



City of Clearwater Council Meeting Agenda  
Tuesday January 28, 2020 at 6:30pm  
129 E Ross Clearwater, KS 67026

1. CALL TO ORDER / INVOCATION AND FLAG SALUTE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC FORUM  
Members of the public can address the Mayor and City Council limited to not more than five minutes.
5. CONSENT AGENDA  
Items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed.
  - a. [01/14/20 Council Meeting Minutes](#)
  - b. [01/20/20 Special Council Meeting Minutes](#)
  - c. [Claims and Warrants](#)
6. Census 2020 Presentation – Jason Dean, Census Bureau
7. [STAFF REPORTS](#)
8. BUSINESS
  - a. [PIONEER CELLULAR LEASE AGREEMENT EXTENSION](#)
  - b. [DISCUSS 2020 HOUSING INCENTIVE PROGRAM](#)
  - c. [APPROVE CONTRACT WITH MIDLAND GIS FOR UTILITY GIS SERVICES](#)
9. ADMINISTRATORS REPORT
10. GOVERNING BODY COMMENTS
11. EXECUTIVE SESSION
  - a. K.S.A. 75-4319(b) (4) TO DISCUSS DATA RELATING TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUAL PROPRIETORSHIPS
  - b. K.S.A. 75-4319(b) (1) TO DISCUSS PERSONNEL MATTER OF NONELECTED PERSONNEL
12. ACTION AS A RESULT OF EXECUTION SESSION
13. ADJOURNMENT

Next Assignment Numbers

Charter Ordinance: 21

Ordinance: 1057

Resolution: 03-2020

**NOTICE: SUBJECT TO REVISIONS**

It is possible that sometime between 6:00 and 6:30 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

**City of Clearwater, Kansas**  
Sedgwick County  
City Council Meeting - **MINUTES**  
January 14, 2019  
Clearwater City Hall – Council Chambers  
129 E. Ross Avenue Clearwater, KS 67026

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**1. Call to Order/ Invocation and Flag Salute**

Mayor Burt Ussery called the meeting to order at 6:30 p.m. followed the invocation and flag salute.

**2. Oath of Office**

Courtney Meyer, City Clerk, administered the oath of office for the new council members, Chad Pike and Justin Shore, as well as Burt Ussery as Mayor, new 4-year term.

**3. Roll Call**

The City Clerk called the roll to confirm the presence of a quorum. The following members were present:

Mayor Burt Ussery, Councilmembers; Justin Shore, Shirley Palmer-Witt, Chad Pike, and Chris Griffin were present.

Yvonne Coon was absent.

The following staff members were present:

Ron Marsh, City Administrator, Courtney Meyer, City Clerk; Austin Parker, City Attorney.

Others Present: Jared Dinwiddie, Kurtis Lauterbach, Kirk Ives, C. Bruce Timpsen, Jenny Pero, Sandy Wells, Mike Pike, Victoria Larsen, Maranda Pike and Zane Pike, Kylee Blythe, Taylin Petersen

**4. Approval of the Agenda**

Mayor Ussery asked if there were any modifications to the agenda. Marsh stated item 12b needed to be removed.

Mayor Ussery called for a motion to approve the agenda as modified.

**Motion: *Griffin*** moved, ***Palmer-Witt*** seconded to accept the agenda as modified. Voted and passed unanimously.

**5. Elect Council President**

Mayor Ussery explained that council needed to elect a new Council President. This position is considered the senior member of council and will act as mayor in his absence. If anything happens to the Mayor, the council president will move up to the Mayor position and appoint a new council member in their place.

No council member made a nomination so Mayor Ussery nominated council member Shirley Palmer-Witt for the 2-year Council President.

**Motion: *Shore*** moved, ***Palmer-Witt*** seconded to elect Palmer-Witt as the Council President. Voted and passed unanimously.

**6. Public Forum**

Mayor Ussery began by stating that there have been signs posted around town about attending the council meeting to speak about the Cemetery. He informed the crowd that they City Council does not

have anything to do with the Cemetery. However, the Mayor sits on both the Council and Cemetery board. Whatever is said at the Council meeting the Mayor will take to the Cemetery board and ask them to schedule a meeting for all grievances to be heard. He will only allow one person to speak tonight about the cemetery but will inform citizens when a cemetery board meeting will be scheduled so they all can attend and voice their opinions in the correct setting.

Jan Knottingham stated there has been problems with the Cemetery maintenance since the new Sexton came on in 2016. She stated headstones have been scratched, weeds are everywhere, the area is not being weeded often enough that visitors are cutting grass around the headstones they visit.

Mayor Ussery stated he will inform Jan when the Cemetery Board meeting is so she and others can attend and voice their concerns.

#### 7. **Approve Consent Agenda**

Mayor Ussery asked if there was any question on the consent agenda and if not asked for a motion to approve.

Minutes: 12/10/19 and 12/17/19 Council Meetings

Claims and Warrants 12/26/19 = \$62,618.58 and 01/08/20 = \$73,452.19

**Motion: Shore** moved, **Pike** seconded to approve the consent agenda as presented. Voted and passed unanimously.

#### 8. **Staff Reports**

- a. Police Department – Jason Gearhardt – council had no questions.
- b. Fire Department – Jared Dinwiddie – reported Clearwater Fire responded to Cowley County as part of the Wildland Fire task force. Council had no questions
- c. Public Works – Cole Hollis – council had no questions

#### 9. **Business**

##### a. **Resolution 01/2020, Salary Resolution**

The 2020 adopted budget for Clearwater includes up to a 3% across the board raise for full time employees. Per City Code 2-71 the City Council is required to approve the annual pay plan for City employees.

Resolution 01-2020 establishes 2020 pay for city employees and by approving this resolution, the Governing Body will also be approving the 3% raise as budgeted. The Police Department pay is per the approved 2020 budget and may be more than 3% for most employees. Starting pay for part-time officers has been adjusted to \$16.00/hour from \$15.50/hour discussed at budget. In discussions with Police Department staff it became apparent that these officers are required to have the qualifications of full-time officers and should start at the same rate of pay. Staff looked at the budget and is recommending increasing part-time starting pay to \$16.00/hour for 2020 and will request to increase to \$16.50/hour in 2021.

All employee evaluations have been completed.

All pay adjustments are accounted for in the 2020 budget. Personnel Services represents 29% of all City expenditures.

**Motion: Palmer-Witt** moved, **Shore** seconded to adopt Resolution 01-2020. Voted and passed unanimously.

##### b. **Resolution 02-2020, Fee Schedule**

The city by resolution, ordinance or other means has established fees for a variety of municipal

services. These fees are spread throughout our Municipal Code and are reviewed on an annual basis.

The fees established in the resolution are reflective of current fees that the city charges and any changes required by ordinance or suggested by staff. Changes to the fee schedule are indicated in red in the backup material.

The increases in water and sewer are annual increases (1%) established by ordinance; the \$25 background check fee for CMB licenses is a new fee the City will be charging to perform background checks on applicants for a CMB license. The City has always had to pay for the background check and starting in 2020 we will pass it on to the applicant.

**Motion: Palmer-Witt** moved, **Shore** seconded adopt Resolution 02-2020. Voted and passed unanimously.

**c. Ordinance 1056, Annexation**

In November 2019 the city received a Consent for and Petition to Annex into the corporate limits of the City of Clearwater from the property owners at Lot 17, Block 2 in the Prairie Meadows Estates Sub-division. Annexation is required to receive city water service. At the November 12, 2019 meeting the Governing Body adopted Resolution 10-2019 finding it advisable to annex the referenced property. Per state statute, that resolution was sent to the Sedgwick County Board of County Commissioners and at their December 18, 2019 meeting the Sedgwick County BOCC adopted a resolution releasing the property for the City to annex.

The Governing Body needs to adopt a separate ordinance officially annexing the property into the city.

Property owners in the area pay approximately \$800 per year in special assessments for the water line that was installed in 2007. Once finished the new residential home would generate approximately \$1,500 in city property taxes based on similarly constructed homes in the area.

**Motion: Shore** moved, **Palmer-Witt** seconded adopt Ordinance 1056. Shore, yea; Palmer-Witt, yea; Pike, yea; Griffin, yea. Voted and passed unanimously.

**d. RFP for Utility GIS System**

During the 2020 budget cycle, Council recognized the importance of managing our utility infrastructure and allocated the funds for 2020 to purchase a Utility GIS System.

The City of Clearwater sent out an RFP for a Utility GIS System at the beginning of December. The RFP was sent to 4 vendors with 1 responding:

VENDOR	One-time costs for mapping and data entry	Annual Costs
Midland GIS Solutions	\$41,328	\$3600
	Total	<b>\$44,928</b>

We contacted the vendors who did not respond. Two said they didn't think they would have time to do the project; one didn't use RTK technology to locate the fixtures and wouldn't be able to meet the scope of the RFP.

Midland GIS Solutions meets all the requirements of the RFP and their proposal is within the approved budget authority for the project.

The City has budgeted \$45,441 for Utility GIS System for 2020. These funds are allocated between water, sewer, special highway and administration.

Council member Griffin asked how we find vendors to send RFP/RFB's out to. Marsh explained that staff members meet vendors at trade shows, vendors make cold calls, and we utilize Google searches to help find vendors as well. Council member Griffin was concerned if our method was legal and would the City receive any ramification for not sending a RFP/RFB out in another method.

City Attorney Parker explained that medium and small sized cities do not generate enough business to have their own bid rooms where bids or proposals are released. He stated Derby, KS uses the same method of disbursement as Clearwater does and there is nothing illegal or wrong about how we are getting bids and proposals.

Mayor Ussery stated there is possibly other ways we could get information out and that staff should look at options.

**Motion: Palmer-Witt** moved, **Pike** seconded to award the proposal to Midland GIS for \$44,928.00. Voted and passed unanimously.

e. **Police Department Remodel RFB**

In September 2019 the City began working with an Architect to design plans and create an RFB for the police department remodel. Over the following months the plans were developed, the RFB was issued and responses were opened on January 7<sup>th</sup>.

Due to the expected cost of the overall project, the RFB was broken down into two phases in order of importance:

Base Bid: remodel the lobby area to include constructing a ballistic wall and counter.

Alternate 1: remodel the current restroom into the Chiefs office and turn the current office into the property and evidence room.

A second alternate was added later, a charging station for items that needed daily charging.

The RFB was sent to multiple vendors with two responding. Bid tabulation is included in the backup material. Van Asdale Construction was low bid for all three phases of the project.

There is money in the Police equipment reserve fund to cover the cost of the base bid (\$27,700) and alternate #2 (\$1700) for a total of \$29,400.

City Attorney Parker explained the architect, Randal Steiner, uses AIA forms with is a standard form for a project.

**Motion: Griffin** moved, **Shore** seconded to award the base bid and Alternate #2 to Van Ardale and reject Alternate #1, total cost \$29,400. Voted and passed unanimously.

**10. Administrators Report**

- We will be reviewing the new housing incentive program at the January 28 meeting. Please come prepared to discuss any modifications you would like to see made.
- Local Government Day sponsored by LKM is January 22<sup>nd</sup> in Topeka. Justin and I are going, if you would like to attend please let me know before COB tomorrow.
- I met with some of the Celebrate Clearwater committee last week. They have requested to have the fireworks show on Friday, July 3<sup>rd</sup> as they have a show already scheduled for July 4<sup>th</sup>.
- Staff is looking at options to get the 2006 Osage Ambulance sold. We are currently waiting on a proposal from an auctioneer.

- Census update: Clearwater has received a \$200 grant from League of Kansas Municipalities to help with promoting the Census on social media.

Council commented on the 4<sup>th</sup> of July fireworks and there was a consensus that the City firework show should be on the 4<sup>th</sup>.

**11. Governing Body Comments**

Griffin had nothing to report

Pike is excited to serv on the Council. He also asked for the website to be updated with current council member information.

Palmer-Witt had nothing to report.

Shore stated is looking forward to working with Council.

Ussery stated there are lots of things to focus on these coming months. We are in the finalizing the Chief of Police position. Once that is filled, they will be working on find more officers. Sedgwick County EMS has not committed to putting staff in Clearwater yet. Clearwater Fire Volunteers are still committed to serving the community and will strive to be the first line of defense for Clearwater residents. He also stated he would like to see the Industrial Park populated and thriving by the end of his term. He would like Clearwater to continue to grow with residents. If the City is not growing it's dying. He considers Clearwater a high-end bedroom community for Wichita. As costs rise the cost is spread over each resident. If there are more residents the cost per person isn't as high. He also welcomed the new Council members.

INSERT – Marsh stated the wrong item was removed from the agenda. Item 12a needs removed and 12b reinstated.

**Motion: Palmer-Witt** moved, **Shore** seconded to modify the agenda as stated. Voted and passed unanimously.

**12. Executive Session**

- a. **K.S.A. 75-4319(B) (4) TO DISCUSS DATA RELATING TO FINANCIAL AFFAIRS OR TRADE SECRETS OF CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUAL PROPRIETORSHIPS**  
REMOVED

- a. **K.S.A. 75-4319(B) (1) TO DISCUSS PERSONNEL MATTER OF NONELECTED PERSONNEL**

**Motion: Griffin** moved, **Palmer-Witt** seconded to enter executive session to discuss personnel matters and to include Lieutenant Gearhardt and the City Administrator. Council will reconvene the open meeting at 7:35PM. Voted and passed unanimously.

Mayor Ussery called the meeting back to order at 7:35 and stated there was no action taken in executive session

**Motion: Shore** moved, **Palmer-Witt** seconded to appoint Zachary Nolan as a full-time police officer to start 2/1/2020 at \$16.50/ hr and after completion of KLETC training \$17.25. Voted and passed unanimously.

**13. Adjournment**

With no further discussion Mayor Ussery called for a motion to adjourn.

**MOTION:** *Palmer-Witt* moved; *Shore* seconded to adjourn the meeting. Voted and passed unanimously. The meeting adjourned at 7:37 PM

**CERTIFICATE**

State of Kansas        }  
County of Sedgwick   }  
City of Clearwater    }

I, Courtney Meyer, City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the January 14, 20120 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 28<sup>th</sup> day of January 2020

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Courtney Meyer, City Clerk

**City of Clearwater, Kansas**  
Sedgwick County  
City Council SPECIAL Meeting - **MINUTES**  
January 20, 2020  
Clearwater City Hall – Council Chambers  
129 E. Ross Avenue Clearwater, KS 67026

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**1. Call to Order/ Invocation and Flag Salute**

Mayor Burt Ussery called the meeting to order at 6:30 p.m. followed the invocation and flag salute.

**2. Roll Call**

City Administrator, Ron Marsh, called the roll to confirm the presence of a quorum. The following members were present:

Mayor Burt Ussery, Councilmembers; Shirley Palmer-Witt, Chris Griffin, Justin Shore and Chad Pike were present.

Yvonne Coon was absent

The following staff members were present:

Ron Marsh, City Administrator.

**3. Approval of the Agenda**

Mayor Ussery made a recommendation adding a second executive session identical to the first, for personnel matters.

**Motion: *Palmer-Witt* moved, *Shore* seconded to approve the agenda as modified. Voted and passed unanimously.**

**4. Executive Session**

**a. K.S.A. 75-4319(B) (1) TO DISCUSS PERSONNEL MATTER OF NONELECTED PERSONNEL**

**Motion: *Shore* moved, *Palmer-Witt* seconded to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include Lee Harp. The City Council will reconvene the open meeting in the City Council Chamber at 6:50 p.m. Voted and passed unanimously.**

Mayor Ussery called the Meeting back to order at 6:50 and stated there was no action taken.

**b. K.S.A. 75-4319(B) (1) TO DISCUSS PERSONNEL MATTER OF NONELECTED PERSONNEL**

**Motion: *Palmer-Witt* moved, *Pike* seconded to recess into executive session pursuant to non-elected personnel to discuss specific personnel matters, to include Kirk Ives. The City Council will reconvene the open meeting in the City Council Chamber at 7:45 p.m. Voted and passed unanimously.**

Mayor Ussery called the Meeting back to order at 7:45 and stated there was no action taken.

**Adjournment**

With no further discussion Mayor Ussery called for a motion to adjourn.

**MOTION:** *Palmer-Witt* moved; *Shore* seconded to adjourn the meeting. Voted and passed unanimously.  
The meeting adjourned at 7:47 PM

**CERTIFICATE**

State of Kansas        }  
County of Sedgwick   }  
City of Clearwater    }

I, Carol Reitberger, Deputy City Clerk of the City of Clearwater, Sedgwick County, Kansas, hereby certify that the foregoing is a true and correct copy of the approved minutes of the January 20, 2020 City Council meeting.

Given under my hand and official seal of the City of Clearwater, Kansas, this 28<sup>th</sup> day of January 2020

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Ron Marsh, City Administrator

# Check Register Report

Date: 01/21/2020

Time: 2:07 pm

Page: 1

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>EMPRISE BANK Checks</b>								
45863	01/22/2020	Printed			APS1	AAA PORTABLE SERVICES, INC	RENTAL CHARGE 12-21 - 1-17	70.00
45865	01/22/2020	Printed			AMA	AMAZON	MATERIALS	372.89
45866	01/22/2020	Printed			SS05	ARTISTIC ANGLES	FRAMING COLLAGE	100.00
45867	01/22/2020	Printed			BBL1	B & B LUMBER	SUPPLIES	136.06
45868	01/22/2020	Printed			BARDAVON	BARDAVON HEALTH INNOVATIONS	2 SCREENINGS	220.00
45869	01/22/2020	Printed			BROAD	BROADSTROKE INC	WATER BILLS	657.85
45870	01/22/2020	Printed			CASCO	CASCO INDUSTRIES, INC	3 SCBA'S	26,324.57
45871	01/22/2020	Printed			CPSS1	CENTRAL POWER SYSTEMS & SERV	GENERATORS	2,345.70
45872	01/22/2020	Printed			CI W	CIRUS WATER	POLICE DEPT	9.00
45873	01/22/2020	Printed			D & D E	D & D EQUIPMENT	LOCK FITTING	8.60
45874	01/22/2020	Printed			DOS1	DIGITAL OFFICE SYSTEMS	OVERAGE	22.40
45875	01/22/2020	Printed			EMPAC	EMPAC, INC.	JAN FEB MAR	367.50
45876	01/22/2020	Printed			FAR	FARREL LANGE	RESTITUTION	80.00
45877	01/22/2020	Printed			GAL1	GALL'S INC.	BELT/NAMEPLATE	46.43
45878	01/22/2020	Printed			GILM	GILMORE SOLUTIONS, INC	QUARTERLY STATEMENT	603.00
45879	01/22/2020	Printed			GLEND A	GLEND A GLADFELTER	REIMBURSE EXPENSE	55.67
45880	01/22/2020	Printed			JAC	JACOB SIZEMORE	OVERPAYMENT OF FINE	10.00
45881	01/22/2020	Printed			JDG1	JOHNNY L. MISHLER	TIMECARDS	48.00
45882	01/22/2020	Printed			JUSTIN P	JUSTIN PATRICK	REIMBURSE EXPENSE	21.00
45883	01/22/2020	Printed			KACM1	KACM	MEMBERSHIP DUES	100.00
45884	01/22/2020	Printed			KMIT	KANSAS MUNICIPAL INS. TRUST	2020 WORKMENS COMP	16,534.00
45885	01/22/2020	Printed			KMU1	KANSAS MUNICIPAL UTILITIES	2020 MEMBERSHIP DUES	1,034.00
45886	01/22/2020	Printed			KPOA	KANSAS PEACE OFFICERS ASSOC	MEMBERSHIP RENEWAL	125.00
45887	01/22/2020	Printed			KST1	KANSAS STATE TREASURER	LEO TRAINING/REINSTATEMENT	734.00
45888	01/22/2020	Printed			KOUR	KOURTNEY BERNTSEN	CHAIR YOGA 1/6 & 1/13	60.00
45889	01/22/2020	Printed			LOK1	LEAGUE OF KS MUNICIPALITIES	2020 CITY MEMBERSHIP DUES	1,384.29
45890	01/22/2020	Printed			LFP1	LEASE FINANCE PARTNERS	COPIER LEASE	540.45
45891	01/22/2020	Printed			METRO	METROPOLITAN AREA BUILDING CONS	83/E/M/P PERMITS DECEMBER 2019	282.95
45892	01/22/2020	Printed			MIKE M	MIKE MACHART	AC REPAIR	75.00
45893	01/22/2020	Printed			MIG1	MIZE'S THRIFTWAY	STATEMENT	1,075.07
45894	01/22/2020	Printed			MC05	MULVANE COOP	STATEMENT	634.70
45895	01/22/2020	Printed			NATW	NATIONAL ASSOC OF TOWN WATCH	MEMBERSHIP	35.00
45896	01/22/2020	Printed			NOP1	NAVRAT'S OFFICE PRODUCTS	SCOPY PAPER	197.50
45897	01/22/2020	Printed			NELS	NORTHEAST KS. LIBRARY SYSTEM	COURIER SERVICE JAN-DEC 2020	1,200.00
45898	01/22/2020	Printed			PATR	PATRICIA SEILER	REIMBURSED EXPENSE	7.26
45899	01/22/2020	Printed			PCA1	PETTY CASH	CITY	100.04
45900	01/22/2020	Printed			PB03	PITNEY BOWES	LEASE POSTAL METER	305.91
45901	01/22/2020	Printed			PB03	PITNEY BOWES	POSTAL METER SUPPLIES	118.97
45902	01/22/2020	Printed			PSY1	PRINTING SYSTEMS	YEAR END FORMS	110.44
45903	01/22/2020	Printed			SWSC	SALINA WHOLESALE SUPPLY CO	ITRON ENCODER	8,476.80
45904	01/22/2020	Printed			SCAC	SEDGWICK COUNTY	2020 SCAC MEMBERSHIP	150.00
45905	01/22/2020	Printed			SCDF	SEDGWICK COUNTY	PRISONER HOUSING	627.44
45906	01/22/2020	Printed			0004	SEDGWICK COUNTY ELECTRIC COOP	STATEMENT	1,925.15
45907	01/22/2020	Printed			STA	STAPLES	OFFICE SUPPLIES	163.69
45908	01/22/2020	Printed			TSN1	TIMES-SENTINEL NEWSPAPERS	LIBRARY SUBSCRIPTION	30.00
45909	01/22/2020	Printed			TCE1	TRI-COUNTY ELECTRIC CORP	REPAIR OFFICE LIGHT	183.82
45910	01/22/2020	Printed			T2UL	TRUE2U AUTOMOTIVE, LLP	OIL CHANGE	66.49
45911	01/22/2020	Printed			VER	VERIZON WIRELESS	STATEMENT	401.19
45912	01/22/2020	Printed			VISA	VISA	EXPLORER TAG	1,853.78

# Check Register Report

Date: 01/21/2020

Time: 2:07 pm

Page: 2

City of Clearwater

BANK: EMPRISE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>EMPRISE BANK Checks</b>								
45913	01/22/2020	Printed			WCI1	WASTE CONNECTIONS, INC.	STATEMENT	13,935.03
45914	01/22/2020	Printed			WPF1	WATER PROTECTION FEE	4TH QUARTER FEE	868.31
45915	01/22/2020	Printed			WITMER	WITMER PUBLIC SAFETY GROUP	GAS METER	795.00

<b>Total Checks: 52</b>	<b>Checks Total (excluding void checks):</b>	<b>85,629.95</b>
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<b>Total Payments: 52</b>	<b>Bank Total (excluding void checks):</b>	<b>85,629.95</b>
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# Check Register Report

Date: 01/21/2020

Time: 2:07 pm

Page: 3

City of Clearwater

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>								
457	01/22/2020	Printed			KDOL	KANSAS DEPARTMEN OF LABOR	CITY UNEMPLOYMENT TAXES	1,163.35
458	01/22/2020	Printed			KDOL	KANSAS DEPARTMEN OF LABOR	LIBRARY UNEMPLOYMENT TAXES	18.00
459	01/22/2020	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	DECEMBER 2019 SALES TAX	231.01
460	01/22/2020	Printed			KDR1	KANSAS DEPARTMENT OF REVENUE	HIS SOC SALES TAX	1.47
461	01/22/2020	Printed			MERCHANT	MERCHANT SERVICES	ETS DESK 3500	350.83
462	01/22/2020	Printed			MERCHANT	MERCHANT SERVICES	E COMMERCE	274.42

**Total Checks: 6**

**Checks Total (excluding void checks):**

**2,039.08**

**Total Payments: 6**

**Bank Total (excluding void checks):**

**2,039.08**

**Total Payments: 58**

**Grand Total (excluding void checks):**

**87,669.03**

To: Mayor and City Council

From: Jared Dinwiddie  
Clearwater Fire Chief

Date: January 24, 2020

Re: Fire Department Staff Report

- Clearwater Fire responded to 6 medical calls and 2 Fire calls since last meeting.
- Average response time for SGCO EMS on medical calls has been around 20 minutes.
- Members constructed forcible entry prop at last week's meeting (1/21/20). Next months training will be over forcible entry, and members will now be able to hone their skills on forcing doors.
- A date for storm spotter class has been set for March 5<sup>th</sup> at 6:30 PM.



To: Mayor and City Council

From: Jason Gearhardt, Lt.  
Interim Chief

Date: January 28, 2020

Re: Police Department Staff Report

The new MDTs have been installed in the three current patrol vehicles, and are in use. This will be the first time the Chief's vehicle has had an MDT. Already seeing a big improvement in the speed of operation.

Officer Nolan is scheduled to begin work on Sunday February 2, 2020.

Matters of interest since last meeting.

1/14/20 Non-injury accident 500 block Rolling Hills Drive.

1/17/20 Driver cited for speeding and transport open container

1/18/20 Officer Robertson was requested to assist with a civil standby for a property issue, during which one of the persons became suicidal. Officer actually had to physically restrain the person, (successfully with no one being injured) and they were transported to St. Joseph for a mental health evaluation.

1/19/20 Officer took a report of an aggravated indecent liberties case (17 year old and 15 year old engaging in consensual sex), which had actually occurred several months ago. EMCU has agreed to take over the investigation.

1/20/20 Took a report of auto burglary in the 300 block South Lee. Headphones and paperwork were the only things taken, from an unlocked vehicle.

1/22/20 Recovered an altered firearm during a welfare check of a child. Unable to prove who it belongs to, but at least it was taken off the streets.

To: Mayor and City Council Members

From: Ernie Misak, Public Works Director

Date: January 28, 2020

Subject: Public Works Summary

1. Replaced a portion of the water line at the Garvey Complex on S. Hoover Rd. We are still looking at alternatives to either replace or abandon another section of 8 inch line that serves no purpose, other than causing us to continually have leaks. The section that has been replaced had previously been repaired 10 – 15 times over the last 15 years.
2. Submersible pump that was sent in for warranty has been returned and installed at Park Glen wet well.
3. Water samples to lab for bacteriological (monthly) and fluoride (quarterly).
4. New meter for well #6 has been received and will be installed this week.
5. 2008 Ford F150 is at Mel Hambelton Ford with engine related problems. At the present, I do not know the status or the seriousness of the issue.
6. All well water depths have been measured for annual reports to KDHE. Appears that nearly all ground levels are up from the previous year.
7. We are not discharging from the wastewater ponds during this month. It will be necessary to open them up on Feb 3<sup>rd</sup>. for discharge.
8. New salt/sand spreader has been received and is ready for operation. (Hoping we don't need it).
9. Read water meters and rereads.
10. Other normal duties and responsibilities.

# Clearwater Senior & Community Center

## Staff Report

January 24, 2020

To: Mayor & City Council

From: Sonja Froggatte, Director

1. Tomorrow, 1/25, at 6:00 p.m., we will have Live Music at the Center for the first time in 2020.
2. On Monday 1/27, at 1:30 p.m. I will attend the required Senior Summit at Central Plains Area Agency on Aging (CPAAA). I'll leave the Center at 12:30 and Marlene will come in then and keep the Center open.
3. On Wednesday, 1/29, at 12:00 p.m. Kitty Wong will be at lunch to inform us about Chinese Medicine.
4. On Sunday, 2/2 most of us will be tuned in to watch the Kansas City Chiefs defeat the San Francisco 49ers! So sorry for you who are their fans!
5. February 11 at noon will be our Valentine's Day Carry-In Luncheon.
6. We will be closed in observance of President's Day on 2/17.

**City of Clearwater  
City Council Meeting  
January 24, 2020**

**Authorize Mayor to Sign Lease Agreement Extension with Pioneer Cellular**

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**Context:** In December 2006, the City entered into a sight lease agreement with Pioneer Cellular for the cell phone tower on City property north of the Sewer Lagoons. Pioneer agreed to pay an annual rent of \$6000.00. The initial term was for 10 years with three extensions of 5 years. In 2014 Pioneer submitted the first 5 year extension (12/6/16 – 12/6/21) with a 3% increase for a total annual rent of \$6180.00. The extension agreement was not returned to Pioneer Cellular until 2018 and still runs through 2021.

Pioneer has submitted the second extension with a 2% increase to take effect December 6, 2021 through December 6, 2026. The new proposed total annual rent is \$6303.00.

No terms or conditions from the original signed agreement have changed. In the original lease an additional \$2400.00 rent was included for a co-locate. At the end of November 2018, the co-locate dropped off.

**Financial:** The City will receive \$6303.00 annually for the general budget beginning 12/6/21.

**Legal Considerations:** The City Attorney has reviewed the agreement.

**Recommendations/Actions:** Authorize the mayor to sign the lease agreement with Pioneer Cellular.



**Connie Holthus**, Legal Manager  
405-375-0383 • csholthus@ptci.com

**Paul I. Schulte**, General Counsel  
405-375-0171 • pischulte@ptci.com

November 15, 2019

City of Clearwater  
129 Ross Street  
P.O. Box 453  
Clearwater, KS 67026-0453

Re: Site Lease with Option between the City of Clearwater, Landlord, and Cellular Network Partnership, Tenant.

Gentlemen:

In reference to the above-mentioned Lease, the Commence Date of the Lease was Dec 6, 2006. The initial term ended Dec 5, 2016. As stated in paragraph 2. Term, Tenant is granted 3 extensions of 5 years each ("Renewal Term"). Pursuant to the above referenced Lease, paragraph 4. Rent, that Cellular Network Partnership shall in good faith a rate increase acceptable to both parties.

Following the current Renewal Term, ending Dec 5, 2021, we are hereby submitting an offer of a two (2) percent increase in the annual rent for the next renewal term of December 6, 2021 thru December 5, 2026. This would be calculated as follows:

Rent per Lease	\$6,180.00
Proposed 2% Increase	<u>123.60</u>
Total Proposed	\$6,303.60

If the above proposed increase is acceptable, please sign the acceptance on page 2 hereof, and return the same to me in the enclosed stamped and self-addressed envelope.

If you have any questions, or would like to discuss this matter further, please contact Neal Brown at (405) 375-0671, or myself at (405) 375-0768.

Cordially,

A handwritten signature in blue ink that reads "Charity Cook".

Charity Cook  
Legal Department

pc: Neal Brown, Wireless Development, Department Manager

**LANDLORD ACCEPTANCE:**

In consideration of the terms, provisions, conditions, covenants and agreements of that certain Site Lease with Option by and between the City of Clearwater, Kansas, a municipal corporation (Landlord), and Cellular Network Partnership d/b/a Pioneer Cellular, an Oklahoma limited partnership (Tenant), covering a tract of land located in the Southeast Quarter (SE¼) of Section 26, Township 29 South, Range 2 West, Sedgwick County, Kansas, Landlord hereby agrees to a two (2) percent increase in the rent for the renewal term of December 6, 2021 thru December 5, 2026.

**CITY OF CLEARWATER,  
a municipal corporation**

**By:** \_\_\_\_\_  
**Burt Ussery, Mayor**

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

**SITE LEASE WITH OPTION**

THIS SITE LEASE WITH OPTION ("Lease") is by and between the City of Clearwater, Kansas ("Landlord"), a municipal corporation, and Cellular Network Partnership, an Oklahoma limited partnership ("Tenant").

**1. OPTION TO LEASE.**

(a) In consideration of the payment of \$1000.00 (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional 6 months upon written notice to Landlord and the payment of the sum of \$500.00 ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and/or Additional Option Period, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations, without limitation, required for Tenant's use of the Premises as defined hereafter from all applicable government and/or regulatory entities. These licenses and permits may include zoning and land use authorities and the Federal Communication Commission ("FCC") ("Governmental Approvals") whereby the Landlord will appoint Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soil tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without written consent of Landlord. During the Option Period and/or Additional Option Period, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property, except that Landlord retains its right to enforce its laws and ordinances. Tenant and Landlord agree that Chapter 15.09 of the Clearwater Municipal Code, titled Telecommunication Towers and Antennae, provides exclusion under 15.09.060 (C) therein, upon execution of this lease. During the Option Period and/or Additional Option Period, Tenant may exercise the Option by written notification to Landlord in accordance with Section 13 herein.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located within the SE/4 of Twenty-six (26), Township Twenty-Nine (29) South, Range Two (2) West, Sedgwick County, Kansas, comprising of approximately 10,000 square feet (100' X 100' plus ingress and egress).

## **2. TERM.**

The Lease shall commence on the date the Landlord receives written notice of Tenant's exercise of its Option pursuant to Section 1 herein ("Commencement Date"). The initial term of this Lease shall be 10 years, terminating at midnight on the last day of the initial term ("Initial Term"). Tenant is hereby granted three (3) extensions of five (5) years each ("Renewal Term") at the conclusion of the Initial Term unless written notice is given by Landlord to Tenant pursuant to Section 13 that Landlord seeks to end the Lease. Notice by Landlord of its intent to terminate the Site Lease with Option at the end of the Initial Term or at the end of any of the five year extensions granted herein shall be given at least 60 days prior to the last day of said initial term or said extension.

## **3. PERMITTED USE.**

The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. Such use must be related to providing cell phone transmissions.

## **4. RENT**

Tenant shall pay Landlord, as Rent, \$6,000.00 per year ("Rent"); provided however, that every five (5) years during the Initial Term and any Renewal Term, Cellular Network Partnership, its successors and assigns, shall negotiate in good faith a rate increase acceptable to both parties to this Lease or its successors and assignees. Rent shall be payable within 10 days following the Commencement Date and thereafter will be payable yearly in advance. If this Lease is terminated, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid, prorated Rent shall be immediately refunded to Tenant.

## **5. ADDITIONAL RENEWAL TERMS**

Tenant shall have the right to extend this Lease for five (5) additional five (5) year terms on the same terms and conditions as set forth herein. This Lease shall automatically renew for the terms set forth in this section unless either party provides written notice to the other party of its intention not to renew this Lease, at least sixty (60) days prior to the expiration of the last Renewal Term. Tenant shall not remain in possession of the property without a written agreement.

## 6. INTERFERENCE

If Tenant determines that Landlord's use or the use of any Landlord's lessees, licenses, employees, invitees or agents interferes with the operations of Tenant, Tenant must give written notice to Landlord of said interference. Landlord shall act in good faith to eliminate or reduce said interference, *provided that* no action requested by Tenant shall impede Landlord's use of its property for the purposes of the City or its other Tenants.

## 7. IMPROVEMENTS; UTILITIES; ACCESS

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance, and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements as defined below ("Construction Interference"). Landlord further acknowledges that it will be responsible for any fines and penalties, excluding attorney fees, which are directly attributable to Landlord's Constructive Interference. Nothing stated herein can be considered a waiver of the right of the Landlord to enforce all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during this lease and shall have the right and duty to remove the Antenna Facilities upon the expiration or termination of this Lease, unless otherwise agreed in writing by both parties.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a fence. Fencing shall be decay-resistant security fencing not less than six feet in height.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities located on the Property in commercially reasonable condition and repair during the term and/or Extended Term of this Lease, normal wear and tear and casualty accepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord with all property of Tenant removed unless otherwise agreed to in writing by both parties.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Tenant shall install separate meters for utilities used on

the Property by Tenant and Landlord agrees to cooperate with Tenant in acquiring the necessary utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term and any Additional Renewal Terms (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. Nothing in this section shall be construed to grant Tenant an easement which would impede Landlord's use of its property for the purposes of the City or its other Tenants.

## **8. TERMINATION**

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon 30 days written notice by Landlord for failure of Tenant to cure a default for payment of Rent under this Lease within a 30 day period after said Rent came due;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon 90 days written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities, *provided that* Tenant is responsible for Rent until Tenant has removed its property under Section 7 (c) herein.

## **9. DEFAULT AND RIGHT TO CURE**

Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 13 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of 30 days after receipt of written notice thereof to cure or (ii) commits a material breach of

this Lease and fails to diligently pursue such cure to its completion after 60 days written notice the defaulting party.

## **10. TAXES**

Any property tax assessed to the Premises shall be paid by Tenant in addition to Rent. Tenant shall pay any personal property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant but said challenge shall be at the sole expense of Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant. Further, Landlord shall provide documentation and cooperate with Tenant to effectuate the intent of this Section 10.

## **11. INSURANCE AND SUBROGATION INDEMNIFICATION**

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors and assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (ii) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (A) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (B) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease.

## **12. CONDITION OF PREMISES TAKEN AS IS**

Tenant agrees to take the premises as is and Landlord makes no representation as to the environmental condition of the Premises.

## **13. NOTICES**

All notices, requests, demands and other communications shall be in writing and are effective three days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party. Addresses shall be as follows:

TENANT: Cellular Network Partnership  
Attention: Legal Dept  
108 East Robberts Ave  
P.O. Box 539  
Kingfisher, OK 73750  
Ph: (405) 375-4111  
Fx: (405) 375-3900

LANDLORD: City of Clearwater  
129 Ross Street  
P.O. Box 453  
Clearwater KS 67026-0453

## **14. QUIET ENJOYMENT, TITLE AND AUTHORITY**

Landlord covenants and warrants to Tenant that (A) Landlord has the full right, power and authority to execute this Lease; (B) it has good and unencumbered title to the Property; and (C) execution and performance of this Lease will not violate any laws, ordinances, covenants, or provisions of any lease or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's Quiet Enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

## **15. ASSIGNMENT AND SUBLEASING**

Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written consent by Landlord.

Tenant and Landlord agree that Chapter 15.09 of the Clearwater Municipal Code, titled Telecommunication Towers and Antennae, provides exclusion under 15.09.060 (C) therein, for this lease. However the parties hereby agree that in the event the Antenna Facilities are sublet for co-tower use as defined in Section 15.09.170 of the Clearwater Municipal Code, Section 15.09.170 shall apply and is hereby incorporated by reference as part of this Lease. Further, Landlord shall receive an increase in the Rent due under this Lease at the rate of \$2400.00 per year per cotenant, prorated to the date of said sublease.

Tenant may, upon consent of Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors and assigns (collectively, "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant.

Tenant shall not cause a mechanics lien to be placed on the Premises or Property of the Landlord.

#### **16. SUCCESSORS AND ASSIGNS**

This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

#### **17. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

#### **18. GOVERNING LAW**

This Lease shall be construed in accordance with the laws of the state of Kansas.

#### **19. PROVISIONS SEPARABLE**

If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall be interpreted in accordance with the fair and common meaning thereof. No

provision of this Lease will be deemed waived by either party unless expressly waived in writing, signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

## 20. MISCELLANEOUS

The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

The effective date of this Lease is the date of execution by the last party to sign ("the Effective Date").

**LANDLORD:**

**The City of Clearwater, Kansas**

By: James L. Walker  
James L. Walker, Mayor

**ATTEST**

Cheryl D. Wright  
Cheryl Wright, City Clerk



**TENANT:**

**CELLULAR NETWORK PARTNERSHIP**  
an Oklahoma limited partnership

By: O.T. & T. Communications, Inc.,  
(an Oklahoma corporation)  
A General Partner

By: *Richard Ruhl*  
Richard Ruhl, General Manager

STATE OF OKLAHOMA, COUNTY OF KINGFISHER, ss.

I certify that I know or have satisfactory evidence that Richard Ruhl is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Cellular Network Partnership, an Oklahoma limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 6, 2006



*Janet F. Wehenberg*  
Notary Public

My Commission expires: June 26, 2010  
Commission No. 02008851

STATE OF KANSAS, COUNTY OF SEDGWICK, ss.

I certify that I know or have satisfactory evidence that James L. Walker  
\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that  
he signed this instrument, on oath stated that he was authorized to execute the instrument  
and acknowledged it as the Mayor of the City of Clearwater  
\_\_\_\_\_ as the \_\_\_\_\_ of the City of  
Clearwater, Kansas, to be the free and voluntary act of such party for the uses and  
purposes mentioned in the instrument.

Dated: 9/12/06

*Cheryl S. Wright*  
Notary Public

My Commission expires: 8/20/09  
Commission No. 985072





**SITE PLAN**  
**CELLULAR NETWORK PARTNERSHIP**  
**230' SELF-SUPPORT TOWER, SITE NAME: CLEARWATER #407**  
**A PART OF THE SE/4 OF SECTION 26, TOWNSHIP 29 SOUTH,**  
**RANGE 2 WEST, SEDGWICK COUNTY, KANSAS.**

KANSAS ONE CALL # 284613  
1-800-344-7233

**PARENT TRACT DESCRIPTION**

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., more particularly described as follows: Beginning 674 feet North of the Southeast corner of the Southeast Quarter; thence West 380 feet; thence South 310 feet; thence West 963.11 feet to the West line of said Southeast Quarter of the Southeast Quarter; thence North 954.60 feet; thence East 1332.85 feet to the East line of said Southeast Quarter; thence South 642.75 feet to the Point of Beginning, Except road on East section line.

**CERTIFICATE**

I, Homer L. Gileon register land surveyor in the State of Kansas hereby certify that the accompanying plat is a true and correct representation of the survey made under my supervision of the following described property located in the SE/4, SE/4, Sec 26, T29S, R2W, Sedgwick County, Kansas

I certify that the latitude and longitude contained herein are accurate to within, 15 feet Horizontal and 3 feet Vertical and that these coordinates were determined with a AOA Rascal, SN's 1252, 1376, and 1189.

**SUBJECT TRACT DESCRIPTION**

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter thence  $N00^{\circ}18'21''E$  a distance of 923.13 feet along the East line of said Southeast Quarter; thence  $N89^{\circ}41'39''W$  a distance of 54.60 feet to a Point of Beginning; thence  $N90^{\circ}00'00''W$  a distance of 100.00 feet; thence  $N00^{\circ}15'28''E$  a distance of 100.00 feet; thence  $N90^{\circ}00'00''E$  a distance of 100.00 feet; thence  $S00^{\circ}15'28''W$  a distance of 100.00 feet to the Point of Beginning, containing, 0.2296 acres, more or less.

**INGRESS-EGRESS DESCRIPTION**

A 12 foot wide strip of land located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas the center line described as follows: Beginning at a Point on the East line of said Southeast Quarter and  $N00^{\circ}18'21''E$  a distance of 972.86 feet from the Southeast corner of said Southeast Quarter; thence  $N89^{\circ}41'39''W$  a distance of 54.64 feet to the end of said 12 foot strip of land.

**CABLE EASEMENT DESCRIPTION**

A 10 foot wide strip of land located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas the center line described as follows: Beginning at a Point on the East line of said Southeast Quarter and  $N00^{\circ}18'21''E$  a distance of 961.66 feet from the Southeast corner of said Southeast Quarter; thence  $N89^{\circ}41'39''W$  a distance of 54.63 feet to the end of said 10 foot strip of land.

**UTILITY EASEMENT DESCRIPTION**

A 10 foot wide strip of land located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 29 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas the center line described as follows: Beginning at a Point on the East line of said Southeast Quarter and  $N00^{\circ}18'21''E$  a distance of 983.86 feet from the Southeast corner of said Southeast Quarter; thence  $N89^{\circ}41'39''W$  a distance of 54.65 feet to the end of said 10 foot strip of land.

HOMER L. GILEON  
REGISTERED LAND SURVEYOR

**City of Clearwater  
City Council Meeting  
January 24, 2020**

**Housing Incentive Program Talking Points**

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**Context:** Since the Governing Body has two new members the Mayor has directed staff to have as an agenda item a discussion of the Housing Incentive Program for the new Council members to have input.

At the last meeting City Administrator asked Council to be prepared to discuss this today. Attached is the Housing Incentive Program as approved by Council in November 2019 to carry over for the start of 2020. The highlighted lines and strikethrough are staff suggested changes.

- a. Staff recommends eliminating multiple options and to move forward with what is currently Option #1. We feel this would be in the best interest of the home buyer.
- b. Added language to clarify when the rebates began
- c. The bullet point on “primary residence” is redundant and stated above.
- d. The bullet point on minimum square footage only applies to Chisholm Ridge and is stated in the Chisholm Ridge application form.

**Financial:** N/A

**Legal Considerations:** Any changes to this program will require a resolution drafted by the City Attorney.

**Recommendations/Actions:** Discuss and comment.



P.O. Box 453 • 129 E. Ross Ave. • Clearwater, KS 67026 • Phone: 620-584-2311 • Fax: 620-584-3119

## 2020 Housing Incentive Program Application

The City of Clearwater, Kansas, has initiated the following Housing Incentive Program (Resolution 3-2019). This program is designated for new construction of a single-family residence within the Clearwater City Limits. In order to qualify for this program, an applicant must meet the following requirements.

### ELIGIBILITY

1. Complete and submit a program application to the City Clerk
2. Certify that you have purchased and/or constructed a new single-family residence within City Limits between January 1, 2020 and December 31, 2020.
3. Certify that you are the first occupant of the residence and that the house will be used as your primary residence.

### PROGRAM

Under the Housing Incentive Program, the City of Clearwater, upon approval, will provide the following rebate for the new construction of a single-family residence within Clearwater City Limits:

3 Year Rebate on City of Clearwater Portion of Property Taxes Based Upon a Sliding Scale	
Option #1	Option #2
1 <sup>st</sup> Year 25%, 2 <sup>nd</sup> Year 50%, 3 <sup>rd</sup> Year 75%	1 <sup>st</sup> Year 75%, 2 <sup>nd</sup> Year 50%, 3 <sup>rd</sup> Year 25%
Homebuyer Credit at Closing/ CoO: \$1500	Homebuyer Credit at Closing/ CoO: \$1500
<b>ELIMATE THIS OPTION</b>	

### GUIDELINES

In order to qualify for this program, an applicant must meet the following guidelines:

- Build or buy a new single-family residence within the Clearwater City Limits.
- This Program will only apply to the original applicant and is non-transferable.
- For purchases of existing newly built homes, rebate begins **in the same year** as the closing date set by the title company.
- If the homebuyer has contracted to have the house built, rebate **begins the same year** as the Certificate of Occupancy (CoO) issued by Sedgwick County.
- ~~Structure must be used as your primary residence. (duplication)~~
- Property taxes must be current to receive any rebate (properties with delinquent taxes will not qualify).
- ~~Minimum livable square footage of newly constructed home must be 1000 sq. ft., as determined and approved on the building permit application, and all structures must comply with any existing restrictive covenants for the area in which the structure will be built. (only pertains to Chisholm Ridge)~~
- The Lot on which the home will be built must have access to City services (Water and Sewer).
- Companies, corporations, LLC's, etc. and any houses currently in an incentive program are not eligible to participate in this program.



## 2020 Housing Incentive Program Application

Applications will be reviewed by the City Administrator and City Clerk to ensure that all requirements are met. Please contact City Hall at (620) 584-2311 with any questions regarding this program or application.

<b>Applicants Name:</b>		
<b>Applicant's Mailing Address:</b>		
<b>Applicant's Phone Number:</b>		
<b>Applicant's Email Address:</b>		
<b>Address of New Residence:</b>		
<b>Parcel Identification Number:</b>		
<b>Date of Purchase or Certificate of Occupancy</b>		
<b>Circle Incentive Option you want to apply for:</b>		
<b>OPTION #1</b> 25%, 50%, 75% \$1500 @ Closing/ CoO	<b>OPTION #2</b> 75%, 50%, 25% \$1500 @ Closing/ CoO	

\_\_\_\_\_  
Signature of Applicant (s)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Application Received By: \_\_\_\_\_ Date/ Time: \_\_\_\_\_

City Administrator Signature: \_\_\_\_\_ Approved  Denied

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Required Documents	Date Received/ Issued
Application	
Date of Purchase or Certificate of Occupancy	

**City of Clearwater  
City Council Meeting  
January 24, 2020**

**Approve Contract with Midland GIS for Utility GIS Services**

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**Context:** At the January 14, 2020 City Council meeting the Governing Body approved the Request for Proposal from Midland GIS to provide the City of Clearwater with utility GIS services.

Midland has submitted the contract for their services for Council approval and the Mayor's signature.

**Financial:** \$44,928.00

**Legal Considerations:** The City Attorney has reviewed the document and requested a termination clause be added. Midland has made the requested change to the contract.

**Recommendations/Actions:** Approve the contract with Midland GIS and authorize the Mayor to sign.

**MIDLAND GIS SOLUTIONS, LLC.  
PROFESSIONAL SERVICES AGREEMENT**

**For**

**CLEARWATER, KANSAS**

**PROJECT NAME**

Utility GPS, GIS Development and Web-GIS  
Implementation

*Prepared for:*

Burt Ussery  
Mayor  
City of Clearwater  
129 E. Ross Avenue  
Clearwater, KS 67026

*By:*

Kirk Larson, Senior Vice President  
Midland GIS Solutions, LLC.  
501 N Market Street  
Maryville, MO 64468  
(660)562-0050

**Submittal Date:  
January 15, 2020**

## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT made and entered into by and between the City of Clearwater, Kansas, (hereafter referred to as “CLIENT”) and Midland GIS Solutions, whose principal place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the “COMPANY”).

### **PURPOSE AND INTENT**

This agreement covers the data collection, creation and construction of a utility GIS program for The City of Clearwater, Kansas, including the development of utility features in accordance with Attachment A – Midland GIS Solutions Proposal dated November 22, 2019.

### **WITNESSETH**

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HEREWITH, the COMPANY agrees to execute this program and provide the services as outlined in the attached, “Midland GIS Proposal” dated, November 22, 2019, known as ATTACHMENT A, herein made a part of this agreement.

### **SECTION ONE- GENERAL PROVISIONS**

- I.1 Whenever the term “CLIENT” is used, it shall mean The City of Clearwater, Kansas.
- I.2 Whenever the term “COMPANY” is used, it shall mean Midland GIS Solutions.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 Whenever the term “ATTACHMENT A” is used, it shall mean the Midland GIS Proposal dated November 22, 2019.
- I.5 This contract between The City of Clearwater, Kansas and Midland GIS Solutions shall be deemed a Kansas contract and shall be governed by the Laws of the State of Kansas. It is specifically understood by the parties that this contract is not a contract with the State of Kansas. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term “AGREEMENT”, is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the COMPANY’s business or operations resulting from any act or omission of the COMPANY’s agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

## **SECTION TWO - ADDITIONAL PROVISIONS**

- 2.1 The City Administrator shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT’S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

## **SECTION THREE - SCOPE OF SERVICES**

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

## **SECTION FOUR - PROSECUTION OF WORK AND COMPLETION**

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.

- 4.3 Final delivery of all approved items as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within four (4) months from the commencement date defined in the project schedule.
- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
  - 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
  - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
  - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.

**SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT**

5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY \$44,928.00 as itemized below for the scope of work and deliverables in ATTACHMENT A of the AGREEMENT. Fee Schedule will be itemized as follows:

5.1.1	Sanitary Sewer Utility Network	\$21,279.00
5.1.2	Water Utility Network	\$14,249.00
5.1.3	Pavement Management Overlay	\$2,800.00
5.1.4	GIS Web Development	\$3,000.00
5.1.5	On-Going Hosting for GIS Program	\$3,600.00/annually

- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

## **SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL**

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.
- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

## **SECTION SEVEN - CLIENT RESPONSIBILITIES**

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will be responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the One (1) day onsite training session provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3<sup>rd</sup> parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notification by the COMPANY to ensure deliverables are completed according to schedule. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays by the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY'S maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT'S web-based GIS program.

7.8 CLIENT designates the City Administrator as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

## **SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES**

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Ethan Herbek, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule training of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide onsite training.

## **SECTION NINE - TERMINATION OF CONTRACT**

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.
- 9.2 Notwithstanding any other term, condition or provision of this Agreement, CLIENT shall be entitled to terminate this Agreement, for its convenience and without cause, upon (5) days written notice to the COMPANY. In the event of such termination for convenience by CLIENT, COMPANY shall be entitled to only receive compensation for all work performed until the date of issuance of such termination notice by CLIENT, and any and all data, work and other deliverables prepared or performed by or on behalf of COMPANY under this Agreement shall be transferred to CLIENT prior to COMPANY receiving final payment for any and all work performed through the date of issuance of such termination notice.

## **SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS**

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Troy Hayes, President, Matt Sorensen, VP and Kirk Larson, VP are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The City Administrator will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

**MIDLAND GIS SOLUTIONS AND CLEARWATER, KANSAS PROFESSIONAL SERVICE AGREEMENT**

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

**THE CITY OF CLEARWATER, KANSAS**

APPROVED BY: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

Attest: \_\_\_\_\_

**MIDLAND GIS SOLUTIONS**

APPROVED BY: \_\_\_\_\_ 

Printed/Typed Name: \_\_\_\_\_ Kirk Larson

Title: \_\_\_\_\_ Senior Vice President Date: \_\_\_\_\_ January 15, 2020