

**FRANKLIN COUNTY  
COMMISSION AGENDA ITEM**

<b>TO:</b> BOARD OF FRANKLIN COUNTY COMMISSIONERS	<b>Reviewed:</b>
<b>FROM:</b> Alan Radcliffe	<b>Ext:</b> 3505
<b>DEPARTMENT:</b> Emergency Management	
<b>DATE:</b> Monday, June 1, 2009	<b>No:</b>

**ITEM: Tower agreement renewal**

Background: In May 2006 USD #288 lost their internet service and Midwest Connections had requested space on the counties SE emergency communications tower to provide high speed internet service for the school and surrounding area. Since that time Midwest Connections has added equipment to the counties other 3 communication towers. Currently Midwest Connections is able to provide internet service to approximately 75% of the rural area in Franklin County. Midwest Connections also provides internet access for the county ambulance service at the Wellsville Fire station and the county command trailer. The agreement has been updated from one blanket agreement to 4 site specific agreements.

Recommended Action: Discuss the tower contracts between Midwest Connections and Franklin County.

Attachments: Contracts

**Contract**  
Between  
**Midwest Connections, Inc. and**  
**Franklin County, Kansas**

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**THIS AGREEMENT** made and entered into on the 1<sup>st</sup> day of June, 2009, and effective immediately, by and between Franklin County, Kansas, hereinafter referred to as the "Lessor" and Midwest Connections, Inc., hereinafter referred to as "Midwest":

Midwest desires to rent space on the Lessor's communication towers to place equipment for offering high speed internet to the surrounding area; and

**WHEREAS**, such contracts are authorized and provided for by K.S.A. 82a - 619.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **DUTIES OF LESSOR:** The Lessor shall provide the following:
  - a. Adequate space on its tower located at 632 Shawnee (Appanoose) for Midwest to install its equipment necessary to offer high-speed internet services to the surrounding area.
  - b. Space will be rent free until October 1, 2009 to allow for a customer base to be established in the area.
  
2. **DUTIES OF MIDWEST:** Midwest shall provide the following:
  - a. \$250.00 per month paid, in advance monthly not later than the 1<sup>st</sup> day of each month, to the Lessor for rental service. Said payments shall be sent to the office of the Franklin County Clerk at 305 S. Main, Ottawa, Kansas 66067.
  - b. All placement or installation of equipment by Midwest must be approved by the Lessor before installation; and
  - c. All construction or connections to Lessor tower by Midwest will be approved by the Lessor's tower maintenance contractor prior to installation.
  - d. Midwest shall provide free internet access to the Lessors command trailer and assorted equipment and to the Lessor's ambulance station in Wellsville. Lessor will cooperate with the Lessor in providing free internet access to one location per tower lease with the exclusion of the free account to the Emergency Management Traylor.
  
3. **ELECTRICAL POWER:**
  - a. Midwest shall install and maintain an outdoor weatherproof enclosure, with two four (4) inch posts, then a 3 foot x 3 foot x 2 foot weatherproof equipment enclosure to house breaker box for supplying electric to Midwest's equipment.
  
  - b. Midwest shall use the existing tower electrical power for their equipment.
  
4. **COOPERATION:** The parties agree for the uses and purposes proposed to cooperate with each other in good faith.

5. **EQUIPMENT AND INSURANCE:**

a. No equipment placed on the tower shall interfere with any Lessor equipment; Midwest agrees to maintain and repair its own equipment. Midwest shall provide proof of liability insurance and workers compensation and be named as additional insured to the Lessor in the amount of one million dollars (\$1,000,000.00) liability and agrees to maintain such insurance for the life of this contract. Should the insurance coverage lapse or terminate for any reason, the Lessor will be notified immediately and the contract shall terminate. Midwest further agrees to release the Lessor from any liability should their equipment be vandalized, stolen, or otherwise destroyed by a third party.

b. It is not intended that Midwest shall have exclusive use of tower, however Lessor shall not knowingly allow the installation of equipment on tower by other entities if such installed equipment would cause interference with the operation of Midwest's equipment, Lessor may install and exclusively retains the right to install any equipment necessary for operation of its communication systems. If a third party's equipment cause's interference for Midwest, the problem must be resolved within 24 hours or the third party's equipment will power off until interference is eliminated. Lessor shall have no responsibility to correct any interference problems and if requested, may at its option terminate this contract.

c. No equipment shall be installed on tower without prior consent of the Lessor.

d. At the termination of this agreement, Midwest shall be responsible for removal and disposal of its equipment. Such removal to be within 90 days of termination. Monthly rent shall continue until all equipment of Midwest is removed. If the said 90 days should run without removal, Lessor may remove same and charge the cost of such removal to Midwest.

6. **TIME FRAME:** Midwest agrees to have all connections and services set out in paragraph 2 completed within ninety (90) days of the original date of this agreement. Rent shall commence on the effective date of this contract.

7. **LESSOR EMPLOYEES:** All persons employed by Midwest who perform services to be rendered under this agreement shall be employees of Midwest only, and shall not have any Lessor pension or status or right of a Lessor employee. Lessor shall not be responsible for payment of salaries, wages, workman's compensation, KPERS, or other compensation to said Midwest or its employees. Midwest does not assume any liability for intentional or negligent acts of the Lessor or its employees or their contractors. Midwest specifically agrees to hold the Lessor harmless from any liability, which may result from their employees or equipment.

8. **LAWS & REGULATIONS:** Midwest shall be responsible for obtaining all appropriate licenses and maintaining compliance with all applicable laws, rules, and regulations including, but not limited to, those imposed by the FAA and FCC.

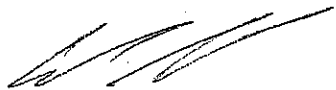
9. **FEES & TAXES:** Midwest shall be responsible for the payment of any fees or taxes that

are assessed as a result of its equipment:

10. **TERM OF AGREEMENT:** This contract shall be for an initial period of three (3) years.
11. If Midwest Connections fails to comply with the terms of this agreement, the Lessor may at its option terminate this contract with thirty (30) days notice.
12. **NOTICE:** Any notice pursuant to this agreement shall be given to the Lessor addressed to Franklin County Clerk, 305 S. Main, Ottawa, Kansas 66067. Any notice to Midwest shall be addressed to Midwest Connections, Inc., 1105 Baptiste Drive, Paola, Kansas 66071.

**IN WITNESS WHEREOF, THIS AGREEMENT IS SIGNED BY THE**  
Manager/Director of Midwest Connections, Inc. and signed by

*Lacy Dando*  
\_\_\_\_\_

  
\_\_\_\_\_  
Curtis Silver, Manager  
Midwest Connections, Inc.

\_\_\_\_\_  
Chairperson  
Franklin County Commission

**Contract**  
Between  
**Midwest Connections, Inc. and**  
**Franklin County, Kansas**

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**THIS AGREEMENT** made and entered into on the 1<sup>st</sup> day of June, 2009, and effective immediately, by and between Franklin County, Kansas, hereinafter referred to as the "Lessor" and Midwest Connections, Inc., hereinafter referred to as "Midwest":

Midwest desires to rent space on the Lessor's communication towers to place equipment for offering high speed internet to the surrounding area; and

**WHEREAS**, such contracts are authorized and provided for by K.S.A. 82a - 619.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **DUTIES OF LESSOR:** The Lessor shall provide the following:
  - a. Adequate space on its tower located at 1024 John Brown (Williamsburg) for Midwest to install its equipment necessary to offer high-speed internet services to the surrounding area.
  
2. **DUTIES OF MIDWEST:** Midwest shall provide the following:
  - a. \$250.00 per month paid, in advance monthly not later than the 1<sup>st</sup> day of each month, to the Lessor for rental service. Said payments shall be sent to the office of the Franklin County Clerk at 305 S. Main, Ottawa, Kansas 66067.
  - b. All placement or installation of equipment by Midwest must be approved by the Lessor before installation; and
  - c. All construction or connections to Lessor tower by Midwest will be approved by the Lessor's tower maintenance contractor prior to installation.
  - d. Midwest shall provide free internet access to the Lessors command trailer and assorted equipment and to the Lessor's ambulance station in Wellsville. Lessor will cooperate with the Lessor in providing free internet access to one location per tower lease, with exclusion of the free access with the Emergency Management trailer.
  
3. **ELECTRICAL POWER:**
  - a. Midwest shall install and maintain an outdoor weatherproof enclosure, with two four (4) inch posts, then a 3 foot x 3 foot x 2 foot weatherproof equipment enclosure to house breaker box for supplying electric to Midwest's equipment.
  
  - b. Midwest shall use the existing tower electrical power for their equipment.
  
4. **COOPERATION:** The parties agree for the uses and purposes proposed to cooperate with each other in good faith.
  
5. **EQUIPMENT AND INSURANCE:**
  - a. No equipment placed on the tower shall interfere with any Lessor equipment;

Midwest agrees to maintain and repair its own equipment. Midwest shall provide proof of liability insurance and workers compensation and be named as additional insured to the Lessor in the amount of one million dollars (\$1,000,000.00) liability and agrees to maintain such insurance for the life of this contract. Should the insurance coverage lapse or terminate for any reason, the Lessor will be notified immediately and the contract shall terminate. Midwest further agrees to release the Lessor from any liability should their equipment be vandalized, stolen, or otherwise destroyed by a third party.

b. It is not intended that Midwest shall have exclusive use of tower, however Lessor shall not knowingly allow the installation of equipment on tower by other entities if such installed equipment would cause interference with the operation of Midwest's equipment, Lessor may install and exclusively retains the right to install any equipment necessary for operation of its communication systems. If a third party's equipment cause's interference for Midwest, the problem must be resolved within 24 hours or the third party's equipment will power off until interference is eliminated. Lessor shall have no responsibility to correct any interference problems and if requested, may at its option terminate this contract.

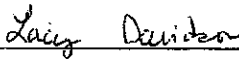
c. No equipment shall be installed on tower without prior consent of the Lessor.


d. At the termination of this agreement, Midwest shall be responsible for removal and disposal of its equipment. Such removal to be within 90 days of termination. Monthly rent shall continue until all equipment of Midwest is removed. If the said 90 days should run without removal, Lessor may remove same and charge the cost of such removal to Midwest.

6. **TIME FRAME:** Midwest agrees to have all connections and services set out in paragraph 2 completed within ninety (90) days of the original date of this agreement. Rent shall commence on the effective date of this contract.
7. **LESSOR EMPLOYEES:** All persons employed by Midwest who perform services to be rendered under this agreement shall be employees of Midwest only, and shall not have any Lessor pension or status or right of a Lessor employee. Lessor shall not be responsible for payment of salaries, wages, workman's compensation, KPERS, or other compensation to said Midwest or its employees. Midwest does not assume any liability for intentional or negligent acts of the Lessor or its employees or their contractors. Midwest specifically agrees to hold the Lessor harmless from any liability, which may result from their employees or equipment.
8. **LAWS & REGULATIONS:** Midwest shall be responsible for obtaining all appropriate licenses and maintaining compliance with all applicable laws, rules, and regulations including, but not limited to, those imposed by the FAA and FCC.
9. **FEES & TAXES:** Midwest shall be responsible for the payment of any fees or taxes that are assessed as a result of its equipment.

10. **TERM OF AGREEMENT:** This contract shall be for an initial period of three (3) years.
11. If Midwest Connections fails to comply with the terms of this agreement, the Lessor may at its option terminate this contract with thirty (30) days notice.
12. **NOTICE:** Any notice pursuant to this agreement shall be given to the Lessor addressed to Franklin County Clerk, 305 S. Main, Ottawa, Kansas 66067. Any notice to Midwest shall be addressed to Midwest Connections, Inc., 1105 Baptiste Drive, Paola, Kansas 66071.

**IN WITNESS WHEREOF, THIS AGREEMENT IS SIGNED BY THE**  
Manager/Director of Midwest Connections, Inc. and signed by

  
\_\_\_\_\_

  
\_\_\_\_\_  
Curtis Silver, Manager  
Midwest Connections, Inc.

\_\_\_\_\_  
Chairperson  
Franklin County Commission

**Contract**  
Between  
**Midwest Connections, Inc. and**  
**Franklin County, Kansas**

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**THIS AGREEMENT** made and entered into on the 15<sup>th</sup> day of June, 2009, and effective immediately, by and between Franklin County, Kansas, hereinafter referred to as the "Lessor" and Midwest Connections, Inc., hereinafter referred to as "Midwest":

Midwest desires to rent space on the Lessor's communication towers to place equipment for offering high speed internet to the surrounding area; and

**WHEREAS**, such contracts are authorized and provided for by K.S.A. 82a - 619.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **DUTIES OF LESSOR:** The Lessor shall provide the following:
  - a. Adequate space on its tower located at 1675 Tennessee Terrace (Lane) for Midwest to install its equipment necessary to offer high-speed internet services to the surrounding area.
  
2. **DUTIES OF MIDWEST:** Midwest shall provide the following:
  - a. \$250.00 per month paid, in advance monthly not later than the 1<sup>st</sup> day of each month, to the Lessor for rental service. Said payments shall be sent to the office of the Franklin County Clerk at 305 S. Main, Ottawa, Kansas 66067.
  - b. All placement or installation of equipment by Midwest must be approved by the Lessor before installation; and
  - c. All construction or connections to Lessor tower by Midwest will be approved by the Lessor's tower maintenance contractor prior to installation.
  - d. Midwest shall provide free internet access to the Lessors command trailer and assorted equipment and to the Lessor's ambulance station in Wellsville. Lessor will cooperate with the Lessor in providing free internet access to one location per tower lease with the exclusion of the free account to the Emergency Management Trailor.
  
3. **ELECTRICAL POWER:**
  - a. Midwest shall install and maintain an outdoor weatherproof enclosure, with two four (4) inch posts, then a 3 foot x 3 foot x 2 foot weatherproof equipment enclosure to house breaker box for supplying electric to Midwest's equipment.
  - b. Midwest shall use the existing tower electrical power for their equipment.
  
4. **COOPERATION:** The parties agree for the uses and purposes proposed to cooperate with each other in good faith.
  
5. **EQUIPMENT AND INSURANCE:**
  - a. No equipment placed on the tower shall interfere with any Lessor equipment;

Midwest agrees to maintain and repair its own equipment. Midwest shall provide proof of liability insurance and workers compensation and be named as additional insured to the Lessor in the amount of one million dollars (\$1,000,000.00) liability and agrees to maintain such insurance for the life of this contract. Should the insurance coverage lapse or terminate for any reason, the Lessor will be notified immediately and the contract shall terminate. Midwest further agrees to release the Lessor from any liability should their equipment be vandalized, stolen, or otherwise destroyed by a third party.

b. It is not intended that Midwest shall have exclusive use of tower, however Lessor shall not knowingly allow the installation of equipment on tower by other entities if such installed equipment would cause interference with the operation of Midwest's equipment, Lessor may install and exclusively retains the right to install any equipment necessary for operation of its communication systems. If a third party's equipment cause's interference for Midwest, the problem must be resolved within 24 hours or the third party's equipment will power off until interference is eliminated. Lessor shall have no responsibility to correct any interference problems and if requested, may at its option terminate this contract.

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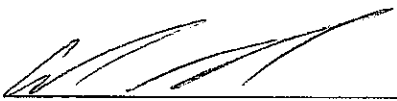
d. At the termination of this agreement, Midwest shall be responsible for removal and disposal of its equipment. Such removal to be within 90 days of termination. Monthly rent shall continue until all equipment of Midwest is removed. If the said 90 days should run without removal, Lessor may remove same and charge the cost of such removal to Midwest.

6. **TIME FRAME:** Midwest agrees to have all connections and services set out in paragraph 2 completed within ninety (90) days of the original date of this agreement. Rent shall commence on the effective date of this contract.
7. **LESSOR EMPLOYEES:** All persons employed by Midwest who perform services to be rendered under this agreement shall be employees of Midwest only, and shall not have any Lessor pension or status or right of a Lessor employee. Lessor shall not be responsible for payment of salaries, wages, workman's compensation, KPERS, or other compensation to said Midwest or its employees. Midwest does not assume any liability for intentional or negligent acts of the Lessor or its employees or their contractors. Midwest specifically agrees to hold the Lessor harmless from any liability, which may result from their employees or equipment.
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12. **NOTICE:** Any notice pursuant to this agreement shall be given to the Lessor addressed to Franklin County Clerk, 305 S. Main, Ottawa, Kansas 66067. Any notice to Midwest shall be addressed to Midwest Connections, Inc., 1105 Baptiste Drive, Paola, Kansas 66071.

**IN WITNESS WHEREOF, THIS AGREEMENT IS SIGNED BY THE**  
Manager/Director of Midwest Connections, Inc. and signed by

Lacy Davidson

  
Curtis Silver, Manager  
Midwest Connections, Inc.

\_\_\_\_\_  
Chairperson  
Franklin County Commission

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**WHEREAS**, such contracts are authorized and provided for by K.S.A. 82a - 619.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **DUTIES OF LESSOR:** The Lessor shall provide the following:
  - a. Adequate space on its tower located at 4571 Texas Road (Pork Chop Hill) for Midwest to install its equipment necessary to offer high-speed internet services to the surrounding area.
  
2. **DUTIES OF MIDWEST:** Midwest shall provide the following:
  - a. \$250.00 per month paid, in advance monthly not later than the 1<sup>st</sup> day of each month, to the Lessor for rental service. Said payments shall be sent to the office of the Franklin County Clerk at 305 S. Main, Ottawa, Kansas 66067.
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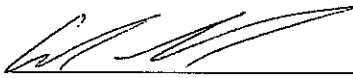
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Manager/Director of Midwest Connections, Inc. and signed by

Lacey Dandson

  
Curtis Silver, Manager  
Midwest Connections, Inc.

\_\_\_\_\_  
Chairperson  
Franklin County Commission