and after 30 days notice the violating party fails to cure such breach, the other party may terminate this Lease as it pertains to that particular Site without penalty and seek any and all appropriate damage upon the violating party.

12. REMOVAL OF EQUIPMENT. Upon expiration of the term or earlier termination of this Lease as it pertains to a particular Site and/or Tower(s), Lessee shall, at Lessee's sole cost and expense, forthwith remove the relative Equipment and all appurtenances thereto from any Sites that will no longer be subject to this Lease, and restore those properties of Lessor to substantially the same condition that existed prior to installation of the Equipment. In the event that Lessee has not removed said Equipment within sixty (60) days after termination hereof, Lessor may remove the Equipment on that particular Sites. Thereafter, Lessee shall reimburse Lessor on demand for all costs and expenses of such removal of said Equipment.

13. INSURANCE AND INDEMNIFICATION.

- a. Lessee, at its sole cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single combined liability limit of at least One Million Dollars (\$1,000,000) per person and Five Million Dollars (\$5,000,000) per occurrence against all, actual or alleged liability of Lessee and its agents, employees and representatives arising out of and in connection with Lessee's use or occupancy of the Sites. Lessor shall be named as an additional insured.
- b. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actual or alleged arising from Lessee's use or occupancy of the Premises or from the negligent conduct of its business or from any activity, work, or things which may be permitted or suffered by Lessee in or about the Sites as a result of negligence on behalf of the Lessee, including all damage, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Lessor's negligent conduct, Lessee hereby assumes all risk of damage to property or injury to person in or about the Sites from any cause, and Lessee hereby waives all claims, including subrogation, in respect thereof against Lessor.

14. CONFIDENTIALITY. Lessor acknowledges that the terms and conditions of this Agreement are to remain confidential for the benefit of the Lessee, and may not be disclosed by Lessor to anyone, by any manner or means, directly or indirectly, without the Lessee's prior written consent or as required by law. This section does not prohibit disclosures made to a legal professional for the purposes of obtaining legal advice or a financial accountant for financial purposes.
15. AUTHORIZATION TO FILE PERMITS. If required, Lessor shall provide authorization to Lessee to file the appropriate permits required for the construction, maintenance, or upgrade of the Equipment when such permit would otherwise require the signature of the Lessor.
16. DEFAULT. If Lessee defaults in the performance of any of its obligations under this Lease as it pertains to any individual Sites and/or Towers and fails to cure such default within thirty (30) days after written notice of default has been delivered to Lessee by Lessor, Lessor shall have the right to terminate this Lease as it pertains to those particular Sites and/or Tower(s), and/or pursue any other legal or equitable rights or remedies that Lessor may have against Lessee. The Lease shall survive for any remaining Sites or Towers not in default.
17. ASSIGNMENT OF LEASE. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. Lessor agrees to notify Lessee promptly of the name, address and phone number of a prospective new owner or assignee of the lease premises, and Lessor further agrees to deliver a copy of this Lease to such new owner at or before assignment or property closing. Lessee may assign this lease. In the event Lessee assigns this Lease, assignee will be fully obligated under this Lease and the Lease will no longer bind Lessee.
18. ASSUMPTION OF OBLIGATION. Should Lessor sell any of the Sites associated with this agreement, a copy of this lease must be provided to the purchaser, and the purchaser must assume the obligations of the Lessor under this lease as it pertains to that particular Sites.
19. NOTICES. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, if sent by a recognized overnight express carrier, or by electronic mail with a copy sent by overnight express carrier. If such notice or demand is served personally or electronically, notice shall be deemed constructively made at the time of such personal or electronic service. If such notice, demand or other communication is given by overnight express carrier, such notice shall be conclusively deemed given one (1) business day after delivery to the party to whom such notice, demand or other communication is to be given as listed under the signatory line of this Lease.
20. CHOICE OF LAW. The laws of the state of Kansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Venue shall be proper in Reno County District Court in Reno County, Kansas and federal court in Wichita, Kansas.

21. WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
22. MODIFICATION OR AMENDMENT. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto. Any Site Term Sheet may also be amended from time to time by the parties in writing and shall be incorporated into this Lease as if fully set forth herein.
23. UNENFORCEABILITY OF PROVISIONS. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
24. MISCELLANEOUS PROVISIONS: Except as otherwise expressly provided in this Agreement, any additional provisions listed in Exhibit A are hereby incorporated into this Agreement by reference with the same force and effect as if set forth herein.
25. ENTIRE AGREEMENT; BINDING TERMS. This Lease constitutes the entire agreement of the parties. Neither Lessor nor Lessee shall be bound by any agreement, representation or warranty, expressed or implied, not contained herein and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns (except as expressly limited herein). Time is of the essence of this Lease.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

LESSOR:  
CITY OF SOUTH HUTCHINSON, KS

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

Name:

Title:

Date: \_\_\_\_\_

Notice Address:

LESSEE:  
IDEATEK TELCOM, LLC

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

Name: Daniel P. Friesen

Title: CIO

Date: \_\_\_\_\_

Notice Address:  
IdeaTek Telcom, LLC  
ATTN: Daniel Friesen  
111 Old Mill Ln

**EXHIBIT A  
SITE TERM SHEET**

Pursuant to the Lease entered into as of the \_\_\_\_th day of \_\_\_\_\_, 2024, by and between City of South Hutchinson, KS ("Lessor") and IdeaTek Telcom, LLC ("Lessee").

The following Site Term Sheet is accepted and shall become part of the Agreement, the provisions of which are incorporated herein by reference.

**1. Site Premises**

- a. Grain elevator
- b. 38.0235751174, -97.9487144167
- c. Networking rack or cabinet at ground level, cabling going up the elevator, and wireless equipment located at the top of the elevator.

**2. Rent** In consideration of the mutual covenants contained herein, and other good and valuable consideration, Lessee will provide the following non-accumulating credit for service equal to or less than \$150 per month, per Site Premises:

- a. City of South Hutchinson Community Building, 101 W Avenue C, South Hutchinson, KS
- b. South Hutchinson Wastewater Treatment Plant, 20 E Blanchard AVE, South Hutchinson, KS
- c. South Hutchinson City Maintenance Building, 500 E Avenue C, South Hutchinson, KS

Subject to Ideatek's standard Service Level Agreement Terms and Conditions which can be found at ideatek.com.

**3. Term** This Lease shall continue for an initial term of three (3) years and shall auto renew for additional one (1) year terms unless notice is given by either party at least six (6) months prior to the expiration of any current term.

**4. Exclusivity.** Lessor will not allow any equipment other than IdeaTek's which operates at 5-7 GHz and 57-71 Ghz frequency or which interferes with IdeaTek's frequencies to be installed on the Tower, unless approved by IdeaTek. This exclusivity shall not apply to equipment installed by or on behalf of the City of South Hutchinson for municipal operations, provided such equipment is not used for commercial internet or telecommunications services to the public.

5. **Electrical Use:** Lessee shall be solely responsible for arranging, obtaining, installing (if necessary), and paying for all electrical service required for the Leased Premises. Lessor shall have no obligation to provide electrical power or circuits to the Leased Premises.

LESSOR: CITY OF SOUTH HUTCHINSON, KS

LESSEE: IDEATEK TELCOM, LLC

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

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

Name:

Name: Daniel P. Friesen

Title:

Title: CIO

Date: \_\_\_\_\_

Date: \_\_\_\_\_